



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: August 5, 2026

Open Session - 6:15 PM

Pledge Of Allegiance

Roll Call

Presentations

- A) Recognition of the retirements of Jeremy Robison and Johnna Byers

Approval of Minutes

- A) Approval of Closed Work Session, Open Work Session and Regular Session minutes from July 21, 2026

Public Comment - FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

- A) Ordinances
 - 1. Ordinance 4059 (*2nd and 3rd readings*) - rescinding Ordinance No. 4049 and rejecting Trustech Pro Inc.'s bid to purchase 414 Grand Avenue due to failure to timely pay for purchase price and recordation fees
 - 2. Ordinance 4060 (*2nd and 3rd readings*) - repealing and reenacting Sections 13-166 to 13-172 of the Code of the City of Cumberland pertaining to the operation of bicycles, recreational conveyances and personal delivery devices
 - 3. Ordinance 4061 (*2nd and 3rd readings*) - authorizing the transfer of 27 N. Lee Street to Zaki Zohaani LLC for the purchase price of \$20,500
 - 4. Ordinance 4062 (*2nd and 3rd readings*) - authorizing the transfer of 102-04-06 Altamont Terrace to SP Marin Trust for the purchase price of \$11,000

5. Ordinance 4063 (*2nd and 3rd readings*) - authorizing the transfer of 124-126 Arch Street to SP Marin Trust for the purchase price of \$1,100
6. Ordinance 4065 (*2nd and 3rd readings*) - authorizing the transfer of 766 Maryland Avenue to SP Marin Trust for the purchase price of \$560

New Business

A) Orders (Consent Agenda)

1. Order 28,105 - authorizing the sole source purchase from PACE Analytical Services LLC to provide laboratory services for the Water Reclamation Facility and Water Filtration Plant for FY27 in the amount not to exceed \$87,000
2. Order 28,106 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Bedford Valley Petroleum in the not to exceed amount of \$340,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)
3. Order 28,107 - authorizing the execution of a Subordination Agreement with NFM Lending LLC to subordinate the lien position of the Choose Cumberland Grant and Security Agreement to a mortgage loan to be made to the owners of the property located at 301 Arch Street and 305 Arch Street and authorizing the City Solicitor to consent to changes being made to the Subordination Agreement for the purpose of refining and/or correcting the recitals at the beginning of the document
4. Order 28,108 - accepting the sole source proposal from BlueConduit to provide a second year of service to the City of Cumberland for a tool to assist in the determination of material type of service lines throughout the City in an amount not to exceed \$30,000
5. Order 28,109 - approving the purchase from Pyrz Water 82 Activated Carbon Replacement Filters for the Water Reclamation Facility in an amount not to exceed \$26,322
6. Order 28,110 - authorizing the City Administrator, pursuant to the authority granted by Clock Tower Ventures LLC (CTV) under the terms of the Agreement of Sale dated March 22, 2023, to execute, acknowledge, deliver, and record, in the name and on behalf of CTV, any deed and any other documents reasonably necessary to reconvey title to 19 Frederick Street to the City and to take such further actions as may be necessary to effectuate the reconveyance; or if CTV, on its own behalf, executes a deed and any other documents reasonably necessary to reconvey title to the Property to the City and delivers them to the City, the City Solicitor is authorized to accept the deed by recording it among the Land Records of Allegany County, Maryland

7. Order 28,111 - accepting the proposal from Belt Paving for the milling, base repair and overlay on Shades Lane from Baltimore Avenue to Welton Lane in the total amount not to exceed \$43,842, with special pricing through a Maryland State Bid Contract XQ9015177, which is in accordance with City Code Section 2-171(c), pertaining to purchasing cooperatives and state and local government contracts
8. Order 28,112 - adopting the 2025 Annual Report of the Cumberland Planning Commission, effective this date
9. Order 28,113 - authorizing the execution of a Subordination agreement subordinating the lien of the City's deed of trust for the Maryland Avenue development project

Letters / Petitions

- A) Letter from the City Clerk advising that the MD State Board of Canvassers certified the 2026 Primary Election results on July 23, 2026, and that Raymond Morriss and Darrell Lee Powell, having received the two highest number of votes for the office of Mayor, are hereby declared nominated and will be appearing on the General Election Ballot on November 3, 2026

Public Comment

All public comments are limited to 5 minutes per person

Adjournment



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, July 21, 2026; 5:30 pm

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

ABSENT: Council Member Richard J. "Rock" Cioni

ALSO PRESENT: Jeffrey F. Silka, City Administrator and Allison Layton, City Clerk

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

I. CONTINUED DISCUSSION ON THE PROPOSED FILM ORDINANCE

Mr. Silka reported receiving feedback from the County, the Chamber, and other stakeholders, resulting in several proposed revisions to the ordinance. The changes clarify when a permit is required, establish a non-refundable \$125 application fee, and update permit submission requirements. Mr. Silka stated the revisions are intended to protect the public's rights while providing a clear permitting process. The Mayor noted that the public better understands the ordinance now and has provided positive feedback. Jeff added that legal language will be incorporated without changing the ordinance's intent.

II. CITY ADMINISTRATOR UPDATES

Mr. Silka shared information regarding the Maryland game on September 5, 2026. "Cumberland Day" ticket sales will benefit Cumberland Main Street.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF JULY 21, 2026

Mr. Silka reviewed items on the agenda with the Council Members. Specifically, order #4 increases the number of parking spaces that the Department of Labor is leasing in the George St. Garage from 47 to 59. Also, orders #9 and 10 are for the hotel/motel disbursements, with the Mayor needing to abstain from the vote on #10 due to him being on the Board of the Museum.

Order #17 establishes an annual summer parade on Memorial Day and Orders #18-27 are restocking the water department for FY27.

IV. MAYOR AND CITY COUNCIL UPDATES

- July 23rd: Farmers Market and Levitt AMP concert
- July 26th: Experimental Aircraft breakfast at Airport
- Had a great meeting with CEDC; moving along well with projects
- August 4th: National Night out
- August 5th: Mayor and City Council Meeting

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:45 PM

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: July 21, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

ABSENT: Council Member Richard "Rock" Cioni

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

IV. Statement of Closed Meetings

On July 21, 2026, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City for the purpose of immediately closing the meeting to consider matters related to collective bargaining with the UFCW Local 1994 MCGEO and to receive the advice of the City Solicitor regarding 19 Frederick Street. Authority to close the session is provided by Sections 3-305(b)(7) and (9) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

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

Mayor Morriss recognized James Friend (not present) for his years of service.

Mayor Morriss recognized Cindy Miltenberger's retirement by reading words provided by Comptroller Mark Gandolfi.

Vince McKenzie spoke to recognize John Reckley's retirement and thanked him for his service to the City.

IV. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for June 2026

(B) Maintenance Division

1. Maintenance Division Monthly Report for June 2026

(C) Fire Department

1. Fire Department Monthly Report for June 2026

(D)Police Department

1. Police Department Monthly Report for June 2026

(E) Utilities Division

1. Utilities Division Flood, Water, Sewer Monthly Report for June 2026

VI. Approval of Minutes

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

Approving the Closed Session Minutes, Open Work Session Minutes and the Regular Session Minutes of July 7, 2026

V. Public Comments for agenda items only

No one signed up

VI. New Business

(A) Ordinances

1. Ordinance 4059 (*1st reading*) - rescinding Ordinance No. 4049 and rejecting Trustech Pro Inc.'s bid to purchase 414 Grand Avenue due to failure to timely pay for purchase price and recordation fees

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

2. Ordinance 4060 (*1st reading*) - repealing and reenacting Sections 13-166 to 13-172 of the Code of the City of Cumberland pertaining to the operation of bicycles, recreational conveyances and personal delivery devices

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

3. Ordinance 4061 (*1st reading*) - authorizing the transfer of 27 N. Lee Street to Zaki Zohaani LLC for the purchase price of \$20,500

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

4. Ordinance 4062 (*1st reading*) - authorizing the transfer of 102-04-06 Altamont Terrace to SP Marin Trust for the purchase price of \$11,000

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

5. Ordinance 4063 (*1st reading*) - authorizing the transfer of 124-126 Arch Street to SP Marin Trust for the purchase price of \$1,100

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

6. Ordinance 4064 (*1st reading*) - authorizing the transfer of Mechanic Street Lot to Arielle Warren for the purchase price of \$1,026

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

7. Ordinance 4065 (*1st reading*) - authorizing the transfer of 766 Maryland Avenue to SP Marin Trust for the purchase price of \$560

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

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item (**excluding Order 28,087**) was made by Council Member Frazier, seconded by Council Member Lepley, and was passed on a vote of 4-0.

Motion to approve **Order 28,087 only** was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 3-0 with Mayor Morriss abstaining from the vote.

1. Order 28,078 - authorizing the Chief of Police to accept the FY27 Community Grant in the amount of \$15,481 to provide overtime funding for officers to attend community events
2. Order 28,079 - authorizing the Chief of Police to accept the FY27 MCIN Grant in the amount of \$303,426 to be used for personnel and overtime costs associated with the Cumberland Police Department's focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking
3. Order 28,080 - authorizing the Chief of Police to make sole source purchase from Leads Online for a one year renewal of the Leads Online Power Plus Investigation System subscription for a period of July 1, 2026 through June 30, 2027 in the not to exceed amount of \$7,181
4. Order 28,081 - authorizing the execution of Supplemental Lease Agreement No. 1 to the lease agreement dated December 17, 2024 with a term of three years from May 1, 2025 through April 30, 2028 with the State of Maryland, for the use of the Department of Labor and the Department of Assessment and Taxation, to increase the total number of parking spaces leased to Lessee from 47 to 59 parking spaces at a rental rate of \$60 per month per parking space at Lessor's parking garage located at 101 S. George Street
5. Order 28,082 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY26 for property,

general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$553,650

6. Order 28,083 - amending Order No. 27,989, originally approved on April 21, 2026 accepting the bid from Shaffer Construction Co. to perform sidewalk repair and perform mandated ADA accessibility upgrades to the Valley Street Parklet in the increased amount of \$2,800, bringing the new total not to exceed \$31,845
7. Order 28,084 - authorizing the Street Department to purchase bituminous concrete materials for Street Department paving projects and normal maintenance operations in an amount not to exceed \$450,000 for FY27 from Belt Paving, Inc. and/or IA Construction, with consideration taken regarding availability and price on the day of operation
8. Order 28,085 - authorizing the Street Department to purchase concrete materials for Street Department concrete projects and normal maintenance operations in an amount not to exceed \$100,000 for FY27 from Allegany Aggregates, American Concrete and/or Red Barn Concrete
9. Order 28,086 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$35,484
10. Order 28,087 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$5,100
11. Order 28,088 - accepting the recommendation of the Evitts Creek Water Company (ECWC) Board of Directors and executing a "Hunter Access Program Cooperative Agreement" with the Pennsylvania Gaming Commission, establishing a safety zone for public hunting in exchange for PA Gaming Commission providing general protection of the lands owned by the ECWC, with the agreement renewed indefinitely until either party issues a 30 day cancellation notice
12. Order 28,089 - accepting the sole source proposal from Cleveland Brothers CAT for the purchase of one new Caterpillar 305 Mini Excavator in the total amount not to exceed \$89,952.97, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts
13. Order 28,090 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc. for the "Mechanic and Harrison Street Intersection

Improvements" (City Project 2024-06- PVG) to add the test pitting for the pole mast foundation due to underground infrastructure that was not properly spotted prior to construction for the increased cost of \$4,310.25, bringing the new contract value not to exceed \$388,907.25

14. Order 28,091 - approving the sole source purchase from Belt Paving, Inc. to provide approximately 6,707 Square Yards of mill, patch and paving work on Pennsylvania Avenue (City Project 2026-10-PVG) in the estimated unit price of \$102,953
15. Order 28,092 - declaring certain office equipment to be surplus to be recycled or scrapped
16. Order 28,093 - 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 "Chamber of Commerce 120th Anniversary Celebration" Event on September 23, 2026 from 4:30 PM to 7:30 PM; notwithstanding, that open glass containers shall not be permitted
17. Order 28,094 - establishing an official "City of Cumberland Summer Parade" to be held annually on the Monday that is federally observed as Memorial Day
18. Order 28,095 - authorizing the sole source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$65,000 for FY27
19. Order 28,096 - approving the sole source purchase from Allegany Aggregates for stone and aggregate needed for utility holes from leaks, mainline replacements and meter boxes from the cross-connection program in an amount not to exceed \$60,000
20. Order 28,097 - approving the sole source purchase from L/B Water Service, Inc. of Fire Hydrants for FY27 in an amount not to exceed \$30,000
21. Order 28,098 - approving the sole source purchase from Ferguson Waterworks of Fire Hydrants for FY27 in the amount not to exceed \$30,000
22. Order 28,099 - approving the sole source purchase from Core & Main LP of Fire Hydrants for FY27 in the amount not to exceed \$30,000

23. Order 28,100 - approving the sole source purchase from CITCO Water of Fire Hydrants for FY27 in an amount not to exceed \$30,000
24. Order 28,101 - authorizing the sole source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$230,00 for the entire fiscal year
25. Order 28,102 - authorizing the sole source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$65,000 for FY27
26. Order 28,103 - authorizing the sole source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$65,000 for FY27
27. Order 28,104 - authorizing the sole source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$65,000 for FY2

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

No comments were received

Adjournment

With no further business at hand, the meeting adjourned at 6:44 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, July 21, 2026; 5:00 p.m.

On July 21, 2026, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City for the purpose of immediately closing the meeting to consider matters related to collective bargaining with the UFCW Local 1994 MCGEO and to receive the advice of the City Solicitor regarding 19 Frederick Street. Authority to close the session is provided by Sections 3-305(b)(7) and (9) 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 FURSTENBERG, AND WAS PASSED ON A VOTE OF 4-0.

PRESENT: RAYMOND M. MORRISS, PRESIDENT; COUNCIL MEMBERS JIMMY FURSTENBERG, EUGENE FRAZIER, AND BRIAN LEPLEY

ABSENT: COUNCIL MEMBER RICHARD "ROCK" CIONI

ALSO PRESENT: JEFFREY F. SILKA, CITY ADMINISTRATOR; ALLISON K. LAYTON; CITY CLERK; AND MICHAEL COHEN BY TELEPHONE

ORDINANCE NO. 4059

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO RESCIND ORDINANCE NO. 4049 AND REJECT TRUSTECH PRO INC.'S BID TO PURCHASE 414 GRAND AVENUE, CUMBERLAND, MD 21502, DUE TO ITS FAILURE TO TIMELY PAY THE PURCHASE PRICE AND DEED RECORDATION FEES."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain real property located at 414 Grand Avenue, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was offered for sale through the City's Surplus Round 11 solicitation for bids;

WHEREAS, Trustech Pro Inc. ("Trustech") submitted a bid to purchase the Property for Two Thousand Dollars (\$2,000.00), which the Mayor and City Council accepted by Ordinance No. 4049, passed on May 5, 2026;

WHEREAS, Section 1.F of Ordinance No. 4049 provides that the purchaser's failure to pay the purchase price and the City's and Court's deed recordation fees "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.";

WHEREAS, since the sixtieth day after the passage of Ordinance No. 4049 was Saturday, July 4, 2026, the payments were due the next business day thereafter, i.e., July 6, 2026;

WHEREAS, as of the passage of this Ordinance, Trustech has not remitted good payment of the purchase price or the recordation fees, and it has not requested an extension of the payment deadline.

WHEREAS, the Mayor and City Council has determined that rejecting Trustech's bid it is in the City's best interests as it will be able to offer the property for sale in a future solicitation or otherwise disposed of it in accordance with applicable law.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, Ordinance No. 4049 is hereby rescinded, and Trustech's bid to purchase of the Property is hereby rejected.

SECTION 2: 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

ORDINANCE NO. 4060

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT SECTIONS 13-166 TO 13-172 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PERTAINING TO THE OPERATION OF BICYCLES, RECREATIONAL CONVEYANCES AND PERSONAL DELIVERY DEVICES.”

WHEREAS, the City’s regulations pertaining to bicycle ownership and operation are codified in Chapter 13, Article VII of the City Code.

WHEREAS, those regulations were repealed and reenacted by Ordinance No. 4048, passed by the Mayor and City Council of Cumberland on April 21, 2026, in order to adopt a more modernized regulatory framework.

WHEREAS, upon further review, it has been determined that additional changes need to be made for the same purpose.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 13-166 to 13-172 of the Code of the City of Cumberland (1991 Edition) are hereby repealed, and they are reenacted to read as is set forth in Exhibit A attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that the title to Article VII of Chapter 13 of the City Code is changed from “ARTICLE VII – BICYCLES” TO “ARTICLE VII – BICYCLES, RECREATIONAL CONVEYANCES AND PERSONAL DELIVERY DEVICES”.

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, unicycles (powered and unpowered), 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.

Personal delivery device (see Md. Transp. Code Ann. § 21-104.3, 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 governing the operation of bicycles, unicycles and play vehicles. This article is intended to establish safety standards that are in addition to and/or more restrictive than State law.

Sec. 13-168. Trick riding.

No person shall, while operating a recreational conveyance, engage in any form of trick riding on any highway.

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 garages.

Sec. 13-170. Personal delivery devices.

The operator of a personal delivery device must notify the police department in writing of its intent to operate a personal delivery device in the city. As to each personal delivery device, the notice must include the following information:

- (i) The identification number it is marked with;
- (ii) The name, address, telephone number and email address of the operator;
- (iii) If the operator is acting on behalf of a corporate entity, the name and address of the entity and the name, address, telephone number and email address of the entity's contact person; and
- (iv) The name, address and telephone number of the issuer of the general liability insurance policy or alternative form of security required by section 21-104.3(d)(5) of the Transportation Article of the Annotated Code of Maryland, as amended from time to time, as well as the policy number or the identification number for the alternative form of security.

Sec. 13-171. Seizure of recreational conveyances.

- (a) The seizure of recreational conveyances is intended to prevent the continuation or repetition of violations of this article, to ascertain the ownership of recreational conveyances that have been used in violation of the terms of this article, and to hold owners accountable for such violations.
- (b) A police officer may temporarily seize a recreational conveyance that is being operated in violation of this article.
- (c) Any seizure authorized by this section shall be incident to the issuance of a citation.
- (d) A recreational conveyance seized pursuant to this section shall be released to the owner, or in the case of a minor, to the owner's parent or legal guardian, without fee, either at the site of the seizure or at the police department.

- (e) No recreational conveyance shall be permanently forfeited pursuant to this section. However, if the owner fails to reclaim it within ninety (90) days of its seizure, it shall be deemed to be abandoned and may be disposed of accordingly.
- (f) 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).

ORDINANCE NO. 4061

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ZAKI ZOHAAN LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 27 N. LEE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 27 N. Lee Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 28,062, passed by the Mayor and City Council on June 24, 2026;

WHEREAS, the Property was included in the Surplus Round 12 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Zaki Zohaana LLC (the "Purchaser") for the sum of Twenty Thousand Five Hundred Dollars and No Cents (\$20,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Twenty Thousand Five Hundred Dollars and No Cents (\$20,500.00) subject to the following terms and conditions:

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of Twenty Thousand Five Hundred Dollars (\$20,500.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of land situate, lying and being along the easterly side of Lee Street in the city of Cumberland, Allegany County, Maryland, being part of the original town Lot No. 116 and which said part is described as follows:

BEGINNING for the same at a point along the easterly side of Lee Street distant 24 feet measured in a southerly direction along the easterly side of aforesaid Lee Street from its intersection with the southerly side of Fayette Street and running thence with southerly side of Lee Street South 10 degrees 54 minutes West 23 feet to the end of the first line of that part of original town Lot No. 16 which was conveyed by William A. Huster, Trustee, to Jennie Bucy by deed dated January 31, 1930, recorded in Liber 162, folio 467 among the Allegany County Land Records; thence with the second line thereof, it being also at right angles to Lee Street, South 29 degrees 6 minutes East 80 feet to the second line of the lot conveyed by Matilda Hein to Peter Lippold and Louis A. Lippold by deed recorded in Liber 76, folio 342; thence with a line parallel to Lee Street North 10 degrees 54 minutes East 23 feet; thence crossing the whole lot, North 79 degrees 54 minutes 80 feet to the place of beginning.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland, to the City by deed dated May 12, 2026, and recorded among the Land Records of Allegany County, Maryland in Book 3159, Page 460.

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

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

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

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

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

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

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

any; and

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

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

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

described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.

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

9. In furtherance of the terms and provisions set forth in the preceding section:
 - A. If the Grantee is a natural person, he/she hereby appoints the City Administrator (or acting or interim City Administrator) of the City his/her true and lawful attorney-in-fact, with full power of substitution, hereby granting him/her full power and authority for the Grantee and in the Grantee's stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.
 - B. If the Grantee is not a natural person, it hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and/or fails to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of the recordation of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

ZAKI ZOHAAN LLC

By: _____ (SEAL)

Printed Name/Title

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 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 Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$20,500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, _____ **of Zaki Zahaan LLC**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he/she is authorized to sign this document on behalf of the Grantee and that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I HEREBY CERTIFY that the 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:

27 N Lee Street
Cumberland, MD 21502
Tax ID No. 06-024890

ORDINANCE NO. 4062

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SP MARIN TRUST FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 102-04-06 ALTAMONT TERRACE, 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 102-04-06 Altamont Terrace, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 28,062, passed by the Mayor and City Council on June 24, 2026;

WHEREAS, the Property was included in the Surplus Round 12 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from SP Marin Trust (the "Purchaser") for the sum of Eleven Thousand and No Cents (\$11,000.00), 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 Eleven Thousand Dollars and No Cents (\$11,000.00) 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

NO TITLE SEARCH PERFORMED

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

WITNESSETH:

That for and in consideration of the sum of Eleven Thousand Dollars (\$11,000.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

First Parcel: **ALL** that lot or parcel of ground lying at the corner of Altamont Terrace and Union Street in the City of Cumberland, Maryland and described as follows, to-wit:

BEGINNING for the same at the intersection of the southernmost side of Union Street with the Easterly side of Altamont Terrace in said City and running thence with the South side of Union Street 76-1/2 degrees East 100 feet to an alley; thence with the West side of said Alley, South 13-1/2 degrees East 35 feet; thence South 76-1/2 degrees West 100 feet to Altamont Terrace; thence by a straight line to the place of **BEGINNING**.

Second Parcel: **ALL** that lot or parcel of ground lying on the East side of Altamont Terrace, fronting 41 feet on said Terrace and being all of Lot 2, and a part of Lot 3 of D. P. Miller's Subdivision, and being more particularly described as follows, to-wit:

BEGINNING for the same on the East side of Altamont Terrace at the end of a deed from David P. Miller and wife to William L. Rawlings, dated February 9, 1899 recorded in Liber T. L. No. 84, folio 556, one of the Land Records of Allegany County, Maryland; and running thence reversing the said third line of said Deed, North 75-1/2 degrees East 100 feet to the end of the second line of said deed to an alley; thence with the West side of said alley and parallel to said deed and to an alley; thence with the West side of said alley and parallel to said deed and to an alley; thence with the West side of said alley and parallel to Altamont Terrace North 13-1/2 degrees West 41 feet to the end of the third line of a deed from David P. Miller to Dr. J. Jones Wilson, dated October 28, 1898 and recorded in Liber T. L.

No. 84, folio 346 of said Land Records; thence with said third line of said last named deed (reversed) South 75-1/2 degrees West 100 feet to Altamont Terrace; thence with Altamont Terrace, South 13-1/2 degrees East to the place of **BEGINNING**.

Third Parcel: ALL that lot or parcel of land situate on the South side of Union Street in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at a 1/2 point on the South side of Union Street, located North 75-1/2 degrees East 100 feet from the intersection of the Easterly side of Altamont Terrace with the Southerly side of Union Street; said point of beginning also at the end of the first line of a parcel of land conveyed by J. Jones Wilson to John H. B. Mahaney, by deed dated January 2, 1903 and recorded in Liber No. 92, folio 226, one of the Land Records of Allegany County, Maryland; and running thence with said side of Union Street, North 75-1/2 degrees East 14 feet to the end of the first line of the whole parcel of which this is a part as conveyed by Edward H. Welsh, et ux, to David P. Miller by deed dated January 11, 1897 and recorded in Liber 82, folio 169, one of the Land Records of Allegany County, Maryland; thence leaving Union Street, South 13 degrees East 76 feet; thence parallel with Union Street, South 75-1/2 degrees West 13 feet, more or less to the Southeasterly corner of the parcel conveyed by David P. Miller to John H. B. Mahaney by deed dated June 14, 1899, of recorded in Liber 86 folio 167, one of the Land Records; thence parallel with Altamont Terrace, North 15-1/2 degrees West 76 feet to the place of **BEGINNING**.

IT BEING the same property that was conveyed from Abiye S. Williams, by Jeffrey F. Silka, City Administrator of Mayor and City Council of Cumberland, to the City by deed dated February 18, 2026, and recorded among the Land Records of Allegany County, Maryland in Book 3157, Page 293.

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

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

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

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

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

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

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

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

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

4. The Grantee shall meet with the City's Director of Administrative Services or his/her designee no later than thirty (30) days from the date of the recordation of this deed for the purpose of determining whether the City will require the Grantee to perform any of the following repairs to and/or improvements of the dwelling: (a) repair or replacement of the roof; (b) repair or replacement of the windows and doors; (c) repair or replacement of the exterior siding and trim; (d) repair or replacement of the porch, decking, railings and stairs; and (e) repair, replacement or removal of any accessory structures. The City will provide the Grantee with written notice of the work that must be performed. That work shall be completed no later than twelve (12) months from the date of the recordation of the deed or eleven (11) months from the date of the written notice, whichever is later. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of the recordation of this deed.
6. All work required herein shall be performed to the reasonable satisfaction of the City. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such

inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.

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

Grantee's stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.

B. If the Grantee is not a natural person, it hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and/or fails to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City

10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of the recordation of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

SP MARIN TRUST

By: _____ (SEAL)
_____, Trustee
Printed Name

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 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 Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$11,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, **Trustee of the SP Marin Trust**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I HEREBY CERTIFY that the 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:

**102-104-106 Altamont Terrace
Cumberland, MD 21502
Tax ID No. 22-008536**

ORDINANCE NO. 4063

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SP MARIN TRUST FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 124-126 ARCH STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 124-126 Arch Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27.932, passed by the Mayor and City Council on January 6, 2026;

WHEREAS, the Property was included in the Surplus Round 12 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from SP Marin Trust (the "Purchaser") for the sum of One Thousand One Hundred Dollars and No Cents (\$1,100.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand One Hundred Dollars and No Cents (\$1,100.00) 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 **SP Marin Trust** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand One Hundred Dollars (\$1,100.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground lying on the easterly side of Arch Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 61 on the plat of the Cumberland Improvement and Investment Company’s Southern Addition to Cumberland, Maryland, which plat, along with the courses and distances therefor, is recorded in Liber No. 84, Folio 1 & c., of the Land Records of Allegany County aforesaid, which lot hereby conveyed is particularly described as follows:

BEGINNING for the same on the easterly side of Arch Street at the end of the first line of Lot No. 60 and running thence with Arch Street, South 18 degrees 34 minutes West 39 1/2 feet; then parallel with First Street, South 71 degrees 26 minutes East 100 feet to Hattie Alley; then with the West side of said alley, North 18 degrees 34 minutes East 39 1/2 feet to the end of the second line of Lot No. 60 aforesaid; then reversing said line, North 71 Degrees 26 minutes West 100 feet to the beginning.

IT BEING the same property that was conveyed from Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall, to the City by deed dated October 29, 2025, and recorded among the Land Records of Allegany County, Maryland in Book 3114, Page 439.

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 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 \$1,100.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

124-126 Arch Street
Cumberland, MD 21502
Tax ID No.: 04-031350

ORDINANCE NO. 4065

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SP MARIN TRUST FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 766 MARYLAND 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 124-126 Arch Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,160, passed by the Mayor and City Council on January 17, 2023;

WHEREAS, the Property was included in the Surplus Round VII 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 SP Marin Trust (the "Purchaser") for the sum of One Five Hundred Sixty Dollars and No Cents (\$560.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Hundred Sixty Dollars and No Cents (\$560.00) 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 **SP Marin Trust** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Hundred Sixty Dollars (\$560.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot of land in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a stake on the easterly side of Maryland Avenue, it being at the end of the first line of the lot conveyed by the Johnson, Steward and Walsh Company to Peter P. Copeland by deed dated the 31st day of July, A.D., 1903, and recorded in Liber J.W.Y. No. 93, Folio 651, Allegany County Land Records, and running thence with said avenue, South 32 ½ degrees West 44 feet to a point distant five feet from the beginning for the lot conveyed by the Johnson, Steward and Walsh Company to Harrison Swartzwelder by deed dated the 17th day of July, A.D., 1905 and recorded in Liber 98, Folio 16, Allegany County Land Records, and running thence five feet distant from and reversing, the fifth line of said Swartzwelder lot, South 37 ½ degrees East 108 ½ feet, then North 55 degrees East 44 feet to the second line of said Peter Copeland's lot extended Southeasterly, and then reversing said second line as extended, North 38 1/6 degrees West 127 feet to the place of beginning.

The improvements thereon being known as 766 Maryland Avenue, Cumberland, Maryland 21502.

IT BEING the same property that was conveyed from Kevin Knisely, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock, to the City by deed dated May 12, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2823, Page 135.

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 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 \$560.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

766 Maryland Avenue
Cumberland, MD 21502
Tax ID No.: 04-009746



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

ORDER NO. 28,105

DATE: August 5, 2026

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

THAT, the sole source purchase from PACE Analytical Services LLC, 2019 Ninth Avenue, Altoona, PA 16603 be and is hereby approved to provide laboratory services for the Water Reclamation Facility and Water Filtration Plant for FY27 in the amount not to exceed Eighty Seven Thousand Dollars and No Cents (\$87,000.00).

Raymond M. Morriss, Mayor

Budget: 003.310.20100 - \$20,000
002.230.20100 - \$42,000
003.315.20100 - \$25,000

Council Agenda Summary

Meeting Date: 8/5/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Pace Analytical Services LLC - WRF & WFP

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

PACE is the closest certified laboratory to the City that is able to pick up samples at our Plants twice a week. PACE has acquired the majority of the laboratories in our region and they transport our samples to their laboratory for no cost. Many of our samples have hold times that must be adhered to before they can be tested and having multiple pickup times per week give us the best flexibility to meet our sample reporting requirements. The cost from Pace is approx. \$87,000.00 – WRF - Heat Drying Facility: \$20,000, WRF - General Lab Testing: \$42,000, WFP - General Lab Testing: \$25,000 and this will be charged to each accounts contractual services

This is fully funded through the WRF & WFP Contractual Services.

Amount of Award: \$87,000.00

Budget number: 003.310.20100, 002.230.20100, 003.315.20100

Grant, bond, etc. reference: None



Holli Pyles <holli.pyles@cumberlandmd.gov>

Fwd: Pace Analytical Services LLC - Sole Source

1 message

Robert Smith <robert.smith@cumberlandmd.gov>

Wed, Jul 22, 2026 at 4:07 PM

To: Holli Pyles <holli.pyles@cumberlandmd.gov>

Cc: Zach Sloane <zach.sloane@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>

Holli - Please place the order on the 8/4 M&CC agenda for PACE and attach the email thread to the order. Thanks.


Robert Smith, PE

Dir of Engineering and Utilities

City Of Cumberland

20 Bedford St, Cumberland, MD 21502

T: 301-722-2000 | D: 301-759-6601 | M: 301-268-1180

robert.smith@cumberlandmd.gov | www.cumberlandmd.gov



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

From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>

Date: Wed, Jul 22, 2026 at 4:04 PM

Subject: Re: Pace Analytical Services LLC - Sole Source

To: Robert Smith <robert.smith@cumberlandmd.gov>

Approved

Sent from my iPhone

On Jul 22, 2026, at 3:57 PM, Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Jeff - I'm writing to request sole source approval to utilize Pace Analytical Services LLC (PACE) in the amount of \$87,000 for FY27 to provide laboratory services for WRF and WFP. The cost for the services will be broken down as follows:

WRF - Heat Drying Facility: \$20,000

WRF - General Lab Testing: \$42,000

WFP - General Lab Testing: \$25,000

PACE is the closest certified laboratory to the City that is able to pick up samples at our Plants twice a week. PACE has acquired the majority of the laboratories in our region and they transport our samples to their laboratory for no cost. The other labs in our region can only pick up samples once a week with a \$55 cost per sample. Many of our samples have hold times that must be adhered to before they can be tested and having multiple pickup times per week give us the best flexibility to meet our sample reporting requirements.

Please advise if you approve this request. If you agree, Holli can upload this request to the 8/4 M&CC agenda. Thanks.



Robert Smith, PE

Dir of Engineering and Utilities

City Of Cumberland

[20 Bedford St, Cumberland, MD 21502](#)

T: 301-722-2000 | D: 301-759-6601 | M: 301-268-1180

robert.smith@cumberlandmd.gov | www.cumberlandmd.gov





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

ORDER NO. 28,106

DATE: August 5, 2026

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

THAT, the Allegany County Commissioners' fuel contract of Inventory Gasoline and Diesel Fuel from Bedford Valley Petroleum and Propane, 1 East Potomac Street, Cumberland, MD, 21502, be and is hereby accepted in the not to exceed amount of Three Hundred Forty Thousand Dollars and No Cents (\$340,000.00); and

BE IT FURTHER ORDERED, that the City of Cumberland will be piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c).

Raymond M. Morriss, Mayor

Budget: 001.141.03 - \$215,000
001.141.04 - \$130,000

Council Agenda Summary

Meeting Date: July 21, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the County Commissioners of Allegany County, MD fuel contract of Unleaded Gasoline and Diesel Fuel from Bedford Valley Petroleum and Propane, 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$340,000.

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

Requesting an order to accept the County Commissioners of Allegany County, MD fuel contract of Inventory Gasoline and Diesel Fuel from Bedford Valley Petroleum and Propane, for an amount not to exceed \$290,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$340,000

Budget number:

001.141.03 (Inventory Gasoline) \$215,000

001.141.04 (Inventory Diesel) \$130,000

Grant, bond, etc. reference:

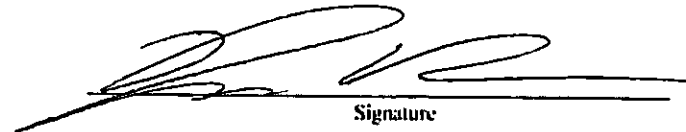
N/A

FUEL BID PROPOSAL SHEET

Business Name: Bedford Valley Petroleum & Propane
 Contact Person: Ryan Vance Title: COO
 Address: 1. E. Patomac St. Cumberland MD 21502
 Phone: 724-998-5473 Fax: 724-852-1798
 Email: r.vance@jacobspebra.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Bedford Valley Petroleum & Propane
 Business Name


 Signature

Tank Wagon Deliveries

	Fuel Type	A Average Morning/10AM Altoona OPIS Rack Price 6/11/26	B Markup (4 Decimal Places)	C Bid Price A + B	D Estimated Quantity Gallons	E Total C x D
1	Unleaded Gasoline (including State tax)	3.0117	.0350	3.0467	173,700	529,211.79
2	Ultra Low Sulfur Diesel Fuel (excluding all taxes)	3.8334	.0400	3.8734	164,150	635,818.61
	Grand Total (Total 1 + Total 2)					1,165,030.40

Basis of Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.

Fuel Additives, Dyes, Federal and State Fees:

1. HPFI Additive: \$.04 per gallon
2. Winter Additive EC-1: \$.035 per gallon
3. Federal Oil Spill Fee: \$.00387 / .00424 per gallon - gas + diesel
4. Federal LUST: \$.0051 per gallon - only on dyed diesel
5. MD State Motor Fuel: \$.46 - gas only per gallon
6. Md Oil Transfer Fee: \$ N/A per gallon

Notes: We take transfer fee into account with the price

Name of fuel source: Sunoco, Merethan - Unbranded

Address of fuel source: 664 Burns Ave Alltona PA 16601

Contact Person: Brad Neff

Phone No.: 814-946-7089 Fax No.: 814-946-7090

Request for Local Bid Preference

Bedford Valley Petroleum Corp
(Vendor Name)

maintains a bonafide place of business located in Allegany County, Maryland for the manufacture or processing of the commodities on which the bid is submitted and in the case of a corporation, is duly qualified to do business and is in good standing under laws of the State of Maryland. As such, we hereby request local preference of 5% on the following project under Allegany County Code Section 38-8. (Note: Commodities include supplies, materials, equipment, contractual services, engineering services or any other article or thing used by or furnished to the County under this bid procurement.)

Project Description: Fuel Distribution

License Number: 10308-Gas/30480-Diesel

Vendor:

Bedford Valley Petroleum Corp

By [Signature]

Name Matt Armstrong
(please type)

Allegany County Address:

1 E. Potomac St

Comberland MD 21502

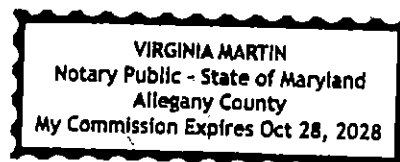
Phone: 724-710-0245

(Seal)

Attest: [Signature]

Name Virginia Martin
(please type)

Title Notary Public





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

ORDER NO. 28,107

DATE: August 5, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Subordination Agreement by and between the Mayor and City Council of Cumberland and NFM Lending LLC to subordinate the lien position of the Choose Cumberland Grant and Security Agreement to a mortgage loan to be made to the owners of the property located at 301 Arch Street and 305 Arch Street; and

BE IT FURTHER ORDERED, the City Solicitor may consent to changes being made to the Subordination Agreement for the purpose of refining and/or correcting the recitals at the beginning of the document.

Raymond M. Morriss, Mayor

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this 5th day of August 2026, by Mayor and City Council of Cumberland (herein "Lienholder") to NFM Lending LLC (herein "Beneficiary").

WITNESSETH:

WHEREAS, Lienholder holds a lien against the hereinafter-identified Premises under that certain Choose Cumberland Grant and Security Agreement dated December 9, 2025 and recorded in the Land Records of Allegany County, Maryland at Liber 3124, folio 310, (the "Security Agreement"), made by Renee Barbour (herein "Grantor"), to Lienholder, which Security Agreement covers the premises (the "Premises") described as follows:

BEGINNING at the intersection of the South side of Third Street with the West side of Arch Street, and running thence with the West side of Arch Street, South 18 degrees 34 minutes West 26 feet, then running parallel with Third Street, North 71 degrees 26 minutes West 100 feet to the East side of Flora Alley, then with said alley North 18 degrees 34 minutes East 26 feet to the South side of Third Street, then with Third Street South 71 degrees 26 minutes East 100 feet to the place of beginning.

The improvements thereon being known as 301 Arch Street

ALL of the following described real estate situated on the Westerly side of Arch Street in the City of Cumberland in Allegany County, State of Maryland, the same being a part of Lot No. 31 and part of Lot No. 32 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, which said land herein conveyed is particularly described as follows:

BEGINNING for the same at an iron pin standing South 18 degrees 34 minutes West 26 feet from the Southwesterly intersection of Third Street and Arch Street (magnetic bearing as of the original plat) and running thence North 71 degrees 26 minutes West 100 feet to the East side of Flora Alley, thence with said Alley South 18 degrees 34 minutes West 20.2 feet to an iron pin; thence with a fence line, South 71 degrees 26 minutes East 100 feet to Arch Street; thence with said Arch Street, North 18 degrees 34 minutes East 20.2 feet to the place of beginning.

The improvements thereon being known as 305 Arch Street.

WHEREAS, the Grantor executed a Choose Cumberland Grant and Security Agreement dated December 9, 2025 in the original principal sum of \$20,000.00 evidencing a grant from Lienholder to Grantor.

WHEREAS, the Note from NFM Lending LLC is secured by a Deed of Trust also dated _____, and intended to be recorded among the Land Records of Allegany County, Maryland (the "Deed of Trust") pursuant to which Grantor granted and conveyed a security interest in the Premises to certain Trustees for the benefit of Beneficiary.

WHEREAS, Lienholder has agreed to subordinate the lien of its Security Agreement to the lien of the Deed of Trust executed to secure Beneficiary.

NOW THEREFORE, in consideration of the premises and of the sum of \$1.00 each to the other good and valuable consideration, the parties agree as follows:

1. Lienholder does hereby subordinate and does hereby declare to subordinate the lien of the Security Agreement to the lien of Beneficiary (but not to any modification, extension, replacement or renewal thereof).
2. This Agreement may not be changed or terminated except by a fully executed written instrument in recordable form. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Lienholder has executed this Subordination Agreement on the day and year first above written.

WITNESSETH:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Allison Layton, City Clerk

By: _____
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 of Maryland and for the County aforesaid, personally appeared Raymond M. Morriss, the Mayor of Mayor and City Council of Cumberland, that he had been duly authorized to execute such instrument on its behalf for the purposes set forth in it, and that such execution is its act and deed.

AS WITNESS, my hand and notarial seal.

Notary Public

My Commission Expires:

CERTIFICATION BY ATTORNEY

The undersigned hereby certifies that this Subordination Agreement was prepared by or under the supervision of an attorney admitted to practice before the Supreme Court of Maryland.

DATE: _____

David E. Miller, Esquire



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

ORDER NO. 28,108

DATE: August 5, 2026

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

THAT, the sole source proposal from BlueConduit, 2531 Jackson Avenue #337, Ann Arbor, MI 48103, to provide a second year of service to the City of Cumberland for a tool to assist in the determination of material type of service lines throughout the City in an amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 002.230.20100

Council Agenda Summary

Meeting Date: 8/5/2026

Key Staff Contact: Robert Smith, PE

Item Title:

BlueConduit Contract – Year 2

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

The City would like to procure the services of BlueConduit in order to aid with the requirements of the State of Maryland's Lead Service Line Inventory Data. BlueConduit will continue to provide the City of Cumberland with a tool to assist in the determination of material type of service lines throughout the City. The cost to implement BlueConduit for FY27 will be \$30,000.00. This price was budgeted for FY27.

Amount of Award: \$30,000.00

Budget number: 002.230.20100

Grant, bond, etc. reference: City Funds



Renewal Proposal

for BlueConduit LSL Predictions Platform-as-a-Service

Project Name: City of Cumberland

Date: Jul 6, 2026



BlueConduit LSL Predictions Platform-as-a-Service Renewal (12 months)

BlueConduit's Lead Service Line (LSL) Predictions Platform-as-a-Service (PaaS) renewal is an annual fixed fee that includes the following:

- 12 month term-based renewal
- Backend Software Infrastructure, Tools, Hosting and Environment for supporting the Client's analysis and deliverables
- Application of BlueConduit's Proprietary Statistical Analysis and Machine Learning Algorithms
- Esri - BlueConduit Integration
- Ongoing Access to the BlueConduit Experience Deployed to the Esri LSLI
 - Inspection Manager
 - Predictions Dashboard
 - Likelihood of Lead Categorization
 - Embeddable Public-Facing Inventory Map
- EPA/State Compliant LSLI Export
- Reports for Compliance
- Solution Maintenance and Feature Upgrades

Account Management

BlueConduit will provide project management services throughout the renewal term to ensure successful delivery and use of platform, tools and services. BlueConduit's dedicated Project Manager (PM) and/or Customer Success Manager (CSM) will be responsible for all project coordination and communication with the Client (the Client). BlueConduit will track project performance, identify any outstanding issues, and hold progress meetings/conference calls with the Client as necessary. BlueConduit will also perform typical project management activities including the following: preparation of invoices, work plan, coordination, staffing, schedule management, QA/QC, and project updates.

Included in LSL Predictions Annual Renewal:

- **Ongoing Data Ingestion, Validation and Analysis**
 - ⇒ BlueConduit's Data Scientists will perform ongoing analysis of newly updated inventory data for the purpose of statistical analysis, training machine learning models and producing address-level predictions and for the LCRI non-lead validation requirement for the duration of the renewal term.
- **Updated Galvanized Material Predictions**
 - ⇒ Material predictions will be updated at a frequency determined in coordination with the Client based on capacity and availability of newly collected data for the duration of the renewal term.
 - ⇒ *This includes updated predictions for existing models only.* If the Client would like to have new models developed for different targets (ie, galvanized, goosenecks etc), a change order and new scope of work may be required.



- ⇒ Clients requesting updated predictions in advance of a regulatory deadline should allow 4-6 weeks turnaround time.
- ⇒ Predictions will be delivered directly to the Esri LSLI application.
- ⇒ BlueConduit will host virtual meeting(s), as needed, with the Client to review and explain the dashboard, model results and model performance metrics as well as recommended next steps for model improvement.

- **Recommended Inspection List(s)**

- ⇒ BlueConduit's recommended inspection lists are based on the quality of verified data provided.
- ⇒ Subsequent inspection(s) will be recommended based on initial galvanized prediction results to target areas of highest uncertainty.
- ⇒ The total number of inspections will be determined by the results from the initial round of inspections, state regulatory requirements, utility capacity, or other constraints.
- ⇒ The total number of non-lead validation inspections will be determined by the results from the initial round of inspections, state regulatory requirements, utility capacity, or other constraints.
 - The Client will assume any property inspection and physical validation costs.
 - Inspection Lists will be delivered directly to the Esri LSLI application.

- **Policy Support and Compliance**

- ⇒ BlueConduit's expert policy team will provide support and guidance to the Client with recommendations as it relates to LCRI compliance and non-lead validation.
- ⇒ BlueConduit will coordinate and meet with the Client's state regulator, as needed, to discuss the methodologies and result outputs for LCRI compliance.
- ⇒ BlueConduit will support necessary data mapping to the required State Inventory Template for the Client's annual LSLI submission.
- ⇒ Ahead of the client's annual LSLI submission, BlueConduit will prepare *one* detailed project report summarizing our methodology, data inputs, model performance and results of our analysis and predictions as necessary for State compliance.
 - This may include detail surrounding predictive model metrics or non-lead validation as applicable.
 - This report will include recommendations for LSLI material classifications based on the results of analysis and predictions.

- **Embeddable Public-Facing Inventory Map**

- ⇒ BlueConduit will configure any necessary updates to the public-facing map in Esri for the Client to host on their website for the duration of the renewal term.

- **Solution Features and Dashboard Updates**

- ⇒ BlueConduit will update the Predictions Dashboard which will visually display both verified materials and predictions, with separate layers for public side and private side predictions.
- ⇒ BlueConduit will coordinate with the Client to determine appropriate thresholds categorizing low, medium, and high risk levels.
- ⇒ The Client will be eligible to receive new product updates or experience enhancements developed by BlueConduit for the duration of the renewal term.



LSL Predictions - Annual Renewal Assumptions:

- ⇒ The Client will provide an estimated timeframe to complete each of their respective tasks for inclusion in the Project Schedule.
- ⇒ The Client will review and provide necessary input/feedback on the Regulator Project Plan draft.
- ⇒ Once the Regulator Project Plan is finalized, the client will submit to their State Primacy Agency for review and approval.
- ⇒ The Client will utilize existing Esri licensing to deploy and use the configured solution, including allocating user licenses (viewer, editor, mobile worker) for all staff and/or contractors to view and edit the LSLI data.
 - The Client will provide BlueConduit with read/write access to the inventory data layer.
 - The Client will allocate a (temporary) creator license to BlueConduit to execute configuration of Esri LSLI solution.
 - The Client will own and maintain the service line material inventory, including data changes and updates.
- ⇒ The Client will be available to meet and answer questions about the provided inventory data and ground truth data.
- ⇒ Additional inspection list(s) requested by the Client (above and beyond BlueConduit's recommendations) may require a change order and separate fee.
- ⇒ The Client staff will be available to answer questions about the data provided, as needed.
 - For clients who enter the project with the expectation of no lead, the discovery of lead service lines during the course of inspections may impact the action plan and the need for additional inspections.
- ⇒ The Client will be prepared to perform physical verifications in a timely manner and log results using Esri LSL Field Map App. Saved inspection records are linked to the project's inventory table.
 - If the Client uses an alternate field data collection tool/method, the Client must load the updated material data into the Esri LSLI for ingestion by BlueConduit.
- ⇒ The Client will own and maintain the inventory source of truth in the Esri LSLI.
- ⇒ The Client is responsible for making updates to the inventory and material classifications based on BlueConduit's recommendations.
- ⇒ The Client is responsible for exporting and submitting the Lead Service Line Inventory and supplemental reporting to the State Primacy Agency.
- ⇒ The Client is responsible for hosting their Public-Facing Map on their website to comply with LCRR requirements.

LSL Predictions - Annual Renewal Deliverables:

- ⇒ Recommended Inspection List(s) - if needed
- ⇒ Address-level predictions (public and private side) that indicate the likelihood of lead (LSL, GRR, lead goosenecks) vs non-lead (safe materials) for each unknown service line in the distribution system.
- ⇒ Access to ongoing updated address-level predictions for the duration of the contract agreement.



- ⇒ BlueConduit Predictions Dashboard
- ⇒ LSLI Export to State Template
- ⇒ Statistical Analysis for Compliance Summary Report
- ⇒ Embeddable Public-Facing Inventory Map

LSL Predictions Annual Renewal Fee

The below pricing includes the solution as outlined in the enclosed renewal proposal for a term of 12 months.

BlueConduit LSL Predictions (Annual Renewal - Fixed Fee)	
BlueConduit Platform-as-a-Service Renewal through July 2027	\$30,000
Renewal Project Total	

Pricing – Key Assumptions

1. Renewal Project TimeFrame: Contract Signing +12 months.
2. Annual renewal fee will be invoiced within 10 days of contract signing and subject to NET30 payment terms.
3. The Client is required to utilize existing Esri licensing to deploy and use the configured solution, including allocating user licenses (viewer, editor, mobile worker) for all staff and/or contractors to view and edit the LSLI data.

X

City of Cumberland Water System

X

Abernethy Schwartz LLC dba BlueConduit



Derrick Grimm <derrick.grimm@cumberlandmd.gov>

Sole Source - Blue Conduit

2 messages

Derrick Grimm <derrick.grimm@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Jul 28, 2026 at 11:43 AM

Jeff,

The engineering department would like to enlist Blue Conduit's services again in order to satisfy MDE requirements for the lead line survey. Last year, they performed the bulk of the work with their statistical analysis to help us determine non-lead. This year, the scope is reduced to \$30,000 (down from \$62,000 last year) as we plan to phase them out this second year. The costs have also been budgeted for this fiscal year.

May I move forward with sole source? I'll be placing this on the first M&CC of August with your approval.

Thanks,



Cumberland 2026 RENEWAL_BlueConduit LSL Predictions_12 months.docx
446K

Jeff Silka <jeff.silka@cumberlandmd.gov>
Reply-To: jeff.silka@cumberlandmd.gov
To: Derrick Grimm <derrick.grimm@cumberlandmd.gov>

Tue, Jul 28, 2026 at 11:49 AM

I approve



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

[Quoted text hidden]



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

ORDER NO. 28,109

DATE: August 5, 2026

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

THAT, the purchase from Pyrz Water, PO BOX 107, Harleysville, PA19438, of Eighty Two (82) Activated Carbon Replacement Filters for the Water Reclamation Facility in an amount not to exceed Twenty Six Thousand Three Hundred Twenty Two Dollars and No Cents (\$26,322.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 003.310.48100

Council Agenda Summary

Meeting Date: 8/5/2026

Key Staff Contact: Robert Smith, PE

Item Title:

WRF Odor Control Cover Replacement Panels

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

Early this year we completed the project at the WRF adding Activated Carbon Odor Control Panels to the sludge holding tank. These panels require replacement every 12-18 months per manufacturer estimates.

Pyrz Water, the manufacturer rep for our area has noted that there will be a price increase on these panels starting August 15th, exceeding the quote we had received in June(attached.)

In our FY27 budget we have \$24,600 allocated under account 310.48100 to replace these panels. The current quoted price is \$26,322. Funds from this account will cover the additional cost.

The installation timeline for these panels will likely be spring/summer of 2027, and we are looking at a lead time of 8-10 weeks.

This is fully funded through the WRF Equipment Maintenance.

Amount of Award: \$26,322.00

Budget number: 003.310.48100

Grant, bond, etc. reference: None



Holli Pyles <holli.pyles@cumberlandmd.gov>

WRF Odor Control Cover Replacement Panels Approval

3 messages

Zach Sloane <zach.sloane@cumberlandmd.gov>

Wed, Jul 29, 2026 at 7:33 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>

Jeff,

Early this year we completed the project at the WRF adding Activated Carbon Odor Control Panels to the sludge holding tank. These panels require replacement every 12-18 months per manufacturer estimates.

Pyrz Water, the manufacturer rep for our area has noted that there will be a price increase on these panels starting August 15th, exceeding the quote we had received in June(attached.)

In our FY27 budget we have \$24,600 allocated under account 310.48100 to replace these panels. The current quoted price is \$26,322. Funds from this account will cover the additional cost. With your approval, I would like to purchase these from Pyrz Water at the quoted price and have Holli place it on the agenda for M&CC approval.

The installation timeline for these panels will likely be spring/summer of 2027, and we are looking at a lead time of 8-10 weeks.

--

Zachary Sloane

Deputy Director Utilities

City of Cumberland

814-767-9552

**66418R1 - Pi2 - Cumberland MD.pdf**

124K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Jul 29, 2026 at 8:19 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Zach Sloane <zach.sloane@cumberlandmd.gov>

Cc: Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>

Approved

**Jeffrey F. Silka, ICMA-CM**

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

City of Cumberland

[Quoted text hidden]

Zach Sloane <zach.sloane@cumberlandmd.gov>

Wed, Jul 29, 2026 at 8:29 AM

To: Holli Pyles <holli.pyles@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>

Holli,

Please add this to the Agenda. Vince/Ed, confirm the next meeting date with Holli, and discuss the timing with Bill for our approval. Im not sure if we can just give them 310.481 or if there will be a separate Po from the M&CC order.

[Quoted text hidden]

Pyrz Water - KET

P.O. Box 107
Harleysville, Pennsylvania 19438
(215) 256-8430 / Fax (215) 256-8567
www.pyrzwater.com

TO: City of Cumberland

QUOTATION NO: 66418R1

DATE: June 4, 2026

SUBJECT: Odor Control Cover Filters

ATTN: Eddie Martin

We are pleased to quote as follows:

Description	Part Number	Unit Price	Quantity	Total Price
Activated Carbon Replacement Filters, 100 cm x 100 cm x 40 cm	LL-40	\$321.00	82	\$26,322.00

Not Included: Wiring, piping, installation, freight, tariffs, sales or use tax or any item not specifically noted above. Freight prepay and add.

Pricing is valid until July 31, 2026. Should tariffs be imposed upon the products quoted, Pyrz Water reserves the right to alter the quoted price consistent with those tariffs.

Lead time: 8-10 weeks.

We hope to have the opportunity of furnishing the above for you.

Sincerely yours,

Bill Kramer

Bill Kramer
Regional Sales Engineer



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

ORDER NO. 28,110

DATE: August 5, 2026

WHEREAS, the City entered into an Agreement of Sale and Development Agreement (the “Agreement”) with Clock Tower Ventures, LLC (“CTV”) dated March 22, 2023, relating to the property known as 19 Frederick Street, Cumberland, Maryland 21502;

WHEREAS, the City conveyed the Property to CTV subject to the terms of the Agreement, including, but not limited to, the development of the Property;

WHEREAS, CTV is in default under the terms of the Agreement;

WHEREAS, the City provided CTV with notice of the default, but CTV failed to cure the default within the time frame prescribed by the Agreement; and

WHEREAS, the City is entitled to exercise its rights and remedies thereunder, including the reversion of title to the Property to the City.

NOW, THEREFORE, BE IT ORDERED, by the Mayor and City Council of Cumberland, Maryland, that the City Administrator is hereby authorized and directed, pursuant to the authority granted by CTV under the terms of the Agreement, to execute, acknowledge, deliver, and record, in the name and on behalf of CTV, any deed and any

other documents reasonably necessary to reconvey title to the Property to the City and to take such further actions as may be necessary to effectuate the reconveyance.

BE IT FURTHER ORDERED, that, if CTV, on its own behalf, executes a deed and any other documents reasonably necessary to reconvey title to the Property to the City and delivers them to the City, the City Solicitor is authorized to accept the deed by recording it among the Land Records of Allegany County, Maryland.

Raymond M. Morriss, Mayor



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

ORDER NO. 28,111

DATE: August 5, 2026

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

THAT, the proposal from Belt Paving, 11521 Milnor Avenue, Cumberland, MD 21502, for the milling, base repair and overlay on Shades Lane from Baltimore Avenue to Welton Lane in the total amount not to exceed Forty Three Thousand Eight Hundred Forty Two Dollars and No Cents (\$43,842) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this special pricing is through a Maryland State Bid Contract XQ9015177, which is in accordance with City Code Section 2-171(c), pertaining to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
127.103.63000

Council Agenda Summary

Meeting Date: 8/5/2026

Key Staff Contact: Devin Burke

Item Title:

An order accepting the bid from Belt Paving to perform milling, base repair, and overlay on Shades Lane from Baltimore Avenue to Welton Lane in the amount not to exceed \$43,842.

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

Requesting an order accepting the bid from Belt Paving to perform milling, base repair, and overlay on Shades Lane from Baltimore Avenue to Welton Lane.

This project will be utilizing a Maryland State Bid Contract, MSHA Contract XQ9015177, and will be in conjunction with an active state project in the area.

A contractor is being solicited to complete this work at night to minimize the impact of business in the area.

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 \$43,842.00

Budget number:

127.103.63000

Grant, bond, etc. reference:

N/A

**City of Cumberland --- Shades Lane
Mill, Wedge & Overlay
Pricing utilizing MSHA Contract XQ9015177
Belt Paving, Inc.**

Item #	Description	Quantity	Unit	Unit Price	Extension
1007	Maintenance of Traffic	1	day	\$ 1,500.00	\$ 1,500.00
1011	Flagging	30	hrs	\$ 94.00	\$ 2,820.00
5003	9.5 mm for Wedge/Level	42	ton	\$ 141.00	\$ 5,922.00
5005	12.5 mm for Patching	210	ton	\$ 160.00	\$ 33,600.00
					\$ 43,842.00

Item 5005 --- 12.5 mm for Patching.....

Devin, our actual unit bid price for the XQ9015177 Maintenance MSHA project is \$180.00 per ton. However, because of the combination of the wedge/level and the overlay quantity I am able to reduce the unit price. Typically, when using this item for MSHA projects, the quantity tends to be less than the 210 ton required for this job. Therefore, I have reduced the unit price by \$20.00 per ton.

Hopefully, you are in agreement. Should you award us this job, we will complete it in conjunction with our Willowbrook/Williams Rd paving project. I anticipate that being sometime during the week of 8/17 thru 8/20....weather permitting of course.

If you have any questions feel free to contact me.

Thanks,
Jay Stanislawczyk
Belt Paving, Inc.
Vice President/General Manager

Re: Addition to M&CC Agenda : Belt Paving on Shades lane

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Fri, Jul 31, 2026 at 9:04 AM

Reply-To: jeff.silka@cumberlandmd.gov

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

Cc: "Allison Layton, CPM" <allison.layton@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Julie Hutson <julie.hutson@cumberlandmd.gov>

I approve this addition to the agenda. . It is necessary to ensure minimal business interruption.



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

On Fri, Jul 31, 2026 at 8:54 AM Devin Burke <devin.burke@cumberlandmd.gov> wrote:
Sorry, here is the quote provided by Belt!

On Fri, Jul 31, 2026 at 8:50 AM Devin Burke <devin.burke@cumberlandmd.gov> wrote:
Allison,

With Jeff's Blessing, I would like to add this on the Agenda for next week's meeting.

We will be utilizing Belt Paving, while they are mobilized on Willowbrook Rd for a State project, to complete the mill and overlay of Shades Lane and Welton Pl at night. This allows us to minimize the impact on the Dermatology Office and the Hotel during their business hours.

Julie, could you please upload the attached for the agenda?

Devin Burke
Superintendent of Streets and Public Properties
City of Cumberland, MD
P | 301-759-6622
C | 240-609-6793
E | Devin.burke@cumberlandmd.gov



Devin Burke
Superintendent of Streets and Public Properties
City of Cumberland, MD
P | 301-759-6622
C | 240-609-6793
E | Devin.burke@cumberlandmd.gov





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

ORDER NO. 28,112

DATE: August 5, 2026

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

THAT, the 2025 Annual Report of the Cumberland Planning Commission be and
is hereby adopted and effective this date.

Raymond M. Morriss, Mayor



ANNUAL REPORT OF THE CUMBERLAND PLANNING COMMISSION

CY2025: January 1 – December 31, 2025

Adopted by the Cumberland Planning Commission on July 27, 2026

I. Introduction

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

In Cumberland, all of the City's area is located within a Priority Funding Area. Consequently, the City is not required to establish a specific percentage goal to increase the percentage of new development located within the City's Priority Funding Area, in accordance with the Land Use Articles. In regard to the second reporting exemption criterion, the City issued 6 building permits for 6 new residential unit in 2025. Therefore, the City of Cumberland is exempt from the additional reporting requirements added to the Land Use Articles of the Annotated Code of Maryland in 2009.

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

II. Development Activity

A. Construction & Occupancy Permits

To evaluate construction activity during 2025, staff reviewed all building, demolition, and occupancy permits issued over the calendar year. Permits issued for minor alterations, outbuildings (such as storage sheds or garages in support of an existing primary use structure), building additions (that did not result in new residential units or independent business spaces), and repairs were ignored in the analysis. Only building and occupancy permits that resulted in the construction of new residential units or nonresidential units were included in the inventory. These permits represent development activity that added new capacity to the City, rather than building renovations and minor additions or changes in use from one commercial use to another.

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

A tally of the 2025 permits that fall within these criteria shows that the City issued 6 building permits for new residential construction. Consequently, the total reported value of the new residential unit building permits issued in 2025 was approximately \$1,595,960.00 (assuming the reported pre-construction value figures were accurate).

The City's permit record also shows that a total of 20 demolition permits (removing a total of 5 residential dwelling units from the housing stock) were issued in 2025. When these numbers are subtracted from the number of building permits issued there is a loss of 1 unit lost in the City of Cumberland.

There were 35 building permits issued in 2025 for new non-residential construction. The permits issued in 2025 were for new commercial use and they were valued at 32,366,632.81.

B. Subdivision Plats

There were no subdivision plats reviewed in 2025.

III. Regulatory Amendments & Annexations

The Planning Commission reports that there were 0 regulatory action completed during 2025. There were 0 Zoning Map Amendments and 0 Zoning Text Amendments initiated and completed in 2025. Additionally, there was 1 Zoning Map Amendment in 2024, 5 in 2023, 2 in 2022, and 1 in 2021.

A. Comprehensive Plan Amendments

In 2025 the City of Cumberland employed the services of Wood Valley Strategies to write the new 2045 Comprehensive Plan. The proper public meetings were held to gather input and public comments. The Mayor & City Council adopted the plan on March 3, 2026 under Resolution R2026-02.

B. Zoning Map Amendments

There were no map amendments submitted to the City of Cumberland in 2025.

C. Zoning Text Amendments

There were 0 Zoning Text Amendments completed in 2025.

IV. Infrastructure Improvements/Extensions

A. Street Improvements

The City of Cumberland constructed zero new public roads in 2025. The City of Cumberland performed 3.61 miles of road improvements that consisted of complete rehabilitations, paving, and overlays.

Bowen St - 0.12 mi
Chelsea Ave - 0.05 mi
Davidson St - 0.04 mi
Dexter Pl - 0.01 mi
Elwood St - 0.12 mi
Fayette St - 0.19 mi
Forster Ave - 0.19 mi
S. George St. - 0.11 mi
Haddon Ave. - 0.01 mi
S. Johnson St. - 0.04 mi
Linden St. – 0.07 mi.
Mechanic St. – 0.04 mi.
Memorial Ave. – 0.46 mi.

Miltenberger Pl. – 0.03 mi.
Oldtown Rd. – 0.13 mi.
Rayne Dr. – 0.10 mi.
Rose Ave. – 0.06 mi.
Second St. – 0.17 mi.
Shades Ln. – 0.57 mi.
Union St. – 0.05 mi.
Welch Ave. – 0.10 mi.
Wempe Dr. – 0.55 mi.
Winifred Rd. – 0.11 mi.
3 alleys – 0.21 mi.

ADA improvements were made in conjunction with Columbia Gas work and City projects. The following were the locations:

- Baltimore St and Mechanic St intersection
- Baltimore St and Mechanic St intersection
- N Centre St and Frederick St intersection
- Frederick St and Butler Alley intersection
- Harrison St and George St intersection
- Harrison St and George St intersection
- Harrison St and George St intersection
- Harrison St and George St intersection
- S Centre St and Union St intersection
- Pershing St and S Liberty St intersection
- Pershing St and S Centre St intersection

No work has started on the bridges, but here is a summary on what Engineering has done in the past 12 months:

Cumberland St. Bridge: The Plans, Specification and Estimate (PS&E) submission has been sent to MDOT. We are waiting for MDOT and FHWA to approve the project for bidding. We expect to begin construction in the Fall of 2026. This project is funded under the Federal Bridge Replacement program.

Fayette St Bridge: We are wrapping up the preliminary engineering phase and waiting for MDOT to approve us moving into Final engineering. We expect construction to begin in 2029. This project is funded under the Federal Bridge Replacement program.

Marion St Bridge: The bridge is currently closed and will remain closed for the foreseeable future. The project initiation paperwork has been submitted to MDOT to allow the bridge to be repaired under the Federal Bridge program. We are currently waiting for MDOT to approve of the project moving into the preliminary engineering phase. This project will be funded under the Federal Bridge Replacement program.

B. Water Extensions/Improvements

In 2025, The Water Department performed the following work in the city:

Water main replacement

- Shades Ln. – 4,500 ft. of 8”
- George St. – 600 ft. of 8”
- Golliday St. – 800 ft. of 2”
- Union St. – 300 ft. of 6”

New Taps installed

- 21 – 1” taps
- 5 – 2” taps
- 2 – 6” taps

Cross Connection Program

- 256 meters were moved outside, replaced and backflow prevention was installed.

Fire Hydrant replacement

- 18 fire hydrants were replaced in the city in 2025.

C. Sewer Extensions/Improvements

- Preventive maintenance: flushed 36,000' of sewer mains and laterals, CCTV inspected 49,091' of sewer mains and laterals.
- CCTV areas identified for the paving schedule
- CCTV 10,000' of sewer mains for possible CIPP lining in various locations
- 985' of CIPP lining completed on Beechwood Dr.
- Replaced 200' of sewer main with PVC
- Clean out program 18 installed
- Levee maintenance contract with the Corp: mowing, debris removal, herbicide control and Seepage control boxes inspected.
- Reconstruction of levee sluice gates and operator stems (4)
- Removed 1 broken sluice gate; ordered 2 new ones for replacement
- Exercised sluice gates per maintenance schedule

D. Other Public Facility Improvements

There were major improvements to Constitution Park in 2025. A new bike trail with 10 trails including 1 ADA accessible trail, 9 are multi-user natural surface trails and 1 multi-user crushed stone. The total length of the trails are 3.60 miles, with 0.69 miles of that being the ADA accessible trail.

V. Consistency Assessment

A. Consistency Between Infrastructure Improvements & Development Activity

All the development activity that was permitted and undertaken during 2025 occurred within the City's Priority Funding Area and in areas where adequate infrastructure capacity was determined to exist. All development activity also occurred within areas designated as Septic System Tier 1 (served by municipal sewer) on the City's adopted SD 236 Septic System Tier Map. This map appears in the appendix of the City's 2013 Comprehensive Plan.

Overall residential development during the year resulted in a net of 0 increase in residential units. The lack of any new major subdivisions over the past few years suggests that the City can expect few residential building permits to be issued in outlying years. 35 new commercial building permit was issued in 2025, and 8 was located inside the Central Business District.

B. Consistency with Adopted Plans

All development activity permitted in 2025 occurred in areas of the City of Cumberland where such activity was permitted by current zoning. These developments were approved as consistent with the 2013 Comprehensive Plan (conceptual future land use map), and were located within the City's Priority Funding Area. As part of the adopted 2013 Comprehensive Plan, the City established a desired population growth rate of up to 15% over a twenty-year planning horizon. The potential population impacts from development activity approved and permitted within the City of Cumberland would not exceed that rate of growth.

The City's major infrastructure improvement projects undertaken in 2025 are all specifically recommended by or otherwise consistent with the City's Comprehensive Plan and supporting documents. These improvements resulted in little or no additional infrastructure capacity, which is to commensurate with the level of development activity that occurred within the City in recent years.

C. Consistency with Adjoining Government Plans

In 2014, Allegany County completed the process of adopting a major update of its 2002 Comprehensive Plan. The development activity permitted in the City during 2025 was not incompatible with the County's 2014 Comprehensive Plan.

D. Consistency with State Financing Agency Plans

All of the major infrastructure improvements undertaken in 2025 involved State and/or Federal support. These projects were determined to be in compliance in order to receive funding. All infrastructure improvements undertaken in 2025 were located within the City's Priority Funding Area.

E. Consistency with Recommendations from Previous Annual Report

The last Annual Report prepared by the City's Planning Commission and Staff covered calendar year 2024. Most of the infrastructure projects initiated or undertaken in 2024 were continuations or projects discussed in the 2023 Annual Report. All projects undertaken during the year and all findings from this report are generally consistent with the previous report.

VI. Conclusions & Recommendations

Based on this assessment, the City of Cumberland experiences a continued decrease in residential development activity. Overall, the City's housing stock experienced a decline of 1 unit in 2025, when net losses from residential conversions and demolitions are considered.

But the City of Cumberland has been involved with Allegany County in the development of a new housing project that will be developed in 2026. This will take place at the site of the former Allegany High School located on Sedgwick Street. This new housing development will have 65 new housing units including 30 single family homes and 35 town homes.

All development activity approved in Cumberland in 2025 was generally consistent with the City's 2013 Comprehensive Plan and supporting documents, the City's Zoning Ordinance, and the applicable provisions of the County's plans. The major infrastructure projects undertaken by the City during the year were consistent with the City's plans, consistent with the demands created by the development permits that were issued, and consistent with the applicable requirements and plans of State financing agencies.

Consequently, Staff has determined that no changes in the City's current policies or plans are needed in response to the activities permitted and undertaken by the City during 2025.

Planning Commission Action:

- [] Recommend adoption of the 2025 Annual Planner's Report to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

- [] Recommend denial of requested Zoning Text Amendment to the Mayor and City Council, based on the following findings:

Motion by: _____

Seconded by: _____

Vote:

In favor of motion: _____ Opposed: _____ Abstained: _____

Number of voting members present: _____

Signed:

Chair, Cumberland Planning Commission

Date: _____

Secretary, Cumberland Planning Commission

Date: _____



CITY OF CUMBERLAND
Maryland
DEPARTMENT OF COMMUNITY DEVELOPMENT

MAYOR
RAYMOND M. MORRIS
COUNCIL
RICHARD J. CIONI, JR
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
BRIAN R. LEPLEY

CITY ADMINISTRATOR
JEFFREY F. SILKA, ICMA-CM
DIRECTOR OF ADMIN SERVICES
KEN TRESSLER
CODE COMPLIANCE MANAGER
KEVIN R. THACKER

Please submit via email to david.dahlstrom@maryland.gov and cc: to mdp.planreview@planning.gov
Office of the Secretary
Maryland Department of Planning
Attn: David Dahlstrom, AICP
301 W. Preston St.
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2025

Dear Mr. Dahlstrom:

The City of Cumberland Planning and Zoning (Commission/Board) approved the following annual report for the reporting year 2025 as required under [§1-207\(b\)](#) and [§1-208\(c\)\(1\)\(i\) and \(c\)\(3\)\(ii\)](#) of the Land Use Article on May 7, 2023. In addition, this report has been filed with the local legislative body.

1. Number of new Residential Permits Issued inside and outside of the Priority Funding Area (PFA):

**Table 1: New Residential Permits Issued
Inside and Outside the Priority Funding Area (PFA)**

Residential – Calendar Year 2025	PFA	Non - PFA	Total
# New Residential Permits Issued	6	0	6

2. Is your jurisdiction scheduled to complete and submit to Planning a 5-Year Mid-Cycle comprehensive plan implementation review report this year? If yes, please submit the 5-Year Report as an attachment.
Y ☐ N ☒

Note: To find out if your jurisdiction is scheduled to submit this report, please consult the Transition Schedule section located at: <https://planning.maryland.gov/pages/OurWork/compPlans/ten-year.aspx>

3. Were there any growth-related changes, including land use changes, zoning ordinance changes, rezonings, new schools, changes in water or sewer service, or municipal annexations that changed municipal and unincorporated boundaries?
Y ☐ N ☒
4. If yes, please list the annexation resolution(s), describe or attach a map of the changes, and provide a description of consistency of internal, state or adjoining local jurisdiction plans. Have you submitted copies of each adopted resolution been to: Georgeanne Carter, Legislative Counsel Municipal Resolution Reposition Department of Legislative Services, 90 State Circle, Annapolis MD, 21401-1991?
Y ☐ N ☒



CITY OF CUMBERLAND
Maryland
DEPARTMENT OF COMMUNITY DEVELOPMENT

MAYOR
RAYMOND M. MORRISS
COUNCIL
RICHARD J. CIONI, JR
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
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KEN TRESSLER
CODE COMPLIANCE MANAGER
KEVIN R. THACKER

5. Did your municipality identify and/or implement recommendations, related to the following general planning topics, to improve the local planning and/or development process? Please select all that apply.

Y ☐ N ☒

Please describe any other planning improvements identified or implemented in 2025.

In 2025 the City of Cumberland continued a rehab program that helped to identify blighted and vacant properties in the city. We offered 15k grants to rehab vacant, blighted and assessed under 100k properties. The funds will come directly from the Community Development funds.

6. Are there any issues that MDP can assist you with in 2024? If yes, please describe. Y ☐ N ☒
7. Have all Planning (Commission/Board) and Board of Appeals members completed the Maryland Planning Commissioners Association (MPCA) training course? Y ☐ N ☒

Sincerely,

Kevin Thacker

Community Development Manager



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

ORDER NO. 28,113

DATE: August 5, 2026

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

THAT, the execution of a Subordination agreement subordinating the lien of the City's deed of trust for the Maryland Avenue development project be and is hereby authorized.

Raymond M. Morriss, Mayor

SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** (the “Agreement”) is made this ____ day of _____, 2026 by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND and the CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION (“Junior Creditors”) parties of the first part, and WOODSBORO BANK (“Senior Creditor”) party of the second part, ROLLING MILLS GRILL RE LLC, a Maryland limited liability company, party of the third part (Borrower), and CUMBERLAND GATEWAY REAL ESTATE LLC, a Maryland limited liability company, party of the fourth part (the “Developer”).

RECITALS:

WHEREAS, Junior Creditors are creditors of Cumberland Gateway Real Estate LLC pursuant to that unrecorded Development Agreement and Agreement of Sale dated October 16, 2018 between Developer and Junior Creditors with respect to the property as described in the legal description attached hereto as Exhibit ‘A’ (the “Property”), and as further collateralized by that Junior Debt Instrument described herein.

WHEREAS, by a Confirmatory and Consolidated Deed dated June 24, 2026, Cumberland Gateway Real Estate LLC, and Alter/Scott Acquisitions LLC, did convey all that parcel of land described as “Parcel One” in the attached Exhibit ‘A’, unto Rolling Mills Grill RE LLC, and recorded among the Land Records of Allegany County, Maryland in Book 3182, Page 448.

WHEREAS, on July 31, 2026, Rolling Mills Grill RE LLC, did execute an Indemnity Deed of Trust and an Assignment of Leases and Rents in favor of Woodsboro Bank, to secure the proposed loan in the amount of \$1,400,000.00 as to Parcel One by and between Rolling Mills Grill RE LLC, unto Woodsboro Bank (the “Senior Debt”).

WHEREFORE, Borrower desires that the Senior Creditor extend credit and financial accommodations to the Borrower with respect to Parcel One described herein as Senior Debt.

AS SUCH, in order to induce the Senior Creditor to extend, and to continue to extend, credit and financial accommodations to Borrower, the Junior Creditor and the Senior Creditor have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** The following capitalized terms shall have the following meanings:

(a) **Agreement:** shall mean this Subordination Agreement, as it may be amended or modified from time to time as provided herein.

(b) Junior Creditors: shall mean the MAYOR AND CITY COUNCIL OF CUMBERLAND and the CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION (the "Original Noteholder").

(c) Junior Debt: shall mean that Deed of Trust dated December 20, 2018 by Cumberland Gateway Real Estate LLC, to Michael Scott Cohen, Trustee, securing Mayor and City Council of Cumberland and Cumberland Economic Development Corporation, in the principal amount of \$600,000.00 as recorded on December 21, 2018 among the Land Records of Allegany County, Maryland in Liber DDL No. 2435, folio 304 ("Junior Debt").

(d) Senior Creditor: shall mean WOODSBORO BANK, any of its participants, successors and assigns with respect to the Senior Debt documents and any other party acquiring a lien against, or an interest in, the Property pursuant to any refinancing or replacement of the Senior Debt or any subsequent refinancing or replacement of such Senior Debt thereafter.

(e) Senior Debt: shall mean the indebtedness indirectly secured by that certain Indemnity Deed of Trust dated July 31, 2026, and executed by ROLLING MILLS GRILL RE LLC, a Maryland limited liability company in favor of WOODSBORO BANK, to secure the proposed loan in the amount of One million four hundred thousand and 00/100 (\$1,400,000.00), recorded or intended be recorded among the Land Records of Allegany County Maryland.

2. Lien Subordination. Subject to the provisions of this Agreement, the Junior Creditors hereby subordinate the payment of the Junior Debt to the lien of the Senior Debt. Junior Creditors hereby acknowledge and agree that the lien of the Junior Debt is in all respects subject, subordinate and inferior to the lien, operation, effect, terms, conditions and provisions of the Senior Debt. Any and all proceeds of any foreclosure, deed in lieu of foreclosure, sale, refinancing, condemnation, insurance claim or other casualty event or other disposition of all or a portion of the Property will be applied to the Senior Debt until the Senior Debt is paid in full. Junior Creditors hereby subordinate any and all claims arising from the Junior Debt against the Borrower, any guarantors of the Junior Debt, to any claims of the Senior Creditor.

3. Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the parties hereto and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and none of such parties hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement or the exhibits hereto. This Agreement may not be amended, altered or modified except by a writing signed by both the Senior Creditor and the Junior Creditor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Subordination Agreement to be duly executed, under seal, and delivered in its name and on its behalf, all as of the day and year first above written.

(signatures and acknowledgments appear on the following pages)

DEVELOPER:

ATTEST/WITNESS:

CUMBERLAND GATEWAY REAL ESTATE
LLC, a Maryland limited liability company

By: _____ (SEAL)

Name: Edward D. Scott

Title: Authorized Party, Sole Member

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2026, before me, the subscriber, a Notary Public in and for the State of Maryland, COUNTY OF _____, personally appeared Edward D. Scott, the Authorized Party and Sole Member of CUMBERLAND GATEWAY REAL ESTATE LLC, a Maryland limited liability company, who acknowledged that he executed the foregoing Subordination Agreement to be the act of that limited liability company and who acknowledged to me that he executed the foregoing instrument for the purposes contained in it.

AS WITNESS my hand and Notarial Seal.

Notary Public

(Notarial Seal)

My commission expires: _____

BORROWER:

ATTEST/WITNESS:

ROLLING MILLS GRILL RE LLC, a Maryland
limited liability company

By: _____ (SEAL)

Name: Edward D. Scott

Title: Authorized Party, Sole Member

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2026, before me, the
subscriber, a Notary Public in and for the State of Maryland, COUNTY OF _____,
personally appeared Edward D. Scott, the Authorized Party of ROLLING MILLS GRILL RE
LLC, a Maryland limited liability company, who acknowledged that they executed the foregoing
Subordination Agreement to be the act of that limited liability company and who acknowledged to
me that he executed the foregoing instrument for the purposes contained in it.

AS WITNESS my hand and Notarial Seal.

Notary Public

(Notarial Seal)

My commission expires: _____

WITNESS the hand and seal of the JUNIOR Creditors:

JUNIOR CREDITOR:

WITNESS:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

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

STATE OF MARYLAND)
) ss:
COUNTY OF _____)

On this ___ day of _____, 2026, before me, the undersigned officer, personally appeared Raymond M. Morriss, Mayor, of the City of Cumberland, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

WITNESS:

JUNIOR CREDITOR:

CUMBERLAND ECONOMIC DEVELOPMENT
CORPORATION

_____(SEAL)

By: _____

Title: _____

STATE OF MARYLAND)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, on behalf of the CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, and that he/she, a such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

SENIOR CREDITOR:

ATTEST/WITNESS:

WOODSBORO BANK

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2026, before me, the subscriber, a Notary Public in and for the State of _____, County of _____, personally appeared _____, who acknowledged that s/he executed the foregoing Subordination Agreement to be the act of WOODSBORO BANK and who acknowledged to me that they executed the foregoing instrument for the purposes contained in it.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Notary Public

My commission expires: _____

EXHIBIT A – LEGAL DESCRIPTION

ALL those certain lots or parcels of land situate in the County of Allegany, State of Maryland, and being more particularly described as follows:

Parcel One:

BEING KNOWN AND DESIGNATED as Lot No. 268 as shown on a plat entitled “Correction Plat Cumberland Gateway Phase 2 Lots 264 and 268”, which plat is recorded among the Land Records of Allegany County, Maryland as Plat Numbers 2681 and 2682.



CITY OF CUMBERLAND *Maryland*

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR

EUGENE T. FRAZIER

JAMES L. FURSTENBERG, III

BRIAN R. LEPLEY

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON K. LAYTON, CPM

August 5, 2026

Mayor and City Council
City Hall
57 N. Liberty Street
Cumberland, MD 21502

Dear Mayor and Council Members,

In compliance with Section 10(h)(4) of the City Charter, attached are the results of the Cumberland Municipal Primary Election held June 23, 2026.

Respectfully,

Allison Layton
City Clerk

PRIMARY ELECTION RETURNS

RETURN OF THE ALLEGANY COUNTY BOARD OF ELECTIONS FOR THE CITY OF CUMBERLAND, MARYLAND

PRIMARY ELECTION FOR CUMBERLAND HELD JUNE 23, 2026

FOR MAYOR

I HEREBY CERTIFY, that having assembled with the Allegany County Elections Board in the office of Wendy Maddux, Allegany County Elections Administrator, at 9:00 p.m. on June 23, 2026 and 1:00 p.m. on June 25, 2026, I did witness the opening and canvassing of the reports and ballots delivered or transmitted to the Allegany County Board of Elections for the 2026 Primary Election of the City of Cumberland.

The Allegany County Board of Elections, upon being duly organized, did receive the count of votes at each precinct of all the original reports and ballots delivered or transmitted to them of the votes cast during early voting and at the Primary Election held on Tuesday, June 23, 2026. The Allegany County Board of Elections did also witness and receipt the count of votes from each precinct of all original reports and ballots for absentee and provisional ballots on Tuesday, June 23, 2026 for said City of Cumberland Wards and Precincts, and did certify the election results on Monday, July 6, 2026, which were reported to the Maryland State Board of Elections. The Maryland State Board of Elections did also meet on Thursday, July 23, 2026, to provide State Certification of all elections and did on that date certify and state that the whole number of votes cast in the City of Cumberland for the office of Mayor were as follows:

MAYOR:

(Votes received)

Raymond Morriss, 914 Camden Avenue	1,382 votes
Darrell Lee Powell, 223 S. Massachusetts Avenue	759 votes
William Taccino, 402 Pine Avenue	272 votes
Dana A. Tinnen, 223 Wallace Street	264 votes

TOTAL **2,677 votes**

PURSUANT to Section 11(e) of the City Charter, the two (2) candidates receiving the highest number of votes for Mayor in the primary election shall be the candidates whose names shall be placed upon the ballots at the municipal general election.

ACCORDINGLY, it is declared that

RAYMOND MORRISS

and

DARRELL LEE POWELL

having received the two (2) highest number of votes for the office of **MAYOR**, are hereby declared nominated.

CITY CLERK
CITY OF CUMBERLAND, MD

Allison K. Layton

VOTES PERCENT

PRECINCTS COUNTED (OF 30)	30	100.00
REGISTERED VOTERS - TOTAL	37,946	
REGISTERED VOTERS - Democratic	10,758	28.35
REGISTERED VOTERS - Republican	23,608	62.21
REGISTERED VOTERS - Non-Partisan.	3,580	9.43
BALLOTS CAST - TOTAL.	10,530	
BALLOTS CAST - Democratic	3,424	32.52
BALLOTS CAST - Republican	6,872	65.26
BALLOTS CAST - Non-Partisan	234	2.22
BALLOTS CAST - BLANK.	13	.12
VOTER TURNOUT - TOTAL		27.75
VOTER TURNOUT - Democratic.		31.83
VOTER TURNOUT - Republican.		29.11
VOTER TURNOUT - Non-Partisan		6.54
VOTER TURNOUT - BLANK		.03

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VOTES PERCENT

VOTES PERCENT

DEM Governor / Lt. Governor

(VOTE FOR) 1

Felber-Lytes	559	16.74
Moore-Miller	2,781	83.26
Total	3,340	
Over Votes	5	
Under Votes	79	

DEM Comptroller

(VOTE FOR) 1

Brooke Elizabeth Lierman	2,745	100.00
Total	2,745	
Over Votes	0	
Under Votes	679	

DEM Attorney General

(VOTE FOR) 1

Anthony G. Brown	2,762	100.00
Total	2,762	
Over Votes	0	
Under Votes	662	

DEM Representative in Congress (6)

Congressional District 6

(VOTE FOR) 1

George Gluck	84	2.52
Alexis Goldstein	280	8.39
Daniel M. Krakower	11	.33
April McClain Delaney	1,332	39.92
David J. Trone	1,410	42.25
Ethan P. Wechtaluk	132	3.96
Kiambo "Bo" White	35	1.05
A. Mark Wilks	53	1.59
Total	3,337	
Over Votes	8	
Under Votes	79	

DEM State Senator (1) Legislative District 1

(VOTE FOR) 1

Ashley Emerick	2,625	100.00
Total	2,625	
Over Votes	0	
Under Votes	799	

DEM House of Delegates (1A) Legislative Districts 1A

(VOTE FOR) 1

Jason M. Jobe	481	100.00
Total	481	
Over Votes	0	
Under Votes	136	

DEM House of Delegates (1B) Legislative Districts 1B

(VOTE FOR) 1

Rhiannon C. Brown	2,037	100.00
Total	2,037	
Over Votes	0	
Under Votes	595	

DEM House of Delegates (1C) Legislative Districts 1C

(VOTE FOR) 1

Seth Funk	138	100.00
Total	138	
Over Votes	0	
Under Votes	37	

DEM County Commissioner

(VOTE FOR) 2

Chelsea Boor	2,434	54.45
Carol Taccino	2,036	45.55
Nomination Vacant	0	
Total	4,470	
Over Votes	0	
Under Votes	2,378	

Democratic Central Committee

(VOTE FOR) 6

John F. Bowman, II	1,484	14.22
James Grady	1,333	12.78
Brian K. Grim	2,231	21.38
Cresta Kowalski	1,979	18.97
Gerry LaFemina	1,499	14.37
Mercedes L. LaFemina	1,908	18.29
Nomination Vacant	0	
Nomination Vacant	0	
Nomination Vacant	0	
Nomination Vacant	0	
Nomination Vacant	0	
Nomination Vacant	0	
Nomination Vacant	0	
Total	10,434	
Over Votes	0	
Under Votes	10,110	

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VOTES PERCENT

REP Governor / Lt. Governor

(VOTE FOR) 1

Brunner, Jr.-Rhodes	575	9.30
Burkindine-Shifflett.	104	1.68
Cox-Krop.	4,033	65.21
Hale-Keys	694	11.22
Larcomb-Duncan.	62	1.00
Myrick-Thiam	321	5.19
Oakes-Abend.	96	1.55
Taylor-Swift	151	2.44
Wright-Hawkins.	149	2.41
Total	6,185	
Over Votes	31	
Under Votes	656	

REP Comptroller

(VOTE FOR) 1

Sonya Dunn	4,848	100.00
Total	4,848	
Over Votes	0	
Under Votes	2,024	

REP Attorney General

(VOTE FOR) 1

James B. Rutledge, III	4,812	100.00
Total	4,812	
Over Votes	0	
Under Votes	2,060	

REP Representative in Congress (6)

Congressional District 6

(VOTE FOR) 1

Chris Burnett	1,953	32.11
Robin Ficker	3,122	51.33
Mariela Roca	1,007	16.56
Total	6,082	
Over Votes	2	
Under Votes	788	

REP State Senator (1) Legislative District 1

(VOTE FOR) 1

Mike McKay	5,324	100.00
Total	5,324	
Over Votes	0	
Under Votes	1,548	

VOTES PERCENT

REP House of Delegates (1A) Legislative Districts 1A

(VOTE FOR) 1

Andy Adams	82	6.58
Edward E. Clemons, Jr.	354	28.39
Dan Duggan	504	40.42
Lisa Lowe	97	7.78
Tim Thomas	210	16.84
Total	1,247	
Over Votes	2	
Under Votes	182	

REP House of Delegates (1B) Legislative Districts 1B

(VOTE FOR) 1

Jason C. Buckel	3,420	100.00
Total	3,420	
Over Votes	0	
Under Votes	1,219	

REP House of Delegates (1C) Legislative Districts 1C

(VOTE FOR) 1

Terry Baker.	578	100.00
Total	578	
Over Votes	0	
Under Votes	224	

REP County Commissioner

(VOTE FOR) 3

Bill Atkinson	3,006	17.06
Seth Bernard	2,404	13.64
Creade Brodie, Jr.	2,982	16.92
Dave Caporale	3,893	22.09
Leona McTaggart	1,533	8.70
Dee Dee L. Ritchie	2,631	14.93
David Alan Robison	1,171	6.65
Total	17,620	
Over Votes	3	
Under Votes	2,993	

REP State's Attorney

(VOTE FOR) 1

James F. Elliott	5,044	100.00
Total	5,044	
Over Votes	0	
Under Votes	1,828	

REP Clerk of the Circuit Court

(VOTE FOR) 1

Dawne Lindsey	5,394	100.00
Total	5,394	
Over Votes	0	
Under Votes	1,478	

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VOTES PERCENT

REP Register of Wills

(VOTE FOR) 1

Mary Beth Pirolozzi	5,314	100.00
Total	5,314	
Over Votes	0	
Under Votes	1,558	

REP Judge of the Orphans' Court

(VOTE FOR) 3

Edward C. Crossland	3,973	31.46
Craig Robertson	5,059	40.06
Penny Lyn Walker	3,598	28.49
Total	12,630	
Over Votes	0	
Under Votes	7,986	

REP Sheriff

(VOTE FOR) 1

Rich Godlove	1,417	21.14
David R. Morgan	4,783	71.37
Andrew Keith Opel	502	7.49
Total	6,702	
Over Votes	0	
Under Votes	170	

Republican Central Committee

(VOTE FOR) 8

David A. Bohn	3,991	15.13
Charity O. Friend	2,993	11.35
Niki Logsdon	3,446	13.06
Todd Joseph Logsdon	3,662	13.88
Westley Marks	2,739	10.38
Edward T. Robinette	3,138	11.89
Zach Ruppert	2,828	10.72
Michelle A. Twigg	3,584	13.59
Nomination Vacant	0	
Total	26,381	
Over Votes	0	
Under Votes	28,595	

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VOTES PERCENT

Mayor - City of Cumberland Municipalities CU9

(VOTE FOR) 1

Raymond Morriss	1,382	51.62
Darrell Lee Powell	759	28.35
William Taccino	272	10.16
Dana A. Tinnen.	264	9.86
Total	2,677	
Over Votes	3	
Under Votes	184	