



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 18, 2026

Open Session - 6:15 PM

Pledge Of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

- A) Presentation of the 2026 Let's Beautify Cumberland Blue Ribbon Award Winners

Director's Reports

- A) Administrative Services
 - 1. Administrative Services Monthly Report for July 2026
- B) Public Works
 - 1. Maintenance Division Monthly Report for July 2026
- C) Fire
 - 1. Fire Department Monthly Report for July 2026
- D) Police
 - 1. Police Department Monthly Report for July 2026
- E) Utilities - Flood, Water, Sewer
 - 1. Utilities Division Water/Sewer Monthly Reports for July 2026

Approval of Minutes

- A) Approval of Open Work Session Minutes and Regular Public Meeting Minutes of August 5, 2026, Closed and Open Work Session Minutes of August 11, 2026

Public Comment - For Agenda Items Only

All public comments are limited to 5 minutes per person

New Business

A) Ordinances

1. Ordinance 4066 (*1st reading*) - authorizing the transfer of 220 N. Lee Street to Guy Winterberg for the purchase price of \$200

B) Orders (Consent Agenda)

1. Order 28,114 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "Allegany County Chamber of Commerce" Event on August 19, 2026 from 5:30 PM to 7:30 PM; notwithstanding, that open glass containers shall not be permitted
2. Order 28,115 - authorizing the execution of a Memorandum of Understanding with the Maryland Criminal Intelligence Network (MCIN) for the continued administration of the MCIN grant by the Cumberland Police Department for FY26-FY27 with the MOU remaining effective until termination of any of the parties with a minimum 30 days notice
3. Order 28,116 - authorizing the execution of an agreement with the Allegany County State's Attorney's Office for a contribution of \$17,500 toward an employee benefit expense incurred by the City
4. Order 28,117 - authorizing the Chief of Police to execute a Memorandum of Understanding with the Family Crisis Resource Center (FCRC) to provide police overtime in the amount not to exceed \$24,000 for providing security at the FCRC during supervised visitation and exchange
5. Order 28,118 - authorizing the execution of a Memorandum of Understanding with the Federal Correctional Institution Cumberland (FCI) to utilize FCI's training facilities, including the Staff Training Center Classroom and the Connex Box Training Area, with the agreement becoming effective upon the date of the last signature and remaining in effect for a period of two years unless terminated sooner by mutual consent or by either party providing thirty days advanced written notice to the other party
6. Order 28,119 - declaring vehicles to be surplus property and authorized for sale, trade in, recycle or scrap
7. Order 28,120- authorizing the execution of a sole source agreement with Perfect Reflections for the downtown maintenance, trash and snow removal of the Cumberland DDC area in an amount not to exceed \$3,432 per month for a total annual cost not to exceed \$41,184
8. Order 28,121 - approving the use of Noble Environmental (Mountainview) Landfill for the disposal of sludge cake and pellets from the Heat Drying Facility (HDF) in the amount not to exceed \$200,000 for FY27

9. Order 28,122 - approving the use of Curry Services for the provision of a twenty yard dumpster and subsequent hauling of sludge cake up to five days a week from the Heat Drying Facility in the amount not to exceed \$100,000 for FY27
10. Order 28,123 - approving the use of Burgmeier's Hauling for the provision of a thirty yard dumpster and subsequent hauling of sludge pellets up to five days a week from the Heat Drying Facility in the amount not to exceed \$35,000 for FY27
11. Order 28,124 - accepting the proposal from Victory Trenchless to perform the cured in place pipe (CIPP) rehabilitation of sewer lines on Mechanic St., Niagara St. and other locations as determined by the Sewer Department Superintendent in the amount not to exceed \$650,000, with pricing available through BuyBoard agreements, which is in accordance with City Code Section 2-171(c), pertaining to purchasing cooperatives and state and local government contracts
12. Order 28,125 - accepting the bid of Casey Smith, LLC, dba ServicePro to provide services for the 2026 Grass Mowing Residential Contract (2026-16-MISC) in the amount not to exceed \$58,590 for the contract period 8/1/26 – 6/30/27, with a two-year extension possible at the end of the initial contract period
13. Order 28,126 - accepting the bid of Casey Smith, LLC, dba ServicePro to provide services for the 2026 Grass Mowing Non-Residential Contract (2026-17-MISC) in the amount not to exceed \$93,996 for the contract period 8/1/26 – 6/30/27, with a two (2) one-year extensions possible at the end of the initial contract period
14. Order 28,127 - authorizing the execution of a Non-Exclusive Public Rights of Way Access Agreement with Shentel Asset Entity I LLC authorizing Shentel to construct, install and maintain certain Facilities within the City's rights of way from Shentel's point of presence at the Recycling Center Building to the existing cell tower at 1031 Eleanor Terrace, with the agreement commencing on its effective date and expiring five years thereafter unless 90 days written notice is provided by either party; further, the Mayor's execution of the document is contingent upon the payment of the City's attorney's fees through August 3, 2026
15. Order 28,128 - authorizing the execution of a Memorandum of Understanding with the Allegany County Health Department for services provided by the Cumberland Police Department to provide medication pick up services to homebound individuals and conduct mini take-back events in the community for an amount not to exceed \$500, for the term July 15, 2026 through June 30, 2027
16. Order 28,129 - authorizing the official suspension of the Choose Cumberland Relocation Grant program and authorizing the reallocation of the balance of state funds from the Maryland Department of Housing and Community Development (DHCD)

17. Order 28,130 - authorizing the execution of Change Order No. 1 with First Fruits Excavating for the Sedgwick Sewer Line Rehabilitation Project, to include the addition of an undercut on Sedgwick Street due to grade discrepancies and unsuitable base material for paving to occur for the increased cost of \$67,439.38, bringing the new contract value not to exceed \$120,895.38

Public Comment

All public comments are limited to 5 minutes per person

Adjournment



Administrative Services Monthly Report for July, 2026

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

July 2026

Chip Watkins, Director

Statistics

190 new help desk requests
143 help desk requests resolved

Activities

Major department initiatives in the past month include:

- New equipment (PCs and a printer) deployed to the former Nefco bioisolds facility for WWTP personnel
- All known Windows 10 Machines updated to Win 11
- Updated various SCADA Firewall Systems to Current OS
- Established base log management on all Remote Connection Points
- Continue to work on Alerting from Logs using Graylog system
- Relocated new Lenovo Server for Proxmox migration to PS Data Center
- 3 New PC's received for CPD. 2 deployed. 1 waiting for new Police admin.
- Several SIM replacements for MDT's with Rockets along with Delta Plus repairs.
- Several requests for video exports by different patrol officers.
- Anticipating 5 new MDT's for new patrol cars

Cumberland Main Street Report
July 2026
Melinda Kelleher, Main Street Manager

General Meetings/Presentations

- Tour of downtown vacant buildings with potential investor
- Taylor Layton, PR and Social Media Coordinator – Social media & ENews planning
- Check in meeting with contract worker on BOOM Tracker program for building inventory

Main Street Meetings/Projects

- Planning meeting with Main Street Board Chair
- Cumberland Main Street Board Meeting
- Main Street Economic Vitality Committee meeting
- Main Street Promotions Committee meeting
- Main Street Design Committee meeting
- Live ad on WCBC to promote Main Street Committees – opportunities to volunteer
- Wrote and placed Main Street promotional ads on Forever Media radio stations

Projects/Events

- Ribbon Cutting – Flowerland
- Submit Allegany County Development Grant (Rocky Gap funds) - \$25,000
- Submit Community Legacy grant for Wayfinding Plan - \$1,171,265
- Meeting with CEDC for project updates
- Write ENews articles
- Wrote nomination for Chamber of Commerce Recognition Awards
- Press release for updated Virginia Avenue Façade Grant

Social Media and Outreach

July 2026

Taylor Layton, Coordinator

Statistics for both Facebook and Instagram had a decreasing trend for the month of July. A plan for engaging content has been made and the execution of the plan is in progress. LinkedIn had a considerable increase for analytics in the month of July; consistent and more frequent posting will occur to grow our presence on LinkedIn.

31 tickets have been sold for the Cumberland Day fundraiser with the University of Maryland; \$62 has been raised for Cumberland Main Street. Another social media blast will happen several times in the next two weeks to help promote the event.

 = Decrease/negative percentage
 = Increase/positive percentage

Facebook Analytics for July 1-30, 2026

Facebook		% Change
Views	205,926	39.5%
Content Interactions	2,463	21.9%
Viewers	39,571	17.6%
Link Clicks	329	59.4%
Visits	5,224	31.8%
Follows	91	57.5%
Followers	7,911	

Instagram Analytics for July 1-30, 2026

Instagram		% Change
Views	4,148	78.1%
Reach	785	18.1%
Content Interactions	110	25.7%
Link Clicks	4	100%
Visits	49	49%
Follows	15	34.8%
Followers	1,187	

LinkedIn Analytics for July 1-30, 2026

LinkedIn		% Change
Impressions	1,896	487%
Reactions	69	475%
Page Views	38	90%
Unique Visitors	16	45.5%
Page Searches	86	83%
New Followers	6	20%
Followers	818	

Community Development Report July 2026

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

Noted Activity:

- 125 Fayette St. - \$1,650,00.00 renovation.
- 446-448 Goethe St., Home Rehab Grant - \$40,677.32 improvements.

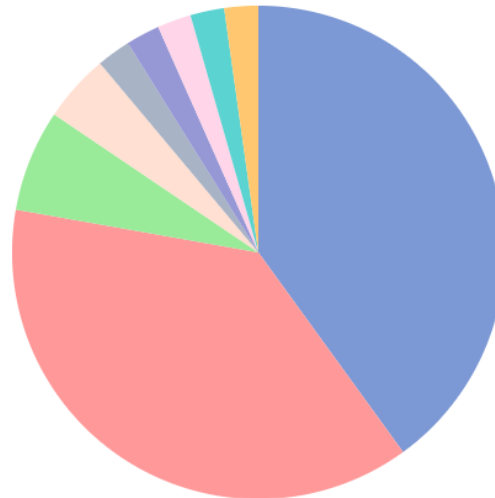
Code Enforcement Activity:

88 new cases received – 36 of those are still open

45 violations were found

52 cases have been resolved

Open Date From: 07/01/2026
Open Date To: 07/31/2026



Violations by Violation Type			
	Cutting of weeds	18	40.0%
	Dwellings, yards and lots to be kept clean	17	37.8%
	Order to vacate	3	6.7%
	Duties of owner and operator	2	4.4%
	Permits and certificates	1	2.2%
	Powers and duties	1	2.2%
	Prohibited Noises	1	2.2%
	Prohibited occupancy	1	2.2%
	Sanitary maintenance	1	2.2%

Permits/Reviews & Rental Licenses:

55 Total Permits/Reviews were issued

68 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential.....1	Residential.....11	Residential.....4	Residential.....0
Commercial.....2	Commercial.....1	Commercial.....9	Commercial.....3
Electrical	Plumbing	Utility	Demolition
Residential.....9	Residential.....4	Residential.....1	Residential.....0
Commercial.....1	Commercial.....1	Commercial.....0	Commercial.....0
Public ROW	Rental Licenses	Rental Inspections	
Issued8	Issued361	Passed.....57	
		Failed.....11	
Plans, Reviews, Amendments and Appeals		Certificates of Appropriateness	
(ZA, RPR, SR, ZMA, ZTA, SRA)		Issued1	
(Type) Issued0		Request for Change/Amendment	
		Issued0	

Revenue from ‘Issued’ Permits/Reviews:

Building Permits	\$12,463.00
Miscellaneous Permits	180.00
Occupancy Permits	225.00
Sign Permits	39.00
Utility Permits	4,930.00
Right-of-Way, Plan review, Amendment, Appeal.....	438.00
Zoning Classification Determination (info request)	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness (COA-ROA).....	30.00
Rental Licenses (new & renewal)	62,600.00
Paid Rental Inspection Requests	25.00
TOTAL	\$80,930.00

Demolition Bonds Collected.....\$0.00

Park Facility Reservations	1,012.50
Day Camp	6,010.00
Swimming Pool.....	18,193.75
Main Street Donations	0.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

CDBG- Staff received and processed all 2026 PY invoices, began several reporting tools for CAPER development, compiled 2026 Annual Action Plan files for the new funding year, began new 2026 Environmental Review Records for 12 activities, completed and posted the 2025 Oldtown Road Sidewalk Notice of Intent to Request for Release of Funds, conducted several meetings regarding BABA and the Allegany Museum, conducted Human Relations Commission regular meeting and several National Night Out committee meetings and attended the Homeless Coalition regular meeting.

(see below)

Community Development Block Grant Program	June 2026 FINAL Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	\$167.04	\$167.04	
2022 Grant Totals	2022	\$167.04	\$167.04	\$0.00
2023 Const Pk (amended)	2023	\$42,231.28	\$42,231.28	\$0.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
2023 Grant Totals		\$120,231.28		\$78,000.00
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$181,253.40	\$148,746.60
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,951.96	\$8.04
Parks and Recreation Improvements	2024			
Const Pk Trails Signage Wayfinding	2024	\$52,782.04	\$0.00	\$52,782.04
Const Pk ADA Parking Lot Grove 4	2024	\$241,933.32	\$189,151.28	\$0.00
2024 Grant Totals		\$653,675.36	\$375,356.64	\$225,536.68
City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00	\$0.00	\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00	\$0.00	\$249,040.00
Admin	2025	\$111,374.00	\$66,857.50	\$44,516.50
IC	2025	\$15,182.00	\$5,207.00	\$9,975.00
FH	2025	\$13,444.00	\$8,334.31	\$5,109.69
ACDSS Rental Assist	2025	\$14,000.00	\$13,917.83	\$82.17
ACDSS Utility Assist	2025	\$14,000.00	\$14,000.00	\$0.00
SOAR Program	2025	\$20,000.00	\$20,000.00	\$0.00
FCRC Shelter Operating Cost	2025	\$18,000.00	\$0.00	\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00	\$0.00	\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00	\$0.00	\$4,960.00
YMCA Food	2025	\$8,000.00	\$8,000.00	\$0.00
CEDC Cumberland Rideshare Program	2025	\$12,000.00	\$0.00	\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00	\$0.00	\$10,000.00
2025 Grant Totals		\$786,221.00	\$136,316.64	\$649,904.36
			Total All Yrs	\$953,441.04
JUNE 30 final 2026 CDBG Report				

PARKS AND RECREATION:

Ryan Mackey, Director

Meetings Attended

- 350 Parade Debrief Meeting
- Recreation Software Meeting with CivicPlus
- Follow-Up Meeting with CivicPlus
- Environmental Advisory Council (EAC) Meeting
- Pre-Bid Meeting for Fairmont Avenue Project

Events & Department Updates

- **Fireworks:** Event went well, with numerous positive reports received from attendees. The department was reimbursed for the failed shells.
- **Pavilion Rentals:** 15 rentals to date.
- **Field Usage:** Summer field usage is concluding, with fall activities beginning.
 - Red Raiders at Bowers
 - Soccer beginning at Masons on August 1
- **Deal Days at the Pool:** Event activities underway.
- **Day Camp:** Summer day camp is currently in session.

Upcoming Events

- **Sunday in the Park:** Concert series upcoming.
- **National Night Out:** Scheduled for August 3.

Human Resources

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

- Time & Attendance System
 - * Helped answer questions and fix minor issues
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & Other Job Boards
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Historic Preservation/City Planner)
- New Employee Onboarding
- Continued Summer Seasonal Employee Hiring/Onboarding
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Open-Enrollment Implementation Meetings & Planning
 - Life/Dental/Vision/Health
- Continued Work on City-wide Open Enrollment
- COLA Payroll Calculations and Entries
- New Payroll Deduction Calculations and Entries
- Administered Police Testing
- Risk Management Meeting
- Benefit Admin Meetings
- Insurance Invoicing
- Employee Grievance Process
- Gathered information and documents related to employment issues and uploaded documents to proper authorities

	31-Jul
Open positions	6
New Hires	5
Retirements	4
Resignations	3
Terminations	0
FMLA	2
Workers Comp	5
Elected Officials	5
FT Employees	257
PT Employees	34
Contractual Employees	5

Comptroller's Office

Financial Activity Report July 2026 Mark Gandolfi, City Comptroller

Cash Flow:

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

On July 1, 2026, the City had a cash balance of \$19.0 million (\$14.2 million invested in a value money market program and \$4.8 million participating in a sweep program at First United Bank). Expenditures exceeded revenues by \$393 thousand resulting in a cash balance of \$18.5 million at July 31, 2026 (\$15.3 million invested in a value money market program and \$3.2 million participating in a sweep program at First United Bank).

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

Taxes receivable (General Fund)						\$ 13,212,571
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2027	\$ -	\$ 12,898,061	\$ (33,071)	1,172,160	\$ -	\$ 11,692,830
FY 2026	1,230,899	-	-	291,444	-	939,455
FY 2025	441,250	-	-	74,742	-	366,508
FY 2024	79,527	-	-	41,879	-	37,648
FY 2023	36,390	-	-	58	-	36,332
FY 2022	36,670	-	-	-	-	36,670
FY 2021	19,702	-	-	-	-	19,702
FY 2020	37,575	-	-	87	-	37,488
FY 2019	7,600	-	-	-	-	7,600
Prior FY's	38,338	-	-	-	-	38,338
	\$ 1,927,951	\$ 12,898,061	\$ (33,071)	\$ 1,580,370	\$ -	\$ 13,212,571

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

Real property (non-owner occupied)	\$ 7,388,639
Personal Property	240,245
Real Property (semiannual payments)	4,063,946
Real Property (Half Year)	-
	<u>\$11,692,830</u>

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

Cash and Investment Summary		
July 31, 2026		
	Cash	Investments
Beginning Balance	\$ 18,859,774	\$ 12,310,000
Add:		
Cash Receipts	7,954,179	-
Investment Transfer	-	-
Less:		
Disbursements	8,346,299	-
Investment Transfer	-	-
Ending Balance	\$ 18,467,654	\$ 12,310,000
Restricted	\$ 6,779,227	\$ -

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

Restricted Cash				
	7/1/2026	Increase	Utilization	7/31/2026
Police Seizures	\$ 71,965	\$ -	\$ -	\$ 71,965
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	59,280	208	-	59,488
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	153,540	6,068	-	159,608
DDC	14	-	-	14
GOB 2026	4,981,024	17,505	-	4,998,529
Capital Projects	1,270,303	4,464	-	1,274,767
Let's Beautify Cumberland	8,071	-	-	8,071
Human Relations Commission	64	250	-	314
Demolition & Fiscal Agent Bonds	52,191	-	-	52,191
	\$ 6,750,732	\$ 28,495	\$ -	\$ 6,779,227

Increases to Capital Projects, Bowers Trust and GOB 2026 are interest earnings.

Increases to National Opioid Settlement is additional settlement payments received.

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

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

National Opioid Settlement is available for opioid intervention in Cumberland.

Human Relations Commission is available for meeting expenses.

Capital Projects and Associated Debt:

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

Available Bond Proceeds					
	7/1/2026	Increase	Utilization	7/31/2026	
CDA 2023	406,332	-	39,325	367,007	
CDA 2024	229,322	-	-	229,322	
CDA 2025	1,245,291	-	55,220	1,190,071	
GOB 2026	4,981,024	17,505	-	4,998,529	
	\$ 6,861,968	\$ 17,505	\$ 94,545	\$ 6,784,929	

CSO Projects					
	7/1/2026	Increase	Utilization	7/31/2026	
Evitts Creek Phase 3 Debt	\$ 2,618,130	\$ -	\$ -	\$ 2,618,130	
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560	
Evitts Creek Phase 4 Debt	2,447,352	-	-	2,447,352	
Evitts Creek Phase 4 Grant	500,000	-	-	500,000	
78" Pipeline Debt	23,193,833	-	-	23,193,833	
78" Pipeline Grant	46,338,060	-	-	46,338,060	
	\$ 80,515,935	\$ -	\$ -	\$ 80,515,935	

CDA 2023 \$39K utilization includes \$29K toward cross connections, \$10K toward Shades Lane watermain replacement, and \$4K toward filter building design. CDA 2025 \$55K utilization is toward paving. GOB 2026 increase of \$18K is interest earnings.

Remaining CDA 2023 funds are primarily a water filtration building design (\$82K), Shades Lane waterline replacement (\$159K), Cross Connections (\$33K) and main pump replacements (\$75K). Remaining CDA 2024 funds are primarily a WWTP master control replacement (\$114K), flood gates (\$31K) and main pump replacements (\$79K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$40K), watermain replacements (\$59K), hydrants and cross connections (\$243K), paving and concrete repair (\$252K), intersection light improvements (\$200K), MSC garage floor resurfacing (\$46K) and SCADA improvements (\$100K). Remaining GOB 2026 funds consist primarily of the WWTP solar power array and switchgear (2.0M), SCADA (\$218K), Mill Race junction box improvements (\$300K), Ridgedale pump station generator (\$200K), and watermain replacements (\$1.1M).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$8.0 million and is funded with \$5.4 million in grants and \$2.6 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the construction phase with all funding in place. Phase 4 project cost is estimated at \$2.4 million and is funded with a \$500K grant and a \$2.4 million loan including \$1.2 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is \$77.9 million and is substantially funded with \$46.3 million in grants and \$23.2 million in loan with \$4.4 million being forgivable.

Jeffrey F. Silka
City Administrator

mml

MAINTENANCE DIVISION REPORT JULY 2026

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 48 service requests completed
 - 35 streets and 4 alleys repaired
- Street Maintenance and Utility Work
 - Utility repairs continue from winter back log
 - Shades Lane trench repair completed
 - Major water line repair on Greene Street
- Sign Work
 - 21 traffic control signs repaired / installed
 - 15 street name signs repaired / installed
 - 4 handicap signs repaired / replaced
 - 2 handicap signs removed / installed
 - Began installation of the 1 Frederick Street active crossing signal
- Arborist
 - 5 hazard tree removals / 1 roadside
 - 54 trimmings / raisings
 - Weed control at City Hall completed
- Street sweeping continues on normal schedule
- Roadside weed control cycle is completed and restarting for round two
- Other
 - Valley Street sidewalk project completed in the parklet
 - Refreshed stone around park marble courts
 - Staff completed defensive driver training

Fleet Maintenance Monthly Report July 2026

Departments	Count of Maintenance Type
Central Services	2
Brakes	1
PM - Oil Change	1
Fire	12
Battery	1
Diagnostics	2
General Repair	2
Heating and Air Conditioning	2
Lights and Electrical	2
PM - Oil Change	2
Steering/Suspension	1
Fleet Maintenance	1
PM - Oil Change	1
Flood	1
General Repair	1
Parks and Rec	5
Cooling System	1
Diagnostics	1
General Repair	2
Tires/Tire Repair	1
Police	18
Brakes	2
Heating and Air Conditioning	1
PM - Oil Change	13
Tires/Tire Repair	2
Sewer	4
Fluid Leak	1
General Repair	1
PM - Oil Change	2
Street	16
Diagnostics	1
Fluid Leak	1
General Repair	6
No Start	1
Noise	1
PM - Oil Change	5
Welding and Fabrication	1

Water Distribution	5
Fluid Leak	1
PM - Oil Change	3
Tires/Tire Repair	1
WFP	1
Transmission	1
WWTP	3
Diagnostics	1
PM - Oil Change	1
Steering/Suspension	1
Grand Total	68

**CENTRAL SERVICES
MONTHLY REPORT
JULY 2026**

- **City Hall:** Watered plants in the parklet. Untangled the banners around roof. Reset HWP-3 pump from power outage over weekend. Changed lights back to white around outside of the building. Washed the mini split outside of IT Department. Washed all the HVAC filter in City Hall fan coil units. Took down the 250th decorations. Moved desks in Tax & Utilities. Pulled all the weeds around City Hall and the parklet flower beds. Put a chair together for Tax and Utilities. Assembled a table for Clerk's office.
- **Municipal Service Center:** Cleaned the rain gutters on the Water and Flood sides. Sprinkler test. Fixed exhaust fan in the entry hallway to the bathrooms in the Water Department. Replaced exhaust fan motor in the Water Department bathroom hallway.
- **Public Safety Building:** Moved metal lockers from police garage to the basement. Metal door top of the back stairwell sticking on the second-floor Fire side. Patched a hole in the block wall bay #2 fire department garage. Installed a window in a door for C3I 3rd floor. Sprinkler test. New garage door at police garage, moving power for new opener. Washed the chiller on roof. Removed old office partitions from the 3rd floor police side. Washed the mini splits at police garage. Unclogged the mop sink on 3rd floor west side. Fixed the panic bar on the inner lobby door. Replaced all the filters in the AHUs. Fixed the hinges on garage door #3 at the Fire Department garage. Worked on garage door #1 at Fire Department, safety eyes had to be replaced by Overhead Door. Took paper towels to PSB for cleaning crew. Checked on an exhaust fan making noise on the 2nd floor police side and replaced. Installed three 4-foot stainless steel corner edges on the 3rd floor C3I side. Fixed the closet door on 3rd floor police side. Helped Water Department replace the water metering wire from alley side to the basement under police garage at PSB. Installed wall mounts for TV monitors 3rd floor PSB. Painted Police Supervisor's office.
- **Fire Stations #2:** Checked on garage door and cleaned the two mini splits inside and outside.
- **Downtown Area & Baltimore St:** Replaced the auto fill valve on the waterfall. Installed a new bike rack at the corner of N. Centre St and Frederick St. Cleaned the green algae out of the waterfall pool and fixed a light that has been knocked loose and checked on the water filter size to get a replacement. Installed the new chlorinator on the waterfall.
- **Parks:** Fixed a broken chlorine line at the main pool filter building. Worked on chlorine feed lines at main pool filter building. Reset a CCTV camera at the pool that was not working. Washed the split units at the Craft and Activities Building at Park. Ran power and conduits for the chlorine pumps in the main filter building and moved them to an easier and safer location to access for maintenance. Went with the guy from FPP to install new fire

extinguishers at the Park. Installed new freezer and icemaker in the snack bar at the Park. Removed old icemaker and freezer and took to scrap yard. Fixed rubber flooring at the main pool building that was peeling up on the pool side main door. Moved old coke fridge out of the snack bar down to main entrance of the pool building for someone to pick up. Fixed a urinal in the main pool building. Fixed a leak in the 6" return line valve on the filter system at the main filter building. Got the water slide running (water flowing) at the pool.

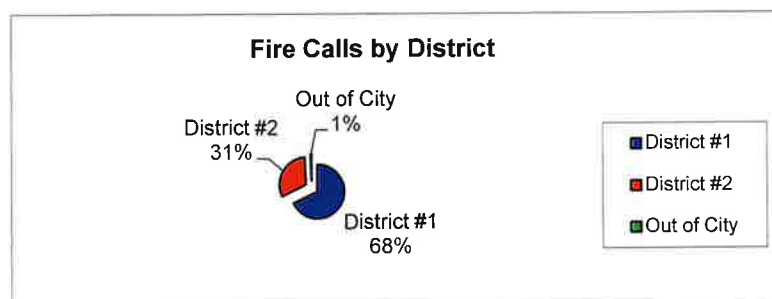
- **Traffic and Street Lights:** Reported 9 street lights for the power company to repair. Put the traffic lights off for Wright Flagging crew at Henderson and Knox. Put traffic lights in flash for Shaffer at Henderson and Knox St.
- **Other areas:** Installed a drop box on the Frederick St garage for Wills Hotel keycards for parking. Moving the door on the dog kennel to the other side. Worked on a door closure on 2nd floor of the Frederick St. garage. Picked up the light poles for Giarritta Park from storage for Ed. Picked up conduit and things for the Mechanic St & Frederick crosswalk project. Worked on the crosswalk for Frederick St and Mechanic St. Made the pole base template and wired the 2 crosswalk button poles. Cleaned up glass in Butler Alley behind 9 Centre St. Got the light poles ready to install at Giarritta Park. Cleaned up and re-wired. Checked on the Baltimore St clock, one of the four clocks is wrong time.
- Received 50 work orders in July
- Completed 43 work orders July
- Monthly Safety Meeting – July 16, 2026

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

Cumberland Fire Department Responded to 240 Fire Calls in July 2026

Responses by District:

District #1	162
District #2	75
Out of City	2
	239



Additional Alarms:	1
Number of Alarms:	240

Calls Answered Below:

Property Use:

Public Assembly	5
Educational	1
Health Care	30
Residential	146
Government	0
Industrial/Commercial	16
Utility	0
Storage	1
Outside	41
	240

Type of Situation:

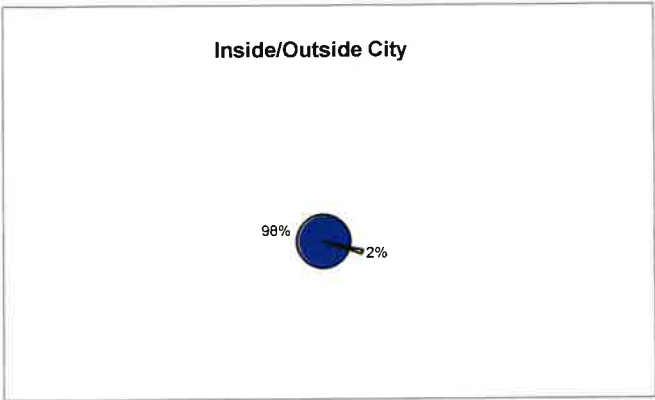
Fire or Explosion	11
Rescue Calls	11
Medical Calls	162
Hazardous Conditions	13
Public Service Calls	26
Good Intent Calls	17
	240

Total Fire Service Fees for Fire Calls Billed by Medical Claim Aid in July 2026:	\$3,925.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim Aid Fiscal Year to Date:	\$3,925.00
Total Fire Service Fees for Fire Calls Paid in July 2026:	\$325.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$6,325.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$10,810.00

Total Fire Service Fees for Inspections and Permits Billed in July 2026:	\$750.00
Total Fire Service Fees for Inspections and Permits Paid in July 2026:	\$950.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$950.00

Cumberland Fire Department Responded to 552 Ambulance Calls in July 2026

In City Calls	539
Out of City Calls	<u>13</u>
Total	552



Total Ambulance Fees Billed By Medical Claim-Aid in July 2026: \$172,437.93

Ambulance Fees Billed in FY2026: \$2,079,687.83
Ambulance Fees Billed FY2026 to Date: \$175,624.50

Ambulance Fees Paid
Ambulance Fees Paid in July 2026: \$116,178.06
Ambulance Fees Paid in FY2027: \$128,743.24
(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 3 Medic Assist Calls in July 2026

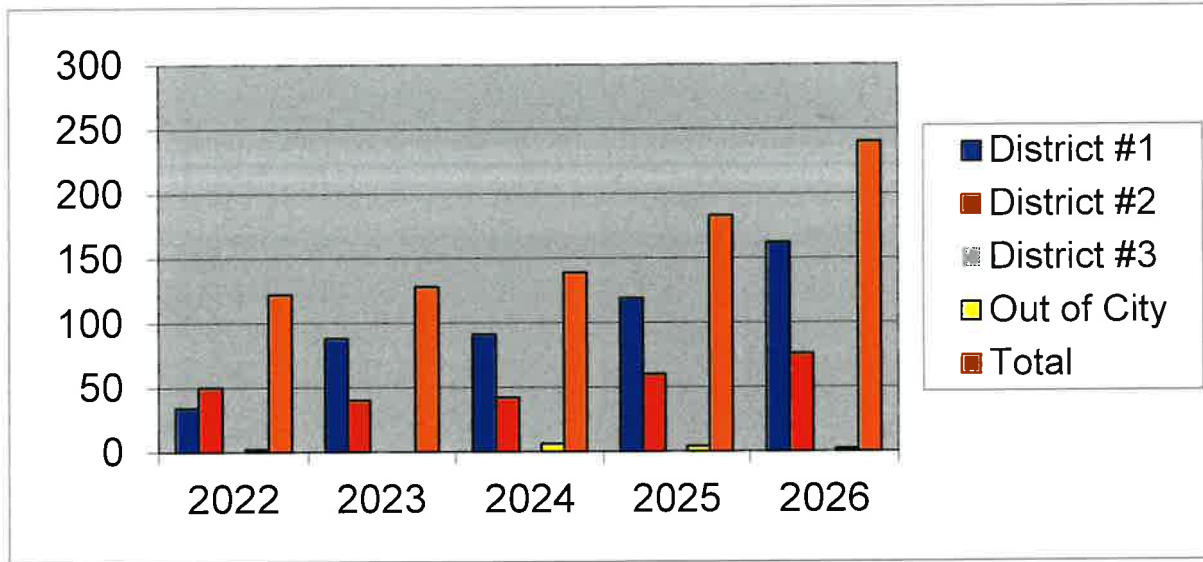
1 Medic Assist Calls in Allegany County	
<u>2 Medic Assist Calls outside of Allegany County</u>	
3	
Cresaptown, MD VFD	<u>1</u>
	1
Short Gap, WV VFD	1
Fort Ashby, WV VFD	<u>1</u>
	2

Cumberland Fire Department Responded to 10 Mutual Aid Calls in July 2026

7 Mutual Aid calls within Allegany County	
<u>3 Mutual Aid calls outside of Allegany County</u>	
10	
Ridgeley, WV VFD	2
Bedford, PA VFD	<u>1</u>
	3
Cresaptown VFD	1
Flintstone VFD	2
Allegany Co. DES	<u>4</u>
	7

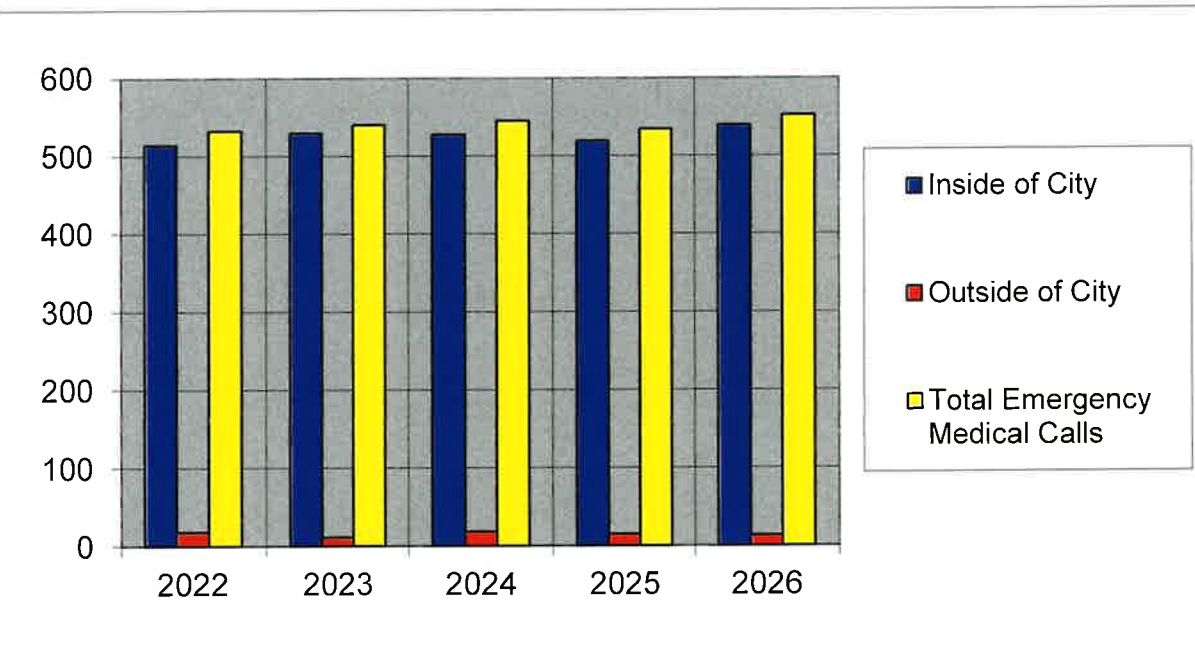
Fire Calls for the month of July over a Five-Year Period

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
District #1	34	88	91	119	162
District #2	50	40	42	60	76
District #3	36	0	0	0	0
Out of City	<u>2</u>	<u>0</u>	<u>6</u>	<u>4</u>	<u>2</u>
Total	122	128	139	183	240



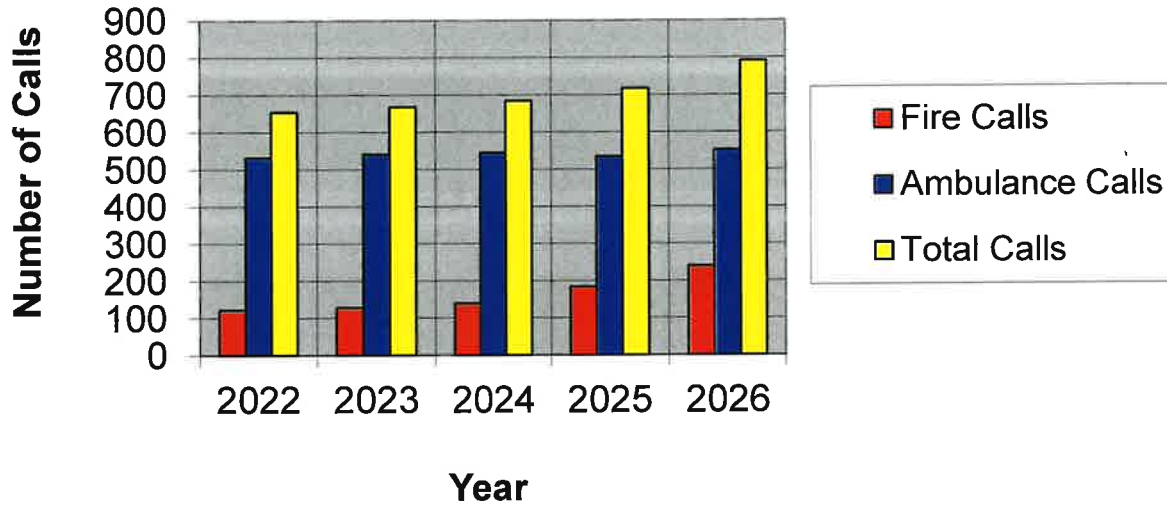
Ambulance Calls for the month of July over a Five-Year Period

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Inside of City	514	529	527	519	539
Outside of City	<u>18</u>	<u>11</u>	<u>18</u>	<u>15</u>	<u>13</u>
Total Emergency Medical Calls	532	540	545	534	552



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

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Calls	122	128	139	183	240
Ambulance Calls	<u>532</u>	<u>540</u>	<u>545</u>	<u>534</u>	<u>552</u>
Total Calls	654	668	684	717	792



Training

Man Hours:	848
Course Hours:	198

Fire Device and Firefighter Safety
 General Apparatus Visual/Operational Checks
 Apparatus Safety and Driving Emergency Vehicles
 Fire Hose, Hose Operations, and Hose Streams
 Operating Aerial Apparatus
 Technical Rescue Support and Vehicle Extrication Operations
 Incident Management Systems
 Incident Critique
 Firefighter Fitness
 Streets and Maps
 Paramedic Hybrid Program & Clinical

Fire Prevention Bureau

Ancillary Duties	76
Complaints Received	1
Conferences Held	3
Correspondence	138
Inspections Performed	13
Investigations Conducted	3
Plan Reviews	6
Public Education	2
Burning Permits Issued	12

Personnel

In the month of July, Lt. Andrew Brown and Lt Jeffrey Kalp, along with Equipment Operators Adam Fazenbaker, Lloyd Hardman and Robert Weimer were recognized for their 15 years of service to the Cumberland Fire Department.

Kelsey E. Beckman was hired as a Firefighter/EMT-B recruit on July 6, 2026.

Stephen L. Grogg was appointed Fire Chief on July 7, 2026.

On July 10, 2026, Firefighter/EMT-B recruits Danielle Flanagan, John Kilgallen, Curtis Lammy, Robert Smith and William Spencer passed the National Registry of EMTs (NREMT) cognitive exam on their first attempt and successfully completed the MIEMSS practical examination. Curtis Lammy, Robert Smith and William Spencer were all moved to crews.

Wyatt P. Smith was hired as a Firefighter/EMT-B recruit on July 20, 2026.

Capt. Scott Carlson was promoted to Battalion Chief on July 20, 2026.

Lt. Scott Flaskamp was promoted to Captain on July 20, 2026.

Equipment Operator Jeffrey Teter was promoted to Lieutenant on July 20, 2026.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate



City of Cumberland Department of Police

Monthly Report

July 2026



City of Cumberland Department of Police

Monthly Report

July 2026

Part 1 Crimes for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Aggravated Assaults	3	2	B & E (All)	6	10	Murder	0	0	Rape	2	2
Robbery	4	2	Theft - Felony	1	2	Theft - Vehicle	1	4			

Selected Criminal Complaints for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Theft - Misdemeanor	40	39	Theft - Petty	12	5	Domestic Assaults	19	17	CDS	16	24
Disturbances	137	112	DOP/Vandalism	21	29	Indecent Exposure	0	0	Sex Off - Other	4	3
Suicide	1	0	Suicide - Attmp.	1	0	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	85	74	Assault on Police	2	2	Assault Other	36	34			

Selected Miscellenous Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alcohol Volations	1	2	Juvenile Compl.	13	7	Missing Persons	10	8	School Resource	0	0
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	6	4

Selected Traffic Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
DWI	6	6	Hit & Run	14	11	M/V Crash	60	48	Traffic Stop	183	276

Selected Service Calls for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alarms	32	29	Assist Motorist	27	23	Check Well-Being	136	128	Foot Patrol	124	170
Assist Other Agency	74	58	Bike Patrol	0	18	Special Events	3	2	Suspicious Activity	70	64

Current Incident Status for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Open	19	110	Arrest	198	171	Closed	1846	1990	Suspended	53	41



City of Cumberland Department of Police

Monthly Report

July 2026

Arrests Totals for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
M/V Citations	29	48	M/V SERO	2	3	M/V Warnings	152	230	Arrest on View Adult	26	30
Arrest On Crim. Cit.	22	19	Arrest Summons	31	28	Arrest Warrant Adult	39	45	Adult Crim.	121	133
Arrest Summon (Chrg)	25	20	Arrest Warrant (Chrg)	12	12	Juvenile Crim.	11	10	Arrest on View Juv	9	10
Arrest Warrant JUV	1	0	Emer. Petition	18	13	Fingerprinting	1	0	RunAway & Miss Per.	9	10
Civil Citation	4	11									

Total Incidents Reported :

2025	2026
2,116	2,312

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JULY 2026

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	9 officers
Squad N2	8 officers
C3I/C3IN	6 officers
School Resource	1 officer
CAT Team	0 officers
Academy	3 officers

CIVILIAN EMPLOYEES: 7 full time, 5 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	0 part time** OPEN
MPA Supervisor	0 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	1 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,372.25

YEAR TO DATE (beginning 07/01/26): 1,372.25

COMP TIME USED: 60

YEAR TO DATE (beginning 07/01/26): 60

SICK TIME USED: 109.75

YEAR TO DATE (beginning 07/01/26): 109.75

OVERTIME REPORT

OVERTIME WORKED: 60.25

YEAR TO DATE (beginning 07/01/26): 60.25

HOSPITAL SECURITY: 144.5

YEAR TO DATE (beginning 07/01/26): 144.5

COURT TIME WORKED: 420

YEAR TO DATE (beginning 07/01/26): 420

MUNICIPAL PARKING AUTHORITY (MPA)

JULY 2026

Parking Citations Issued	70
Warnings Issued	95
Vehicles Towed	3

[illegible]

[illegible]

Sanitary Sewer Department Monthly Report



Jul-26

Calls Answered:	7
Service Lines Opened:	3
Owner's Trouble:	4
Traced Lines/ mains	116
Flushed Mains	966ft
Mains Repaired/ Replaced	2-170ft
Sewer Taps Installed	0
Cleaned Catch Basins	51
Cleanouts Installed	4
Televised Sewer Mains	6-1655ft
Televised Sewer Lines	8-255ft
Call Outs/ Overtime	7calls 32hrs
Weekly Check of Overflows, pits, etc....	4

George Chory

Supervisor

Water Usage:

608	6,000	Gals.
605	8,000	Gals.



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
Wednesday, August 5, 2026; 5:33 pm

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

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

A) DISCUSSION REGARDING THE CHOOSE CUMBERLAND RELOCATION PROGRAM

Mr. Silka provided background on how the relocation program is funded by the city and state. While some positives came from this program, the process itself proved cumbersome. He recommends closing this program and ask the granting agency to re-allocate the remaining funds to the Owner-Occupied rehab program before the funding expires. The state mandates the funds be used within the historic/revitalization district.

B) ALLEY DEDICATION DISCUSSION

Councilman Furstenberg suggested the un-named alley between Avondale and Greenway Avenues, behind Fort Hill High School, be named in honor of local

high school and Maryland football legend, Mark Manges. Consensus made to put it on the 8/18/26 meeting agenda.

C) CITY ADMINISTRATOR UPDATES

1. New agenda program module debuts today on the city website. Training sessions are in progress.
2. Mr. Silka announced the dates and criteria to participate in this year's Citizen's Local Government Academy (CLGA). Applications are available on the website.
3. Cumberland Day with Maryland Terrapins football is September 5th. Cumberland's non-profit Main Street program will benefit \$2 from every ticket sold through our website and social media link.

D) REVIEW OF THE PUBLIC MEETING AGENDA OF AUGUST 5, 2026

1. Upcoming retirements
2. Approval of minutes from 7/21/26 work session and regular public meeting
3. Question regarding the subordination agreements under New Business, Consent Agenda, #3, Order 28,107 and #9, Order 28,113 was made. Mr. Cohen explained the subordination process.
4. Mr. Cioni asked for clarification used to verify legitimacy of purchasers who are having property transferred to them under Unfinished Business, Ordinances. Mr. Silka explained the open bid process the city uses.

E) MAYOR AND CITY COUNCIL UPDATES

- Mr. Cioni reported the Parks & Rec committee doesn't meet during the summer.
- Mr. Frazier announced upcoming events associated with JazzFest happening tonight through Saturday.
- Mr. Furstenberg reported the last two weeks of the Levitt Amp concert series have seen record crowds.
- Mr. Lepley said there were over 700 people attending National Night Out last night.

- Mayor Morriss announced other upcoming events including the farmers market tomorrow at Canal Place, a punk festival in addition to the JazzFest and the Chamber Crab Feast. A collaboration with City of Cumberland, City of Frostburg, Allegany College and FSU is starting. He is attending its first meeting this Friday, 8/7/26. As part of the collaboration FSU will bus students to the last Levitt Amp event to introduce them to Cumberland. The skatepark is being utilized regularly and Constitution Park's improvements are complete and it is now ADA compliant. The DDC is working with LBC and the Rotary Club to get veteran's banners displayed along Queen City Drive.

F) ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:05 PM

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: August 5, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

ABSENT:

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

IV. Presentations

A) Recognition of retirements of Jeremy Robison and Johnna Byers

Mayor Morriss recognized Police Sergeant Jeremy Robison (not present) for his 26 years of service.

Mayor Morriss recognized Johnna Byers retirement by reading words provided by Ken Tressler, Director of Administrative Services (not present).

V. Approval of Minutes

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

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

VI. Public Comments – FOR AGENDA ITEMS ONLY

No one signed up.

VII. 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.

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

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

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

2. **Ordinance 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.

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

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

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

3. **Ordinance 4061** (*2nd and 3rd readings*) - authorizing the transfer of 27 N. Lee Street to Zaki Zahaan LLC for the purchase price of \$20,500

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

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

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

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

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

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

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

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

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

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

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

6. **Ordinance 4065** (*2nd and 3rd readings*) - authorizing the transfer of 766 Maryland Avenue to SP Marin Trust for the purchase price of \$560

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

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

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

VIII. New Business

(A) Orders (Consent Agenda)

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

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

IX. Letters/Petitions

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.

X. Public Comments *(Comments are limited to 5 minutes per person)*

Bernie Miltenberger read comments provided by **Sarah Ramsey** (not present) asking for the fluoridation program be suspended until authority legality be proven. Bernie then told his findings of cases where fluoride at certain levels can have a toxic effect on children.

Marc Dinola – signed up to speak but was not present.

Peter Forlifer praised Monday night's National Night Out event and expressed concern regarding a road issue on Braddock Road, heading towards the city past Seton Drive. A dip in the road has gotten worse

over the past 3 years. Asked a bump sign be put up to warn people, specifically out of town visitors.

David Biser brought to Mayor and Council’s attention that the FBI and EPA issued an alert on water system attacks on July 30, 2026. Water systems connected to the internet are at risk. He asked that the city’s IT and water department ensure precautions are in place. **Mayor Morriss** assured Mr. Biser that Cumberland’s water supply is internal and not linked to the internet. **Mr. Silka** spoke that the City’s director of IT security is one of the foremost people in the state. Our cybersecurity is top in the state, CISA awarded, and is secure and in full compliance.

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:52 PM.

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, August 11, 2026; 4:00 PM

On August 11, 2026, the Mayor and City Council met in public session beginning at 4:00 PM in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to consider potential negotiations regarding the Memorial Hospital Project. Authority to close the session is provided by Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland.

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

PRESENT: Raymond M. Morriss, President (by phone); Council Members Richard "Rock" Cioni, Jimmy Furstenberg and Brian Lepley

ABSENT: Council Member Eugene Frazier

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Matt Miller, CEDC Executive Director

No actions were voted upon and the meeting was adjourned at 4:33 PM.



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, August 11, 2026; 4:30 p.m.

PRESENT: Council Members: Richard J. "Rock" Cioni, James Furstenberg, and Brian Lepley

PRESENT BY PHONE: Mayor Raymond Morriss

ABSENT: Council Member Eugene Frazier

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Matt Miller, CEDC Executive Director; Frank Clark, member of public

A) Update on the Cumberland Indoor Athletic Complex Study

Mr. Miller opened the discussion with an update on the feasibility study being conducted jointly by the CEDC and the City of Cumberland. A July 7, 2026 meeting with the steering committee and consultant, Eastern Sports Management, was preliminary in nature and not recommendations. Topics

discussed were project objectives, community priorities, identifying opportunities and constraints, and exploring concepts that warrant further analysis. Eastern Sports Management discussed several facility concepts that need further evaluation. The purpose of the feasibility study is to provide the City and CEDC with the information necessary to determine whether such a project is justified and, if so, what approach would best serve the community while supporting long-term economic sustainability.

B) General CEDC Business Update

Mr. Miller announced the retirement of Stu Czapski as Economic Development Specialist. The CEDC Board of Directors will establish a special committee to conduct a comprehensive review of the position and develop recommendations to ensure the position is aligned with CEDC's strategic priorities and future direction. The position will be posted later in the fall.

CEDC welcomed Sara Schram as a part-time summer intern in June, with her internship ending in a few weeks. Sara's primary assignment has been the Baltimore Street Redevelopment Project.

A future feasibility study for a Discovery Museum for kids is possible. Financial feasibility is the biggest question.

CEDC is offering its assistance to the City for 19 Frederick Street.

With no further business at hand, the meeting adjourned at 5:02 PM

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on _____

ORDINANCE NO. 4066

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF GUY WINTERBERG FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 220 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 220 N. Lee Street, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in the Surplus Round X 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 Guy Winterberg (the "Purchaser") for the sum of Two Hundred Dollars and No Cents (\$200.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Hundred Dollars and No Cents (\$200.00) subject to the following terms and conditions:

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his/her/its/their personal representatives, heirs and assigns (or replace the preceding 5 words with “successors and assigns” if the Grantee is a corporation, LLC, etc.), all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL

BEGINNING

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

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

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:



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

ORDER NO. 28,114

DATE: August 18, 2026

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

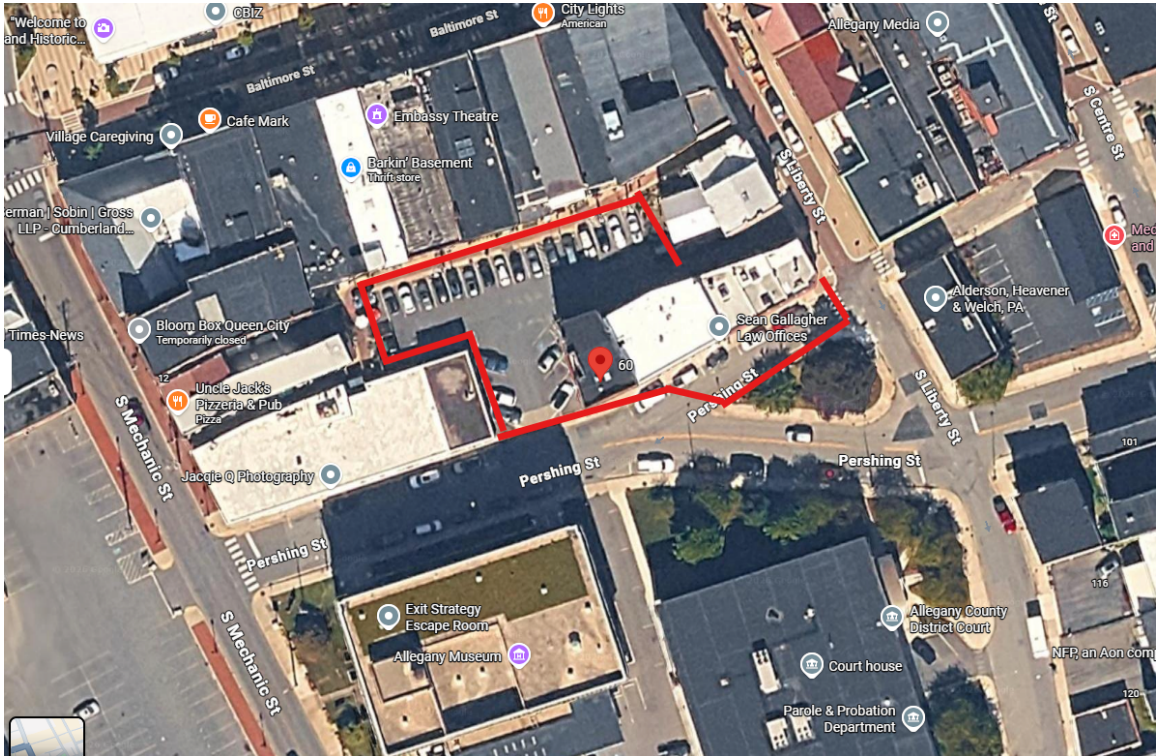
THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Allegany County Chamber of Commerce event "event to be held Wednesday, August 19, 2026 from 5:30 PM until 7:30 PM within the confined area around 60 Pershing Street as shown on the attached map; and

BE IT FURTHER ORDERED, that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

Raymond M. Morriss, Mayor

**Map attached*

OPEN CONTAINER AREA





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

ORDER NO. 28,115

DATE: August 18, 2026

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding (MOU) by and between the Mayor and City Council of Cumberland and the Maryland Criminal Intelligence Network (MCIN) for the Cumberland Police Department to continue to administer the MCIN grant for FY26-FY27; and

BE IT FURTHER ORDERED THAT, this MOU will remain effective until termination of any of the parties hereto after a minimum of thirty (30) days written notice.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

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

Item Title: Memorandum of Understanding with the Maryland Criminal Intelligence Network (MCIN)

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

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the Maryland Criminal Intelligence Network (MCIN) agreeing to continue to administer the MCIN grant focusing on identifying, dismantling gangs and violent networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention intervention and reentry strategies.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

Cumberland City Police Department
(CPD)
Maryland Criminal Intelligence Network (MCIN) Participation Agreement
ADDENDUM
Grant of permission for Collaboration in the Maryland Criminal Intelligence Network Initiative

The Cumberland Police Department continues to administer the Maryland Criminal Intelligence Network (MCIN) Grant, the new MCIN Initiative shall focus on identifying, disrupting, and dismantling gangs and violent networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention intervention, and reentry strategies.

The program, in addition to aggressively tracking offenders, will concentrate on controlled dangerous substances within Cumberland and adjacent areas of Allegany County. The initiative will continue to utilize an integration model of multi-agency collaboration with federal, state, and local law enforcement agencies, public safety agencies, and community partners.

The program will entail a variety of initiatives across several disciplines to make neighborhoods more secure and attractive and their residents safer. Grant funds will be obligated for contractual salaries, personnel services, overtime for increased manpower within allied agencies and the Allegany County Narcotics Task Force (ACNTF). These same funds will be utilized to execute search and seizure warrants and perform arrest warrant sweeps. Additionally, these funds will support: crime reduction patrols, targeted enforcement, and intelligence gathering/analysis, apprehension of violent criminals, emerging technologies, and streamlines information sharing to address gang and drug trafficking.

In accordance with MCIN Grant the following agencies are considered partners in the initiative:

- Allegany County Sheriff's Office
- Maryland State Police, Cumberland Barrack
- Maryland Department of Public Safety & Correctional Service - Division of Parole and Probation
- Frostburg City Police Department
- Allegany County State's Attorney Office
- Maryland, Area Health Education Center (AHEC) West

MCIN Grant Conditions: This agreement is limited to assisting the Cumberland Police Department in an overtime capacity by supporting crime reduction patrols, increase warrant apprehensions, targeted enforcement, and intelligence gathering/analysis, apprehension of violent criminals, and streamlines information sharing to address gangs, use of firearms, drug trafficking, human trafficking, and other violent criminal activity.

MCIN Assignment : The Cumberland Police Department shall conduct Arrest Warrant Sweeps for apprehension, together with street interdiction, intelligence meetings, gathering and analysis of intelligence information.

These assignments will be on an overtime basis, without indirect costs to any agency associated with the assignment. The Cumberland Police Department shall administer the grant activities and coordinate the assistance of allied agencies involved in this limited collaboration.

Each participating allied agency shall from time to time, manpower permitting, provide assistance to the Cumberland Police Department with the assignment of personnel to support the MCIN initiative.

The **Allegany County Sheriff's Office**, a partner since 2012, shall continue to share arrest warrant data and provide manpower, when appropriate, to meet the MCIN grant project objectives on identifying, disrupting, and dismantling gangs, violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, and human trafficking.

The **Maryland State Police** shall provide assets from its SOG Unit Special Operation Group. Also at our disposal would be MSP Special Operation Personnel which includes K-9 assistance. The MSP Cumberland Barrack is willing to provide coordination for these services, data tracking, additional manpower, while providing secondary administrative support to the MCIN Grant Coordinator. All MSP provided to this initiative will be supplemental to MCIN operations as manpower permits.

Maryland Department of Public Safety and Correctional Service, Division of Parole and Probation, shall participate with the Drug Abatement Response Team (DART), within the MCIN Model, to include the assignment of a parole and probation agent as part of the agent's regular duties. This team would be responsible for conducting home contacts with individuals who have overdosed on heroin and other controlled dangerous substances in the City of Cumberland.

The Frostburg City Police Department

Shall participate in joint interdiction operations, targeted enforcement initiatives, and coordinated crime reduction efforts in support of MCIN grant objectives. Frostburg City Police Department will collaborate with the Cumberland Police Department and other partner agencies in intelligence sharing, warrant service, and proactive policing strategies targeting violent offenders and drug trafficking networks.

Frostburg City Police Department, along with other allied agencies, may utilize a shared overtime funding allocation (not to exceed \$15,000 collectively) to support participation in MCIN-related operations. All overtime usage must align with approved grant activities and be coordinated through the Cumberland Police Department MCIN Program.

Allegany County State's Attorney Office

Shall support the MCIN initiative through prosecutorial efforts associated with investigations and enforcement actions generated under the grant. This includes coordination with law enforcement agencies on case development, charging decisions, and prosecution of offenses related to drug trafficking, firearm violence, human trafficking, and other violent criminal activity.

The grant will fund an MCIN-designated prosecutor to assist in the review, preparation, and prosecution of cases stemming from MCIN operations. This position enhances the effectiveness of enforcement efforts by ensuring timely and coordinated legal action in support of grant objectives.

Maryland, Area Health Education Center (AHEC) West

The MCIN Grant revisions have greatly improved the identifying and targeting of drug offenders and the reduction of crime. The city of Cumberland and Allegany County have continuously worked to address this heroin and opioid epidemic. In fact, a Memorandum of Understanding (MOU) to share heroin intelligence data and investigative reports to the Washington/Baltimore High Intensity Drug Trafficking Area (W/B- HIDTA) has enabled the tracking of known and unknown individuals involved in critical drug-trafficking activities.

Although drug trafficking, heroin addiction, and opioid deaths will not be completely abated by arrests and incarcerations alone, this component coupled with increased investigation and intelligence gathering will be effective tools to address the heroin and opioid epidemic.

Pursuant to this Addendum, the Cumberland Police Department MCIN Program will coordinate:

- Notification of Grant Assignments to each participating agency
- Sharing Information and Intelligence Data with each agency
- Organize available manpower and resources for each grant assignment
- The overtime data related to the MCIN Grant

The Addendum shall have no other effect on any existing Cumberland Police Department or participating agencies policies and procedures. All parties to this addendum will treat data and assignments in a manner consistent with its normal operating principles. All participants in this Initiative will be subject to their agency's rules, policies and procedures.

This Addendum will become effective FY2026-FY2027 and will remain effective until termination of any of the parties hereto after a minimum of 30 days written notice.

IN WITNESS WHEREOF, the parties hereto caused this Addendum to be executed by the proper officers and officials.

James Pyles Chief of Police
Cumberland Police Department

Date: _____

MCIN-ODAC Grant : MCIN-2027


James F. Elliott
State's Attorney Allegany County, MD

Date: 7/9/26


Craig A. Robertson
Allegany County Sheriff Department

Date: 7.20.26


L. J. Robertson 3/26
Maryland State Police, Cumberland Barrack

Date: 4/21/2026


Nicholas J. Costello Chief of Police
Frostburg Police Department

Date: 07/21/2026


Melissa Clark Associate Director
AHEC West

Date: 7/27/26


Michael A. Jackson
Maryland State Police

Date: 5/5/2426



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

ORDER NO. 28,116

DATE: August 18, 2026

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

THAT, the Chief of Police be and is hereby authorized to execute an Agreement by and between the Mayor and City Council of Cumberland and the Allegany County State's Attorney's Office for a contribution of Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00) to offset a portion of an employee benefit expense incurred by the City, specifically Sydney Gose, Crime Analyst for the City.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

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

Item Title: Agreement with the Allegany County State's Attorney's Office for Contribution Toward Employee Benefit

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

Authorize the Chief of Police to enter in to an Agreement with the Allegany County State's Attorney's Office for a \$17,500 contribution to offset a portion of an employee benefit expense incurred by the City specifically for Sydney Gose, Crime Analyst for the City.

Amount of Award: \$17,500

Budget number:

Grant, bond, etc. reference:

AGREEMENT FOR CONTRIBUTION TOWARD EMPLOYEE BENEFIT

This Agreement ("Agreement") is entered into as of the ____ day of _____, 2026, by and between the Office of the State's Attorney for Allegany County, Maryland ("State's Attorney"), and the City of Cumberland, Maryland ("City").

RECITALS

WHEREAS, the State's Attorney and the City cooperate in the administration of criminal justice and law enforcement activities within Allegany County; and

WHEREAS, the City employs personnel whose services support these cooperative efforts; and

WHEREAS, the parties desire for the State's Attorney to provide financial assistance to the City to offset a portion of an employee benefit expense incurred by the City. Specifically, Sydney Gose, Crime Analyst for the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Contribution

The State's Attorney agrees to contribute the sum of **Seventeen Thousand Five Hundred Dollars (\$17,500.00)** to the City.

2. Purpose

The funds provided under this Agreement shall be used solely by the City to pay or reimburse an employee benefit expense for a City employee, specifically, Sydney Gose, in accordance with applicable law, budgetary authority, and City policies.

3. Payment

The State's Attorney shall remit payment to the City on a bimonthly basis after receipt of an invoice from the City.

4. Use of Funds

The City agrees that the funds received under this Agreement shall be used exclusively for the purpose described in Section 2 and shall be accounted for in accordance with generally accepted governmental accounting principles.

5. Records

The City shall maintain records documenting the expenditure of the funds for a period of three (3) years following receipt and shall make such records available for inspection upon reasonable request by the State's Attorney, subject to applicable law.

6. Compliance with Law

Each party shall comply with all applicable federal, state, and local laws, regulations, and policies in carrying out this Agreement.

7. No Partnership

Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or agency relationship between the parties.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior oral or written agreements relating thereto.

9. Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

10. Governing Law

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

11. Effective Date

This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

OFFICE OF THE STATE'S ATTORNEY FOR ALLEGANY COUNTY, MARYLAND

By: _____

By: _____

Name: _____

Name: _____

Title: State's Attorney

Title: City Administrator

Date: _____

Date: _____

CITY OF CUMBERLAND, MARYLAND

CITY OF CUMBERLAND, MARYLAND



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

ORDER NO. 28,117

DATE: August 18, 2026

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Family Crisis Resource Center (FCRC) to provide police overtime in the amount not to exceed Twenty Four Thousand Dollars and No Cents (\$24,000.00) for providing security at the FCRC during supervised visitation and exchange.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

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

Item Title: FCRC Safe Haven Security MOU

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$24,000, providing security at the Family Crisis Resource Center (FCRC) during supervised visitation and exchange.

Amount of Award: \$24,000

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING

between

FAMILY CRISIS RESOURCE CENTER, INC.

146 Bedford Street
Cumberland, MD 21502

and

CUMBERLAND POLICE DEPARTMENT

20 Bedford Street
Cumberland, MD 21532

Through grant monies made available from Allegany County Circuit Court Family Services and County United Way, the **Family Crisis Resource Center, Inc. (FCRC)** agrees to pay the **Cumberland Police Department** to provide security for supervised visitation and exchange. The grant award period is July 1, 2026 through June 30, 2027. This is a cost-reimbursement contract that provides payment to the vendor of an agreed fixed amount as follows:

5. Overtime hours not to exceed \$24,000.00
6. Consultant Rate is limited to \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval.

Cumberland Police Department agrees to provide the following law enforcement services:

3. Security during supervised visits and exchanges for FCRC's Allegany Safe Haven Program.

As a sub-contractor, **Cumberland Police Department** agrees to submit reports and invoices (including overtime vouchers and receipts) for the above stated services on a monthly basis. Deadlines for the monthly reports and invoices are the 5th of the following month. For example, the invoice for law enforcement services for December needs to be submitted to FCRC by January 5th.

FCRC agrees to remit reimbursement on a monthly basis after the above services are rendered and related reports/invoices are submitted, based on actual costs, not to exceed the above budgeted amount of \$24,000.00

The activities of this agreement must be completed by June 30, 2027.

Chief James R. Pyles
Cumberland Police Department

Date

Rhonda Pick
Executive Director
Family Crisis Resource Center, Inc.

8/6/26
Date



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

ORDER NO. 28,118

DATE: August 18, 2026

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Federal Correctional Institution Cumberland (FCI) to utilize FCI's training facilities, including the Staff Training Center Classroom and the Connex Box Training Area; and

BE IT FURTHER ORDERED THAT, this agreement shall become effective upon the date of the last signature and shall remain in effect for a period of two (2) years unless terminated sooner by mutual consent or by either party providing thirty (30) days advanced written notice to the other party.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

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

Item Title: Memorandum of Understanding with the Federal Correctional Institution Cumberland (FCI)

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

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the Federal Correctional Institution Cumberland (FCI) to utilize FCI's training facilities including the Staff Training Center Classroom and the Connex Box Training Area.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTION
CUMBERLAND, MARYLAND**

AND

CUMBERLAND POLICE DEPARTMENT

FOR USE OF FCI CUMBERLAND'S TRAINING AREA

Pursuant to authority contained in 18 U.S.C. § 4042 (a)(4), and the Intergovernmental Personnel Program, 42 U.S.C. Chapter 62 (§ 4701 *et seq*), this Memorandum of Agreement ("MOA" or "Agreement"), is hereby entered into by and between the United States Department of Justice, Federal Bureau of Prisons ("BOP"), Federal Correctional Institution Cumberland herein after referred to as "FCI Cumberland" and the Cumberland Police Department, who hereby agree as follows:

I. PURPOSE:

- A. This Agreement is intended to establish procedures and responsibilities of each agency for Cumberland Police Department staff to use FCI Cumberland's training area.
- B. This Agreement supersedes any existing written or oral agreements between parties covering use of the training area.
- C. This Agreement shall not affect any prior independent relationships between the parties or any other subject, or with any third party or parties.

II. SCOPE:

- A. The FCI training facilities available for Cumberland Police Department use are the Staff Training Center Classroom and the Connex Box Training Area.
- B. The employees of, and agents acting on behalf of the Cumberland Police Department, having access to the facilities, will be limited to

certified law enforcement officers employed by the Cumberland Police Department.

- C. The FBI also has investigative responsibility for criminal activities at FCI Cumberland, to include hostage situations or similar incidents, under Title 18, U.S.C. Sections 1791 and 1792 (Providing or Possessing Contraband in Prison; Riot Prohibited) and Title 18, U.S.C., Section 1203 (Hostage Taking).

III. DEFINITIONS:

- A. Certified instructor: an individual who has successfully completed a course of training establishing that individual as having sufficient expertise so as to safely instruct individuals under their supervision to become proficient on the equipment or techniques for which the instructor is certified by recognized certifying source, school, or agency.

IV. RESPONSIBILITIES:

- A. FCI Cumberland shall:

1. Upon the written request of the Cumberland Police Department, FCI Cumberland shall permit the Cumberland Police Department to use FCI Cumberland's training area, subject to availability and in accordance with the terms and conditions set forth in the Agreement. FCI Cumberland reserves the right to exclude any Cumberland Police Department participant from using the training area at any time. The approval of the request will be based upon the availability of the training area, so as not to conflict with FCI Cumberland's training needs or prior reservations.
2. Provide to Cumberland Police Department and update as necessary the names and telephone numbers for contact persons at FCI Cumberland designated by the FCI Cumberland Warden, or his/her designee, to be responsible for approving and scheduling all training area activities.
3. Provide notice to Cumberland Police Department as soon as practicable after circumstances arise that would prevent a scheduled use of the training area by Cumberland Police Department staff.
4. Appoint an escort officer to be present at the training area during its use by FCI Cumberland.

- a. The presence of the escort officer is solely for escort purposes. The escort officer is not responsible for inspecting the facilities prior to use of the facilities by Cumberland Police Department, or for instructing or supervising Cumberland Police Department staff on the safe and proper use of the facilities.
 - b. The escort officer is responsible for notifying the Control Center that Cumberland Police Department staff are in place and ready to commence use of the training area. Only after the Control Center has documented this notification is the FCI Cumberland authorized to use the training area.
5. Instruct the Cumberland Police Department Training Coordinator on the proper inspection and safe use of the training area, including types of weapons and ammunition that may be used.

B. Cumberland Police Department shall:

1. Supply its own equipment.
2. Schedule use of the training area through FCI Cumberland's Emergency Preparedness Officer by submitting a written request to use the training area 30 days in advance of the desired training.
3. Follow the procedures and meet all requirements outlined in the FCI Cumberland's Institution Supplements provided by the FCI Cumberland's staff.
4. Designate at least two employees of the Cumberland Police Department, one being the Training Coordinator, who shall:
 - a. Prior to each Cumberland Police Department use of the training area:
 - i. Conduct an inspection, consistent with previous BOP instructions, to ensure the facilities are safe and proper for use by Cumberland Police Department employees. If a defect or hazardous condition is discovered, the facilities shall not be used and the defect or hazardous condition shall be

reported immediately to the FCI Cumberland escorting staff member.

- ii. Ensure that all Cumberland Police Department staff desiring to use the training area sign a Waiver of Liability Form, which is attached and incorporated herewith as Attachment A.
 - iii. Complete the top portion of the Training Coordinator Acknowledgement Form, which is attached and incorporated herewith as Attachment B and submit to FCI Cumberland's escort officer.
 - iv. Complete the Training Area Instructions, which is attached and incorporated herewith as Attachment C.
- b. Accompany all Cumberland Police Department staff during use of the training area and instruct Cumberland Police Department staff on the safe and proper use of the facility.
 - c. Upon completion of the Cumberland Police Department use of the training area:
 - i. Ensure that all equipment is removed safely from the training area
 - ii. Comply with all environmental law, regulations, and policy governing use of the training area contribute funds to any necessary subsequent environmental clean-up attributed to Cumberland Police Department use of the training area.

V. GENERAL PROVISIONS:

A. PERIOD OF AGREEMENT/TERMINATION:

- 1. This Agreement shall become effective upon the date of last signature of the authorized officials for both parties, as designated below, and shall remain in effect for a period of two (2) years, unless terminated sooner by mutual consent of both parties, or by either party providing 30 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.
- B. **MODIFICATION PROCEDURES:** Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.
- C. **ANTI-DEFICIENCY ACT:** Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.
- D. **SURVIVAL AND SEVERABILITY:**
1. The provisions of this Agreement that require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.
 2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.
- E. **LIABILITY AND INDEMNIFICATION:** The Cumberland Police Department shall be solely responsible for any administrative actions and/or litigation arising from the use of the training area by Cumberland Police Department employees. Neither party agrees to insure, defend, or indemnify the other party. Each party is responsible for any liability arising from its own conduct; each party shall cooperate with the other party in the investigation and resolution of claims arising from the agreement; and neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party, e.g., a natural or man-made disaster.
- F. **DISPUTE RESOLUTION:** In the event of a dispute between the parties, the parties agree that they shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- G. **THIRD PARTY CLAIMS:** This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.
- H. **FINANCIAL RESPONSIBILITIES:**

1. Each party is responsible for their own costs in implementing this Agreement, except for associated cleanup costs as stated above, except for associated cleanup costs as stated above.
2. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, by obligating the BOP to any expenditure or obligation of funds in excess of or in advance of appropriations.

IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed theirs on behalf of the Federal Bureau of Prisons, FCI Cumberland, and the Cumberland Police Department:

For the Cumberland Police Department

James Pyles, Chief of Police
Cumberland Police Department
Cumberland, Maryland

Date

For the Federal Bureau of Prisons:

Submitted:

M. J. Bayless

7/1/26

Date

M. J. Bayless, Warden
FCI Cumberland
Cumberland, Maryland

Kathy Cole
Chief
Field Acquisition Office

Date



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

ORDER NO. 28,119

DATE: August 18, 2026

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that have been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and/or equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in, recycle or scrap:

Department	Description	VIN No.
Police	2015 Ford Interceptor Sedan	1FMHP2MK4FG105025
Police	2015 Ford Interceptor Sedan	1FMHP2MK8HG122863
Police	2015 Ford Interceptor Sedan	1FMHP2MK0FG105021
Police	2015 Ford Interceptor Sedan	1FMHP2MK6HG122862
Police	2014 Jeep Patriot	1C4NJRBB0ED546481

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

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

Item Title: Surplus vehicles

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

Recommendation to declare the following Cumberland Police Department Vehicles surplus for sale or trade:

Unit #15 (2015 Ford Interceptor Sedan, Vin# 1FMHP2MK4FG105025)

Unit #22 (2015 Ford Interceptor Sedan, Vin# 1FMHP2MK8HG122863)

Unit #24 (2015 Ford Interceptor Sedan, Vin# 1FMHP2MK0FG105021)

Unit #18 (2015 Ford Interceptor Sedan, Vin# 1FMHP2MK6HG122862)

Unit #28 (2014 Jeep Patriot, Vin# 1C4NJRBB0ED546481)

Amount of Award:

Budget number:

Grant, bond, etc. reference:



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

ORDER NO. 28,120

DATE: August 18, 2026

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

THAT, the Mayor be and is authorized to execute a sole source agreement with Perfect Reflections, 10035 Shortest Day Road NW, Cumberland, MD 21502 for the downtown maintenance, trash and snow removal of the Cumberland DDC area in an amount not to exceed Three Thousand Four Hundred Thirty Two Dollars and No Cents (\$3,432.00) per month for a total annual cost not to exceed Forty One Thousand One Hundred Eighty Four Dollars and No Cents (\$41,184.00)

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 18, 2026

Key Staff Contact: Ed Huber, DDC

Item Title:

Downtown Development Commission Maintenance Services Agreement

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

An order authorizing the master service agreement between the City of Cumberland Downtown Development Commission and Perfect Reflections for the downtown maintenance, trash and snow removal at a fixed cost of \$3,432 per month. Recommended renewal as a sole source in consideration this was recently bid and awarded in the previous 12 months.

DESCRIPTION OF SERVICES:

1. Sidewalk Cleaning & Washing

Routine scrubbing with brushes and surface appropriate cleaning solutions will be used to remove dirt, stains, and debris on brick surfaces. Pressure washing will be used on asphalt or concrete surfaces to clean and remove dirt buildup.

2. Trash and debris removal

Emptying of trash receptacles twice weekly, monitoring of receptacles to be sure there is no overflow, removal of litter, waste, and debris from streets, sidewalks, and parklets

3. Weed Control

Regular removal of weeds growing along sidewalks, curbs, and cracks using weed eaters or manual tools. Grass cutting in triangle area in front of Cartridges Galore.

4. Snow Removal

Timely clearing of snow from sidewalks during the winter months using shovels, snow blowers, and small tractor.

5. Support for local vendors and businesses

Addressing emergency needs as they arise, such as broken glass or vandalism.

Compensation:

Description	Estimated hours/Week	Hourly Rate	Weekly Total	Annual Total (52 Weeks)
Routine sidewalk cleaning, trash removal, weed control	24*	\$33	\$792	\$41184
Snow and ice removal*	Variable	\$33	\$TBD	\$TBD
Total Estimated Annual/Monthly Cost				\$41184 annually/\$3432 monthly (not including extra snow removal hours or routine hours requested by DDC)

Notes:

*Routine Maintenance: The proposed flat rate includes all standard downtown maintenance activities such as sidewalk sweeping, trash collection, weed removal, and general upkeep for up to 24 hours per week.

*Additional Services: Any hours requested by the DDC that exceed 24 hours per week will be billed at \$33 per hour.

*Snow and Ice Removal: Snow removal will be billed at \$33 per hour. If snow removal occurs within the allotted 30 weekly hours, it will be included in the flat rate. Any hours exceeding the 24-hour base will be billed at the snow rate.

Consumable Reimbursements: Costs for consumable materials (e.g., fuel, trash bags, cleaning supplies) will be invoiced monthly with itemized receipts.

Payment Terms:

A flat monthly rate of \$3432 will be billed for standard services. Invoices will be submitted on a monthly basis, itemized by service category and hours performed, and are due within 30 days of the invoice date. This rate includes business insurance coverage for Perfect Reflections, staff wages, payroll taxes, and transportation required to perform the contracted work.



Perfect Reflections

Window Cleaning, Pressure Washing & Janitorial Services

DATE: JULY 1, 2026

10035 Shortest Day Rd NW, Cumberland, MD 21502

240-285-6831

quentinderry@outlook.com

TO The Cumberland Downtown
Development Commission (DDC)

Executive Summary

For this proposal, Perfect Reflections will provide comprehensive pedestrian area maintenance services for the designated downtown district. Our scope includes sidewalk cleaning, stain removal, weed control, trash collection, and snow removal. At this time, we will decline to bid on the stage and event services component.

Proposed Services and Anticipated Outcomes

Overview of Services

1. Sidewalk Cleaning & Washing
Routine scrubbing with brushes and surface appropriate cleaning solutions will be used to remove dirt, stains, and debris on brick surfaces. Pressure washing will be used on asphalt or concrete surfaces to clean and remove dirt buildup.
2. Trash and debris removal
Emptying of trash receptacles twice weekly, monitoring of receptacles to be sure there is no overflow, removal of litter, waste, and debris from streets, sidewalks, and parklets
3. Weed Control
Regular removal of weeds growing along sidewalks, curbs, and cracks using weed eaters or manual tools. Grass cutting in triangle area in front of Cartridges Galore.
4. Snow Removal
Timely clearing of snow from sidewalks during the winter months using shovels, snow blowers, and small tractor.
5. Support for local vendors and businesses
Addressing emergency needs as they arise, such as broken glass or vandalism

Anticipated Outcomes

Enhanced curb appeal that is visibly cleaner and more welcoming

Improved public safety through proactive, routine maintenance

Positive community impact that encourages foot traffic and business activity

Reliable service delivery through consistent performance

Perfect Reflections is a local business, rooted in Cumberland Maryland, and we take pride in beautifying our local area, especially the recently redeveloped Baltimore Street area. We have over 10 years in janitorial maintenance experience and have established relationships with many local citizens and businesses. We view growth in our community as vital to the future of Western Maryland and take seriously any role we have in the upkeep and cleanliness of our region.

Company Profile

Perfect Reflections was established in 2015 as a sole proprietorship owned by Evertio “Quentin” Derry. The business address is 10035 Shortest Day Rd NW Cumberland MD 21502. The owner may be reached by phone at 240-285-6831 or by email at quentinderry@outlook.com.

Perfect Reflections became a single member owned LLC in 2021. We service Garrett and Allegany counties in Maryland. Besides the owner, the business employs a team of 4 part time employees and 3-4 contracted workers.

Established to meet the growing need for reliable, detail-oriented property maintenance services, Perfect Reflections specializes in a full range of janitorial services. Our business is built on three principles: quality workmanship, reliability, and integrity. Over the years, we have earned a strong reputation with local businesses and residents by delivering clean, professional results- on schedule and with clear communication.

All staff members are trained in safety procedures, public interaction, and best practices to ensure quality and professional results. Our team is dedicated to maintaining a clean, safe, welcoming environment for residents, visitors, and local businesses. We understand the DDC’s need for professionalism and consistency and are committed to perform all work with the highest standards of quality and accountability. We will approach this project with emphasis on efficient scheduling, thorough cleaning methods, and clear communication with DDC and city staff to ensure all needs are met effectively and in a timely manner.

As a small business rooted in Cumberland, Perfect Reflections is committed to supporting local revitalization efforts and maintaining a welcoming downtown environment. We take pride in helping maintain spaces that the community enjoy and view it as a privilege to have a part in keeping our community clean.

By choosing Perfect Reflections to partner with the DDC, the downtown historic district of Cumberland, Maryland will gain a dependable, trustworthy partner who values the city’s image as much as its residents do.

Relevant Experience

Perfect Reflections has extensive experience maintaining high-traffic pedestrian areas, storefronts, and public walkways. Present and past experience includes:

Allegany County Library System, 2016- present

Providing general janitorial and maintenance services, including snow removal for sidewalk areas for all county libraries and any necessary repairs to public and pedestrian areas.

The Rosenbaum, 2025 to present

Provide general cleaning services for lobby area of hotel and public restrooms

Veterans Administration Outpatient Clinic, 2025 to present

Provide extensive cleaning services for high traffic medical office

Frostburg Main St 2015 to present

Worked for various businesses along Frostburg, MD Main Street to clean windows and provide an inviting storefront

Frostburg Plaza, 2016-2024

Duties included trash removal services, picking up of litter and waste in the plaza walkways and parking lot, cleaning of windows, leaf blowing and removal, pressure washing store fronts and sidewalks, checking vacant stores for problems or necessary repairs

Paragon Inc, 2019

Duties included pressure washing large concrete areas of a newly constructed Google data center in Sterling, VA with roughly 100k square feet of surface

Western Maryland Scenic Railroad, 2016-2018

Provided general cleaning services for scenic train cars that were heavily used by the local community and tourists

Project Approach and Methodology

General Approach

Perfect Reflections will approach this contract with a focus on consistency, efficiency, and communication. Our team understands that the appearance and safety of downtown Cumberland's historic district are a high priority and vital to the growth and future development of our city. We will implement a structured maintenance program that is designed to keep all assigned areas clean, safe, and attractive throughout the year.

Our project approach combines scheduled maintenance, proactive problem-solving, and responsive service to ensure all expectations of the DDC are met and/or exceeded.

Work Planning and Scheduling

- Services will be provided on a set, minimum schedule of 20 hours per week with flexibility to provide up to 30 hours of service.
- The schedule will remain flexible with priority given to cleanup for special events, weather events requiring snow removal during the winter season, and any emergencies or high priority items that may arise. Remaining hours will be used for regular, daily and weekly maintenance items.

Communication and Reporting

- Quentin Derry, owner of Perfect Reflections, will serve as the primary contact for the DDC to ensure, clear consistent communication.
- Crews will maintain daily service logs summarizing completed tasks, conditions observed, and any special concerns or items that were addressed
- Any maintenance issues identified outside of routine service will be communicated immediately for timely resolution.

Quality Control and Supervision

- Supervision of all maintenance items will be performed on a regular, weekly basis by the owner or a designated lead
- All tasks will be tracked using checklists to verify completion and quality
- Feedback from the DDC will be used to adjust methods, improve scheduling, and maintain accountability

Staffing and Safety

- Adherence to OSHA and local safety regulation will be followed at all times, with a safety first approach to all tasks
- Use of PPE and high visibility clothing will be required at all times
- Safety concerns will be immediately conveyed to the Perfect Reflections owner, or designated team lead so that the concerns can be addressed and preventative measures can be incorporated right away

Equipment and Materials

- DDC provided equipment that is stored at the George St parking garage will be used for required tasks. DDC will also provide any required ice melt, trash bags, etc.
- Maintenance, refueling, repair, and required insurances of DDC owned equipment are the sole responsibility of the DDC
- Maintenance, repair, and required insurances of equipment owned by Perfect Reflections is the sole responsibility of Perfect Reflections.

Methodology for Key Tasks

- Sidewalk Cleaning: Power washing of concrete and asphalt areas will be performed as needed. Cleaning of bricks will be performed using brushes and other tools to remove dirt, gum, and debris.
- Weed control: Weed eaters may be used for large areas of weeds. Weeds growing between cracks, bricks, and curbs will be manually removed using tools as needed
- Trash collection: Daily removal of litter from sidewalks, planters, and around trash receptacles. Twice weekly removal of trash from cans.
- Snow removal: Snow removal from sidewalks will be done using shovels, snow blowers, and/or the small tractor stored at the DDC. Utmost care will be used so as to not damage any surfaces, especially brick surfaces.

Key Personnel

Perfect Reflections operates with a streamlined and efficient management structure that ensures all communication and decision-making remain local and responsive. Oversight and quality control is handled directly by the owner, ensuring accountability and consistency across all operations.

Perfect Reflections Staff

The following staff members will have a key role in the DDC Maintenance position:

- **Evertio “Quentin” Derry, owner of Perfect Reflections and supervisor of DDC Maintenance position**
Responsible for contract oversight and point of contact for DDC. As a hands on owner, Quentin will be actively involved in operations to ensure all tasks meet DDC standards. Completed OSHA 10 certification. Over 10 years experience in various cleaning projects of a specialized nature, including high pedestrian areas such a plazas, medical offices, and libraries. Will be responsible for regular communication with the DDC.
- **Garrett Callahan, maintenance technician**
Responsible for daily and weekly tasks and reporting checklists and daily summary list to owner in a timely manner. Required to report any items of special concern or safety immediately. He has been our main employee tasked with the temporary DDC maintenance position since October 2025. Reports to owner on a daily basis.
- **Kristen Derry, team lead**
Responsible for maintaining checklists and summary lists and actively checking them to be sure of completion. May also be used for quality control checks and inspections as needed. Required to maintain weekly schedule and report any scheduling concerns to owner immediately. Experience includes managing and scheduling a team of up to 15 people and currently does quality control checks and checklists for current contracts. Reports to owner on a daily basis.

Staffing Plan

The DDC Maintenance position will be primarily performed by the Perfect Reflections staff listed above with adjustments or additions made as scheduling requires. We expect a work schedule of 20-30 hours per week, adjusted per employee based on DDC needs and seasonally adjusted to accommodate weather events, special events, or emergencies. Staff will be available for additional hours as needed.

Sample Projects

1. Perfect Reflections is currently under contract with the Allegany County Library System for maintenance work at each of the 6 library branches. Such maintenance work includes snow removal from sidewalk areas.

We use a team of three people to remove snow using snow blowers and shovels as needed through the winter season. This has enabled us to gain the experience necessary for snow removal for high pedestrian city and town environments. We have been performing these services for 5 years and have learned over this time span of the necessary adjustments needed to keep sidewalks clean during the winter season. We continue to make adjustments due to the varied nature of winter weather in our region.

2. Perfect Reflections was responsible for the upkeep of pedestrian and traffic areas of the Frostburg Plaza from approximately 2016-2024. This is a high traffic shopping plaza that includes storefronts, sidewalks, and parking for a large amount of vehicles.

Responsibilities included:

- weekly trash collection of litter and debris from the sidewalk areas, parking lot, and rear area of the plaza
- leaf blowing and sweeping of sidewalks to keep areas clean
- regularly checked the plaza for damage, issues, or concerns that needed to be reported to the holding company located outside Philadelphia, PA
- pressure washing annually of sidewalk and brick storefronts
- window cleaning of exterior store fronts
- general repairs and maintenance that needed performed
- on call for any emergencies that would arise needing immediate attention

This similar work project has prepared Perfect Reflections for clean up and maintenance required for the DDC Maintenance position. We have first hand knowledge and experience dealing with high pedestrian areas and of the need for daily attention to keep areas clean and safe. This has enabled us to train and prepare staff for the needs and requirements of high pedestrian city environments.

Client References

1. Lisa Mckenney, Director, Allegany County Library System
Phone: 301-777-1200 x1007
Email: lmckenney@alleganycountylibrary.info

Description of services provided: General cleaning and maintenance of the six Allegany County Library System branches.

2. Christopher Hendershot, CG Enterprises LLC
Phone: 301-876-1022
Email: chris@cgenterprisesllc.com

Description of services provided: General cleaning of the hotel lobby and bathrooms at the Rosenbaum on Baltimore Street.

3. Shannon Whisenand, Hamilton Relay
Phone: 225-291-4500
Email: Shannon.Whisenand@hamiltonrelay.com

Description of services provided: General cleaning of the Hamilton Relay call center in Frostburg Maryland

Timeline and Deliverables

Project Start-Up

Upon contract award, Perfect Reflections will initiate services promptly according to the DDC's requested start date.

Initial Start-Up Deliverables (within first two weeks):

- Coordination meeting with DDC to confirm service areas and priorities
- Review of communication protocols and reporting expectations
- Inspection of service areas to establish baseline conditions
- Finalization of weekly maintenance schedule

Ongoing Service Schedule

Services will be performed on a recurring weekly basis, up to 30 hours per week, or more as mutually agreed upon between Perfect Reflections and the DDC. Expected services by season found below:

Season	Primary Activities	Frequency	Goal
Spring (March-May)	Power washing, stain removal, weed control, trash collection	Weekly + as needed	Deep cleaning from winter dirt buildup in preparation for tourism season
Summer (June-August)	Routine sweeping, trash pickup, spot washing, weed control, lawn maintenance	Weekly + as needed	Maintain cleanliness during peak foot traffic
Fall (September-November)	Leaf and debris removal, sidewalk washing, weed control and cleanup	Weekly + as needed	Increased debris control from fall foliage
Winter (December-February)	Snow and ice removal, trash pickup, limited washing	Weekly + as needed	Maintain safe pedestrian passage during winter months

Cost Breakdown

Overview

Perfect Reflections proposes to perform all services outlined in this RFP (excluding stage setup and event support) for the DDC on a fixed hourly basis, inclusive of labor, supervision, and overhead costs. Pricing reflects the level of service quality, responsiveness, and consistency required to maintain the city's historic downtown environment year-round.

Cost Summary

Description	Estimated hours/Week	Hourly Rate	Weekly Total	Annual Total (52 Weeks)
Routine sidewalk cleaning, trash removal, weed control	24*	\$33	\$792	\$41184
Snow and ice removal*	Variable	\$33	\$TBD	\$TBD
Total Estimated Annual/Monthly Cost				\$41184 annually/\$3432 monthly (not including extra snow removal hours or routine hours requested by DDC)

Notes:

*Routine Maintenance: The proposed flat rate includes all standard downtown maintenance activities such as sidewalk sweeping, trash collection, weed removal, and general upkeep for up to 24 hours per week.

*Additional Services: Any hours requested by the DDC that exceed 24 hours per week will be billed at \$33 per hour.

*Snow and Ice Removal: Snow removal will be billed at \$33 per hour. If snow removal occurs within the allotted 30 weekly hours, it will be included in the flat rate. Any hours exceeding the 24-hour base will be billed at the snow rate.

Consumable Reimbursements: Costs for consumable materials (e.g., fuel, trash bags, cleaning supplies) will be invoiced monthly with itemized receipts.

Payment Terms:

A flat monthly rate of \$3432 will be billed for standard services. Invoices will be submitted on a monthly basis, itemized by service category and hours performed, and are due within 30 days of the invoice date. This rate includes business insurance coverage for Perfect Reflections, staff wages, payroll taxes, and transportation required to perform the contracted work.

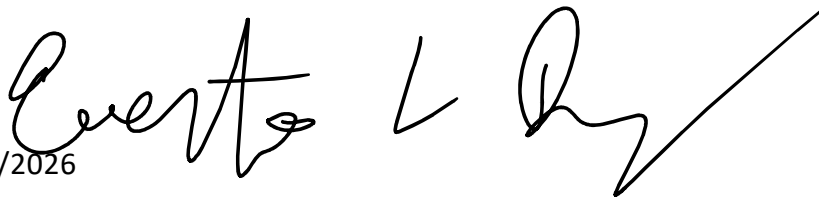
Signature Page

Proposing Company:
Perfect Reflections

Authorized Representative(s):
Evertio L. "Quentin" Derry

Title:
Owner

Signature:

A handwritten signature in black ink, appearing to read "Evertio L. Derry", followed by a long diagonal stroke.

Date: 07/01/2026

The service provider listed below hereby accepts this proposal as submitted:

Company:

Authorized Representative(s):

Title:

Signature:

Date:

Contract Term: 12 months

Contract Start Date: 07/01/2026

Contract End Date: 06/30/2027

This contract may be extended or renewed upon mutual agreement by proposing company and service provider.

Re: Sole Source Request

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Fri, Aug 14, 2026 at 9:47 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: allison.layton@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](#)

On Fri, Aug 14, 2026 at 9:32 AM Allison Layton, CPM <allison.layton@cumberlandmd.gov> wrote:

Hi Jeff,

Per the attached agenda summary, the DDC is requesting sole source approval of the Maintenance Service Agreement for the downtown area. Please review and provide your approval, if acceptable.

Thanks!

**Allison Layton, CPM**

City Clerk/Asst. City Administrator

City of Cumberland**57 N Liberty St, Cumberland, MD 21502**

Main: 301-722-2000 | Direct: 301-759-6447

allison.layton@cumberlandmd.gov | www.cumberlandmd.gov



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

ORDER NO. 28,121

DATE: August 18, 2026

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

THAT, the use of Noble Environmental (Mountainview) Landfill for the disposal of sludge cake and pellets from the Heat Drying Facility (HDF) be and is hereby authorized in the amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) for FY27.

Raymond M. Morriss, Mayor

Budget:
003.315.51900

Council Agenda Summary

Meeting Date: 8/18/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Environmental Sludge Disposal - HDF

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

Noble Environmental (Mountainview) is the Landfill that Hauling Services deliver our sludge cake and pellets to from the HDF. These deliveries occur approximately twice a day during the week.

The City has permits for sludge (cake & pellets) disposal at Mountainview (Noble Environmental). This is a landfill where the City is permitted to dispose under the MDE SSU Permit.

The cost for the deliveries to Noble would be approximately \$200,000.00 for FY27 and will be charged to the HDF Landfill Fee account.

This is fully funded through the HDF Landfill Fee account.

Amount of Award: \$200,000.00

Budget number: 003.315.51900

Grant, bond, etc. reference: None



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Landfill Fee Approval

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:03 AM

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

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Jeff,

As we continue to reduce the sludge left behind by Synagro and the downtime at the HDF, we still need the ability to landfill large amounts of sludge.

On behalf of the WRF, I request approval to utilize Noble Environmental (Mountainview), for which we have the necessary permits, for an amount not to exceed \$200,000.00 for FY27.

Do I have your approval to place this request on the next M&CC meeting?

Thank you,

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:10 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@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]



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

ORDER NO. 28,122

DATE: August 18, 2026

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

THAT, the use of Curry Services for the provision of a Twenty (20) yard dumpster and subsequent hauling of sludge cake up to five (5) days a week from the Heat Drying Facility (HDF) be and is hereby authorized in the amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) for FY27.

Raymond M. Morriss, Mayor

Budget:
003.315.51900

Council Agenda Summary

Meeting Date: 8/18/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Hauling Services to Landfill – Sludge Cakes

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

Curry Services can supply a 20 yard dumpster and provides hauling required for sludge cake disposal.
Curry Services can haul 5 days a week on call to Mountainview.

The cost of Curry Services for FY27 would be a not to exceed amount of \$100,000.00 and will be charged to the HDF Landfill Fee account

This is fully funded through the HDF Landfill Fees account.

Amount of Award: \$100,000.00

Budget number: 003.315.51900

Grant, bond, etc. reference: None



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Hauling Fee - Curry Services

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:03 AM

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

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Jeff,

As we continue to landfill sludge cake, we need the ability to have a hauling vendor who can supply and take a 20 yard dumpster

On behalf of the WRF, I request approval to utilize Curry Services, who can haul 20 yard dumpsters, for an amount not to exceed \$100,000.00 for FY27.

Do I have your approval to place this request on the next M&CC meeting?

Thank you,

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:10 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@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]



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

ORDER NO. 28,123

DATE: August 18, 2026

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

THAT, the use of Burgmeier's Hauling for the provision of a Thirty (30) yard dumpster and subsequent hauling of sludge pellets up to five (5) days a week from the Heat Drying Facility (HDF) be and is hereby authorized in the amount not to exceed Thirty Five Thousand Dollars and No Cents (\$35,000.00) for FY27.

Raymond M. Morriss, Mayor

Budget:
003.315.51900

Council Agenda Summary

Meeting Date: 8/18/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Hauling Services to Landfill – Sludge Pellets

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

Burgmeier's Hauling can haul city owned 30 yard dumpster for sludge pellet disposal. Burgmeier's Hauling can haul 5 days a week on call to Mountainview.

The cost of Burgmeier's Hauling for FY27 would be a not to exceed amount of \$35,000.00 and will be charged to the HDF Landfill Fee account

This is fully funded through the HDF Landfill Fees account.

Amount of Award: \$35,000.00

Budget number: 003.315.51900

Grant, bond, etc. reference: None



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Hauling Fee - Burgmeier's Hauling

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:03 AM

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

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Jeff,

As we continue to landfill pellets, we need a hauling vendor capable of taking our 30 yard dumpsters for sludge pellets.

On behalf of the WRF, I request approval to utilize Burgmeier's Hauling, who can haul city owned 30 yard dumpsters, for an amount not to exceed \$35,000.00 for FY27.

Do I have your approval to place this request on the next M&CC meeting?

Thank you,

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Aug 13, 2026 at 10:10 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Cc: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>, Robert Smith <robert.smith@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]



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

ORDER NO. 28,124

DATE: August 18, 2026

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

THAT, the proposal from Victory Trenchless, 1455 Skinners Turn Rd, Owings, MD 20736, to perform the cured in place pipe (CIPP) rehabilitation of sewer lines on Mechanic St., Niagara St. and other locations as determined by the Sewer Department Superintendent be and is hereby approved in the amount not to exceed Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00); and

BE IT FURTHER ORDERED THAT this pricing is available through BuyBoard agreements, 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:
003.399.SS5.63000

Council Agenda Summary

Meeting Date: 08/18/2026

Key Staff Contact: George Chory, Sewer & Flood Superintendent

Item Title:

Acceptance of Proposal from Victory Trenchless for CIPP Sewer Line Rehabilitation on Mechanic St. and Niagara St. and Additional Sewer Lines.

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

Staff recommends acceptance of the proposal from Victory Trenchless to perform the cured-in-place pipe (CIPP) rehabilitation of sewer lines on Mechanic St., Niagara St., and other locations as determined by the Sewer Department Superintendent.

The proposal, not to exceed **\$650,000**, is based on competitively bid pricing available through BuyBoard agreements, with rates provided by Vortex Services. Utilizing this pricing ensures cost-effective and standardized rates for CIPP-related work.

Approval of this item will allow the critical sewer lining work in the designated areas, with additional locations selected by the Sewer Department Superintendent as needed. This project is fully budgeted with City funds.

Amount of Award: \$650,000.00

Budget number: Sewer: 003.399.SS5.63000

Grant, bond, etc. reference: City Funds



Location

Segment ID

Date

Segments

Pipe Size (in.)

Design Thickness

CIPP Length

7/28/2026

Buyboard Contract No: 731-24

Cumberland, MD - Scope Proposal

Mechanic St /Niagra Site

Contract Item No.	Description	Unit of Measure	Scope	TOTAL SCOPE	Unit Price	Item Total Cost
I.5A.002	Clean & CCTV Sewer - 8"	LF	310	310	13.00	\$ 4,030.00
I.1C.003	6"-12" CIPP Set-up Charge	LF	310	310	45.00	\$ 13,950.00
I.20E.015	(OL-8-3.6) - UV Liner - 8" x 3.6mm	LF	310	310	25.75	\$ 7,982.50
I.1C.018	Backyard Easement Setup (6" - 10")	EA	1	1	3125.00	\$ 3,125.00
I.5A.029	6" - 12" Post TV Inspection After Rehabilitation	LF	310	310	7.00	\$ 2,170.00
I.5A.031	21" - 36" Post TV Inspection After Rehabilitation	LF	2195	2195	11.00	\$ 24,145.00
I.20E.050	(OL-21-4.8) - UV Liner - 21" x 4.8mm	LF	1655	1655	66.51	\$ 110,074.05
I.1C.007	21"-24" CIPP Set-up Charge	LF	1655	1655	52.50	\$ 86,887.50
I.20E.039	(OL-18-3.6) - UV Liner - 18" x 3.6mm	LF	540	540	56.56	\$ 30,542.40
I.1C.005	15"-18" CIPP Set-up Charge	LF	540	540	50.00	\$ 27,000.00
I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA	60	60	500.00	\$ 30,000.00
I.5A.006	Clean & CCTV Sewer - 18"	LF	540	540	20.00	\$ 10,800.00
I.5A.007	Clean & CCTV Sewer - 21"	LF	1655	1655	22.00	\$ 36,410.00
I.5A.028	Heavy Clean & CCTV	HR	40	40	950.00	\$ 38,000.00
I.4A.002	Set up 6" pump and piping including up to 1000 feet of	EA	4	4	6500.00	\$ 26,000.00
I.4A.016	Operate 6" pumping System per pump	DY	20	20	3200.00	\$ 64,000.00
I.20B.001	Single Lane Closure	EA	30	30	2500.00	\$ 75,000.00
I.20A.025	Mobilization - Maryland	EA	1	1	\$10,500.00	\$ 10,500.00
I.3A.043	Premium manhole frame and cover	EA	2	2	\$8,125.00	\$ 16,250.00
				TOTAL Estimate:	\$	620,086.45



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

ORDER NO. 28,125

DATE: August 18, 2026

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

THAT, the bid of Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545, to provide services for the 2026 Grass Mowing Residential Contract (2026-16-MISC) be and is hereby accepted in the amount not to exceed Fifty Eight Thousand Five Hundred Ninety Dollars and No Cents (\$58,590.00) for the contract period 8/1/26 – 6/30/27, with a two-year extension possible at the end of the initial contract period.

Raymond M. Morriss, Mayor

Budget:
001.078.20100

Council Agenda Summary

Meeting Date: 8/18/2026

Key Staff Contact: Derrik Grimm

Item Title:

Award 2026 Grass Mowing Residential Contract

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

Award 2026 Grass Mowing Residential Contract to the low responsive bidder Service Pro, LLC in the estimated unit price of \$58,590.00. The contract period for this bid is August 1, 2026 to June 30, 2027 with two one-year extension possible at the end of the initial contract period.

Amount of Award: \$58,590.00

Budget number: 001.078.20100

Grant, bond, etc. reference: None

PROJECT INFORMATION	
Project Title:	Residential Mowing Contract
City Project:	2026-16-MISC
Contract Length:	365 Calendar Days
BID OPENING	
Date & Time:	August 5, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation
BIDDER
Casey Smith LLC DBA ServicePro
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545

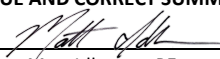
BIDS AND ALTERNATES				Casey Smith LLC DBA ServicePro	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT
1	659 Greene Street	EACH	21	\$ 50.00	\$ 1,050.00
2	661 Greene Street	EACH	21	\$ 50.00	\$ 1,050.00
3	624 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
4	622 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
5	623-625 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
6	616-618 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
7	612-614 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
8	610 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
9	602-604 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
10	532 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
11	534 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
12	536 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
13	311-313 Broadway Street	EACH	21	\$ 50.00	\$ 1,050.00
14	259-265 Williams Street	EACH	21	\$ 50.00	\$ 1,050.00
15	269 Williams Street	EACH	21	\$ 50.00	\$ 1,050.00
16	6 Virginia Avenue	EACH	21	\$ 50.00	\$ 1,050.00
17	8 Virginia Avenue	EACH	21	\$ 50.00	\$ 1,050.00
18	10 Virginia Avenue	EACH	21	\$ 50.00	\$ 1,050.00
19	343 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
20	345 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
21	347 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
22	351 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
23	321 Columbia Street	EACH	21	\$ 50.00	\$ 1,050.00
24	453-455 Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00
25	331 Forthill Avenue	EACH	21	\$ 25.00	\$ 525.00
26	520 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
27	318-324 Estelle Street	EACH	21	\$ 15.00	\$ 315.00
28	307 Broadway Street	EACH	21	\$ 50.00	\$ 1,050.00
29	443 Columbia Street	EACH	21	\$ 50.00	\$ 1,050.00
30	8 Oldtown Road	EACH	21	\$ 50.00	\$ 1,050.00
31	14 W. First Street	EACH	21	\$ 50.00	\$ 1,050.00
32	309 Fayette Street	EACH	21	\$ 50.00	\$ 1,050.00
33	203 Baltimore Avenue	EACH	21	\$ 50.00	\$ 1,050.00
34	766 Maryland Avenue	EACH	21	\$ 50.00	\$ 1,050.00
35	403-405 Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00
36	409 Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00
37	411 S Central Avenue / Andrew Street	EACH	21	\$ 50.00	\$ 1,050.00
38	413 Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00
39	415 Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00

PROJECT INFORMATION	
Project Title:	Residential Mowing Contract
City Project:	2026-16-MISC
Contract Length:	365 Calendar Days
BID OPENING	
Date & Time:	August 5, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation
BIDDER
Casey Smith LLC DBA ServicePro
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545

40	417 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
41	421 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
42	425 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
43	445 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
44	461 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
45	443 Central Avenue	EACH	21	\$	50.00	\$	1,050.00
46	420/419 Andrew Street / Rear Central Avenue	EACH	21	\$	50.00	\$	1,050.00
47	124-126 Arch Street	EACH	21	\$	50.00	\$	1,050.00
48	322 S. Central Avenue	EACH	21	\$	50.00	\$	1,050.00
49	723 LaFayette Street	EACH	21	\$	50.00	\$	1,050.00
50	800 Maryland Avenue	EACH	21	\$	50.00	\$	1,050.00
51	802 Maryland Avenue	EACH	21	\$	50.00	\$	1,050.00
52	804 Maryland Avenue	EACH	21	\$	50.00	\$	1,050.00
53	102-106 Altamont Terrace	EACH	21	\$	50.00	\$	1,050.00
54	435 Columbia Street	EACH	21	\$	50.00	\$	1,050.00
55	424 Seymour Street	EACH	21	\$	50.00	\$	1,050.00
56	317 Cecelia Street	EACH	21	\$	50.00	\$	1,050.00
57	404 Chestnut Street	EACH	21	\$	50.00	\$	1,050.00

Casey Smith LLC DBA ServicePro	
Bid	✓
AoQtB	✓
LPC	County
ARVF	✓
BASE BID	\$ 58,590.00

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:
 Matt Idleman, PE Deputy Director of Engineering



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

ORDER NO. 28,126

DATE: August 18, 2026

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

THAT, the bid of Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545, to provide services for the 2026 Grass Mowing Non-Residential Contract (2026-17-MISC) be and is hereby accepted in the amount not to exceed Ninety Three Thousand Nine Hundred Ninety Six Dollars and No Cents (\$93,996.00) for the contract period 8/1/26 – 6/30/27 with a two (2) one-year extensions possible at the end of the initial contract period.

Raymond M. Morriss, Mayor

Budget:
001.078.20100 - \$77,931.00
002.230.20100 - \$10,290.00
001.048.20100 - \$4,725.00
001.032.20100 - \$1,050.00

Council Agenda Summary

Meeting Date: 8/18/2026

Key Staff Contact: Derrik Grimm

Item Title:

Award 2026 Grass Mowing Non-Residential Contract

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

Award 2026 Grass Mowing Non-Residential Contract to the low responsive bidder Service Pro, LLC in the estimated unit price of \$93,996.00. The contract period for this bid is August 1, 2026 to June 30, 2027 with two one-year extension possible at the end of the initial contract period.

Amount of Award: \$93,996.00

Budget number: 001.078.20100 - \$77,931.00

002.230.20100 - \$10,290.00

001.048.20100 - \$4,725.00

001.032.20100 - \$1,050.00

Grant, bond, etc. reference: None

PROJECT INFORMATION	
Project Title:	Non-Residential Mowing Contract
City Project:	2026-17-MISC
Contract Length:	365 Calendar Days
BID OPENING	
Date & Time:	August 5, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

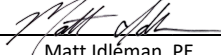
Certified Bid Tabulation
BIDDER
Casey Smith LLC DBA ServicePro
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545

BIDS AND ALTERNATES				Casey Smith LLC DBA ServicePro	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT
1	McMullen Bridge & Giaritta Park	EACH	21	\$ 380.00	\$ 7,980.00
2	High Bedford Street	EACH	21	\$ 185.00	\$ 3,885.00
3	Chamber of Commerce & City Hall	EACH	21	\$ 50.00	\$ 1,050.00
4	Lamont Street	EACH	21	\$ 185.00	\$ 3,885.00
5	Queen City Drive	EACH	21	\$ 485.00	\$ 10,185.00
6	Ridgedale Reservoir and Pump Station	EACH	21	\$ 285.00	\$ 5,985.00
7	Oldtown Road @ White Oaks Plaza	EACH	21	\$ 65.00	\$ 1,365.00
8	Public Safety Building	EACH	21	\$ 225.00	\$ 4,725.00
9	Memorial Hospital Campus & Parking Areas	EACH	21	\$ 375.00	\$ 7,875.00
10	Fort Hill Reservoir	EACH	21	\$ 155.00	\$ 3,255.00
11	East Side School	EACH	21	\$ 1.00	\$ 21.00
12	411 Frederick Street (Fire House)	EACH	21	\$ 50.00	\$ 1,050.00
13	Viaduct Area (between Mechanic and Centre Street)	EACH	21	\$ 100.00	\$ 2,100.00
14	Seneca Water Tank and Pump Station	EACH	21	\$ 50.00	\$ 1,050.00
15	600 Fayette Street	EACH	21	\$ 25.00	\$ 525.00
16	Baker Street Property	EACH	21	\$ 100.00	\$ 2,100.00
17	Centre Street Playground	EACH	21	\$ 100.00	\$ 2,100.00
18	Fairmont Playground	EACH	21	\$ 85.00	\$ 1,785.00
19	Furnace Park	EACH	21	\$ 110.00	\$ 2,310.00
20	Lucy's Park	EACH	21	\$ 110.00	\$ 2,310.00
21	Pine Avenue Playground	EACH	21	\$ 100.00	\$ 2,100.00
22	Smith Park	EACH	21	\$ 135.00	\$ 2,835.00
23	Sperry Terrace	EACH	21	\$ 135.00	\$ 2,835.00
24	Sundial Parklet	EACH	21	\$ 45.00	\$ 945.00
25	Veteran's Park	EACH	21	\$ 100.00	\$ 2,100.00
26	George Washington's Headquarters	EACH	21	\$ 150.00	\$ 3,150.00
27	Springdale Playground	EACH	21	\$ 125.00	\$ 2,625.00
28	Liberty Gardens	EACH	21	\$ 80.00	\$ 1,680.00
29	North Brooke Avenue	EACH	21	\$ 50.00	\$ 1,050.00
30	Dingle Area	EACH	21	\$ 100.00	\$ 2,100.00
31	Pine Avenue @ Central Avenue	EACH	21	\$ 50.00	\$ 1,050.00
32	Mount Vernon / Baltimore Avenue Steps	EACH	21	\$ 50.00	\$ 1,050.00
33	Chestnut Street @ Independence	EACH	21	\$ 40.00	\$ 840.00
34	Williams Road @ Old Williams Road	EACH	21	\$ 85.00	\$ 1,785.00
35	Seton Drive @ Bishop Walsh Road	EACH	21	\$ 10.00	\$ 210.00
36	Quebec Ave & Memorial Ave	EACH	21	\$ 100.00	\$ 2,100.00

PROJECT INFORMATION	
Project Title:	Non-Residential Mowing Contract
City Project:	2026-17-MISC
Contract Length:	365 Calendar Days
BID OPENING	
Date & Time:	August 5, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation
BIDDER
Casey Smith LLC DBA ServicePro
15707 Saint Patricks Church Rd NW Mount Savage, MD 21545

Casey Smith LLC DBA ServicePro	
Bid	✓
AoQtB	✓
LPC	County
ARVF	✓
BASE BID	\$ 93,996.00

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:
 Matt Idleman, PE Deputy Director of Engineering



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

ORDER NO. 28,127

DATE: August 18, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Non-Exclusive Public Rights of Way Access Agreement by and between the Mayor and City Council of Cumberland and Shentel Asset Entity I LLC authorizing Shentel to construct, install and maintain certain Facilities within the City's rights of way from Shentel's point of presence at the Recycling Center Building to the existing cell tower at 1031 Eleanor Terrace; and

BE IT FURTHER ORDERED THAT, the agreement shall commence on its effective date and shall expire five (5) years thereafter unless ninety (90) days written notice is provided by either party; and

BE IT FURTHER ORDERED THAT, the Mayor's execution of the document is contingent upon the payment of the City's attorney's fees through August 3, 2026.

Raymond M. Morriss, Mayor

THIS NON-EXCLUSIVE PUBLIC RIGHTS OF WAY ACCESS AGREEMENT (“Agreement”) is made this 18th day of August, 2026, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Shentel Asset Entity I LLC** (“Shentel”), a Virginia limited liability company.

RECITALS

WHEREAS, Shentel intends to construct, install and maintain certain Facilities (as defined below) within the City’s rights-of-way from Shentel’s point of presence at the Recycling Center Building at 975 Kelly Road, Cumberland, MD 21502 to the existing cell tower at 1031 Eleanor Terrace, Cumberland, MD 21502, as shown on the Exhibit 1 attached hereto and incorporated by reference herein, to enable it carry internet protocol traffic, including data service or Internet Protocol (IP) traffic that can be utilized for data, VoIP, or streaming video, said permitted uses being subject to all limitations and restrictions set forth in this Agreement;

WHEREAS, these lines are not intended to and shall not be used for any other purpose other than fiber optic network facilities as described herein;

WHEREAS, pursuant to Section 5-204(d) of the Local Government Article of the Maryland Annotated Code and Section 125 of the Charter of the City, it is authorized to grant nonexclusive rights for the use of its below-defined PROWs; and

WHEREAS, this Agreement sets forth the terms and conditions for Shentel’s use of the City’s rights-of-way.

WITNESSETH

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged by the parties hereto, they agree to the following:

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

2. **Definitions.** The following words, terms and phrases, as used in this Agreement have the meanings set forth below, except where the context clearly indicates a different meaning:

“**Affiliate**” means any person or legal entity who/which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Shentel.

“**Applicable Law**” means any local (municipal), state or federal legislative,

judicial, or administrative order, certificate, decision, statute, constitution, ordinance, resolution, law, regulation, rule, tariff, guideline, or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement.

"Facilities" means fiber optic network facilities, including fiber optic cables, conduits, splice boxes, poles, cabinets, handholes, equipment, surface location markers, appurtenances, and related facilities located or to be located by Shentel in the PROW's.

"Interference" means the interference described in Section 4 of hereinafter.

"PROWs" means public rights-of way which include the surface of and space above and below any public right-of-way (including, highways, roads, streets, lanes, alleys, paths, curbs and sidewalks) now or hereafter held by the City for the purpose of public travel. The term PROW's applies exclusively to those public-rights of way which are shown to constitute the pathway for Shentel's fiber optic line as shown in the drawings attached hereto and incorporated by reference herein as **Exhibit 1** or as are signed and approved by the City Engineer and City Administrator.

"Term" means the term of this Agreement described in **Section 7** hereinafter.

3. **Grant of Access.**

3.1. Only Nonexclusive Rights Granted. Subject to the terms of this Agreement, the City hereby grants Shentel the nonexclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace Facilities within the City's PROWs. All rights the City grants Shentel under this Agreement are nonexclusive.

3.2. Rights Not Granted.

- (i) This Agreement does not affect the grant of a fee simple interest in any lands owned by the City.
- (ii) Nothing in this Agreement confers any right on Shentel to enter onto or to traverse any other lands within the City.
- (iii) The City makes no representations, warranties, or guarantees that its interest in or right to control any rights-of-way for which it does not hold title by fee simple conveyance is sufficient to permit Shentel to use them. Subject to the preceding sentence and other

limitations set forth herein, Shentel shall gain only those rights to those rights-of-way that are within the City's power to convey.

- (iv) Shentel and its Affiliates may not use any PROWs or other City property for any purpose other than those expressly set forth in this Agreement, subject to all limitations and restrictions set forth herein. No implied permission or authority is granted under the terms of this Agreement. Specifically, but without limitation to the preceding two (2) sentences, this Agreement does not grant Shentel the right to use PROWs to conduct business as an internet, cable television, or telecommunications service provider inside the City, or to conduct any business in association with the provision of such services. Unless the parties agree otherwise, agreements relative to the provision of internet service inside the City, and agreements relative to cable television and telecommunications services shall be set forth as separate stand-alone agreements. The terms of this Section 3.2 shall not be interpreted to require Shentel to provide internet, cable television or telecommunications service in the City, or to require the City to enter into agreements relative to such services; rather, it is intended to set forth the format in which such agreements shall be made.
- (v) If Shentel provides retail telecom or internet service in the City, uses the Facilities for third-party commercial services, or materially expands network use, separate stand-alone franchise agreements shall be required. The City shall have the right to impose fees and require consideration in those stand-alone agreements that are not prohibited by applicable laws and regulations. The City further reserves the right to require terms, conditions, and consideration not prohibited by applicable law.

3.3. Only Subordinate Rights Granted. This Agreement is subject to and subordinate to the City's prior and continuing rights to use PROWs as streets and roadways and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, public utilities, and for other municipal uses, together with rights of ingress and egress along, over, across, and in said PROWs.

3.4. Limited Right of Access. The rights granted under this Agreement are limited exclusively to the use of the specifically approved PROWs identified in Exhibit 1 and do not grant Shentel any leasehold, easement, ownership interest, irrevocable license, or other property interest in City property. No access to non-right-of-way City property shall be permitted except pursuant to prior written authorization issued by the City on a

temporary and revocable basis. Any rights of ingress and egress granted herein shall be strictly limited to those reasonably necessary to access approved work areas within the PROWs for purposes expressly authorized by this Agreement.

4. **No Interference.**

4.1. **Generally.** In the performance and exercise of its rights and obligations under this Agreement, Shentel shall not, without the approval of the owner(s) of the affected property or properties, interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, storm sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television cables, and other telecommunications utilities and City property. The City reserves the right to establish, by ordinance or resolution, and Shentel hereby agrees to comply with, any reasonable regulation for the convenience, safety, and protection of its citizens, as now in effect or as may be adopted in the future, including, without limitation, requiring the substitution of underground cable for overhead cable or vice versa, or requiring the transfer of cable from the front or rear of property.

4.2. **Poles.** All utility poles erected by Shentel shall be neat and symmetrical and, together with fixtures thereon and the appurtenances thereto, be located so as not to interfere with the safety or convenience of persons traveling on or over the City's streets, alleys, highways, and other public places.

4.3. **Streets.** In the installation and maintenance of any underground system, Shentel shall not open or encumber any street, alley, highway, or other public place to any greater extent than is necessary to perform the work.

5. **Location of Facilities.** The path the Facilities will follow is shown on the Exhibit 1 attached hereto and made a part hereof. Any changes to this path shall be set forth in an amended Exhibit 1, which shall be subject to the approval of and signed by the City Engineer and City Administrator, and appended to this Agreement. Such approval shall not be unreasonably withheld or delayed.

6. **Mandatory Relocation/Repair of Facilities.**

6.1. **Generally.** as requested by the City, Shentel shall relocate Facilities (i) for the City's reasonable convenience or (ii) when required by any lawful change of grade, alignment, or width of any street, including the

City's construction, maintenance, or operation of any underground subway or viaduct, and/or the City's construction, maintenance, or operation of any other of the City's underground or above-ground facilities or any of the City's capital improvement projects. The City reserves the right to require Shentel to relocate the Facilities to the extent that such reservation is not restricted by applicable laws and regulations. In the event there are such restrictions, they shall be interpreted narrowly to preserve the City's reservation of rights to the maximum extent not prohibited by applicable laws and regulations. Utilities the City lacks the authority to compel are not similarly situated to Shentel. Shentel shall complete the relocation of its Facilities as expeditiously as circumstances allow. All costs for the work described in this Section 6 shall be borne by Shentel. Any changes referenced herein shall be set forth in an amended Exhibit 1, which shall be subject to the approval of and signed by the City Engineer and City Administrator and appended to this Agreement. Such approval shall not be unreasonably withheld or delayed.

- 6.2. **Aerial Attachments.** In addition to all other requirements set forth in this section for aerial attachments, Shentel shall cooperate with the utility pole owner(s) to perform such relocation. This Agreement does not require the City to assist Shentel in securing such rights.
- 6.3. **Improperly Installed Facilities.** If, at any time, it is discovered or determined that Shentel improperly installed Facilities in violation of this Agreement, Applicable Law, or the City's construction requirements (including: construction standards and specifications, City policies and guidelines, and the conditions of permits that may be issued), Shentel shall repair and, to the extent required, relocate those portions of the improperly installed Facilities as expeditiously as practicable.
- 6.4. **Standards for Performance of Relocation & Repair Work.** All relocation and repair work, and any other work Shentel performs under the terms of this Agreement, shall be performed in accordance with Applicable Law and the City's construction requirements (including: construction standards and specifications, City policies and guidelines, and the conditions of any permits that may be issued) to the reasonable satisfaction of the City Engineer or the City Engineer's authorized representative(s). The City Engineer's review will be for the exclusive benefit of the City and shall not be a substitute for any permits or approvals described in Section 8 hereinafter.

7. **Term.** The initial term of this Agreement shall commence on its effective date

as set forth herein and shall expire five (5) years thereafter. Unless either party gives (90) days written notice of its intention to terminate this Agreement prior to the end of the initial term, or any renewal term, the Agreement shall thereafter automatically renew and continue on an annual basis from year-to-year. Either party may terminate this Agreement upon 30 days' written notice if the other party commits a material breach of a term, unless such breach has been cured during that 30-day period. Upon termination or expiration of this Agreement, Shentel shall be prohibited from further accessing or utilizing the PROWs and shall remove its above-ground Facilities from the PROWs. It shall also remove its in-ground fiber, leaving behind any conduits, which shall become the City's property. It must also remove such Facilities as requested by the City.

8. **Permits.** Shentel shall be solely responsible for obtaining all approvals and permits required under Applicable Law or by private parties to the extent its operations affect them. As required by Applicable Law, Shentel shall apply for permits for all work it intends to perform within the PROWs and shall comply with all terms and conditions of such permits. Notwithstanding anything herein to the contrary, the City's rights with respect to the processing of permits are not restricted or limited by the terms of this Agreement.

9. **Undergrounding of Facilities.** Shentel shall place its Facilities underground if required by the City, Applicable Law or as a matter of necessity for Shentel.

10. **Restoration of PROWs.** After the removal, relocation, construction, installation, maintenance, repair, or replacement of the Facilities, Shentel shall, at its sole cost and expense, repair, replace, and restore the affected PROWs and all improvements therein to a condition equal to or better than the condition existing immediately before commencement of the work, using materials and construction methods of equal or better quality, and in accordance with the City's then-applicable standards and specifications, all to the satisfaction of the City Engineer. All work shall be completed in accordance with the Ordinances, the City's construction requirements (including standards and specifications for construction, policies and guidelines enacted by the City, and the conditions of permits that may be issued), to the satisfaction of the City Engineer or the City Engineer's authorized representative or representatives, and in accordance with Applicable Law. Shentel shall be responsible for damage to the City's streets, existing utilities, curbs, gutters, and sidewalks resulting from its installation, maintenance, repair, or removal of its Facilities in PROWs, and shall repair, replace, and restore in kind, to the satisfaction of the City Engineer or the City Engineer's authorized representative or representatives, the damaged property at its sole expense. If the City performs this work on its own, Shentel's reimbursement obligations shall include the salaries of the staff performing the work, the costs of payroll taxes for those employees which are paid by the City, the cost of those employees' benefits, the costs of all City equipment used (at rates that would have been charged had they been rented), the costs of all equipment rented, and the costs of all materials.

11. City's Self -Help Remedies. In the event Shentel fails to timely perform any obligation required under this Agreement, including obligations relating to safety, restoration, relocation, maintenance, emergency response, or correction of hazardous conditions, the City may, after such notice as is reasonable under the circumstances, perform or cause to be performed such work as the City determines necessary to protect public safety, public property, utilities, or the continued operation of governmental services.

In the event of an emergency or condition posing an immediate threat to persons, property, utilities, or public operations, the City may undertake such corrective work without prior notice to Shentel.

Shentel shall reimburse the City for all costs incurred by the City in connection with such work within thirty (30) days after invoice, including administrative expenses, engineering fees, attorneys' fees, labor, equipment, contractor charges, and overhead.

12. Manner of Construction. The construction, installation, operation, maintenance, and removal of the Facilities shall be accomplished without cost or expense to the City and in such a manner as not to endanger persons or property or unreasonably obstruct travel on any road, walk, or other access within the PROWs. At its own expense, Shentel shall be responsible for retaining the services of a third-party inspector reasonably acceptable to the City to provide inspections of all construction and installation of the Facilities and the restoration of PROWs, to ensure that its employees and/or contractors are in compliance with Applicable Law and the City's construction requirements (including: standards and specifications for construction, policies and guidelines enacted by the City, and the conditions of permits that may be issued), to the satisfaction of the City Engineer or his authorized representative or representatives, and in accordance with other appropriate county, state, and federal regulations. Inspections shall be conducted upon completion of the work and at such other times as may be required by the City. The inspectors' reports shall be submitted to the City promptly upon completion. Notwithstanding the foregoing, the City reserves the right to inspect or retain a third-party inspector to conduct the inspections required hereunder. All construction is to ensure compliance and the protection of the Facilities. If it is determined that Shentel is not in compliance or has caused damage to City property, the City may elect to provide part-time or full-time inspection of the construction and restoration, with its own personnel or by hiring a third party, and all costs and expenses of the inspections shall be the responsibility of Shentel. If the City performs the inspections on its own, Shentel's reimbursement obligations shall include the salaries of the staff performing the work, the costs of payroll taxes for those employees that are paid by the City, and the cost of those employees' benefits.

13. Reservation of Police Powers. The City reserves the right, by ordinance, resolution, or otherwise, to establish and enforce any reasonable regulations for the convenience, safety, and protection of its inhabitants under its police powers. The rights reserved herein are subject to the exercise of such police powers as are now or may hereafter be conferred upon the City. Without limitation on the generality of the foregoing, the City

reserves the full scope of its power to require, by ordinance, the substitution of underground service for overhead service, or vice versa, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas of the City.

14. Condition of Facilities. Shentel will maintain the Facilities in good repair and maintenance, operating condition, and safe condition throughout the term of this Agreement.

15. Installation of Poles. Shentel may not install any poles within the PROWs or on other property owned by the City without the City's written permission. In the event Shentel obtains the City's permission and installs such poles, the said written permission shall be subject to such terms as required by the City, including, but not limited to the requirement that Shentel shall, on demand and during the life of this Agreement, where available, provide space on each pole, if any, owned by Shentel, on which the City may desire to attach its own network facilities and telecommunications facilities. Such facilities shall be limited to use by the City for fire, police, and/or emergency services and shall be provided to the City at no cost. The requirements of this section shall not extend to conduit, poles, or fixtures used by Shentel but owned by others.

16. Preservation of Trees. In placing or maintaining its structures upon and along the PROWs, streets, alleys, public places of the City or land or property owned by the City, Shentel shall not injure, cut, or trim trees or tree branches without prior written permission to do so from the City Administrator or his/her designee. All such trimming shall be performed in a safe and orderly manner and, to the extent practicable for the proper maintenance and use of Shentel's lines or other Facilities, in compliance with the guidelines set forth in the City of Cumberland Code and any other Applicable Law. At its cost, Shentel shall be responsible for removing the trimmings and any other debris generated from its activities. Such trimmings and debris shall be removed before Shentel performs any other work.

17. Facilities Map. Shentel shall maintain an accurate map showing the as-built location and depth of its Facilities. As-built drawings of any new Facilities construction shall be furnished to the City within sixty (60) days of the completion of such construction. The obligation to produce as-built drawings must be met regardless of whether the City makes such a request. The map shall be provided in a format mutually agreed upon by the parties, which may include an acceptable GIS format. As-built information shall include, without limitation, horizontal and vertical locations (especially for underground), size, and type. The as-built drawings shall be completed in accordance with City standards, as amended from time to time. Shentel shall be responsible for obtaining a list of the requirements in advance of preparing its as-builts for the initial and any follow-up construction of Facilities.

18. Audit, Inspection, and Compliance Verification Rights.

- (a) Shentel shall maintain complete and accurate books, records, maps, plans, engineering documents, permits, work orders, service records, construction

records, fiber allocation records, and customer/service records sufficient to demonstrate compliance with this Agreement, as well as all other documents reasonably necessary for the City to verify Shentel's compliance with the terms of this Agreement and Applicable Law.

- (b) Upon reasonable notice, the City and its employees, agents, engineers, consultants, accountants, attorneys, and other representatives shall have the right, during normal business hours, to inspect, examine, audit, and copy all such books, records, maps, plans, facility information, and other materials reasonably related to:
 - (i) Shentel's use and occupancy of the PROWs;
 - (ii) compliance with the limitations on use set forth in this Agreement;
 - (iii) construction, installation, relocation, maintenance, repair, and removal of the Facilities;
 - (iv) the location and operation of the Facilities;
 - (v) compliance with permit conditions and Applicable Law;
 - (vi) the City's IRU rights and related fiber capacity obligations, if any; and
 - (vii) any fees, costs, reimbursements, or other compensation payable to the City under this Agreement.
- (c) Shentel shall fully cooperate with all audits and inspections and shall make knowledgeable personnel available to answer reasonable questions from the City related thereto.
- (d) The City shall additionally have the right, upon reasonable notice, to conduct physical inspections of the Facilities located within the PROWs to verify compliance with this Agreement, Applicable Law, approved construction plans, permit requirements, and applicable engineering and safety standards.
- (e) If any audit or inspection reveals
 - (i) a material breach of this Agreement,
 - (ii) unauthorized use of the Facilities or PROWs,

- (iii) inaccurate or incomplete records,
- (iv) noncompliance with Applicable Law or permit requirements, or
- (v) underpayment of any fees, costs, or reimbursements owed to the City,

then Shentel shall promptly cure the same at its sole cost and expense and shall reimburse the City for the reasonable costs of the audit or inspection, including engineering, consulting, accounting, and attorneys' fees incurred by the City.

- (f) Shentel shall retain all records required under this Section for not less than seven (7) years following creation thereof or for such longer period as may be required by Applicable Law.
- (g) Failure by Shentel to maintain or provide records required under this Section shall constitute a material breach of this Agreement.
- (h) The rights granted to the City under this Section are in addition to, and not in limitation of, any other inspection, audit, regulatory, police power, or enforcement rights possessed by the City under this Agreement or Applicable Law.

19. Costs in Processing this Agreement. Shentel shall pay the City's reasonable attorneys' fees incurred in the negotiation and drafting of the terms of this Agreement and any amendment to its terms, with such fees to be paid upon the execution of this Agreement and from time to time thereafter as amendments to its terms are made.

20. Annual PROW Occupancy and Management Fee. In consideration of Shentel's placement, operation, maintenance, use, and occupancy of Facilities within the PROWs, Shentel shall pay to the Municipality an annual public right-of-way occupancy and management fee, subject to the following terms and conditions:

- (a) The annual fee shall be calculated based upon the number of linear feet of the Facilities located within the public rights-of-way, measured separately for underground and above-ground facilities, as follows:
 - (1) Underground Fiber Facilities. Shentel shall pay an annual fee of One Dollar and Fifty Cents (\$1.50) per linear foot for all underground fiber optic cable, conduit, innerduct, handholes, vaults, and related underground facilities located under, in whole or in part, under the paved surface of any PROW or Thirty Seven

Cents (\$.37) per linear foot for such facilities within any PROW but under an unpaved surface.

- (2) Above-Ground Fiber Facilities. Shentel shall pay an annual fee of Fifteen Cents (\$.15) per linear foot for all above-ground fiber optic cable and related facilities located within the public rights-of-way, including aerial fiber attached to poles, strand-mounted facilities, or other above-ground structures, excluding facilities located entirely on private property.
- (3) CPI Adjustment Upon Renewal.
 - (a) Upon the commencement of each renewal term of this Agreement, the annual fees set forth in Sections 20(a)(1) and (2) shall automatically be increased by the cumulative percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI"), measured by comparing the most recently published CPI available immediately preceding the commencement of the renewal term with the CPI in effect for the month immediately preceding the Effective Date of this Agreement or, for each subsequent renewal term, the CPI used to calculate the fee applicable during the immediately preceding renewal term.
 - (b) If publication of the CPI is discontinued or materially revised, the City shall designate a successor index published by the Bureau of Labor Statistics, or if none exists, another comparable governmental inflation index that most accurately reflects changes in the purchasing power of the dollar. Any adjusted fee shall be rounded upward to the nearest one cent (\$.01) per linear foot and shall become effective automatically upon the commencement of the applicable renewal term without the necessity of any amendment to this Agreement. Nothing contained herein shall be construed to limit the City's authority to establish, impose, or modify fees, charges, or other compensation to the fullest extent permitted by Applicable Law.
 - (c) In no event shall the annual fees decrease as a result of any decline in the CPI.

- (b) For purposes of calculating the fee, “linear feet” means the total route length of Shentel’s fiber optic cables located within the PROWs, measured along the centerline or actual route path of the fiber optic cables, and not based on the number of individual fibers, strands, ducts, or circuits contained within a cable or conduit, unless otherwise expressly provided by any fee schedule presently in effect or which may adopted by the City in the future.
- (c) Shentel shall submit to the City, on or before January 1 of each year, a certification identifying the total linear feet of underground and above-ground facilities located within the public rights-of-way as of the preceding December 1. The certification shall include maps, route descriptions, as-built drawings, GIS data, or other documentation reasonably requested by the City to verify the location and extent of Shentel’s facilities.
- (d) The annual fee shall be due and payable within thirty (30) days after invoice by the City. If Shentel installs, removes, relocates, abandons, or transfers Facilities during a calendar year, the Municipality may prorate the annual fee based on the date of installation, removal, relocation, abandonment, or transfer.
- (e) The fee imposed under this section is intended to compensate the City for the reasonable costs of managing, administering, inspecting, coordinating, protecting, and maintaining the public rights-of-way affected by Shentel’s facilities, including costs associated with permitting, mapping, coordination with other utilities, pavement degradation, congestion management, inspection, and recordkeeping.
- (f) Payment of the annual fee does not relieve Shentel from obtaining required permits, paying permit application or inspection fees, complying with and paying for restoration requirements, reimbursing the City for damage to public property, relocating facilities when required by law or permit, or complying with all other applicable federal, State, and local laws, ordinances, regulations, permits, and right-of-way agreements.

21. Other Fees and Taxes. Shentel shall pay all standard permit and user fees to the City and all taxes in accordance with Applicable Law.

21. Indemnification. Shentel agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, contractors, representatives and agents from and against any and all injuries, claims, demands, judgments, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, arising out of, as a result of, or as an incident to Shentel’s and/or its Affiliates’ officers’ employees’,

contractors', representatives' or agents' negligence or intentionally harmful acts in the performance of its obligations under the terms of this Agreement and/or the installation, construction operation, maintenance, removal, repair or replacement of the Facilities, except to the extent any of the foregoing arise wholly from the willful misconduct or negligent acts or omissions of the City, its officers, employees, or agents. Shentel's obligations to indemnify the City shall extend to the acts and omissions of its and its Affiliates' officers, employees, contractors, representatives and agents.

22. **Insurance.**

22.1. **Required Coverages.** Shentel shall maintain insurance coverages throughout the term of this Agreement in the minimum amounts as follows:

Public Liability (Bodily Injury):	
Each person	\$2,000,000
Each occurrence	\$2,000,000
Public Liability (Property Damage):	
Each occurrence	\$2,000,000
Automobile (Bodily Injury):	
Each person	\$2,000,000
Each accident	\$2,000,000
Automobile (Property Damage):	
Each accident	\$2,000,000
Workers' Compensation	Minimum statutory amount but no less than \$500,000.00 per accident

22.2. **Requirements; Required Terms.** The foregoing insurance contracts will contain the following provisions:

- (i) The City and its officers, agents, employees, board members and elected officials shall be named as additional insured's (as the interests of each may appear);
- (ii) Thirty (30) days' notice shall be provided to the City prior to cancellation, revocation, non-renewal or material change; and

- (iii) All insurance policies required under this Agreement shall: (a) be issued by insurers licensed in Maryland and having an A.M. Best rating of A- or better; and (b) be primary and non-contributory with respect to insurance maintained by the City; and (c) contain waivers of subrogation in favor of the City.

22.3. Insurance Certificates. Shentel shall deliver a certificate of insurance to the City, which is satisfactory in form and content, as proof that the foregoing insurance is in force. It shall provide such additional certificates as may be necessary to provide the City continuing evidence that the required insurance remains in place. The City may request annually an update of insurance terms and conditions.

23. Construction Bond. Before commencement of construction of the Facilities, Shentel shall deposit with the City a surety bond or irrevocable letter of credit naming the City as an obligee in the amount of Fifty Thousand Dollars (\$50,000.00) to cover any losses or liabilities the City may incur during the course or as a result of Shentel's construction of the Facilities. The Surety Bond shall be in a form reasonably acceptable to the City. Shentel's obligation to maintain the surety bond shall terminate thirty (30) days following completion of construction of the Facilities.

24. Notices. That notices pursuant to this Agreement shall be in writing and addressed as follows:

To the City:

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
ATTN: City Administrator

To Shentel:

Shentel Asset Entity I LLC
500 Shentel Way
Edinburg, VA 22824
ATTN: Larry Hubbard

Any and all notices required herein shall be given in writing and sent to the addressee identified above by overnight mail or hand-delivery. Alternatively, either party may give notice to the other by e-mail provide the other provides written acknowledgment of the receipt of the message. Automatically generated responses to emails shall not be sufficient as evidence of receipt of an email. Either party may change the address at which it will receive notices related to this Agreement by providing written notice of the change to the

other party.

25. Assignment. Notwithstanding any provision of this Agreement, Shentel may, without limitation, collaterally assign, in whole or in part, its rights, interests, and obligations hereunder to any party providing financing to Shentel and to any successors and assigns of the foregoing, without the consent of the City. Shentel shall provide the City with notice of any such assignment. Assignment to any other party shall require the City's consent, and the City shall have the discretion to deny the request therefor for any reason or no reason at all. Any assignee or lessee shall be bound by the terms of this Agreement to the same extent as Shentel.

26. Attorneys' Fees/Costs. In the event of Shentel's breach in the terms of this Agreement and litigation is instituted as a result thereof, it shall be liable for the City's reasonable attorneys' fees, court costs, experts' fees, and other litigation expenses.

27. Survival of Agreement Terms. Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of the termination or expiration of this Agreement shall survive such termination or expiration as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

27. Governing Law and Venue. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Maryland, without regard to its conflicts of laws principles. Venue for any action arising hereunder shall be filed, heard, and determined in the federal courts located in Baltimore City, Maryland, or in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County.

28. Non-Waiver. Neither any failure nor any delay on the part of either party in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

29. Entire Agreement and Modification. This Agreement and the Exhibit attached hereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them and their respective successors and assigns.

30. Captions: Section Headings. The marginal captions and section headings of this Agreement are for convenience only, shall not be considered in interpreting and construing this Agreement, and in no way define or limit the intents, rights or obligations of the parties hereunder.

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

32. **Joint Drafting.** The parties hereto agree that this document reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Appending the signature and notary pages of one counterpart to the other complete counterpart shall suffice for these purposes. Signed facsimile, email or electronic counterpart shall be treated the same as originals.

34. **Waiver of Trial by Jury.** THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE CITY OR SHENTEL MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT

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

WITNESS/ATTEST:

SHENTEL ASSET ENTITY I LLC

By: _____
Chris Kyle, Vice President

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk
By: _____
Raymond M. Morriss, Mayor

**COMMONWEALTH OF VIRGINIA,
SHENANDOAH 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 **Chris Kyle**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Vice President of Shentel Asset Entity I LLC, a limited liability company of the Commonwealth of Virginia, and acknowledged the foregoing to be the act and deed of said limited liability company; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

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 **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, 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 said Mayor and City Council; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 1





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

ORDER NO. 28,128

DATE: August 18, 2026

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Allegany County Health Department for services provided by the Cumberland Police Department to provide medication pick up services to homebound individuals and conduct mini take-back events in the community for an amount not to exceed Five Hundred Dollars and No Cents (\$500.00) for the term July 15, 2026 through June 30, 2027.

Raymond M. Morriss, Mayor

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE
Cumberland, MD 21502

And

CUMBERLAND CITY POLICE

20 Bedford Street
Cumberland MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement **Opioid Misuse Prevention Program (OMPP) F870N Fiscal Year 2027 – Time period for Memorandum of Understanding from July 15, 2026 to June 30, 2027. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.**

The Allegany County Health Department agrees to pay the **CUMBERLAND CITY POLICE** an amount not to exceed **\$500.00** for the following services:

1. Provide medication pick up services to homebound individuals.
2. Conduct mini-take back events within the community.

As a recipient of a Maryland Department of Health mini-grant, the **CUMBERLAND CITY POLICE** agrees to submit reports and invoices (including overtime vouchers, and receipts) for the above stated services on a monthly basis. **Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable).**

Deadlines for monthly reports and invoices are the **5th of every month**

The activities of this agreement must be completed by June 30, 2027, and the final report must be completed by July 10, 2027. The Allegany County Health Department will remit reimbursement only after the above services are rendered, and proper invoices with overtime vouchers are submitted.


James Pyles
Chief of Police
Cumberland City Police

Date:

8/12/26


Gena Spear
Health Officer
Allegany County Health Department

Date:

8/15/26

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that is sent via email.



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

ORDER NO. 28,129

DATE: August 18, 2026

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

THAT, the City Administrator be and is hereby authorized to officially suspend the Choose Cumberland Relocation Grant program and authorizing the reallocation of the balance of state funds from the Maryland Department of Housing and Community Development (DHCD).

Raymond M. Morriss, Mayor



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

ORDER NO. 28,130

DATE: August 18, 2026

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

THAT, the execution of Change Order No. 1 with First Fruits Excavating, Inc., 407 Plum Run Road, Ridgeley, WV 26753, for the Sedgwick Sewer Line Rehabilitation Project to include the addition of an undercut on Sedgwick Street due to grade discrepancies and unsuitable base material for paving to occur be and is hereby approved for the increased cost of Sixty Seven Thousand Four Hundred Thirty Nine Dollars and Thirty Eight Cents (\$67,439.38), bringing the new contract value not to exceed One Hundred Twenty Thousand Eight Hundred Ninety Five Dollars and Thirty Eight Cents (\$120,895.38).

Raymond M. Morriss, Mayor

	Contract Price
Original Contract Price	\$ 53,546.00
Change Order No. 1	\$ 67,439.38
New Contract Price	\$ 120,895.38

Budget No 003.399.SS8.63000

Council Agenda Summary

Meeting Date: 8/18/26

Key Staff Contact: Robert Smith, PE

Item Title:

Sedgwick Project Change Order #1

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

A Change Order to include the addition of an undercut on Sedgwick Street due to grade discrepancies and unsuitable base material for paving to occur. The change order is in the amount of \$67,439.38. The original project cost was \$53,456.00 for the sewer line rehabilitation work, and this change order increases the total project cost to \$120,895.38.

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

Amount of Award: \$67,439.38

Budget number: 003.399.SS8.63000

Grant, bond, etc. reference: City Funds



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

8/14/2026

City of Cumberland
20 Bedford Street
Cumberland, MD 21502

RE: Sedgwick Street Undercut – Village Crossing at Campobello

All,

This letter serves as formal quotation for the above-referenced project, as requested by the City Engineer. As outlined below, the following change to the original scope of work is being requested. Please review and sign below to authorize this change so that work may proceed.

Reason for Change:

Undercut required on Sedgwick Street are due to grade discrepancies and unsuitable base material for new roadway building.

Scope of Work:

- Undercut 12" of unsuitable material
- Place Tensar BX 1200 geogrid
- Fill and compact to subgrade and prep for asphalt
- Redline changes and include in final As-built drawings

COST..... \$67,439.38

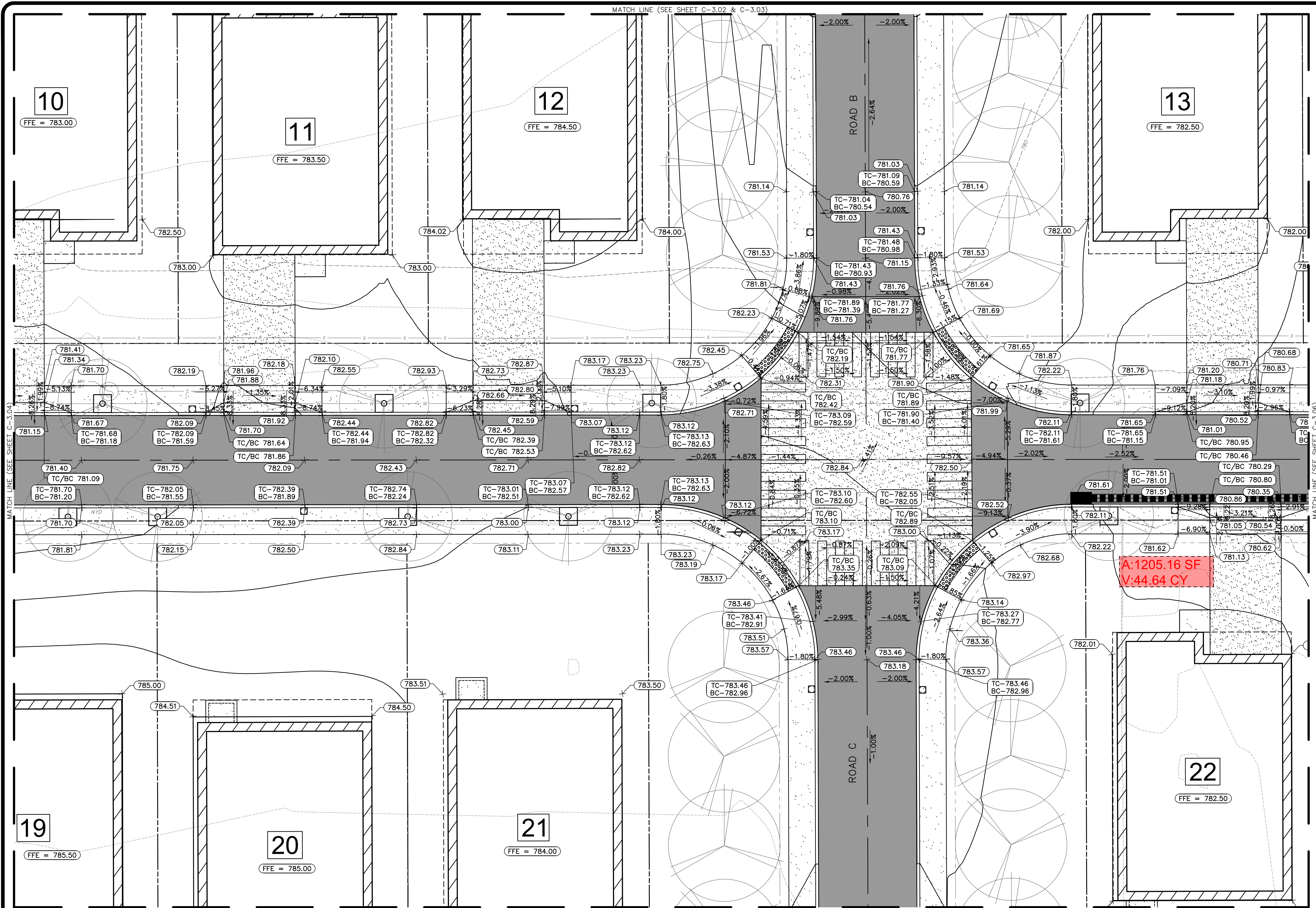
Work associated with this change order will not proceed until a signed copy of this document is received or written permission is given. If you have any questions or would like to discuss this request further, please contact us at 304-777-8987 or chris@firstfruits-wv.com.

Sincerely,
Chris Szabo

Vice President
First Fruits Excavating Inc

FIRST FRUITS EXCAVATING INC.

Job:	Village Crossing @ Campobello									Job:	25-009	
										Last Modified:	8/13/26 9:07	
Equipment												
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
	Sedgwick Street Undercut											
	Undercut / Compact / Place Geogrid / Backfill											
	MATERIAL											
	CR-6	1360	TN		\$ -		\$ -	15.5	\$ 21,080.00		\$ -	
	Disposal Fee	68	TRK		\$ -		\$ -	50	\$ 3,400.00		\$ -	
	Tensar BX1200 Grid	6	RL				\$ -	1300	\$ 7,800.00			
					\$ -		\$ -		\$ -		\$ -	
	LABOR				\$ -		\$ -		\$ -		\$ -	
2	Laborer	30	HR		\$ -		\$ -		\$ -	46.29	\$ 2,777.40	
2	Operator	30	HR		\$ -		\$ -		\$ -	52.17	\$ 3,130.20	
1	Foreman	30	HR		\$ -		\$ -		\$ -	87.5	\$ 2,625.00	
					\$ -		\$ -		\$ -		\$ -	
	EQUIPMENT				\$ -		\$ -		\$ -		\$ -	
2	Tri-axle w/ Driver	30	HR		\$ -	150	\$ 9,000.00		\$ -		\$ -	
1	Komatsu 360 Excavator	30	HR		\$ -	182.48	\$ 5,474.40		\$ -		\$ -	
1	Cat D3 Dozer	30	HR		\$ -	103	\$ 3,090.00		\$ -		\$ -	
1	Cat CS66B Roller	30	HR		\$ -	71.63	\$ 2,148.90		\$ -		\$ -	
					\$ -				\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ -		\$ 19,713.30		\$ 32,280.00		\$ 8,532.60	\$ 60,525.90
											\$ 8,532.60	Total Labor
											\$ 32,280.00	Total Material
											\$ 19,713.30	Total Equipment
											\$ -	Total Subcontractor
										6%	\$ 1,936.80	Sales Tax
											\$ 62,462.70	Sub Total
										15%	\$ 1,279.89	O&P Labor
										10%	\$ 3,228.00	O&P Material
										0%	\$ -	O&P Subcontractor
											\$ 66,970.59	Sub Total
										0.70%	\$ 468.79	Bond
											\$ 67,439.38	Grand Total



NEW BUILDING

NEW BITUMINOUS PAVEMENT ROADWAY

NEW CONCRETE SIDEWALK/CURB

NEW THICK CONCRETE DRIVEWAY/APRON

NEW TEMPORARY SURVEY BENCHMARK

LIMIT OF DISTURBANCE (10.60 AC)

EXISTING SANITARY SEWER MANHOLE

EXISTING STORM CATCH BASIN

EXISTING WATER VALVE

EXISTING PROPERTY LINE

EXISTING SANITARY SEWER LINE

EXISTING STORM PIPE

EXISTING WATER LINE

EXISTING NATURAL GAS LINE

EXISTING FENCE LINE

EXISTING CONTOURS

PROPOSED CONTOURS

EXISTING SPOT ELEVATION

PROPOSED SPOT ELEVATION

SLOPE DIRECTION DOWN

EXISTING TEXT

PROPOSED TEXT

PROPOSED STORMWATER INLET

PROPOSED STORMWATER MANHOLE

PROPOSED STORMWATER CLEANOUT

PROPOSED STORMWATER PIPE

GRADING & DRAINAGE PLAN

SCALE: 1"=10'

GRAPHIC SCALE

Scale: 1 inch = 10 feet

CALL BEFORE YOU DIG!

MARYLAND LAW REQUIRES 2 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL

One Call Systems International

CALL 1-800-257-7777

MISS UTILITY

TICKET #25070341

Professional Certification
I certify that these documents were prepared by me, approved by me, and that I am a duly licensed landscape architect under the laws of the State of Maryland, license number 03998, expiration date 03/28/2022.

No. Sheet Revisions

Date

ADDENDUM #2

05/06/25

Scale

AS NOTED

Date

APRIL 2025

Drawn By

SAS/CLK/JAG

Checked By

GLE

Project No.

039024-301

File No.

24301_C-3_G&D PLAN

ENGINEERING ARCHITECTURE AND DESIGN SERVICES

phone: 814.944.5035

fax: 814.944.4862

www.eadsgroup.com

PENNSYLVANIA / MARYLAND / WEST VIRGINIA

VILLAGE CROSSING AT CAMPOBELLO

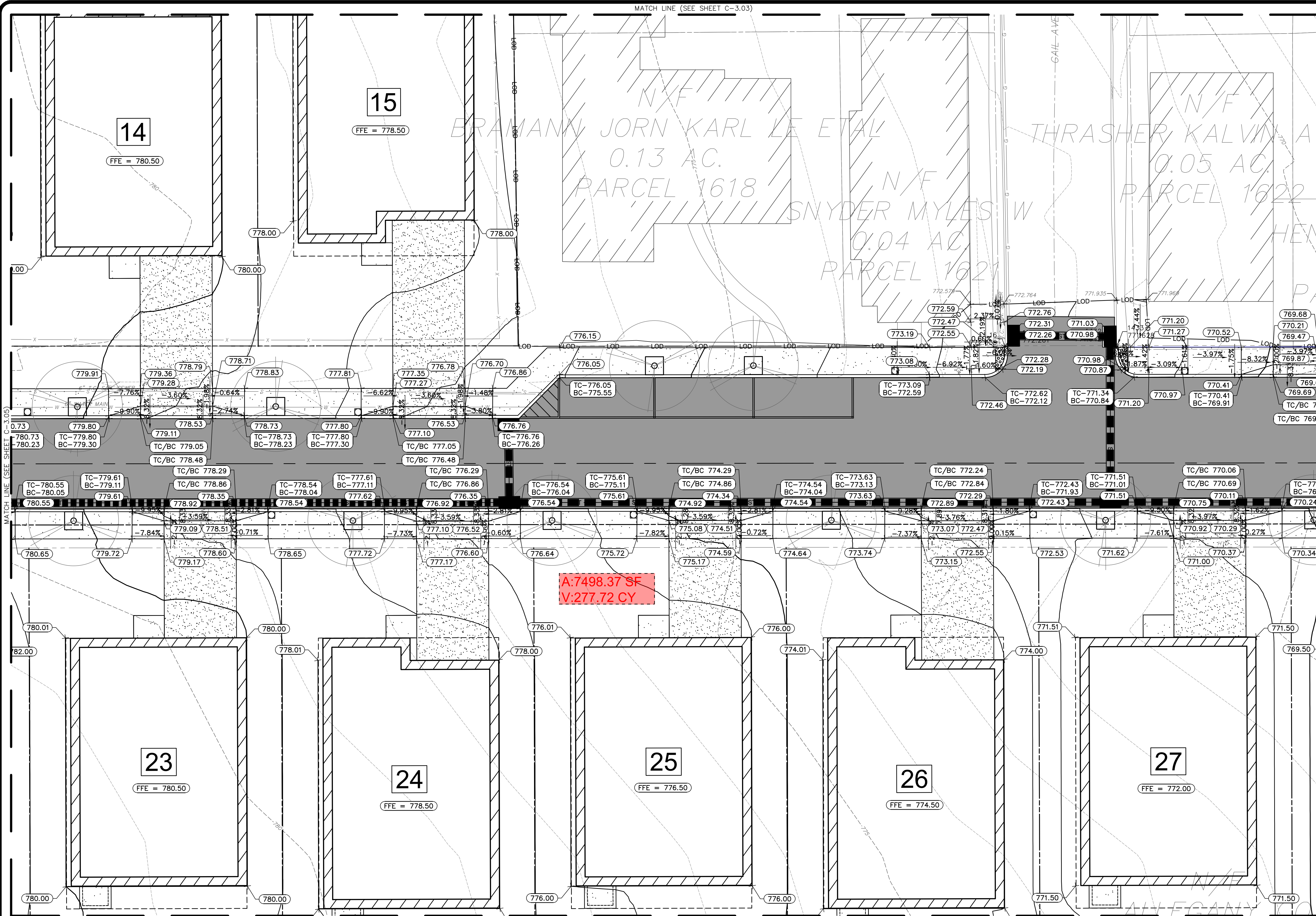
0380-24-301

NEW HOUSING DEVELOPMENT PROJECT

GRADING & DRAINAGE PLAN

Drawing No.

C-3.05



LEGEND

NEW BUILDING	NEW TEMPORARY SURVEY BENCHMARK	EXISTING PROPERTY LINE	EXISTING CONTOURS	PROPOSED STORMWATER INLET
NEW BITUMINOUS PAVEMENT ROADWAY	LIMIT OF DISTURBANCE (10.60 AC)	EXISTING SANITARY SEWER LINE	PROPOSED CONTOURS	PROPOSED STORMWATER MANHOLE
NEW CONCRETE SIDEWALK/CURB	EXISTING SANITARY SEWER MANHOLE	EXISTING STORM PIPE	EXISTING SPOT ELEVATION	PROPOSED STORMWATER CLEANOUT
NEW THICK CONCRETE DRIVEWAY/APRON	EXISTING WATER LINE	EXISTING STORM CATCH BASIN	PROPOSED SPOT ELEVATION	PROPOSED STORMWATER PIPE
	EXISTING STORM WATER VALVE	EXISTING NATURAL GAS LINE	SLOPE DIRECTION DOWN	
		EXISTING FENCE LINE	EXISTING TEXT	
			PROPOSED TEXT	

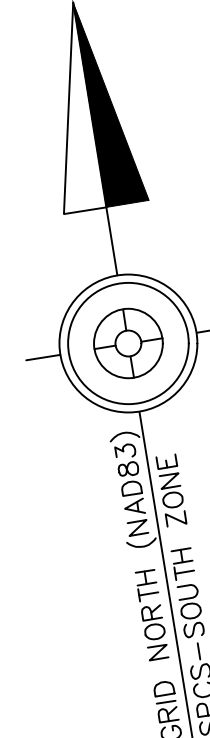
GRADING & DRAINAGE PLAN

SCALE: 1"=10'

GRAPHIC SCALE

Scale: 1 inch = 10 feet

CALL BEFORE YOU DIG!
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One Call Systems International
CALL 1-800-257-7777
MISS UTILITY
TICKET #25070341



Professional Seal

I certify that these documents were prepared by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, license number 038024-301, expiration date 03/28/2022.

Date: APRIL 2025

No.	Sheet Revisions	Date
1	ADDENDUM #2	05/06/25
2		
3		
4		
5		
6		
7		
8		
9		
10		

Scale: AS NOTED

Date: APRIL 2025

Drawn By: SAS/CLK/AJG

Checked By: GLE

Project No.: 038024-301

File No.: 24301_C-3_G&D PLAN

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VILLAGE CROSSING AT CAMPOBELLO

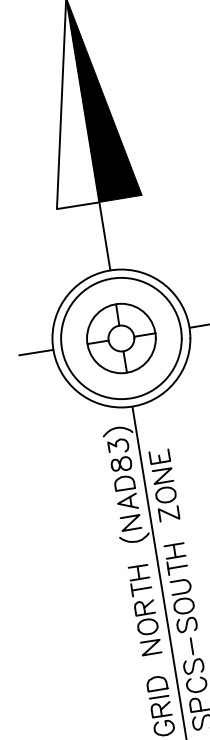
0380-24-301

NEW HOUSING DEVELOPMENT PROJECT

GRADING & DRAINAGE PLAN

Drawing No.

C-3.06



No.	Sheet Revisions	Date
2	ADDENDUM #2	05/06/25

Scale	AS NOTED
Date	APRIL 2025
Drawn By	SAS/CLK/JAG
Checked By	GLE
Project No.	0380-24-301
File No.	24301_C-3_G&D PLAN

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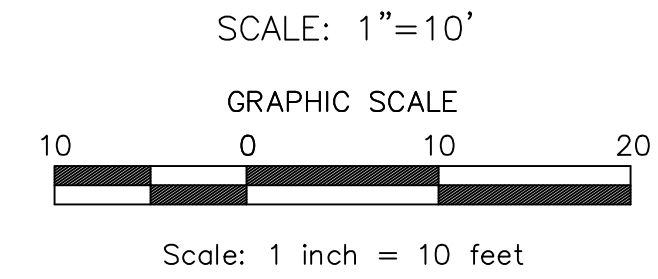
VILLAGE CROSSING AT CAMPOBELLO
0380-24-301
NEW HOUSING DEVELOPMENT PROJECT

GRADING & DRAINAGE PLAN

Drawing No.
C-3.07

	NEW BUILDING		NEW TEMPORARY SURVEY BENCHMARK		EXISTING PROPERTY LINE		EXISTING CONTOURS		PROPOSED STORMWATER INLET
	NEW BITUMINOUS PAVEMENT ROADWAY		LIMIT OF DISTURBANCE (10.60 AC)		EXISTING SANITARY SEWER LINE		PROPOSED CONTOURS		PROPOSED STORMWATER MANHOLE
	NEW CONCRETE SIDEWALK/CURB		EXISTING SANITARY SEWER MANHOLE		EXISTING STORM PIPE		EXISTING SPOT ELEVATION		PROPOSED STORMWATER CLEANOUT
	NEW THICK CONCRETE		EXISTING STORM CATCH BASIN		EXISTING WATER LINE		PROPOSED SPOT ELEVATION		PROPOSED STORMWATER PIPE
			EXISTING STORM CATCH VALVE		EXISTING NATURAL GAS LINE		SLOPE DIRECTION DOWN		
			EXISTING FENCE LINE				EXISTING TEXT		
							PROPOSED TEXT		

GRADING & DRAINAGE PLAN



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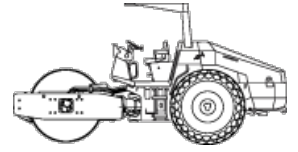
Adjustments for VernonWampler21 in All Saved Models

August 13, 2026

Caterpillar CS66B (disc. 2017)

Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
 Weight:
 N/A



Configuration for CS66B (disc. 2017)

Horsepower **129.9 hp** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,285.00	USD \$1,480.00	USD \$370.00	USD \$56.00	USD \$40.62	USD \$70.65
Adjustments						
Region (Maryland: 103.3%)	USD \$174.40	USD \$48.84	USD \$12.21	USD \$1.85		
Model Year (2016: 99.98%)	(USD \$0.88)	(USD \$0.25)	(USD \$0.06)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$5,458.53	USD \$1,528.59	USD \$382.15	USD \$57.84	USD \$40.62	USD \$71.63

Non-Active Use Rates

	Hourly
Standby Rate	USD \$15.51
Idling Rate	USD \$48.61

Active Rate to Submit

USD \$71.63

*Blue Book Rates adjusted for Maryland using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47.42%	USD \$2,505.91/mo
Overhaul (ownership)	25%	USD \$1,321.33/mo
CFC (ownership)	14.78%	USD \$781.02/mo
Indirect (ownership)	12.8%	USD \$676.74/mo
Fuel (operating) @ USD 5.21	43.33%	USD \$17.60/hr

Revised Date: 3rd quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (vernon@firstfruits-wv.com)

Adjustments for VernonWampler19 in All Saved Models

August 13, 2026

Komatsu PC360LC-10 (disc. 2017)
Crawler Mounted Hydraulic Excavators



Size Class:
33.5 - 40.4 mt
Weight:
79093 lbs

Configuration for PC360LC-10 (disc. 2017)

Horsepower	257.0 hp	Operating Weight	39.03 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$18,450.00	USD \$5,165.00	USD \$1,290.00	USD \$195.00	USD \$70.73	USD \$175.56
Adjustments						
Region (Maryland: 106.6%)	USD \$1,217.70	USD \$340.89	USD \$85.14	USD \$12.87		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$19,667.70	USD \$5,505.89	USD \$1,375.14	USD \$207.87	USD \$70.73	USD \$182.48

Non-Active Use Rates

	Hourly
Standby Rate	USD \$55.87
Idling Rate	USD \$137.19

Active Rate to Submit

USD \$182.48

*Blue Book Rates adjusted for Maryland using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30.28%	USD \$5,586.40/mo
Overhaul (ownership)	45.84%	USD \$8,456.89/mo
CFC (ownership)	13.12%	USD \$2,420.44/mo
Indirect (ownership)	10.77%	USD \$1,986.28/mo
Fuel (operating) @ USD 5.21	35.97%	USD \$25.44/hr

Revised Date: 3rd quarter 2026

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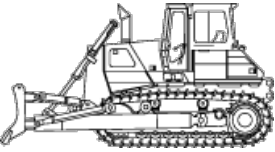
The equipment represented in this report has been exclusively prepared for (vernon@firstfruits-wv.com)

Adjustments for VernonWampler20 in All Saved Models

August 13, 2026

Caterpillar D3 LGP

Lgp Crawler Dozers

 Size Class:
85 - 104 hp
 Weight:
 N/A


Configuration for D3 LGP

Dozer Type	Straight Tilt	Horsepower	104 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$9,910.00	USD \$2,775.00	USD \$695.00	USD \$105.00	USD \$42.31	USD \$98.62
Adjustments						
Region (Maryland: 107.3%)	USD \$723.43	USD \$202.57	USD \$50.74	USD \$7.66		
Model Year (2023: 99.93%)	(USD \$7.44)	(USD \$2.08)	(USD \$0.52)	(USD \$0.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$10,625.99	USD \$2,975.49	USD \$745.21	USD \$112.59	USD \$42.31	USD \$102.68

Non-Active Use Rates

Standby Rate	Hourly	USD \$30.19
Idling Rate		USD \$73.45

Active Rate to Submit

USD \$102.68

*Blue Book Rates adjusted for Maryland using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25.67%	USD \$2,544.16/mo
Overhaul (ownership)	51.76%	USD \$5,129.33/mo
CFC (ownership)	10.2%	USD \$1,010.95/mo
Indirect (ownership)	12.37%	USD \$1,225.56/mo
Fuel (operating) @ USD 5.21	30.91%	USD \$13.08/hr

Revised Date: 3rd quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (vernon@firstfruits-wv.com)



Tristan Kimble <tristan@firstfruits-wv.com>

Re: Sedgwick Road Reconstruction

1 message

Buck Dayton <buck@firstfruits-wv.com>

Thu, Aug 6, 2026 at 2:30 PM

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

Cc: Matt Idleman <matt.idleman@cumberlandmd.gov>, Nathan Price <nprice@alleganygov.org>, Jeffrey Barclay <jbarclay@alleganygov.org>, Krista Sweitzer <ksweitzer@alleganygov.org>, Terry Lybarger <tlybarger@alleganygov.org>, Chris Szabo <chris@firstfruits-wv.com>, Tristan Kimble <tristan@firstfruits-wv.com>

we will work on this and have something for you first of next week

On Thu, Aug 6, 2026 at 2:17 PM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Buck - After doing some research, I believe our best option at this point is to undercut the road to a depth of 12" below bottom of your 5" pavement section and install a geogrid. Please send us the specs for the geogrid you have so that Matt and I can evaluate it. We may need you to check with suppliers to see what they can get that is similar to Tensar's BX1200 grid. 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

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Buck Dayton
President
First Fruits Excavating, Inc.
301-707-1565