



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: October 07, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation to the Bishop Walsh Mock Trial team in recognition of winning the 2025 Maryland State Championship
2. Presentation of awards given in recognition of employee career milestone anniversaries
3. Swearing in of the new City of Cumberland Police Chief

Director's Reports

(A) Public Works

1. Maintenance Division Monthly Report for September 2025

(B) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for September 2025

Approval of Minutes

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of September 16, 2025, and the Closed Session Minutes of September 23, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

1. Resolution No. R2025-07 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to a project generally identified as Evitts Creek CSO Phase Four or Evitts Creek CDO P-4 from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2
2. Resolution No. R2025-08 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to projects generally identified as vehicles, physical security upgrades, Shades Lane watermain replacement, garage doors and lift replacements, heavy machinery upgrades and repairs, solar power array and switch gear, and gate operator replacement from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

(B) Ordinances

1. Ordinance 4028 (*1st reading*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

(C) Orders (Consent Agenda)

1. Order 27,848 - declaring certain Cumberland Police Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal
2. Order 27,849 - authorizing the Acting Chief of Police to accept the FY26 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$79,525 to assist with the annual body camera hardware/software costs and to purchase an interview room recording system
3. Order 27,850 - authorizing the Acting Chief of Police to accept the FY26 MPCTC Professional Development Fund Grant in the amount of \$1,200 to purchase scenario-based airsoft handguns to be used during training
4. Order 27,851 - approving a \$100,000 contribution to Canal Place in support of the Sediment Management Plan associated with the River Park at Canal Place, and authorizing an increase to the FY 26 General Fund City Hall donation budget in the amount of \$100,000
5. Order 27,852 - authorizing the execution of an Outdoor Dining Lease Agreement with Curtis Coney Island Famous Weiners for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective November 1, 2025 through October 31, 2026
6. Order 27,853 - authorizing appointments to the Cumberland Housing Authority and the Zoning Board of Appeals
7. Order 27,854 - 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 "Fall Fest"

Event on October 18, 2025 from 4:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted

- [8.](#) Order 27,855 - abating City property taxes for the Carver Center, 340 Frederick Street (Tax ID's 23-001233 and 23-003422) for Tax Years FY25 and FY26
- [9.](#) Order 27,856 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2026 for the estimated amount of \$1,060,182 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage
- [10.](#) Order 27,857 - authorizing the execution of a contract of sale between the Mayor and City Council of Cumberland and Ellen Beth Dunlay Dysart, authorizing the purchase of the property known as Lots 12-14, Block 7, Johnson Heights Addition in Cumberland, MD (Tax ID's 04-009770 and 04-009789) for the purchase price of \$7,900
- [11.](#) Order 27,858 - authorizing the engagement of Rivers & Roads Consulting for the Attainable Housing Coalition Strategic Plan in the lump sum amount of \$20,000, plus travel costs; with the funding source for this plan being the ICMA Economic Mobility Cohort Grant
- [12.](#) Order 27,859 - rescinding Order No. 26,960, originally approved on February 15, 2022, and authorizing the Chief of Police to offer certain incentives to Cumberland Police Department employees
- [13.](#) Order 27,860 - authorizing the execution of Change Order No. 1 with Metro Recreation for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) for costs associated with the removal of sand and preparation of the site in the amount not to exceed \$12,400, bringing the total project cost not to exceed \$148,731
- [14.](#) Order 27,861 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and James R. Pyles for the position of Police Chief to be effective October 7, 2025, for a three (3) year term, with automatic one-year renewals thereafter, contingent upon terms of the agreement
- [15.](#) Order 27,862 - authorizing Carl Belt, Inc. to perform emergency repair work on the manhole structure on Mechanic Street in the amount not to exceed \$94,894.55
- [16.](#) Order 27,863 - accepting the proposal from Belt Paving, Inc. to provide mill, patch and paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$199,251.65, which is in accordance with Section 2-171(c) of the City Code, utilizing the Maryland State Highway Administration's (SHA) existing contract with Belt Paving
- [17.](#) Order 27,864 - declaring real property known as Walnut Island to be surplus property to be offered for sale
- [18.](#) Order 27,865 - executing a donation agreement between the Mayor and City Council of Cumberland and Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall, for the donation of the parcel of real property at 124-126 Arch Street and the improvements thereon, if any, to the City, and accepting the deed effecting the transfer of said property

[19.](#) Order 27,866 - adopting the Brand Guide, effective this date

[20.](#) Order 27,867 - declaring real property known as 840 Gephart Drive and 414 Grand Avenue to be surplus property to be offered for sale

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division Monthly Report for September 2025

MAINTENANCE DIVISION REPORT

SEPTEMBER 2025

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 31 service requests completed
 - 18 streets and 4 Alleys repaired
- Street Maintenance and Utility Work
 - Began Fall Paving (Completed)
 - Johnson Street
 - Millman Place
 - Welch Avenue
 - Forrester Avenue
- Tree Removal and Pruning (Arborist)
 - 7 hazard trees were removed
 - 34 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 30 tree complaints and tree issues
- Street Cleaning Operations
 - New street sweeper was selected and approved for purchase by M&CC approximately 30-day lead time
 - Current sweeper is in operation on normal schedule
- Sign Work
 - 15 traffic control signs repaired / installed
 - 9 street name signs repaired / installed
 - 4 handicap signs repaired / replaced
 - 2 handicap signs removed / installed
- Parks & Rec
 - Work continues at Mason Complex to get repaired and re-opened.
 - Planning on Fairmont Avenue Project has begun.
 - Normal P&R maintenance continues (demand decreasing)

Fleet Maintenance Monthly Report

September 2025

Departments	Count of Maintenance Type
Central Services	1
Lights and Electrical	1
Community Development	2
PM - Oil Change	2
Fire	7
Body Repair	1
Brakes	1
Fluid Leak	1
PM - Oil Change	3
Steering/Suspension	1
Fleet Maintenance	2
PM - Seasonal Service	2
Parks and Rec	2
Body Repair	1
Transmission	1
Police	20
Battery	2
General Repair	2
Lights and Electrical	3
No Start	1
Oil and Filter Change	1
PM - Oil Change	10
Tires/Tire Repair	1
Public Works	3
General Repair	1
No Start	1
Tires/Tire Repair	1
Sewer	5
Diagnostics	1
PM - Oil Change	2
Tires/Tire Repair	1
Welding and Fabrication	1
Street	18
Body Repair	1
Diagnostics	4
Fluid Leak	2
General Repair	3
Lights and Electrical	1
No Start	4
PM - Oil Change	3

Water Distribution	9
Body Repair	2
Fluid Leak	2
General Repair	1
PM - Oil Change	2
Welding and Fabrication	1
Windshield/Glass	1
WFP	2
Fluid Leak	1
Tires/Tire Repair	1
WWTP	1
PM - Oil Change	1
Grand Total	72

**CENTRAL SERVICES
MONTHLY REPORT
SEPTEMBER 2025**

- **City Hall**: Replaced the floor under the toilet in the second-floor bathroom. Repaired a few lights in City Hall that were reported not working. Took 9 tables and 20 chairs to the Council Chambers and set them up for the CLGA. Start getting everything ready to replace the carpet on the second floor of City Hall. Replacing carpet on the 2nd floor of City Hall. Replaced door handle on main floor bathroom. Start pulling weed in the flower beds around City Hall. Replaced 3 lights that are not working and change to red for a few nights around the outside of the building in the flower bed at City Hall.
- **Municipal Service Center**: Fixed the light over the door to the fleet garage on the east side. Picked up 9 tables and 20 chairs from the Council Chambers and moved back to MSC. Garage floor temporary repairs for the CLGA event on Oct. 2nd. Made a curtain for the east side garage door for the CLGA event on Oct. 2nd. Cleaned up garage area and other necessary areas at MSC. Worked on the clogged sink drain in the men's bathroom. Cleaned the garage beside the offices for the CLGA event Thursday evening.
- **Public Safety Building**: Worked on the parking lot lights at PSB, the two on the Fire Department side were not working due to no power. Installed monitors in the 3rd floor training room. Assembled a new table and chair for the police in the 3rd floor training room. Located where the bad underground wiring is for the parking lot lights. PMs on the HVAC motors and pumps. Finished up on the fixing the underground wire that feeds the light pole in front of the Fire Department garage door #6. Cleaned up the concrete from the underground wires we fixed. Worked on the belt guards on AHU#2 that are making a noise sometimes in the boiler room. Checked on garage door # 3 in the Fire Department at PSB - the bolts fell out of the spring hubs. Fixed the blower motor belt guard on #2 AHU in boiler room. Installed a new cat-6 cable on the second floor of the police side from IT room to IT Todd's office in the north east side. Fixed a leaking 2-inch copper water supply in the ceiling of the Fire Departments kitchen for the domestic hot water.

- **Fire Station #2:** Checked on the mini split A/Cs and garage door.
- **Downtown Area & Mall:** Set up stage on Washington Street for Heritage Days Festival. Cleaned up stage on Washington Street for Heritage Days Festival.
- **Parks:** Re-installed the photocell in the light pole at Long Field parking lot that was removed for the star gazing event over the weekend. Looked at what we need to do to install the lighting control system at Mason Complex power panel. Took a new diving board to the park and stored in the main pool building at Constitution Park.
- **Traffic and Street Lights:** Reported 30 street lights for the power company to repair. Took DVR from Mechanic and Harrison intersection to the police to see if they can see an accident.
- **Other areas:** Worked on the gas detection meter and PLC at Mill Race CSO. Fixed the pole light behind the main building at Cavanaugh Field, which hasn't worked since building was redone. Checked and fixed all the EXIT and emergency lights in the Frederick Street parking garage and door hardware on the exit doors. Fixed all 5 lights on top of the Frederick Street Garage. Installed a new dusk to dawn light at Cavanaugh Field. Replaced all the EXIT signs and emergency lights at Frederick Street garage.
- Received 94 work orders in September
- Completed 61 work orders September
- Monthly Safety Meeting – September 9, 2025
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for September 2025

[illegible]

Watershed					
Investigated leak on 36" main - Lake Gordon Rd Took fire hose to Union St Fabricated brackets for gate latches @ park Unloaded material @ warehouse Cut, welded & set post @ park Moved equipment all day (9/3) Flushed hydrants - Longwood/Camden/Brown Ave (several days) Poured concrete, topsoiled, seeded & mulched @ park Moved paving equipment Made gate latch brackets @ park Removed downed tree @ Lake Gordon boat ramp Finished setting last gate post @ park - welded latch & painted / cleaned up old gate Poured concrete around & inside of gate post @ park Finished gate @ park/paint clean-up/cable bracket Put up cable @ park from a tree to new gate Graded dirt around new playground Hand dug meter box (pressure problem) - Mason Complex Hauled excavator from Ridgeley Flood Control to Growden Rd to remove brush & trees @ gate 9/1 Refueled equipment - Shades Ln 2025 Fall Hydrant Flushing Program (4 week program)					
GRAND TOTAL					1108

Sanitary Sewer Department Monthly Report



Sep-25

Calls Answered:	13
Service Lines Opened:	1
Owner's Trouble:	3
Traced Lines/ mains	41
Flushed Mains	3,168
Mains Repaired/ Replaced	2-18ft
Sewer Taps Installed	1
Cleaned Catch Basins	23
Cleanouts Installed	2
Televised Sewer Mains	17-4173 ft
Televised Sewer Lines	4-155ft
Call Outs/ Overtime	2calls 4hrs
Weekly Check of Overflows, pits, etc....	4

George Chory

Supervisor

Water Usage:

608	12,000	Gals.
605	6,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of September 16, 2025, and the Closed Session Minutes of September 23, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, September 16, 2025; 4:30 p.m.

On September 16, 2025, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss personnel matters in regard to the recruitment of a Chief of Police, and to consult with staff and also obtain legal advice about threatened litigation regarding water service provided to certain outside-City water customers. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(7) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

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

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

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



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, September 16, 2025; 4:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Shannon Berry, Assistant to the City Clerk; Michael Cohen, City Solicitor; Acting Chief Lieutenant Bonner; Robert Smith, Director of Engineering

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

Public: Frank Asher and Kit Pepper Lescalette

I. DISCUSSION ON ORDINANCE 4019

Councilman Furstenberg and Frazier read the proposed language to revise the current language in Ordinance 4019. All agreed with the language in Councilman Frazier’s proposal.

Councilman Frazier voiced a concern with the City Administrator approving events and feels the decision should be made with a committee of five or more persons. Mayor Morriss advised that, due to the appeals process incorporated in the Ordinance, the need for such a committee would be eliminated.

The events committee considers the logistical elements, such as the impact on city resources. Although insurance is not an option to be waived, any fees involved with an event that the applicant would like waived can be brought to the attention of the Mayor and City Council. The City Administrator does not deny events and operates within the scope of the Ordinance already set in place.

A discussion ensued regarding various events and their associated aspects.

II. DISCUSSION ON THE CENTRICA AGREEMENT

Robert Smith advised of a project that would create energy savings, and the savings would be used to fund other projects that may have been unaffordable. At the WWTP, a switchgear is in need of replacement as it has reached the end of its useful life and is unable to power the plant.

In an effort to offset the investment, Centrica would install solar panels on two acres of the old baseball field behind the plant. The total wattage the panels will create is 35% of the energy needs at the plant. The agreement would be for 15 years and would include a performance guarantee that outlines the expected energy savings the panels will provide. If Centrica fails to meet this number, it will issue a check to the City for the difference.

The upfront cost is \$1M, but it will offset a \$1M savings after 25 years, therefore hedging future energy increases. It is expected that the panels will degrade at .5% a year and should reach 25-30 years of expectancy. Depending on the success of this project can determine the use for future projects.

III. ARC MATCH FOR SPORTS COMPLEX FEASIBILITY STUDY

Mr. Silka spoke of a conversation regarding a sports facility in the city and updated that the CEDC has aligned some vendors to conduct a feasibility study to consider the impact, the number of standalone facilities, restaurants, and the region as a whole. The study would tell us what size of a facility the area could support.

A grant application has been submitted through ARC for this study, and the estimated cost will be approximately \$ 90,000. ARC will cover 70% of the cost, and the City will cover the remaining 30%, resulting in a total cost to the City of around \$ 27,000. To move forward, ARC would like to see the commitment from the City to agree to the funds by approval from the Mayor and City Council.

IV. DISCUSSION ON A POLICE HIRING INCENTIVE

Mr. Silka updated that he is working on an order from 2022 to make modifications to the language. The following are areas of interest and include modifications:

1. In addition to officers receiving a 100% tax credit, upon the end of employment for the officer, the tax credit would be prorated for the entire months they resided in the city for that year.
2. Newly hired certified officers would receive a \$15K bonus, distributed in three \$5K increments.
3. Academy incentives for completing training.

Eric Bonner noted that funds for hiring police officers come from PRAR grants, and the city does match as well.

V. CITY ADMINISTRATOR UPDATES

Mr. Silka updated the Corridor of Opportunity, which took place the previous week, with about 35 in attendance and great feedback. A walking tour will take place the following week.

Councilmembers discussed the project and the impact it would have on the community.

VI. REVIEW OF THE PUBLIC MEETING AGENDA OF SEPTEMBER 16, 2025

Mr. Silka updated on a few new orders:

- Order #5 authorizes the naming opportunities on Baltimore Street
Councilman Cioni inquired about naming opportunities at the park.
- Order #8 is to improve the traffic flow for Ascension Street.
- Order #12 is receiving grant funds for the Main Street program for staff funding and marketing.
- Order #10 is accepting the agreement with Centrica for the installation of solar panels.

VII. MAYOR AND CITY COUNCIL UPDATES

- Heritage Days and the Whiskey Rebellion began on Friday, drawing great attendance. Railfest and the car show also had a fantastic turnout. The LaVale Lions Club sold out, ending another successful event.
- Councilman Cioni provided a handout for Park and Recreation updates.
- Progress has continued on the skatepark.
- The YMCA Dragonboat race is this weekend at Rocky Gap.
- MML Fall Conference.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:02 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: September 16, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Berry, Assistant to the City Clerk, Acting Chief Bonner and Chief Adams;

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, September 16, 2025 for the purpose of immediately closing the meeting to discuss personnel matters in regard to the recruitment of a Chief of Police, and to consult with staff and also obtain legal advice about threatened litigation regarding water service provided to certain outside-City water customers. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(7) and (b)(8) of the General Provisions Article of the Annotated Code of Maryland.

V. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for August 2025

(B) Public Works

1. Maintenance Division Monthly Report for August 2025

(C) Fire Department

1. Fire Department Monthly Report for August 2025

(D) Police Department

1. Police Department Monthly Report for August 2025

(E) Utilities- Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Report for August 2025

VI. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of September 6, 2025

VII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No public comments were received

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 27,835 - declaring a certain Cumberland Police Department Vehicle to be surplus property and authorizing it for sale, trade in, scrap or disposal
2. Order 27,836 - accepting the purchase agreement from Timbrook Chrysler, Dodge, Jeep, Ram for the purchase of a 2023 Jeep Grand Cherokee at a final cost of \$23,499
3. Order 27,837 - accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Fall paving operations in the amount not to exceed \$95,000
4. Order 27,838 - accepting the proposal from Victory Trenchless for the continuation of CIPP sewer line rehabilitation on Beechwood Drive, Williams Street, and additional locations as determined by the Sewer Department Superintendent in the amount not to exceed \$339,094, in accordance with City

Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts

5. Order 27,839 - authorizing naming opportunities for the benches and the waterfall on Baltimore Street under the guidelines that a bench opportunity is \$1,000 and lasts for the useful life of the bench, and the waterfall opportunity will either be \$5,000 for a five year naming right or \$10,000 for a ten year naming right with the proceeds being utilized exclusively for the maintenance of Baltimore Street amenities
6. Order 27,840 - authorizing the execution of a Fiscal Agent and Grant Agreement by and between the Maryland Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of \$120,000.00 in funding for the "Messick Road Sewer Extension"; and further authorizing the City Comptroller to accept said grant funds and the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds
7. Order 27,841 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on Mechanic Street (City Project 2025-16-PVG) in the total amount not to exceed \$31,919.34, utilizing pricing obtained through the Maryland State Highway Administration's (SHA) existing contract in accordance with City Code Section 2-171(c)
8. Order 27,842 - approving a change in traffic flow for Ascension Street, converting from two-way traffic to one-way traffic with traffic entering from Williams Street to Baker Street and also Jefferson Street, converting from two-way traffic to one-way traffic with traffic entering from Baker Street to Maryland Avenue; Parking will remain allowable on one side of the street on both Ascension and Jefferson Streets
9. Order 27,843 - accepting the sole source proposal from Bortek Industries for the purchase of one Demo Dulevo D6 Street Sweeper in the total amount not to exceed \$325,000, in accordance with City Code Sec 2-171(c) relating to purchasing cooperatives and piggyback contracts
10. Order 27,844 - authorizing the execution of an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed \$25,000 in grant funds to the City to be used for operating support through the Main Street Improvement Program, and authorizing the City Comptroller to accept these funds

11. Order 27,845 - authorizing Special Taxing District residential exemptions for 27 N. Centre Street in the amount of \$355.91, 50-52N.Centre Street in the amount of \$313.34 and 43-45 N. Liberty Street in the amount of \$220.63.
12. Order 27,846 - authorizing the execution an Engineering Procurement & Installation Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation and maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at a contract price not to exceed \$4,241,351.96
13. Order 27,847 - authorizing the execution of a Solar PV Maintenance & Production Guarantee Agreement with Centrica Business Solutions Services, Inc., relative to the annual maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at an annual contract price not to exceed \$21,902 with the annual maintenance agreement commencing on the date notified in writing by Centrica that all of the conditions in respect of the systems have been met and shall continue for an initial term of five years with automatic renewal for up to two successive renewal terms of five years each unless earlier terminated in writing as specified in the contract terms

IX. Public Comments

All public comments are limited to 5 minutes per person.

Brandon Fisher is speaking of 211 & 213 Pennsylvania Avenue. The unresolved issue has led to a severe infestation of roaches that cannot be ignored. The property was declared uninhabitable as of August 29, 2025, and multiple other houses are now facing the infestation, including residents on Seymour Street. He has spent \$800 in chemicals and professional services to treat his own residence.

The issue has been reported for the past two years. The code states that all yards must be free of trash to prevent rodent and vermin infestations. He inquired as to why the landlord had just been cited this past week and why they did not address the situation sooner, as it would not be in the worsened condition it is today. He invited the Council Members to speak with him after the meeting to review photos and documentation of the issue.

Mr. Silka advised that he would speak with Code Enforcement and find out how to resolve the issue.

Robert Parks is speaking about the water/sewage/trash bills he receives. He lives alone and receives a bill for \$100, yet he only puts out one bag of trash a month. For the past three weeks, his water has been yellow. After the water department flushed the hydrant, they advised him to run his water for 45 minutes to clear the line, a procedure that would result in his expense. He also inquired about his sewage cost of \$41.35.

Mayor Morriss advised that the water and sewer rates are based on the consumption as indicated by the meter. The trash rate is based on the contract with Burgmeier, and the rate was increased to meet the administered rate.

Evan D'Atri is speaking of the abandoned properties they live next to at 124 & 126 Arch Street. The conditions of the homes have caused mice to chew through the walls, putting his children and animals at risk. Raccoons and possums have been digging under their fence. A large tree is also growing onto the fence. There are videos of people entering and exiting the house, including children. The police and the City have been contacted with little response. He is asking the city to take the issue seriously.

Mayor Morriss advised that the issue would be reviewed.

Mat Lima is discussing a fifth-wheel trailer that he has purchased and would like to park closer to town, inquiring about the applicable restrictions.

Mayor Morriss advised that zoning would not allow for a trailer park in the City, but he would look into the matter to confirm.

Michael Mudge wanted to advise that he verified the Mayor and City Council's word concerning Ordinance 4019 regarding small events and confirmed that he organized a prayer vigil for Charlie Kirk and our Nation's most recent events on short notice, without being advised to obtain a permit or provide insurance. The event was successful with over 200 in attendance, and he thanked the City for its collaboration.

Mayor Morriss asked Michael to please dispel the rumor that he advised the event needed to move from Baltimore Street to City Hall. Michael confirmed there was no truth to that remark, and he would be sure to rectify the statement.

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:47 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, September 23, 2025; 4:30 p.m.

On September 23, 2025, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to conduct interviews for the Chief of Police position and to hold discussion relative to the same. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; City Solicitor, Michael Cohen; Mark Sroka, Chief of Police from Gaithersburg; and 2 candidates for the Chief of Police Position

File Attachments for Item:

. Resolution No. R2025-07 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to a project generally identified as Evitts Creek CSO Phase Four or Evitts Creek CDO P-4 from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

RESOLUTION NO. R2025-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
A RESOLUTION DECLARING THE OFFICIAL INTENT OF MAYOR AND CITY
COUNCIL OF CUMBERLAND TO REIMBURSE EXPENDITURES PAID WITH
RESPECT TO A PROJECT GENERALLY IDENTIFIED AS EVITTS CREEK CSO
PHASE FOUR OR EVITTS CREEK CSO P-4 (OR BY SIMILAR NAMES) FROM
PROCEEDS OF “REIMBURSEMENT BONDS” IN ACCORDANCE WITH U.S.
TREASURY REGULATION SECTION 1.150-2.

RECITALS

1. Pursuant to appropriations provided for in the fiscal year 2026 budget, Mayor and City Council of Cumberland, a Maryland municipal corporation (the “City”), has or will be (i) undertaking a project generally referred to as Evitts Creek CSO Phase Four or Evitts Creek CSO P-4 (or by similar names), which involves the replacement of the sewer line connected to the Evitts Creek Substation and related improvements (the “Project”).

2. The City anticipates borrowing money for costs of the Project, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City, any of which series may consist of a single bond or evidence of indebtedness (collectively, or individually by series, the “Bonds”).

3. The City reasonably expects to spend City funds on costs of the Project prior to issuance of the Bonds or any interim financing issued or incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Project, and/or (ii) to use proceeds of the Bonds to refinance all or a portion of any

interim borrowing issued or incurred by the City that is applied to reimburse the City for previously paid costs of the Project.

4. Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that local governments funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond”, all within the meaning of the Reimbursement Regulations.

5. The City is an “issuer” for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing issued or incurred in anticipation of the Bonds) original expenditures paid for costs of the Project.

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

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to the Project shall be deemed to include any changes in the scope of activities of the Project made by the City in accordance with applicable budgetary or other law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Project shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing related to the Project and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of its reasonable expectation that the City will (i) expend money to pay costs of the Project prior to the issuance of the Bonds (or any interim financing issued or incurred in anticipation of the Bonds), and (ii) use proceeds of the Bonds (or such interim financing), which Bonds (or such interim financing) will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such previously paid costs of the Project. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Bonds expected to be issued for the Project (and the maximum principal amount of any interim financing to be issued or incurred in anticipation of the Bonds) is Two Million Three Hundred Fifty-Five Thousand Fifty Dollars (\$2,355,050.00); such specified maximum principal amount applies, to the extent applicable, both to any Bonds issued for the Project and to any interim financing issued or incurred for the Project. The Bonds and any such interim financing may be issued or incurred during fiscal year 2026 or a subsequent fiscal year.

SECTION 4. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

[CONTINUED ON FOLLOWING PAGE]

SECTION 5. This Resolution shall take effect from the date of its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

Introduced: _____, 2025

Adopted: _____, 2025

Votes for adoption:_____

Votes against adoption:_____

Abstentions:_____

Effective: _____, 2025

File Attachments for Item:

. Resolution No. R2025-08 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to projects generally identified as vehicles, physical security upgrades, Shades Lane watermain replacement, garage doors and lift replacements, heavy machinery upgrades and repairs, solar power array and switch gear, and gate operator replacement from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

RESOLUTION NO. R2025-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
A RESOLUTION DECLARING THE OFFICIAL INTENT OF MAYOR AND CITY
COUNCIL OF CUMBERLAND TO REIMBURSE EXPENDITURES PAID WITH
RESPECT TO PROJECTS GENERALLY IDENTIFIED AS VEHICLES, PHYSICAL
SECURITY UPGRADES, SHADES LANE WATERMAIN REPLACEMENT,
GARAGE DOORS AND LIFT REPLACEMENTS, HEAVY MACHINERY
UPGRADES AND REPAIRS, MAIN SLIDE REPLACEMENT, CAMERA SYSTEM
UPGRADE, SOLAR POWER ARRAY AND SWITCH GEAR, AND GATE
OPERATOR REPLACEMENT FROM PROCEEDS OF “REIMBURSEMENT BONDS”
IN ACCORDANCE WITH U.S. TREASURY REGULATION SECTION 1.150-2.

RECITALS

1. Pursuant to appropriations provided for in the fiscal year 2026 budget, Mayor and City Council of Cumberland, a Maryland municipal corporation (the “City”), has or will be (i) acquiring or undertaking, as applicable, vehicles (including patrol vehicles, pickup trucks and a truck with a plow attachment), physical security upgrades, Shades Lane watermain replacement, garage doors and lift replacements at various City facilities, heavy machinery upgrades and repairs, main slide replacement, a camera system upgrade, solar power array and switch gear, and gate operator replacement projects (collectively, the “Projects” or, individually, a “Project”).

2. The City anticipates borrowing money for costs of the Projects, such borrowing to be evidenced by one or more series of general obligation bonds or other evidence of indebtedness to be issued by the City (collectively, or individually by series, the “Bonds”).

3. The City reasonably expects to spend City funds on costs of the Projects prior to issuance of the Bonds or any interim financing issued or incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Projects, and/or (ii) to use proceeds of the Bonds to refinance all or a portion of any interim borrowing issued or incurred by the City that is applied to reimburse the City for previously paid costs of the Projects.

4. Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that local governments funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond”, all within the meaning of the Reimbursement Regulations.

5. The City is an “issuer” for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing issued or incurred in anticipation of the Bonds) original expenditures paid for costs of the Projects.

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

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to the Projects shall be deemed to include any changes in the scope of activities of a Project made by the City in accordance with applicable

budgetary or other law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Projects shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing related to any Project and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of its reasonable expectation that the City will (i) expend money to pay costs of the Projects prior to the issuance of the Bonds (or any interim financing issued or incurred in anticipation of the Bonds), and (ii) use proceeds of the Bonds (or such interim financing), which Bonds (or such interim financing) will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such previously paid costs of the Projects. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Bonds expected to be issued for the Projects (and the maximum principal amount of any interim financing to be issued or incurred in anticipation of the Bonds) is Four Million Nine Hundred Ninety-Eight Thousand Five Hundred Ninety-Five Dollars (\$4,998,595.00); such specified maximum principal amount applies, to the extent applicable, both to any Bonds issued for such Projects and to any interim financing issued or incurred for such Projects. The Bonds and any such interim financing may be issued or incurred during fiscal year 2026 or a subsequent fiscal year.

SECTION 4. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

[CONTINUED ON FOLLOWING PAGE]

SECTION 5. This Resolution shall take effect from the date of its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

Introduced: _____, 2025

Adopted: _____, 2025

Votes for adoption:_____

Votes against adoption:_____

Abstentions:_____

Effective: _____, 2025

File Attachments for Item:

. Ordinance 4028 (*1st reading*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

ORDINANCE NO. 4028

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT SECTION 15-80 OF THE CITY CODE PERTAINING TO THE APPLICABILITY AND SHORT TITLE OF THE PARADES, SPECIAL EVENTS AND SMALL EVENTS ORDINANCE IN ORDER TO ADD A STATEMENT OF THE PURPOSE OF THE SAID ORDINANCE.”

WHEREAS, the City’s Parades, Special Events, and Small Ordinance is codified in Article V of Chapter 15 of the City Code.

WHEREAS, Section 15-80 of the said Ordinance sets forth its applicability and short title.

WHEREAS, the Ordinance does not include a statement regarding its interpretation in relation to individuals’ rights under the First Amendment to the United States Constitution and Maryland’s equivalent laws.

WHEREAS, the Mayor and City Council believe that including such a provision will serve the public interest.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 15-80 of the Code of the City of Cumberland (1991 Edition) is hereby repealed and reenacted and shall read as set forth below.

Sec. 15-80. – Applicability; purpose; short title.

- (a) *Applicability.* The terms of this article shall apply to parades, special events, and small events, as indicated hereinafter.
- (b) *Interpretation.* Nothing in this article shall be construed to diminish, limit, or restrict the rights of free speech, freedom of assembly, or other rights secured by the First Amendment to the United States Constitution, the related provisions of the Maryland Declaration of Rights, and the case law interpreting these rights.
- (c) *Short title.* The short title of this article shall be the Parades, Special Events, and Small Events Ordinance.

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

Passed this 21st day of October, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Order 27,848 - declaring certain Cumberland Police Department vehicles to be surplus property and authorizing them for sale, trade in, scrap or disposal

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

ORDER NO. 27,848

DATE: October 7, 2025

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 or scrap:

Item	Department	Description	VIN No.
Unit 7	Police	2015 Ford Interceptor	1FMHP2MK4FG105020
Unit 13	Police	1999 Workhorse Step Van	5B34HP32Y0X3309162
MPA1	Police	2008 Chevy Silverado	GCHK24K08E137152

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 7, 2025

Key Staff Contact: Sgt. Barry Fickes/Lt. Eric Bonner, Acting Chief

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 #7 - 2015 Ford Interceptor - VIN# 1FMHP2MK4FG105020

Unit #13 - 1999 Workhorse Step Van - VIN# 5B34HP32Y0X3309162

MPA1 - 2008 Chevy Silverado - VIN# GCHK24K08E137152

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,849 - authorizing the Acting Chief of Police to accept the FY26 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$79,525 to assist with the annual body camera hardware/software costs and to purchase an interview room recording system

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

ORDER NO. 27,849

DATE: October 7, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to accept the FY26 Police Accountability, Community and Transparency (PACT) Grant entitled "Body Worn Camera Program" in the amount of Seventy Nine Thousand Five Hundred Twenty Five Dollars and No Cents (\$79,525.00) to assist with annual Body Worn Camera hardware/software costs and to purchase an interview room recording system.

Raymond M. Morriss, Mayor

Grant: PACT-2026-0043

Council Agenda Summary

Meeting Date: October 7, 2025

Key Staff Contact: Lt. Alex Menges/Lt. Eric Bonner/Acting Chief of Police

Item Title: FY26 PACT BWC Grant

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

Authorize the Chief of Police to accept the FY26 Police Accountability, Community and Transparency (PACT) Grant in the amount of \$79,525 to assist with the annual body camera hardware/software costs and to purchase an interview room recording system.

Amount of Award: \$79,525

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

September 10, 2025

Lieutenant Alex Menges
Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: PACT-2026-0043

Dear Lieutenant Menges:

I am pleased to inform you that your grant application entitled, "**CPD FY26 PACT**," in the amount of \$79,525.00 has received approval under the Police Accountability, Community and Transparency Grant program. Eric Bonner has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Prevention and Policy.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Breyann Williams**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,



Sharon Leason

Funding Manager

cc: Lieutenant Eric Bonner



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Williams, Breyann
Thomas, Courtney

Budget Notice

Grant Award Number:	PACT-2026-0043		
Sub-recipient:	Cumberland Police Department		
Project Title:	CPD FY26 PACT		
Implementing Agency:	Cumberland Police Department		
Award Period:	07/01/2025 - 06/30/2026		CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$79,525.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$79,525.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Annual Body Camera Hardware and Software Costs	Grant Funds	1	\$0.00	\$70,875.00
Interview Room Recording System	Grant Funds	1	\$20,000.00	\$8,650.00

Contractual Services Total: \$79,525.00

Approved: 
Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 9/8/2025

File Attachments for Item:

. Order 27,850 - authorizing the Acting Chief of Police to accept the FY26 MPCTC Professional Development Fund Grant in the amount of \$1,200 to purchase scenario-based airsoft handguns to be used during training

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

ORDER NO. 27,850

DATE: October 7, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to accept the Maryland Police and Correctional Training Commissions (MPCTC) Professional Development Fund Grant for FY26 in the amount of One Thousand Two Hundred Dollars and No Cents (\$1,200.00) for the period 7/1/25 to 6/30/26 for the purchase of scenario-based airsoft handguns to be used during training.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 7, 2025

Key Staff Contact: Lt. Alex Menges/Lt. Eric Bonner/Acting Chief of Police

Item Title: FY26 MPCTC Professional Development Fund Grant

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

Authorize the Chief of Police to accept the FY26 MPCTC Professional Development Fund Grant in the amount of \$1,200 to purchase scenario-based airsoft handguns to be used during training.

Amount of Award: \$1,200

Budget number:

Grant, bond, etc. reference: Grant



GRANT AWARD
Professional Development Fund – Fiscal Year 2026

PDF 26 - 05

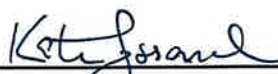
- A. TITLE OF INITIATIVE: **Scenario-Based Training – Airsoft Handguns**
- B. GRANTEE: **Cumberland Police**
- C. DATE OF AWARD: **9/8/25**
- D. PERIOD OF AWARD: **7/1/25– 6/30/26**
- E. AMOUNT OF AWARD: **\$1,200**

Award is hereby made for financial assistance by the Police and Correctional Training Commissions in accordance with the Professional Development Fund.

This Grant is subject to the General Conditions and any Special Conditions attached to the Grant Award as well as all statutes and requirements of the State of Maryland.

*This Grant shall become effective as of the beginning date of the award period providing that a fully executed original of the Grant Award has been signed by the Agency Head and returned to the Police and Correctional Training Commissions within **fifteen (15) days** of the date of the award.*

FOR THE STATE OF MARYLAND:



Kathleen Gossard
Executive Director
Public Safety Education and Training
Center

GRANTEE ACCEPTANCE:

Signature of Agency Head

Printed/Typed Name and Title

Date

REIMBURSEMENT REQUEST FOR FUNDS
Professional Development Fund

PDF 26 - 05

TITLE OF INITIATIVE: Scenario-Based Training – Airsoft Handguns

GRANTEE: Cumberland Police

FINAL AMOUNT REQUESTED: \$1,200

Amount of Award \$ \$1,200

Amount of Request \$

Balance (after receipt of request) \$

I CERTIFY that to the best of my knowledge, information and belief the amounts reported above are correct and accurate, that all expenditures will be made in accordance with grant conditions and that payment is due and has not been previously requested.

PAYMENT TO: (This Section must be completed by Grantee in order to receive payment.)

Federal Identification Number: _____

Authorized Payee _____

Mailing Address _____

If a state agency or other payee eligible for R*Stars, R*Star number: _____

Fiscal Officer or Project Director

Date Request Submitted

MPCTC Program Administrator

Date of Approval



Professional Development Funds

CONDITIONS OF THE GRANT AWARD

FY26

GENERAL GRANT CONDITIONS - All Projects

1. The Grant Award document must be signed by the Agency Head receiving the Award and must be returned to the Police and Correctional Training Commissions (PCTC) within **15 days upon receipt**.
2. The starting date of the Period of Award is the earliest date that can be used as the project commencement date. No obligation or expenditure of funds is allowed prior to this date, unless specifically authorized in writing by PCTC.
3. There will be no quarterly reimbursements. Award funds will be distributed to grantees as a one-time cash reimbursement basis once all grant conditions have been met.
4. All funds must be obligated prior to the end of the Period of Award and must be liquidated by June 22nd of the fiscal year for which the funds were awarded.
5. Project funds may not be used for any purpose other than the initiative stated in the Grant Application. Any requests for changes or modifications to the Grant Award shall be made in writing and require the written approval of the Director of Policy and Grants.
6. The grantee and implementing Agency shall comply with all applicable provisions contained in PCTC's Administrative and Financial Forms. These forms will be provided to grantee as indicated in the Award Notification letter.
7. All financial reports and requests for funds shall be submitted in accordance with PCTC's requirements and submitted on forms provided by PCTC.
8. All financial documentation, (including purchase orders, packing lists and invoices, etc.) shall be retained, for a minimum of five years, and shall be made available for audit by PCTC staff upon request. Failure to adhere to all Grant Conditions could result in an Agency's ineligibility for future funding and could require PCTC and/or the Review Board to request a refund of the recipient's award monies. PCTC staff will inform the Review Board of any noncompliance.
9. The grantee's Project Director shall be responsible for ensuring and monitoring awards, so that all requirements of the grant, including the funding agreement and conditions associated with the acceptance of funds, are met. In the event a Project Director has not been identified, the agency head is considered the Project Director.
10. The Project Director should notify the Director of Policy and Grants as soon as possible if the grantee will not expend the full amount awarded as these funds will immediately be de-obligated by PCTC and as possible made available to other applicants.

File Attachments for Item:

. Order 27,851 - approving a \$100,000 contribution to Canal Place in support of the Sediment Management Plan associated with the River Park at Canal Place, and authorizing an increase to the FY 26 General Fund City Hall donation budget in the amount of \$100,000

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

ORDER NO. 27,851

DATE: October 7, 2025

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

THAT, a One Hundred Thousand Dollar and No Cents (\$100,000.00) contribution to Canal Place in support of the Sediment Management Plan associated with the River Park at Canal Place project be and is hereby approved; and

BE IT FURTHER ORDERED THAT, an increase to the FY 26 General Fund City Hall donation budget in the amount of one Hundred Thousand Dollars and No Cents (\$100,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

	Original FY 26 Budget	Ammendment	Revised FY 26 Budget
City Hall Donations (001.032 57100)	\$ 61,300	\$ 100,000	\$ 161,300
City Hall Department Total	\$ 116,867	\$ 100,000	\$ 216,867

Council Agenda Summary

Meeting Date: October 7, 2025

Key Staff Contact: Ken Tressler

Item Title: City of Cumberland support of the Sediment Management Plan associated with the River Park at Canal Place Project

Canal Place has requested a City contribution of \$100,000 for the River Park at Canal Place Sediment Testing and Management Plan. This is a \$600,000 project funded with a \$300,000 grant from ARC with a matching requirement. Canal Place and Allegany County have each pledged \$100,000 and a \$100,000 pledge from the city will meet the matching requirement. The River Park at Canal Place is a regional recreational and cultural development initiative designed to enhance tourism, economic growth, and community quality of life in Allegany County, Maryland, and the City of Cumberland.

The project description appears below:

Project Title: River Park at Canal Place Sediment Testing and Management Plan

Name: Canal Place Preservation & Development Authority

Project Purpose: To test the sediment around the Industrial Dam, and develop a sediment management plan for removal of the sediment.

Project Description:

Funds will be used to support critical pre-construction activities for the **River Park at Canal Place** project. A qualified contractor will perform **comprehensive sediment testing** at the Industrial Dam site to determine contaminant levels and assess environmental conditions. Based on these results, the contractor will develop a **Sediment Management Plan** to guide safe and regulatory-compliant removal and disposal of sediments.

In addition, project management services will be provided to **oversee all sediment-related activities**, ensuring tasks are completed on schedule, meet regulatory requirements, and provide accurate documentation for future construction phases. These activities will take place at the River Park site along the Allegany County riverfront, and are expected to occur immediately upon award of funds, positioning the project for **shovel-ready status** and enabling the eventual removal of the dam and development of family-friendly recreational amenities.

Strategic Rationale:

Allegany County, Maryland, and neighboring counties in Maryland and West Virginia are transitional communities with economies that fluctuate between growth and decline. Leveraging the region's natural

assets, recreational opportunities, and public lands, the counties have prioritized tourism and outdoor recreation as key economic drivers. The River Park at Canal Place is a central project in this regional strategy, designed to expand recreational amenities, attract visitors, and support tourism-focused businesses. Funding from ARC will support critical pre-construction activities, including sediment testing and development of a sediment management plan, ensuring the project is shovel-ready and positioned to generate lasting economic, environmental, and community benefits.

This is an unforeseen and unbudgeted donation request, as such we are requesting a budget amendment to the City Hall Donation line item of \$100,000.

Amount of Award: \$100,000

Budget number: 001.032 57100

Grant, bond, etc. reference: Canal Place ARC Grant of \$300,000

File Attachments for Item:

. Order 27,852 - authorizing the execution of an Outdoor Dining Lease Agreement with Curtis Coney Island Famous Weiners for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective November 1, 2025 through October 31, 2026

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

ORDER NO. 27,852

DATE: October 7, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Outdoor Dining Lease Agreement by and between the Mayor and City Council of Cumberland and:

Curtis Coney Island Famous Weiners

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a term effective November 1, 2025 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 26 day of September 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **CONEY ISLAND LUNCH, INC. DBA Curtis Coney Island Famous Weiners** ("Lessee").

WHEREAS, Lessee operates a restaurant at 35 North Liberty Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 6' feet and length of 30' feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term.** The term of this lease shall commence on November 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

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

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

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

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

To the City:

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

To Lessee:

Gino Giatras
Curtis Coney Island Famous Weiners
35 N. Liberty Street
Cumberland MD 21502

22. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

25. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

26. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

27. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

28. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

**CONEY ISLAND LUNCH, INC. DBA Curtis
Coney Island Famous Weiner**

By: _____ (Seal)
Signature

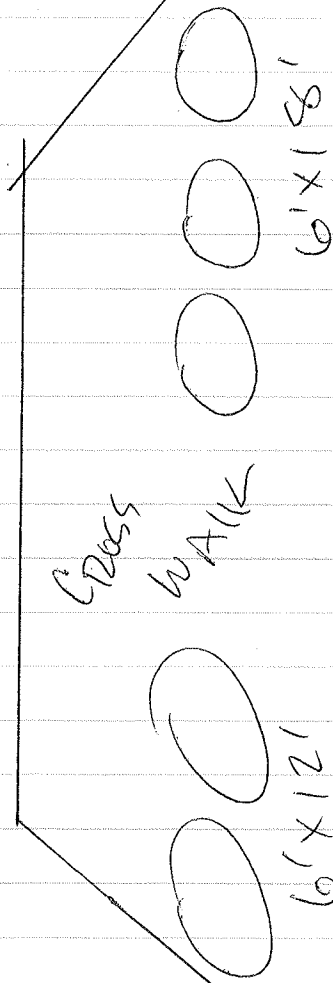
Printed name

Position

Witness

SITE PLAN

N. LIBERTY STREET



Courts

HUT
WIND

bal

File Attachments for Item:

. Order 27,853 - authorizing appointments to the Cumberland Housing Authority and the Zoning Board of Appeals

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

ORDER NO. 27,853

DATE: October 7, 2025

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

THAT, the following appointments and reappointments to boards and commissions be and are hereby approved:

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Cumberland Housing Authority	Brandon Smith	Seat 5	11/1/25-10/31/30
Zoning Board of Appeals	Jarrel Daniel	Seat 5	10/7/25-10/7/28

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,854 - 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 "Fall Fest" Event on October 18,2025 from 4:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,854

DATE: October 7, 2025

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 "Fall Fest" event to be held October 18, 2025 from 4:00 PM until 11:59 PM within the confines of the following area:

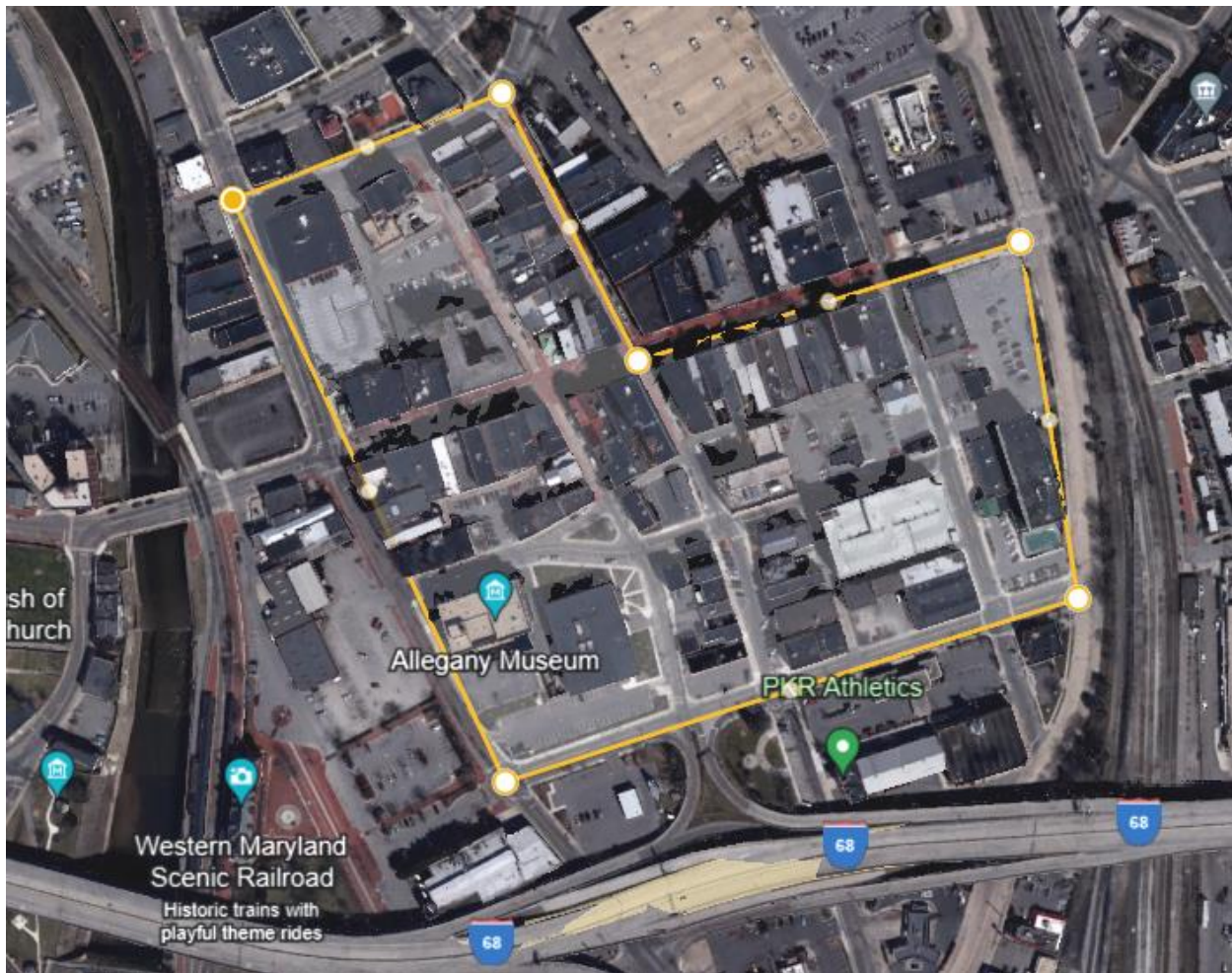
- S. Mechanic at Frederick Street south to W. Harrison Street;
- W. Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to N. Centre Street;
- N. Centre Street north to Frederick Street;
- Frederick St. west to S. Mechanic Street;
- Centre Street from Frederick Street to W. Harrison Street;
- Liberty Street from Frederick Street to W. Harrison Street.

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



File Attachments for Item:

. Order 27,855 - abating City property taxes for the Carver Center, 340 Frederick Street (Tax ID's 23-001233 and 23-003422) for Tax Years FY25 and FY26

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

ORDER NO. 27,855

DATE: October 7, 2025

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

THAT, the City Comptroller be and is hereby authorized to abate City real estate taxes and accrued interest owed for the Carver Center, 340 Frederick Street, (Tax ID's 23-001233 and 23-003422) for the Tax Years 2024-2025 and 2025-2026 as follows:

Tax ID: 23-001233	
Taxes Due FY25 and FY26	\$485.26
Interest	\$67.90
Total	\$553.16
Tax ID: 23-003422	
Taxes Due FY25 and FY26	\$12,627.12
Interest	\$1,767.78
Total	\$14,394.90

Raymond M. Morriss, Mayor

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CARVER COMMUNITY CENTER INC

BONITA AUSTIN 9 LONG DRIVE
CUMBERLAND MD 21502-

Description & Location: FREDERICK ST
340 FREDERICK ST
CUMBERLAND 21502

Payoff Statement for PIDN: 23003422

Print Date: 09/29/2025

Payoff Date: 10/31/2025

Total Due On Payoff Date: 14394.90

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024 Real Estate Tax Annual	2024		07/01/2024	6313.56	0.00	1641.51	0.00	7955.07	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	6313.56	0.00	126.27	0.00	6439.83	0.00

Tax 12627.12
Int 1767.78

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CARVER COMMUNITY CENTER INC

BONITA AUSTIN 9 LONG DRIVE
CUMBERLAND MD 21502-

Description & Location: W/S FREDERICK ST
0 FREDERICK ST
CUMBERLAND 21502

Payoff Statement for PIDN: 23001233

Print Date: 09/29/2025

Payoff Date: 10/31/2025

Total Due On Payoff Date: 553.17
14

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024 Real Estate Tax Annual	2024		07/01/2024	242.63	0.00	63.05	0.00	305.68	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	242.63	0.00	4.85	0.00	247.48	0.00

Tax 485.26
Int 47.90

File Attachments for Item:

. Order 27,856 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2026 for the estimated amount of \$1,060,182 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage

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

ORDER NO. 27,856

DATE: October 7, 2025

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

THAT, the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2025, through July 1, 2026, be and is hereby accepted in the estimated amount of One Million Sixty Thousand One Hundred Eighty Two Dollars and No Cents (\$1,060,182.00) based on the following:

Premium	\$ 341,022
Cash Collateral Fund	\$ 700,000
Claims Service Fund	<u>\$ 19,160</u>
Total	\$ 1,060,182

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefund Deductible Reimbursement and Security Agreement by and between PMA Companies and the City to effect this coverage.

Mayor Raymond M. Morriss

Insurance Proposal

In Partnership With
CBIZ Insurance Services

Prepared For
**Mayor And City Council Of
Cumberland, Maryland**

Proposal Date
June 13, 2025

Proposed Policy Effective Date
July 1, 2025 to July 1, 2026

www.pmacompanies.com

Member of Old Republic Companies



June 13, 2025

Mr. Greg Smith
CBIZ Insurance Services.
44 Baltimore Street,
Cumberland, Md 21502

Dear Greg:

Please find enclosed renewal proposal for the City of Cumberland. It is hard to believe that nineteen years have already passed since we first wrote the account. We are very pleased with the progress that has been made over this time and very much desire to continue our strong long-term relationship with the city.

As we have demonstrated over the last nineteen years, we understand that risk management for state and county governments, as well as municipalities, is unique requiring specialized expertise and flexible solutions. Risk managers face the challenges of protecting employees and safeguarding public money. PMA is a public entity risk management expert. Our skills in risk control and cost management provide value to government entities.

We solve risk management challenges that are unique to the industry, by offering industry expertise and comprehensive solutions.

We have the insureds, strength, expertise, and solutions to prove it, including:
PMA has specialized in risk solutions for public entities for over 50 years.
Many of PMA's municipal and state insureds have national award-winning risk management programs.

We have over 100 years of experience and success in executing risk management programs for large, sophisticated insureds. Our strength lies not only in what we offer, but also how we deliver results for your business. We offer a truly collaborative relationship with you and Mayor And City Council Of Cumberland, Maryland to understand the unique loss drivers, create and implement the most favorable risk solution, and achieve your client's desired financial results.

Highlights of the tangible value that PMA delivers:

- PMA is part of Old Republic International family of companies, one of the nation's 50 largest publicly held insurance organizations
- Our insureds rate us at a 96% client satisfaction rate, per our latest Client Satisfaction Survey
- Our large insured retention rates average 90% or higher
- A.M. Best "A+" Superior rating for PMA Insurance Group
- Structured Account Management by a dedicated team of risk management experts

with a detailed annual action plan and measurable goals. A dedicated Claim Service Manager oversees your program

- One of the industry's most user-friendly risk management information systems

If you have any questions about the proposal, please do not hesitate to contact me at 410-924-6730, or email me at gary_lowe@pmagroup.com.

Sincerely,

Gary E. Lowe

Gary E. Lowe, CPCU
Sr. Underwriting Specialist
Hunt Valley Branch Office

Services

We understand how vital service can be to realizing goals.

PMA - Setting the Bar in Service Excellence

Our entire company is focused on delivering tangible value for our insureds. Our service-driven culture permeates everything we do, and we care about our insureds' business results as if they were our own.

Our core values of passion, accountability, execution, professionalism, and teamwork drive our performance--so every day, every employee is working hard on behalf of those we serve.

96% of respondents reported PMA meets or exceeds their service expectations in our latest survey.

PMA was particularly recognized by our insureds for:

- Prompt and aggressive claims management
- Responsiveness and professionalism of customer service personnel
- Knowledge and expertise in all areas of workers' compensation insurance

Claims Management - We deliver excellent claims management services. The value that PMA delivers is enhanced by industry-leading programs to ensure quality, prevent fraud, and manage litigation.

Our specialized services for large accounts include:

- PMA Account Management, a structured program designed to optimize each insured's performance. A designated team of risk management professionals identifies the most significant loss drivers, organizational needs and special servicing requirements, creates a customized action plan, and is accountable for results.
- A designated Claims Service Manager serves as a single point of contact for insureds and serves as their liaison, overseeing and coordinating services.

PMA Claims Management-PMA Claims Management Services delivers second-to-none solutions and service. The value PMA Companies creates for clients extends beyond servicing claims. We deliver industry-leading programs, including quality assurance, fraud prevention and litigation management, all of which translates into tangible value for clients.

PMA Managed Care Services-PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our clients and minimize costs. Client benefit from PMA Managed Care offers a comprehensive program of services, including Complex Bill Review, Fee Schedule and UCR Reductions, Pharmacy Benefit Management, PPO Networks, Nurse Case Management, Peer Review and Utilization Review. PMA's Managed Care Program combines our risk management and medical expertise, technology systems, and third-party relationships. This approach enables us to more effectively assess and manage cases with the goal of maximizing outcomes while minimizing costs for clients.

Managed Care Savings - PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our insureds and manage costs. PMA Managed Care offers a comprehensive program of services, including Durable Medical Equipment Networks, fee schedule and UCR reductions, Out-of-Network Program, panel creation, pharmacy benefit management, PPO Networks, complex bill review, Physical Therapy Networks, nurse case management, peer review, product management, quality management and utilization review.

Risk Management Information Services (RMIS) - PMA Cinch® is one of the most capable and user-friendly risk management information systems available today. Our Risk Management Information System provides insureds with 24-hour access to claim and loss data. Insureds can also choose to have customized report views developed for their specific business needs. PMA Cinch® is designed to help insureds achieve cost savings via improved risk analysis capabilities, quicker corrective action, and automated cost allocation.

Risk Control Services - Our comprehensive and consultative approach provides better protection for businesses and employees, reduced costs, and better bottom-line results. Our program includes in-depth risk management assessment, an analysis of historical losses versus industry benchmarks, and development of an action plan to reduce loss potential through best practices. We provide scheduled stewardship reports to document and communicate our shared results with insureds. PMA offers a full range of resources and services, including occupational health, liability and property protection services.

WORKERS' COMPENSATION

Coverage and Limits

Workers' Compensation	Part I:	Statutory State Requirements	
Employers' Liability	Part II:	Bodily Injury by Accident:	\$1,000,000 Each Accident
		Bodily Injury by Disease:	\$1,000,000 Each Employee
		Bodily Injury by Disease:	\$1,000,000 Policy Limit
States Covered:		MD, PA,	
Estimated Payroll:		\$17,287,819	
Included Risk Control Hours:		As required for service plan	

Experience Modifications:	NCCI: 1.97	PA: .849
---------------------------	------------	----------

	Pre-Funded \$350,000 Deductible Per Expiring	Pre-Funded \$500,000 Deductible Option
Commission Flat:	\$ 25,000	\$ 25,000
Estimated Standard Premium:	\$ 952,531	\$ 952,531
Estimated Deductible Credit	-\$ 499,317	-\$ 617,241
Estimated Total Deductible Premium	\$ 453,214	\$ 335,290
Terrorism:	\$ 3,527	\$ 3,527
Catastrophe	\$ 1,728	\$ 1,728
Expense Constant:	\$ 180	\$ 180
Total Estimated Deposit Premium:	\$ 458,649	\$ 340,725
State Assessments and Surcharges:	\$ 297	\$ 297
Total Including Surcharges	\$ 458,946	\$ 341,022

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

\$350,000 Ded Option	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 45,873	\$ 70,000	\$19,160	\$ 135,033
PA Assessment	\$ 297	N/A	N/A	\$ 297
Total 1 st Installment	\$ 46,170	\$ 70,000	\$19,160	\$ 135,330
Nine Remaining Monthly Installments	\$ 45,864 Each Installment)	\$ 70,000 (Each Installment)	\$ 0	\$ 115,864 (Total Each Installment)
Total Annual Deposits	\$ 458,946	\$ 700,000	\$19,160	\$ 1,178,106

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

\$500,000 Ded Option	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 34,077	\$ 75,000	\$19,160	\$ 128,237
PA Assessment	\$ 297	N/A	N/A	\$ 297
Total 1 st Installment	\$ 34,374	\$ 75,000	\$19,160	\$ 128,534
Nine Remaining Monthly Installments	\$ 34,072 Each Installment)	\$ 75,000 (Each Installment)	\$ 0	\$ 109,072 (Total Each Installment)
Total Annual Deposits	\$ 341,022	\$ 750,000	\$19,160	\$ 1,110,182

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

WORKERS' COMPENSATION – PRE-FUNDED LARGE DEDUCTIBLE PROGRAM

In a Pre-funded Large Deductible Program the insured assumes a portion of its own risk in the form of a per occurrence deductible. Insureds are protected from catastrophic losses by a policy aggregate loss limitation. The insurance carrier issues a workers' compensation policy and provides full claims, legal, and loss prevention services, while also providing statutory (or policy limits) coverage in excess of the insured's deductible and aggregate under the Large Deductible Program.

Claim payments are made by the insurance carrier and are reimbursed by the insured--this is a statutory requirement in all states. Rather than provide a Letter of Credit, or another type of secured collateral, the insured provides cash to establish a Cash Collateral Fund for the expected claim payments. Reimbursements to PMA are paid by the Cash Collateral Fund. Investment income on the Cash Collateral Fund is given as an up-front reduction of deductible premium.

Program Factors \$350,000 Deductible per expiring

- The **deductible limit** is **\$350,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$17,287,819**.
- The **deductible premium, \$453,214** is calculated based on a rate to payroll of **2.622** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit, \$2,350,000**, is calculated based on a rate to payroll of **13.593** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$700,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

(Incurred Losses + Allocated Loss Adjustment Expense + Loss Based Assessments) x the Loss Development Factor

Program Factors \$500,000 Deductible Option

- The **deductible limit** is **\$500,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$17,287,819**.
- The **deductible premium**, **\$335,290** is calculated based on a rate to payroll of **1.939** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit**, **\$2,350,000**, is calculated based on a rate to payroll of **13.593** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$750,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

(Incurred Losses + Allocated Loss Adjustment Expense + Loss Based Assessments) x the Loss Development Factor

Loss Development Factors (LDF) Applies to Both Options

The following schedule of LDFs will be applied to the calculation of the required Cash Collateral Fund. Incurred and paid losses will be limited to the insured's deductible and aggregate limits in the calculation of the Cash Collateral Fund.

Adjustment #	Months After Policy Inception	Loss Development Factor
1	24	1.40
2	36	1.25
3	48	1.15
4	60	1.10

Not less than **twelve (12)** months after the final adjustment, and annually thereafter, a collateral review will be completed by PMA to determine the required Cash Collateral Fund amount and the fund will be adjusted accordingly.

CLAIMS SERVICE FUND Applies to Both Options

We estimate your Claims Service Fund to be **\$19,160**. The Claims Service Fund will be adjusted once at **twenty four)** months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	20	\$ 40	\$ 800
Medical Only	24	\$ 165	\$ 3,960
Lost-time	12	\$ 1,200	\$ 14,400
Total			\$ 19,160

Surcharges and Assessments

Certain states impose surcharges and assessments payable in addition to premium. These surcharges and assessments are based on a number of factors, including written premium, total compensation payments, and/or paid losses. Your quote includes estimated surcharges and assessments for those states where you currently have operations. The estimated amount of surcharges and assessments will be adjusted by PMA based on the results of your audit.

If, during a policy year, you begin operations in a state that has surcharges or assessments, upon completion of the audit, we will bill you for same.

If, during a policy year, a state in which you have operations enacts a new or modified surcharge or assessment, upon completion of the audit, we will bill you for same.

If a state in which you have operations retro-actively enacts a surcharge or assessment effective for the policy period in which we provided insurance, upon completion of the audit, we will bill you for same.

A list of the current expected state surcharges and assessments, which are subject to change retroactively, will be provided to you for review upon request.

Assessments are billed through our monthly billing system (AMPS) for Large Deductible and included in the Tax Multiplier for Retro/Retention.

.

Implementation Plan

With a 96% client satisfaction rate and large account retention rates averaging 90% or higher, it is about the people, and PMA is known for the positive and long-term relationships we develop. Our team is accessible, responsive, and dedicated to realizing our insureds' core objectives. We have a performance-oriented culture that highly values our mutual success.

The PMA service team consists of results-oriented professionals that are committed to developing a partnership with Cbiz Insurance Ser. and Mayor And City Council Of Cumberland, Maryland. PMA's service team is ready to execute a collaborative implementation plan to ensure a smooth and efficient transition.

Account Management Team		Telephone	Email
Producer:	Greg Smith	301-784-2431	GregSmith@CBIZ.com
Underwriter:	Gary E. Lowe	410-527-3223	gary_lowe@pmagroup.com
Claims Service Manager:	Jamie Windell	410-527-3265	Jamie_Windell@pmagroup.com
Risk Control Specialist:	John Murray	717-226-0385	johnpmurray@comcast.net
Information Specialist:	Kat Snowe	717-730-8095 814-414-4156	Kat_Snowe@pmagroup.com
To Report a Claim:	Fax: 1-888-329-2721 On-line: www.pmagroup.com		
General Inquiries:	1-888-4PMANOW (1-888-476-2669)		

Program bound with PMA

Action (as applicable)	Date
Provide policy numbers and confirmation of coverages Schedule date of orientation meeting Issue automobile identification cards Issue workers' compensation posting notices Establish first notice of loss reporting preference Issue welcome/claims kit Compile account contact information	Within 5 days of effective date
Issue policies	Within 10 days of effective date
Issue physician panels for all locations	Within 15 days of effective date
Service orientation meeting – Claims and Risk Control Develop/review special handling guidelines Confirm account contact information and workflow processes—Claims Acknowledgement letters Establish threshold for automatic reserve change Determine loss run/reporting format Review panels and PMA's medical providers Review pharmacy benefit management program Assign location coding for Claims reporting Begin PMA Cinch® installation process Confirm Risk Control/safety contacts and information Agree on Claims and Risk Control annual service action plan	Within 30 days of receiving binding order or effective date
Complete PMA Cinch® training	Within 30 days of effective date

Additional Information

As used in this proposal, “ALLOCATED LOSS ADJUSTMENT EXPENSE” (or “ALAE”) means, but shall not be limited to, the following costs which can be directly allocated to a particular claim:

1. Fees and other related expenses of attorneys or other authorized representatives where permitted for legal services, whether by outside vendors or our employees.
2. Court, alternative dispute resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
 - Medical examination of a claimant to determine the extent of liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates, and medical treatment records;
 - Stenographic;
 - Laboratory and x-ray;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;
 - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular claim, whether through utilization of an outside vendor or performed internally by our employees for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
 - Bill auditing expenses for any medical or vocational services rendered, including hospital bills, (in-patient or out-patient) nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, and concurrent or retrospective reviews;
 - Access fees and other expenses incurred with respect to managed care

organizations, such as, but not limited to, preferred provider network/organizations, medical provider networks, and health care organizations;

- Medical fee review panel expenses.

4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim and are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense:

- Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses;
- Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility, for the injury, disease, or damage, including evaluation and settlement of covered claims;
- Expenses which are defined as either an indemnity or medical loss.

MEDICAL COST CONTAINMENT EXPENSE COMPONENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE

Your pricing structure consists of the following components:

1. There is a **20%** charge applied to any savings which we obtain resulting from the following medical bill repricing and bill audit activity:
 - Application of preferred provider network/organization discounts to physician bills and hospital bills;
 - Application of physical therapy specialty network, durable medical equipment specialty network and other specialty network discounts;
 - Repricing as a result of negotiation of out-of-network physician bills, pharmacy bills and hospital bills;
 - Repricing of medical bills, pharmacy bills and hospital bills by reviewing the bills and applying state rules/edits and/or proprietary rules/edits;
 - Repricing of medical bills, pharmacy bills and hospital bills by our medical review and complex bill review team;
 - Repricing of pharmacy bills as part of our pharmacy benefit management program;
 - Repricing to any applicable state mandated fee schedule;
 - Elimination of unrelated, unauthorized and/or unapproved treatment.

The term savings means the difference between the amount billed by the physician, hospital, pharmacy and other medical providers and the amount we ultimately paid. We adhere to state mandated fee schedules and/or usual and customary pricing for

certain procedures, may contract with preferred provider networks/organizations which have contractual arrangements with certain providers to perform certain procedures at pre-determined rates (which may be below fee schedule), and may utilize other fee negotiation resources that we determine are necessary and appropriate to determine the amount that should be paid on any given medical bill.

2. The percentage of savings is charged to the claim file as an Allocated Loss Adjustment Expense unless we are required by applicable state law to charge it to the claim file as a different component of the applicable rating plan.
3. Certain items are charged separately to the claim file as an Allocated Loss Adjustment Expense, including:
 - Utilization review services on a per activity basis;
 - Independent medical examinations;
 - Second opinions by a physician;
 - Chiropractic review;
 - Physician advisor/physician consultant programs; and
 - Nurse case management charges.

Policyholder Notice: Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84 % beginning on January 1, 2016; 83 % beginning on January 1, 2017; 82 % beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80 % beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism that is: shown in the premium summary does not include any charges for the portion of losses covered by the United States government under the Act.

Other Disclosures

This insurance proposal by PMA is intended for explanatory and reference purposes only in order to identify potential coverages, forms, limits of insurance and premium offered solely to you by PMA. Any potential insurance coverages or limits of insurance requested in an application or coverage specifications that have not been identified in this insurance proposal are not offered to you by PMA. No liability will be imposed upon PMA for its declination to offer such insurance coverages or limits of insurance to you. Neither PMA, nor any of its insurers, agents, employees or successors, shall be liable to you or other third parties for any direct, indirect, incidental, special or consequential damages that arise out of the use of this insurance proposal.

This is an insurance proposal only and cannot bind PMA as to any coverage offered. This proposal does not represent the terms of any contract of insurance that may ultimately be issued. You should not terminate any in-force insurance coverages, or decline insurance coverages elsewhere, until you have received written confirmation from PMA that insurance coverage has been formally issued by PMA. PMA makes no representations or warranties that the insurance coverage applied for will be issued. Final approval for insurance products is made solely by PMA.

Every effort has been made by PMA to provide correct, current, and accurate information regarding this proposal. However, the information contained in this proposal is subject to change without notice by PMA. The calculation of premiums, and other program features, included in this document have been established based upon the information provided by you and your representatives. Additional locations, changes in exposure, or other variations may make it necessary to re-evaluate the proposal, premium calculations and plan factors.

It is PMA's intention to honor any agreement that may be reached with you. PMA is required to follow all regulatory and filing requirements in effect in the states where you have exposure. PMA shall adhere to all state laws and regulatory requirements and shall not issue any form that contravenes a governing law, rule or regulation.

Nothing in this proposal is intended to be, nor should it be relied upon as, tax or legal advice. You are advised to consult with your tax advisor and/or attorney regarding the consequences to you of the insurance programs outlined in this proposal.

IRS Circular 230 Disclosure. To ensure compliance with any requirements imposed by the IRS, we inform you that federal tax advice (if any) contained in this proposal is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

As a PMA insured, PMA may use your name and logo in PMA's marketing materials and may identify you as an entity to which PMA provides insurance services or products.

This proposal is intended for you only and should not be disseminated, copied, or sent to a third party without the prior express written approval of PMA.

File Attachments for Item:

. Order 27,857 - authorizing the execution of a contract of sale between the Mayor and City Council of Cumberland and Ellen Beth Dunlay Dysart, authorizing the purchase of the property known as Lots 12-14, Block 7, Johnson Heights Addition in Cumberland, MD (Tax ID's 04-009770 and 04-009789) for the purchase price of \$7,900

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

ORDER NO. 27,857

DATE: October 7, 2025

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

THAT, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and Ellen Beth Dunlay Dysart authorizing the purchase of the property known as Lots 12-14, Block 7, Johnson Heights Addition in Cumberland, MD (Tax ID's 04-009770 and 04-009789) for the purchase price of Seven Thousand Nine Hundred Dollars and No Cents (\$7,900.00) be and is hereby approved.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** (the "City") and **Ellen Beth Dunlap Dysart** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. **Property Description.** Seller does agree to sell to the City, and the City does agree to purchase from Seller, all of the following land, together with the improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining (hereinafter referred to as the "Property"):

Lots 12-14, Block 17, Johnson Heights Addition, Cumberland, MD 21502,
Allegany County Land Records Deed Liber 470, folio 667 (Allegany County Tax
ID Nos. 04-009770 & 04-009789)

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Seven Thousand Nine Hundred Dollars (\$7,900.00).

3. **Payment Terms.** The Purchase Price shall be paid at settlement.

4. **Estate.** The Property is being conveyed in fee simple.

5. **Contingencies.** Intentionally left blank.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to the City.

8. **Possession.** Seller agrees to give the City possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and the City may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by the City. Notwithstanding the foregoing, the City shall abate the real estate taxes it is owed, it will assume responsibility for the payment of

the real estate taxes due to Allegany County, and it will assume responsibility for the payment of the said City and County taxes after the settlement of the transaction which is the subject of this Contract is held.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed conveying the Property from Seller to the City containing covenants of special warranty and further assurances shall be executed by Seller. The City shall prepare the deed and bear the expense of its preparation. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

11. **Agency/Real Estate Commission.** Seller and the City warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract or the date the Mayor and City Council passed an order approving the transaction subject to the terms of this Contract, whichever is last to occur. The City's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of the City.

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** The Property is unimproved. Therefore, the State's lead paint law does not apply.

14. **Recordation & Transfer Taxes, Non-Resident Withholding Tax.**

14.1. **Recordation & Transfer Taxes.** All recordation taxes and fees and transfer taxes payable in connection with the sale of the Property shall be paid by the City.

14.2. **Non-Resident Withholding Tax.** Non-resident withholding tax must be paid upon the recordation of deeds for sales of property from non-residents and non-resident entities to third parties. Seller must pay these taxes.

15. **Assignability.** This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

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

17. **Entire Agreement.** This Contract and any addenda thereto 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.

18. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

19. **Breach of Contract and Default.** the City and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether the City or Seller, shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.

20. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

21. **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.

22. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. 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 CONTRACT.**

23. **Counterparts.** This Contract 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.

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however, that signing by means of faxed documents is not permissible. Once the electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

[Redacted Signature]

By: [Redacted Signature]
Raymond M. Morriss, Mayor

[Redacted Signature]

Date

[Handwritten Signature]
[Redacted Signature]

[Handwritten Signature]
[Redacted Signature]
Ellen Beth Dunlap Dysart

9-11-2025
[Redacted Signature]
Date

File Attachments for Item:

. Order 27,858 - authorizing the engagement of Rivers & Roads Consulting for the Attainable Housing Coalition Strategic Plan in the lump sum amount of \$20,000, plus travel costs; with the funding source for this plan being the ICMA Economic Mobility Cohort Grant

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

ORDER NO. 27,858

DATE: October 7, 2025

THAT, the engagement of Rivers & Roads Consulting, 114 S. Washington Street, Suite 203, Easton, MD 21620, for the Attainable Housing Coalition Strategic Plan be and is hereby approved in the lump sum amount of Twenty Thousand Dollars and No Cents (\$20,000.00), plus travel costs; and

BE IT FURTHER ORDERED THAT, the funding source for this plan is the ICMA Economic Mobility Cohort Grant.

Raymond M. Morriss, Mayor



RIVERS & ROADS
CONSULTING

September 2025

AHG Transition Strategic Planning Services

Prepared for
The City of Cumberland

Presented to
Jeffrey Silka

Presented by
Sam Shoge



RIVERS & ROADS
CONSULTING

114 S Washington Street, Suite 203, Easton, MD 21620

COVER LETTER

Dear Mr. Silka,

Cumberland's decision to transition the Attainable Housing Group into a policy-making board is a turning point. It signals that housing is not just a topic for collaboration, but a matter of governance, authority, and long-term accountability. That shift requires more than process management. It requires a partner who can build a system that earns trust, holds up under scrutiny, and drives real results.

Rivers & Roads is built for work like this. We are a strategy consulting firm that thrives in moments of transition — the places where leadership, governance, and community outcomes intersect. Where other firms deliver binders of recommendations, we design frameworks people can actually use. Our work is bold, practical, and unapologetically focused on impact.

This project will be led by **Kate Van Name**, whose leadership with **Kent Attainable Housing** and other coalitions has given her firsthand insight into the barriers families face and the governance models required to overcome them. Kate's approach to complex challenges is clear-eyed and creative — she knows how to turn urgency into clarity and complexity into action. She will be supported by **Sam Shoge**, Co-Founder and Partner of Rivers & Roads, whose experience in municipal leadership and economic development ensures that every step of this process is rooted in both context and execution.

Together, our team offers more than facilitation. We bring housing leadership, municipal expertise, and a proven ability to design systems that last. With us, Cumberland won't just receive a transition plan — you will leave with a policy board equipped to lead on housing for years to come.

We would be honored to partner with the City of Cumberland at this pivotal moment and look forward to the opportunity to make this transition not only successful, but enduring.

Sincerely,

Sam Shoge
Partner, Rivers & Roads

TABLE OF CONTENTS

COVER LETTER	1
TABLE OF CONTENTS	2
FIRM PROFILE & EXPERIENCE	3
PROJECT UNDERSTANDING & APPROACH	4
PROPOSED WORK PLAN & TIMELINE	6
Timeline Summary	6
1. September 2025 – Kickoff & Discovery	6
2. October 2025 – Organizational Assessment & Governance Readiness	6
3. October–November 2025 – Stakeholder Engagement That Builds Capacity	7
4. Mid-November 2025 – Governance Model & Draft Bylaws	7
5. Late November 2025 – Policy Development Framework	7
6. December 2025 – Transition Roadmap & Final Presentation	7
The End Result	7
GOING ABOVE AND BEYOND	8
KEY PERSONNEL & RESUMES	9
Project Lead: Kate Van Name	9
Project Support: Sam Shoge	10
A Team Built for This Work	10
RELEVANT PROJECT EXAMPLES	11
Kent Attainable Housing – Building Capacity for Homeownership	11
Upper Shore Regional Council – Municipal Development Consulting Program	11
Cambridge Main Street – Board Retreat and Governance Alignment	11
COST PROPOSAL	12
REFERENCES	12

FIRM PROFILE & EXPERIENCE

Rivers & Roads is not a traditional consultancy. We are a strategy consulting firm built on the belief that communities and organizations deserve more than “good enough.” Where many firms deliver thick binders of generic recommendations, our work begins and ends with impact — bold strategies that are grounded in reality, built with stakeholders, and designed to last long after the final presentation.

Our origin is rooted in civic leadership and entrepreneurial grit. Co-founders Ross Benincasa and Sam Shoge launched Rivers & Roads after years in local government, nonprofit leadership, and economic development. They saw too many organizations stuck in survival mode, paralyzed by short-term fixes, or burned out by plans that never made it off the shelf. From the start, our purpose has been clear: to guide mission-driven leaders through their most critical transitions with clarity, conviction, and results that matter.

Today, Rivers & Roads works across sectors — municipalities, nonprofits, associations, and cross-sector coalitions — delivering strategy and governance solutions that unlock capacity and strengthen community impact. Our reputation is built on a simple but powerful promise: **we do not settle for the status quo**. Instead, we bring bold thinking and disciplined execution to projects where the stakes are high and the outcomes must endure.

Central to our approach is the **Growth & Clarity Plan**, a three-step process that ensures every engagement delivers more than a polished document. We begin by discovering what’s truly at stake — listening deeply, uncovering barriers, and clarifying priorities. From there, we design a bold yet actionable strategy that rallies stakeholders and positions the organization for long-term success. Finally, we stay engaged through implementation, ensuring momentum translates into results. This process has guided nonprofits out of stagnation, equipped coalitions to govern with confidence, and helped civic leaders seize opportunities that once felt out of reach.

Our experience is both broad and deeply relevant to Cumberland’s Attainable Housing Group. We have led governance transitions for nonprofits, designed policy frameworks for civic bodies, and facilitated strategic planning processes under tight deadlines with public accountability. Most importantly, we understand the nuance of housing and community development. With senior consultant Kate Van Name — former Executive Director of Kent Attainable Housing and architect of Chestertown’s ARPA Task Force — at the helm of this project, we bring not only technical expertise but also lived leadership in navigating the exact challenges AHG faces today: empowering low- and moderate-income families, aligning cross-sector partners, and designing governance systems that can sustain public trust.

Rivers & Roads is more than a vendor. We are a partner in transformation. Our work is known for its intensity, its creativity, and its insistence on real results. That is why leaders across Maryland and beyond call us when it matters most — and why we are uniquely positioned to guide Cumberland’s Attainable Housing Group into its next chapter of authority, credibility, and impact.

PROJECT UNDERSTANDING & APPROACH

The City of Cumberland has made a bold decision: to transform the Attainable Housing Group (AHG) from a collaborative work group into a policy-making body with the authority, structure, and credibility to shape housing strategy for years to come. This is no small task. It requires more than a plan — it requires governance, process, and trust, all built under a compressed timeline and with the weight of public accountability.

Too often, firms approach this kind of work with a predictable, one-size-fits-all methodology. They'll conduct a few stakeholder interviews, circulate a survey, host a workshop or two, and then deliver a glossy report that could have been written for any city. On paper, it checks the boxes: organizational assessment, stakeholder engagement, draft bylaws, strategic plan. In practice, these generic approaches fail to account for what makes AHG unique — a multi-agency coalition, born from collaboration, now being asked to step into authority. A group of practitioners and leaders who have been partners at the table but are now being asked to govern, set policy, and be accountable for results.

This is where Rivers & Roads is different. We don't treat governance transitions as an academic exercise. We treat them as living systems that must be designed to work under real-world conditions. Our role is not just to facilitate, but to equip AHG with the tools, structures, and confidence to act as a true policy board. That means:

- **Organizational Assessment with Teeth** – We go beyond a surface-level inventory. Our assessments surface where authority is lacking, where decision-making bogs down, and what resources will make the board effective from day one.
- **Stakeholder Engagement that Builds Ownership** – We don't just ask for input; we create spaces where members rehearse the role they are about to play. Through facilitated exercises, AHG members will experience the dynamics of policy-making before they are formally seated, ensuring confidence and alignment when the transition becomes official.
- **Governance & Structure Design for Durability** – Draft bylaws are not enough. We will create a governance framework built to withstand political turnover and shifting priorities. Our models will reflect best practices but be tailored to AHG's unique composition and the realities of Cumberland's housing landscape.
- **Policy Development Framework that Works in Practice** – Many plans stop at "recommendations." We will deliver a clear, step-by-step method for how AHG can research, debate, prioritize, and advance housing policy. It will be practical, repeatable, and designed to give the board credibility with both City leadership and the community.

- **Transition Roadmap that Guides the Future** – This will not be a shelf document. It will be a living playbook that outlines immediate steps, identifies potential pitfalls, and ensures AHG moves from collaboration to authority with momentum.

Our approach is grounded in Rivers & Roads' Growth & Clarity Plan: Discover what's at stake, design a bold and actionable strategy, and guide through implementation. It is the same approach that enabled Kate Van Name to lead Chestertown's ARPA Task Force to design a nationally recognized framework for distributing relief funds equitably, and the same approach she brought to Kent Attainable Housing when guiding families toward financial stability and homeownership.

We understand what this moment means for Cumberland. This is not simply about reorganizing a group — it is about giving the City a durable, empowered body that can shape housing policy with legitimacy and vision. Where other firms will hand you a binder, Rivers & Roads will leave you with a functioning system, a confident board, and a clear roadmap to action.



PROPOSED WORK PLAN & TIMELINE

For many firms, a “work plan” is just a project schedule: dates, milestones, and deliverables plugged into a template. That approach may look tidy, but it rarely captures what’s required to truly move a coalition like the Attainable Housing Group from collaboration to authority. We believe the work plan is more than a timeline — it is a tool for building momentum, ownership, and confidence in real time.

At Rivers & Roads, we design work plans to be dynamic, experiential, and immediately useful to the client. Every milestone is an opportunity for AHG members not just to give input, but to practice the role they are about to assume as a policy board. This is what makes our process different: we don’t just write about governance, we help leaders live into it before the transition becomes official.

Here’s how we propose to structure the engagement, aligned with Cumberland’s grant deadlines and the RFP’s requirements:

Timeline Summary

- Kickoff & Discovery – September
- Assessment & Governance Readiness – October
- Stakeholder Engagement – October–November
- Draft Governance Model & Bylaws – Mid-November
- Policy Development Framework – Late November
- Transition Roadmap & Final Presentation – December

1. September 2025 – Kickoff & Discovery

We begin with a structured kickoff session that does more than review scope. We will conduct a rapid-read organizational assessment, interviewing key AHG members and City leadership to surface authority gaps, alignment challenges, and the practical realities of decision-making. Instead of a passive intake, this phase is designed to build trust and set the tone: this will be a project defined by candor, clarity, and action.

2. October 2025 – Organizational Assessment & Governance Readiness

Our assessment will not be limited to documenting current practices. We will map where authority is currently perceived to lie, how decisions are being made, and what resources will be needed to legitimize AHG as a policy body. At the same time, we will introduce governance

readiness exercises, helping members begin to think and act like a board — surfacing differences now, before they become barriers later.

3. October–November 2025 – Stakeholder Engagement That Builds Capacity

Other firms will run listening sessions. We will run **learning labs**. Through facilitated workshops, we will simulate real policy debates and decision-making scenarios, giving AHG members a chance to “test drive” governance models and see how different structures affect outcomes. This is where Kate Van Name’s experience with Chestertown’s ARPA Task Force shines: just as she designed a transparent, equitable framework for allocating federal relief funds, she will guide AHG through building a system of policy evaluation that is credible, fair, and actionable

4. Mid-November 2025 – Governance Model & Draft Bylaws

We will deliver a draft governance model and bylaws that are not generic templates, but tailored instruments designed to reflect AHG’s composition and Cumberland’s housing landscape. Every clause will be vetted against the question: will this hold up under pressure? The bylaws will be designed for durability — able to withstand changes in membership, political shifts, and the test of time.

5. Late November 2025 – Policy Development Framework

While most consultants will stop at governance, we will go further, delivering a clear, step-by-step framework for how AHG can research, debate, prioritize, and advance housing policy. This framework will be built to live beyond this study, ensuring AHG can consistently turn complex issues into actionable policies aligned with community needs.

6. December 2025 – Transition Roadmap & Final Presentation

Our final deliverable is not a static report, but a **Transition Playbook**: a practical guide that outlines immediate steps, longer-term guardrails, and key milestones for AHG’s first year as a policy board. We will present this to AHG in a format designed to inspire ownership and confidence, leaving members not only with clarity on the “what” but with practical experience in the “how.”

The End Result

By the end of this project, AHG will not only have a strategic plan, governance model, and bylaws. They will have the lived experience of acting as a board, the credibility of a transparent

policy framework, and a roadmap designed to sustain their authority long after this engagement concludes.

GOING ABOVE AND BEYOND

Rivers & Roads was built on the belief that “good enough” is never good enough when communities are counting on the outcome. Beyond the scope outlined in the RFP, we will deliver additional tools and resources designed to strengthen the Attainable Housing Group long after this engagement concludes. These enhancements require minimal additional cost or time but create significant, lasting value.

1. A Digital Binder for Governance and Policy: We will create a digital binder that houses all project deliverables, bylaws, policy frameworks, and reference materials in one secure, accessible place. This will serve as AHG’s living library, ensuring members and future board leaders have continuity and easy access to critical documents.

2. A Decision-Making Framework: To help AHG avoid common pitfalls of group decision-making, we will adapt Rivers & Roads’ proven nonprofit decision-making framework. This simple, structured tool provides a clear process for evaluating proposals, balancing creativity with feasibility, and ensuring that future policies and initiatives remain mission-focused and actionable.

3. Facilitation Playbook: We will provide AHG leaders with a facilitation playbook that includes practical tools for running effective meetings, building consensus, and maintaining forward momentum. This resource will help keep discussions productive and prevent meetings from being consumed by side issues or stalled by indecision.

4. On-Demand Office Hours: During the project period, we will set aside limited “office hours” where AHG leaders can contact us directly with questions or seek advice on emerging issues. This ensures the group has timely access to guidance when it matters most — without waiting for the next scheduled meeting.

5. First-Year Action Tracker: As part of the Transition Roadmap, we will provide a simple tracking tool to monitor progress during AHG’s first year as a policy board. This will give members a clear way to measure momentum, celebrate early wins, and maintain accountability.

6. Visual Roadmap Graphic: In addition to the written Transition Roadmap, we will produce a one-page visual roadmap — a clear, graphic representation of AHG’s first-year priorities and milestones. This will be an easy reference for both internal members and external stakeholders, reinforcing clarity and confidence in the board’s work.

Together, these above-and-beyond elements ensure that the Attainable Housing Group doesn't just start strong — it stays strong. They are designed to give AHG not only a plan and bylaws, but also the practical tools, frameworks, and resources to thrive well into the future.

KEY PERSONNEL & RESUMES

The strength of Rivers & Roads lies not just in our process, but in the people who guide it. For this engagement, we are bringing forward a leadership team with deep, directly relevant experience in housing, governance, and community-rooted strategy. Together, they offer Cumberland a combination of technical expertise, cross-sector leadership, and proven ability to deliver results under tight timelines.

Project Lead: Kate Van Name



Kate Van Name will serve as the project lead for this engagement. With more than three decades of leadership across sectors, Kate has built a reputation for cutting through complexity, building systems that last, and guiding organizations through moments of high-stakes transition.

Most relevant to this project, Kate served as Executive Director of Kent Attainable Housing, where she helped families in rural Maryland take meaningful steps toward homeownership and financial stability. She knows firsthand the barriers low- and moderate-income families face in accessing safe and affordable housing — and the governance structures required to address them. Every initiative she led at Kent Attainable Housing was rooted in empowerment: financial literacy, homeownership counseling, and construction projects that gave families a stake in their future.

Equally significant is Kate's leadership of the Chestertown ARPA Task Force. Charged with dispersing federal relief dollars to local nonprofits, Kate developed an allocation model that was transparent, equitable, and widely recognized as best-in-class. Her approach balanced rigor with empathy, ensuring funds were distributed in a way that built public trust and maximized community impact. The framework she designed has since been referenced as a model for how small municipalities can handle complex, politically sensitive funding decisions.

Kate brings the same blend of operational depth, strategic clarity, and stakeholder sensitivity to every engagement. She is a Project Management Professional (PMP) and Six Sigma Green Belt, equipping her with both the discipline and creativity to design governance frameworks that work in practice, not just on paper.

Project Support: Sam Shoge



Supporting Kate is Rivers & Roads Co-Founder and Partner, Sam Shoge, whose background spans municipal government, economic development, and community revitalization. Sam has served as a planning commissioner, a chamber of commerce executive director, and a regional leader in community and economic development. His work consistently bridges the gap between government priorities and community needs, helping coalitions find common ground and chart actionable paths forward.

Sam's experience in facilitating multi-stakeholder processes will be critical in guiding AHG's transition. He is skilled at aligning diverse voices, translating technical detail into accessible frameworks, and ensuring momentum is sustained beyond the planning process. Together with Kate, he will ensure that AHG not only receives a governance model and policy framework but also has the confidence and capacity to use them effectively.

A Team Built for This Work

While many firms will bring strong process expertise, few offer the direct housing leadership and governance transition experience that Kate and Sam collectively bring to this project. Kate's leadership with Kent Attainable Housing and the Chestertown ARPA Task Force provides a tested playbook for aligning resources, policy, and governance in service of community outcomes. Sam's municipal and coalition-building expertise ensures the process will be grounded in local context, sensitive to political dynamics, and built for execution.

Resumes for both Kate Van Name and Sam Shoge are provided in the Appendix.



RELEVANT PROJECT EXAMPLES

Our past work demonstrates not only our ability to design governance and strategy under pressure, but also our commitment to leaving clients with practical systems they can use well beyond the life of an engagement. The following examples illustrate the breadth and relevance of Rivers & Roads' experience in housing, municipal development, and strategic planning.

Kent Attainable Housing – Building Capacity for Homeownership

As Executive Director of Kent Attainable Housing, Project Lead Kate Van Name guided families in rural Maryland toward homeownership and financial stability. Under her leadership, the organization advanced financial literacy programs, delivered tailored counseling, and oversaw construction efforts that translated into real, long-term stability for low-income families. This role required balancing organizational governance, community trust, and policy advocacy — experience directly relevant to the Attainable Housing Group's transition into a policy board with authority and credibility.

Upper Shore Regional Council – Municipal Development Consulting Program

Rivers & Roads designed and implemented the Municipal Development Consulting Program on behalf of the Upper Shore Regional Council, giving small towns access to professional planning and development capacity they would otherwise lack. Through this program, Rivers & Roads embedded consultants directly into municipal projects, providing hands-on support in areas such as zoning updates, master planning, grant strategy, and community engagement. The program has since become a model for how regional bodies can build local government capacity without requiring towns to dramatically expand their staff. The lessons learned from this work — particularly in equipping volunteer boards and municipal leaders with practical governance tools — are directly applicable to Cumberland's AHG transition.

Cambridge Main Street – Board Retreat and Governance Alignment

Rivers & Roads facilitated a board retreat for Cambridge Main Street, a nonprofit charged with revitalizing the city's historic downtown. The board was at a crossroads: passionate about the mission but in need of clearer roles, stronger governance practices, and a renewed sense of alignment. Through structured exercises, Rivers & Roads helped the board clarify decision-making processes, define leadership responsibilities, and set a forward-looking agenda.

that restored energy and direction. The retreat not only strengthened the board's cohesion but also positioned Cambridge Main Street to lead revitalization efforts with greater confidence and accountability. This mirrors the Attainable Housing Group's challenge — moving from a collaborative network to a governance body with authority and long-term responsibility.

COST PROPOSAL

Rivers & Roads recognizes that this project is grant-funded and capped at \$20,000. Our proposal is structured to ensure that every dollar is maximized toward actionable outcomes that meet the City of Cumberland's objectives and comply with grant requirements.

We propose a **not-to-exceed fee of \$20,000**, inclusive of all professional services necessary to deliver the scope of work outlined in this RFP: organizational assessment, stakeholder engagement, governance and structure design, policy development framework, transition roadmap, and final presentation.

Our cost structure will be tied directly to project milestones, ensuring that payment reflects progress made:

- **Project Kickoff & Organizational Assessment** – \$5,000
- **Stakeholder Engagement & Facilitation** – \$4,500
- **Governance Model & Draft Bylaws** – \$3,500
- **Policy Development Framework** – \$3,500
- **Transition Roadmap & Final Presentation** – \$3,500

This phased approach provides accountability at every step while ensuring the City and the Attainable Housing Group see tangible progress throughout the engagement.

Note: *Travel costs incurred by Rivers & Roads staff for onsite meetings will be reimbursed separately by the City of Cumberland in accordance with standard policies and are not included in the not-to-exceed project fee.*

REFERENCES

Susan O'Neill, Executive Director, Upper Shore Regional Council - soneill@kentgov.org

James Cook, Mayor, Town of Rock Hall - jcook@rockhallmd.gov

Margaret Knudsen, Former Executive Director, Cambridge Main Street - meknudsen@icloud.com

Contact

katepynn@gmail.com

www.linkedin.com/in/katepynn

(LinkedIn)

riversandroads.com/ (Company)

katevanname.substack.com/ (Blog)

kvnpartners.com/ (Company)

Top Skills

Strategy

Cross-functional Team Leadership

Business Process Improvement

Certifications

Project Management Professional
(PMP)®

Six Sigma Green Belt

Level 3 Whisk(e)y Sommelier

Achieved CMM level 3

v2 ITIL

Kate Van Name

I help leaders bridge strategy, systems, and story—so they can turn complex work into meaningful, lasting change.

Chestertown, Maryland, United States

Summary

I build what's next. With people. For impact. Without the fluff. I work with founders, boards, and decision-makers who are ready to act. My job? Cut through the noise. Get to the truth. Move the work forward—fast and with purpose.

I've spent 30+ years leading teams, scaling ventures, reimagining systems, and helping organizations grow with clarity and conviction. I've operated in boardrooms, startups, nonprofits, and public-private partnerships across healthcare, tech, education, aging, and more.

I work at the intersection of strategy, story, and systems to help organizations, governments, and coalitions move from complexity to clarity—and from ideas to real-world impact - across three interconnected lanes:

Through Rivers & Roads, I guide civic and organizational leaders through strategic planning, stakeholder engagement, and implementation that deliver tangible results on the ground.

With KVN Partners, I design human-centered transformation models that align leadership, systems, and purpose—because sustainable change needs more than a playbook.

And through Quill & Current, I write and reflect on what really shapes our communities: story, belonging, and the cultural wisdom rooted in place.

Together, these three lenses help me support clients not just in getting things done—but in doing the right things, the right way.

Here's how I think:

If it's not built for people, it's not built to last.

If it's all vision and no action, it fails.

If it's not grounded, it breaks.
If it's not brave, it won't matter.

What I bring:

- Strategy that doesn't sit on a shelf
- Operational depth with real-world edge
- Calm in complexity, fire when it counts
- Big-picture thinking with built-in momentum
- A track record of helping bold ideas actually work

I'm a board advisor, a systems thinker, and a fierce advocate for leaders who want more than progress—they want transformation.

If you're building something that matters and need a partner who knows how to make it real, let's talk.

Experience

Rivers & Roads

Senior Consultant

May 2025 - Present (5 months)

United States

I'm excited to begin this next chapter as a Senior Consultant with Rivers and Roads—a role that brings together everything I care about: strong leadership, thoughtful strategy, and community-rooted impact. I support nonprofits, associations, and mission-driven organizations by bridging the best of the public, private, and nonprofit sectors—helping teams grow their capacity, align around shared goals, and move from vision to action.

What drives me is the belief that communities thrive when leadership is collaborative, strategy is clear, and people feel seen, supported, and inspired. Whether I'm facilitating a board retreat, coaching an executive, or helping implement a new initiative, my focus is always on building trust, deepening relationships, and making lasting change—together.

KVN Partners LLC

President and Founder

September 2020 - Present (5 years 1 month)

Chestertown, Maryland, United States

At KVN Partners, we're all about helping small businesses in rural communities tackle their unique challenges and unlock their full potential. We know it's not always easy—whether it's limited access to sustainable markets, finding the right talent, or just figuring out how to grow sustainably. That's where we come in.

We team up with local business owners ready to face these challenges head-on. We aim to help you play to your strengths while navigating the hurdles of running a small business in a rural area.

When you work with us, you can expect personalized advice tailored to your needs. We'll help you expand your market reach, find and keep the right people, and develop products that resonate both locally and beyond. We're also connected with investors eager to support and grow promising rural businesses like yours.

With our specialized start-up and growth programs and sustainable investment options, we're here to help you achieve real results—like boosting your revenue, strengthening your ties to the community, and building a business set up for long-term success. At KVN Partners, we're committed to helping your business not just survive but thrive.

For more information, visit: www.kvnpartners.com

Quill & Current

Writer + Community Observer

June 2025 - Present (4 months)

Eastern Shore of Maryland

Quill & Current is a story consultancy and thought partnership for leaders who are navigating change with both strategy and soul. We believe the most powerful shifts begin not in boardrooms, but in quiet questions—the kind shaped by memory, place, and the deeper meaning beneath the work.

Rooted in systems thinking and lyrical storytelling, we help leaders bring voice to vision. Whether you're guiding a movement, shaping a narrative, or building something that's never been done before, our writing doesn't just inform—it transforms. It listens first. It leads with resonance.

From keynote scripts and visionary frameworks to leadership essays, articles, books, and community-rooted narratives, we craft language that moves with

clarity and emotional intelligence. Because the message matters—and how you carry it matters just as much.

We work best with those who hold complexity with care. Leaders who know culture isn't commanded, it's cultivated. Who understand that the future needs a deeper kind of voice—one that bridges systems and souls, strategy and story.

Quill & Current helps you say the thing you almost didn't say—but needed the world to hear.

Warrior Centric Health LLC

Advisory Board Member

February 2021 - Present (4 years 8 months)

Ellicott City, Maryland, United States

Warrior Centric Health (WCH)® provides hospitals and health systems solutions to quickly achieve ROI through a groundbreaking approach to improving health outcomes cost-effectively for Veterans and their families. The WCH Solution Suite, consisting of cultural and clinical training, data-driven decision support, and community outreach tools, is the only solution available to healthcare facilities seeking to optimize Veteran and Military Health.

As an Advisory Board Member, I support the Warrior Centric Health CEO and advance the Warrior Centric Health brand building awareness for the Warrior Centric Solution Suite™ with hospitals, partners, and investors.

The Whisk(e)y Marketing School

Adviser, Instructor, and Level III Whisky Sommelier

September 2015 - Present (10 years 1 month)

Austin, Texas Metropolitan Area

The natural order of things fascinates, disarms, and excites the senses. Whether I am sipping a single malt scotch or conducting a business meeting, I draw inspiration and energy from nature – admiring the ebb and flow and artistry.

Honored to be an adviser to The Whisky Marketing School, I embrace and encourage critical evaluation of every note, observation, and experience. The pursuit of being a whisky aficionado is worthy of study and refinement and much like a whisky tasting, it is always surprising, always evolving, and always leaving you wanting more. It is why I am humbled to be the co-instructor

of Level 3, Scotch and Irish Whiskey. That simple natural order of things encourages a community to share in the Whisky Experience.

The Whisky Marketing School is a partner with Wizard Academy in South Austin, TX. They hold classes every 6 months on the beautiful grounds located about 20 minutes south of Downtown Austin. The full Master Level Certification requires 5 courses taken across a minimum of two years.

Kent Attainable Housing, Inc.

Executive Director

January 2024 - August 2024 (8 months)

Chestertown, Maryland, United States

As the Executive Director of Kent Attainable Housing, my work centered on helping families in rural Kent County take meaningful steps toward achieving homeownership and financial stability. Every decision was rooted in our commitment to supporting limited-income families, ensuring they had the resources and guidance to secure a safe and stable home.

KAH offers tailored financial literacy programs and personalized homeownership counseling designed to empower families with the tools to succeed. My focus was on making homeownership a reality through affordable construction, and we were there every step of the way, supporting families throughout their journey.

KAH is all about creating a brighter, more secure future for each family and, in turn, strengthening our entire community.

Georgetown University School of Continuing Studies

Adjunct Lecturer, Customer-First Integrated Marketing Communications Strategy

April 2022 - January 2023 (10 months)

Washington, District of Columbia, United States

The Georgetown University School of Continuing Studies inspires students to reimagine what's possible. Through a contemporary, hands-on curriculum, I taught master's degree candidates to ask probing questions, rethink traditional solutions, and leave their comfort zones behind.

The course is designed to challenge students to evaluate customer-centricity as a strategic role within marketing communication disciplines and combine these disciplines to provide clarity, consistency, and maximum impact –

ultimately aligning companies to the needs of an organization's highest-value customers.

MOCINGBIRD

Advisory Board Member

January 2021 - April 2022 (1 year 4 months)

Wakefield, Rhode Island, United States

MOCINGBIRD streamlines medical professional's continuing education and simplifies ongoing credentialing. We believe that managing ongoing licensing requirements should not be an administrative burden on the clinicians, the medical support team nor the credentialing office. Increasing the amount of time spent towards patient care is the prime objective and easing the way for clinicians and administrators to get the right education at the right time for the right reason is our charge.

As an Advisory Board Member, I supported the Mocingbird Team and their mission to solve the inefficiencies in the CME process.

Warrior Centric Health LLC

Chief Operating Officer; Member, Board of Directors

January 2016 - August 2020 (4 years 8 months)

Ellicott City, Maryland, United States

As the executive responsible for developing WCH strategies, products, and ensuring the organization executes on the promise, I oversaw numerous key functions - business operations, finance, strategy, client engagement, marketing, and product. To help WCH achieve its business objectives, I aligned human capital, business processes, and technology. Specifically:

- * Designed, developed, launched, sold, and enhanced an innovative and easily adopted solution to address the Veteran Health Crisis. It is the only comprehensive solution available to help commercial hospitals meet the Veteran Health Crisis.

- * Commercialized a medical education R&D company, and designed comprehensive solutions, products, promotions, pricing models, and delivery processes to include demographics, geographic information system (GIS), data analytics & outcome insights, comprehensive education & training curriculum and delivery solutions, Community Benefit requirement fulfillment, and patient outreach tools.

* Designed and developed a multi-year renewable solution with subscription and recurring revenue models which are integral to its sustainability. Designed and developed the tools to manage simultaneous implementations, most self-serve and on-demand. Designed and developed benchmarking, periodic assessment, and continual calibration.

* Designed and developed a successful adoption process which earns hospitals authorization - a prestigious recognition that demonstrates that a facility is fully prepared to deliver optimal care to the Warrior Community.

* Developed expertise in cultural competency and healthcare equity policy to include: how culture influences health and healthcare outcomes; the nuances of military and veteran health; the impact of military service on service members, veterans and their families; the importance of educating healthcare teams and the medical neighborhood; engaging via community outreach, motivation, and activation; and understanding healthcare disparities.

The Communicators, Inc.

President

October 2014 - November 2015 (1 year 2 months)

Alexandria, Virginia

As President of The Communicators, the consulting firm dedicated to effective and successful learning and professional certification programs, I was fascinated by professional lifecycles, professional career paths, and credentialing process improvement. I was an advocate for credentialing, bettering the business of professional testing, fostering the development of skilled leaders and professionals in credentialing, and enhancing all of the professions they serve.

Challenged to turn complexity into simplicity throughout my client's ecosystem, I knew that every day was a test that could not be failed. That acceptance to unwaveringly lead the way found the best in all who took the journey.

Advisors Financial, Inc

Chief Operating Officer

September 2013 - October 2014 (1 year 2 months)

Vienna, VA

Advisors Financial, Inc. is a full-service, boutique financial planning firm. Founded in 1985, AFI is proud to still serve many original clients, their children and even their grandchildren. Supported by a talented office and

investment staff, AFI planners provide independent advice based on the unique circumstances of each client.

I was responsible for increasing the productivity of the organization through operational efficiency and systems while retaining the ethical as well as creative approach that drives the AFI success. Overall, I was responsible for Operational Process Improvement and Management specifically in terms of business development and growth strategies, client segmentation and client operations, process efficiency, and operational financial management.

Caloris Engineering, LLC

Chief Financial Officer

April 2011 - July 2013 (2 years 4 months)

Easton, MD

Through a respectful, constructive and energetic style, guided by the objectives of the Caloris Engineering Partners, I provided leadership, management and vision necessary to ensure that the company had the proper operational and financial controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and market goodwill, to ensure financial strength, and to fortify operating efficiency.

Directly responsible for the following:

- Oversaw, directed, and reported the work of Business Operations (Accounting, Procurement, Compliance, Contract Management, Cost Budgeting, HR and Benefits, IT, Legal, Risk Management, and Outsourced Services).
- Oversaw company operations and project cost budgeting to insure production efficiency, cost containment and efficiencies, prioritized product enhancements, quality control, service and safety compliance, and cost-effective management of resources.
- Improved advanced operational accounting services such as risk management, wealth management, sales and use tax, and procurement.

This role collaborated with the President and Partners to develop company and operational strategies, and was charged with facilitating these efforts across the company. Primary to this role was to provide leadership to position the company for next stage growth and transition. Strategic and tactical analysis along with week to week reports of the operations being conducted in the organization was vital.

FlackVentures, Inc.

Managing Director

March 2008 - April 2011 (3 years 2 months)

Annapolis, MD

Responsible for designing the internal business processes to support our vision that all business practices are viewed as complementary systems which can be optimized. My specialties included strategy, new product and service development, project management, and customer satisfaction management. I practiced a holistic approach where People, Process and Tools are simultaneously assessed, measured, and managed.

For our clients, I analyzed findings and developed project and action plans, including: strategic initiatives, business and systems alignment, performance enhancement and measurement, leadership systems and training, evaluation and benchmarking systems. I designed organizations for next phase growth - driving innovation, entering new markets, creating new revenue models, solving more demanding problems, and providing strategic customer relationship solutions. I implemented the project and action plans, in partnership with our clients, to enhance profitability and the long-term viability of the organization. Accomplishments:

- Designed, developed, and successfully directed three business units - a philanthropic academy, a vineyard management company, and a web management service.
- Managed client project to build, support, and embrace a Strategic Sourcing and Supplier Diversity Program response and a SDVOSB Source-to-Buy service methodology
- End-to-end supplier diversity procurement project and account management to include a full lifecycle distributor EDI implementation
- Successfully managed and completed 23 Web Management and marketing projects for various sized companies.
- Designed, developed, released, and managed Centers of Excellence for Spend Management professionals, Sub-Acute Care of MR/DD Patients, and Wind Energy professionals
- Designed, developed, and sold product/service concepts – international texting, on-line reverse auctioning service, iPad testing application, and professional athlete transitioning program.

RelianceNet

Director, Strategic Project Office

September 2007 - March 2008 (7 months)

Annapolis, MD

Responsible for developing and providing strategic services that align IT performance and organizational development with enterprise business goals. I also provided expertise and leadership to mature the Strategic Project Office practice.

Accomplishments included:

- * Completed an IT skills and capability discovery project for a large Association which lead to additional Strategic Advisory and Coaching services.
- * Successfully designed and developed a Project Management Office (PMO) framework, methodology, and associated Project Library of templates and forms for a large Association's IT organization with Agile/Scrum and ITIL considerations.
- * Researched and designed a cost-effective and user-friendly CRM procurement and implementation plan for a SMB integrating existing and new systems.

VeriCenter, Inc (now Sungard Availability Services)

2 years 4 months

Business Process Engineer - ITIL Process Manager

October 2006 - September 2007 (1 year)

Promoted to design and program manage the adoption and adaptation of ITIL v.2 in VC's production environment. We didn't have an overall, cohesive organizational process so this was a major undertaking as well as a cultural change.

I adapted ITIL's service support disciplines to our organization and assisted the software developers in integration of the process our integrated ITSM tool (Remedy 7).

Mapped the existing procedures and checklists to the process and updated as required for immediate use and continuous improvement. I also gapped the missing essential documentation and worked with our technical writer to complete them. I designed a document library (in SharePoint) and ensured that a document change management procedure was in place.

The tool was successfully released on time with the corresponding process workflows. I conducted train-the-trainer sessions with the team leads so they could continue to train their teams on the standard.

Manager - Product and Process Management

June 2005 - October 2006 (1 year 5 months)

When I was hired, the company did not have a Product Management department with established processes, procedures or metrics. I assisted the PM Director in defining and building the team, designed and developed product release templates, and smoothed the political environment so the team could take ownership of strategy and direction of the product portfolio.

I assisted in hiring a team of product managers, developed a rapid productization process for products needing modification, and was a main contributor to the monthly sales forums. I also created a dynamic newsletter to communicate new releases and product updates.

The Communicators, Inc.

Vice President and Principle Consultant

January 2004 - June 2005 (1 year 6 months)

Myersville, MD

Hired to reinvent and energize the business model, develop various markets, and find efficiencies through implementing a complimentary grouping of technologies to support TC and our clients. This included new offerings such as technology infrastructure, web site, and team development consultation.

Accomplishments included:

- * Designed and managed a tech overhaul for a 501(c)(3) to include hiring a tech director, assessing and designing a CRM database for over 20K contacts, and managing the automation and integration of 3rd party tools.

- * Designed a Web Concierge Service for SMBs to include lifecycle planning and consultation, 3rd party development management, strategic marketing management, marketing tactics, and results management.

- * Designed and managed a multi-faceted lead management and marketing strategy for a national professional association. This included implementing a CRM solution and writing/managing mailing campaigns and membership follow-up activities.

Thomson Prometric

Director - Global Marketing and Sales Operations

July 2002 - December 2003 (1 year 6 months)

When I was hired, the company did not truly have a sales “team” with any established processes, procedures or metrics. I was hired to create a sales support organization responsible for developing, implementing and measuring processes and procedures for the sales team.

One of my challenges was to acquire and implement a Siebel CRM system. A significant benefit of the improved data collection and reporting process was improved visibility into and understanding of our markets, clients, and products. The result of these efforts was a 100% increase in annual sales – from approximately \$12 million to over \$25 million.

In support of the increase of sales, I was tasked with developing an integrated lead generation and sales process. In one year, the sales cycle declined from an average of 18 months to 6 months and the close rate for new sales had doubled. The overall result of these efforts was a complete turn-around from losing market share to gaining significant market share.

Digex, Inc (now Verizon Business Services)

Process Manager - Product Management

October 2001 - July 2002 (10 months)

Beltsville, MD

I developed the internal new product development and introduction process for all outward-facing products. I modified Dr. Robert Cooper’s phase-gate system that included Discovery, Scope, Business Case, Design, Development, Quality Assurance, Pre-Release, and Release activities.

The deliverables for the NPI Process and established practical and constant guidelines for deliverables was essential for the Product and Engineering Team. Simplicity was important to accomplish the goal to deliver products on time and to cost and performance standards. I successfully delivered 40+ templates for the lifecycle. I was also responsible for the on-going maintenance of the methodology, deliverables and process for Product Management and Engineering.

The rollout of the NPI Process throughout the business was essential. I trained over 500 employees in all areas of the lifecycle resources from finance to sales to operations to client services and all in between.

USinternetworking, Inc. (now AT&T)

1 year 11 months

Product Development Manager, OSS

September 2000 - June 2001 (10 months)

Annapolis, MD

Management requested that I take the challenge of a large re-do of USi's infrastructure and processes. I was responsible for creating and releasing the business and product development strategy for an Operation Support System in the following products:

- * USiOasis, the operational support system, which collects information from many sources to help technical teams make intelligent decisions quickly. Engineers can drill down on any device to assess its health, view its history, and monitor current events.
- * USiView, the client-facing portal in USiOasis, which lets the client check their systems at a glance, including status of cases and change requests, backups, server resource utilization, and application-specific monitors and reports.

I was ultimately responsible for the \$.5M Departmental Budget for development and release activities. I reduced operational overhead costs by \$3.7M via contract negotiations and \$10.2M via product substitution and contract renewals in 6 months.

Manager - ECommerce Client Care

August 1999 - September 2000 (1 year 2 months)

Annapolis, MD

Responsible for supporting client and vendor relationships within e-business, B2B and B2C solutions, portal solutions, and legacy solutions for clients' custom application requirements. Hired, managed, and provided mentorship to 18 Client Care and Technical Support professionals for 47 eCommerce clients. Responsible for developing, gathering, and reporting satisfaction and operations metrics to the Vice President of Client Services and the Senior Vice President of Operations. Prepared and gave presentations to executive management regarding the progress and problems of support services during Root Cause Corrective Action meetings.

I managed the delivery of and supported complex, enterprise applications, enabling clients to focus their IT and management resources on their own core business. Provided focused communication, planning, and attention to clients during the development and growth life cycle.

In order to build the client's solution with our services, I leveraged expert knowledge of client's server configuration to recommend improvements to the performance of the web solution. Ensured timely and effective completion of upgrades/changes to server configuration and provided standardized communication.

ISO compliance and internal auditing was added to my quality initiative tool bag. By implementing control methods and documentation requirements via CMM standards, passing our ISO audits was a much easier process.

Digex

Manager - Implementation Project Management

May 1998 - August 1999 (1 year 4 months)

Beltsville, MD

The VP of Client Services hired me to define and build a technically savvy PMO, develop the processes, procedures, and templates, and manage the internal relationships to enable the PMO to own the client relationship and prioritize builds as necessary.

I hired a team of 18 Senior PMs, technical engineers, QA engineers and project coordinators who were responsible for directing build teams during large-scale complex web-hosting projects.

The team increased on-time delivery from 29% to 99% within 6 months. This was made possible due to my efforts in creating standards and processes, creating a SOP play book, training and mentoring the project managers, improved reporting, designing an on-line tracking system, and facilitating interdepartmental communication.

I was responsible for high client satisfaction results during the implementation and the burn-in time. The Implementation team increased customer retention from 95% to 98% in three months after .

General Electric Information Services

Senior Technical Architect, Project Manager

May 1997 - May 1998 (1 year 1 month)

Rockville, MD

Managed EDI-enabled product releases that conducted business-to-business eCommerce. Due to government requirements on my product, it was a priority

to ensure my projects and customer interactions were CMM level 3 compliant from a project level and assist SQA in ensuring that our direct management hierarchy was maintaining level 4. The main CMM disciplines I concentrated on were: Requirements Management, Risk Management, Project Monitoring and Control, Project Planning, Configuration Management, and Software Quality Assurance.

I also complemented my CMM training and experience with becoming a Six Sigma Green Belt and PMP Certified.

I enjoyed facilitating and participating in JAD and JAR sessions with cross-functional teams. To achieve success with these sessions, I wrote procedures, processes, guidelines, and project schedules and plans for the Team to adhere to while facilitating communications at all levels of the project, organization and corporation.

The Master Keys

Co-Founder and Owner

June 1994 - May 1997 (3 years)

We supported clients in three areas - Technology, Information, and People Strategies. Our service ranged from supporting PC/LAN environments to compiling marketing reports to developing team training services.

I successfully automated offices unfamiliar with personal computers and trained employees in software packages while becoming familiar with Desktop Publishing and Web design. I also designed marketing campaigns utilizing various traditional methods.

We delivered professional market analysis reports and strategic marketing plans. Our largest client - a national RV reseller - received a complete market analysis on retired people and their travel habits within 2 weeks of request which they immediately used for an advertising campaign.

Our "people strategies" were inspired by a program called Team Spirit which I am certified in delivering. We created training courses and facilitated employees in strategic business skills such as team building, time mgt, and meeting mgt.

Cincinnati Arts Association

Director, MIS

September 1995 - March 1997 (1 year 7 months)

The Aronoff Center was the newest performing arts center in the nation at the time. Everything was state-of-the-art including the technology. I was brought in, through The Master Keys, for a 1-month contract to hire the Tech Team and provide PM and leadership for the organization's IT purchasing and installation. I was hired on fulltime after that month.

I hired and provided leadership to a team of 4, consisting of Novell NetWare admins and QA engineers. We managed the installation and support of hardware, software, and network peripherals. I also managed the strategic advancement of IT and the Center's infrastructure. To support these efforts, I developed and implemented plans to integrate various systems and motivate CAA staff to become automated.

From a leadership perspective, I assessed, selected and purchased the hardware, software and peripherals, designed integrated/relational databases and provided technical support for financial reporting and record management.

Procter and Gamble

Account Manager: Sales Finance- Credit Accounting

November 1991 - April 1994 (2 years 6 months)

I was the Account Manager of 7 major East National and 8 National Chain Drug accounts. To improve efficiency, I was given approval to develop an office-wide cost/time saving, macro-generated, deduction analysis DB. This system enabled an 18% improvement to deciphering and closing incoming claims.

I became the leader in resolving bankrupt account issues and audit processes. I was the team advisor for Violations of Terms of Sale and Unsalable Issues and became a member of the Communications Team and Sales/Customer Alliance Team.

I edited the P&G Claims Policy and Expectations for Contract Carriers and researched and developed a working knowledge of transportation laws, rules, and regulations in addition to EDI processes. In part, I became a member of the Distribution Management Team. I assisted in the development of policy and process surrounding inventory management, distribution management, supply chain management, and EDI technical advances at P&G.

Education

Washington College

BA, English · (1987 - 1991)

Antioch University Midwest

MA, Business Management · (1993 - 1995)

Wizard Academy

Business/Corporate Communications · (2014)

Hunterdon Central Regional High School

· (1983 - 1987)

Contact

samshoge@gmail.com

www.linkedin.com/in/samshoge
(LinkedIn)

www.samshoge.com/ (Personal)

Top Skills

Management

Business Strategy

Community Revitalization

Publications

Councilman Shoge Broaches Race and Place to Council

Ward 3 Town Council: Sam Shoge

Spying on Chestertown: Sam Shoge Creates Task Force to Study on Downtown Connectivity

Press Release: Sam Shoge Announces Candidacy For Ward 3 Seat

Shoge Opens Shore Studios

Samuel Shoge

Community BUILDER + ENGAGER + DEVELOPER

Easton, Maryland, United States

Summary

Communities thrive when entrepreneurs, civic leaders, and visionaries work together.

That's the space I operate in — where business meets mission and big ideas turn into better places.

I'm Sam Shoge, and I've built my career around helping people shape communities — whether by advising nonprofits on how to grow, supporting local governments with redevelopment strategies, or launching businesses that serve a broader purpose. As a Partner at Rivers & Roads Consulting and a small business owner myself, I understand the unique challenges of building something from the ground up — and I bring that same entrepreneurial mindset to every project.

My work bridges strategic planning, real estate development, public-private partnerships, nonprofit leadership, and small business acceleration. I've helped reposition underutilized properties, secured funding for game-changing initiatives, and guided organizations at key moments of transformation.

I'm especially passionate about rural places and overlooked communities — and the potential they hold when local talent, strong institutions, and smart development align.

If you're a civic leader, nonprofit executive, or mission-driven entrepreneur looking to build something that lasts, I share real-world insights and lessons learned from the front lines of community building.

Follow me for perspectives that connect place, policy, and entrepreneurship.

Experience

Rivers & Roads Consulting
Co-Founder & Partner
April 2022 - Present (3 years 6 months)
Easton, Maryland, United States

Rivers & Roads is built to help strong, well-meaning organizations execute projects that benefit the greater community. From new housing and retail projects in the area's Main Street neighborhoods to community-oriented economic development plans for local government, Rivers & Roads' projects remain focused on enhancing communities.

Center on Revitalization and Preservation
Founder
June 2025 - Present (4 months)
Easton, Maryland, United States

CORP is a nonprofit dedicated to transforming communities into vibrant, thriving places where people feel a deep sense of belonging and pride. CORP's mission is to empower local organizations, municipalities, and residents with the tools and support they need to create meaningful, lasting change.

SVN – Miller Commercial Real Estate
Advisor
January 2023 - Present (2 years 9 months)
Easton, Maryland, United States

Shore Studios, LLC
Founder & Principal
June 2017 - May 2022 (5 years)

Shore Studios is a drone photography and videography company I founded to deliver commercial and consumer drone applications to the Eastern Shore of Maryland. Using the latest in sUAS (small unmanned aerial system) technology, Shore Studios captures aerial content--in the form of 4k video and high-definition photography--that is beautiful, engaging, and cost-effective.

I successfully sold Shore Studios to Chestertown, MD-based Atlantic Security Inc. in the Spring of 2022.

Kent County Chamber of Commerce
Executive Director
April 2020 - April 2022 (2 years 1 month)

The Kent County Chamber of Commerce is the leading advocate for business in the county, serving members in ways that enhance the business community, the quality of life, and the well-being of residents and visitors. As an executive director who assumed leadership of this economic-development-oriented agency at the onset of a global pandemic, I took on the leadership role of organizing a weekly conference call with our county's Health Officer and representatives from the departments of County Commissioners, Emergency Services, and Economic Development to provide critical, up-to-date information about this crisis to business leaders. I increased organizational revenues by 25%, launched new programs to engage our business community, and created new and exciting ways to recognize our business and nonprofit leaders.

Talbot County Department of Economic Development and Tourism
Economic Development Coordinator
November 2016 - March 2020 (3 years 5 months)
Easton, MD

The Talbot County Department of Economic Development and Tourism is dedicated to serving the needs of the County's businesses. I helped manage the implementation of their 2022 Strategic Plan, assisted local businesses with facility expansion and workforce development, and designed, developed, and launched a comprehensive communications strategy to market the unique opportunities Talbot County offered.

Town of Chestertown
Councilmember
January 2014 - December 2017 (4 years)
Chestertown, MD

With a population of 5,000, Chestertown has a municipal budget of nearly \$4 million and is the county seat of Kent County, MD. During my first-ever political campaign, I unseated a 24-year incumbent and set to work representing the residents of Ward 3--Chestertown's largest and most diverse ward. Notable accomplishments include securing funding for a neighborhood revitalization initiative that put local kids to work, working collaboratively with Town staff to develop a strategic plan to guide infrastructure improvements along a major transportation artery, and getting council members to engage with local businesses by sponsoring business forums throughout the community.

Washington College
5 years 5 months

Assistant Director of Admissions

July 2013 - November 2016 (3 years 5 months)

Chestertown, MD

Washington College is a Top 100 private liberal arts college located on Maryland's Eastern Shore. In addition to managing the strategic Washington, DC metro area recruiting territory, I facilitated departmental community outreach efforts by establishing a relationship with a local community-based organization working with under-represented youth. This relationship led to a \$140,000 grant-supported college intervention program.

Admissions Counselor

July 2011 - July 2013 (2 years 1 month)

Chestertown, MD

Education

Elon University

Bachelor of Arts (BA), Environmental Studies

File Attachments for Item:

. Order 27,859 - rescinding Order No. 26,960, originally approved on February 15, 2022, and authorizing the Chief of Police to offer certain incentives to Cumberland Police Department employees

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

ORDER NO. 27,859

DATE: October 7, 2025

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

THAT, Order No. 26,960, originally approved on February 15, 2022 be and is hereby rescinded; and

BE IT FURTHER ORDERED THAT, effective this date, the Chief of Police is hereby authorized to offer the following employment incentives to Cumberland Police employees:

1. Sworn police officers, who, as their primary residence, reside in owner occupied housing within the city limits of Cumberland will receive a One Hundred Percent (100%) tax credit for City of Cumberland property taxes, which became effective 7/1/2022. In the year an officer leaves the employ of the City of Cumberland, the tax credit shall be prorated for the total months that they resided in the City.
2. Newly hired police officers who will be attending a police academy or comparative compliance academy will be eligible for the following bonuses:
 - a. \$2,000 to be paid upon academy graduation
 - b. \$2,000 to employees who possess a bachelor's degree upon academy graduation
 - c. \$2,000 to employees who are certified veterans upon academy graduation

3. Newly hired police officers who were not previously employed by Cumberland Police Department (CPD) and are certified at hire to work as a Maryland Police Officer or out of state officers who are eligible at hire for comparative compliance course certification, may receive a Fifteen Thousand Dollar (\$15,000.00) bonus broken down as follows: Five Thousand Dollars (\$5,000.00) payable upon hiring, Five Thousand Dollars (\$5,000.00) payable after One (1) year of employment, and Five Thousand Dollars (\$5,000.00) payable after Three (3) years employment.
4. Existing CPD employees, sworn and civilian, will receive a One Thousand Dollar (\$1000.00) bonus for successfully referring a prospective employee who successfully completes the hiring process, is deemed qualified for employment, completes the required police academy or comparative compliance training and is added to the active-duty roster of the Cumberland Police Department. The ranks of Police Chief, Captain and Lieutenant are excluded from this incentive.
5. The Chief of Police will continually strive to provide take-home-vehicles for sworn employees as budget constraints allow, subject to any approved vehicle use policy

BE IT FURTHER ORDERED THAT, this order shall automatically renew annually on July 1 unless the Mayor and City Council otherwise terminate or alter the order.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,860 - authorizing the execution of Change Order No. 1 with Metro Recreation for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) for costs associated with the removal of sand and preparation of the site in the amount not to exceed \$12,400, bringing the total project cost not to exceed \$148,731

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

ORDER NO. 27,860

DATE: October 7, 2025

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

THAT, the City Administrator by and is hereby authorized to execute Change Order No. 1 with Metro Recreation, Inc., 4907 Camden Place North, Jefferson, MD 21755, for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) for costs associated with the removal of sand and preparation of the site in the amount not to exceed Twelve Thousand Four Hundred Dollars and No Cents (\$12,400.00), bringing the total project cost not to exceed One Hundred Forty Eight Thousand Seven Hundred Thirty One Dollars and No Cents (\$148,731.00).

Raymond M. Morriss, Mayor

Company	Bid Amount
Original Bid	\$136,331.00
Change Order No. 1	\$12,400.00
Revised Total	\$148,731.00

Budget: 115.075A.63000

Council Agenda Summary

Meeting Date: 10/7/2025

Key Staff Contact: Ryan Mackey

Item Title: Additional Work required for the Gene Mason Playground Safety Surfacing Project

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

During the Safety surfacing project at the Gene Mason Sports Complex Playground, it was discovered that the underlying ground of the current playground was an old volleyball court. The sand needed removed but it was more than the streets department could handle on their own. Metro recreation provided a quote to remove the sand and prepare the site prior to the safety surfacing being poured. This additional work qualifies to be covered by the Project Open Space Grant that the project is funded by. I am requesting a change order in the amount of \$12,400.00.

Amount of Award:

Budget number: 115.075A Playground Resurfacing

Grant, bond, etc. reference: Project Open Space

Mark Younker
4907 CAMDEN PLACE NORTH
JEFFERSON, MD 21755

Change Order #1

- Two (4) man crew to assist City of Cumberland in stripping 161 cubic yards of sand
- Two (4) man crews to assist City of Cumberland in compacting 280 ton of CR6 to bring playground up to grade
- Proposal covers (2) nine hour days
- Metro Rec to provide small plate tamper
- City of Cumberland to provide machinery to strip sand, compactor for CR6, sand fill dump area & hauling for CR6

Totals: \$12,400

SubTotal: \$12,400
Estimated Sales Tax*: \$0.00
Grand Total: \$12,400

NOTES:

This Quote shall not become a binding contract until signed and delivered by both Customer. Sales Representative is not authorized to sign this Quote on behalf of Metro Recreation Inc. or Customer and signed Quotes cannot be accepted from Sales Representative. To

File Attachments for Item:

. Order 27,861 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and James R. Pyles for the position of Police Chief to be effective October 7, 2025, for a three (3) year term, with automatic one-year renewals thereafter, contingent upon terms of the agreement

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

ORDER NO. 27,861

DATE: October 7, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and James R. Pyles for the position of Police Chief to be effective October 7, 2025, for a three (3) year term, with automatic one-year renewals thereafter contingent upon terms of the agreement.

Raymond M. Morriss, Mayor

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), made this 7th day of October, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a municipal corporation duly formed and existing under the laws of the State of Maryland, and **James R. Pyles** (“Pyles”).

RECITALS:

WHEREAS, Section 37 of the Charter of the City of Cumberland (the “City Charter”) provides that the Chief of the Cumberland City Police Department is an executive employee, that the terms of executive employees’ employment may be set forth in contracts, and that executive employees are not considered to be civil service employees

WHEREAS, the City desires to employ Pyles as the Chief of the Cumberland City Police Department (the “Chief”);

WHEREAS, the City has determined that it is in the best interests and welfare of the City of Cumberland to employ Pyles as the Chief; and

WHEREAS, it is the desire of Pyles to accept such employment subject to the terms and conditions of this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

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. Appointment. The City hereby employs Pyles for the position of Chief, and Pyles hereby accepts the said employment, subject to the terms and conditions of this Agreement. Said employment shall commence October 7, 2025, and extend until October 6, 2028, unless otherwise earlier terminated in accordance with Section 11 of this Agreement. Upon the expiration of the initial term of this Agreement, it shall automatically renew for successive one (1) year renewal terms upon the same terms and conditions set forth herein unless either party provides written notice to the other of their decision not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the initial or any renewal term.

3. Duties of Pyles. Pyles shall perform those duties set forth in §§42(b) & 65 of the City Charter, and further shall perform any and all such other duties as may be prescribed by the City. Said duties shall include, but not be limited to:

A. Conducting and managing the day-to-day operations of the City of Cumberland Police Department (the “Police Department”);

B. Administering and enforcing the rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

C. Having, exercising, and discharging the functions, powers and duties of the police force;

D. Delegating such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;

E. Prescribing the duties and assignments of all subordinates and other personnel;

F. Attending the regular and special meetings of the City’s Mayor and City Council unless excused from attending by the City Administrator

G. Complying with the City Charter, City Code, City ordinances, orders and resolutions, and the policies and directives of the City; and

H. Discharging the functions and duties of his position honestly, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Pyles shall be governed by the City Charter, the Cumberland City Code (the “City Code”), and other ordinances, resolutions and orders of the City, the rules and regulations for the governance of the Police Department, and applicable state and federal law, such as is now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Pyles shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City shall from time to time determine.

It is understood and agreed that Pyles shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein. It is further understood and agreed that he shall regularly be required to work more than forty (40) hour work weeks in the fulfillment of said duties. In furtherance of the fulfillment of the said duties, Pyles shall be prohibited from accepting any work other than his employment as Chief, whether as an employee or on an independent contractual basis, temporary or permanent, part-time or full-time, during the term and any renewal terms of this Agreement except as may be permitted by the City, subject to the limitation that said outside employment shall not interfere with Pyles’s fulfillment of his obligations under the terms of this Agreement.

4. Duties of the City. The City hereby agrees that, to the greatest extent possible and subject to applicable law, it shall provide full cooperation, support and direction to Pyles so as assist him with respect to the implementation and continuation of his duties as Chief.

5. Salary. The City hereby agrees that Pyles shall receive a salary in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per annum, payable on regular City paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time to time. Said salary shall increase annually by the cost-of-living adjustment provided by the City to all other employees commencing on July 1, 2026, and each July 1 thereafter.

6. Office Support. The City shall provide an office, supplies and equipment therefor, as the same are necessary for the professional and effective performance of Pyles' duties as Chief.

7. Benefits. Pyles shall be entitled to the following benefits:

A. All holidays normally observed by the City.

B. Pyles shall be entitled to four (4) weeks of paid vacation leave from October 7, 2025 through the end of the 2026 fiscal year. After that, he shall be entitled to four (4) weeks of paid vacation each fiscal year, to be earned in accordance with the City's policy. Vacation leave shall be non-cumulative and cannot be carried over from year to year other than as allowed in the Handbook for Full-Time Non-Union Employees, as amended from time to time.

Upon the termination or expiration of this Agreement, Pyles shall be entitled to compensation for any vacation leave he has accrued but not used if the termination or expiration is other than for "cause" and it is because Pyles elected to retire.

C. Effective October 7, 2025, Pyles shall be entitled to thirty-two (32) hours of sick leave. Thereafter, he shall accrue sick leave at the rate of ten (10) hours per month. Pyles may accrue no more than one hundred twenty (120) hours of paid sick leave each fiscal year, said sick leave to be earned at the rate of ten (10) hours per month. Sick leave shall be cumulative without limit as to carryover from year to year. The City Safe and Sick Leave Policy governs the first forty (40) hours of sick leave utilized each fiscal year.

D. Pyles be entitled to one (1) day of paid personal leave annually.

E. Pyles shall be entitled to the health insurance benefits set forth in the Handbook for Full-Time Non-Union Employees, subject to the terms set forth therein. In the event he does not wish to be insured through the City, he shall be entitled to the benefits of the Insurance Opt-Out Program described in the aforesaid Handbook.

F. Pyles has a 401(a) deferred compensation plan. The City will contribute Nine Thousand Dollars (\$9,000.00) to that plan annually, said contributions to be made in equal installments during the course of the fiscal year.

G. Unless set forth otherwise above, Pyles shall be entitled to the same benefits as the City's full-time non-union employees.

H. Pyles is retired from the Maryland State Police and is eligible to receive benefits under a State retirement plan. That renders him ineligible to participate in the retirement plans the City provides for City employees, specifically the LEOPS plan maintained for other City police officers. Aside from the deferred contribution plan referenced in subsection E above, the City shall not make any contributions to any retirement plan(s) or deferred compensation plan(s) in which Pyles does or could participate.

8. Death and Disability.

8.1. Death. If Pyles dies prior to the expiration of the term or any renewal term of this Agreement, all obligations of the City to Pyles will cease as of the date of Pyles's death.

8.2. Disability. If Pyles is unable to perform substantially all of his duties under this Agreement because of illness, accident or other disability other than a disability incurred as a result of an injury arising out of and during the course of his employment with the City (collectively referred to as "Disability"), and the Disability continues for more than three consecutive months or an aggregate of more than four (4) months during any six (6) month period, then the City may terminate this Agreement. If Pyles or the City asserts at any time that Pyles is suffering a Disability, the City may cause Pyles to be examined by a doctor or doctors selected by the City, and Pyles will submit to all required examinations and will cooperate fully with such doctor or doctors and, if requested to do so, will make available to them his medical records. Pyles's own doctor may be present.

In the event Pyles becomes disabled as a result an injury arising out of or during the course of his employment with the City, his employment under the terms of this Agreement shall continue for no more than two (2) years, subject to the City's policy relative to workers' compensation disabilities.

9. Take Home Vehicle. The City authorizes Pyles to keep an assigned police vehicle at his residence for commuting and reasonable personal use. The vehicle remains the City's property and its use is a revocable privilege. Permitted personal use is limited to commuting or other use in Allegany County, Maryland. Pyles must obey all laws and City policies and must immediately report any collision, damage, theft, or citation. Pyles is responsible for fines or criminal liability arising from personal misconduct arising from his use of the vehicle.

10. Professional Associations, Memberships and Training. The City encourages participation in and agrees to appropriate and expend funds for Pyles to maintain his membership

in appropriate state and national law enforcement organizations. The City further agrees to make reasonable efforts to appropriate and expend funds for Pyles to attend training and/or conferences as agreed upon in accordance with applicable City travel policies.

11. Termination. This Agreement may be terminated upon any of the following terms and conditions:

11.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

11.2. Termination for Cause. In the event the City wishes to terminate Pyles's employment under the terms of this Agreement, it is agreed and acknowledged that any such termination will be based upon "cause" and that said "cause" shall be defined as:

(i) a substantial breach by Pyles of his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, the City Code, as now in force or as may be hereafter amended;

(ii) Pyles's conviction of a felony;

(iii) Pyles's conviction for any crime punishable as a felony or involving moral turpitude;

(iv) Pyles's use of alcohol or a controlled substance which impairs his ability to effectively perform his duties and obligations under this Agreement; or

(v) any action by Pyles which is likely, in the City's opinion, to damage the City's image in the eyes of its citizens and any such action has not been removed or corrected, provided it is capable of being removed or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Pyles.

It is specifically agreed that upon termination for cause, Pyles shall be entitled to receive his salary and benefits to the date of said termination, but no longer. He shall not be compensated for any accrued but unused vacation or sick leave.

11.3. Termination other than for Cause. In the event the City elects to terminate this Agreement other than for cause before the expiration of the Initial Term or any renewal term of this Agreement and, at the time of the termination, Pyles is willing and able to perform his duties under this Agreement but for his termination, it shall pay him a lump sum cash payment equal to one hundred eighty (180) days aggregate salary and benefits. He shall also be compensated for all earned and unused vacation leave accrued as of the date of the termination and for up to sixty (60) hours of sick leave in accordance with the terms of section 7.C. Otherwise, Pyles shall be entitled to receive his salary and benefits to the date of said termination but no longer.

12. Professional Liability. The City agrees to defend, hold harmless and indemnify Pyles for any and all claims brought against Pyles arising out of his actions within the scope of the employment relationship with the City, subject to the exceptions and limitations set forth in the Local Government Tort Claims Act (Md. Cts. & Jud Proc. Code Ann. §§ 5-301, *et seq.*, as may be amended from time to time) and applicable law. The City agrees to carry appropriate insurance therefore through the City's insurance program.

13. Use And Return of City Property. Pyles recognizes and agrees that personal property is provided by the City to Pyles, which personal property shall be and remain the property of the City. Further, Pyles will preserve, use and hold City property for the benefit of the City for the purpose of carrying out the City's business. Be it further recognized that reasonable personal use of said property will be considered reasonable and customary for this professional position. When Pyles's employment terminates, Pyles will immediately deliver to the City all City property that Pyles has in his possession or control.

14. Relationship of The Parties. The relationship between the parties hereto is that of Employer and Employee. Pyles shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in writing by the City.

15. Prior Agreements. This Agreement supersedes and takes the place of all prior agreements relative to the City's employment of Pyles. As of February 20, 2023, any such agreements shall be of no further force and effect.

16. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action as well as his court costs and reasonable litigation expense.

17. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless amendment, change or modification is in writing and signed by both of the parties hereto.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations of previous agreements between the parties with respect to all or any part of the subject matter.

19. Waiver. Failure of either party at any time to require the performance of any of the provisions of this Agreement shall not limit the parties' rights to enforce them, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

20. Severability. That each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect

the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, then the parties hereto agree to attempt to renegotiate said term so as to effect the intent of the parties under terms that are constitutional, legal and enforceable.

21. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

22. Assignability. This Agreement may not be assigned without the written consent of the parties hereto.

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

24. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

25. 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.

26. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

_____(SEAL)
James R. Pyles

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Allison Layton, City Clerk

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

File Attachments for Item:

. Order 27,862 - authorizing Carl Belt, Inc. to perform emergency repair work on the manhole structure on Mechanic Street in the amount not to exceed \$94,894.55

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

ORDER NO. 27,862

DATE: October 7, 2025

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

THAT, the proposal from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to perform emergency repair work on the manhole structure on Mechanic Street be and is hereby approved in the amount not to exceed Ninety Four Thousand Eight Hundred Ninety Four Dollars and Fifty Five Cents (\$94,894.55).

Raymond M. Morriss, Mayor

Budget:
003.320.40800

Council Agenda Summary

Meeting Date: 10/7/2025

Key Staff Contact: Robert Smith, PE

Item Title:

North Mechanic Street Sewer Manhole Emergency Repair

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

The City of Cumberland had to perform emergency repair work on the manhole structure on Mechanic Street in which LaVale's flow enters the City's sewer system. This scope of work was outside of the capabilities of our sewer department due to equipment limitations, therefore, the City sole sourced this work to Carl Belt, Inc. to perform due to the emergency nature of this sewer collapse in the amount of \$94,894.55.

This will be funded with City Sewer Funds.

Amount of Award: \$94,894.55

Budget number: 003.320.40800

Grant, bond, etc. reference: City Funds

C A R L B E L T

I N C O R P O R A T E D

C O N T R A C T I N G . . E N G I N E E R I N G

OFFICE AND YARD
11521 MILNOR AVENUE BOWLING GREEN

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

TO **City of Cumberland**
57 N. Liberty Street
Cumberland, MD 21502
Attn: Robert Smith
robert.smith@cumberlandmd.gov

DATE 9/30/2025
Invoice #41747
Page 1 of 3

TERMS-NET CASH.

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE: **Belt Job #2045**
Mechanic Street
Sewerline Repair

To repair sewer line leak on Mechanic Street.

LABOR**Week Ending 8/9/25**

Layout Engineer	4	hrs. @	\$ 88.40	\$	353.60
General Superintendent	2	hrs. @	\$ 130.00	\$	260.00

Week Ending 8/16/25

General Superintendent	2	hrs. @	\$ 130.00	\$	260.00
Teamster (2)	2.5	hrs. @	\$ 69.07	\$	172.68
Job Foreman	16	hrs. @	\$ 90.61	\$	1,449.76
Premium Time	4	hrs. @	\$ 116.86	\$	467.44
Operator (3)	30	hrs. @	\$ 78.03	\$	2,340.90
Premium Time	4	hrs. @	\$ 103.21	\$	412.84
Lead Laborer	9	hrs. @	\$ 70.31	\$	632.79
Premium Time	4	hrs. @	\$ 89.45	\$	357.80
Laborer	8	hrs. @	\$ 64.10	\$	512.80
Premium Time	4	hrs. @	\$ 81.20	\$	324.80

Week Ending 8/23/25

General Superintendent	2	hrs. @	\$ 130.00	\$	260.00
Teamster (3)	40	hrs. @	\$ 69.07	\$	2,762.80
Premium Time	2.5	hrs. @	\$ 87.64	\$	219.10
Job Foreman	40	hrs. @	\$ 90.61	\$	3,624.40
Carpenter Foreman	4	hrs. @	\$ 83.92	\$	335.68
Operator (2)	44	hrs. @	\$ 78.03	\$	3,433.32
Lead Laborer	40	hrs. @	\$ 70.31	\$	2,812.40
Laborer	40	hrs. @	\$ 64.10	\$	2,564.00
Premium Time	4	hrs. @	\$ 81.20	\$	324.80

Week Ending 8/30/25

General Superintendent	1	hrs. @	\$ 130.00	\$	130.00
Teamster	1	hrs. @	\$ 69.07	\$	69.07
Premium Time	1.5	hrs. @	\$ 87.64	\$	131.46

INVOICECARL BELT
INCORPORATED

City of Cumberland

Invoice #41747

Page 2 of 3

W/E 8/30/25 continued...

Job Foreman	8 hrs. @	\$ 90.61	\$ 724.88
Premium Time	1 hrs. @	\$ 116.86	\$ 116.86
Carpenter Foreman	9 hrs. @	\$ 83.92	\$ 755.28
Premium Time	2 hrs. @	\$ 107.36	\$ 214.72
Carpenter (2)	20 hrs. @	\$ 74.47	\$ 1,489.40
Operator	8 hrs. @	\$ 78.03	\$ 624.24
Premium Time	1 hrs. @	\$ 103.21	\$ 103.21
Lead Laborer	8 hrs. @	\$ 70.31	\$ 562.48
Premium Time	1 hrs. @	\$ 89.45	\$ 89.45
Laborer (3)	33 hrs. @	\$ 64.10	\$ 2,115.30
Premium Time	2 hrs. @	\$ 81.20	\$ 162.40
Sunday Time	2 hrs. @	\$ 99.45	\$ 198.90
TOTAL LABOR			\$ 31,369.56

MATERIAL

84 Lumber	Invoice #0929-605538	\$ 43.92
Allegany Aggregates	Invoice #737072	\$ 1,437.53
Core & Main	Invoice #X533415	\$ 1,478.70
Core & Main	Invoice #X587710	\$ 3,577.50
Eagle Concrete	Invoice #727534	\$ 3,764.06
Lee Supply	Invoice #X525487	\$ 13,506.60
Lee Supply	Invoice #X643811	\$ 1,590.00
Lowe's	Invoice #747490	\$ 59.84
National Trench Safety	Invoice #1126153	\$ 2,199.47
PVIS	Invoice #178456	\$ 121.90
PVIS	Invoice #178484	\$ 152.18
PVIS	Invoice #178521	\$ 21.47
PVIS	Invoice #178551	\$ 46.52
Red Barn Concrete	Invoice #306	\$ 1,252.92
Red Barn Concrete	Invoice #308	\$ 329.13
United Rentals	Invoice #251861990-001	\$ 1,228.04
Xylem	Invoice #401445363	\$ 4,044.91
Subtotal Material		\$ 34,854.69
Overhead & Profit 15%		\$ 5,228.20
TOTAL MATERIAL		\$ 40,082.89

SUBCONTRACTS

QRA	Invoice #41911	\$ 986.00
Overhead & Profit 10%		\$ 98.60
TOTAL SUBCONTRACTS		\$ 1,084.60

INVOICE

CARL BELT
INCORPORATED

City of Cumberland

Invoice #41747
Page 3 of 3

EQUIPMENT

8/16/2025

Tractor w/ Lowboy	1.5	hrs. @	\$ 105.00	\$ 157.50
Rollback	1	hrs. @	\$ 80.00	\$ 80.00
Pick up truck w/ small tools	4	hrs. @	\$ 40.00	\$ 160.00
Komatsu PC138	12	hrs. @	\$ 75.00	\$ 900.00
410 Backhoe	6	hrs. @	\$ 70.00	\$ 420.00
CAT 943 Loadall	20	hrs. @	\$ 120.00	\$ 2,400.00

8/23/2025

Rollback	8	hrs. @	\$ 80.00	\$ 640.00
Tri Axle Dump Truck	34.5	hrs. @	\$ 85.00	\$ 2,932.50
Pick up truck w/ small tools	10	hrs. @	\$ 40.00	\$ 400.00
Komatsu PC138	40	hrs. @	\$ 75.00	\$ 3,000.00
Tadano 40T crane	4	hrs. @	\$ 150.00	\$ 600.00
Godwin 6" Pump	5.5	days @	\$1,440.00	\$ 7,920.00
Hammer Drill w/ bits	1	hrs. @	\$ 50.00	\$ 50.00

8/30/2025

Tri Axle Dump Truck	2.5	hrs. @	\$ 85.00	\$ 212.50
Pick up truck w/ small tools	8	hrs. @	\$ 40.00	\$ 320.00
Komatsu PC138	9	hrs. @	\$ 75.00	\$ 675.00
Godwin 6" Pump	1	day @	\$1,440.00	\$ 1,440.00
Hammer Drill w/ bits	1	hrs. @	\$ 50.00	\$ 50.00

Subtotal	\$ 22,357.50
MD Sales Tax, 6%	<u>exempt</u>

TOTAL AMOUNT DUE THIS INVOICE

\$ 94,894.55

APP-



LAVALLE #0929
14700 NATL. HWY
(301) 689-8402

HOURS: MON-FRI 7AM-6PM
SAT 8AM-4PM
SUN CLOSED

ASSOCIATE: THANKS! -CADEN

08/26/25 15:58

(81)

0929-605538

Please Remit to: 84 Lumber, P.O. Box 365, Eighty Four Pa. 15330-0365

DUE BY: 10/10/25

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
2080871	3	2X8X8 #1 TREATED GRD CNT	10.66	31.98
2061070	1	2X6X10 #2 PRIME TRT SYP	9.45	9.45

VENDOR 84

G/L#

90W

RECEIVED

APPROVALS/REVISIONS

Clerical Accuracy Check ✓Compared to Price ✓Project Manager Approval ✓

AUG 29 2025

JOB 2045
DUE DATE 2045COST
CODE 01
DISC 1

CODE: 0015042600-000-000

JOB: 2045

CARL BELT INC

PO BOX 1210

CUMBERLAND, MD 21501

(301) 729-8900 Fax: (301) 729-0163

SUBTOTAL

41.43

TAX

2.49

TOTAL

\$43.92

Customer acknowledges receipt of the above goods in the quantities and prices shown and agrees to pay 84 LUMBER Company in accordance with the Credit Agreement Terms and Conditions, the prior disclosure of which is acknowledged. Past due invoices will accrue interest at 1.5% per month.

Signature(s) Customer: _____

Name (Print): _____

08/26/25 PAGE 1 OF 1

Table 1 Softwood Lumber Sizes

Minimum Standard dressed sizes at the time of manufacture for both unseasoned (green) and dry lumber as purchased by the U.S. Department of Commerce in Product Standard 20-70.

PRODUCT CLASSIFICATION (NORMAL SIZE)	MINIMUM DRESSED SIZE (SEE NOTE 2)		PRODUCT CLASSIFICATION (NORMAL SIZE)	MINIMUM DRESSED SIZE (SEE NOTE 2)	
	UNSEASONED	DRY		UNSEASONED	DRY
INCHES DIMENSION LUMBER	INCHES	INCHES	INCHES BOARD LUMBER	INCHES	INCHES
2 X 4	1-9/16 X 3-9/16	1-1/2 X 3-1/2	1 X 4	25/32 X 3-9/16	3/4 X 3-1/2
2 X 6	1-9/16 X 5-5/8	1-1/2 X 5-1/2	1 X 6	25/32 X 5-5/8	3/4 X 5-1/2
2 X 8	1-9/16 X 7-1/2	1-1/2 X 7-1/4	1 X 8	25/32 X 7-1/2	3/4 X 7-1/4
2 X 10	1-9/16 X 9-1/2	1-1/2 X 9-1/4	1 X 10	25/32 X 9-1/2	3/4 X 9-1/4
2 X 12	1-9/16 X 11-1/2	1-1/2 X 11-1/4	1 X 12	25/32 X 11-1/2	3/4 X 11-1/4

Note 1: The dry thickness of nominal 3" and 4" lumber are 2-1/2". Unseasoned thicknesses are 2-9/16" and 3-9/16". Widths for these thicknesses are the same as shown above.

Note 2: Product Standard 20-70 defines dry lumber as being 19 percent or less in moisture content and unseasoned lumber as being over 19 percent moisture content. The size of the lumber changes approximately 1 percent for each 4 percent change in moisture content. Lumber stabilizes at approximately 15 percent moisture content under normal use conditions.

CENTRAL DISPATCH:
(301) 777-1777

FED ID#: 52-1641964

ALLEGANY AGGREGATES, INC.

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400

www.AlleganyAggregates.com

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

INVOICE

BILL TO: CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

INVOICE DATE: 08/24/2025
INVOICE NUMBER: 737072
CUSTOMER #: CARBEL
TAX ID NUMBER: 31012918
PO#/REQUISITION#: 2405
JOB CODE: 2405PU

JOB LOCATION: CUMBERLAND SEWER LINE

PLANT / ZONE: BR - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
8/22	00432605	[0001] CR-6	19.62	13.50	0.000	264.87	0.00	0.00	15.89	280.76
8/22	00432609	[0001] CR-6	19.93	13.50	0.000	269.06	0.00	0.00	16.14	285.20
8/22	00432611	[0001] CR-6	19.54	13.50	0.000	263.79	0.00	0.00	15.83	279.62
		Product Total:	59.09			797.72	0.00	0.00	47.86	845.58
8/21	00432563	[0010] #2 LIMESTONE	20.43	18.25	0.000	372.85	0.00	0.00	22.37	395.22
		Product Total:	20.43			372.85	0.00	0.00	22.37	395.22
8/22	00432596	[0087] ENGINEERED FILL	19.29	4.75	0.000	91.63	0.00	0.00	5.50	97.13
8/22	00432600	[0087] ENGINEERED FILL	19.78	4.75	0.000	93.96	0.00	0.00	5.64	99.60
		Product Total:	39.07			185.59	0.00	0.00	11.14	196.73
		Invoice Total:	118.59			1,356.16	0.00	0.00	81.37	1,437.53
INVOICE NUMBER: 737072									TAXABLE AMOUNT:	1,356.16
									NON-TAXABLE AMOUNT:	0.00
									SALES TAX:	81.37
									TOTAL AMOUNT DUE:	1,437.53

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.



INVOICE

Invoice # X533415
Invoice Date 8/14/25
Account # 153289
Sales Rep MARK STERLING
Phone # 832-463-3260
Branch # 823 Houston, TX
Total Amount Due \$1,478.70

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

10 2 SP 1.030 E0010 I0063 014542256665 S2 P10877984 0002:0007



CARL BELT INC
PO BOX 1210
CUMBERLAND MD 21501-1210

Shipped to:
11521 MILNOR AVE
ATTN: Dave Snyder
CUMBERLAND, MD

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/12/25	8/13/25	SEE BELOW				NEXT DAY AIR	X533415

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CUSTOMER PO#- MECHANIC ST EMERGENCY							
24DASFB7Z114152H	1-1/4X15 B7 ZINC STUD W/2 NUTS USA	20	20		22.00000	EA	440.00
24IAFFW114Z	1-1/4 FLAT WASHER ZINC PLATED IMP	40	40		4.50000	EA	180.00

APPROVALS/REVISIONS

Clerical Accuracy Check ✓

Compared to PO ✓

Project Manager Approval _____

VENDOR CORE G/L# 702
RECEIVED

AUG 22 2025

JOB 2025 COST CODE 61
DUE DATE _____ DISC _____

**Online
ADVANTAGE™**

- Manage billing online
- Reprint invoices
- Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

\$775.00

Terms: NET 30

Ordered By: _____

Subtotal: 620.00

Other: 775.00

Tax: 83.70

Invoice Total: \$1,478.70

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.

OLD
BY
HOUSTON TX HDPE
Branch - 823
5823 Thomas Road
Houston TX 77041
PHONE # 832 463 3260



PROMISED: 08/12/25 ✓
FILLED BY: _____
CHECKED BY: _____
REVIEWED BY: _____
ENTERED BY: JOEL SHANK - 514

REPRINT 08/12/2025 12:56 PM PAGE 1
153289

PICK TICKET X533415

S O L D T O	CARL BELT INC PO BOX 1210 CUMBERLAND MD 21501-1210	S H I P T O	CARL BELT INC 11521 MILNOR AVE ATTN: Dave Snyder CUMBERLAND MD 21502-5131	SPECIAL INSTRUCTIONS/COMMENTS: PLEASE SHIP UPS NEXT DAY AIR ON 8/12 THANK YOU UPDATED QUANTITIES
	CUS PH# 301 729 8900			

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
823	8/12/25	8/12/25	SEE BELOW			OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED		NEXT DAY AIR	C69

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
WB 5 1	24DASFB7Z114152H	MECHANIC ST EMERGENCY 1-1/4X1.5 B7 ZINC STUD W/2 NUTS USA	20	20			EA	
WB 5 1	24IAFFW114Z	1-1/4 FLAT WASHER ZINC PLATED IMP	40	40			EA	
		TOTAL WEIGHT: .00						
END OF ORDER								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <https://coreandmain.com/terms-of-sale/>.



X533415153289

RECEIVED BY SIGNATURE: _____
PRINT NAME HERE: _____



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # X587710
Invoice Date 8/25/25
Account # 153289
Sales Rep MARK STERLING
Phone # 724-483-3543
Branch # 625 Charleroi, PA
Total Amount Due \$3,577.50

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

2211 MB 0.672 E0218 10329 014563039885 S2 P10883092 0004:0005



CARL BELT INC
PO BOX 1210
CUMBERLAND MD 21501-1210

Shipped to:
1 Baltimore St
CUMBERLAND, MD

CUSTOMER JOB- Fusion Rental

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/20/25	8/20/25	2045	Fusion Rental			SHIPPED	X587710

Product Code	Description	Ordered	Shipped	B/O	Price	UM	Extended Price
	Invoice Start 08/13/2025 Invoice End 08/15/2025 Contact Dave Contact Phone 301-707-3022						
98MBFMRENTAL	BUTT FUSION MACHINE McElroy PB 630 HF 220 -240V Fusion Machine PKG	1	1		1450.00000	EA	1,450.00
98MBFMRENTAL	BUTT FUSION MACHINE TracStar 630/T900 Track Vehicle PKG	1	1			N/C EA	

VENDOR CURLS G/L# 700
RECEIVED

APPROVALS/REVISIONS

Clerical Accuracy Check _____
Compared to PO _____
Project Manager Approval _____

SEP - 3 2025

JOB 2045 COST CODE 01-
DUE DATE _____ DISC _____

Lee Supply is now part of Core & Main.
Checks can still be made payable to Lee Supply.
Our remit to address has changed to:
PO Box 28330, St. Louis, MO 63146

Freight \$1,925.00
Delivery
Handling
Restock
Misc.

Terms: NET 30
Ordered By:

Subtotal: 1,450.00
Other: 1,925.00
Tax: 202.50
Invoice Total: \$3,577.50

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.

INVOICE

Eagle Concrete Materials, LLC
102 Turkey Foot Rd
Sewickley, PA 15143-8358

info@primecontractorsupply.com
+1 (724) 266-6255



Bill to

AP Eleanor Woods
Carl Belt, Inc.
P.O. Box 1210
Cumberland, MD 21502 USA

Invoice details

Invoice no.: 727534
Terms: Net 30
Invoice date: 08/19/2025
Due date: 09/10/2025

#	Product or service	Description	Qty	Rate	Amount
1.	72 in. x 8 ft. Reinforced Concrete Pipe	UOM LF	1	\$2,280.00	\$2,280.00
2.	2 ft. x 72 in. Manhole Risers		1	\$476.00	\$476.00
3.	72 in. Flattops		1	\$525.00	\$525.00
4.	Roll(s) of Conseal	8 Rolls per Box	2	\$85.00	\$170.00
5.	Manhole Step	UOM EA	10	\$10.00	\$100.00

Subtotal \$3,551.00

Sales tax \$213.06

Total \$3,764.06

Ways to pay



View and pay

APPROVALS/REVISIONS

Clairical Accuracy Check _____

Compared to PO _____

Project Manager Approval _____

VENDOR EAGLE GIL# 706
RECEIVED

AUG 22 2025

JOB 2405 COST
DUE DATE 01 CODE
DISC



A CORE & MAIN BRAND

INVOICE

Invoice # X525487
 Invoice Date 8/14/25
 Account # 153289
 Sales Rep MARK STERLING
 Phone # 724-483-3543
 Branch # 625 Charleroi, PA
 Total Amount Due \$13,506.60

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

10 2 SP 1.030 E0010X I0062 D14542256657 S2 P10877984 0001:0007



CARL BELT INC
 PO BOX 1210
 CUMBERLAND MD 21501-1210

Shipped to:
 1 BALTIMORE ST
 CUMBERLAND, MD

CUSTOMER JOB- CARLBE CARBELT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/11/25	8/13/25	2045	CARBELT	CARLBE		BEST	X525487

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
0941P2417	24 IPS DR17 HDPE PIPE BLK 125 PSI BID SEQ# 10	160	160		60.55000	FT	9,688.00
0910M2417FA	24 IPS DR17 HDPE FLG ADPT BID SEQ# 20	1	1		446.00000	EA	446.00
0941BUR2411DI	24" SDR11 DI IPS BACKING RING BID SEQ# 30	1	1		276.00000	EA	276.00
0941F24215SEG90	24 IPS DR17/21 5SEG 90 PC100 BID SEQ# 40	1	1		1200.00000	EA	1,200.00

VENDOR Cole You G/L#
 RECEIVED

APPROVALS/REVISIONS

Clerical Accuracy Check X
 Compared to PO 2045
 Project Manager Approval _____

AUG 22 2025
 JOB 2045 COST
 DUE DATE 01 CODE
 DISC

Lee Supply is now part of Core & Main.
 Checks can still be made payable to Lee Supply.
 Our remit to address has changed to:
 PO Box 28330, St. Louis, MO 63146

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	11,610.00
\$1,200.00					Other:	1,200.00
					Tax:	696.60
					Invoice Total:	\$13,506.60

Terms: NET 30

Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.



A CORE & MAIN BRAND

INVOICE

Invoice # X643811
 Invoice Date 8/29/25
 Account # 153289
 Sales Rep MARK STERLING
 Phone # 724-483-3543
 Branch # 625 Charleroi, PA
 Total Amount Due \$1,590.00

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

2984 1 MB 0.672 E0147 I0180 D14573876387 S2 P10888816 0003:0003



Shipped to:

CARL BELT INC
 PO BOX 1210
 CUMBERLAND MD 21501-1210

CUSTOMER PICK-UP -

CUSTOMER JOB- Fusion Rental

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/28/25	8/28/25	VERBAL	Fusion Rental			WILL CALL	X643811

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	Invoice Start 08/14/2025						
	Invoice End 08/15/2025						
98R2LABOR	LABOR	5	5		75.00000	EA	375.00
	Fusion Tech Hours						
98R2LABOR	LABOR	4	4		75.00000	EA	300.00
	Technician Travel - Hours						
98R2LABOR	LABOR	8	8		75.00000	EA	600.00
	Fusion Tech Hours						
98R2LABOR	LABOR	3	3		75.00000	EA	225.00
	Technician Travel - Hours						

APPROVALS/REVISIONS

Clerical Accuracy Check

Compared to PO

Project Manager Approval

CORE 4a
 RECEIVED

SEP - 0 2025

2045 COST CODE

Lee Supply is now part of Core & Main.
 Checks can still be made payable to Lee Supply.
 Our remit to address has changed to:
 PO Box 28330, St. Louis, MO 63146

Freight Delivery Handling Restock Misc.

Subtotal: 1,500.00
 Other: 0.00
 Tax: 90.00
 Invoice Total: \$1,590.00

Terms: NET 30

Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.



LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
1211 NATIONAL HWY.
LAVALE, MD 21502 (301) 729-9200

DUPLICATE

- SALE -

SALES#: S0468812 1536424 TRANS#: 980358202 08-27-25

76029 29-02 SIKI GRAY SELF LVL	48.39
16.98 DISCOUNT EACH	-0.85
3 @ 16.13	
70199 10.1-02 SIKI LMST CNST SE	8.06
0.48 DISCOUNT EACH	-0.42

SUBTOTAL:	56.45
TOTAL TAX:	3.39
INVOICE 74749 TOTAL:	59.84
LAR:	59.84

TOTAL SAVINGS THIS TRIP: \$2.97

LAR: XXXXXXXXXXXX1219 AMOUNT: 59.84 AUTHCD: 000420
KEYED REFID:747490 08/27/25 08:33:56

LAR PD: 2045

ACCOUNT NAME: LARL BELT INC

AUTH BUYER: SMITH DELTON

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY

VENDOR *GL#*
MERCHANDISE
RECEIVED
STORE: 0468 TERMINAL: 03 08/27/25 08:34:24

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS



NATIONAL TRENCH SAFETY

Manassas
11111 Industrial Road
Manassas VA 20109
United States

Dispatch Inquiry 703-330-5104

Billing Inquiry 888-833-3777

Invoice

Invoice Number: 1126153

Date: 8/26/2025

Carl Belt Incorporated
PO Box 1210
Cumberland MD 21502
United States

Project Name: Baltimore St
Ordered By: TERRY
Phone: 301-707-0494
Job Site Location:
Baltimore St
Cumberland MD 21502

Job#:
PO Number: 2405
JS Contact: TERRY
Job Site Phone: 301-707-0494
Office Phone: (301)707-5481
Cust ID: N020001671

Sales Person: House

Delivery Instructions:

2-10x10 Boxes w/35"-48" Strut, ends open

Rental Contract Number: RC00741383

Contract Start Date: 8/18/2025

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate	Rate Ext
Rent Stopped	20.00	DAB-10' PANEL \$16.08/Day \$48.24/Week \$144.72/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$48.24	\$964.80
Rent Stopped	8.00	DAB-10' CORNER POST \$5.00/Day \$15.00/Week \$45.00/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$15.00	\$120.00
Rent Stopped	8.00	35-48" ADJ STRUT \$5.00/Day \$15.00/Week \$45.00/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$15.00	\$120.00
Rent Stopped	8.00	DAB-LIFTING LUGS \$2.00/Day \$6.00/Week \$18.00/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$6.00	\$48.00
Rent Stopped	8.00	DAB 2' H ADJ CORNER POST LEG \$2.00/Day \$6.00/Week \$18.00/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$6.00	\$48.00
Rent Stopped	112.00	DAB-CONNECTOR PIN \$0.00/Day \$0.00/Week \$0.00/4 Week 1 DAYS MIN	4	8/18/2025	8/21/2025	\$0.00	\$0.00

Qty	Description	Reg Rate	Labor Subtotal
1.00	Delivery Line Hauler Truck	\$300.00	\$300.00
1.00	Pick Up Line Hauler Truck	\$300.00	\$300.00

VENDOR NAT G/L# YOL
RECEIVED

APPROVALS/REVISIONS

Clerical Accuracy Check [Signature]

Compared to PO [Signature]

Project Manager Approval [Signature]

AUG 26 2025

JOB 2405 COST 01-
DUE DATE DISC

This Invoice is subject to additional terms and conditions set forth located at <https://www.ntsafety.com/wp-content/uploads/2024/02/NTS-TC-2-7-24.pdf>. The customer agrees to grant NTS a security interest to secure monies due hereunder and authorizes NTS to file a UCC-1 financing statement with the appropriate filing offices to perfect such security interests. Terms Accounts are due and payable net 30 days from invoice date.

Please Remit Payment to:
National Trench Safety
P.O.Box 51373
Los Angeles, CA 90051-5673

Rental:	\$1,300.80
Waiver:	\$208.13
Discount	\$0.00
Sales Tax:	\$90.54
Other:	\$600.00
Total Amount:	\$2,199.47

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

178456

Invoice Date:

Aug 19, 2025

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID

170

Customer PO:

2405

Payment Terms:

Net 30 Days

Sales Rep:

Job Number:

Due Date:

Best Way

9/18/25

Quantity	Item	Description	Unit Price	Extension
20.00	WH0001	MASON SAND 50# BAG	5.75	115.00
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ VENDOR <u>PC</u> G/L# <u>704</u> RECEIVED AUG 25 2025 JOB <u>2405</u> COST CODE <u>01</u> DUE DATE _____ DISC _____				

Subtotal 115.00

Sales Tax 6.90

Freigh

Total Order Amount 121.90

Payment Received

TOTAL \$121.90

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

178484

Invoice Date

Aug 20, 2025

Page

1

Sold To:

CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Ship To:

CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID 170	Customer PO: 2405	Payment Terms: Net 30 Days
Sales Rep:	Job Number: Best Way	Due Date: 9/19/25

Quantity	Item	Description	Unit Price	Extension
4.00	9-0806B	8X8X16 SOLID BLOCK 60 P	3.48	13.91
3.00	EE1806	80# SAKRETE MORTAR MIX TYPE S 42 PER PALLET BLUE LABEL	14.63	43.88
1.00	S0204	50# PAIL WATERPLUG MASTERSEAL 590	85.78	85.78

APPROVALS/REVISIONS

Clerical Accuracy Check _____

Compared to PO _____

Project Manager Approval _____

VENDOR POT G/L# 701

RECEIVED

AUG 25 2025

2405

JOB _____ COST _____

DUE DATE _____ DISC _____

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	143.57
Sales Tax	8.61
Freigh	
Total Order Amount	152.18
Payment Received	
TOTAL	\$152.18

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

178521

Invoice Date:

Aug 20, 2025

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer IC

170

Customer PO:

2405

Payment Terms:

Net 30 Days

Sales Rep:

CMS

Job Number:

Best Way

Due Date:

9/19/25

Quantity	Item	Description	Unit Price	Extension
25.00	9-0702	2-1/4X4X8 SOLID CONC BRICK 864P(OR 720)	0.81	20.25
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ VENDOR <u>PLV</u> G/L# <u>402</u> RECEIVED AUG 25 2025 JOB <u>2405</u> COST CODE <u>01</u> DUPLICATE _____ DISC _____				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal 20.25

Sales Tax 1.22

Freigh

Total Order Amount 21.47
Payment Receive

TOTAL \$21.47

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY
61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax

INVOICE

Invoice Number:

178551

Invoice Date:

Aug 22, 2025

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer IC

170

Customer PO:

2405

Payment Terms:

Net 30 Days

Sales Rep:

CMS

Job Number:

Best Way

Due Date:

9/21/25

Quantity	Item	Description	Unit Price	Extension
3.00	EE1806	80# SAKRETE MORTAR MIX TYPE S 42 PER PALLET BLUE LABEL	14.63	43.89
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ VENDOR <u>QU</u> G/L# <u>Y12</u> RECEIVED AUG 25 2025 JOB <u>2405</u> COST CODE <u>01</u> DUPLICATE _____ DISC _____				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal 43.89
Sales Tax 2.63
Freigh
Total Order Amount 46.52
Payment Received
TOTAL \$46.52

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

Red Barn Concrete, Inc.

PO Box 231
Ellerslie, MD 21529

Invoice

Date	Invoice #
9/2/2025	306

Bill To
Carl Belt, Inc. 11521 Milnor Ave Cumberland, MD 21502

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	WE, RED BARN CONCRETE, INC., HEREBY SUBMIT THE FOLLOWING INVOICE:		
	JOB #2045 - 08/21/25		
6	CONCRETE 6-9 YDS	197.00	1,182.00T
	Sales Tax	6.00%	70.92
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____		VENDOR <u>Red</u> G/L# <u>702</u>	
		RECEIVED	
		SEP 12 2025	
		JOB <u>2045</u> COST CODE <u>21</u> DUE DATE _____ DISC _____	
		Total	\$1,252.92

Red Barn Concrete, Inc.

PO Box 231
Ellerslie, MD 21529

Invoice

Date	Invoice #
9/2/2025	308

Bill To
Carl Belt, Inc. 11521 Milnor Ave Cumberland, MD 21502

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	WE, RED BARN CONCRETE, INC., HEREBY SUBMIT THE FOLLOWING INVOICE:		
	JOB #2045 - 08/26/25		
1.5	CONCRETE -3 YDS	207.00	310.50T
	Sales Tax	6.00%	18.63
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____		VENDOR <u>RED</u> G/L# <u>706</u>	
		RECEIVED	
		SEP 12 2025	
		JOB <u>2045</u> COST <u>CODE</u> DUE DATE _____ DISC _____	
Total			\$329.13



TRENCH SAFETY
BRANCH K96
1125 CAMP HOLLOW RD
WEST MIFFLIN PA 15122-3330
412-469-4168



RENTAL RETURN INVOICE

251861990-001

Job Site

CPU@K96
1125 CAMP HOLLOW RD
WEST MIFFLIN PA 15122-3330
Office: 301-729-8900 Job: 301-707-3022

CARL BELT COMPANY
PO BOX 1210
CUMBERLAND MD 21501-1210

Customer # : 5303164
Invoice Date : 08/21/25
Rental Out : 08/18/25 08:00 AM
Rental In : 08/21/25 08:32 AM
UR Job Loc : 1125 CAMP HOLLOW RD,
UR Job # : 149
Customer Job ID:
P.O. # : 2045
Ordered By : DAVE SNYDER
Reserved By : MIKE ROTH
Salesperson : GREG BARBER

Invoice Amount: \$1,228.04

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-341-5431
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	11498121	24"-48" PLUG W/6" BYPASS W/RV & SLEEVE Make: PLUG TECH Model: 276-2448MGMS Serial: 55431		342.00	980.00	2,946.00	980.00
1	500/8152	LIFT LINE 20' W/SCHRADER VALVE		13.00	18.00	48.00	18.00
Rental Subtotal:							998.00
Agreement Subtotal:							998.00
Rental Protection:							149.70
Tax:							80.34
Total:							1,228.04

COMMENTS/NOTES:

CONTACT: DAVE SNYDER
CELL#: 301-729-8900

VENDOR Uta G/L# Yca
RECEIVED

AUG 25 2025

APPROVALS/REVISIONS

Clerical Accuracy Check /
Compared to PO /
Project Manager Approval /

JOB 2045 COST
DUE DATE 08/21/25 CODE 01
DISC /

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



Sold by:

Invoice

Branch 002
5716 Columbia Park Road
Cheverly, MD 20785-3825
Tel: 301-390-3806
Fax: 301-390-3810

Remit to: Xylem Dewatering Solutions, Inc.
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

S
O
L
D

T
O

CARL BELT INC.
11521 MILNOR AVE
CUMBERLAND, MD 21502-5131

S
H
I
P

T
O

Carl Belt Incorporated
1 Baltimore Street
Cumberland, MD 21502

Cust No	Invoice Date	Invoice No
00003174	09-05-2025	401445363

Page 2 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
Sink Hole Mechanic & Balt St	Dave Snyder	08-18-2025	202026372	Thomas A. Vance	Thomas A. Vance	Net 30
QTY	ITEM	DESCRIPTION	PER	DWIM	RATE	AMOUNT
16	ACCESSORYR	6" o-ring (spare gaskets)	2 1	D W		
1	DZONE06PICKUP	Delivery Zone 6 - Pickup Truck				
1	PZONE06PICKUP	Pickup Zone 6 - Pickup Truck				
224	FUELSURCHARGE	Fuel Surcharge by the Mile				

APPROVALS/REVISIONS

Clerical Accuracy Check _____
Compared to PO _____
Project Manager Approval _____

VENDOR 44C GL# 706
RECEIVED

SEP 12 2025

JOB 2045 COST 1171111
DUE DATE _____ CODE _____ DISC _____

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc Charges	Taxes
\$ 1,860.10	\$ 0.00	\$ 2,073.20	\$ 0.00	\$ 111.61

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 4,044.91



Sold by:

Invoice

Branch 002
5716 Columbia Park Road
Cheverly, MD 20785-3825
Tel: 301-390-3806
Fax: 301-390-3810

Remit to:

26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

S
O
L
D

T
O

CARL BELT INC.
11521 MILNOR AVE
CUMBERLAND, MD 21502-5131

S
H
I
P

T
O

Carl Belt Incorporated
1 Baltimore Street
Cumberland, MD 21502

Cust. No.	Invoice Date	Invoice No.
00003174	09-05-2025	401445363

Page 1 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
Sink Hole Mechanic & Balt St	Dave Snyder	08-18-2025	202026372	Thomas A. Vance	Thomas A. Vance	Net 30
QTY	ITEM	DESCRIPTION	REF	D/W/M	RATE	AMOUNT
Rental 08/18/2025 Thru 08/26/2025 *Return*						
9	HSDS060050QDDR	6" x 50' HD Layflat Hose W/QD	2 1	D W		
3	HSWS060010QDSR	6" x 10' Black Water Suction Hose W/QD	2 1	D W		
2	BN06090QDG000R	6" 90 Degree QD Bend	2 1	D W		
1	HSDS060050QDDR	6" x 50' HD Layflat Hose W/QD	2 1	D W		
1 1	BAUERQDADAPTERR	6" Flange x 6" Male QD Fitting (on pump discharge)	2 1	D W		
1 1	BAUERQDADAPTERR	6" Flange x 6" Female QD Fitting (install on pump suction)	2 1	D W		
1 1	SCMS060NA000R	6" Suction Screen	2 1	D W		

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

INVOICE



**QUARRY RIDGE CORPORATION
T/A QUARRY RIDGE ASPHALT
R O. BOX 696
CUMBERLAND, MD 21501-0696
Phone: (304) 726-7261
cindy@quarryridgecorp.com**

TO: Carl Belt, Inc.
P.O. Box 1210
Cumberland, MD 21501-1210

DATE: 8/26/2025
INVOICE NO: 41911

TERMS - NET 15 DAYS.

INTEREST AT THE RATE OF 1½% PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

Ref: Job # 2045 - Cumb Mechanic St Sewer Repair

To invoice for delivery of material by independents

SUB CONTRACTORS

	Invoice	Hrs.	Rate	Amount
T Emerick Truck & Supply Co LLC	11746	8.5	116.00	986.00

TOTAL AMOUNT DUE THIS INVOICE:

\$986.00

APPROVALS/REVISIONS

Clerical Accuracy Check ✓
Compared to PO
Project Manager Approval

VENDOR COA

GI/# 4030

RECEIVED

AUG 29 2025

JOB 2045
DUE DATE

CUST
CODE dr
DISC

File Attachments for Item:

. Order 27,863 - accepting the proposal from Belt Paving, Inc. to provide mill, patch and paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$199,251.65, which is in accordance with Section 2-171(c) of the City Code, utilizing the Maryland State Highway Administration's (SHA) existing contract with Belt Paving

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

ORDER NO. 27,863

DATE: October 7, 2025

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

THAT, the proposal from Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to provide mill, patch and paving work on Oldtown Road and Wempe Drive be and is hereby accepted in the amount not to exceed One Hundred Ninety Nine Thousand Two Hundred Fifty One Dollars and Sixty Five Cents (\$199,251.65); and

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

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Council Agenda Summary

Meeting Date: 10/7/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Oldtown Road & Wempe Drive Paving

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on Oldtown Road and Wempe Drive be and is hereby approved in the estimated unit price amount of \$199,251.65; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

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

Amount of Award: \$199,251.65

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

INVOICE



**P.O. BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921**

TO: City of Cumberland
20 Bedford Street
Cumberland, MD 21502
ATTN: Robert Smith; City Engineer

DATE: September 22, 2025
INVOICE NO: 6167

TERMS — NET 15 DAYS

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE: City of Cumberland; Oldtown Rd & Wempe Dr Mill & Overlay
Belt Paving, Inc. Job #5108
City of Cumberland P.O. #2026-519

To invoice for items completed on the above referenced project thru 09/17/25.

<u>Item No.</u>	<u>Description</u>	<u>Bid</u> <u>Quantity</u>		<u>Quantity</u> <u>Placed</u>	<u>Unit Price</u>	<u>Amount Due</u> <u>this Invoice</u>
1004	MOT	5	UD	5	\$ 1,500.00	\$ 7,500.00
1007	Temporary Traffic Signs	96	SF	96	\$ 25.00	2,400.00
1008	Flagger	200	HR	115	\$ 105.00	12,075.00
1012	Mob & Demob	1	LS	1	\$ 3,200.00	3,200.00
5002	12.5mm for Surface	1,225	TN	1177.07	\$ 112.80	132,773.50
5008	Fine Milling	11,005	SY	11004.72	\$ 3.65	40,167.23
5011	5" Yellow Pavement Marking Paint Lines	1,060	LF	1253	\$ 0.31	388.43
5012	24" White Preformed Thermo Pvmnt Marking	213	LF	0	\$ 23.00	-
5014	12" White Thermo (Stop Bars & Crosswalks)	65	LF	65.0	\$ 11.50	747.50

TOTAL AMOUNT DUE THIS INVOICE..... \$ 199,251.65

File Attachments for Item:

. Order 27,864 - declaring real property known as Walnut Island to be surplus property to be offered for sale

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

ORDER NO. 27,864

DATE: October 7, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1. Walnut Island Tax ID No. 04-012968

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,865 - executing a donation agreement between the Mayor and City Council of Cumberland and Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall, for the donation of the parcel of real property at 124-126 Arch Street and the improvements thereon, if any, to the City, and accepting the deed effecting the transfer of said property

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

ORDER NO. 27,865

DATE: October 7, 2025

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

THAT the Mayor be and is hereby authorized to accept the donation from Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall, of the parcel of real property and the improvements thereon, if any, to the City:

- (i) 124-126 Arch Street, Cumberland, MD 21502
Tax ID No. 04-031350
Land Records Book 555, Folio 893

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to grant extensions of time for the date of settlement and execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Raymond M. Morriss, Mayor

THIS DEED, made this ____ day of _____, 2025, by and between **Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall**, (the “Grantor”) and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described property, to wit:

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

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

IT BEING the same property described in the deed from Richard Shaw, attorney-in-fact for John D. Bennett to Sharon L. Brimhall and Fannie P. Mayo, by deed dated April 9, 1986, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 555, folio 893. Fannie P. Mayo died September 3, 2015, thereby vesting title in the name of Sharon L. Brimhall by operation of law. Sharon L. Brimhall died November 1, 2018. The Grantor was appointed personal representative of the Estate of Sharon L. Brimhall (Estate No. 40126 in the Orphans’ Court for Allegany County, Maryland) and was duly empowered to dispose of the hereinbefore-described property.

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

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

Michael Scott Cohen

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Loretta Parker, Personal Representative of the Estate of Sharon L. Brimhall** (the "Owner") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Sharon L. Brimhall and Fannie P. Mayo are the record title holders of the real property together with the improvements thereon, if any, located at 124-126 Arch Street, Cumberland, MD 21502 and described in the deed recorded in Land Records of Allegany County, Maryland in Deed Liber 555, folio 893, the said real property and improvements thereon hereinafter being referred to as the "Property".

WHEREAS, Fannie P. Mayo died September 3, 2015, thereby vesting title to the Property in the name of Sharon L. Brimhall by operation of law.

WHEREAS, Sharon L. Brimhall died intestate on November 1, 2018. The Owner was appointed personal representative of the Estate of Sharon L. Brimhall (Allegany County, Maryland Estate No. 40126), and was duly empowered to dispose of the Property.

WHEREAS, the Owner has offered to donate the Property to the City, and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Donation.** Subject to the terms and conditions of this Agreement, the Owner agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept

that donation. The closing for the donation shall be held (or the deed shall be delivered) no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administrator are empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. The Owner shall convey the Property to the City by means of a deed to be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed(s) for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon the Owner delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. All personal property, junk and debris shall be removed from the Property prior to closing. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within 48 hours before settlement.

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, the Owner agrees to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Property subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Property to the City and shall survive closing.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to any or all of the Property by accepting a deed or deeds for that Property. Any waiver of contingencies shall not affect the waiver of the covenants contained in the second paragraph Section 4.2 above.

5. **Appraisal.** The Owner has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed(s) for the Property and the City's acceptance of the same, the Owner shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction,

including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed(s) and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, the Owner shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to the Owner with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of the Owner until legal title has passed to the City.

7. **Possession.** The Owner agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1) as well as the court fee for the recordation of the deed for the Property.

11. **Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.**

11.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Property. It will secure a waiver of the County real estate taxes due on the Property or it will pay them.

11.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on the Property which is conveyed to it. The Owner shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

11.3. Municipal Infractions. All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Property shall be withdrawn as to the Property which is conveyed to it. If there are any pending court cases for those municipal infractions, they shall be dismissed. If any judgments have been entered for those municipal infractions, they shall be noted as having been satisfied.

12. Breach of Agreement and Default. The City and the Owner are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Owner may pursue any legal or equitable rights which may be available to her. If the Owner fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. Assignability. This Agreement may not be assigned except by written agreement of the parties.

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

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To the Owner:

Loretta Parker
341 Fox Street
P.O. Box 80
Defiance, PA 16633

To the City:

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

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. Waiver of Jury Trial. THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. 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.

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

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

23. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically (but not facsimile) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

24. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

_____(SEAL)
Loretta Parker, Personal Representative of
the Estate of Sharon L. Brimhall

Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Allison Layton ,
City Clerk

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

Date

File Attachments for Item:

. Order 27,866 - adopting the Brand Guide, effective this date

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

ORDER NO. 27,866

DATE: October 7, 2025

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

THAT, the attached Brand Guide be and is hereby adopted and effective this date.

Raymond M. Morriss, Mayor

***Attachment**



CITY OF CUMBERLAND *Maryland*

BRAND GUIDELINES



BRAND GUIDE

OUTLINE



Brand Identity.....1

Brand Mission.....2

Brand Positioning.....3

Brand Voice and Tone.....4

Logo Guidelines.....5

Color Palette.....6

Imagery and Iconography.....7

Typhography.....8



BRAND IDENTITY

The City of Cumberland, Maryland is a local government entity committed to serving its citizens as effectively as possible. The City of Cumberland aims to embody a positive and helpful attitude while serving the City.

BRAND MISSION

The City of Cumberland is a vibrant and friendly community devoted to the well-being of our residents, businesses and visitors. We are committed to blending our small-town charm and the region's natural beauty with opportunities for modernization while still preserving our City's rich history. We are committed to making Cumberland a safe and welcoming place to visit, work, live and raise a family, and we strive to provide excellent public safety, high quality utilities and fiscally responsible transparent governance to meet the needs of all citizens in an effort to create a sustainable community.

BRAND POSITIONING

- Unique Selling Proposition (USP): the City of Cumberland “sells” the brand, public communications, and news of all City departments
- The City of Cumberland’s brand should focus on informing and sharing news, both positive and negative, with the target audience that positions the brand in a trustworthy, engaging, and positive way

BRAND VOICE AND TONE

- The City of Cumberland should aim to keep an upbeat and conversational tone, while providing essential information to citizens.
- We should respect our audience and communicate in a way that values them (no jargon or complicated explanations).
- Explanations of decisions should be used to help communicate difficult news and help highlight the positives of the information/decision.
- Content should aim to highlight current trends in society to connect with different demographics while keeping a timeless position.

LOGO GUIDELINES

- The City of Cumberland city seal/logo shall be visible and legible on all outreaching media.
- Minimum digital size for our logomark is 1 " x 1 " and the word mark is 3 " x 1.5 ".
- The logo shall not be stretched or condensed.
- The City of Cumberland logo shall be used in its full color version or grayscale colorway.



COLOR PALETTE



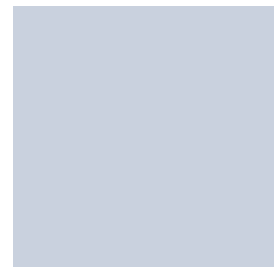
Dark Blue
#191b3a



Yellow
#f3cb23



Green
#298e5d



Light Blue
#c9d1de



Red
#b71b20



- The Dark Blue and Green shall be the main colors used when using the City of Cumberland branding
- Yellow and Light Blue will be used as the secondary colors
- Red will be used as an accent if needed

IMAGERY AND ICONOGRAPHY



Online
Payments



Public
Maintenance



Trash &
Recycling



Public
Meetings



Parks &
Rec



Minutes &
Agends



Public
Safety



Housing

TYPHOGRAPHY

Body and Titles

Cooper Hewitt ABC123abc

Cooper Hewitt Bolded ABC123abc

Subtitles

Red Hat Display (italicized)

ABC123abc

File Attachments for Item:

. Order 27,867 - declaring real property known as 840 Gephart Drive and 414 Grand Avenue to be surplus property to be offered for sale

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

ORDER NO. 27,867

DATE: October 7, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

- | | |
|----------------------|----------------------|
| 1. 840 Gephart Drive | Tax ID No. 06-015328 |
| 2. 414 Grand Avenue | Tax ID No. 04-008065 |

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

Raymond M. Morriss, Mayor