



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: April 21, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Administrative Services

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

(B) Public Works

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

(C) Fire

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

(D) Police

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

(E) Utilities - Flood, Water, Sewer

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

Approval of Minutes

- [1.](#) Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of April 7, 2026, and the Closed Session Minutes and Special Regular Session Minutes of April 14, 2026

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4046 (*2nd and 3rd readings*) - authorizing the transfer of 842 Gephart Drive to Jason Mills for the purchase price of \$4,240
- [2.](#) Ordinance 4047 (*2nd and 3rd readings*) - authorizing the transfer of 846 Gephart Drive to D'Andra Fazzalore for the purchase price of \$15,651
- [3.](#) Ordinance 4048 (*2nd and 3rd readings*) - repealing Sections 13-166 to 13-188 of the Code of the City of Cumberland pertaining to bicycle ownership and operation and enacting new regulations covering that subject matter as Sections 13-166 to 13-172 of the City Code

New Business

(A) Ordinances

- [1.](#) Ordinance 4049 (*1st reading*) - authorizing the transfer of 414 Grand Avenue to Trustech Pro, Inc. for the purchase price of \$2,000
- [2.](#) Ordinance 4050 (*1st reading*) - authorizing the transfer of 319 Columbia Street, 321 Columbia Street, 659 Greene Street, 661 Greene Street and 317 Cecelia Street to Christiansen Properties, LLC for the purchase price of \$300
- [3.](#) Ordinance 4051 (*1st reading*) - providing for the closure of a portion of Strathmore Boulevard, a portion of Longwood Drive and a portion of a 12-foot unnamed alley near Seton Drive, all being located within the City of Cumberland

(B) Orders (Consent Agenda)

- [1.](#) Order 27,989 - accepting the bid from Shaffer Construction Co., Inc. to perform sidewalk repairs to the Valley Street Parklet, including repairs to damaged, broken, or missing sidewalk and mandated ADA accessibility upgrades at a cost not to exceed \$30,000
- [2.](#) Order 27,990 - approving the sole source purchase from DW OGG Equipment Co. for a new Massey Ferguson MF4710 Tractor in the not to exceed amount of \$64,433
- [3.](#) Order 27,991 - authorizing the execution of an Outdoor Dining Lease Agreement with Lefty's Place for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 1, 2026 through October 31, 2026
- [4.](#) Order 27,992 - approving the amended site plan for City Lights American Grill's outdoor dining lease, effective May 8, 2026 through October 31, 2026
- [5.](#) Order 27,993 - approving the second and final extension of a contract with Burgmeier's Hauling for the transportation and disposal of grit, scum, and screenings from the John D. DiFonzo Water Reclamation Facility (City Project 11-21-WWTP) in the lump sum per

month amount not to exceed \$3,808.38 for the contract period July 1, 2026 through June 30, 2027

- [6.](#) Order 27,994 - accepting the bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, USALCO, LLC, Colonial Chemical Solutions, Chemstream, LLC and Univar Solutions for the Combined Chemical Bid FY27 (City Project 2022-31-UTIL) for use at the Water Reclamation Facility and Water Filtration Plant
- [7.](#) Order 27,995 - approving the sole source purchase from Belt Paving, Inc. to provide mill, patch and paving work on Williams Street, Douglas and Broadway Extended in the estimated unit price of \$262,267.60
- [8.](#) Order 27,996 - authorizing the execution of a Royalty Marketing agreement with Utility Service Partners Private Label, Inc. (d/b/a Service Line Warranties of America), subject to the review and approval of the City Solicitor, permitting them to offer to homeowners an optional warranty coverage for the repair, maintenance and replacement of sewer and water lines; the term for this agreement is set for an initial three years, with the option for an additional one year renewal upon mutual agreement
- [9.](#) Order 27,997 - authorizing the execution of a “Third Amendment to Non-Standard Water Tank Lease with Option” with T-Mobile Northeast, LLC in order for new equipment to be installed by T-Mobile on City-owned property at 700 Bishop Walsh Road, and providing that T-Mobile shall pay an additional \$250 per month rent following the start of new construction at this site, and subjecting the additional amount to the annual escalation per the terms of the original lease
- [10.](#) Order 27,998 - accepting the bid from low responsive bidder First Fruits Excavating to repair and restore multiple sidewalk areas throughout the City that have been disturbed due to utility installations, repairs or maintenance activities in the amount not to exceed 151,301.75, and rejecting all other bids
- [11.](#) Order 27,999 - authorizing the execution of a Concession License agreement with Max Flanigan and Brea Ishler of the In Between Café for the operation of the concession area on the second floor of the Casino Building at Constitution Park Pool from May 1, 2026 through September 30, 2026, with a license fee of \$1,200
- [12.](#) Order 28,000 - authorizing the Mayor to sign a fifth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, allowing for the dismissal of the Lawsuit against CSX Transportation, Inc. while still preserving all rights to claims, to allow both parties to continue discussing in good faith options for performing the Sewer Repair Work and to work toward a mutually acceptable plan

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for March 2026



Administrative Services Monthly Report for March, 2026

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

March 2026

Johnna Byers, Director

Statistics

163 new help desk requests
183 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with processes in new parking garage/permit system
- 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
- Work with vendor on Property Tax Interest problem
- Work with Tyler Tech on Water Dist. Time Clock replacement
- Routine (and not) hardware replacement (PCs, laptops, Utility Bill printer)

Cumberland Main Street Report

March 2026

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Consultant from Downtown Redevelopment Services in Cumberland – stakeholder meetings, walks

around downtown, strategy meetings

- PPR Strategies call – part of Main St Mentoring Program
- MD 250 Cumberland Parade meeting
- Special events committee
- Taylor Layton, PR and Social Media Coordinator – Social media & ENews planning
- Tour of downtown spaces for a potential new business owner
- Meeting with new business owner opening in the Azad's building this spring – Good Morning at The

Rug Shop (café)

- M&T Bank – corporate involvement with Virginia Avenue clean-ups
- Downtown Tour/Meeting with Congressman David Trone and his team
- Check in meeting with contract worker on BOOM Tracker program for building inventory
- Canal Towns Partnership Promotions Committee
- GAP Trail Conservancy community meeting

Main Street Meetings

- Main Street MD Power Hour – DHCD Grants for FY27
- Mentor Program Call

Projects/Events

- Project Restore: Final Reports for the four new businesses completed and submitted
- FY27 Main Street MD Operating Grant submitted; FY27 Technology Assistance Grant submitted
- MD Historical Trust grant application for wayfinding signage submitted
- Live ads on WCBC to promote Tree Naming opportunities
- Planning for National Small Business Week in May

Parks and Recreation

March 2026

Ryan Mackey, Director

Staff remained actively engaged in coordination, planning, and advisory efforts throughout March:

- **March 2:** Parks and Recreation Board Meeting
 - **March 3:** Special Events Committee Meeting
 - **March 9:** Shade Tree Commission Meeting
 - **March 16:** Extension Advisory Council Meeting
 - **March 26:** Constitution Wayfinding Meeting
-

Events & Program Activities

Seasonal operations and facility usage began ramping up during the month:

- **Pavilion Rentals** officially opened for the season
 - **Field Usage** commenced, with scheduled games set to begin in April
-

Upcoming Events & Initiatives

The department is preparing for key spring programming and community engagement activities:

- **Easter Egg Hunt**
 - **Arbor Day Celebration** in partnership with the Afterschool Program
-

Summary

March focused on continued planning efforts, interdepartmental coordination, and the transition into spring operations. Facility usage has begun, and staff is preparing for increased programming and community events in the coming months.

Community Development Report

March 2026

Kevin Thacker, Code Compliance Manager

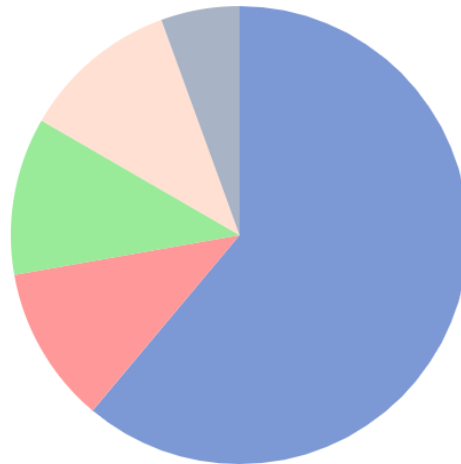
Noted Activity:

- 118 Baltimore St. - 12 hotel/apartment units. Valuation \$1,200,000.00.
- Cherrywood Dr. & Seton Dr. – 2 new single-family dwellings. Valuation \$535,000.000.

Code Enforcement Activity:

47 new cases received – 15 of those are still open
18 violations were found
32 cases have been resolved
360 active cases overall

Open Date From: 03/01/2026
Open Date To: 03/31/2026



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	11	61.1%
	Order to vacate	2	11.1%
	Standards for good repair and safe condition	2	11.1%
	Duties of owner and operator	2	11.1%
	Licensing of rental dwelling units	1	5.6%

Permits/Reviews & Rental Licenses:

60 Total Permits/Reviews were issued
58 Rental Inspections were completed

Building

Residential....4
Commercial...1

Miscellaneous

Residential ... 4
Commercial .. 0

Occupancy

Residential....0
Commercial ..5

Signage

Commercial .. 3

Electrical

Residential....7
Commercial...1

Plumbing

Residential ... 6
Commercial .. 2

Utility

Residential....2
Commercial .. 1

Demolition

Residential ... 2
Commercial .. 0

Public ROW

Issued.....11

Rental Licenses

Issued 8

Rental Inspections

Passed46

Failed 12

Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued {1 ZA}..... 0

Certificates of Appropriateness

Issued 4

Request for Change/Amendment

Issued 0

Revenue from 'Issued' Permits/Reviews:

Building Permits	\$1,992.00
Miscellaneous Permits	30.00
Occupancy Permits	300.00
Sign Permits	46.00
Utility Permits	31,114.85
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request)	0.00
Municipal Infractions (abatements, admin.)	.0.00
Certificates of Appropriateness (COA-ROA)	120.00
Rental Licenses (new & renewal)	425.00
Paid Rental Inspection Requests	50.00
TOTAL	\$34,077.85

Demolition Bonds Collected \$1500.00 (1 was after the fact)

Also collected:

P&R Reservations	2,520.00
P&R Day Camp	0.00
P&R Swimming Pool	2,000.00
Main Street	100.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

Regular CDBG-Prepared Public Notice, revised previous Public Notice and Timeline, prepared project list and Second Public Hearing presentation, completed all narratives and compiled the Appendix, provided agenda, presentation and DRAFT 2026 Annual Action Plan to City Clerk. Sent all Public Notices to city media, participating community partners and published them to the City website and newspaper, posted in Dept of Comm Dev per the 2025 Citizen Participation Plan and documented all of those.

HUD CPD approved the June CDBG Amendment and changed the status in IDIS. Staff created the 2024 Consolidated Annual Performance Evaluation Report in IDIS and began writing narratives.

Staff attended Homeless Coalition and Community Resource Day meetings and supported those efforts, compiled all reports (monthly, Draw, Admin), created the February monthly draw in IDIS, planned and implemented regular Human Relations Commission meeting and event committee meetings. Planned the 2026 Annual Fair Housing Event and created/prepared subordinating materials: agenda, swag list, evaluation, flow chart for the day.

	March 2026 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Community Development Block Grant Program				
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	\$181,253.40	\$148,746.60
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
IC	2024	\$15,182.00	\$14,379.50	\$802.50
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,951.96	\$8.04
Parks and Recreation Improvements	2024			
Const Pk Trails Signage				
Wayfinding	2024	\$41,082.32	\$0.00	\$41,082.32
Const Pk ADA Parking Lot Grove 4	2024	\$200,851.00	\$0.00	\$200,851.00
2024 Grant Totals		\$616,075.32	\$200,584.86	\$415,490.46

City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00	\$0.00	\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00	\$0.00	\$249,040.00
Admin	2025	\$111,374.00	\$34,518.92	\$76,855.08
IC	2025	\$15,182.00	\$0.00	\$15,182.00
FH	2025	\$13,444.00	\$2,542.27	\$10,901.73
ACDSS Rental Assist	2025	\$14,000.00	\$904.40	\$13,095.60
ACDSS Utility Assist	2025	\$14,000.00	\$4,976.69	\$9,023.31
SOAR Program	2025	\$20,000.00	\$10,312.96	\$9,687.04
FCRC Shelter Operating Cost	2025	\$18,000.00	\$0.00	\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00	\$0.00	\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00	\$0.00	\$4,960.00
YMCA Food	2025	\$8,000.00	\$1,840.79	\$6,159.21
CEDC Cumberland Rideshare Program	2025	\$12,000.00	\$0.00	\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00	\$0.00	\$10,000.00
2025 Grant Totals		\$786,221.00	\$55,096.03	\$731,124.97
			Total All Yrs	\$1,224,615.43
March 2026 CDBG Report				

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate
March 2026

- New Time & Attendance System
 - * Helped answer questions and fix minor issues with
 - * Trained new employees on T&A system
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & Other Job Boards
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Police & Historic Preservation)
- New Employee Onboarding

- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- ACA Review Meeting
- ACA Submission to IRS
- Researched & Presented New HR Software Platform to City Management
- Started Open-Enrollment Meetings & Planning
- Risk Management Meeting
- FMLI Leave Training
- Insurance Invoicing
- Administered Police Testing
- Employee Grievance Process
- Gathered information and documents related to employment issues and uploaded documents to proper authorities

	31-Mar
Open positions	4
New Hires	3
Retirements	2
Resignations	1
Terminations	0
FMLA	3
Workers Comp	1
Elected Officials	5
FT Employees	251
PT Employees	11
Contractual Employees	5

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

Cash Flow:

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

On March 1, 2026, the City had a cash balance of \$25.0 million (\$15.0 million invested in a value money market program and \$10.0 million participating in a sweep program at First United Bank). Disbursements exceeded revenues by \$2.1 million resulting in a cash balance of \$23.0 million at March 31, 2026 (\$21.6 million invested in a value money market program and \$1.4 million participating in a sweep program at First United Bank).

As of March 31, 2026, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 2,575,643
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 2,298,854	\$ 66,292	\$ (12,475)	789,282	\$ -	\$ 1,563,389
FY 2025	629,891	205	(411)	57,654	-	572,031
FY 2024	269,038	80	(60)	37,729	-	231,329
FY 2023	53,691	-	(59)	-	-	53,632
FY 2022	43,490	-	(58)	-	-	43,432
FY 2021	27,484	-	(56)	-	-	27,428
FY 2020	38,325	-	(56)	-	-	38,269
FY 2019	7,692	-	(56)	-	-	7,636
FY 2018	8,423	-	(56)	-	-	8,367
FY 2017	6,810	-	(51)	-	-	6,759
FY 2016	6,138	-	(51)	-	-	6,087
FY 2015	5,458	-	(61)	-	-	5,397
FY 2014	4,328	-	-	-	-	4,328
Prior FY's	7,559	-	-	-	-	7,559
	<u>\$ 3,407,181</u>	<u>\$ 66,577</u>	<u>\$ (13,450)</u>	<u>\$ 884,665</u>	<u>\$ -</u>	<u>\$ 2,575,643</u>

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

Real property (non-owner occupied)	\$ 821,487
Personal Property	277,828
Real Property (semiannual payments)	448,415
Real Property (Half Year)	<u>15,659</u>
	<u><u>\$1,563,389</u></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. On February 26, 2026, \$7.4 million was received from the issuance of general obligation bonds to finance FY26 equipment and capital projects.

Cash and Investment Summary
March 31, 2026

	Cash	Investments
Beginning Balance	\$ 24,972,304	\$ 12,159,341
Add:		
Cash Receipts	18,130,721	-
Investment Transfer	-	38,070
Less:		
Disbursements	20,132,013	-
Investment Transfer	-	-
Ending Balance	\$ 22,971,012	\$ 12,197,411
Restricted	\$ 8,230,635	\$ -

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

Restricted Cash

	3/1/2026	Increase	Utilization	3/31/2026
Police Seizures	\$ 71,930	\$ 17	\$ -	\$ 71,947
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	70,710	192	-	70,902
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	149,148	-	-	149,148
DDC	14	-	-	14
GOB 2026	6,285,975	-	-	6,285,975
Capital Projects	1,433,342	4,097	-	1,437,439
Let's Beautify Cumberland	8,083	-	-	8,083
Human Relations Commission	456	200	-	656
Demolition & Fiscal Agent Bonds	52,191	-	-	52,191
	\$ 8,226,129	\$ 4,506	\$ -	\$ 8,230,635

Increases to Capital Projects and Bowers Trust are interest earnings.

Increases to Let's Beautify Cumberland are additional donations.

Increases to GOB 2026 are the new debt issuance for FY26 capital equipment and projects.

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

	3/1/2026	Increase	Utilization	3/31/2026
CDA 2023	611,228	-	-	611,228
CDA 2024	475,388	-	35,000	440,388
CDA 2025	1,821,652	-	72,251	1,808,000
GOB 2026	6,285,975	-	-	6,285,975
	\$ 9,194,243	\$ -	\$ 107,251	\$ 9,145,591

CSO Projects

	3/1/2026	Increase	Utilization	3/31/2026
Evitts Creek Phase 3 Debt	\$ 2,618,130	\$ -	\$ -	\$ 2,618,130
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,855,950	-	-	3,855,950
78" Pipeline Debt	23,193,833	-	-	23,193,833
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,424,533	\$ -	\$ -	\$ 81,424,533

CDA 2024 \$35K utilization is for garage doors at the municipal service center. CDA 2025 \$72K utilization includes \$6K for concrete street repairs, \$43K for cross connections/hydrants & valves, and \$23K toward the Wastewater Treatment Plant (WWTP) Clearwell roofing.

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 (\$184K), WWTP odor covers (\$119K), watermain replacements (\$65K), hydrants and cross connections (\$301K), paving and concrete repair (\$428K), intersection light improvements (\$200K), MPA garage entry software and equipment (\$59K), MSC garage floor resurfacing (\$75K) and SCADA improvements (\$100K). Remaining GOB 2026 funds consist primarily of the WWTP solar power array and switchgear (3.1M), SCADA (\$218K), Mill Race junction box improvements (\$300K), Ridgedale pump station generator (\$200K), and watermain replacements (\$1.1M).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$8.0 million and is funded with \$5.4 million in grants and \$2.6 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase with most of the funding in place. Phase 4 project cost is estimated at \$4.0 million and is funded with \$3.9 million in loan including \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is \$79.5 million and is substantially funded with \$46.3 million in grants and \$23.2 million in loan with \$4.4 million being forgivable.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for March 2026

MAINTENANCE DIVISION REPORT MARCH 2026

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 45 service requests completed
 - 13 streets and 2 alleys repaired
- Street Maintenance and Utility Work
 - Queen City Drive concrete repair continues
 - Project is 80% complete for the year
- Tree Removal and Pruning (Arborist)
 - 8 hazard trees were removed
 - 35 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 21 tree complaints and tree issues
- Sign Work
 - 30 traffic control signs repaired / installed
 - 15 street name signs repaired / installed
 - 7 handicap signs repaired / replaced
 - 2 handicap signs removed / installed
- Other
 - Snow season has completed and turndown has begun
 - Salt dome is fully stocked for next season
 - Pool liner removed
 - Handicap parking lot at park completed (minus paving)

Fleet Maintenance Report

March 2026

Department	Count of Maintenance Type
Central Services	2
PM - Oil Change	1
Tires/Tire Repair	1
Community Development	1
Battery	1
Engineering	1
PM - Oil Change	1
Fire	10
Battery	1
Diagnostics	1
General Repair	1
Lights and Electrical	2
Noise	1
Oil and Filter Change	1
PM - Oil Change	3
Fleet Maintenance	4
Diagnostics	1
PM - Oil Change	1
PM - Seasonal Service	2
Flood	3
PM - Oil Change	3
Parks and Rec	5
Fluid Leak	1
Lights and Electrical	1
Snow Removal	1
Welding and Fabrication	2
Police	13
Battery	2
Diagnostics	1
General Repair	1
Lights and Electrical	1
No Start	1
PM - Oil Change	6
Tires/Tire Repair	1
Public Works	2
Body Repair	1
General Repair	1

Sewer	7
Fluid Leak	1
PM - Oil Change	3
Snow Removal	1
Tires/Tire Repair	1
Welding and Fabrication	1
Street	21
Brakes	1
Cooling System	1
Diagnostics	1
General Repair	4
Lights and Electrical	1
PM - Oil Change	4
PM - Seasonal Service	2
Snow Removal	1
Tires/Tire Repair	1
Welding and Fabrication	4
Windshield/Glass	1
Water Distribution	17
Diagnostics	1
General Repair	1
Lights and Electrical	2
No Start	1
PM - Oil Change	8
Snow Removal	1
Welding and Fabrication	2
Windshield/Glass	1
WWTP	3
Lights and Electrical	1
PM - Oil Change	2
Grand Total	89

**CENTRAL SERVICES
MONTHLY REPORT
MARCH 2026**

- **City Hall:** Panic bar on Liberty St side outer door broke. Fixed lights in Councilman Furstenberg's Office for the new HR employee. Caulked and painted the windows on the dome.
- **Municipal Service Center:** Safety meeting. Got the side by side from Police garage back to MSC. Sealed the skylights over the mechanics garage area.
- **Public Safety Building:** Installed the new doors, walls, data cables and outlets on 3rd floor. Disposed of old desks and file cabinets on the 3rd floor of PSB from C3I. Started the chiller for the first time this year. Fixed lights in the 2nd floor men's bathroom in the Fire Department. Fixed broken towel rack in women's shower room on the 2nd floor of the Fire Department. Replaced bad roller on Police garage door. Worked on AHU #2 heating valve. Control buttons not working on door #3 at the Fire Department. Cleaned and painted hot water storage tank in the 3rd floor PSB boiler room. Replaced up and down buttons on the garage door at the Fire Department. Took a load of file cabinets and metal chairs from C3I to scrap yard. Moved an outlet in an office on the 3rd floor PSB police side. Pulled wire to the new outlet in an office on the 3rd floor PSB, Police side. Toilet not flushing right in the bathroom in lobby of PSB, Police side. Moved boxes from lobby of PSB to basement for the Police Department. Garage Door #1 not closing all the way at Fire Department. Installed a portable A/C unit in room 321. Washed down the chiller and all the split units. Fixed toilet in the 2nd floor Fire Department bathroom.
- **Fire Stations #2:** Checked on the boiler and garage door.
- **Downtown Area & Baltimore St:** Fixed multiple outlet posts on Baltimore Street (Mall) that have been hit and broken off their mounting plates. Mounted a plaque on the base of the waterfall. Baltimore Street bridge clock lights not working, due to bad bulbs. Pulled the sump pump out of the waterfall pit (not working).
- **Parks:** Removed the old pool liner at the park. Worked on cleaning the leaves out of the baby pool to start removing the liner. Checked on phone cable that was torn down by a truck at Park to Craft House.
- **Traffic and Street Lights:** Reported 22 street lights for the power company to repair. Fixed traffic head at the intersection of Baltimore Street and Queen City Drive that was turned sideways. Checked the other intersections for any wind damage from high winds.

- **Other areas:** PPE training at the Activities Building. Replaced all the lights in the Sewer garage with LED bulbs. Worked on the gate controls at the Viaduct pump station. Removed a shopping buggy full of trash from the parklet at City Hall. Checked on power pole that is shedding (per the caller), across from 517 Williams Street. Repaired broken conduit at the Ridgeley pump station. Checked on lights to see if they are power company's or state owned. Started building two dog kennels for the police department. Replaced the radio in the crosswalk sign at the YMCA. Put the new LED crosswalks together for the 1 Frederick Street intersection.
- Received 67 work orders in March
- Completed 61 work orders March
- Monthly Safety Meeting – March 20, 2026
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

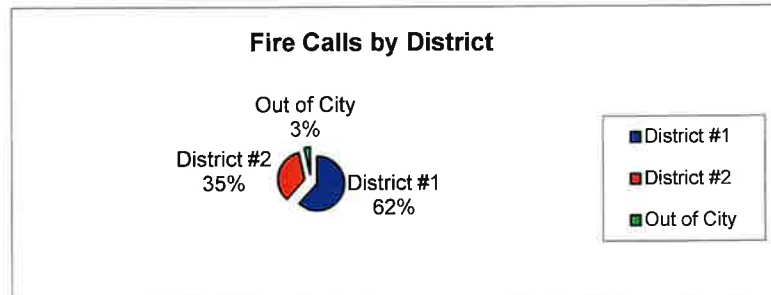
. Fire Department Monthly Report for March 2026

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

Cumberland Fire Department Responded to 170 Calls in March 2026

Responses by District:

District #1	105
District #2	59
Out of City	6
	170



Number of Alarms: 170

Calls Answered Below:

Property Use:

Public Assembly	3
Educational	6
Health Care	25
Residential	86
Government	0
Industrial/Commercial	9
Utility	1
Storage	2
Outside	38
	170

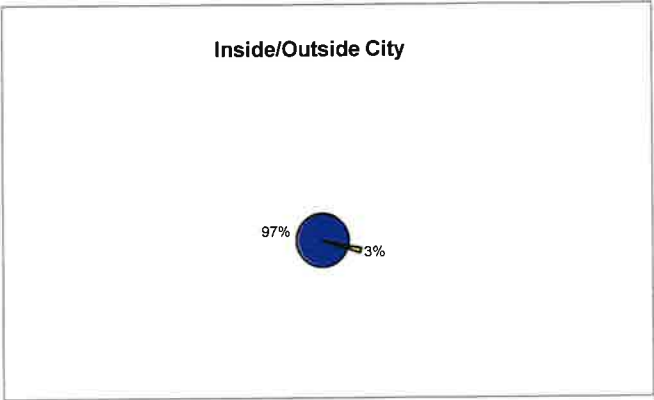
Type of Situation:

Fire or Explosion	15
Rescue Calls	12
Medical Calls	89
Hazardous Conditions	18
Public Service Calls	16
Good Intent Calls	20
	170

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March 2026:	\$950.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$15,260.00
Total Fire Service Fees for Fire Calls Paid in March 2026:	\$4,191.20
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$6,325.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$10,485.00
Total Fire Service Fees for Inspections and Permits Billed in March 2026:	\$1,000.00
Total Fire Service Fees for Inspections and Permits Paid in March 2026:	\$125.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,925.00

Cumberland Fire Department Responded to 518 Ambulance Calls in March 2026

In City Calls	503
Out of City Calls	<u>15</u>
Total	518



Total Ambulance Fees Billed by Medical Claim-Aid in March 2026:	\$196,086.50
Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$1,550,454.07

Ambulance Fees Paid	
Ambulance Fees Paid in March 2026:	\$109,900.77
Ambulance Fees Paid in FY 2026:	\$858,232.81
(Includes all ambulance fees current and previous fiscal years)	

Cumberland Responded to 1 Medic Assist Call in March 2026

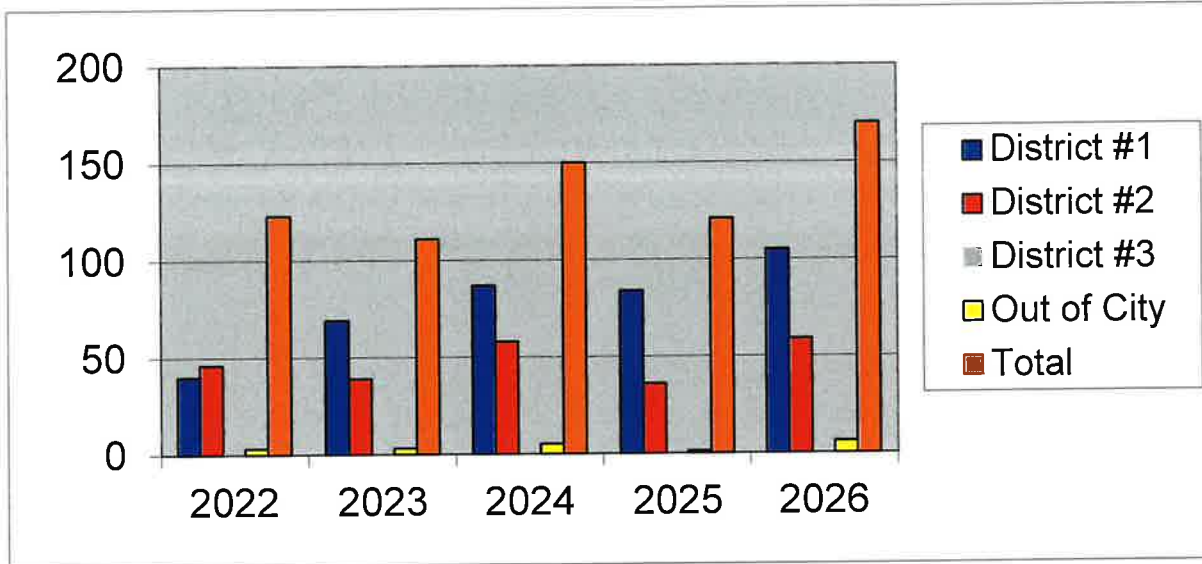
0 Medic Assist Calls in Allegany County	
1 Medic Assist Calls outside of Allegany County	
<u>1</u>	
Wiley Ford, WV VFD	<u>1</u>
	1

Cumberland Responded to 14 Mutual Aid Calls in March 2026

10 Mutual Aid calls within Allegany County	
4 Mutual Aid calls outside of Allegany County	
<u>14</u>	
Allegany County DES	2
Flintstone VFD	2
Cresaptown VFD	<u>6</u>
	10
Wiley Ford, WV VFD	1
Ridgeley, WV VFD	<u>3</u>
	4

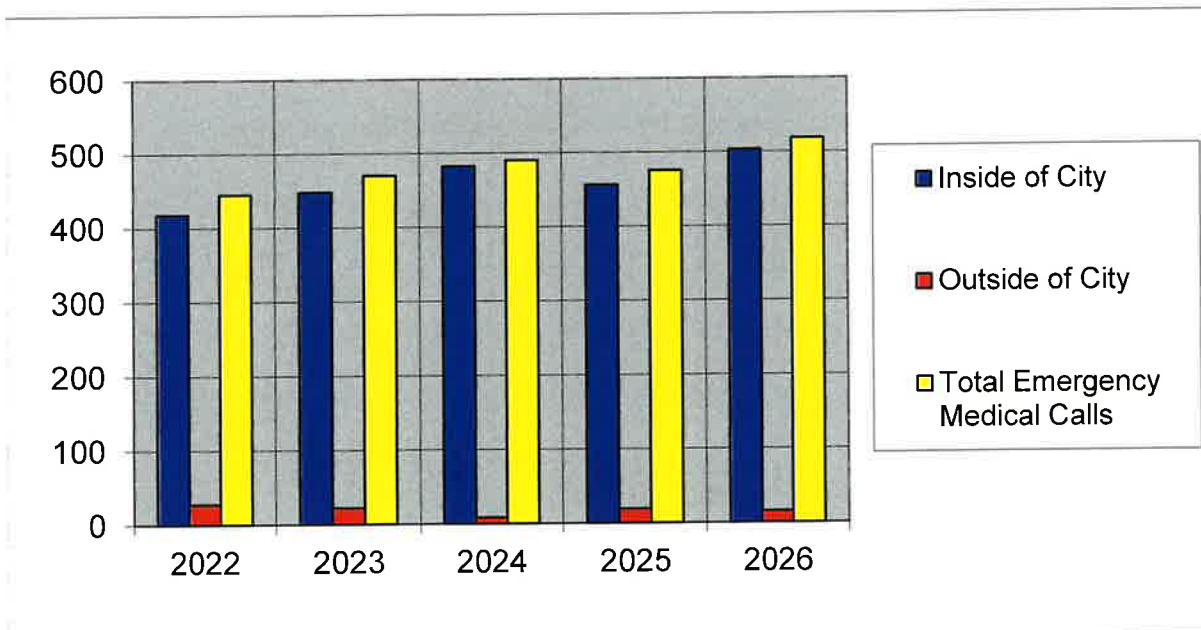
Fire Calls for the month of March over a Five-Year Period

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
District #1	40	69	87	84	105
District #2	46	39	58	36	59
District #3	34	0	0	0	0
Out of City	<u>3</u>	<u>3</u>	<u>5</u>	<u>1</u>	<u>6</u>
Total	123	111	150	121	170



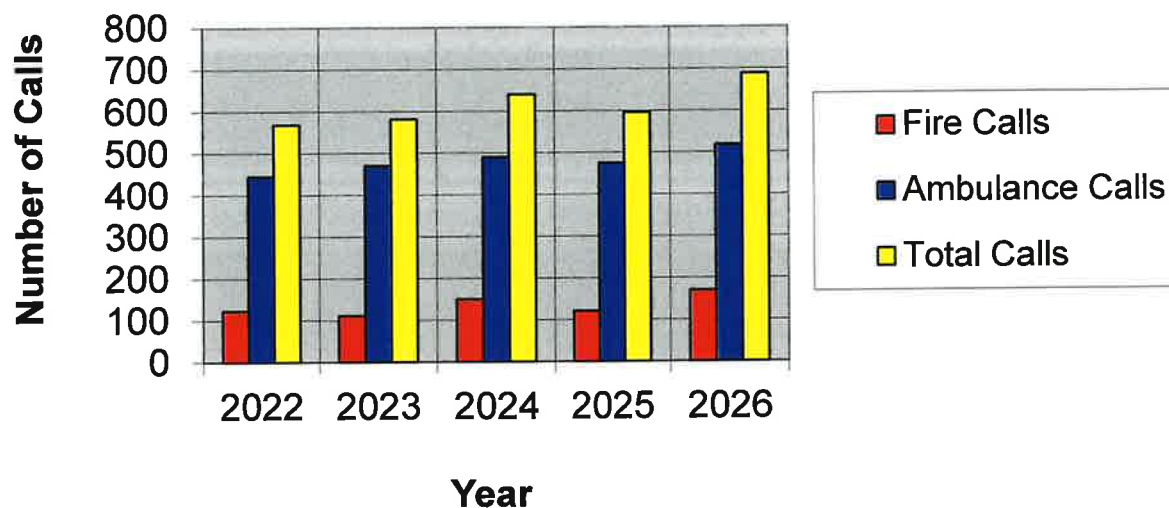
Ambulance Calls for the month of March over a Five-Year Period

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Inside of City	418	448	482	456	503
Outside of City	<u>27</u>	<u>22</u>	<u>8</u>	<u>19</u>	<u>15</u>
Total Emergency Medical Calls	445	470	490	475	518



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

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Calls	123	111	150	121	170
Ambulance Calls	<u>445</u>	<u>470</u>	<u>490</u>	<u>475</u>	<u>518</u>
Total Calls	568	581	640	596	688



Training

Man Hours: 452.5
Course Hours: 109.5

Apparatus Safety & Driving Emergency Vehicles
Company-Level Training
Ropes & Knots
Ground Ladders
Company-Level Inspections & Pre-Incident Planning
Fireground Pump Operations
Fire Hose, Hose Operations & Hose Streams
Operating Aerial Apparatus
MAYDAY
Incident Management Systems
Incident Critique (1)
Incident Safety Officer
Ops in Sprinklered Building
HI-Rise Ops
ALS Refresher
Bloodborne Pathogens
CAPCE Acute Coronary Syndromes
CAPCE Acute Respiratory Distress
CAPCE Advanced Airways: Intubation and Beyond
CAPCE Altitude Emergencies
CAPCE Capnography

CAPCE Child Abuse: An EMS Role & Responsibilities
 CAPCE CPR Academic
 CAPCE Crime Scene Awareness
 CAPCE Gunshot Wounds & Bomb Blast Injuries
 CAPCE HIV/AIDS Awareness
 CAPCE Pediatric Airway Management
 CAPCE Traumatic Brain Injuries
 CERT
 EMS-CPR
 Instructor I
 Paramedic

Fire Prevention Bureau

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

Personnel

David Rice passed his Probationary Firefighter Exam on March 3rd.

Nicholas Galante resigned on March 6th.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for March 2026



City of Cumberland Department of Police

Monthly Report
March 2026



City of Cumberland Department of Police

Monthly Report

March 2026

Part 1 Crimes for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Aggravated Assaults	0	3	B & E (All)	11	10	Murder	0	0	Rape	1	0
Robbery	1	2	Theft - Felony	1	0	Theft - Vehicle	7	2			

Selected Criminal Complaints for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Theft - Misdemeanor	37	20	Theft - Petty	9	8	Domestic Assaults	16	17	CDS	25	22
Disturbances	144	169	DOP/Vandalism	17	17	Indecent Exposure	1	2	Sex Off - Other	1	1
Suicide	2	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	50	74	Assault on Police	1	0	Assault Other	22	27			

Selected Miscellenous Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alcohol Volations	4	3	Juvenile Compl.	15	13	Missing Persons	14	15	School Resource	186	120
School Threat	0	1	Sex Off. Regist.	0	0	Truancy	0	1	Death Investigation	11	4

Selected Traffic Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
DWI	6	13	Hit & Run	20	16	M/V Crash	50	51	Traffic Stop	420	428

Selected Service Calls for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alarms	40	37	Assist Motorist	21	23	Check Well-Being	106	104	Foot Patrol	103	126
Assist Other Agency	98	42	Bike Patrol	0	0	Special Events	7	4	Suspicious Activity	60	56

Current Incident Status for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Open	21	55	Arrest	205	240	Closed	2182	2328	Suspended	46	31



City of Cumberland Department of Police

Monthly Report

March 2026

Arrests Totals for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
M/V Citations	46	70	M/V SERO	0	11	M/V Warnings	375	343	Arrest on View Adult	24	38
Arrest On Crim. Cit.	30	20	Arrest Summons	29	32	Arrest Warrant Adult	63	56	Adult Crim.	151	154
Arrest Summon (Chrg)	24	25	Arrest Warrant (Chrg)	19	5	Juvenile Crim.	14	22	Arrest on View Juv	8	20
Arrest Warrant JUV	0	0	Emer. Petition	20	22	Fingerprinting	1	0	RunAway & Miss Per.	10	17
Civil Citation	10	9									

Total Incidents Reported :

2025	2026
2,454	2,654

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MARCH 2026

SWORN PERSONNEL: 48 SWORN OFFICERS

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

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 635.5

COMP TIME USED: 75.25

SICK TIME USED: 179

YEAR TO DATE (beginning 07/01/25): 7,001.75

YEAR TO DATE (beginning 07/01/25): 599.75

YEAR TO DATE (beginning 07/01/25): 2,118

OVERTIME REPORT

OVERTIME WORKED: 67

HOSPITAL SECURITY: 98

COURT TIME WORKED: 356

YEAR TO DATE (beginning 07/01/25): 1,500

YEAR TO DATE (beginning 07/01/25): 991.5

YEAR TO DATE (beginning 07/01/25): 2,954

MUNICIPAL PARKING AUTHORITY (MPA)

MARCH 2026

Parking Citations Issued	74
Warnings Issued	75
Vehicles Towed	7

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for March 2026

[illegible]

Watershed					
Hillcrest - Turned in 4" main line with the county & contractor/shut back down @ 2:30 Burned brush @ dam (several days) Picked up tires & trash that were dumped on Evitt's Creek Rd PPE Class Hauled pipe from Market St back to warehouse Pushed dirt @ Moore's Hollow Rd fill site (several days) Turned valves at pool for Kenny (several days) Removed downed trees on 36" main @ Smousesmill/Lake Gordon Rd @ Shady Grove Ln Leak investigation - 402/404 Goethe Brought 382 in from dam to warehouse for service Removed downed trees at field @ dam 211 Market St - removed blacktop from street & parking lot Brought in road tractor for tool box installation on trailer Reset air valve box lid - Willowbrook Rd Cleared off main line to find meter box @ 772 Bishop Walsh Rd Highland Estates - spotted 16" main and OD'd pipe & backfilled hole Located meter box @ 29 Penn Ave Turned on water @ pool					
GRAND TOTAL					1391

Sanitary Sewer Department Monthly Report



Mar-26

Calls Answered:	16
Service Lines Opened:	6
Owner's Trouble:	10
Traced Lines/ mains	96
Flushed Mains	2,515
Mains Repaired/ Replaced	14-75ft
Sewer Taps Installed	1
Cleaned Catch Basins	51
Cleanouts Installed	1
Televised Sewer Mains	18-3,141ft
Televised Sewer Lines	4-113ft
Call Outs/ Overtime	4calls 5hrs OT
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

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

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of April 7, 2026, and the Closed Session Minutes and Special Regular Session Minutes of April 14, 2026



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, April 7, 2026; 5:00 p.m.

On April 7, 2026, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the to discuss matters related to the recruitment of a new Fire Chief and to receive legal advice from the City Solicitor relative to the availability of a particular tax credit. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael Cohen, Solicitor; Ken Tressler, Director of Administrative Services; and Shannon Berry, Assistant to the City Clerk.



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, April 7, 2026; 5:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Deputy Chief Pearce; Chief Adams; and Shannon Berry, Assistant to the City Clerk.

Media: Hannah Fout from WCBC.

I. PARTNERSHIP WITH THE UNIVERSITY OF MARYLAND FOOTBALL

Mr. Silka proposed a partnership with the University of Maryland to potentially offer additional activities funded by ticket sales, with no financial commitment required. The partnership would include hosting a "Cumberland Day" at Maryland's opening football game on Labor Day weekend. This initiative seeks to enhance community support and ultimately bring practice games to the city. All Council members agreed to the partnership.

II. CITY ADMINISTRATOR UPDATES

- **250th Celebration Parade:** Scheduled for **Saturday, June 27**, currently has 13 confirmed units. Downtown will be closed from 10:00 AM to 6:00 PM to host various activities, including food trucks, a DJ, and a festival-like atmosphere.
- **Sports Center Feasibility Study:** An RFP for a consultant to study the feasibility of a sports center is being released. The project is funded by a \$63,000 grant and a \$30,000 city match, and the study is expected to take approximately six months.
- **Historic Preservation:** A candidate has been selected for a second interview for the Historic Preservation Planner position.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF APRIL 7, 2026

- **Bicycle Regulations:** Ordinance 4048 was introduced to ban bicycles from sidewalks as part of updated city bike regulations.
- **Open Container:** Order # 27,970 pertains to the Gatsby Gala event being held on April 26, 2026.
- **Parade Route:** Order 27,973 pertains to defining a designated route through the city.
- **Interim Chief:** Order 27,981 pertains to a designated point of contact as Chief Adams makes his transition to retirement.

IV. MAYOR AND CITY COUNCIL UPDATES

- 250th Parade fliers are available for distribution.
- The Easter Egg Hunt was successful, and the relocation to the Mason's Sports Complex resulted in a safer layout.
- The Skatepark is still successful and well-maintained. A request was received for beverage vending.
- Let's Beautify Cumberland's Day of Sharing and Caring event will be held on May 15, 2026. The City has been asked to consider being a \$5K sponsor for gloves and vests.

With no further business at hand, the meeting adjourned at 5:56 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: April 7, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

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

IV. Statement of the Closed Meeting

On April 7, 2026, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss matters related to the recruitment of a new Fire Chief. And to receive advice from the City Solicitor. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

IV. Presentations

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

Chief Pyles highlighted the **5-year** employment milestones of Trevor Baluch, Andi Gibbner, and Peyton Fazenbaker.

Mayor Morriss highlighted Sarah Gyger's **20-year** employment achievement.

The Mayor and City Council Members participated in photographs with the employees.

V. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for February 2026

(B) Public Works

1. Maintenance Division Monthly Report for February 2026

(C) Fire

1. Fire Department Monthly Report for February 2026

(D) Police

1. Police Department Monthly Report for February 2026

(E) Utilities – Flood, Water, Sewer

1. Utilities Division Monthly Report for February 2026

VI. Approval of Minutes

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

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of March 3, 2026 and the Open Work Session Minutes of March 10, 2026.

VII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

VIII. Public Hearing

1. A public hearing for the Community Development Block Grant (CDBG) 2026 Annual Action Plan

Convened: 6:32 PM

Lee Borrer presented the second public hearing, a portion of A five-year process where the City applies for funding from Housing and Urban Development.

- **Estimated Funding:** Approximately **\$786,000** from the US Department of Housing and Urban Development (HUD), which is about **\$36,000** more than initially estimated.
- **Focus Areas:** Projects are concentrated in high low-to-moderate income areas, focusing on affordable housing, homelessness, and non-housing community development.

Proposed **Projects**:

- Administration (capped at 20%)
- **Public Facilities & Infrastructure**: Improvements to Mason Sports Complex (including additional security lighting), South Cumberland sidewalk installation, and YMCA Gilchrist roof rehabilitation.
- **Public Services (capped at 15%)**: Crime prevention, homelessness programs, food programs, and emergency utility assistance.

Public Comment Period: Open until May 6, 2026.

Adjourned: 6:39 PM

IX. Unfinished Business

(A) Ordinances

1. Ordinance 4040 (*2nd & 3rd readings*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of \$16,500

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

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

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

2. Ordinance 4041 (*2nd & 3rd readings*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of \$300

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

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

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

3. Ordinance 4042 (*2nd & 3rd readings*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Lynn Siebert for the purchase price of \$300

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

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

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

4. Ordinance 4043 (*2nd & 3rd readings*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of \$500

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

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

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

5. Ordinance 4044 (*2nd & 3rd readings*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of \$400

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

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

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

6. Ordinance 4045 (*2nd & 3rd readings*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed \$2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

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

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

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

X. New Business

(A) Resolution

1. R2026-04 – (*1 reading only*) - a resolution supporting HB1142/SB, establishing the task force to modernize county and municipal revenue sources

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

2. R2026-04 (*1 reading only*) - a resolution granting the Cumberland Economic Development Commission (CEDC) a property tax credit for the 2023-2025 tax years

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

(B) Ordinances

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

1. Ordinance 4046 (*1st reading*) - authorizing the transfer of 842 Gephart Drive to Jason Mills for the purchase price of \$4,240

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.

2. Ordinance 4047 (*1st reading*) - authorizing the transfer of 846 Gephart Drive to D'Andra Fazzalore for the purchase price of \$15,651

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

3. Ordinance 4048 (*1st reading*) - repealing Sections 13-166 to 13-188 of the Code of the City of Cumberland pertaining to bicycle ownership and operation and enacting new regulations covering that subject matter as Sections 13-166 to 13-172 of the City Code

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

1. Order 27,967 - authorizing the execution of a contract of sale with Derek McFarland for the purchase of 111-113 Walnut Place and 115-117 Walnut Place for the total price not to exceed \$12,000
2. Order 27,968 - authorizing appointments to the Administrative Appeals Board, Historic Preservation Commission and Zoning Board of Appeals
3. Order 27,969 - authorizing Special Taxing District residential exemptions for 107 S. Centre Street for the 25-26 Tax Year in the amount of \$731.82

4. Order 27,970 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the City for the "Gatsby Gala" Event on April 26, 2026 from 6:00 PM to 10:00 PM; notwithstanding, that open glass containers shall not be permitted
5. Order 27,971 - authorizing the abatement of City Real Property Taxes and Interest for properties at 600 Bishop Walsh Road and 229 Columbia Street
6. Order 27,972 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Baltimore Street Grill for the use of the public right of way immediately in front of and adjacent to the property for a term effective March 17, 2026 through October 31, 2026
7. Order 27,973 - establishing an official parade route for all parades in the City of Cumberland, with the exception of the annual South Cumberland Halloween Parade
8. Order 27,974 - authorizing the amendment of the existing FY26 service agreement with Turnbull Hoover & Kahl, P.A., with the addition of two years at a 1% price escalation for each of FY27 and FY28, for the provision of audit services for the following yearly amounts not to exceed: 2026 (\$134,580), 2027 (\$135,580) and 2028 (\$136,660)
9. Order 27,975 - declaring vehicles and equipment to be surplus property and authorized for sale, trade in or scrap
10. Order 27,976 - approving the sole source proposal from Sherwood Logan for the purchase of two 24" Cast Iron Sluice Gates Assembly for the Flood Control Sanitary Siphon at the Washington Headquarters structure and the Wills Creek floodgate in the not to exceed amount of \$55,000
11. Order 27,977 - accepting the bid from iM Motors, LLC for the purchase of three DAF recycle pumps for the Water Filtration Plant under the Capital Improvement Plan, in an amount not to exceed \$28,616.64, and rejecting all other bids
12. Order 27,978 - authorizing the acceptance of a donation from The Riggs Family Foundation Fund in the amount of \$1,000 to be used for Fire Prevention Supplies to assist Cumberland residents in need through the distribution of smoke detectors and carbon monoxide detectors
13. Order 27,979 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "DeFest Downtown Kickoff" event on May 20, 2026 from 5:00 p.m. to 11:59 p.m., the "Friday After Five" event on June 12, 2026 from 5:00 p.m. to 11:59 p.m. and

the "250th Parade and Celebration" event on June 27, 2026 from 10:00 am to 6:00 pm; notwithstanding, that open glass containers shall not be permitted

14. Order 27,980 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$50,000 in funding for the "Cumberland Roof Replacement Program", authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds

15. Order 27,981 - authorizing the appointment of Cody Pearce as the Interim Fire Chief, effective April 12, 2026

16. Order 27,982 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc., for costs associated with tariff fees related to the purchase of materials for this project that were enacted after the bidding period for the Design for Odor Covers at Water Reclamation Facility (City Project 2025-02-WRF) in the amount not to exceed \$9,460, bringing the total project cost not to exceed \$385,550

17. Order 27,983 - accepting the bid from Carl Belt, Inc., for the WRF Dewatering Building MCC Replacement Project (City Project 2025-25-WRF) to remove and replace the existing Master Control Center in the Dewatering Building at the Water Reclamation Facility in the cost not to exceed \$198,000

18. Order 27,984 - accepting the bid from Dixie Electric, Inc., for the Ridgedale Reservoir Pump Station Generator Installation Contract (City Project 2026-11-WFP) for the procurement of all equipment and labor for the installation of a backup generator at the Ridgedale Water Pump Station in an amount not to exceed \$229,450.10

19. Order 27,985 - authorizing the City Administrator to execute the FY26 Maryland Energy Administration Grant Agreement with the Maryland Energy Administration to provide the City a grant in the amount of \$429,000 to modernize HVAC controls at the Public Safety Building, and authorizing the City Comptroller to accept the grant funding

20. Order 27,986 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$150,000 in funding for the "Fire Suppression System Grant Program", authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds

21. Order 27,987 - authorizing participation in the proposed settlement with the Remnant Defendants Settlement Agreement (RDSA) and authorizing the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved

Public Comments

Chris Myers: Raised concerns about pedestrian safety and walkability downtown, specifically regarding construction vehicle parking on sidewalks and tripping hazards from uneven bricks.

Mark Larson: Requested safety improvements at the Green Street/Baltimore Street intersection, noting that cars often fail to stop for pedestrians.

William Taccino: Expressed frustration over ongoing sewage issues affecting his property and questioned the use of state grant funds intended for sewer system improvements.

Christopher Price: Advocated for a focus on community development in South Cumberland, including green spaces and youth programs, to improve the local workforce and overall community well-being.

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:23 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, April 14, 2026; 4:15 p.m.

On April 14, 2026, the Mayor and City Council met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to: (A) discuss pending litigation with CSX and to receive legal advice from the City Solicitor and the City's litigation attorney relative to the same, and (B) to discuss matters related to the recruitment of a new Fire Chief. Authority to close the session is provided by Sections 3-305(b)(1)(i), (7) and (8) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier seconded by Council Member Cioni, and was passed on a vote of 4-0

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

ABSENT: Jimmy Furstenberg

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael Cohen, Solicitor; Robert Smith, City Engineer; and Erik Pilsch, City Litigation Attorney



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: April 14, 2026

I. OPEN SESSION – 5:00 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member Brian R. Lepley
President Raymond M. Morriss

ABSENT: Council Member James L. Furstenberg, III

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; and Michael Cohen, City Solicitor

IV. New Business

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Lepley, seconded by Council Member Frazier, and was passed on a vote of 4-0.

1. Order 27,988 - authorizing the Mayor and City Administrator to execute a Confidentiality Agreement with CSX Corporation relative to the release of CSX confidential information pertaining to its railyard, the terms of which shall be subject to the review and approval of the City Solicitor

V. Adjournment

With no further business at hand, the meeting adjourned at 5:05 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 4046 (*2nd and 3rd readings*) - authorizing the transfer of 842 Gephart Drive to Jason Mills for the purchase price of \$4,240

ORDINANCE NO. 4046

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JASON MILLS OF FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 842 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 842 Gephart Drive, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,961, passed by the Mayor and City Council on March 3, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Jason Mills (the "Purchaser") for the sum of Four Thousand Two Hundred Forty Dollars and No Cents (\$4,240.00), 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 Four Thousand Two Hundred Forty Dollars and No Cents (\$4,240.00) 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 _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2026, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) 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/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), 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

BEGINNING

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

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, _____ in fee simple forever.

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 \$_____ 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

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

2. Ordinance 4047 (*2nd and 3rd readings*) - authorizing the transfer of 846 Gephart Drive to D'Andrea Fazzalore for the purchase price of \$15,651

ORDINANCE NO. 4047

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF D'ANDRA FAZZALORE OF FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 846 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 846 Gephart Drive, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,961, passed by the Mayor and City Council on March 3, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from D'Andra Fazzalore (the "Purchaser") for the sum of Fifteen Thousand Six Hundred Fifty One Dollars and No Cents (\$15,651.00), 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 Six Hundred Fifty One Dollars and No Cents (\$15,651.00) 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 _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2026, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) 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/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), 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

BEGINNING

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

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, _____ in fee simple forever.

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 \$_____ 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

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

3. Ordinance 4048 (*2nd and 3rd readings*) - repealing Sections 13-166 to 13-188 of the Code of the City of Cumberland pertaining to bicycle ownership and operation and enacting new regulations covering that subject matter as Sections 13-166 to 13-172 of the City Code

ORDINANCE NO. 4048

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL SECTIONS 13-166 to 13-188 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PERTAINING TO BICYCLE OWNERSHIP AND OPERATION, AND TO ENACT NEW REGULATIONS COVERING THAT SUBJECT MATTER AS SECTIONS 13-166 TO 13-172 OF THE CITY CODE.”

WHEREAS, the City’s regulations pertaining to bicycle ownership and operation are codified in Chapter 13, Article VII (Sections 13-166 to 13-188) of the City Code.

WHEREAS, with the exception of Section 13-168, which was enacted or amended in 1991, these provisions were originally enacted prior to 1966. Many of these provisions are antiquated and need to be modernized.

WHEREAS, this Ordinance provides for the enactment of new Sections 13-166 to 13-172 to replace the provisions repealed herein.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 13-166 to 13-188 of the Code of the City of Cumberland (1991 Edition) are hereby repealed.

SECTION 2: AND BE IT FURTHER ORDAINED that Sections 13-166 to 13-172 of the City Code, as set forth in Exhibit A attached hereto and incorporated by reference herein, are hereby enacted.

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

Passed this ____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

Sec. 13-166. Definitions.

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

Bicycle has the meaning assigned to it under Md. Transp. Code Ann. § 11-104, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

“Bicycle” means:

- (1) A vehicle that:
 - (i) Is designed to be operated by human power;
 - (ii) Has two (2) or three (3) wheels, of which one is more than 14 inches in diameter; and
 - (iii) Has a drive mechanism other than by pedals directly attached to a drive wheel;
- (2) An electric or powered bicycle;
- (3) A moped; or
- (4) An electric low speed scooter.

Caster board means a human-powered wheeled device consisting of two narrow platforms connected by a flexible or torsional member, mounted on two independently swiveling wheels, designed to be stood upon and propelled by the side-to-side motion of the operator, and not equipped with a motor, pedals, handlebars, or a seat.

Electric bicycle has the meaning assigned to it by Md. Transp. Code Ann. § 11-117.1, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

- (a) “Electric bicycle” means a vehicle that:
 - (1) Is designed to be operated by human power with the assistance of an electric motor;
 - (2) Is equipped with fully operable pedals;
 - (3) Has two or three wheels;
 - (4) Has a motor with a rating of 750 watts or less; and
 - (5) Meets one of the requirements of subsection (b) of this section.
- (b)
 - (1) A Class 1 electric bicycle is equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
 - (2) A Class 2 electric bicycle is equipped with a motor that provides assistance whether or not the rider is pedaling the bicycle and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
 - (3) A Class 3 electric bicycle is equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

Electric Board means a personal transportation device designed for use by a single rider, powered by an electric motor, lacking handlebars, pedals, and a seat, and intended to be stood upon during operation, including hoverboards, electric skateboards, and similar devices, regardless of the number of wheels or method of balance. A device shall be deemed to be an electric board regardless of whether it is marketed as a toy, recreational device or personal transportation device. The term electric board does not include any other recreational conveyance.

Electric low speed scooter has the meaning assigned to it by Md. Transp. Code Ann. § 11-117.2, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

- (a) “Electric low speed scooter” means a vehicle that:

- (1) Is designed to transport only the operator;
 - (2) Weighs less than 100 pounds;
 - (3) Has single wheels in tandem or a combination of one or two wheels at the front and rear of the vehicle;
 - (4) Is equipped with handlebars and a platform designed to be stood on while riding;
 - (5) Is solely powered by an electric motor and human power; and
 - (6) Is capable of operating at a speed of up to 20 miles per hour.
- (b) "Electric low speed scooter" does not include:
- (1) An electric personal assistive mobility device; or
 - (2) An electric wheelchair or other mobility aid used by a disabled individual.

Highway means the entire width between the boundary lines of any street, alley or thoroughfare of which any part is used by the public for vehicular travel, whether or not the way or thoroughfare has been dedicated to the public and accepted by any proper authority.

Play vehicle means a vehicle that:

- (1) Is typically designed for recreational use, low speed operation and use by children;
- (2) Has two or more wheels;
- (3) Is propelled only by human power;
- (4) Is not a recreational conveyance; and
- (5) Is not designed or intended for highway travel.

Examples of play vehicles include wagons, toy cars, ride-on toys, tricycles, and big wheel-style ride-on toys.

Recreational conveyances means bicycles, electric bicycles, electric boards, scooters, electric low speed scooters, skateboards, caster boards, roller skates, inline skates, and similar unregistered modes of conveyance that are used for recreational purposes.

Scooter means a two-wheeled non-motorized vehicle that has handles and is designed to be stood upon by the operator.

Skateboard means a device consisting of a flat board mounted on wheels, designed to be stood upon and propelled by human power or by an electric motor, including traditional skateboards, longboards, and electric skateboard.

Operate means the use, putting into action or causing to function of a bicycle by a person mounted thereon.

Personal delivery device (see Md. Transp. Code Ann. § 12.104.3, as amended from time to time) means a powered device that:

- (i) Is operated primarily on shoulders, sidewalks, and crosswalks;
- (ii) Is intended for the transport of property on public rights-of-way;
- (iii) Weighs not more than 550 pounds, excluding cargo; and
- (iv) Is capable of navigating with or without the active control or monitoring of an individual.

Sec. 13-167. State law.

Subtitle 12 of Title 21 of the Transportation Article of the Annotated Code of Maryland includes State laws relative to the operation of bicycles and play vehicles. This article is intended to establish standards which are in addition to and set forth higher safety standards than State law.

Sec. 13-168. Trick riding.

No person shall, while operating a recreational conveyance, indulge or engage in any kind of trick or unsafe riding on any highway, sidewalk or city-owned parking lot or garage.

Sec. 13-169. Riding on sidewalks and in parking areas prohibited.

Recreational conveyances may not be operated on sidewalks or in city-owned parking lots or parking garages.

Sec. 13-170. Personal delivery devices.

The owner or operator of a personal delivery device must register it with the police department no less than thirty (30) days before it commences operations in the City.

Sec. 13-171. Seizure of recreational conveyance.

- (a) The seizure of recreational conveyances is intended to prevent the continuation or repetition of violations of this article.
- (b) A police officer may temporarily seize a recreational conveyance that is being operated in violation of this article.
- (b) Any seizure authorized by this section shall be incident to the issuance of a citation.
- (c) A recreational vehicle seized pursuant to this section shall be:
 - 1. Logged and secured by the enforcing agency; and
 - 2. Released to the owner, or in the case of a minor, to the owner's parent or legal guardian, without fee, upon resolution of the citation or thirty (30) days, whichever is first to occur.
- (d) No recreational conveyance shall be permanently forfeited pursuant to this section.
- (e) The seizure of a recreational conveyance under this section shall not be construed as a penalty, but as a temporary measure to abate a public safety violation.

Sec. 13-172. Penalties.

Any violation of any provision of this article shall be a municipal violation, punishable by a fine of fifty dollars (\$50.00). A citation may not be issued unless the individual cited has been issued a written violation for any provision of this article within one (1) year of the date of the issuance of the citation.

File Attachments for Item:

. Ordinance 4049 (1st reading) - authorizing the transfer of 414 Grand Avenue to Trustech Pro, Inc. for the purchase price of \$2,000

ORDINANCE NO. 4049

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TRUSTECH PRO INC., FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 414 GRAND AVENUE, 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 414 Grand Avenue, 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 the Surplus Round 11 solicitation for bids for the purchase of the Property but did not receive a bid;

WHEREAS, the City has since received a bid for the purchase of the Property from Trustech Pro 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 _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2026, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) 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/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), 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

BEGINNING

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

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, _____ in fee simple forever.

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 _____, 2026, 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 \$_____ 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

_____, Cumberland, MD 21502
Tax ID No.:

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Property sales -Tax ID 04-008065, 414 Grand

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

An ordinance is being presented for consideration for the sale of 414 Grand Ave.

The property was listed on the recent Surplus Property sale round 11 and received no bid. After the public sale the property was transferred to the City “Ongoing Surplus Property Sales” website. We received a bid of \$2,000 for the property from Trustech Pro Inc. (a Frederick Maryland company in good standing in the State in Maryland). Their own 416-418 Grand Ave (adjacent to 414 Grand) and their stated intention is to use this property for off street parking due to lack of parking spaces on the street.

City staff recommends approval on the sale of this property.

Budget number:

Grant, bond, etc. reference: City revitalization program

File Attachments for Item:

. Ordinance 4050 (1st reading) - authorizing the transfer of 319 Columbia Street, 321 Columbia Street, 659 Greene Street, 661 Greene Street and 317 Cecelia Street to Christiansen Properties, LLC for the purchase price of \$300

ORDINANCE NO. 4050

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF CHRISTIANSEN PROPERTIES, LLC FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 319 COLUMBIA STREET, 321 COLUMBIA STREET, 659 GREENE STREET, 661 GREENE STREET, AND 317 CECELIA 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 319 Columbia Street, 321 Columbia Street, 659 Greene Street, 661 Greene Street, and 317 Cecelia Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,675, passed by the Mayor and City Council on July 21, 2020, Order No. 27,578 passed on October 1, 2024, and Order No. 26,757 passed on February 16, 2021;

WHEREAS, the Properties were included in a solicitation for bids for the purchase of the Properties but did not receive a bid;

WHEREAS, the City has since received a bid for the purchase of the Properties from Christiansen Properties, LLC (the "Purchaser") for the sum of Three Hundred Dollars (\$300.00), 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 Properties for the sum of Three Hundred Dollars (\$300.00) subject to the following terms and conditions:

- A. The Properties 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 \$115.00 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 _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2026, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) 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/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), 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

BEGINNING

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

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, _____ in fee simple forever.

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 _____, 2026, 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 \$_____ 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

_____, Cumberland, MD 21502
Tax ID No.:

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Property sales -Tax IDs - 05-019141 319 Columbia St, 05-019133 321 Columbia St., 06-003818 659 Greene St, 06-033709 661 Greene St & 22-008854 317 Cecelia St.

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

An ordinance is being presented for consideration for the sale of the above listed properties to Christiansen Properties LLC a Colonial Beach Va. company that owns additional properties in Cumberland. The combined bid for these properties is \$300. All of these properties have been listed on previous city Surplus Property Sales as follows:

ID	Address	Surplus Property Sale		
		Round	Month	Bid
05-019141	321 Columbia St	2	Sep-20	\$ 50.00
05-019133	321 Columbia St	2	Sep-20	\$ 50.00
06-003818	659 Greene St	9	Jun-25	\$ 50.00
06-033709	661 Greene St	9	Jun-25	\$ 50.00
22-008854	317 Cecelia St	9	Jun-25	\$ 100.00
				\$ 300.00

The sale of these properties will return them to the tax rolls and allow the city to avoid the annual maintenance costs (mowing, etc.). The stated intentions for these properties include: off-street parking, billboard placement if allowed, city greenspace, adjacent property auxiliary structure and potentially new home builds.

City staff recommends approval on the sale of these properties.

Budget number:

Grant, bond, etc. reference: City revitalization program

File Attachments for Item:

. Ordinance 4051 (*1st reading*) - providing for the closure of a portion of Strathmore Boulevard, a portion of Longwood Drive and a portion of a 12-foot unnamed alley near Seton Drive, all being located within the City of Cumberland

ORDINANCE NO. 4051

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF (1) THE PORTION OF STRATHMORE BOULEVARD FROM THE EAST SIDE OF SETON DRIVE TO THE NORTHERN BOUNDARY OF A 12-FOOT RIGHT OF WAY, (2) THE PORTION OF LONGWOOD DRIVE FROM THE EASTERN SIDE OF SETON DRIVE WEST TO THE END OF LONGWOOD DRIVE, AND (3) THE PORTION OF AN UNNAMED 12-FOOT WIDE ALLEY FROM SETON DRIVE WEST TO THE END OF THE ALLEY, THE PORTIONS OF STRATHMORE BOULEVARD, LONGWOOD DRIVE AND UNNAMED ALLEY BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

WHEREAS, the Mayor and City Council of Cumberland received petitions from Howard R. Strauss and Lisa Strauss, requesting the closure of the portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley described in the titling of this Ordinance.

WHEREAS, the portions of Strathmore Boulevard, Longwood Drive and the Unnamed Alley being closed by this Ordinance are more specifically described by metes and bounds in the attached Exhibit A and they are shown on the Plat attached hereto as Exhibit B.

WHEREAS, Howard R. Strauss and Lisa Strauss own the land on both sides of the portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley being closed by this Ordinance.

WHEREAS, the City Clerk served a personal notice upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before May 5, 2026.

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley be closed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley described and shown in Exhibits A and B shall be closed and conveyed from the City to Howard R. Strauss and Lisa Strauss, as provided for hereinafter.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Strathmore Boulevard, Longwood Drive and Unnamed Alley or portions thereof, should be compensated, and

shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of Strathmore Boulevard, Longwood Drive and Unnamed Alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person who feels aggrieved or harmed by the decision of the Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right to bring an appeal to the Circuit Court for Allegany County, Maryland, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits determined by the Mayor and City Council of Cumberland shall constitute liens on the properties of the benefitted individuals up to the amount of the assessment. These assessments shall be payable within sixty (60) days after the meeting at which the Mayor and City Council make their determinations regarding the subject matter set forth in the City Administrator's report. Collection shall be enforced by scire facias in the same manner as paving liens are collected by the Mayor and City Council. A written record of the Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office of the Circuit Court for Allegany County. The assessment therein shall be liens upon the properties respectively assessed from the time of recording, which shall occur no earlier than the expiration of the sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the interested parties, if applicable, the said portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance described in Section 1 hereof.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed the ____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

ALL that piece or parcel of land being found as that Northerly portion of Strathmore Boulevard (50 feet) found North of a right-of-way (12 feet) from Seton Drive between Braddock Heights Addition found on Plat 178 and Plat 179, the portion of Longwood Drive (40 feet) East of Seton Drive (60 feet), and an Alley (12 feet) between Lots 67 through 75 and Lots 76 through 83 of said Braddock Heights Addition found on Plat 179 as found among the Land Records of Allegany County, Maryland

BEGINNING for the same at a 5/8 inch iron bar with cap set at the Northerly most common corner of said Strathmore Boulevard and Lot 82 of said Braddock Heights Addition found on Plat 179; thence binding with common line of the Easterly limits of said Strathmore Boulevard said Lot 82

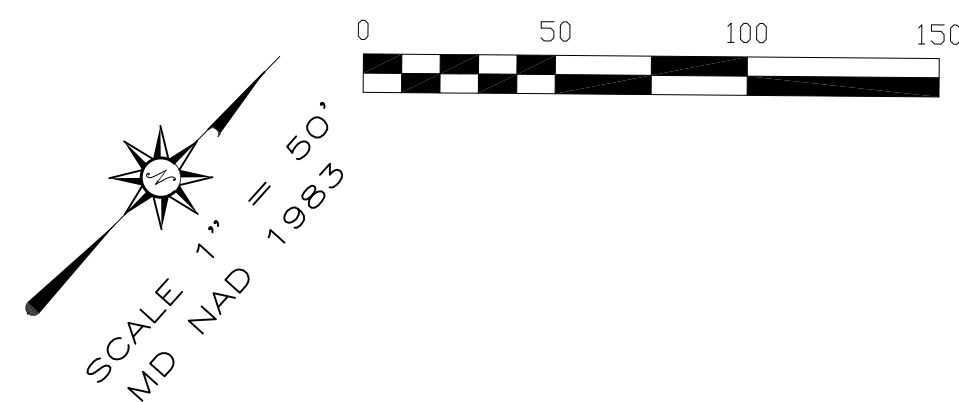
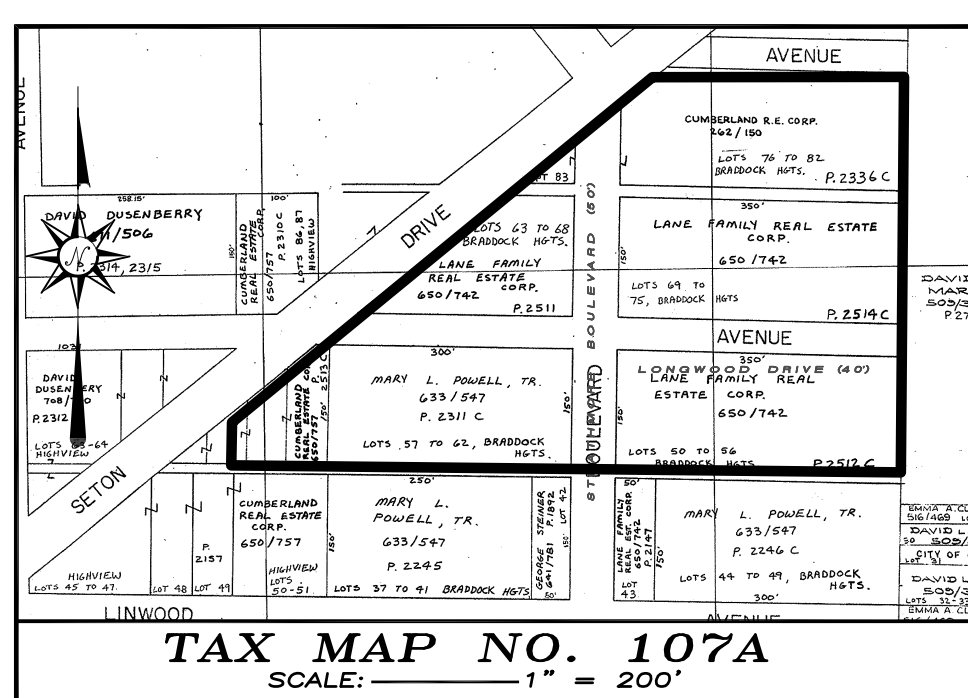
- 1) South 44 degrees 01 minutes 04 seconds East 72.29 feet to a point at the intersection of said Strathmore Boulevard and the Northerly limits of said Alley (12 feet); thence binding with the said Northerly limits of said Alley and the Southerly limits of Lots 76 through 82 of said Subdivision found on Plat 179
- 2) North 46 degrees 01 minutes 47 seconds East 350.36 feet to a point along the limits of Allegany Highland Estates 'The Point' found on Plat 1972; thence binding with the limits of said 'The Point'
- 3) South 44 degrees 17 minutes 07 seconds East 12.00 feet to a point at the common Southeasterly corner of said Alley and the Northeasterly corner of Lot 75 of said Braddock Heights Addition found on Plat 179; thence binding with the Northerly limits of Lots 69 through 75
- 4) South 46 degrees 01 minutes 47 seconds West 350.42 feet to a point at the common Northwesterly corner of Lot 69 and the Easterly limits of said Strathmore Boulevard; thence binding with the said Easterly limits of said Strathmore Boulevard
- 5) South 44 degrees 01 minutes 04 seconds East 150.00 feet to a point at the common Southwesterly corner of said Lot 69 and the Easterly intersection of said Strathmore Boulevard and the Northerly limits of said Longwood Drive; thence binding with the said Northerly limits of Longwood Drive and the Southerly limits of Lots 69 through 75 found on said Plat 179
- 6) North 46 degrees 01 minutes 47 seconds East 350.42 feet to a point along the Westerly limits of said 'The Point' at the common Northeasterly corner of Longwood Drive and the Southeasterly corner of Lot 75; thence binding with the limits of said 'The Point'
- 7) South 44 degrees 01 minutes 03 seconds East 40.00 feet to a point at the Northeasterly corner of Lot 50; thence binding with the Southerly limits of Longwood Drive and the Northerly limits of Lots 50 through 56
- 8) South 46 degrees 01 minutes 47 seconds West 350.42 feet to a point at the Northwesterly corner of Lot 56 at the Southerly intersection of said Longwood Drive with the Easterly limits of said Strathmore Boulevard; thence binding with the said Easterly limits of said Strathmore Boulevard

- 9) South 44 degrees 01 minutes 04 seconds East 143.73 feet to a point at the Southwesterly corner of said Lot 56 along the said right-of-way (12 feet) between Braddock Heights Addition Plat Numbers 178 and 179; thence binding with said right-of-way
- 10) South 45 degrees 58 minutes 57 seconds West 50.00 feet to a point at the Southeasterly corner of Lot 57 and the Westerly limits of Strathmore Boulevard; thence binding with said Westerly limits of Strathmore Boulevard
- 11) North 44 degrees 01 minutes 04 seconds West 143.78 feet to a point at the Northeasterly corner of said Lot 57 at the intersection of the said Westerly limits of Strathmore Boulevard and the Southerly limits of said Longwood Drive; thence binding with the Northerly limits of Lots 57 through 62 and with the said Southerly limits of Longwood Drive
- 12) South 46 degrees 01 minutes 47 seconds West 284.88 feet to a point at the intersection of the Easterly limits of said Seton Drive with the Southwesterly limits of said Longwood Drive; thence binding with the said Easterly limits of said Seton Drive
- 13) North 06 degrees 41 minutes 26 seconds East 63.10 feet to a point at the intersection of the Easterly limits of said Seton Drive with the Northwesterly limits of said Longwood Drive; thence binding with the Northerly limits of said Longwood Drive and the Southerly limits of Lots 64 through 68
- 14) North 46 degrees 01 minutes 47 seconds East 236.04 feet to a point at the Southeasterly corner of said Lot 68 at the intersection of the said Northerly limits of Longwood Drive and the Westerly limits of said Strathmore Boulevard; thence binding with the said Westerly limits of Strathmore Boulevard
- 15) North 44 degrees 01 minutes 04 seconds West 150.00 feet to a point at the Northeasterly corner of said Lot 68 at the intersection of the said Westerly limits of Strathmore Boulevard and the Southerly limits of said Alley (12 feet); thence binding with the Southerly limits of said Alley
- 16) South 46 degrees 01 minutes 47 seconds West 52.91 feet to a point at the intersection of the Southerly limits of said Alley (12 feet) and the Easterly limits of said Seton Drive; thence binding with the said Easterly limits of Seton Drive
- 17) North 06 degrees 41 minutes 26 seconds East 18.93 feet to a point at the intersection of the said Easterly limits of Seton Drive and the Northerly limits of said Alley (12 feet); thence binding with the said Northerly limits of said Alley
- 18) North 46 degrees 01 minutes 47 seconds East 38.26 feet to a point at the intersection of the said Northerly limits of said Alley (12 feet) and the Westerly limits of said Strathmore Boulevard; thence binding with the said limits of Strathmore Boulevard
- 19) North 44 degrees 01 minutes 04 seconds West 31.34 feet to a point at the intersection of the said Westerly limits of said Strathmore Boulevard and the Easterly limits of said Seton Drive; thence binding with the said Easterly limits of Seton Drive

20) North 06 degrees 41 minutes 26 seconds East 64.61 feet to the point of beginning

Containing 49,065.27 square feet± or 1.13 acres± as surveyed by Coughenour Surveying August, 2024.

EXHIBIT B

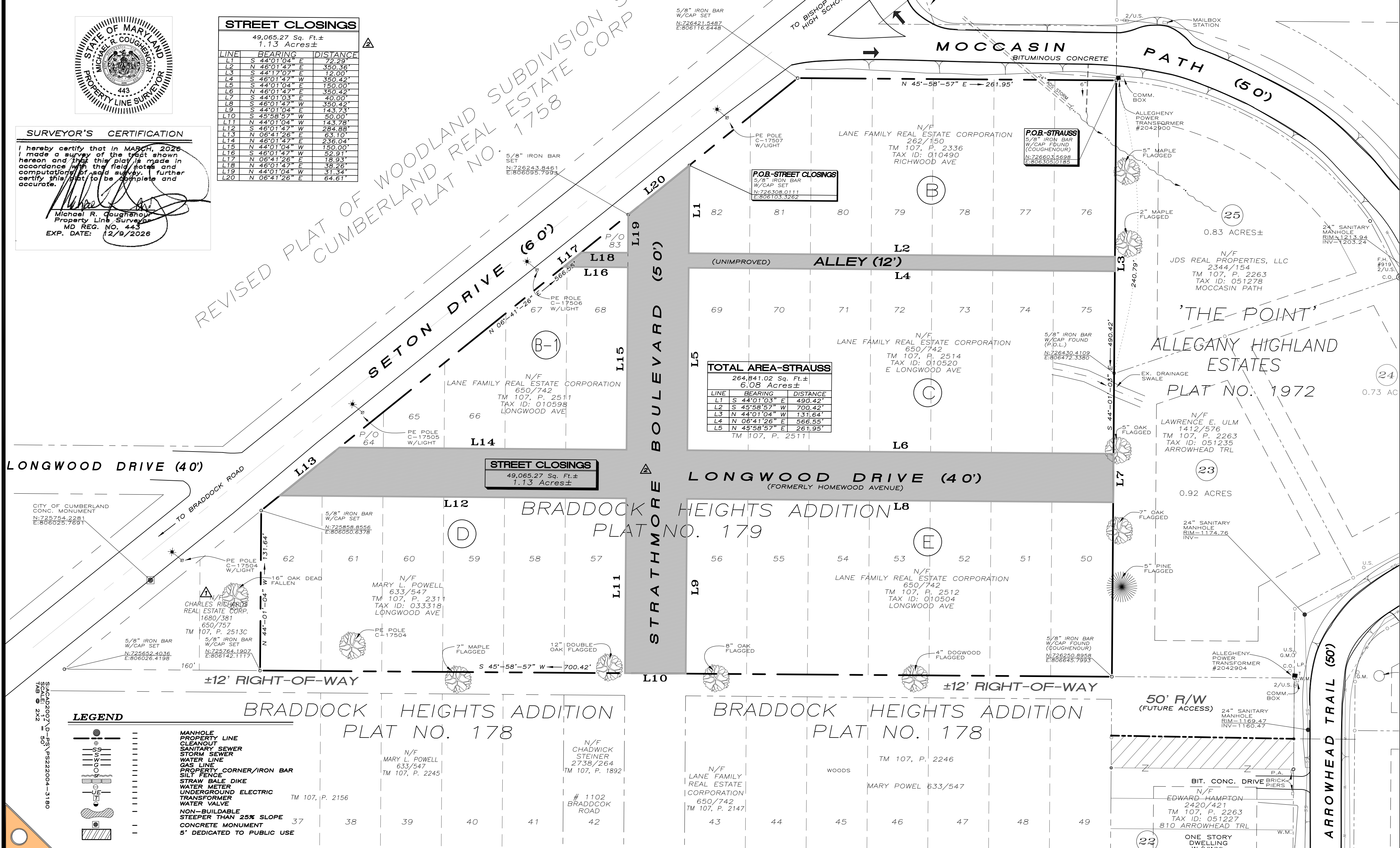


SURVEYOR'S CERTIFICATION

I hereby certify that in MARCH, 2026, I made a survey of the tract shown hereon and that this plat is made in accordance with the field notes and computations of said survey. further certify this plat to be complete and accurate.

Michael R. Caughenow
Property Line Surveyor
MD REG. NO. 443
EXP. DATE: 12/9/2026

STREET CLOSINGS		
49,065.27 Sq. Ft.± 1.13 Acres±		
LINE	BEARING	DISTANCE
N 1	S 44°01'04" E	72.29
N 2	S 44°01'04" E	350.36
L 3	S 44°17'06" E	12.00
L 4	S 46°01'47" W	350.42
L 5	S 46°01'47" W	350.36
L 6	N 46°01'47" E	350.42
L 7	S 44°01'03" E	40.00
L 8	S 44°01'04" W	350.36
L 9	S 44°01'04" E	143.73
L 10	S 45°58'57" W	50.00
L 11	S 46°01'47" W	143.73
L 12	S 46°01'47" W	284.88
L 13	N 06°41'26" E	63.10
L 14	N 06°41'26" E	23.00
L 15	N 44°01'04" W	150.00
L 16	S 46°01'47" W	52.91
L 17	N 06°41'26" E	50.00
L 18	N 46°01'47" E	35.26
L 19	N 44°01'04" W	31.34



S:\ACAD2007\D-PS\PS222004-3180
SCALE: 1" = 50'
TAB 2X2

222004-3180

PROJECT NUMBER

DRAWING NUMBER

REVISÉD PROPERTY SURVEY & STREET CLOSINGS

HOWARD & LISA STRAUSS

LOCATED AT

SETON DRIVE & MOCCASIN PATH

ALLEGANY COUNTY
CUMBERLAND —

ELECTION DISTRICT NO. 6
MARYLAND

COUGHENOUR SURVEYING

coughsurveying@verizon.net
P.O. BOX 309 • ELLERSLIE, MD 21529
TELEPHONE NO. 301-777-7222 • CELL: 301-697-4511

PREPARED FOR:

HOWARD & LISA STRAUSS
SETON DRIVE
CUMBERLAND, MD 21502

DATE: REVISIONS:

8-6-24	1	REVISED OVERLAP IN PREVIOUS SURVEY OF TRIANGLE SHAPED PROPERTY SOUTH & WEST OF LOT 62 BRADDOCK HEIGHTS ADDITION.
3-6-26	2	REVISED NEW DESCRIPTION FOR STREETS AND ALLEY CLOSINGS

DATE: AUGUST, 2024
SCALE: 1" = 50'
FIELD BOOK: DISK

DRAWN BY: D.L.C.
CHECKED BY: M. COUGHENOUR
APPROVED BY: M.R. COUGHENOUR

File Attachments for Item:

. Order 27,989 - accepting the bid from Shaffer Construction Co., Inc. to perform sidewalk repairs to the Valley Street Parklet, including repairs to damaged, broken, or missing sidewalk and mandated ADA accessibility upgrades at a cost not to exceed \$30,000



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

ORDER NO. 27,989

DATE: April 21, 2026

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

THAT, the bid from Shaffer Construction Co., PO Box 231, Ellerslie, MD 21529, to perform sidewalk repair and perform mandated ADA accessibility upgrades to the Valley Street Parklet be and is hereby accepted in the amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00); and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(a), which pertains to purchases requiring bidding.

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

Raymond M. Morriss, Mayor

Order of bids:

Shaffer Construction Co.	\$29,045.00
First Fruits Excavating, Inc.	\$40,560.50

Budget: 001.056.20100

Council Agenda Summary

Meeting Date: 4/21/2026

Key Staff Contact: Devin Burke

Item Title:

Order Accepting the bid from Shaffer Construction Co., Inc. to perform sidewalk repairs in the Valley Street Parklet, in the amount not to exceed \$30,000.

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

Requesting an order to accept the bid from Shaffer Construction Co., Inc. to perform sidewalk repair to the Valley Street Parklet. This project will be to repair damaged, broken, or missing sidewalk and perform mandated ADA accessibility upgrades.

Bids were solicited for this project with Shaffer Construction Co., Inc. providing the lowest bid to meet the scope of work at \$29,045.

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

Amount of Award:

Not to Exceed \$30,000

Budget number:

001.056.20100

Grant, bond, etc. reference:

N/A

SHAFFER CONSTRUCTION CO., INC.

Estimate

PO Box 231
ELLERSLIE, MD 21529
shafferconst@atlanticbnn.net

Date	Estimate #
3/10/2026	518

Name / Address
CITY OF CUMBERLAND - STREET DEPT 20 BEDFORD STREET CUMBERLAND, MD 21502 ATTN: KENNY DAWSON

Description	Rate	U/M	Total
WE, SHAFFER CONSTRUCTION CO. INC. HEREBY SUBMIT AN ESTIMATE TO COMPLETE THE FOLLOWING: PROJECT: VALLEY STREET PARK WORK TO INCLUDE: REMOVE ALL EXISTING CONCRETE IN THE PARK AREA AND DISPOSE OF PROPERLY REPLACE APPROXIMATELY 2,534 SQUARE YARDS OF CONCRETE SIDEWALK INCLUDING STONE AND WIRE INSTALL 3 NEW ADA MATS TOTAL EQUIPMENT, LABOR & MATERIALS	29,045.00		29,045.00
Total			\$29,045.00

Signature _____

Signature _____

Phone #	Fax #	E-mail
301-777-7177	814-767-9012	shafferconst@atlanticbnn.net



407 Plum Run Road
Ridgeley West Virginia 26753
304-726-8412 301-707-1565

March 30, 2026

RE: Valley Street Park Sidewalk Replacement
Proposal

The following is our proposal for the above referenced project. The bid item values immediately follow this sheet.

Please let me know if you have any questions or concerns.

Sincerely,

Robert M. Foote Jr.

Bob Foote
Estimator
First Fruits Excavating, Inc.
bob@firstfruits-wv.com
(301) 697-4527 cell

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION	1.000	LS	1,088.00	1,088.00
20	CURB AND SIDEWALK DEMO	40.000	CY	117.00	4,680.00
30	MONOLITHIC CURB AND SIDEWALK	165.000	LF	63.00	10,395.00
40	SIDEWALK	1,225.000	SF	15.50	18,987.50
45	HANDICAP DETECTABLES	30.000	SF	44.50	1,335.00
50	TOPSOIL	100.000	SY	37.50	3,750.00
60	SEED AND MULCH	100.000	SY	3.25	325.00
	Bid Total				\$40,560.50

File Attachments for Item:

. Order 27,990 - approving the sole source purchase from DW OGG Equipment Co. for a new Massey Ferguson MF4710 Tractor in the not to exceed amount of \$64,433



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

ORDER NO. 27,990

DATE: April 21, 2026

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

THAT, the sole source purchase from DW OGG Equipment Co., 5149 Cap Stine Rd, Frederick, MD 21703, for the purchase of a New Massey Ferguson MF4710 Tractor to be used for daily operations by the Water Department, be and is hereby approved in the not to exceed amount of Sixty Four Thousand Four Hundred Thirty Three Dollars and No Cents (\$64,433.00); and

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

Raymond M. Morriss, Mayor

Budget: 002.220.64000

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the sole source purchase of a New Massey Ferguson MF4710 Tractor from DW OGG Equipment Co, 5149 Cap Stine Road, Frederick, MD 21703 in the not to exceed amount of \$64,433.

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

Requesting a sole source order to accept the purchase of New Massey Ferguson MF4710 Tractor from DW OGG Equipment Co. for an amount not to exceed \$64,433. DW OGG Equipment Co. is offering Sourcewell Contract pricing, which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). This will be used in daily operations by the Water Department.

Amount of Award:

\$64,433

Budget number:

002.220.64000

Grant, bond, etc. reference:

N/A



Prepared for: CITY OF CUMERLAND MD
Good Through: 04-30-2026
Dealer Representative: Jeremy Thompson
Representative Email: jeremy@dwogg.net
Representative Phone:

Model #	MSRP
MF4710 Tractor	\$ 86,731.00
- MF4710 Tractor - MF4710 PFA Cab Deluxe - DYNA-2,24x24,40kph,Spdmtchg, - No Bucket Selected - Air Ssp Swivel Seat w/Armres - R420/85R34 (16.9R34) R1 - F340/85R24 (13.6R24) R1 - Wgt Adapter Pkg-2x50kg adp w - Wgt Pkg-2x50kg wts (stackabl - Proposition 65 Decal	
Total Retail Price	\$ 86,731.00

Cash Price \$64,433.00



Cash Price	Cash Price	
	Sale Price	\$ 64,433.00
	Trade-In:	\$ 0.00
	Net Price	\$ 64,433.00
	Taxes	\$ 0.00
	Final Customer Price	\$ 64,433.00

**AGCO**
PARTS
GENUINE PARTS
& SERVICE

AGCO
ANSWERS
(877) 525-4384
AGCOAnswers@AGCOcorp.com
COMMITTED
TO CUSTOMER
CARE

Notes

PRICE INCLUDES DELIVERY TO CUMBERLAND MD . THIS QUOTE IS GOOD TILL 4/30/2026 AFTER THAT WE WILL HAVE REEVALUATE TO SEE IF PROGRAMS CHANGE

*** SEPTEMBER LEAD TIME ***

*** THIS IS SOURCEWELL PRICING ***

*** I REMOVED THE FRONT WEIGHTS AND REAR TIRE FILL . I STRONGLY RECOMMEND FILLING THE REAR TIRES ***

This Letter is a non-binding indication of interest regarding a possible transaction on the general terms and conditions outlined herein and is not a legal commitment. This Letter is intended for the use of the Customer only. *The following is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by AGCO Finance LLC for discussion purposes only. Customer participation subject to credit qualification and approval by AGCO Finance LLC. Not all Customers may qualify for this rate or term. This proposal is not a statement of all terms and conditions of any financing that may be approved. This Letter is intended for the use of the Customer only. This Letter is valid until "Good Through" date listed above and thereafter shall automatically be deemed to be null and void. ***The cash price is a good faith dealer estimate only. See dealer for details.





MASSEY FERGUSON

MF 4700 PLATFORM

(F.O.B. PORT OF ENTRY)

TRACTOR FEATURES

ENGINE SYSTEM

- AGCO Power 33AWIC 3 Cylinder (Turbocharged)
EPA Tier 4 Final and CARB Certified
MF4707 - Diesel Oxidation Catalyst (DOC), Exhaust Gas Recirculation (EGR)
MF4708/4709/4710 - SCR Technology (Post-Combustion DEF), Diesel Oxidation Catalyst (DOC)
- Air Cleaner: Dual Element Dry Type
- Air Cleaner Intake, Under Hood
- Vertical Exhaust
- Cooling System: Antifreeze 50/50 Mix
- Cold Starting Aid: Intake Heater

HORSEPOWER

(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM)

- MF4707** Deluxe Powershuttle Only:
75 Max Engine HP, 70 Engine HP, 58 PTO HP
- MF4708** Deluxe Powershuttle:
85 Max Engine HP, 80 Engine HP, 67 PTO HP
- MF4709** Deluxe Powershuttle:
95 Max Engine HP, 90 Engine HP, 77 PTO HP
- MF4710** Deluxe Powershuttle:
100 Max Engine HP, 99 Engine HP, 87 PTO HP

FRONT AXLE

- 2wd: Adjustable
- 4wd: Center Driveline, Open Differential, Standard Hydraulically Actuated Differential Lock

POWERTRAIN

- Transmission:
 - 2wd:**
18 mph (30 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)
 - 4wd:**
25 mph (40 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)
- Rear Axle: Inboard Planetary Final Drives, with HydraLock Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with Independent Foot Pedal Operation
Hook and Lever Parking Brake
- PTO: Independent 540/540E RPM, External Control with 6 Spline Non-Flanged Shaft (1-3/8 In. Diameter), Independent Wet Disc Clutch, Electro-hydraulic Engagement

HYDRAULIC SYSTEM

- 2 Mechanically Controlled Spool Valves (1 x DA KO FL + 1 x DA KO FL)
- Implement System:
Open Center System, Engine Driven Gear Pump
17.1 GPM (65 LPM) Flow
Optional Cable-controlled Loader Joystick with Mid Valves
- Rear Linkage:
ASAE Category II with Telescopic Ball Ends
Lift Capacity at 24": 4850 LBS (2200 KG)
2 Adjustable Rear Linkage Turnbuckles
Standard Telescopic Stabilizers
- Swing Straight Drawbar with 350/400/500mm Positions, Cat 2 Clevis

ELECTRICAL

- 12 Volt DC, Negative Ground
- Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free SAE 720 CCA Battery
- 80 AMP Alternator
- Ignition: Key with Safety Start
- Keyed Engine Shutoff
- Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- Mid Mounted Work Lights
- Rear Brake Lights
- Standard 1 Rear Work Light
- 7 Pin ASAE Outlet Socket
- 30 Amp Auxiliary Electrical Socket

INSTRUMENTS

- Digital & Analog Instrument Panel with Performance Monitor
- Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- Digital Transmission Display
- Digital Hour Meter
- Operation and Service Lights

OPERATOR ENVIRONMENT (PLATFORM MODELS)

- Semi-Flat Floor Platform with Rubber Floor Mat
- Hand Rail with Glass Heat Shields
- Lever Controlled 3-Point Linkage with Draft Control
- 2 Post Folding ROPS
- Tilt Steering Column
- Mechanical Spring Suspension Seat with Armrests and Wider Seat Cushion
- Retractable Seat Belt
- Cup Holder
- Pendant Style (Suspended) Foot Pedals
- Hand and Foot Throttle
- Left Side and Right Side Foot Step Entry
- External 3-Point Lift Control on Left Hand Side Fender

OTHER STANDARD FEATURES

- Fuel Tank Under Platform, Ground Fill
Fuel Capacity: 27.7 Gallons (105 Liters)
- One-Piece Tilting Hood
- Rear Fender Side Extensions - 100mm
- Fuel Tank Guard
- Tool Box
- SMV Sign

OCTOBER 2025

Model Number: MF4710
Model Year: 2026

QQ Number: QQ-1034934
Serial Number:

Invoice Number:
Order Number:

Dealership Name: D.W. Ogg Equipment Co.
Location: Frederick (326465)

MF 4700 PLATFORM

(F.O.B. PORT OF ENTRY)



MASSEY FERGUSON

LOADER FEATURES

MF 931X Non-Self Leveling

- 136 in. (3400mm) Max Lift Height at Pivot Pins
- 3,420 lb. (1550kg) Lift Capacity to Max Lift Height at Pivot Pins
- **2,140 lb. (970kg)** Lift Capacity to Max Lift Height, 31.5 in. (800mm) Forward of Pivot Pins*
- 4,150 lb. (1880kg) Lift Capacity to 59 in. (150mm) Lift Height at Pivot Pins
- 3,020 lb. (1370kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins*

*Based on bucket weight of 330 lbs (150kg)

- Construction
 - ▶Welded Box Section Loader Beams with Internally Routed Hydraulic Hoses for Neat Concealment and Protection
 - ▶Tough and Durable Powder Coat Finish Ensuring Long Life
 - ▶Low Placement of the Cross Tube Does Not Block the Tractor Lights
 - ▶A tapered Design with the Lowest Knee Placement on the Market Makes for Superb Side Visibility
- Quick Detaching
 - ▶Simply Place the Implement on the Ground, Lower the Parking Stands, Unlatch the Pins and Disconnect the Hydraulic Connections Between the Loader and Tractor
 - ▶For Faster Hydraulic Connection, a Simple Action Multicoupler is Available
- Versatile Options
 - ▶SoftDrive Loader Suspension Reduces Stresses on the Loader, Tractor, as Well as the Operator
 - ▶Third Function Diverter to Utilize a Grapple or Bale Squeeze

FL.3522 Non-Self Leveling

- 139.8 in. (3550mm) Max Lift Height at Pivot Pins
- 4,410 lb. (2000kg) Lift Capacity to Max Lift Height at Pivot Pins
- **2,760 lb. (1250kg)** Lift Capacity to Max Lift Height, 31.5 in. (800mm) Forward of Pivot Pins
- 4,890 lb. (2220kg) Lift Capacity to 59 in. (150mm) Lift Height at Pivot Pins
- 3,640 lb. (1650kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins

FL.3615 Mechanical Self Leveling

- 139.8 in. (3550mm) Max Lift Height at Pivot Pins
- 3,020 lb. (1370kg) Lift Capacity to Max Lift Height at Pivot Pins
- **3,420 lb. (1550kg)** Lift Capacity to Max Lift Height, 31.5 in. (800mm) Forward of Pivot Pins
- 3,400 lb. (1540kg) Lift Capacity to 59 in. (150mm) Lift Height at Pivot Pins
- 3,460 lb. (1570kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins
- Construction
 - ▶Welded C Section Loader Beams with Internally Routed Hydraulic Hoses for Neat Concealment and Protection
 - ▶Tough and Durable Powder Coat Finish Ensuring Long Life
- Lock and Go System
 - ▶Simple 5-Step Process for Attachment/Detachment Requiring No Tools and Rigid Support Legs
- Easy and Fast Hydraulic Connection
 - ▶Connection of the Tractor and Loader is Made Easy by Compact Design of Flat Face Couplings
 - ▶For Faster Hydraulic Connection, Simple Action Multicouplers are Available
- SoftDrive
 - ▶Shock Absorption System that Reduces Stresses on the Loader, Tractor, as Well as the Operator
 - ▶Hidden and Protected inside the Cross Tube, SoftDrive can be Electronically Activated When you Need It

OCTOBER 2025

Model Number: MF4710
Model Year: 2026

QQ Number: QQ-1034934
Serial Number:

Invoice Number:
Order Number:

Dealership Name: D.W. Ogg Equipment Co.
Location: Frederick (326465)

MF 4700 CAB



MASSEY FERGUSON

(F.O.B. PORT OF ENTRY)

TRACTOR FEATURES

ENGINE SYSTEM

- AGCO Power 33AWIC 3 Cylinder (Turbocharged)
EPA Tier 4 Final and CARB Certified
MF4707 - Diesel Oxidation Catalyst (DOC), Exhaust Gas Recirculation (EGR)
MF4708/4709/4710 - SCR Technology (Post-Combustion DEF), Diesel Oxidation Catalyst (DOC)
- Air Cleaner: Dual Element Dry Type
- Air Cleaner Intake, Under Hood
- A-Pillar Exhaust with Heat Shield
- Cooling System: Antifreeze 50/50 Mix
- Cold Starting Aid: Intake Heater

HORSEPOWER

(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM)

- MF4707** Deluxe Powershuttle:
75 Max Engine HP, 70 Engine HP, 57 PTO HP
- MF4708** Deluxe Powershuttle:
85 Max Engine HP, 80 Engine HP, 67 PTO HP
- MF4709** Deluxe Powershuttle:
95 Max Engine HP, 90 Engine HP, 77 PTO HP
- MF4710** Deluxe Powershuttle:
100 Max Engine HP, 100 Engine HP, 87 PTO HP

FRONT AXLE

- 2wd: Adjustable
- 4wd: Center Driveline, Open Differential, Standard Hydraulically Actuated Differential Lock

POWERTRAIN

- Transmission:
2wd:
18 mph (30 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)
4wd:
25 mph (40 kph) 12x12 Transmission with Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)
- Rear Axle: Inboard Planetary Final Drives, with HydraLock Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with Independent Foot Pedal Operation
Hook and Lever Parking Brake
- PTO: Independent 540/540E RPM, External Control with 6 Spline Non-Flanged Shaft (1-3/8 In. Diameter), Independent Wet Disc Clutch, Electro-hydraulic Engagement

HYDRAULIC SYSTEM

- 2 Mechanically Controlled Spool Valves
(1 x DA KO FL + 1 x DA KO FL)
- Implement System:
Open Center System, Engine Driven Gear Pump
17.1 GPM (65 LPM) Flow
Optional Cable-controlled Loader Joystick with Mid Valves and 3rd Function Ready Buttons
- Rear Linkage:
ASAE Category II with Telescopic Ball Ends
Lift Capacity at 24": 4850 LBS (2200 KG)
2 Adjustable Rear Linkage Turnbuckles
- Standard Telescopic Stabilizers
- Swing Straight Drawbar with 350/400/500mm Positions,

ELECTRICAL

- 12 Volt DC, Negative Ground
- Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free SAE 720 CCA Battery
- 80 AMP Alternator
- Ignition: Key with Safety Start
- Keyed Engine Shutoff
- Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- Mid Mounted Work Lights
- Rear Brake Lights
- Standard 1 Rear Work Light
- 7 Pin ASAE Outlet Socket
- 30 Amp Auxiliary Electrical Socket

INSTRUMENTS

- Digital & Analog Instrument Panel with Performance Monitor
- Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- Digital Transmission Display
- Digital Hour Meter
- Operation and Service Lights

OPERATOR ENVIRONMENT (CAB MODELS)

- Standard Cab Roof, HVAC with Manual Controls, 2 Low Mounted Doors, Antenna & Speakers
- 2 Front and 2 Rear Roof Mounted Work Lights
- Pull-down Sun Shade
- Lever Controlled 3-Point Linkage with Draft Control
- Rubber Floor Mat
- Telescopic Large Side Mirrors
- Internal Mirror
- Dual Adjustment Steering Column (Tilting and Telescopic)
- Mechanical Swiveling Seat with Armrests
- Retractable Seat Belt
- Instructor's Seat with Seatbelt
- Cup Holder
- Pendant Style (Suspended) Foot Pedals
- Hand Rails
- Hand and Foot Throttle
- Left Side and Right Side Foot Step Entry
- External 3-Point Lift Control on Left and Right Hand Fenders
- Rear Wiper/Washer

OTHER STANDARD FEATURES

- Fuel Tank Under Platform, Ground Fill
Fuel Capacity: 27.7 Gallons (105 Liters)
- One-Piece Tilting Hood
- Rear Fender Side Extensions - 100mm
- Fuel Tank Guard
- Tool Box
- SMV Sign

OCTOBER 2025

Model Number: MF4710
Model Year: 2026

QQ Number: QQ-1034934
Serial Number:

Invoice Number:
Order Number:

Dealership Name: D.W. Ogg Equipment Co.
Location: Frederick (326465)



MF 4700 CAB

(F.O.B. PORT OF ENTRY)

LOADER FEATURES

MF 931X Non-Self Leveling

- 136 in. (3400mm) Max Lift Height at Pivot Pins
- 3,420 lb. (1550kg) Lift Capacity to Max Lift Height at Pivot Pins
- **2,140 lb. (970kg)** Lift Capacity to Max Lift Height, 31.5 in. (800mm) Forward of Pivot Pins*
- 4,150 lb. (1880kg) Lift Capacity to 59 in. (150mm) Lift Height at Pivot Pins
- 3,020 lb. (1370kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins*

*Based on bucket weight of 330 lbs (150kg)

- Construction
 - ▶Welded Box Section Loader Beams with Internally Routed Hydraulic Hoses for Neat Concealment and Protection
 - ▶Tough and Durable Powder Coat Finish Ensuring Long Life
 - ▶Low Placement of the Cross Tube Does Not Block the Tractor Lights
 - ▶A tapered Design with the Lowest Knee Placement on the Market Makes for Superb Side Visibility
- Quick Detaching
 - ▶Simply Place the Implement on the Ground, Lower the Parking Stands, Unlatch the Pins and Disconnect the Hydraulic Connections Between the Loader and Tractor
 - ▶For Faster Hydraulic Connection, a Simple Action Multicoupler is Available
- Versatile Options
 - ▶SoftDrive Loader Suspension Reduces Stresses on the Loader, Tractor, as Well as the Operator
 - ▶Third Function Diverter to Utilize a Grapple or Bale Squeeze

FL3522 Non-Self Leveling

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- 3,640 lb. (1650kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins

FL3615 Mechanical Self Leveling

- 139.8 in. (3550mm) Max Lift Height at Pivot Pins
- 3,020 lb. (1370kg) Lift Capacity to Max Lift Height at Pivot Pins
- **3,420 lb. (1550kg)** Lift Capacity to Max Lift Height, 31.5 in. (800mm) Forward of Pivot Pins
- 3,400 lb. (1540kg) Lift Capacity to 59 in. (150mm) Lift Height at Pivot Pins
- 3,460 lb. (1570kg) Lift Capacity to 59 in. (150mm) Lift Height, 31.5 in. (800mm) Forward of Pivot Pins
- Construction
 - ▶Welded C Section Loader Beams with Internally Routed Hydraulic Hoses for Neat Concealment and Protection
 - ▶Tough and Durable Powder Coat Finish Ensuring Long Life
- Lock and Go System
 - ▶Simple 5-Step Process for Attachment/Detachment Requiring No Tools and Rigid Support Legs
- Easy and Fast Hydraulic Connection
 - ▶Connection of the Tractor and Loader is Made Easy by Compact Design of Flat Face Couplings
 - ▶For Faster Hydraulic Connection, Simple Action Multicouplers are Available
- SoftDrive
 - ▶Shock Absorption System that Reduces Stresses on the Loader, Tractor, as Well as the Operator
 - ▶Hidden and Protected inside the Cross Tube, SoftDrive can be Electronically Activated When you Need It

OCTOBER 2025

Model Number: MF4710
Model Year: 2026

QQ Number: QQ-1034934
Serial Number:

Invoice Number:
Order Number:

Dealership Name: D.W. Ogg Equipment Co.
Location: Frederick (326465)



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Purchase

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Apr 14, 2026 at 2:52 PM

Jeff, the Water Distribution department budgeted \$65,000 for a new tractor this year. DW OGG Equipment in Frederick, MD is offering us sourcewell cooperative pricing on a Massey Ferguson MF4710 Tractor for \$64,433.00. I also looked at Case, New Holland and Kubota, and I feel this tractor best fits our needs.

Could you please approve this sole source request.

Thanks,
Brian

 QQ-1034534 (1).pdf
505K

Jeff Silka <jeff.silka@cumberlandmd.gov>
Reply-To: jeff.silka@cumberlandmd.gov
To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Apr 14, 2026 at 3:43 PM

Approved



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

[Quoted text hidden]

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

Wed, Apr 15, 2026 at 10:34 AM

Thanks
[Quoted text hidden]

File Attachments for Item:

. Order 27,991 - authorizing the execution of an Outdoor Dining Lease Agreement with Lefty's Place for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 1, 2026 through October 31, 2026



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

ORDER NO. 27,991

DATE: April 21, 2026

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

THAT, the Mayor be and is hereby authorized to execute an Outdoor Dining Lease Agreement, by and between the Mayor and City Council of Cumberland and Lefty's Place detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective May 1, 2026 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

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

WHEREAS, Lessee operates a restaurant at 118 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 **8** feet **0** inches and length of **36** feet **0** inches, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Amel Morris
Lefty's Place
118 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.

30. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to modification and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

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

RESTAURANT NAME

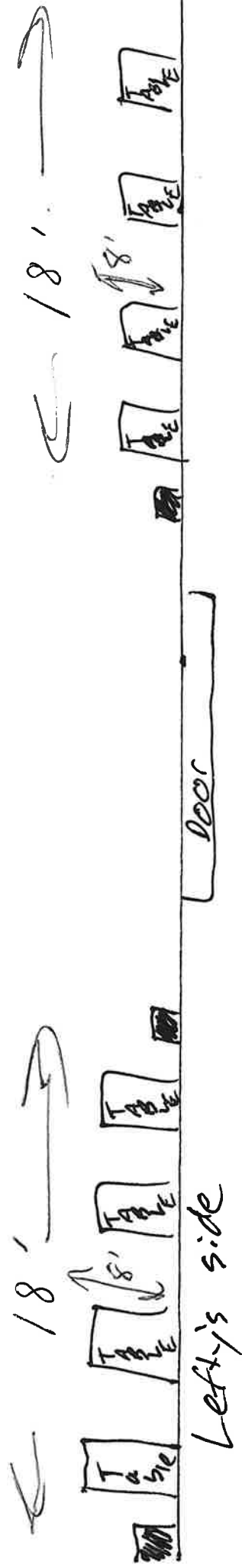
Witness

By:  (Seal)
Signature

Amel Morriss
Printed name

Managing Partner
Position

Baltimore Street



Rosenbaum Building

File Attachments for Item:

. Order 27,992 - approving the amended site plan for City Lights American Grill's outdoor dining lease, effective May 8, 2026 through October 31, 2026



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

ORDER NO. 27,992

DATE: April 21, 2026

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

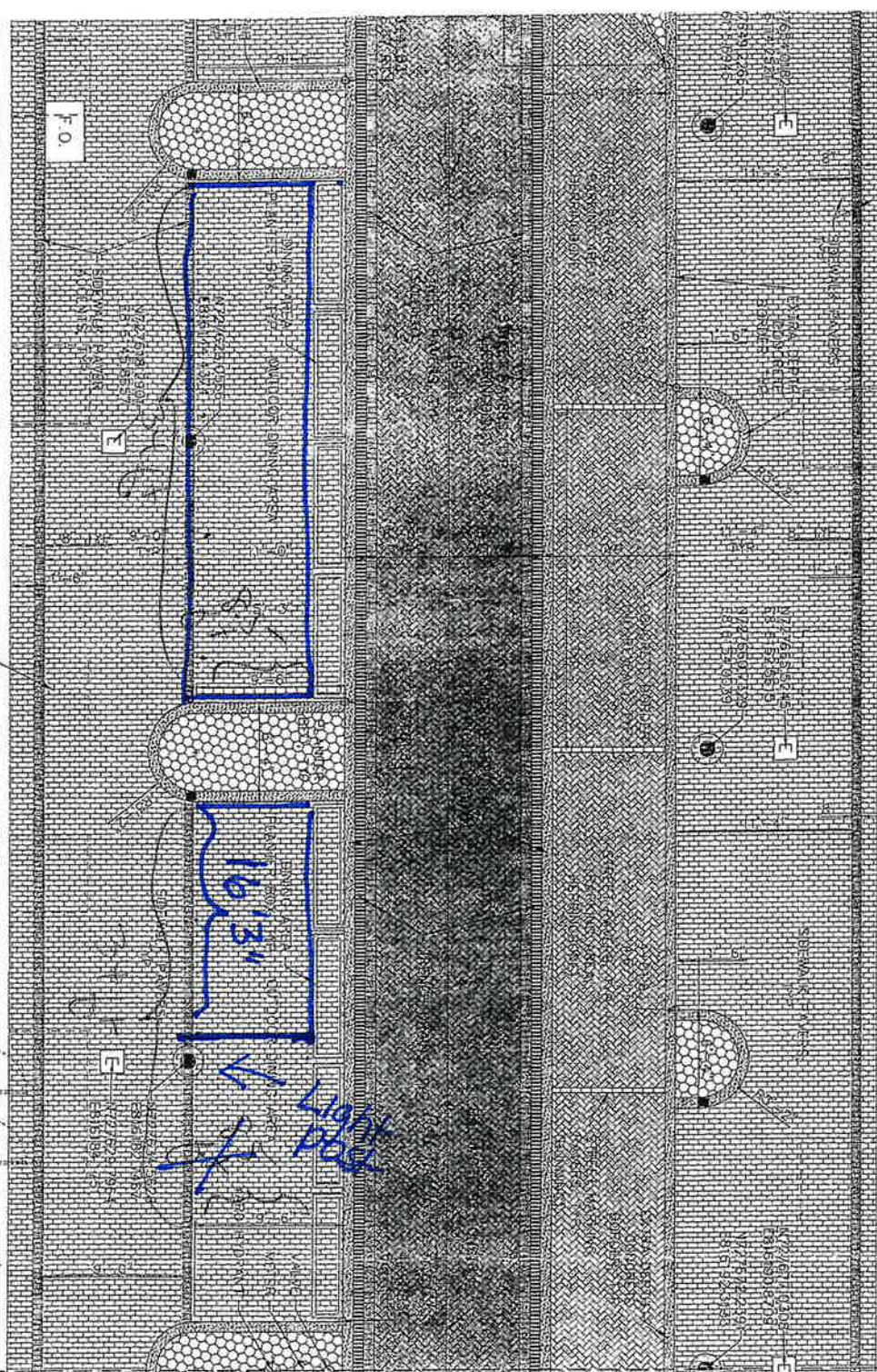
THAT, the amended site plan drawing associated with the Outdoor Dining Lease Agreement, by and between the Mayor and City Council of Cumberland and City Lights American Grill originally approved on October 21, 2025 be and is hereby approved, with the modified space becoming effective as of May 8, 2026 and expiring on October 31, 2026 with the original lease agreement.

Raymond M. Morriss, Mayor

*New Site Plan Attached

CUMBERLAND
ARMS
BUILDING

EX CONCRETE BORDER
(TO REMAIN)



LAZARUS
BUILDING

CITY
LIGHTS

THE
SHOPS
AT A

The highlighted
dining area

File Attachments for Item:

. Order 27,993 - approving the second and final extension of a contract with Burgmeier's Hauling for the transportation and disposal of grit, scum, and screenings from the John D. DiFonzo Water Reclamation Facility (City Project 11-21-WWTP) in the lump sum per month amount not to exceed \$3,808.38 for the contract period July 1, 2026 through June 30, 2027



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

ORDER NO. 27,993

DATE: April 21, 2026

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

THAT the one (1) year extension of a contract with Burgmeier's Hauling, Inc., P.O. Box 929, Altoona, PA, 16603, for the transportation and disposal of grit, scum, and screenings from the John D. DiFonzo Water Reclamation Facility (City Project 11-21-WWTP) be and is hereby accepted in the lump sum per month amount not to exceed Three Thousand, Eight Hundred Eight Dollars and Thirty Eight Cents (\$3,808.38) for the contract period July 1, 2026 through June 30, 2027; and

BE IT FURTHER ORDERED, that this is the second and final extension of the contract originally approved by Order No. 26,974 on March 15, 2022.

Raymond M. Morriss, Mayor

Budget: 003.310.20100

Council Agenda Summary

Meeting Date: 4/21/2026

Key Staff Contact: Raquel Kettermann

Item Title:

Transportation and Disposal of Grit, Scum and Screenings from the John J. DiFonzo Water Reclamation Facility (Project No. 11-21-WWTP)

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

An order to accept a 1-year extension of Burgmeier's Hauling mutually agreed upon price of \$3,808.38 per month (lump sum) for the transportation and disposal of grit, scum and screenings from the John J. DiFonzo Water Reclamation Facility (11-21-WWTP) for the contract period of July 1, 2026 to June 30, 2027. This will be the second extension of the original contract approved in M&CC Order 26,974.

Amount of Award: \$3,808.38 per month (\$45,700.56 annually)

Budget number: 003.310.20100

Grant, bond, etc. reference: City Funds

BURGMEIER'S HAULING, INC.

INDUSTRIAL, COMMERCIAL, RESIDENTIAL,
RECYCLING & RECYCLING CONSULTANT
(814) 943-8975

DAVID M. BURGMEIER
President

P.O. BOX 159
BELLWOOD PA 16617

City Of Cumberland
57 North Liberty St.
Cumberland MD, 21502

Contract: CITY PROJECT NO. 11-21-WWTP

02/26/26

Raquel,

In reference to the current contract being up for renewal for the transportation and disposal of grit, scum, and screenings from the city's waste water treatment plant, Burgmeier's hauling is pleased to offer the city a one year renewal from July 1, 2026 to June 30, 2027. The new rate for services would be \$3,808.38 per month.

We hope that the city would choose to exercise its option to renew the current contract for an additional year.

Sincerely,



Dalton Wood
Director of Strategic Initiatives
Burgmeier's Hauling Inc.
814-515-6596
DaltonW@burgmeiers.com

Service & Satisfaction Guaranteed

File Attachments for Item:

. Order 27,994 - accepting the bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, USALCO, LLC, Colonial Chemical Solutions, Chemstream, LLC and Univar Solutions for the Combined Chemical Bid FY27 (City Project 2022-31-UTIL) for use at the Water Reclamation Facility and Water Filtration Plant



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

ORDER NO. 27,994

DATE: April 21, 2026

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

THAT the bids of Phoenix Solutions, LLC, Shannon Chemical Corporation, USALCO, LLC, Colonial Chemical Solutions, Chemstream, LLC and Univar Solutions for the purchase of all advertised chemicals for the Combined Chemical Bid FY27 (2022-31-UTIL) for use at the Water Reclamation Facility and Water Filtration Plant, and be and are hereby accepted in the following estimated amounts:

NO.	Chemical	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT						\$ 115.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT						\$ 70.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal			\$ 5.1621			
4	Granular Chlorine	WRF	per Drum						\$ 280.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum						\$ 1,191.60
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	N/A					
7	SterFloc 981S (IBC Tote)	ALCO	per Gal	N/A					
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	N/A					
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal					\$ 1.48	
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT					\$ 35.00	
11	Solar Salt (Extra Course 50 lb Bags)	WFP	per CWT	No Bid Accepted					
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal					\$ 2.05	
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	N/A					
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	N/A					
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal						
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal		\$ 7.34				
17	DelPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal						\$ 3.339
18	DelPac 2000 IBC Tote	ALCO	per Gal	N/A					
19	DelPac 2000 Bulk Supply	WRF	per Gal			\$ 3.0704			
19	DelPac 2000 Bulk Supply	ALCO		N/A					
20	Methanol Bulk Storage	WRF	per Gal				\$ 1.93		
20	Methanol Bulk Storage	ALCO		N/A					
21	Sodium Hypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal					\$ 3.15	
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 538.00					
23	Sodium Bicarbonate	City - Pool	per CWT	\$ 128.00					
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ 83.00					

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

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute chemical purchase contracts with the accepted vendors; and

BE IT FURTHER ORDERED, that the contracts shall be awarded for one (1) year periods with the option to renew for two (2) consecutive one-year periods, upon mutual consent of the parties.

Raymond M. Morriss, Mayor

Estimated Costs Per Department

WRF	003.310.36000	\$564,655.39
WFP	002.230.36000	\$435,103.50
REC	001.077.36000	\$19,372.45

Budget: WRF - 003.310.36000
WFP - 002.230.36000
REC - 001.077.36000

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: Raquel Ketterman

Item Title: Combined Chemical Bid FY27 (2022-31-UTIL)

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

An order to accept chemical supply bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, USALCO, LLC, Colonial Chemical Solutions, Chemstream, Inc., and Univar Solutions USA LLC. at the Water Reclamation Facility, Water Filtration Plant, and Constitution Park Pool.

NO.	Chemical	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT						\$ 115.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT						\$ 70.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal			\$ 5.1621			
4	Granular Chlorine	WRF	per Drum						\$ 280.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum						\$ 1,191.60
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	N/A					
7	SterFloc 981S (IBC Tote)	ALCO	per Gal	N/A					
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	N/A					
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal					\$ 1.48	
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT					\$ 35.00	
11	Solar Salt (Extra Course 50 lb Bags	WFP	per CWT	No Bid Accepted					
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal					\$ 2.05	
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	N/A					
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	N/A					
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal						
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal		\$ 7.34				
17	DelPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal						\$ 3.339
18	DelPac 2000 IBC Tote	ALCO	per Gal	N/A					
19	DelPac 2000 Bulk Supply	WRF	per Gal			\$ 3.0704			
19	DelPac 2000 Bulk Supply	ALCO		N/A					
20	Methanol Bulk Storage	WRF	per Gal				\$ 1.93		
20	Methanol Bulk Storage	ALCO		N/A					
21	Sodium Hypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal					\$ 3.15	
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 538.00					
23	Sodium Bicarbonate	City - Pool	per CWT	\$ 128.00					
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ 83.00					

Amount of Award:

Estimated Costs Per Department:

WRF 003.310.36000 \$564,655.39

WFP 002.230.36000 \$435,103.50

REC 001.077.36000 \$19,372.45

Budget number:

WRF 003.310.36000

WFP 002.230.36000

REC 001.077.36000

PROJECT INFORMATION	
Project Title:	Combined Chemical Bid FY27
City Project:	2025-22-UTIL
Contract Length:	365 Days w/ 2 Optional 1 Year Extensions
BID OPENING	
Date & Time:	March 11, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation											
BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Chemrite, Inc	Phoenix Solutions, LLC	Kuehne Chemical Company	Shannon Chemical Corporation	Brenntag Northeast LLC	JCI Jones Chemicals, Inc.	USALCO, LLC	Colonial Chemical Solutions, Inc.	George S. Coyne Chemical Co., Inc.	Chemstream, Inc.	Univar Solutions USA LLC	Carus LLC
5202 Bellewood Ct. Ste 104 Budford, GA 30518	1910 Dents Run Rd Morgantown, WV 26501	86 N. Hackensack Ave Kearny, NJ 07032	P.O. Box 376 Malvern, PA 19355	81 W. Huller Lane Reading, PA 19605	16248 Industrial Drive Milford, VA 22514	2601 Cannery Avenue Baltimore, MD 21226	1375 Chatham Parkway Savannah, Georgia 31405	3015 State Road Croydon, PA 19021	511 Railroad Avenue Homer City, PA 15748	68 Shelbourne Road Richboro, PA 18954	315 Fifth Street Peru, IL 61354

				Chemrite, Inc	Phoenix Solutions, LLC	Kuehne Chemical Company	Shannon Chemical Corporation	Brenntag Northeast LLC	JCI Jones Chemicals, Inc.	USALCO, LLC	Colonial Chemical Solutions, Inc.	George S. Coyne Chemical Co., Inc.	Chemstream, Inc.	Univar Solutions USA LLC	Carus LLC	Quantity Unit	Totals Qualifying Chemicals
BASE BID																	
BID NO.	DESCRIPTION OF BID	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE		
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT	\$ -	\$ 124.00	\$ 200.00	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 115.00	\$ -	760 per CWT	87,400.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT	\$ -	\$ 103.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ 70.00	\$ -	360 per CWT	25,200.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.1621	\$ -	\$ -	\$ -	\$ -	\$ -	330 per Gal	1,703.49
4	Granular Chlorine	WRF	per Drum	\$ -	\$ 497.00	\$ -	\$ -	\$ 565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280.50	\$ -	3 per Drum	841.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum	\$ 1,233.47	\$ 1,306.45	\$ -	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,352.04	\$ -	\$ 1,191.60	\$ -	5 per Drum	5,958.00
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.79	\$ -	500 per Gal	9,895.00
7	SterFloc 9815 (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 18.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.98	\$ -	500 per Gal	9,380.00
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 3.198	\$ -	\$ -	\$ -	\$ -	\$ 2.15	\$ 6.84	\$ -	330 per Gal	709.50
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 1.6989	\$ -	\$ -	\$ -	\$ -	\$ 1.48	\$ 1.5204	\$ -	10,000 per Gal	14,800.00
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT	\$ -	\$ 42.00	\$ -	\$ -	\$ 43.50	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ 50.00	\$ -	216 per CWT	7,560.00
11	Solar Salt (Extra Course 50 lb Bags	WFP	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	378 per CWT	-
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal	\$ -	\$ -	\$ 5.50	\$ -	\$ 2.14	\$ -	\$ -	\$ -	\$ -	\$ 2.05	\$ 2.068	\$ -	100,000 per Gal	205,000.00
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	\$ -	\$ 9.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ 10.29	\$ -	75 per Gal	562.50
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.25	\$ 8.48	\$ -	440 per Gal	3,731.20
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,000 per Gal	-
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ 7.98	\$ -	\$ -	\$ 7.34	\$ -	\$ -	\$ -	\$ -	\$ 6.80	\$ -	\$ -	\$ 8.36	11,000 per Gal*	80,740.00
17	DelPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 5.64	\$ -	\$ -	\$ -	\$ -	\$ 3.18	\$ 3.339	\$ -	36,000 per Gal	120,204.00
18	DelPac 2000 IBC Tote	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.3757	\$ -	\$ -	\$ 3.94	\$ 6.535	\$ -	800 per Gal	4,300.56
19	DelPac 2000 Bulk Supply	WRF	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.0704	\$ -	\$ -	\$ 2.89	\$ -	\$ -	76,000 per Gal	233,350.40
19	DelPac 2000 Bulk Supply	ALCO		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.0704	\$ -	\$ -	\$ 2.89	\$ -	\$ -	35,000 per Gal	107,464.00
20	Methanol Bulk Storage	WRF	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.65	\$ -	\$ -	\$ 1.93	\$ -	\$ -	\$ 3.00	\$ -	112,000 per Gal	216,160.00
20	Methanol Bulk Storage	ALCO		\$ -	\$ -	\$ -	\$ -	\$ 2.65	\$ -	\$ -	\$ 1.93	\$ -	\$ -	\$ 3.00	\$ -	24,000 per Gal	46,320.00
21	Sodium H ypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal	\$ -	\$ 3.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.15	\$ -	\$ -	5,420 per Gal	17,073.00
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 215.00	\$ 538.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3.60 per CWT	1,936.80
23	Sodium Bicarbonate	City - Pool	per CWT	\$ -	\$ 128.00	\$ -	\$ -	\$ 64.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.05 per CWT	134.40
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ -	\$ 83.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3 per CWT	228.25

SDS included Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Notes	SO2 priced Quarterly			PO4 40% Zinc 4%	3-7 day deliveries			7 to 14 days delivery		O-PO4 34 - 36% / Zinc 2.5 - 4.0	1-3 days lead	5-7 days delivery

NOTES

#7 Sterfloc 2 drum minimum Brenntag

#8 Vendors Chemstream, UNIVAR & Brenntag noted 25%

#16 Shannon 40% vs Coyne 34-36% PO4 (13% less product needed with Shannon rendering them low bidder)

#8 #9 Liq Caus chemstream

#12 #13 Sodium Hypo chemstream

#17 - #19 Del Pac Facilities bid brand specific, to use off/replacement-brands requires bench testing in a variety of conditions ahead of the bid process.

#14 Micro C Brand specific as per ALCO

#10 Sodum Bisulfite WFP

Leadtimes

#12 #13 Chemstream leadtime noted above

Rec	19,372.45
ALCO	181,800.26
Carpendale	562.50
WFP	435,103.50
WRF	564,655.39

File Attachments for Item:

. Order 27,995 - approving the sole source purchase from Belt Paving, Inc. to provide mill, patch and paving work on Williams Street, Douglas and Broadway Extended in the estimated unit price of \$262,267.60



- ORDER -
of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,995

DATE: April 21, 2026

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

THAT, the sole source proposal from Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to provide mill, patch and paving work on Williams Street, Douglas and Broadway Extended be and is hereby accepted in the estimated unit price of Two Hundred Sixty Two Thousand Two Hundred Sixty Seven Dollars and Sixty Cents (\$262,267.60); and

BE IT FURTHER ORDERED THAT, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Council Agenda Summary

Meeting Date: 4/21/26

Key Staff Contact: Matt Idleman, PE

Item Title:

Williams Street, Douglas, and Broadway Extended Paving

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on Williams Street, Douglas, and Broadway Extended be and is hereby approved in the estimated unit price amount of \$262,267.60; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

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

Amount of Award: \$262,267.60

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

**City of Cumberland -- Williams St. and Others
Belt Paving, Inc. --- Separate Pricing**

4/7/2026

Bid Item	Description	Bid Quantity	Units	Unit Price	Bid Total
10	Mobilization	1	LS	\$ 3,200.00	\$ 3,200.00
20	MOT	4	DA	\$ 880.00	\$ 3,520.00
30	Flaggers	160	HR	\$ 67.00	\$ 10,720.00
40	Standard Milling (2")	10302	SY	\$ 3.50	\$ 36,057.00
50	12.5 MM Surface (2")	1175	TN	\$ 110.00	\$ 129,250.00
60	5" Yellow Pavement Marking Paint Lines	5400	LF	\$ 0.40	\$ 2,160.00
70	24" Stop Bars	75	LF	\$ 24.00	\$ 1,800.00
80 BASE BID SUMMARY					\$ 186,707.00
90	MOT	2	DA	\$ 680.00	\$ 1,360.00
100	Standard Milling (2")	2340	SY	\$ 4.70	\$ 10,998.00
110	12.5 MM Surface (2")	273	TN	\$ 123.00	\$ 33,579.00
120	12" Crosswalks	50	LF	\$ 13.00	\$ 650.00
130	24" Stop Bar	25	LF	\$ 24.00	\$ 600.00
140 ALLEY FROM GREENWAY to AVONDALE SUMMARY					\$ 47,187.00
150	MOT	1	DA	\$ 880.00	\$ 880.00
160	Standard Milling (2")	582	SY	\$ 9.40	\$ 5,470.80
170	12.5 MM Surface (2") & (2.5")	159	TN	\$ 134.20	\$ 21,337.80
180	12" Crosswalks	25	LF	\$ 13.00	\$ 325.00
190	24" Stop Bar	15	LF	\$ 24.00	\$ 360.00
200 DOUGLAS & BROADWAY EXT. COMBINED SUMMARY					\$ 28,373.60
PROJECT SUMMARY					\$ 262,267.60
210	MOT	1	DA	\$ 680.00	\$ 680.00
220	Standard Milling (2")	512	SY	\$ 7.20	\$ 3,686.40
230	12.5 MM Surface (2" & 5")	75	TN	\$ 162.00	\$ 12,150.00
240	12" Crosswalks	25	LF	\$ 13.00	\$ 325.00
250	24" Stop Bar	15	LF	\$ 24.00	\$ 360.00
260 DOUGLAS AVE ONLY SUMMARY					\$ 17,201.40
270	MOT	1	DA	\$ 680.00	\$ 680.00
280	Mill Tie-ins	70	SY	\$ 35.00	\$ 2,450.00
290	12.5 MM Surface (2")	84	TN	\$ 175.00	\$ 14,700.00
300 BROADWAY EXT. ONLY SUMMARY					\$ 17,830.00
PROJECT SUMMARY					\$ 35,031.40



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Williams Street Paving

3 messages

Matt Idleman <matt.idleman@cumberlandmd.gov>

Fri, Apr 10, 2026 at 9:42 AM

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

Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Good morning Jeff,

Our first proposed capital paving project for Spring 2026 focuses on the Williams Street corridor, which our pavement management software identified as a high priority.

Belt Paving is able to extend their annual State Contract pricing to the City for this work. As such, we are requesting Sole Source approval for this work. Please see the attached estimate for all of the details.

Once approved, we should be able to get this work scheduled in the next 2-4 weeks. Let me know if you have any questions.

Thanks,

**Matt Idleman**

Deputy Director of Engineering

City Of Cumberland

20 Bedford St, Cumberland, MD 21502

O: 301-759-6503 | C: 304-813-8535

**City of Cumb. Williams St & Others Specific Pricing.pdf**

455K

Matt Idleman <matt.idleman@cumberlandmd.gov>

Wed, Apr 15, 2026 at 3:31 PM

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

Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Jeff,

Can you confirm that we are ok to move forward with Belt Paving as a Sole Source, given the State Contract pricing for all core items?

Thanks,

Matt Idleman, PE

City of Cumberland, MD

301-759-6503

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Apr 15, 2026 at 3:32 PM

Reply-To: jeff.silka@cumberlandmd.gov

To: Matt Idleman <matt.idleman@cumberlandmd.gov>

Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Yes approved



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

[Quoted text hidden]

File Attachments for Item:

. Order 27,996 - authorizing the execution of a Royalty Marketing agreement with Utility Service Partners Private Label, Inc. (d/b/a Service Line Warranties of America), subject to the review and approval of the City Solicitor, permitting them to offer to homeowners an optional warranty coverage for the repair, maintenance and replacement of sewer and water lines; the term for this agreement is set for an initial three years, with the option for an additional one year renewal upon mutual agreement



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

ORDER NO. 27,996

DATE: April 21, 2026

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

THAT, the Mayor and City Administrator be and are hereby authorized to execute a Royalty Marketing agreement, by and between the Mayor and City Council of Cumberland and Utility Service Partners Private Label, Inc. (d/b/a Service Line Warranties of America) permitting them to offer to homeowners an optional warranty coverage for the repair, maintenance and replacement of sewer and water lines; and

BE IT FURTHER ORDERED THAT, this agreement is subject to the City Solicitor's review and approval; and

BE IT FURTHER ORDERED THAT, the term for this agreement is an initial three (3) years, with the option for an additional one (1) year renewal upon mutual agreement.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: J F. Silka, City Administrator

Item Title:

Utility Service Partners Line Warranty Program.

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

This program was discussed in two work sessions and was referred to the City Solicitor for amending the Marketing Agreement. The Agreement was approved by the City Solicitor.

THIS IS A TOTALLY VOLUNTARY PROGRAM. This product is endorsed by the National League of Cities and the Maryland Municipal League. HomeServe Service Line Warranty Program thru Utility Service Partners offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

There is No cost to the city to participate and the city will receive 10% of payments received in the form a royalty - paid annually. In addition to the royalty, the city will receive a license fee of \$5,000 paid after the initial mailing.

It is recommended that the Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

Please refer to the attached Staff Report prepared for the city by Utility Service Partners for further detail.

Amount of Award: No Financial outlay required

Budget number:

Grant, bond, etc. reference:

RECOMMENDATION: It is recommended that the Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The HomeServe Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program will help the City of Cumberland to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for the City and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive 10% of payments received in the form a royalty - paid annually
- The City will receive a license fee of \$5,000 paid after the initial mailing

COVERAGE: HomeServe Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the Authority
External Water Line	\$5.99	Unlimited	Unlimited Calls \$12,000 Per Call	10% of the premiums collected
External Sewer Line	\$12.99	Unlimited	Unlimited Calls \$12,000 Per Call	10% of the premiums collected
In-Home Plumbing	\$11.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

IMPLEMENTATION: The HomeServe Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The HomeServe Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The HomeServe Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. HomeServe Service Line Program handles all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City will receive 10% of payments received in the form a royalty - paid annually. In addition to the royalty, the City will receive a license fee of \$5,000 paid after the initial mailing.

MARKETING AGREEMENT

THIS MARKETING AGREEMENT (“Agreement”) is entered into and made effective as of April ____, 2026, (“**Effective Date**”), by and between Mayor and City Council of Cumberland, a Maryland municipal corporation (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, a Delaware corporation, (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual owners of residential real property located within City’s municipal boundaries who utilize the property as their principal residences (“**Customer(s)**”) are responsible for the repair, maintenance and replacement of sewer and water service lines from City’s mains to the point of connection on their properties;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans for the repair of such service lines as set forth in the Exhibit A attached hereto and incorporated by reference herein or as otherwise mutually agreed by the Parties in writing (“**Plan(s)**”); and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. (“**HomeServe**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market Plans, subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City, which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **_____ Data.** If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed upon format.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year renewal terms, the Initial Term together with any renewal terms hereinafter being referred to as the “**Term**”. Notwithstanding the foregoing, either Party may terminate this Agreement with or without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Consideration.**

A. **License Fee.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the

License Fee shall be due by January 30 of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30 of each succeeding year.

B. Campaign Fee. In addition to the License Fee, SLWA shall pay to City the campaign fee set forth in Exhibit A (“**Campaign Fee**”). Payment of the Campaign Fee is subject to the approval and mailing of the first campaign initiated under the terms of this Agreement. The City has approved this campaign and its mailings as of the Effective Date. The Campaign Fee is non-refundable and must be paid upon the execution of this Agreement.

5. Applicable Laws. Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement.

6. [Intentionally Omitted]

7. Ruling and/or Code Change; Coverage Changes. In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where City is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans. None of the terms of this section shall affect the Parties’ rights to terminate this Agreement under Section 3 hereinbefore.

8. Independent Contractor Status. Each Party shall perform its obligations under this Agreement solely as an independent contractor. Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, employment, or subcontractor relationship between the Parties. Neither Party, nor any of its directors, managers, members, officers, employees, contractors, subcontractors, agents, and, solely in the case of the City, its elected officials (collectively, “**Representatives**”), shall be deemed an employee, agent, representative, or subcontractor of the other Party or of the other Party’s Representatives for any purpose.

9. Indemnification. SLWA hereby agrees to protect, indemnify, and hold City, its elected officials, officers, employees and agents (collectively or individually, “**Indemnatee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (individually or collectively, “**Claim**”), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by SLWA, or any negligent or fraudulent act or omission of SLWA or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Plans. SLWA shall be liable for the City’s reasonable attorneys’ fees, court costs and litigation expenses as part of its obligation to indemnify the City in the event a Claim is made.

10. Insurance. SLWA shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000) and worker’s compensation insurance in statutory amounts. SLWA shall provide the City with evidence of such insurance in the form of a certificate of insurance upon the execution of this Agreement and from time to time upon City’s request. “Mayor and City Council of Cumberland” shall be named as an additional insured. The insurer shall issue a rider providing that it will give the City no less than fifteen (15) days’ advance notice or the maximum number of days’ notice the insurer will provide, whichever is less, of any cancellation, or non-renewal of the policies.

11. Records; Audit. SLWA shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by it, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate its compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, City shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, SLWA's records for the purpose of confirming its compliance with the terms of this Agreement. Notwithstanding the foregoing, if City reasonably believes that SLWA is not paying the full amount of the License Fee, it may conduct additional audits and inspections.

12. Notice. Any notice required to be given under this Agreement shall be delivered by (i) by hand-delivery, (ii) electronic mail with confirmation of delivery and receipt, or (iii) overnight delivery by a nationally recognized overnight courier service (like United Parcel Service or Federal Express), with proof of delivery. Mailed notices shall be addressed as follows:

To City:

Mayor and City Council of Cumberland
57 N. Liberty St.
Cumberland, MD 21502-2312
Attention: Jeffrey Silka
email: jeff.silka@cumberlandmd.gov

With a copy to:
Michael Scott Cohen, City Solicitor
mike@msclawllc.com

To SLWA:

Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. Entire Agreement; No Third-Party Beneficiaries; Severability. The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. 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.

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

16. **Survival.** The provisions of the Agreement relating to indemnification from one Party to the other and the payment of License Fees and the Campaign Fee earned prior to termination of this Agreement shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

17. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied. The City's consent will not be necessary if SLWA assigns this Agreement to HomeServe or its direct and indirect subsidiaries or an acquirer of all or substantially all of SLWA's assets. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve or release the assigning Party of any of its obligations under this Agreement, and SLWA and the assignee shall be jointly and severally responsible for the performance of those obligations. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors and permitted assigns.

18. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission (excluding facsimile transmission). Such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

19. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WITNESS:

**UTILITY SERVICE PARTNERS PRIVATE
LABEL, INC. D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____
Michael Backus, Chief Revenue Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

Exhibit A

Marketing Agreement

City of Cumberland Term Sheet

- I. **Initial Term.** Three (3) years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Customers during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **Campaign Fee.** Five thousand dollars (\$5,000), nonrefundable, paid upon execution of the Agreement.
- IV. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- V. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 5.99 per month)
 - i. Covers Customer's responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customer's well casing to the external foundation walls of their homes.
 - iv. Coverage Cap: Unlimited number of calls/\$12,000 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 12.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
 - iii. Coverage Cap: Unlimited number of calls/\$12,000 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 11.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customer has sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- VI. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

File Attachments for Item:

. Order 27,997 - authorizing the execution of a “Third Amendment to Non-Standard Water Tank Lease with Option” with T-Mobile Northeast, LLC in order for new equipment to be installed by T-Mobile on City-owned property at 700 Bishop Walsh Road, and providing that T-Mobile shall pay an additional \$250 per month rent following the start of new construction at this site, and subjecting the additional amount to the annual escalation per the terms of the original lease



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

ORDER NO. 27,997

DATE: April 21, 2026

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

THAT, the Mayor be and is hereby authorized to execute a “Third Amendment to Non-Standard Water Tank Lease with Option” by and between the Mayor and City Council of Cumberland (Landlord) and T-Mobile Northeast, LLC (Tenant), in order for new equipment to be installed by T-Mobile on City-owned property at 700 Bishop Walsh Road, and providing that T-Mobile shall pay an additional Two Hundred Fifty Dollars and No Cents (\$250.00) per month rent following the start of new construction at this site, and subjecting the additional amount to the annual escalation per the terms of the original lease.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: April 21, 2026

Key Staff Contact: Ken Tressler, Mark Gandolfi

Item Title: T-Mobile Water Tower Lease amendment

T-Mobile has requested a third amendment to their lease agreement for space on the city owned water tower located at 700 Bishop Walsh Road to house their cellular equipment. The current lease period goes through the September 2031 and can be renewed for 4 additional 5-year periods. The City Engineering Department reviewed T-Mobile's plans and we negotiated a price increase of \$250 per month based on the additional water tower space occupied which is subject to 4% annual escalation.

THIRD AMENDMENT TO NON-STANDARD WATER TANK LEASE WITH OPTION

THIS THIRD AMENDMENT TO NON-STANDARD WATER TANK LEASE WITH OPTION ("Amendment") is made and entered into by and between Mayor and City Council of Cumberland, a body politic and a political subdivision of the State of Maryland ("Landlord"), and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Non-Standard Water Tank Lease with Option dated July 31, 2001, including that certain First Amendment dated March 11, 2015 and that certain Second Amendment dated September 27, 2024 (including any prior amendments, the "Lease"), with respect to Premises located at Bishop Walsh Road, Cumberland, MD 21502.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of the start of construction Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit A-3, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A-3 in all respects.

2. The following is added to Paragraph 4 of the Lease: "As additional consideration for the modification and other rights set forth in the Third Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Antenna Facilities, monthly Rent will be increased by Two Hundred Fifty and No/100 Dollars (\$250.00).

3. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. 7CMB001B
12920 SE 38th Street
Bellevue, WA 98006

If to Landlord:

Mayor and City Council of Cumberland
PO Box 1702 (zip 21501-1702)
57 N Liberty Street
Cumberland MD 21502
Attn: City Clerk

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

Mayor and City Council of Cumberland,
a body politic and a political subdivision
of the State of Maryland

T-Mobile Northeast LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A-3

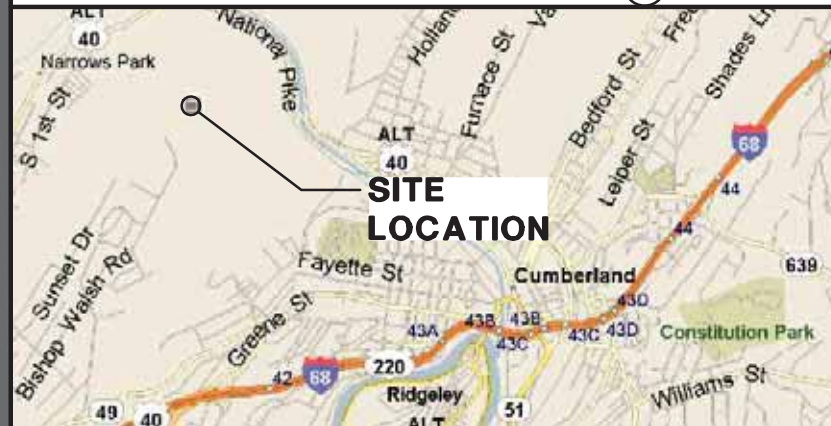
Microwave Construction Drawings Attached

 SCALE: NONE



- ALLEGANY
COUNTY

 SCALE: NONE



FROM PITTSBURGH INTERNATIONAL AIRPORT, 1000 AIRPORT BLVD, PITTSBURGH, PA 15231:
CONTINUE ONTO AIRPORT BLVD, SLIGHT LEFT TO STAY ON AIRPORT BLVD, USE THE 2ND
FROM THE RIGHT LANE TO TAKE THE PENNSYLVANIA TURNPIKE 576 E RAMP TO
US-22/WEIRTON, CONTINUE ONTO PENNSYLVANIA TURNPIKE 576 E, TAKE EXIT 18 TO MERGE
ONTO I-79 S, USE THE LEFT LANE TO MERGE ONTO I-70 E/I-79 S TOWARD NEW
STANTON/MORGANTOWN, TAKE EXIT 21 FOR I-79 S, CONTINUE ONTO I-79 S, USE THE
RIGHT 2 LANES TO TAKE EXIT 148 FOR I-68 E TOWARD CUMBERLAND, CONTINUE ONTO I-68
E, TAKE EXIT 40 TOWARD CAMPGROUND RD, USE THE RIGHT LANE TO TURN LEFT ONTO
VOCKE RD, SLIGHT RIGHT TOWARD MD-49 E/BRADDOCK RD, MERGE ONTO MD-49
E/BRADDOCK RD, TURN LEFT ONTO SETON DR, SLIGHT RIGHT ONTO BISHOP WALSH RD
DRIVING DISTANCE: 156 MILES, DRIVING TIME: 2 HOURS 23 MINUTES

STATE OF MARYLAND
SHAWN D. COOK
9/25/25
PROFESSIONAL ENGINEER
No. 44187

CONTRACTOR SHALL VERIFY PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGN FIRM IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

■ ■ ■ ■ T ■ ■ ■ Mobile.®

7CMB001B - 0002517891 - MW ADD
CITY OF CUMBERLAND WT
600 BISHOP WALSH RD.
CUMBERLAND, MD 21502
ALLEGANY COUNTY

PROJECT # 25-10-41-132

LATITUDE:	N39° 39' 47.02" (39.663060°)
LONGITUDE:	W78° 47' 21.98" (-78.789440°)
ELEVATION AT GRADE:	1500'
TOWER TYPE:	EXISTING WATER TOWER
PARCEL I.D.:	0106050301

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	0
N-1	GENERAL NOTES	0
N-2	GENERAL NOTES	0
C-1.0	PARTIAL SITE PLAN	0
C-1.1	COMPOUND PLAN	0
C-2.0	TOWER ELEVATION	0
C-3.0	ANTENNA LAYOUT	0
C-3.1	ENLARGED ELEVATION	0
C-3.2	MW DETAILS	0
E-1.0	GROUNDING SCHEMATIC	0

LANDLORD:
CUMBERLAND MAYOR AND CITY
COUNCIL
57 N LIBERTY ST
CUMBERLAND, MD 21502

T-MOBILE CENTRAL LLC
12920 SE 38TH STREET
BELLEVUE, WA 98006
ROLYNN RAMIREZ (AGENT)
(317) 945-3788

PBM WIRELESS SERVICES
3620 DEVELOPERS ROAD
INDIANAPOLIS, IN 46227
BRANDON WRIGHT
(317) 363-7307

JURISDICTION:
CITY OF CUMBERLAND

ZONING:
SUBURBAN RESIDENTIAL

1-800-257-7777

GROUND LEVEL

1. INSTALLATION OF PROPOSED T-MOBILE MW ROUTER WITHIN EXISTING CABINET.

TOWER LEVEL

1. PROPOSED T-MOBILE MW DISH TO BE INSTALLED
2. PROPOSED T-MOBILE ODU TO BE INSTALLED
3. (1) PROPOSED 1/4" DC CABLE
4. (1) PROPOSED 1/4" FIBER CABLE
5. PROPOSED ANTENNA MOUNT

NOTES:

1. PROJECT DESCRIPTION DOES NOT INCLUDE ALL EQUIPMENT & MATERIALS FOR A COMPLETE INSTALLATION.
2. DRAWINGS BASED ON T-MOBILE PROVIDED LINK BUDGET, IQ.link DATED 07/25/25. G.C. TO COORDINATE WITH T-MOBILE PM FOR FINAL EQUIPMENT BASED ON MOST RECENT LINK BUDGET.
3. CONSTRUCTION DRAWINGS / MOUNT ANALYSIS WERE COMPLETED BASED ON INFORMATION PROVIDED BY OTHERS: ACCURACY OF PROVIDED INFORMATION HAS NOT BEEN VERIFIED BY PBM WIRELESS SOLUTIONS. PBM WIRELESS SOLUTIONS SHALL NOT BE RESPONSIBLE FOR VARIATION IN INSTALLATION FROM ORIGINAL DESIGN DOCUMENTS.

WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE CITY OF CUMBERLAND, ALLEGANY COUNTY, STATE OF MARYLAND & OTHER GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING CODE: IBC (2006)
MECHANICAL CODE: IMC (2018)
ELECTRICAL CODE: NEC (2017)
TIA/EIA, REV. G, OR LATEST EDITION

T-Mobile®

5209 LINBAR DR, SUITE 625
NASHVILLE, TN 37211



A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
D	09/23/25	BID /PERMIT	CCc

77CMB001B - 0002517891 - CITY OF CUMBERLAND WT
600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY

MW ADD - EXISTING WATER TOWER

PROJ #: 25-10-41-132 DWG BY: CCM CHKD BY: BMW

SHEET TITLE

TITLE SHEET

SHEET NUMBER
T-1

DIVISION 1 GENERAL REQUIREMENTS

1.

WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH T-MOBILE WIRELESS STANDARD CONSTRUCTION SPECIFICATIONS, REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (N.E.C.), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.
2.

THE CONTRACTOR SHALL BE PROPERLY LICENSED AND PROPERLY REGISTERED TO PERFORM THIS WORK IN PROJECT STATE AND JURISDICTION. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, SAID TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL ALSO BE LICENSED.
3.

THE CONTRACTOR SHALL VISIT THE JOB SITE (PRE-CONSTRUCTION WALK), VERIFY DIMENSIONS AND BECOME FAMILIAR WITH THE PROJECT/FIELD CONDITIONS. DISCREPANCIES SHALL BE IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
4.

THE CONTRACTOR SHALL NOT PROCEED WITH WORK NOT CLEARLY IDENTIFIED ON THE DRAWINGS WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT MANAGER.
5.

IN CASE OF CONFLICT BETWEEN THESE DRAWINGS OR MANUFACTURER SPEC, CONTRACTOR SHALL NOTIFY ENGINEER OR T-MOBILE WIRELESS REPRESENTATIVE.
6.

THE OWNER OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT EQUIPMENT OR MATERIALS WHICH, IN HIS/HER OPINION, ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.
7.

THE CONTRACTOR SHALL NOT ALLOW OR CAUSE THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE; AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.
8.

EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.
9.

CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL 811/PROJECT STATE UNDERGROUND LOCATE SERVICES, 24 HOURS PRIOR TO START OF CONSTRUCTION TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.
10.

CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BUSH OR ANY OTHER DEPOSITS REMAIN. MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.
11.

SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
12.

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT A SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. INTERRUPTIONS SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.
13.

CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE STATE STANDARDS FOR EROSION AND SEDIMENT CONTROL.
14.

CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS-BUILT DRAWINGS TO THE OWNER AND/OR PROJECT MANAGER.

DIVISION 5 STRUCTURAL STEEL

1.

DETAIL, FABRICATE, AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE CURRENT EDITION AISC 'MANUAL OF STEEL CONSTRUCTION'(ASD), AWS D1.1 AND IBC LATEST EDITION. STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING:

A.

ASTM A992, GRADE 50, W SECTIONS.

B.

ASTM A36, GRADE 36, CHANNELS, ANGLES, PLATES, RODS, U-BOLTS AND ANCHOR BOLTS.

C.

STRUCTURAL STEEL SHALL BE HOT DIPPED GALVANIZED PER ASTM A123.

D.

STRUCTURAL BOLTED CONNECTION SHALL BE MADE WITH ASTM A325 BOLTS IN BEARING TYPE CONNECTIONS.
2.

THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL CONNECTIONS ARE COMPLETE.
3.

FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE CONSTRUCTION MANAGER.
4.

TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION WHERE PILES IN A JOINT ARE IN FIRM CONTACT BY EITHER:

A.

A FEW IMPACTS OF AN IMPACT WRENCH

B.

THE FULL EFFORT OF A PERSON USING A SPUD WRENCH
5.

WELDING

A.

WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.

B.

WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A-233, E70 SERIES, BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS.

C.

FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS. VISUAL INSPECTION IS ACCEPTABLE.
6.

PROTECTION

A.

UPON COMPLETION OF ERECTION, INSPECT GALVANIZED STEEL AND PAINT FIELD CUTS, WELDS OR GALVANIZED BREAKS WITH ZINC BASED PAINT. COLOR TO MATCH THE GALVANIZING PROCESS.



T-Mobile

5209 LINBAR DR, SUITE 625
NASHVILLE, TN 37211

PBM

Wireless Services
Think outside the triangle.

A	07/28/25	INTERNAL REVIEW	CCM	
B	09/08/25	90% REVIEW	CCM	
C	09/16/25	LL REVIEW	CCM	
D	09/23/25	BID/PERMIT	CCc	

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT

600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY

MW ADD - EXISTING WATER TOWER

PROJ # 25-10-41-132

DWG BY: CCM

CHKD BY: BMW

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

N-1

GROUNDING NOTES

1. REFER TO GROUNDING NOTES FOR TERMINATION, CONDUCTOR, GROUND ROD AND TESTING REQUIREMENTS.
2. CONTRACTOR SHALL INSTALL GROUNDING AS SHOWN AND PER T-MOBILE WIRELESS STANDARDS AND APPLICABLE CODES, BUT SHALL NOT DUPLICATE EXISTING GROUNDING (I.E. FENCE GROUNDING, TOWER GROUND RING ON CO-LOCATE SITES) WHICH IS PROPER AND ADEQUATE.
3. GROUND WIRES SHALL PROVIDE A STRAIGHT, DOWNWARD PATH TO GROUND WITH GRADUAL BENDS TO CHANGE DIRECTION IF NECESSARY. GROUND WIRES SHALL NOT BE LOOPED OR SHARPLY BENT.
4. GROUND WIRES THAT TRANSITION FROM ABOVE GRADE TO BELOW GRADE SHALL BE ROUTED IN A 3/4" PVC CONDUIT FROM THE CONNECTION TO A MINIMUM OF 18" BELOW GRADE. BOTH ENDS OF THE PVC CONDUIT SHALL BE SEALED WITH SILICONE CAULK.
5. TAMPER PROOF HARDWARE SHALL BE USED FOR EXPOSED GROUND BARS INSTALLED AT COMPOUND LEVEL.

ANTENNA NOTES

1. ANTENNA CONTRACTOR SHALL ENSURE THAT EACH ANTENNA MOUNTING PIPE IS PLUMB.
2. COAXIAL FEEDER & FIBER LENGTHS INDICATED ARE APPROXIMATE.
3. ANTENNA COAXIAL FEEDERS & ANTENNA JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS AND LATEST STANDARDS.
4. LMU COAXIAL FEEDERS & JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS AND LATEST STANDARDS.
5. CONTRACTOR MUST FOLLOW MANUFACTURERS' RECOMMENDATIONS REGARDING THE INSTALLATION OF COAXIAL CABLES, CONNECTORS & ANTENNAS.
6. MINIMUM BEND RADIUS:

LDF4-50A

FSJ4-50B

AVA5-50A

AVA7-50A

LDF7-50A

(1/2" HARD LINE) = 5"

(1/2" SUPER FLEX) = 1 1/4"

(7/8" HARD LINE) = 10"

(1 5/8" HARD LINE) = 15"

(1 5/8" HARD LINE) = 20"
7. CONTRACTOR SHALL RECORD THE SERIAL, SECTOR & POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND FURNISH THE INFORMATION TO T-MOBILE.
8. WEATHERPROOF ANTENNA CONNECTORS WITH SELF-AMALGAMATING TAPE.
9. ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/VALIDATE ANTENNA CENTERLINE (A.C.L.) HEIGHT. CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.

ANTENNA ALIGNMENT NOTES

1. CONTRACTOR TO PROVIDE AND INSTALL PATH BOXES OR OTHER INDUSTRY APPROVED PATHING EQUIPMENT THAT WILL ENABLE ALIGNMENT OF ANTENNAS IN HOPS, PER THE DESIGN.
2. TO ENSURE THAT THE ALIGNMENT REMAINS PERMANENT, TORQUE MARKS WILL BE ADDED TO ALL ALIGNMENT SCREWS AND BOLTS AFTER THEY ARE TIGHTENED AND PICTURES OF THEM WILL BE TAKEN FOR THE CLOSEOUTS. TORQUE MARKS WILL BE MADE WITH INDELIBLE MARKING PAINT OR NAIL POLISH (SHARPIES OR SIMILAR MARKER WILL NOT BE ALLOWED). IF ANTENNA IS TO BE MOUNTED TO AN EXISTING SECTOR FRAME AND THE FRAME DOES NOT HAVE (2) TIEBACKS INSTALLED. CONTRACTOR WILL NOTIFY T-MOBILE FIELD REPRESENTATIVE ASAP.

COMMISSIONING AND INTEGRATION BY CONTRACTOR

1. T-MOBILE WILL PROVIDE PROVISIONING DATA TO THE CONTRACTOR PRIOR TO OR DURING HARDWARE INSTALLATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR PATH ALIGNMENT, INTEGRATION, AND COMMISSIONING FROM END TO END ON EACH HOP.

CONTRACTOR SUPPLIED MATERIAL

1. THE CONTRACTOR WILL SUPPLY ALL PIPE MOUNTS AND RELATED ATTACHMENT HARDWARE, TRAPEZE, PORT/BOOT ASSEMBLY FOR ENTRANCE TO CABINET OR SHELTER, SMALL GROUNDING BARS, ROUND MEMBER ADAPTERS, ANGLE ADAPTERS, SNAP-IN HANGERS, POWER CABLE TO IDU AND ICE SHIELD(S) WITH ALL REQUIRED MATERIAL AND HARDWARE WHEN REQUIRED.



T-Mobile

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NASHVILLE, TN 37211



A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
O	09/23/25	BID/PERMIT	CCc

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT

600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY

MW ADD - EXISTING WATER TOWER

PROJ # 25-10-41-132

DWG BY: CCM

CHKD BY: BMW

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

N-2

NOTES:

- 1. G.C. SHALL NOTIFY T-MOBILE FOPS MANAGER OF CONSTRUCTION START DATE, MINIMUM (1) WEEK PRIOR TO START OF CONSTRUCTION.
- 2. G.C. SHALL THOROUGHLY INVENTORY EQUIPMENT BEFORE SIGNING FOR & REMOVING FROM WAREHOUSE. G.C. SHALL IMMEDIATELY NOTIFY T-MOBILE CM OF ANY MISSING OR INCORRECT ITEMS.
- 3. CONSTRUCTION DRAWINGS / MOUNT ANALYSIS WERE COMPLETED BASED ON INFORMATION PROVIDED BY OTHERS; ACCURACY OF PROVIDED INFORMATION HAS NOT BEEN FIELD VERIFIED BY PBM WIRELESS SOLUTIONS. PBM WIRELESS SOLUTIONS SHALL NOT BE RESPONSIBLE FOR VARIATION IN INSTALLATION FROM ORIGINAL DESIGN DOCUMENTS.

EXISTING DIRT/GRAVEL ACCESS DRIVE, PROTECT DURING CONSTRUCTION

EXISTING UTILITY POLE w/POLE MOUNTED TRANSFORMER (TYP.), PROTECT DURING CONSTRUCTION

EXISTING TELCO PEDESTAL, PROTECT DURING CONSTRUCTION

EXISTING BASEBALL FIELD (TYP.), PROTECT DURING CONSTRUCTION

EXISTING UTILITY POLE (TYP.), PROTECT DURING CONSTRUCTION

1
C-1.1

DENSE TREES

EXISTING SELF-SUPPORT TOWER TO BE UTILIZED BY T-MOBILE, PROTECT DURING CONSTRUCTION

EXISTING CHAIN-LINK FENCED COMPOUND, PROTECT DURING CONSTRUCTION

EXISTING TREELINE (TYP.)

OE/OT

OE/OT

BISHOP WALSH ROAD

DENSE TREES



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NASHVILLE, TN 37211

PBM
Wireless Services
Think outside the triangle.

A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
D	09/23/25	BID/PERMIT	CCc

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT
600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY
MW ADD - EXISTING WATER TOWER
PROJ # 25-10-41-132 DWG BY: CCM CHKD BY: BMW

SHEET TITLE
PARTIAL
SITE PLAN

SHEET NUMBER
C-1.0



EXISTING WATER TOWER TO BE UTILIZED
BY T-MOBILE, PROTECT DURING
CONSTRUCTION

EXISTING OTHER
CARRIER PROPANE
TANK, PROTECT
DURING CONSTRUCTION

EXISTING CHAIN-LINK FENCE
w/BARBED WIRE, PROTECT
DURING CONSTRUCTION

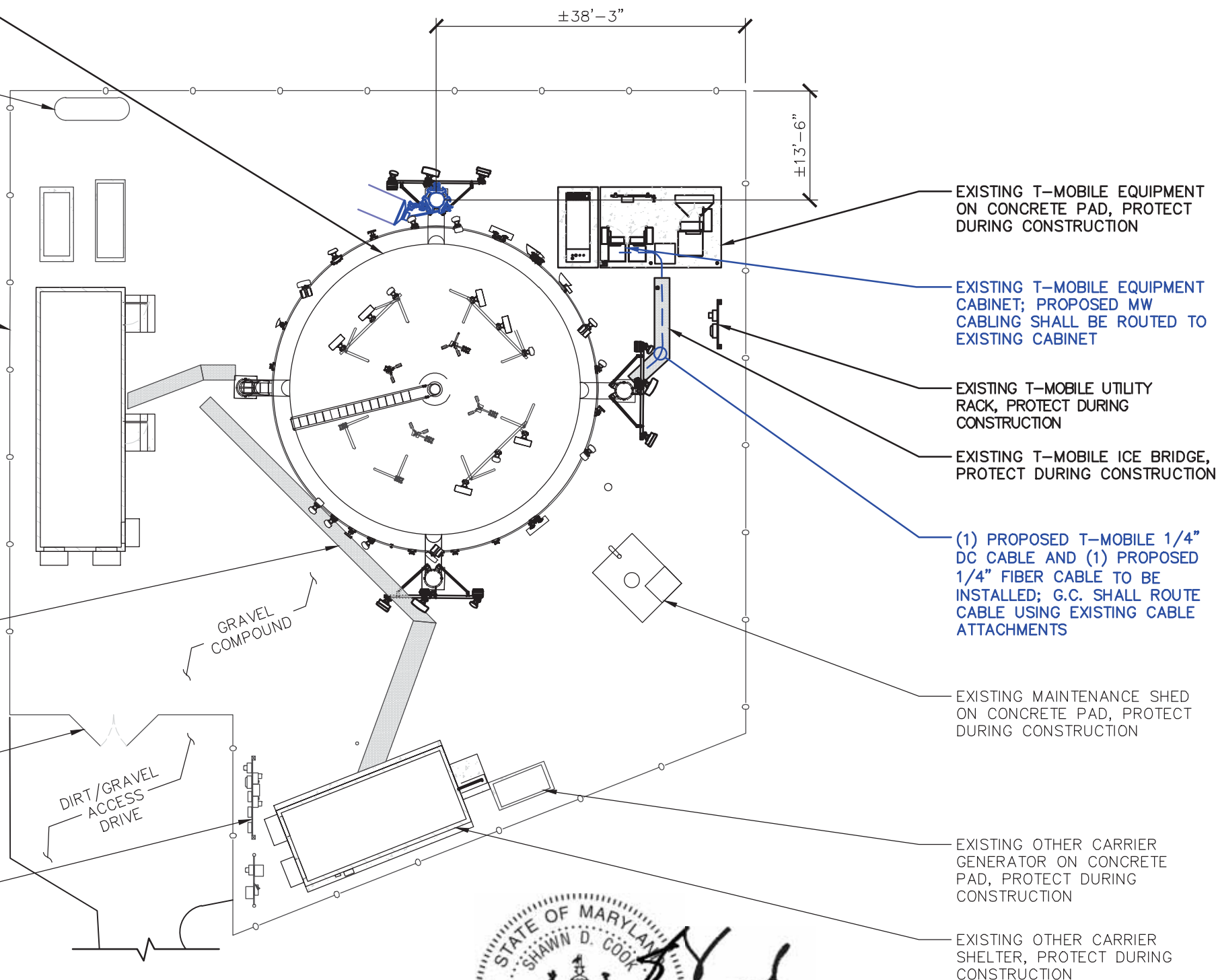
EXISTING OTHER
CARRIER ICE BRIDGE
(TYP.), PROTECT
DURING CONSTRUCTION

EXISTING DOUBLE
SWING ACCESS GATE
(TYP.), PROTECT
DURING CONSTRUCTION

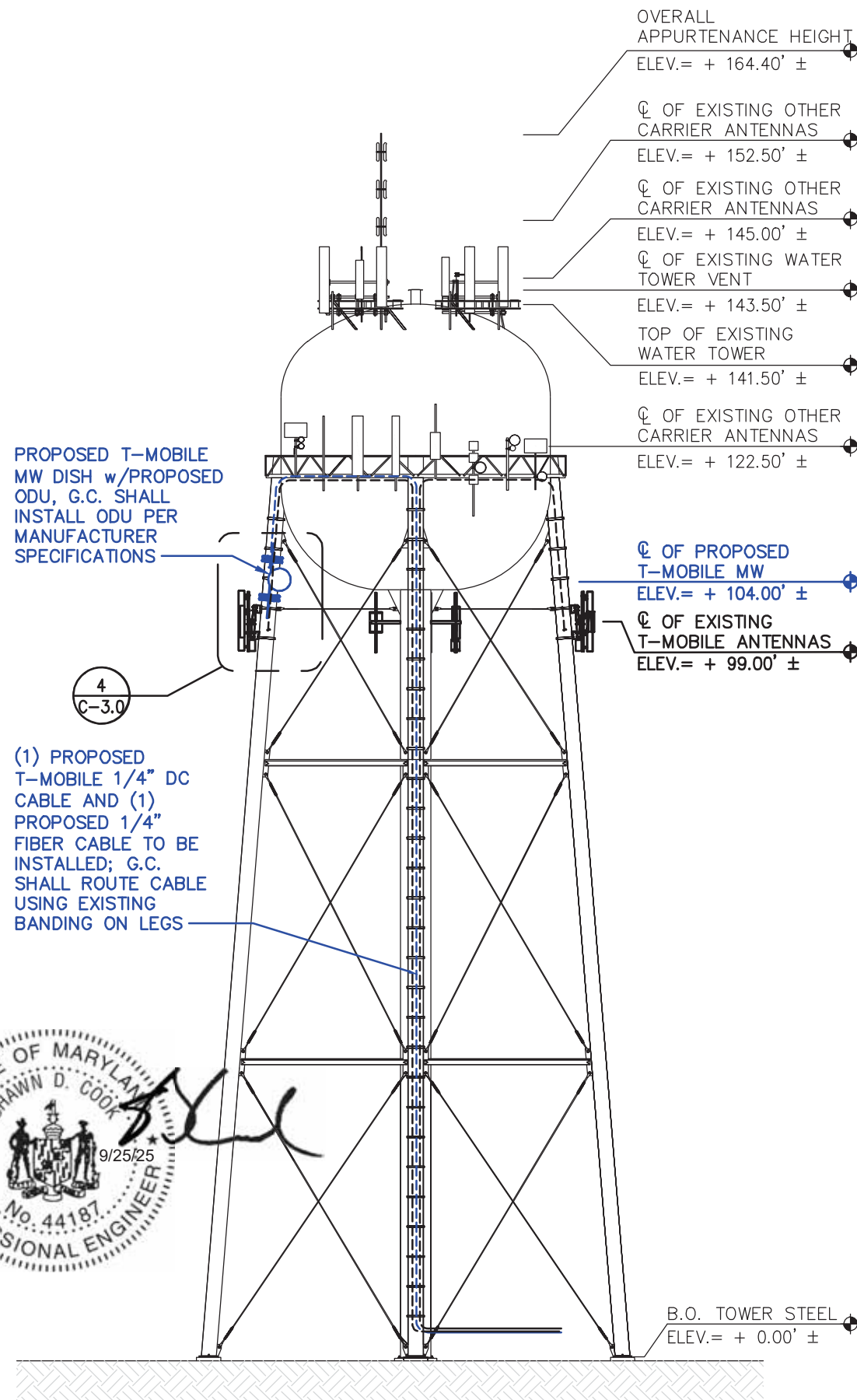
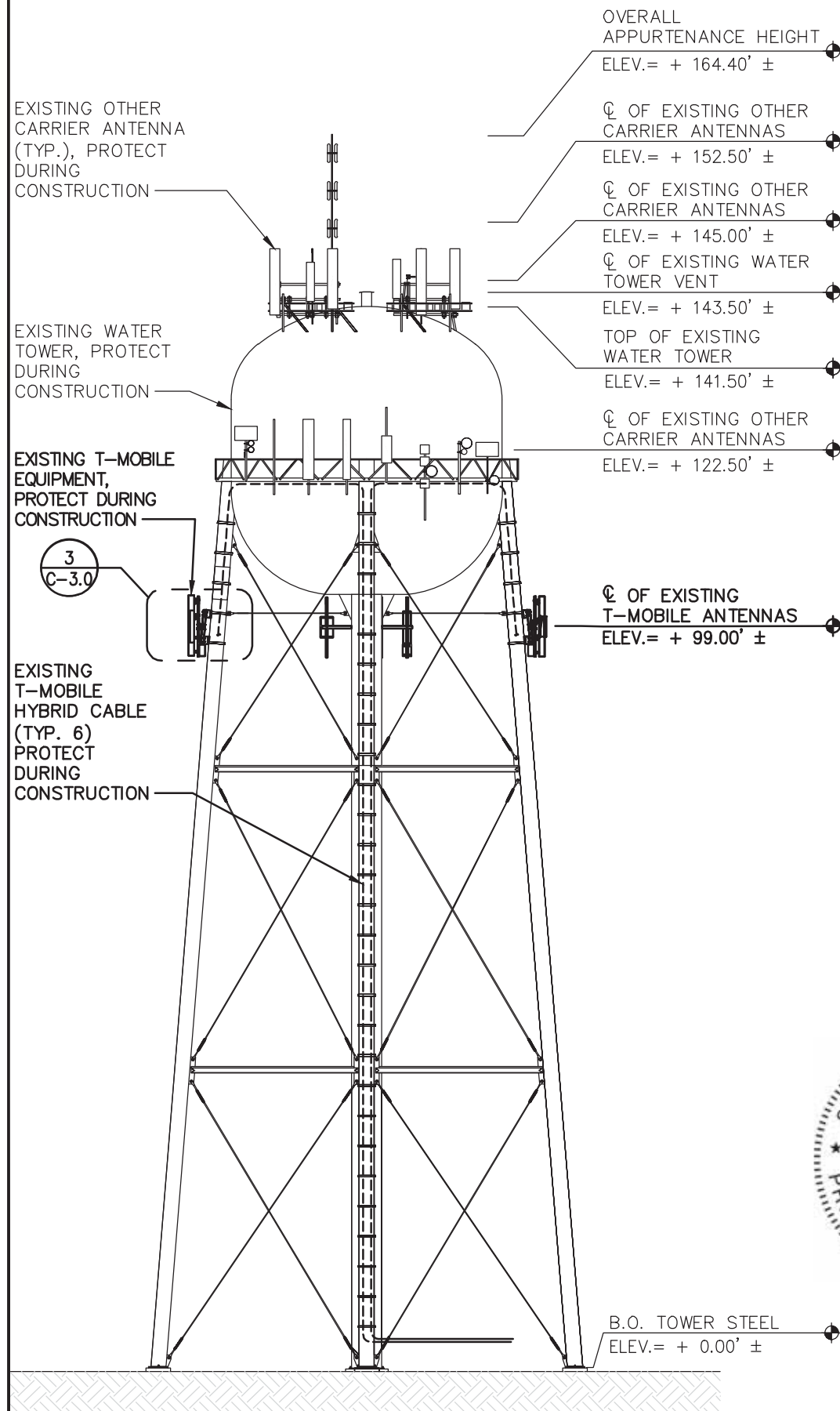
EXISTING UTILITY H-FRAME (TYP.),
PROTECT DURING CONSTRUCTION

NOTES:

1. CONSTRUCTION DRAWINGS / MOUNT ANALYSIS WERE COMPLETED BASED ON INFORMATION PROVIDED BY OTHERS; ACCURACY OF PROVIDED INFORMATION HAS NOT BEEN FIELD VERIFIED BY PBM WIRELESS SOLUTIONS. PBM WIRELESS SOLUTIONS SHALL NOT BE RESPONSIBLE FOR VARIATION IN INSTALLATION FROM ORIGINAL DESIGN DOCUMENTS.



A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
D	09/23/25	BID/PERMIT	CCc



FINAL MW CONFIGURATION:

- (1) PROPOSED MW
- (1) PROPOSED ODU
- (1) PROPOSED 1/4" DC CABLE
- (1) PROPOSED 1/4" FIBER CABLE

NOTES:

- ELEVATION IS FOR REFERENCE PURPOSE ONLY.
- CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM PBM WIRELESS DRAWINGS.
- ONLY (1) T-MOBILE SECTOR SHOWN FOR CLARITY.
- FINAL RF CONFIGURATION SHALL BE CONFIRMED w/ T-MOBILE RF/CM PRIOR TO START OF CONSTRUCTION.
- GROUND LEVEL EQUIPMENT NOT SHOWN FOR CLARITY.
- CONSTRUCTION DRAWINGS / MOUNT ANALYSIS WERE COMPLETED BASED ON INFORMATION PROVIDED BY OTHERS; ACCURACY OF PROVIDED INFORMATION HAS NOT BEEN FIELD VERIFIED BY PBM WIRELESS SOLUTIONS. PBM WIRELESS SOLUTIONS SHALL NOT BE RESPONSIBLE FOR VARIATION IN INSTALLATION FROM ORIGINAL DESIGN DOCUMENTS.



1 EXISTING ELEVATION
SCALE: 1" = 20'

2 PROPOSED ELEVATION
SCALE: 1" = 20'

T-Mobile
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NASHVILLE, TN 37211



A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
D	09/23/25	BID/PERMIT	CCc

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT
600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY
MW ADD - EXISTING WATER TOWER
PROJ # 25-10-41-132 DWG BY: CCM CHKD BY: BMW

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
C-2.0

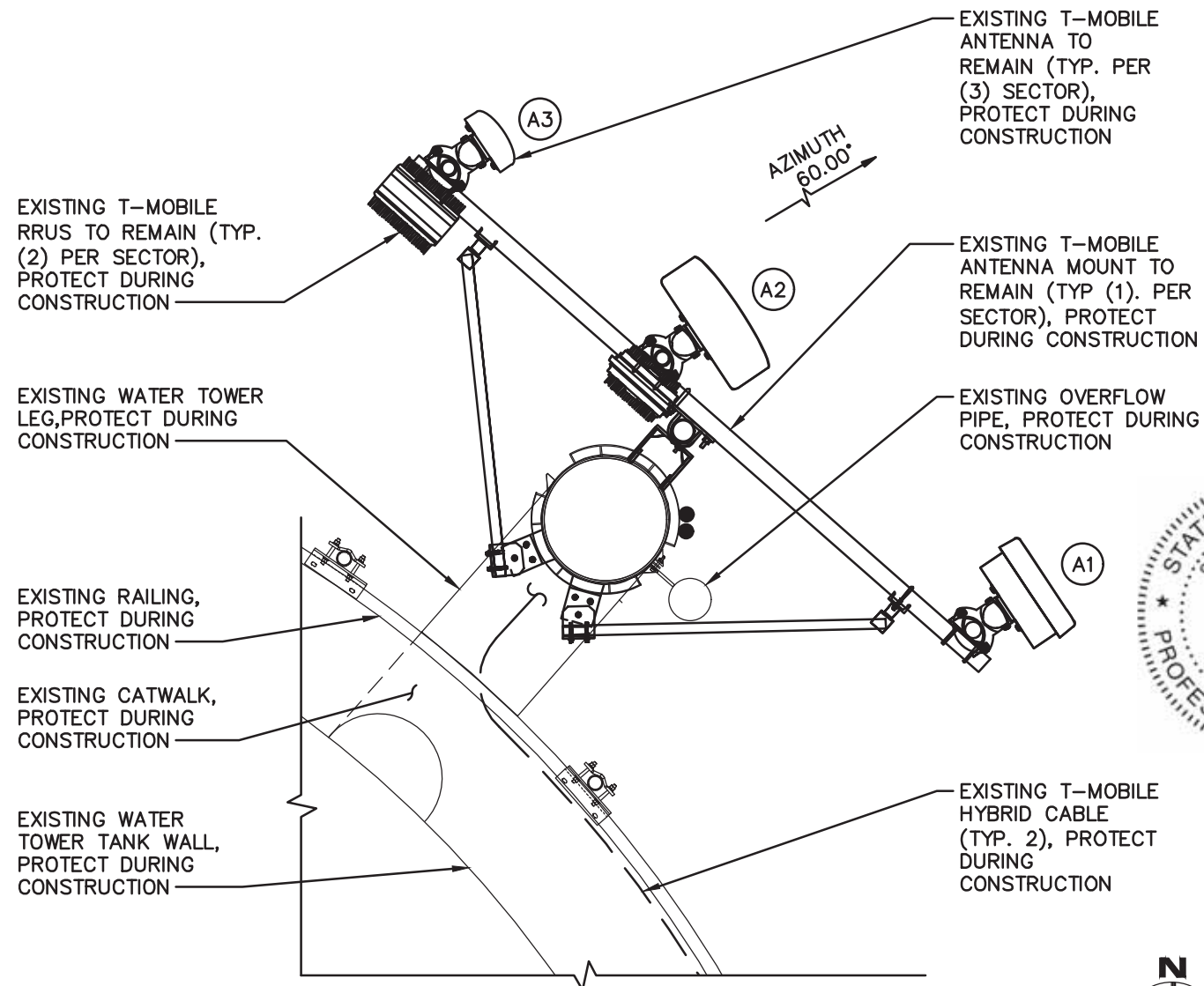


A EXIST. ALPHA SECTOR ANTENNAS
SCALE: NONE

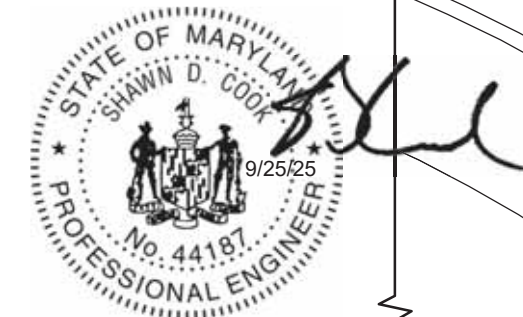


EXISTING T-MOBILE
COAX CABLE; G.C. TO
DETACH CABLE FROM
SUPPORT AND
REATTACH AS
REQUIRED, PROTECT
DURING CONSTRUCTION

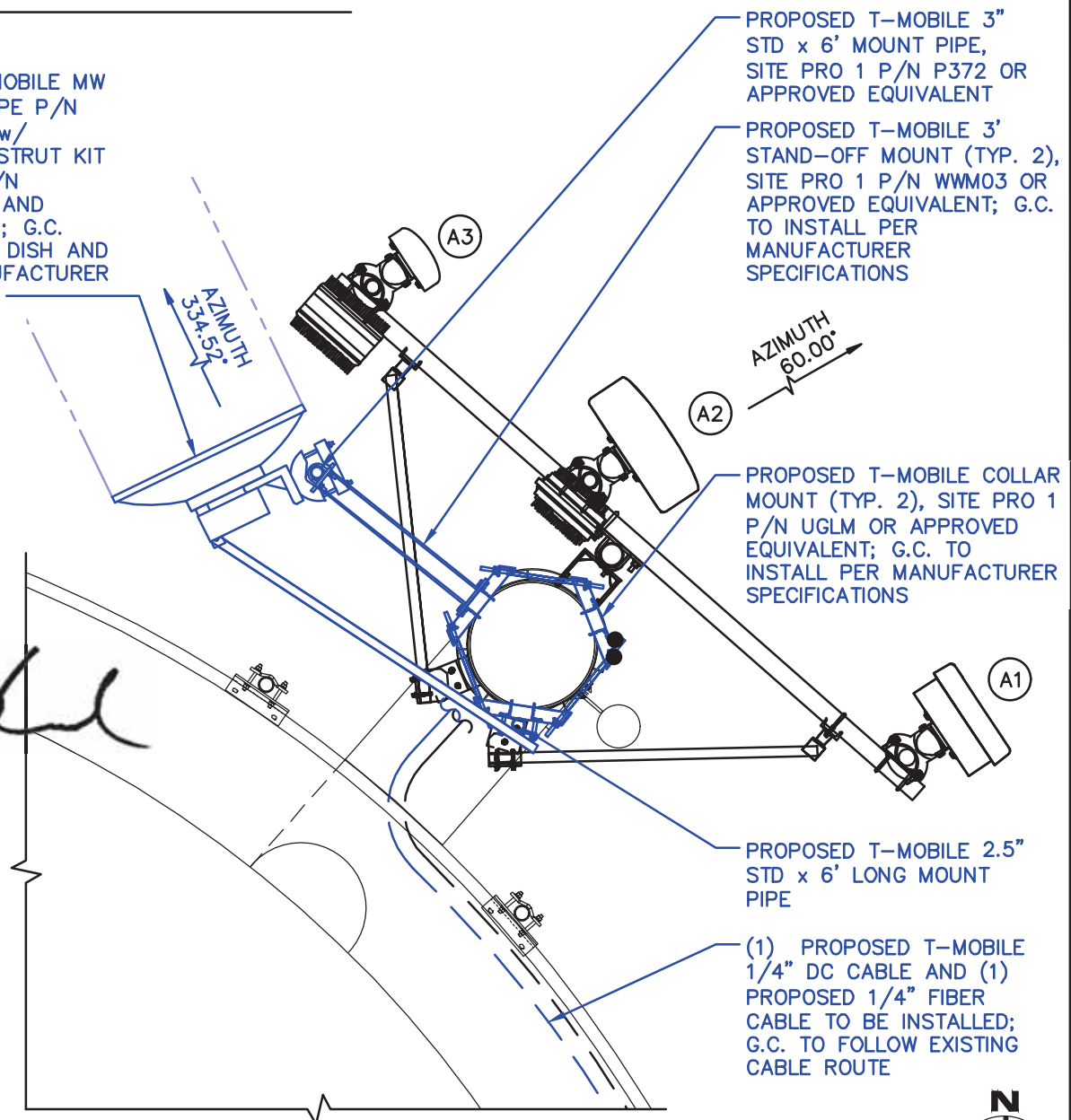
B EXIST. ALPHA SECTOR ANTENNAS
SCALE: NONE



1 EXISTING ANTENNA PLAN
SCALE: 3/8" = 1'-0"



PROPOSED T-MOBILE MW
DISH COMMSCOPE P/N
VHLP3-11W/A w/
INBOARD SIDE STRUT KIT
COMMSCOPE P/N
VSTRUT-P3KIT AND
PROPOSED ODU; G.C.
SHALL INSTALL DISH AND
ODU PER MANUFACTURER
SPECIFICATIONS



3 PROPOSED MW PLAN
SCALE: 3/8" = 1'-0"

CCM	A	07/28/25	INTERNAL REVIEW
CCM	B	09/08/25	90% REVIEW
CCM	C	09/16/25	LL REVIEW
CCC	O	09/23/25	BID/PERMIT

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT
600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY
MW ADD - EXISTING WATER TOWER
PROJ # 25-10-41-132
CHKD BY: BMW
DWG BY: CCM

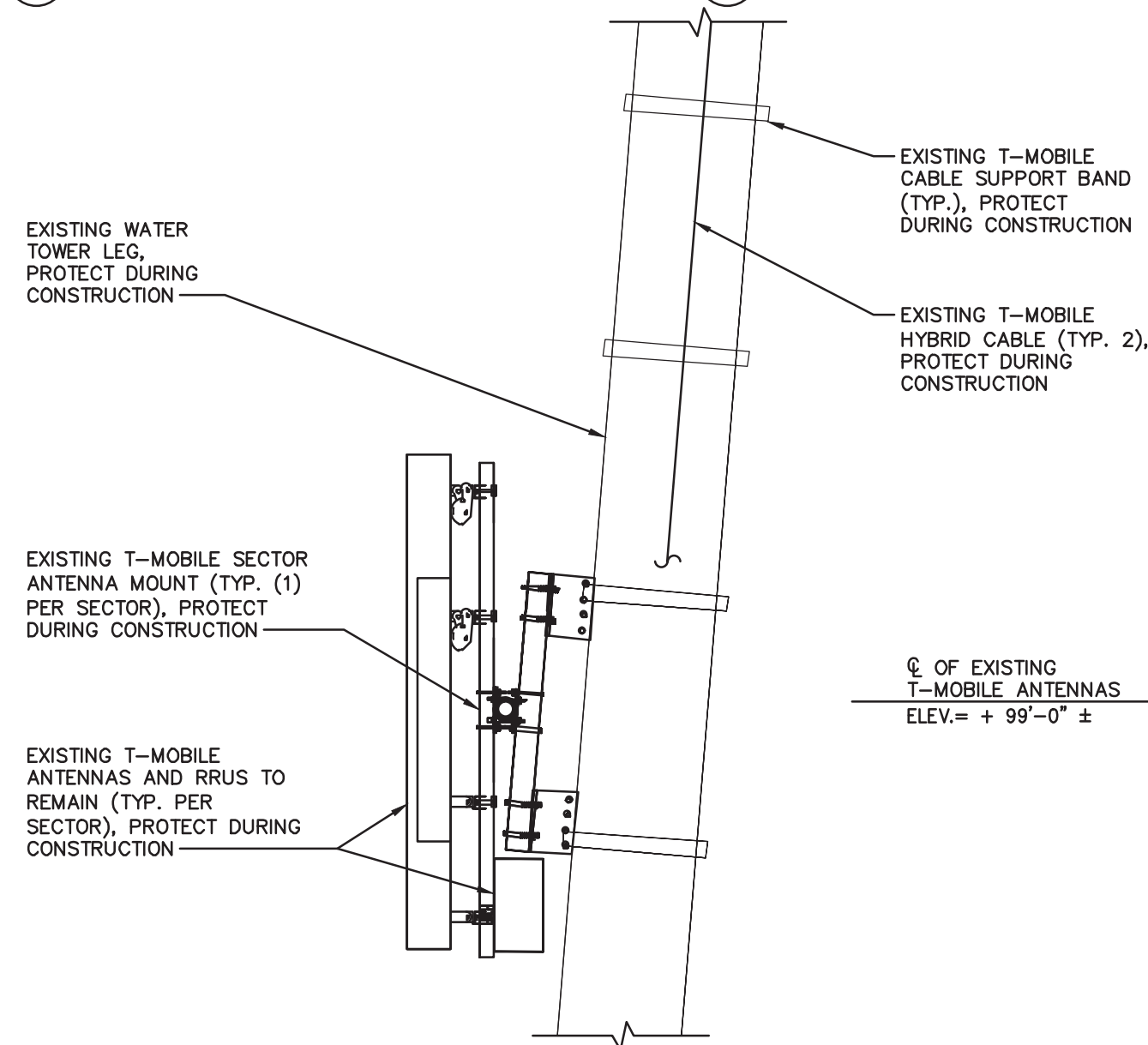
SHEET TITLE
ANTENNA LAYOUT

SHEET NUMBER
C-3.0



A EXIST. TOWER LEG ELEVATION
SCALE: NONE

B EXIST. TOWER LEG ELEVATION
SCALE: NONE



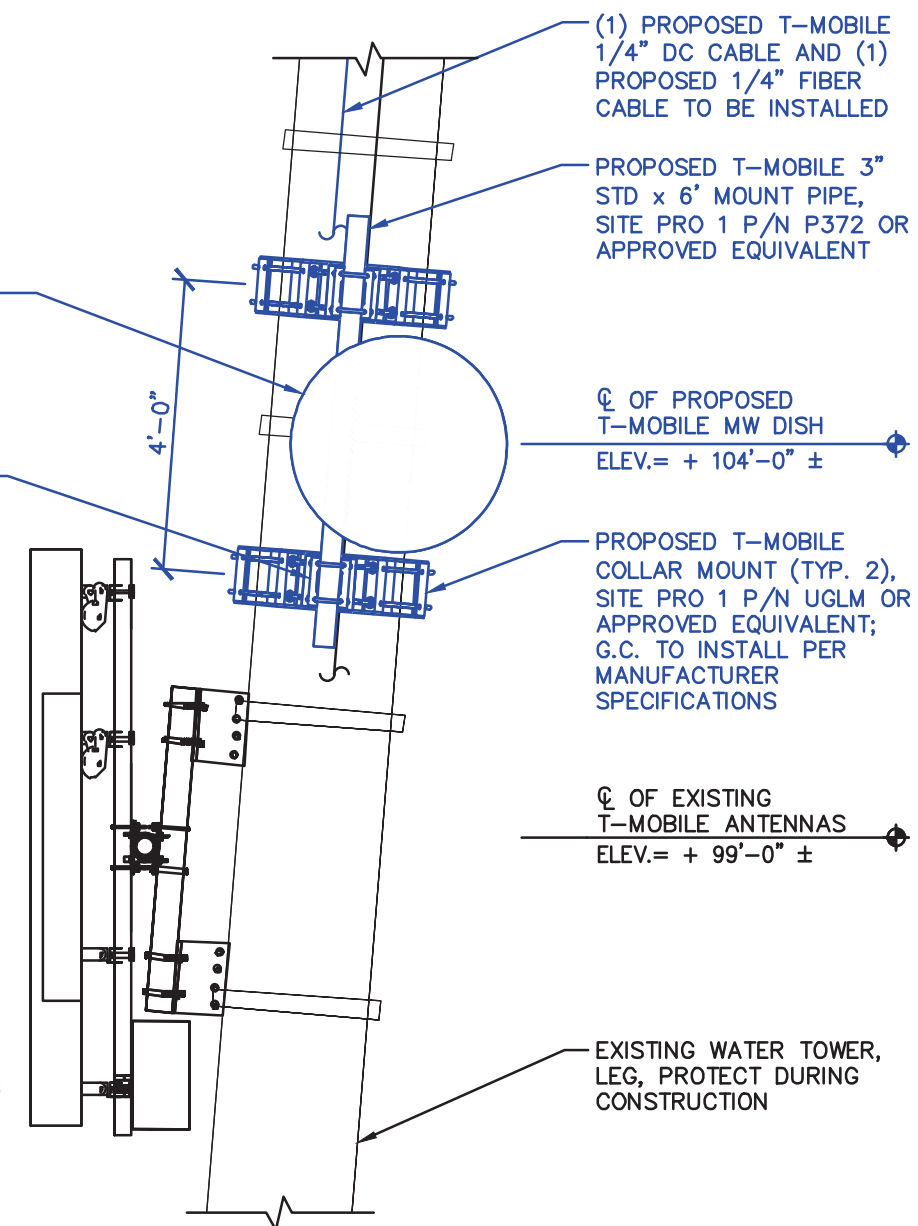
1 EXISTING ENLARGED ELEVATION
SCALE: 3/8" = 1'-0"

PROPOSED T-MOBILE MW DISH
COMMSCOPE P/N VHL P3-11W/A
w/ INBOARD SIDE STRUT KIT
COMMSCOPE P/N VSTRUT-P3KIT
AND PROPOSED ODU; G.C. SHALL
INSTALL DISH AND ODU PER
MANUFACTURER SPECIFICATIONS

PROPOSED T-MOBILE 3'
STAND-OFF MOUNT (TYP. 2), SITE
PRO 1 P/N WWM03 OR APPROVED
EQUIVALENT; G.C. TO INSTALL PER
MANUFACTURER SPECIFICATIONS



2 PROPOSED ENLARGED ELEVATION
SCALE: 1/4" = 1'-0"



CCM	A 07/28/25	INTERNAL REVIEW
CCM	B 09/08/25	90% REVIEW
CCM	C 09/16/25	LL REVIEW
CCc	D 09/23/25	BID/PERMIT

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT
600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY
MW ADD - EXISTING WATER TOWER
PROJ # 25-10-41-132
CHKD BY: BMW
DWG BY: CCM

SHEET TITLE
ENLARGED ELEVATIONS

SHEET NUMBER
C-3.1

VHLP3-11W/A	
ANTENNA SIZE 3' (1.0)	
DIMENSIONS	
A	39.3" (999mm)
B	16.0" (407mm)
C	15.2" (387mm)
D	2.4" (60mm)
E	17.2" (437mm)
ELECTRICAL SPECIFICATIONS	
OPERATING FREQUENCY BAND	10.125–11.700 GHz
GAIN, LOW BAND	37.8 dBi
GAIN, MID BAND	38.4 dBi
GAIN, TOP BAND	39 dBi

REFERENCE
ONLY

1 MICROWAVE DETAIL

SCALE: NONE

RFU-D-HP



MECHANICAL CHARACTERISTICS	
PART #:	RFU-D-HP
HEIGHT:	12.56"
WIDTH:	11.26"
DEPTH:	4.21"
WEIGHT:	26.5lbs

2 ODU DETAIL

SCALE: NONE

Transmission details		
SITE ID:	7CMB001B	A4F1919A
[CLUSTER_ID_LABEL]:	[CLUSTER_ID_A]	[CLUSTER_ID_B]
[CALL_SIGN_LABEL]:	[CALL_SIGN_A]	[CALL_SIGN_B]
ASR #:		1294216
AAV_CONTRACT_ID:	SPI111	TMW01
AAV_CONTRACT_STATUS:	[AAV_CONTRACT_STATUS_A]	Selected
Ethernet Installed:	[1_95_STATUS_A]	[1_95_STATUS_B]
Latitude:	39-39-47.0 N	39-46-15.4 N
Longitude:	78-47-22.0 W	78-51-25.8 W
Azimuth (deg):	334.15 Deg	154.11 Deg
Vertical angle (deg):	1.59 Up	1.68 Down
Elevation:	1486.22 ft	2604.99 ft
Antenna model:	VHLP3-11WA	VHLP3-11WA
Antenna manufacturer:	ANDREW CORPORATION	ANDREW CORPORATION
Antenna Id:	220	220
Antenna gain (dBi):	38.50 dBi	38.50 dBi
Antenna diameter:	2.95 ft	2.95 ft
Antenna CL:	104.00 ft AGL	233.00 ft AGL
Diversity Antenna model:		
Diversity Antenna manufacturer:		
Diversity Antenna Id:		
Diversity Antenna gain (dBi):		
Diversity Antenna diameter:		
Diversity Antenna CL:		
Branch Loss Tx/Rx (dB):	1.00 dB/1.00 dB	1.00 dB/1.00 dB
Attenuator Common/Tx/Rx (dB):		
Waveguide #1 Model, Len, Loss(dB):		
Waveguide #2 Model, Len, Loss(dB):		
Waveguide #3 Model, Len, Loss(dB):		
Total Waveguide Loss (dB):		
Other Losses (dB):	0.00 dB	0.00 dB
Frequency (GHz):	11.00 GHz	
Path length:	8.27 mi	
Free space loss (dB):	135.76 dB	
Atmospheric absorption loss (dB):	0.19 dB	
Obstruction Loss (dB):	0.00 dB (oLOS)	
Field margin (dB):	1.00 dB	
Net path loss (dB):	61.95 dB	61.95 dB
Configuration:	2+0/DP/DM/OMT	2+0/DP/DM/OMT
Radio model:	IP20D-HP11-80X-A_4501	IP20D-HP11-80X-A_4501
Radio manufacturer:	Ceragon Networks	Ceragon Networks
Radio Id:	754	754

3 LINK BUDGET PATH REPORT

SCALE: NONE

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NASHVILLE, TN 37211

PBM

Wireless Services
Think outside the triangle.

CCM	CCM	CCM	CCc	
A 07/28/25	INTERNAL REVIEW	90% REVIEW	LL REVIEW	BID/PERMIT
B 09/08/25				
C 09/16/25				
O 09/23/25				

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT

600 BISHOP WALSH RD. CUMBERLAND, MD 21502
ALLEGANY COUNTY

MW ADD - EXISTING WATER TOWER

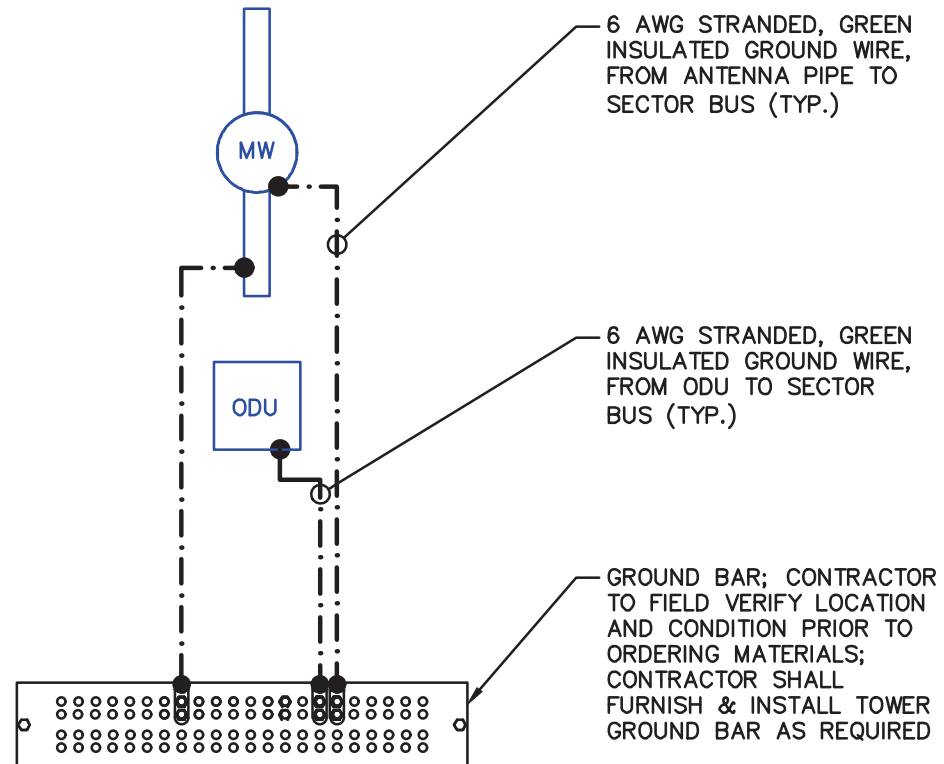
PROJ # 25-10-41-132 DWG BY: CCM CHKD BY: BMW

SHEET TITLE
MW DETAILS

SHEET NUMBER
C-3.2



ALPHA
SECTOR



NOTES:

- GROUND BAR TIES DIRECTLY TO MAIN TOWER TOP GROUND BAR, BEAM CLAMPED TO TOWER STEEL

1

GROUNDING DIAGRAM (TYP.)

SCALE: NONE

TYPICAL GROUNDING RISER



A	07/28/25	INTERNAL REVIEW	CCM
B	09/08/25	90% REVIEW	CCM
C	09/16/25	LL REVIEW	CCM
D	09/23/25	BID/PERMIT	CCc

7CMB001B - 0002517891 - CITY OF CUMBERLAND WT 600 BISHOP WALSH RD. CUMBERLAND, MD 21502 ALLEGANY COUNTY MW ADD - EXISTING WATER TOWER	CHKD BY: BMW
PROJ # 25-10-41-132	DWG BY: CCM

SHEET TITLE
GROUNDING SCHEMATIC

SHEET NUMBER
E-1.0

File Attachments for Item:

. Order 27,998 - accepting the bid from low responsive bidder First Fruits Excavating to repair and restore multiple sidewalk areas throughout the City that have been disturbed due to utility installations, repairs or maintenance activities in the amount not to exceed 151,301.75, and rejecting all other bids



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

ORDER NO. 27,998

DATE: April 21, 2026

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

THAT, the bid from low responsive bidder First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, to repair and restore multiple sidewalk areas throughout the City that have been disturbed due to utility installations, repairs or maintenance activities be and is hereby accepted in the amount not to exceed One Hundred Fifty One Thousand Three Hundred One Dollars and Seventy Five Cents (\$151,301.75); and

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

Raymond M. Morriss, Mayor

Order of bids:

Excavating Associates, Inc.	\$161,298.00
First Fruits Excavating, Inc.	\$151,301.75

Budget: TBD

Council Agenda Summary

Meeting Date: 4/21/2026

Key Staff Contact: Devin Burke

Item Title:

Award City-Wide Sidewalk Utility Repair Contract, City Project # 2025-26-SHLD

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

Award Constitution Park Grove 4 Parking Lot Improvements Contract to low responsive bidder, First Fruits Excavating, in the lump sum cost of \$151,301.75.

This project will include repair and restoration of multiple sidewalk areas throughout the City of Cumberland that have been disturbed due to utility installations, repairs, or maintenance activities. Work will include the removal of damaged or temporary pavement patches and the installation of permanent concrete sidewalk patches to restore the sidewalk to City standards.

This project was advertised for bid on 3/11/26. Bids closed on 4/8/26, with two qualified bids being received. The low bidder was First Fruits Excavating, with an acceptable bid of \$151,301.75. The other acceptable bid was \$161,298.00

The project is not budgeted for this fiscal year, and utilizes City Funds.

Amount of Award: \$151,301.75

Budget number: TBD

Grant, bond, etc. reference: City Funds

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	City-Wide Sidewalk Utility Repair Contract
City Project:	2025-26-SHLD
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	April 8, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation	
BIDDER	BIDDER
First Fruits Excavating	Excavating Associates, Inc.
407 Plum Run Road Ridgeley, WV 26753	P.O. Box 434 Eilerslie, MD 21529

BIDS AND ALTERNATES				First Fruits Excavating		Excavating Associates, Inc.	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1001	Mobilization	LS	1	2783	\$ 2,783.00	9368	\$ 9,368.00
1002	Maintenance of Traffic	LS	1	23020	\$ 23,020.00	35962	\$ 35,962.00
5001	5-Inch Reinforced Concrete Sidewalk	SF	1665	64.75	\$ 107,808.75	58	\$ 96,570.00
5002	Type A Curb Any Height Or Depth	LF	61	290	\$ 17,690.00	318	\$ 19,398.00

First Fruits Excavating		Excavating Associates, Inc.	
Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓
LPC	County	LPC	N/A
ARVF	✓	ARVF	✓
BASE BID		\$ 151,301.75	\$ 161,298.00

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


 Matt Ideman
 Deputy Director of Engineering

File Attachments for Item:

. Order 27,999 - authorizing the execution of a Concession License agreement with Max Flanigan and Brea Ishler of the In Between Café for the operation of the concession area on the second floor of the Casino Building at Constitution Park Pool from May 1, 2026 through September 30, 2026, with a license fee of \$1,200



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

ORDER NO. 27,999

DATE: April 21, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Concession License agreement with Max Flanigan and Brea Ishler of the In Between Café for the operation of the concession area on the second floor of the Casino Building at Constitution Park Pool from May 1, 2026 through September 30, 2026, with a license fee of One Thousand Two Hundred Dollars and No Cents (\$1,200.00).

Raymond M. Morriss, Mayor

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT (“Agreement”), made this 21st day of April, 2026, by and between the **Mayor and City Council of Cumberland** (the “City”), a municipal corporation of the State of Maryland, and Max Flanigan and Brea Ishler of the In Between Café (“Licensee”), of Allegany County Maryland.

WITNESSETH:

1. **Grant of License.** That for and in consideration for the Licensee’s payment of the his/hereinafter-described license fee, the City does his/hereby grant unto Licensee, the right and privilege to exclusively operate the Concession Area (the “Concession”) on the second floor of the Casino Building in Constitution Park (the “Park”) in the City of Cumberland, Maryland, and they shall have the privilege of selling in said Concession all articles of merchandise commonly sold at concession stands in public parks as well as the privilege to operate at that location such pinball machines, arcade-style games and similar devices authorized by the laws of the State of Maryland and the Code of the City of Cumberland as are approved by the Director (the “Director”) of the City’s Department of Parks and Recreation (the “Department”). Notwithstanding anything to the contrary his/herein, Licensee shall not be permitted to sell or offer for consumption beers, wines or alcoholic beverages of any kind in the Park.

The City hereby agrees to permit Licensee to operate the Concession as concession stand. Licensee shall be solely responsible for providing all furnishings, trade fixtures and equipment he/she needs in order to operate the Concession and the City shall have no obligations in regard to the same. At the end of the term of this Agreement, Licensee shall have a right to remove such furnishings, trade fixtures and equipment as he/she may purchase and install in said Concession, except those which are so fixed as to be permanent

additions to the building. Any damages caused to the Concession as a result of Licensee's removal of his/her furniture, trade fixtures and equipment shall be repaired by Licensee at his/her expense, said repairs to be effected in a good and workmanlike manner, restoring the Concession as good or a better condition than it was in as of the effective date of this Agreement.

During the term of this Agreement, Licensee shall be responsible for repairing and maintaining the equipment and appliances installed by the City at the Concession and keeping it in good and properly working order. Licensee shall be responsible for returning it to the City in good and properly working order upon the termination of this Agreement or upon the expiration of its term.

2. **Cleanliness.** Licensee shall be responsible for keeping the Concession in a clean and sanitary condition throughout the term of this Agreement. At the conclusion this/hereof, Licensee shall surrender possession of the premises to the City in a "broom-clean" condition. Throughout the term of this Agreement, Licensee shall keep the area surrounding the Concession free of trash and debris.

3. **License Fee.** In exchange for the license his/herein granted, Licensee shall pay the City a license fee in the amount of Twelve Hundred Dollars (\$1200.00), payable and paid in one installment by May 1, 2026. Said payment shall be made at the City's Finance Department in City Hall, 57 N. Liberty Street, Cumberland, MD 21502. The license fee shall not be abated for any reason.

4. **Exclusivity.** Although Licensee shall have the exclusive right to operate the Concession, nothing herein contained shall prevent other concessionaires from selling

concessions elsewhere in the Park. Further, this Agreement shall not be interpreted to confer any rights upon Licensee other than those expressly granted his/her/herein.

5. **Laws and Regulations.** The rights herein granted shall be subject to the City's ordinances, its Code and Charter, the rules and regulations of its Department of Parks and Recreation (the "Department") and other laws and regulations as may be applicable, and the business to be conducted under the terms of this Agreement shall at all times be conducted in conformity with the foregoing.

The Department shall have the right to regulate advertising materials used in or upon any of the buildings in the Park or distributed therein. Further, no signage shall be permitted at the Concession other than that which is approved by the Director, said approval not to be unreasonably withheld.

No items vended by Licensee shall be sold in excess of standard market prices. Licensee shall close the Concession and cease to operate the same as the said Park shall officially be closed unless the Director grants Licensee permission in writing to operate at such times when the Park is officially closed.

6. **Term of Agreement.** It is specifically understood that the rights granted herein are granted as to the period of time commencing May 1, 2026, and concluding September 30, 2026. Notwithstanding the foregoing, Licensee shall not be permitted to conduct business at the Concession until such time as the Allegany County Health Department issues a permit for the conduct of those operations. The Concession shall be well stocked and kept open for business starting May 23, 2026, and continuing through the end of the term of this Agreement.

7. **No Alterations.** Licensee shall not make any alterations, modifications or improvements at or in the Concession or the Casino Building without the written permission of the Director, said permission to be granted or withheld for any reason or no reason at all.

8. **Limitations on License.** Licensee shall not engage in any commercial activities at the Park (like selling concessions at other locations or showing movies) other than those expressly authorized by the terms of this Agreement unless the Director grants Licensee written permission to do so. This prohibition extends to activities like operating concessions at locations other than the Concession and showing movies.

9. **Relationship between the Parties.** The relationship between the City and Licensee is that of an independent contractor and a contracting entity. Nothing herein contained shall be construed to give Licensee any interest as an employee, joint venturer, or partner of or with the City. During the term of this Agreement, Licensee shall conduct his/her business operations at the Concession as an independent contractor and she shall have control of and shall be exclusively responsible for said operations.

10. **Indemnification.** Licensee will defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, related to, or in connection with the conduct of the business operations which are the subject of this Agreement occasioned wholly or in part by any act or omission of Licensee, his/her agents, employees, representatives, sublicensees, contractors, or subcontractors, or any agents or employees of the foregoing. Licensee's indemnification obligations as set forth in this section

include, but are not limited to, the obligation to indemnify the City for its attorneys' fees, court costs and any litigation expenses it may incur. The provisions of this section shall survive the termination or earlier expiration of this Agreement.

11. Insurance. Throughout the term of this Agreement, Licensee shall, at its expense, maintain (i) comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (ii) workers' compensation insurance in no less than the statutorily required minimum amounts. Licensee shall furnish the City with a certificate of insurance prior to or contemporaneously with the execution of this Agreement. Thereafter, Licensee shall deliver certificates of renewal for each insurance policy not less than thirty (30) days in advance of the expiration date of the policy, bearing verification from the agent of the company issuing the certificate that the premiums have been paid in full. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without thirty (30) days prior written notice to the City. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.

12. Miscellaneous.

12.1 Remedies for Breach of Agreement. Notwithstanding any provisions in this Agreement to the contrary, the parties his/hereto reserve the right to seek any remedies available in equity or law upon a breach of the terms of this Agreement. In the event of a breach of the terms of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs and other expenses incurred by the non-breaching party as a result of the breach.

12.2 Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected this/hereby, and to this end, the provisions of this Agreement are declared severable.

12.3 Captions. The captions and titles to the paragraphs, sections and subsections of this Agreement are for convenience purposes only and are not in aid of the interpretation of this Agreement, and to this end, shall not limit, restrict or expand the provisions hereof.

12.4 Time is of the Essence. Time is of the essence in with respect to the provisions of this Agreement.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties his/hereto, and their respective heirs, personal representatives, successors and assigns.

12.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto agree to be subject to the jurisdiction of such Courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts in commenced in an inconvenient forum or one that lacks proper venue. This provision shall be construed to proscribe any action or remedy being brought or asserted by either party in any other forum located in any other jurisdiction unless the Circuit Court of Allegany County,

Maryland, or the District Court of Maryland for Allegany County determine that the action must be transferred to another jurisdiction.

12.7 Waiver. Neither the City's nor Licensee's waiver of the breach of any covenant, term or condition of this Agreement will be construed as a waiver of the breach of any other covenants, terms or conditions or as a waiver of a subsequent breach of the same covenant, term or condition.

12.8 Definitions. Whenever used in this Agreement, the singular shall include the plural; any gender shall include the other gender, and vice-versa.

12.9 Entire Agreement. This Agreement contains the final and entire agreement between the parties his/hereto with reference to the provisions his/heretof, and neither they nor their agents shall be bound by any terms, conditions or representations not contained his/herein.

12.10 Jury Trial. The parties waive their right to a jury trial in a proceeding brought by any party based upon or arising out of or as an incident to this Agreement.

IN WITNESS WHIS/HEREOF, the parties his/hereto have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton
City Clerk

By: _____
Raymond M. Morriss
Mayor

(Witness)

(Licensee signature)

File Attachments for Item:

. Order 28,000 - authorizing the Mayor to sign a fifth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, allowing for the dismissal of the Lawsuit against CSX Transportation, Inc. while still preserving all rights to claims, to allow both parties to continue discussing in good faith options for performing the Sewer Repair Work and to work toward a mutually acceptable plan



- ORDER -

of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 28,000

DATE: April 21, 2026

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

THAT, the Mayor be and hereby is authorized to sign a fifth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, allowing for the dismissal of the Lawsuit against CSX Transportation, Inc. while still preserving all rights to claims, to allow both parties to continue discussing in good faith options for performing the Sewer Repair Work and to work toward a mutually acceptable plan.

Raymond M. Morriss, Mayor

FIFTH AMENDED AND RESTATED TOLLING AGREEMENT

This Fifth Amended and Restated Tolling Agreement (the “Fifth Amended Agreement”) is entered into by and between Mayor and City Council of Cumberland (the “City”) and CSX Transportation, Inc. (“CSX”) (collectively the “Parties”), and is effective as of the latter date that the Parties execute this document (the “Effective Date”).

RECITALS

WHEREAS, the City seeks access to the CSX Yard in Cumberland, Maryland for the purpose of repairing, replacing, and/or relocating the City’s sewer lines and associated manholes located on and beneath the CSX Yard, including locating and assessing the condition of manholes and sewer lines (collectively, the “Sewer Repair Work”).

WHEREAS, the City asserts that it has rights pursuant to easement, contract, City ordinance, and law to enter the CSX Yard to perform the Sewer Repair Work.

WHEREAS, CSX has previously denied the City access to the CSX Yard to perform the Sewer Repair Work due to concerns that the Sewer Repair Work, as proposed by the City, would unreasonably interfere with CSX’s rail operations.

WHEREAS, the parties agreed to discuss a plan for the City to perform the Sewer Repair Work without unreasonably interfering with CSX’s rail operations pursuant to the Fourth Amended and Restated Tolling Agreement with an effective date of May 2, 2024.

WHEREAS, on July 10, 2025, the City filed a lawsuit against CSX to enforce its claimed rights to enter the CSX Yard to perform the Sewer Repair Work, styled as *Mayor and City Council of Cumberland v. CSX Transportation, Inc.*, Case No. 25-cv-2223 (D. Md.) (the “Lawsuit”).

WHEREAS, the parties agreed to mediate their differences through the offices of Magistrate Judge Austin and further sought and obtained successive extensions of time for CSX to respond to the Complaint while the parties mediated.

WHEREAS, the Parties wish to cooperate to develop a plan for the City to perform the Sewer Repair Work without unreasonably interfering with CSX’s rail operations.

WHEREAS, the City will voluntarily dismiss the Lawsuit without prejudice to facilitate cooperation without the additional cost and attendant risks of litigation.

WHEREAS, the Parties wish to preserve any and all claims or defenses that they may have against each other related to the Tolerated Claims, as defined in Paragraph 1 below, in light of the possibility that certain claims and defenses could be affected by statutes of limitation.

WHEREAS, the Parties have agreed to extend the period of time in which claims are tolled to allow the parties to continue to cooperate regarding the Sewer Repair Work on the terms set forth below.

NOW THEREFORE, in light of the foregoing Recitals and in consideration of the mutual promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. As of the Effective Date of this Fifth Amended Agreement, the Parties, and each of them, agree to toll the running of any statutes of limitation and any other statute, law, rule or principle of equity with similar effect (collectively “Statutes of Limitation”) with respect to any and all rights, claims, causes of action, counter-claims, third-party claims, cross-claims or defenses that could or might be asserted by the Parties against each other that are based on, or arise out of, the City’s claim of right to access and use the CSX Yard in order to perform the Sewer Repair Work (collectively the “Tolled Claims”). The Statutes of Limitation of all Tolled Claims shall be tolled commencing upon the Effective Date of this Fifth Amended Agreement and shall continue to be tolled for a period of two (2) years or until such time as this Fifth Amended Agreement is terminated pursuant to Paragraph 6 of this Fifth Amended Agreement (the “Tolling Period”). The Parties, and each of them, agree that the Tolling Period shall be excluded from all computations of any limitations period applicable to the Tolled Claims under any Statutes of Limitation. The Parties, and each of them, agree that they shall waive and shall not plead, assert, or otherwise raise any Statutes of Limitation applicable to the Tolled Claims, to the extent such limitations period or other timerelated defense is tolled by this Amended Agreement, as a bar to or other limitation on any Tolled Claim.

2. The Parties acknowledge that the Tolled Claims were tolled during the effective period of the Fourth Amended and Restated Tolling Agreement and during the time the Lawsuit was pending, provided however that nothing in this Tolling Agreement shall affect any defense available to CSX as of the Effective Date of this Tolling Agreement, and this Tolling Agreement shall not be deemed to revive any claim that is or was already barred on the Effective Date.

3. Within twenty-four (24) hours of the execution of this Fifth Amended Agreement the City will voluntarily dismiss the Lawsuit, without prejudice pursuant to Federal Rule of Civil Procedure 41.

4. Each Party agrees that it will not file any administrative or judicial action or claim against the other Party related to any of the Tolled Claims during the Tolling Period.

5. During the Tolling Period, the Parties agree to continue to discuss in good faith options for performing the Sewer Repair Work and to diligently work toward a mutually acceptable plan to perform such work. Nothing in this Agreement shall be construed to require CSX to agree to any specific methodology for the City to perform the Sewer Repair Work, or to confer any rights and obligations not otherwise set forth herein.

6. **The City** [Either Party] may terminate this Fifth Amended Agreement, without cause and in its sole discretion, upon written notice to the other Party, to be delivered to the address and in the manner set forth in Paragraph 9. The Amended Agreement shall remain in effect for fourteen (14) days after the date the notice is received by counsel for the recipient Party in

accordance with Paragraph 9 or through June 30, 2025, whichever date occurs first, unless the Parties agree to a different date pursuant to Paragraph 11 of this Fifth Amended Agreement (the "Termination Date"). If following the Termination Date the City files a new complaint or other action asserting any of the Tolerated Claims, the parties agree that CSX will file its answer or other response to such complaint within thirty (30) days of service, unless extended by agreement of the parties or Court order.

7. Except as expressly stated herein: (a) this Fifth Amended Agreement does not limit in any way the nature or scope of any defense, claim, or counterclaim related to the Tolerated Claims, and (b) the Parties hereby reserve all rights, claims, remedies, and defenses of any kind related to the Tolerated Claims.

8. This Fifth Amended Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any Party for any purpose, nor an admission or acknowledgement on the part of any Party as to any applicable statute of limitations which the Parties may assert in any claim or cause of action related to the Tolerated Claims.

9. Notices issued concerning this Fifth Amended Agreement shall be issued to the following parties unless changed by written notice to the other parties:

For the City (by e-mail):

Eric Pilsk
Kaplan Kirsch LLP
1634 I (Eye) Street, Suite 300
Washington, DC 20006
epilsk@kaplankirsch.com

With a copy to (by U.S. mail):

Michael Cohen
City Solicitor
City of Cumberland
213 Washington Street
Cumberland, MD 21502
mike@msclawllc.com

For CSX:

Sean M. Craig
Assistant General Counsel, Law Department
CSX Transportation
500 Water Street, J150
Jacksonville, Florida 32202
Sean_Craig@CSX.com

Ava Lias-Booker

Melissa Martinez
McGuireWoods LLP
500 East Pratt Street Suite 1000
Baltimore, MD 21202
Alias-booker@mcguirewoods.com
mmartinez@mcguirewoods.com

10. This Fifth Amended Agreement is not intended to affect any claims by or against third parties. This Fifth Amended Agreement will not preclude any Party from asserting any claims and/or defenses it may have against any other Party wholly unrelated to the Tolled Claims and/or the execution of this Fifth Amended Agreement.

11. No amendment to this Fifth Amended Agreement is valid unless it is in writing, signed by both Parties or their duly authorized representatives, and expressly states an intent to amend this Fifth Amended Agreement. Any purported amendment that does not conform to the requirements of this paragraph shall be null and void.

12. This Fifth Amended Agreement constitutes the entire agreement between the Parties with respect to the subject matter it describes, and supersedes all other agreements that may exist, written or oral.

13. This Fifth Amended Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute together one and the same instrument. A facsimiled, imaged, scanned, photocopied or emailed copy of an original signature shall constitute an original signature.

14. This Fifth Amended Agreement shall be construed in accordance with, and be governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amended Agreement to be executed by their duly authorized representatives as of the date above.

Mayor and City Council of Cumberland

CSX Transportation, Inc.

By: _____
Raymond M. Morriss, Mayor

By: _____
Sean M. Craig
Assistant General Counsel