



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 Street, Cumberland, MD 21502

DATE: July 15, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of the Allegany High School baseball team for their Class 1A State Championship victory
- [2.](#) Presentation of a Life Saving Award to five Cumberland Fire Department firefighters, Lt. Timothy Malone, EO John Monahan, FF Jeffrey Teter, FF Brayden Pennington and FF Isaiah Carrington in recognition of their training and dedication that saved a man's life

Director's Reports

(A) Administrative Services

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

(B) Public Works

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

(C) Fire

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

(D) Police

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

(E) Utilities - Flood, Water, Sewer

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

Approval of Minutes

- [1.](#) Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes for July 1, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4018 (*2nd and 3rd readings*) - authorizing the transfer of 212 Baltimore Avenue to Michael Mudge for the purchase price of \$10,000

New Business

(A) Ordinances

- [1.](#) Ordinance 4019 (*1st reading*) - to repeal and reenact Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90 inclusive) pertaining to parades and special events
- [2.](#) Ordinance 4020 (*1st reading*) - authorizing the transfer of 491-493 Baltimore Avenue to American Rentals LLC, an adjacent property owner, in exchange for the demolition cost of \$6,500 to be paid by purchaser

(B) Orders (Consent Agenda)

- [1.](#) Order 27,764 - authorizing the Acting Chief of Police to accept the FY26 Warrant Apprehension & Absconding Grant in the amount of \$21,926 which will be utilized to assist with reducing the number of open warrants, especially warrants for violent crimes
- [2.](#) Order 27,765 - authorizing the Acting Chief of Police to accept the FY26 Sex Offender Compliance grant in the amount of \$19,856 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
- [3.](#) Order 27,766 - accepting the proposal from Diehl's Ford Sales Inc. for the purchase of two new Ford F150's to be used in daily operations by the Street and Sewer departments in the amount not to exceed \$87,857.12
- [4.](#) Order 27,767 - authorizing the Acting Chief of Police to accept an FY26 MCIN grant entitled "Allegany County MCIN Coalition Program" in the amount of \$334,230 for the period 7/1/25 – 6/30/26 for personnel and overtime costs associated with the Cumberland Police Department's focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking

- [5.](#) Order 27,768 - authorizing the distribution of the MD Department of Housing and Community Development (DHCD) Project Restore 2.0 grant in the amount of \$50,000 each to the sub-grant applicants to revitalize downtown buildings owned by the sub-applicants: Sprinkles Candy Bar, 7 North Liberty Street and Loney's Flower Bar, 11 North Liberty Street
- [6.](#) Order 27,769 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY26 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$482,208
- [7.](#) Order 27,770 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Matthew DiGirolamo, Kendra Cooper, Alec Gibson, Enrique Vigil and Peter Mezensky in an amount not to exceed \$20,000 per individual (City match \$10,000, Grant \$10,000) with the cumulative programmatic City amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development
- [8.](#) Order 27,771 - declaring real property at 203 Baltimore Street to be surplus property to be offered for sale
- [9.](#) Order 27,772 - awarding a one year extension of the Grass Mowing Non-Residential Contract (City Project 2022-15-M) to Service Pro, LLC in the not to exceed amount of \$65,757 for the term of July 1, 2025 through June 30, 2026
- [10.](#) Order 27,773 - awarding a one year extension of the Grass Mowing Residential Contract (City Project 2022-14-M) to Service Pro, LLC in the not to exceed amount of \$47,181.75 for the term of July 1, 2025 through June 30, 2026
- [11.](#) Order 27,774 - accepting the proposal from Roadsafe Traffic Systems, Inc. to provide and install Preformed Thermoplastic pavement markings in the amount not to exceed \$13,967, and rejecting all other bids
- [12.](#) Order 27,775 - authorizing the Mayor to execute a three year collective bargaining agreement with the American Federation of State County and Municipal Employees (AFSCME) Council 3, Local 553 from July 1, 2025 through June 30, 2028
- [13.](#) Order 27,776 - authorizing the Mayor to sign the necessary documents to opt in to the Direct Settlement with Purdue Pharma regarding the City's opioid-related claims against it
- [14.](#) Order 27,777 - authorizing the execution of an agreement with the Potomac Edison Company for the installation of an All-Dielectric Self-Supporting fiber cable crossing the North Branch Potomac River from Cumberland, MD to Ridgeley, WV
- [15.](#) Order 27,778 - adopting the new City Seal, effective this date
- [16.](#) Order 27,779 - authorizing the execution of a retirement agreement with John Charles Ternent
- [17.](#) Order 27,780 - authorizing the execution of a contract of sale by and between the Mayor and City Council of Cumberland and William A. Lynch and Barbara R. Lynch

authorizing the purchase of the property at 429 Central Avenue in Cumberland, MD (Tax ID 22-009516) as part of the Central Avenue Initiative for the price of \$31,000

- [18.](#) Order 27,781 - authorizing the execution of a Second Amendment to a Lease Agreement with New Cingular Wireless PCS, LLC, for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter
- [19.](#) Order 27,782 - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$51,766.20
- [20.](#) Order 27,783 - accepting the proposal from Mosca Design, for a 20 foot Carolina Tower Artificial Christmas Tree, and a 3 foot tree topper, in the amount not to exceed \$20,295.70, with said purchase price being covered by a private benefactor to be released at a later date
- [21.](#) Order 27,784 - adopting the “Sexual Harassment Policy” effective this date
- [22.](#) Order 27,785 - approving a change to the proposal from Upright Fence for the purchase and installation of additional chain link fencing at Gene Mason Sports Complex in an increased amount not to exceed \$10,304, bringing the new not to exceed to \$41,635
- [23.](#) Order 27,786 - authorizing the Acting Chief of Police to accept the sole source proposal from East Coast Emergency Lighting LLC for the purchase of a K9 Demo Vehicle and upfit to include a K9 transport system at a total cost not to exceed \$56,923.65

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

2. Presentation of a Life Saving Award to five Cumberland Fire Department firefighters, Lt. Timothy Malone, EO John Monahan, FF Jeffrey Teter, FF Brayden Pennington and FF Isaiah Carrington in recognition of their training and dedication that saved a man's life



CITY OF CUMBERLAND MARYLAND

FIRE DEPARTMENT

July 8, 2025

AGENDA: Life Saving Award Ceremony

Lt Timothy Malone EO John Monahan, FF Jeffrey Teter, FF Brayden Pennington and FF Isaiah Carrington performed CPR on a man last year, who had gone into cardiac arrest. They got a pulse back at the scene.

The Cumberland Fire Department would like to recognize them by giving them a Life Saving Award. Because of their training and dedication to the job, they saved that man's life.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.

EUGENE T. FRAZIER

JAMES L. FURSTENBERG, III

BRIAN R. LEPLY

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

FIRE CHIEF

W. SHANNON ADAMS



File Attachments for Item:

. Administrative Services Monthly Report for June 2025

Administrative Services Monthly Report for June, 2025

2025

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

June 2025

Johnna Byers, Director

Statistics

156 new help desk requests
112 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Coordinate Parking System replacement project
- Assist with police mobile data terminal issues
- Assist with body camera issues
- Coordinate Multifunction Copier installation
- Assist with issues during utility bill printing
- Assist Finance with real estate tax billing process

Parks and Recreation

June 2025

Ryan Mackey, Director

- Meetings attended:
 - 6/2 - Gene Mason Reopening Discussion with Streets Department and Administration
 - 6/3 – Special Events Meeting
 - 6/3 – CivicPlus virtual meeting
 - 6/17 – Special Events Meeting
- Events:
 - 6/23 – Day camp Started
 - Each Sunday - Concerts in the Park
 - Each Tuesday starting 6/17 – Water Aerobics at the pool
 - Deal days to attract pool customers – 6/24, swim a lap day, 6/20, Summer solstice, 6/15, Father's Day – All dads swim free
- Upcoming:
 - 7/4 – Fireworks
 - Each Sunday – Concerts in the park
 - Continued deal days at the pool
- Gene Mason Sports Complex
 - Damages at the Complex were great. An insurance adjuster came; we received quotes on repairs to Fencing and the Musco control panel box and presented them to Council (7/1 meeting). We will start large scale repairs in July. Streets Department has cut all of the grass and has gathered materials to fill in rutted areas.

□

□

Community Development Report

June 2025

CODE COMPLIANCE

Kevin Thacker, Code Compliance Manager

Noted Activity:

257 Columbia St., \$25,000 grant project complete - \$123,371.11 valuation

218 Williams St/Chipotle building permit issued – \$676,035.00 valuation

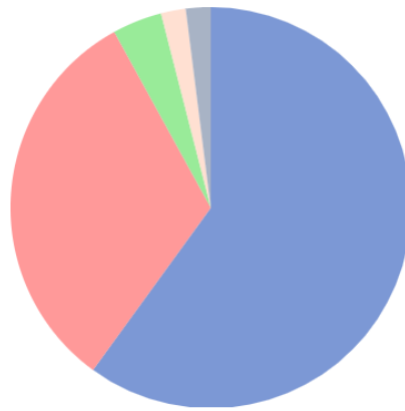
320 S. Mechanic St./Jersey Mike's building permit issued – \$250,000.00 valuation

Code Enforcement Activity:

85 new cases received – 31 of those are still open

50 violations were found

54 cases have been resolved



Violations by Violation Type			
	Cutting of weeds	30	60.0%
	Dwellings, yards and lots to be kept clean	16	32.0%
	Duties of owner and operator	2	4.0%
	Municipal Infraction; penalty; removal of nuisances	1	2.0%
	(10) Truck and vehicle parking requirements	1	2.0%

Permits/Reviews & Rental Licenses:

00 Total Permits/Reviews were issued

00 Rental Inspections were completed

Building

Residential.....1

Commercial.....4

Miscellaneous

Residential.....14

Commercial.....9

Occupancy

Residential 0

Commercial 9

Signage

Residential 0

Commercial 0

Electrical

Residential.....6

Commercial.....4

Plumbing

Residential.....1

Commercial.....3

Utility

Residential 1

Commercial 0

Demolition

Residential 0

Commercial 0

Public ROW

Issued7

Rental Licenses

Issued6

Rental Inspections

Passed 31

Failed 7

Plans, Reviews, Amendments and Appeals

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

(Type) Issued0

Certificates of Appropriateness

Issued..... 1

Request for Change/Amendment

Issued..... 0

Revenue from 'Issued' Permits/Reviews:

Building Permits\$6,326.00

Miscellaneous Permits216.00

Occupancy Permits276.00

Sign Permits.....0.00

Utility Permits.....3,370.00

Plan reviews, Amendments & appeals.....0.00

Zoning Classification Détermination (info request)0.00

Municipal Infractions (citations).....0.00

Certificates of Appropriateness (COA-ROA).....30.00

Rental Licenses (new & renewal)150.00

Paid Rental Inspection Requests.....0.00

TOTAL\$10,368.00

Demolition Bonds Collected.....\$0.00

COMMUNITY DEVELOPMENT PROGRAMS:
Lee Borrer, Senior Community Development Specialist

Community Development Block Grant Program	May 2025 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,965.71	\$34.29
2022 Const Pk (amended)	2022			
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$30,708.00	\$112.00
2022 Grant Totals	2022	\$40,820.00	\$40,673.71	\$146.29
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$19,875.00	\$125.00
Admin	2023	\$117,000.00	\$91,411.18	\$25,588.82
Ind Cost	2023	\$12,000.00	\$8,461.00	\$3,539.00
FH	2023	\$11,000.00	\$8,979.54	\$2,020.46
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$119,796.00	\$5,139.00
2023 Const Pk (amended)				
FAI ALU Roof	2023	\$18,026.00	\$18,000.00	\$26.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
Assoc Char Short Term	2023	\$11,435.00	\$5,642.00	\$5,793.00
2023 Grant Totals		\$392,396.00		\$120,231.28
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$0.00	\$330,000.00
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Admin	2024	\$113,818.00	\$58,567.13	\$55,250.87
IC	2024	\$15,182.00	\$5,580.00	\$9,602.00

FH	2024	\$11,000.00	\$4,834.23	\$6,165.77
ACDSS Emerg Rental Assistance	2024	\$10,000.00	\$1,000.00	\$9,000.00
ACDSS Emerg Sewer/Trash Assistance	2024	\$10,000.00	\$990.26	\$9,009.74
SOAR Program	2024	\$26,500.00	\$13,510.92	\$12,989.08
PHA JFV Tot Playground Installation	2024	\$40,000.00	\$0.00	\$40,000.00
FCRC Dom Viol Intervention	2024	\$24,500.00	\$24,500.00	\$0.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$623.21	\$4,336.79
YMCA Food Program	2024	\$8,000.00	\$5,008.14	\$2,991.86
Parks and Recreation Improvements	2024	\$159,535.00	\$0.00	\$159,535.00
2024 Grant Totals		\$777,495.00	\$114,613.89	\$662,881.11
			Total All Yrs	\$783,258.68

\$34.29	2022
\$55.04	2022 PI
\$60,000.00	2023
\$4,336.79	2024
\$5,046.45	2020 cv

Regular CDBG: The 2025-2029 CDBG Consolidated Plan was adopted by the Mayor and City Council on June 17, 2025 and was then sent to the US Dept of Housing and Urban Development as scheduled on June 20, 2025. The Substantial Amendment #14112025 which re-allocated funds from 2022, 2023 and 2024 to the 2024 Constitution Park Improvements (Trail signs/ADA Parking Lot) was approved effective June 3, 2025 and was sent to the U.S. Department of Housing and Urban Development on June 26, 2025 after all revisions were made in the IDIS system.

Environmental Review Records for the 2025 CDBG awards are underway in June as well as efforts to finalize activity reports and financial information to begin the 2024 Consolidated Performance Evaluation Report when all June and June supplemental draws have been completed. Two environmental reviews for 2024 projects were completed; funds have been released for one and are expected to be released on July 7, 2025 for construction to begin after the contract has been signed.

CDBG-CV-A small amount of funds remains from the AYEPS Youth Center Rehab project and have been expended in June. They will be drawn from IDIS in July 2025.

Historic Planning/Preservation

June 2025

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Historic Preservation Commission Meeting (HPC)

- June HPC Meeting was cancelled.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended

- Maryland Preservation Awards Ceremony
- Met with reporter from AAA Magazine
- GPR Survey conducted by Tim Horsley at Emmanuel Episcopal Church
- UMD School of Architecture, Planning & Preservation Technical Assistance Committee Mtg.
- Maryland Municipal League Summer Conference

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

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

Human Resources

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

- Time & Attendance System
 - * Helped answer questions and fix minor issues with new system
 - * Relayed complex issues from Pay Clerks to Support Staff
 - * Set up new network to allow pay clerks to directly report issues to T&A Support
- Employee Benefit Investigations
- Employee Retirement System Investigation
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll

- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & In-House
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Public Works, Police & Recreation)
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Liviniti Claims Review Meeting
- Insurance Invoicing
- Administered Police Testing on 6/2 & 6/25
- Interviewing, Hiring & Onboarding of Seasonal Employees
- Reviewing, Editing and Drafting City Policies
- Health Insurance Benefit Meeting
- City-Wide Open Enrollment for Medical Insurance & American Fidelity
- Milestone Awards
- Health Assessments & Related Prizes
- AFSCME Reporting
- UFCW Reporting
- Risk Management Committee Meeting
- Started Work on New Fiscal Year Accrual Balances
- Scheduled Employee Physicals
- Retirement Coordinator Meeting
- Updated Job Descriptions
- Updated Pay Ordinances
- Gathered information & documents related to employment issues & uploaded documents to proper authorities

	30-Jun
Open positions	7
New Hires	14
Retirements	0
Resignations	1
Terminations	0
FMLA	4
Workers Comp	3
Elected Officials	5
FT Employees	256
PT Employees	51
Contractual Employees	5

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

Cash Flow:

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

On June 1, 2025, the City had a cash balance of \$9.1 million (\$7.8 million invested in a value money market program and \$1.3 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$6.5 million resulting in a cash balance of \$15.6 million at June 30, 2025 (\$8.8 million

invested in a value money market program and \$6.8 million participating in a sweep program at First United Bank).

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

Taxes receivable (General Fund)						\$ 1,743,802
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2025	\$ 1,639,443	\$ 375	\$ (502,030)	98,717	\$ -	\$ 1,039,071
FY 2024	432,001	-	-	8,055	-	423,946
FY 2023	117,614	-	-	6,620	-	110,994
FY 2022	48,229	-	-	1,498	-	46,731
FY 2021	32,241	-	-	1,798	-	30,443
FY 2020	41,678	-	-	2,101	-	39,577
FY 2019	9,597	-	-	-	-	9,597
FY 2018	9,628	-	-	-	-	9,628
FY 2017	7,905	-	-	-	-	7,905
FY 2016	7,220	-	-	-	-	7,220
FY 2015	6,184	-	-	-	-	6,184
FY 2014	4,518	-	-	-	-	4,518
FY 2013	1,996	-	-	-	-	1,996
Prior FY's	5,992	-	-	-	-	5,992
	<u>\$ 2,364,246</u>	<u>\$ 375</u>	<u>\$ (502,030)</u>	<u>\$ 118,789</u>	<u>\$ -</u>	<u>\$ 1,743,802</u>

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

Real property (non-owner occupied)	\$ 667,301
Personal Property	52,881
Real Property (semiannual payments)	318,335
Real Property (Half Year)	554
	<u>\$1,039,071</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash is comprised primarily of American Rescue Plan Act (ARPA) funds received in advance and CSX funding restricted for capital projects.

Cash and Investment Summary

June 30, 2025

	Cash	Investments
Beginning Balance	\$ 9,059,959	\$ 17,778,326
Add:		
Cash Receipts	24,240,487	58,115
Investment Transfer	-	-
Less:		
Disbursements	17,730,283	-
Investment Transfer	-	6,000,000
Ending Balance	\$ 15,570,163	\$ 11,836,441
Restricted	\$ 1,941,087	\$ -

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

Restricted Cash				
	6/1/2025	Increase	Utilization	6/30/2025
Police Seizures	\$ 79,537	\$ 18	\$ 8,222	\$ 71,333
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	75,725	265	-	75,990
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	123,315	8,729	-	132,044
DDC	14	-	-	14
ARPA	752,077	-	752,077	-
Capital Projects	1,499,134	5,247	110,118	1,394,263
Demolition & Fiscal Agent Bonds	110,950	2,213	-	113,163
	\$ 2,795,032	\$ 16,472	\$ 870,417	\$ 1,941,087

Increases to Capital Projects and Bowers Trust are interest earnings.

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

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

National Opioid Settlement is for opioid intervention in Cumberland. Increases are additional distribution payments received.

Capital Projects and Associated Debt:

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

Available Bond Proceeds					
	6/1/2025	Increase	Utilization	6/30/2025	
CDA 2021	961,066	-	323,204	637,862	
CDA 2023	830,094	-	47,549	782,545	
CDA 2024	1,033,913	-	275,786	758,128	
CDA 2025	4,863,355	-	1,095,902	3,887,453	
	\$ 7,688,428	\$ -	\$ 1,742,441	\$ 6,065,988	

CSO Projects					
	6/1/2025	Increase	Utilization	6/30/2025	
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851	
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560	
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900	
78" Pipeline Debt	19,941,232	-	-	19,941,232	
78" Pipeline Grant	46,338,060	-	-	46,338,060	
	\$ 77,546,603	\$ -	\$ -	\$ 77,546,603	

CDA 2021 \$323K utilization consists of \$12K toward a garage lift, \$7K toward Constitution Park playground equipment, \$97K toward Baltimore Street redevelopment and \$207K toward Marion Street Bridge improvements. CDA 2023 \$48K utilization is for a portion of a garage lift. CDA 2024 utilization of \$276K consists of \$107K for sewer lining, \$25K toward a paving machine and \$144K for street paving. CDA 2025 utilization of \$1.1 million consists of \$289K for police vehicles, \$29K for a recreation director vehicle, \$40K for a 45' lift, \$375K toward roller and paving machines, \$46K for a skid steer, 15K for garage doors, \$36K toward SCADA, \$27K for a Parks Department storage building, \$224K for cross connections/hydrants, \$5K toward Braddock Road watermain replacement and \$10K toward ammonia gas modifications.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$378K), 5-ton dump truck (\$70K), Marion Street bridge (\$93K) and intersection light improvements (\$97K). Remaining CDA 2023 funds consist primarily of a 5-ton dump truck (\$64K), water filtration building design (\$466K), tool body truck (\$110K), WWTP main pump replacements (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$116K), sewer lining (\$203K), main pump replacements (\$79K), and WWTP roof replacements (\$139K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$160K), WWTP roof replacements (\$200K), watermain replacements (\$240K), hydrants and cross connections (\$296K), paving and concrete repair (\$1.1M), storage building (\$150K), garage entry software and equipment (\$120K), fire truck (\$898K), SCADA improvements (\$104K), and patrol vehicles (\$36K).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). These funds were used to:

- Support public health
- Address negative economic impacts caused by the public health emergency
- Replace lost revenue
- Provide premium pay for essential workers
- Invest in water infrastructure

As of June 30, 2025, the City utilized \$19.6 million of the \$19.6 million ARPA award. All awarded funds are fully expended. Remaining park improvement projects are funded with assigned funds beginning July 1, 2025.

Purpose	Awarded	Allocation					
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining ARPA Budget	Interest Earned Transferred to Unrestricted for Assigned Fund Use
American Rescue Plan Act (ARPA)	\$ 19,595,850						
Premium Pay		\$ 833,952			\$ 833,952		
Revenue Loss		\$ 10,000,000			\$ 10,000,000		
Respond to the health emergency PPE							
General		\$ 29,269			\$ 29,269		
Facilities and Equipment		\$ 22,216			\$ 22,216		
Prisoner Processing Improvements		\$ 62,099			\$ 62,099		
HVAC Improvement at City Hall		\$1,707,301.81	\$ 47,640.00	\$ 47,640	\$ 1,707,302		
Community Programs							
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350		
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250		
Union Rescue Mission		\$ 749,000			\$ 749,000		
YMCA Bus Replacement		\$ 216,000			\$ 216,000		
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844		
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -		
Promoting the Community		\$ 32,386			\$ 32,386		
Janes Place for Abused Children		\$ 40,777			\$ 40,777		
DDC Assistance to Small Businesses		\$ 137,667	\$ 45,833	\$ 45,833	\$ 137,667		
Demolition Assistance		\$ 20,000			\$ 20,000		
Community Development Property Improvement		\$ 210,883	\$ 80,480	\$ 80,480	\$ 210,883		
Affordable Housing Assistance		\$ 342,331	\$ 21,782	\$ 21,782	\$ 342,331		
Constitution Park Trail			\$ 86,761	\$ 86,761			
Skate Park - Mason Rec Complex			\$ 325,000	\$ 93,842			\$ 231,158
Park General Infrastructure			\$ 65,895	\$ -			\$ 65,895
Infrastructure Investments							
Water							
South End & Industrial Blvd Water Mains		\$4,824,485.72	\$ 151,985.56	\$ 151,986	\$ 4,824,486		
Replace 4" Water Lines with 6" (City-Wide)		\$ 105,037	\$ 58,258	\$ 58,258	\$ 105,037		
Total:	\$ 19,595,850	\$ 19,595,850	\$ 1,040,788	\$ 743,733.82	\$ 19,595,850	\$ -	\$ 297,053.69

American Rescue Plan Act (ARPA) Funding

Purpose	Amount	FY21 Utilization	FY22 Utilization	FY23 Utilization	FY24 Utilization	FY25 Utilization
Total Utilization						
Respond to the health emergency						
Community Programs	2,011,490		\$ 53,702	\$ 1,453,747	\$ 370,175	\$ 133,865
PPE						
General	29,269		\$ 21,983	\$ 7,286	\$ -	\$ -
Facilities and Equipment	1,791,616		\$ 20,000	\$ 27,166	\$ 1,379,482	\$ 364,968
Premium Pay	833,952		\$ 833,952	\$ -	\$ -	\$ -
Revenue Loss	10,000,000	\$ 1,224,870	\$ 2,925,043	\$ 2,925,043	\$ 2,925,043	\$ -
Infrastructure Investments						
Water	4,929,522			\$ 159,298	\$ 2,021,376	\$ 2,748,848
Total:	\$ 19,595,850	\$ 1,224,870	\$ 3,854,681	\$ 4,572,541	\$ 6,696,077	\$ 3,247,681

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for June 2025

MAINTENANCE DIVISION REPORT

JUNE 2025

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 35 Service Requests Completed
 - 44 Streets and 6 Alleys Repaired
- Street Maintenance and Utility Work
 - 89 Tons HMA
- Paving Operations
 - Spring Paving Locations
 - 2nd St from South to Memorial (Completed)
 - Memorial from Quebec to Elwood (Completed)
 - Elwood from Wempe to Homestead (Completed)
 - Chelsea from Avondale to Haddon (Completed)
 - Rose From Winefred to Haddon (Completed)
 - Winefred from White to Williams (Completed)
 - Length of Rayne Dr (Scheduled)
- Tree Removal and Pruning (Arborist)
 - 8 hazard trees were removed
 - 29 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 25 tree complaints and tree issues
- Street Cleaning Operations
 - Sweeper is being Operated on an on-call basis due to staffing numbers
- Sign Work
 - 18 Traffic Control Sign Repaired / Installed
 - 3 Street Name Signs Repaired / Installed
 - 5 Handicap Signs Repaired / Replaced
 - 5 Handicap Signs Removed / Installed
- Miscellaneous
 - Work Continues at Masons Complex to get repaired and Re-opened.
 - FY25 Paving was very successful
 - 13 Streets Milled and Overlayed
 - Approximately 3200 Tons of Asphalt Laid
 - General P&R Maintenance continues as scheduled

Fleet Maintenance Monthly Report

June 2025

Row Labels	Count of Maintenance Type
Central Services	1
Lights and Electrical	1
Community Development	1
Engine	1
Engineering	1
PM - Oil Change	1
Fire	6
Battery	1
Heating and Air Conditioning	1
PM - Oil Change	2
Snow Removal	1
Steering/Suspension	1
Fleet Maintenance	1
PM - Oil Change	1
Flood	1
Tires/Tire Repair	1
Parks and Rec	3
PM - Oil Change	1
Tires/Tire Repair	2
Police	12
Body Repair	1
Diagnostics	3
General Repair	1
No Start	1
Noise	1
PM - Oil Change	4
Transmission	1
Sewer	4
Diagnostics	1
General Repair	1
PM - Oil Change	1
Tires/Tire Repair	1
Street	16
Battery	2
Body Repair	2
Diagnostics	1
Fluid Leak	1

PM - Oil Change	4
PM - Seasonal Service	1
Tires/Tire Repair	4
Welding and Fabrication	1
Water Distribution	9
Brakes	1
No Start	3
PM - Oil Change	5
Grand Total	55

CENTRAL SERVICES MONTHLY REPORT JUNE 2025

- **City Hall:** Powered off the P-3 Pump in the basement of City Hall for the vendor to see what is wrong with the pump flow readings. Fixed a broken toilet handle in the City Clerk's office bathroom. Set up and cleaned up for an awards ceremony in the Rotunda. Put all the chairs away from yesterday's party at City Hall. Removed the water fountain on the second floor outside of the City Clerk's office. Boiler at City Hall was in lock-out again. Had to call Yoder's. Working on removing the water line and drain from the water fountain on the second floor at City Hall that was removed and fix the holes in the floor. Paint around window on the door at Tax and Utility office.
- **Municipal Service Center:** Fixed the fence in the back corner of the MSC parking area beside the Water Department. Was not attached to the end post for some reason.
- **Public Safety Building:** Checking on the power in PSB because IT had an issue with one of the UPS over the weekend during the storms. Power flickered UPS caught it. Replacing a faucet and supply lines on a bathroom sink off of the PSB lobby. Wash down the chiller on the PSB roof. Worked on the HVAC at PSB, the south east side was warmer than it should be. Worked on garage door #2 at PSB Fire Department - chain pulley wore out. Replaced and put back together. Hanging stuff on the supervisor's area wall for the Police Department at PSB. Installed a power strip for Sergeant Barry Fickes in room 221 at PSB. Replaced 3 rollers on the police garage doors and OHD will be here around noon to replace bottom roller. Replacing broken floor tile in the lobby. Fixed a light in the back hallway 3rd floor by Engineering.
- **Fire Stations #2:** Checked on the mini split A/Cs and garage door.
- **Downtown Area & Mall:** Replaced a bad heat detector on the second floor of CCPG in front of the elevator. Located all city underground conduits on George St. around Baltimore St. downtown for Water Department.
- **Parks:** Cumberland Glass Service started replacing all the locks at Mason Complex, Jaycee Field, Long Field and finished up at the Park. Fixing a broken life guard chair deck at the park pool and checking on the liner that was repaired. Troubleshooting why the baby pool pump VFD tripped. Finished rebuilding a life guard chair platform at the Park pool. Outlets not working at the main pool building and some lights in the back storage room. Fix or replace sink in boy's bathroom in main pool building that was broken off the wall by

someone. Removing the diving board at Park pool because of a crack that was spotted. Fixed the gate latch to the entrance of the baby pool. Working on the faucet in pavilion 1 & 2 bathroom, needs replaced. Worked on the water booster pump at the main pool building.

- **Traffic and Street Lights:** Reported 9 street lights for the power company to repair. Checking on all traffic lights in City because of the transformer fire on 220. Power flickered downtown. PMs on all 22 traffic cabinets and equipment. (clean and vacuum out the cabinets) Traffic light in flash at Centre St and Valley St.
- **Other areas:** Checking on the lights at the 3 Flood Control pump stations to see if any are not working. Locate and mark all underground electrical lines at Giarrita Park for the bushes be removed. Installing a new feed (electrical wire) to the 4 flood lights at the gate operators for Mill Race flood pump station, from the pump building across the tracks into the fenced area for the lights. Replacing 1 light tube in the ceiling of the Mill Race pump station. Changing the porthole lights at the Viaduct pump station to flood lights. Trying to locate 3 cctv cameras on the mall that are not sending a signal to the police station to try and reset them, per IT. Started installing the new lights to replace the porthole lights at Viaduct and Ridgeley pump stations.
- All fixed except the flood light at Mill Race overlooking the river, still figuring them out.
- Received 96 work orders in June
- Completed 92 work orders in June
- Monthly Safety Meeting – June 17, 2025
- PMs on all the pumps and motors at PSB, City Hall, and MSC

File Attachments for Item:

. Fire Department Monthly Report for June 2025

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

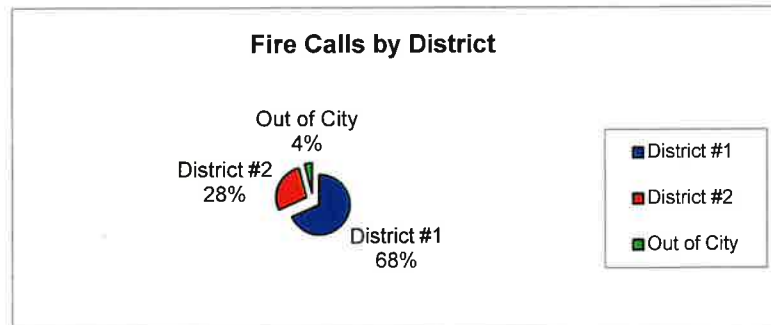
Cumberland Fire Department Responded to 176 Calls in June 2025

Responses by District:

District #1	120
District #2	49
Out of City	7
	<u>176</u>

Additional Alarms:0

Number of Alarms: 176



Calls Answered Below:

Property Use:

Public Assembly	3
Educational	1
Institutional	12
Residential	96
Stores and Offices	11
Storage	1
Manufacturing	0
Industrial/Utility	3
Special Properties	49
	<u>176</u>

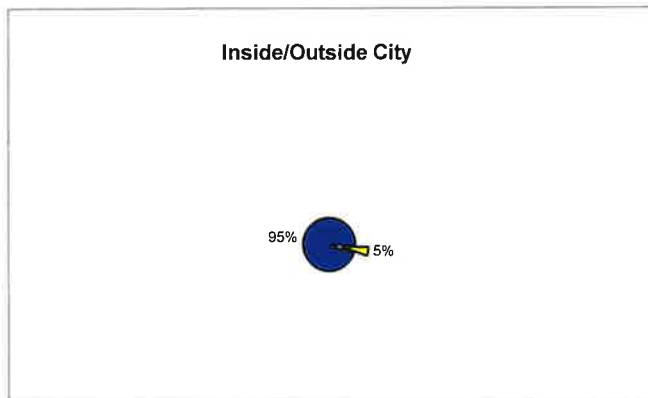
Type of Situation:

Fire or Explosion	5
Overpressure, Rupture	5
Rescue Calls	97
Hazardous Conditions	16
Service Calls	9
Severe Weather	1
Good Intent Calls	19
Other	1
False Calls	23
	<u>176</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June 2025:	\$4,220.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$18,810.00
Total Fire Service Fees for Fire Calls Paid in June 2025:	\$160.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$2,040.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$5,240.00
 Total Fire Service Fees for Inspections and Permits Billed in June 2025:	 \$250.00
Total Fire Service Fees for Inspections and Permits Paid in June 2025:	\$450.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$5,580.00

Cumberland Fire Department Responded to 580 Emergency Medical Calls in June 2025:

In City Calls	549
Out of City Calls	<u>31</u>
Total	580



Total Ambulance Fees Billed by Medical Claim-Aid in June 2025:	\$160,189.08
--	--------------

Ambulance Fee Billed in FY2024:	\$2,110,926.67
Ambulance Fees Billed FY2025 to Date:	\$1,911,726.72

Ambulance Fees Paid

Ambulance Fees Paid in June 2025:	\$85,839.78
FY2025 Ambulance Fees Paid Year to Date:	\$1,132,316.93
Total Ambulance Fees Paid in FY2025:	\$1,365,448.48

(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 9 Medic Assists

5 Medic Assist Calls in Allegany County
4 Medic Assist Calls outside of Allegany County
<u>9</u>

LaVale VFD	2
Cresaptown VFD	3
Wiley Ford VFD	1
Ridgeley VFD	3
	<u>9</u>

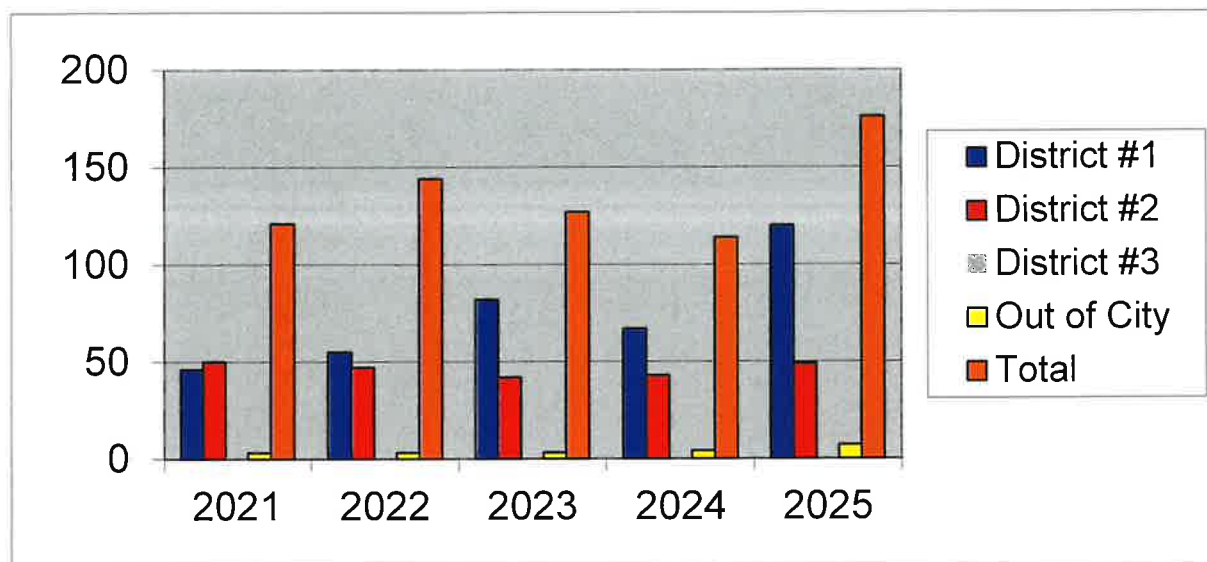
Cumberland Fire Department Responded to 22 Mutal Aids

18 Mutual Aid calls within Allegany County
4 Mutual Aid calls outside of Allegany County
<u>22</u>

Allegany County DES	3
Lavale VFD	2
Cresaptown VFD	11
Flintstone VFD	<u>2</u>
	18
 Ridgeley, WV VFD	 <u>4</u>
	4

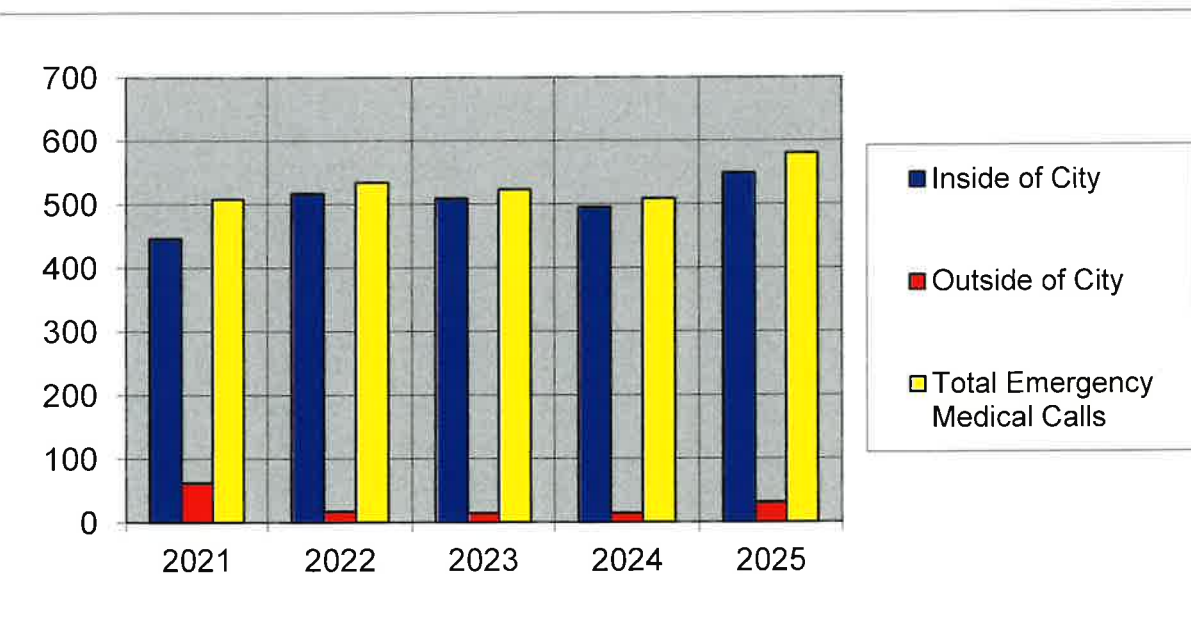
Fire Calls for the month of June over a Five-Year Period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
District #1	46	55	82	67	120
District #2	50	47	42	43	49
District #3	22	39	0	0	0
Out of City	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>7</u>
Total	121	144	127	114	176



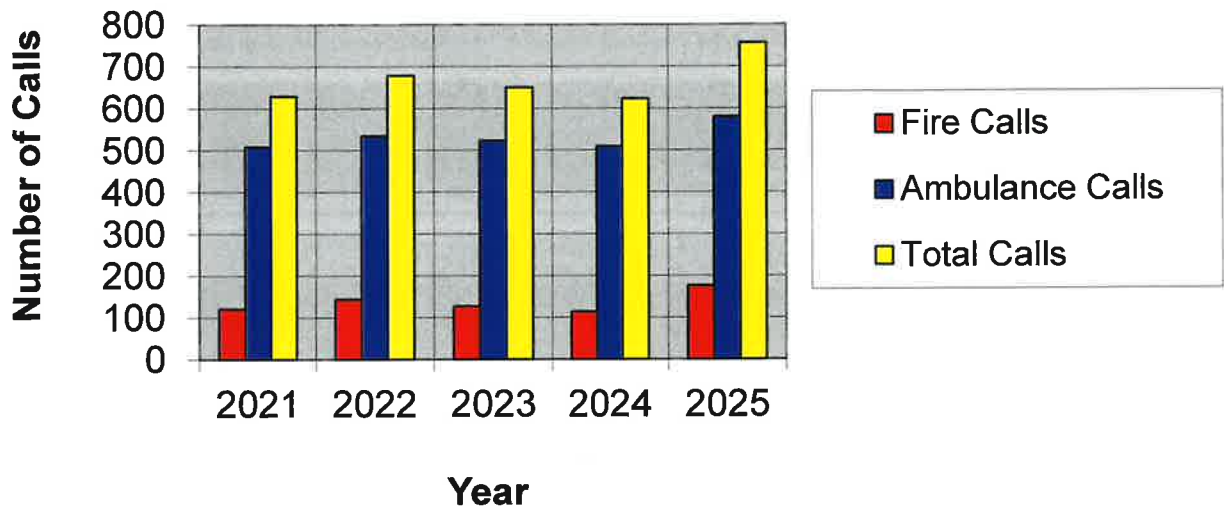
Ambulance Calls for the Month of June over a Five-Year Period:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Inside of City	446	517	509	495	549
Outside of City	<u>62</u>	<u>17</u>	<u>14</u>	<u>14</u>	<u>31</u>
Total Emergency Medical Calls	508	534	523	509	580



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

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	121	144	127	114	176
Ambulance Calls	<u>508</u>	<u>534</u>	<u>523</u>	<u>509</u>	<u>580</u>
Total Calls	629	678	650	623	756



Training

Training Man Hours: 327 hours
 Training Course Hours: 48 hours

Truck 1 Ops	Fire-Misc
Rescue Rigging	Fire-Misc
Protocol Updates	EMS- Refresher
Protocol Updates	EMS- Refresher
Fire Tactics	Fire-Misc
Engine 1 Driver Training	Driver
Vehicle Maitenance	Driver
Pump Ops/Hydrant Supply	Fire-Misc
Vehicle Maitenance	Driver
Water Supply	Fire-Misc
Rope Rigging	Rescue
Aerial Operations	Fire-Misc
Rope Evacuation from Elevated Spaces	Rescue
Truck Operations	Driver
Crew Meeting	Fire-Misc
Protocol Updates	EMS- Required Certifications
Full Gear on Air Drills/30 Second Drills	SCBA
Weekly SCBA Checks	SCBA
Vehicle Maitenance	Driver
CERT	
Aerial Ops Class	

Ancillary Duties	31
Complaints Received	1
Conferences Held	4
Correspondence	51
Inspections Performed	6
Investigations Conducted	0
Plan Reviews	2
Public Education	1
Burning Permits Issued	9

Personnel

A badge ceremony was held on June 17, 2025 to honor Tyler C. Hochard and David L. Rice for passing their Firefighter Recruit Training Programs.

Ryan Woods successfully passed all requirements to be an additional an extra driver.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for June 2025



City of Cumberland Department of Police

Monthly Report
June 2025



City of Cumberland Department of Police

Monthly Report

June 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	5	3	B & E (All)	10	8	Murder	1	0	Rape	0	0
Robbery	2	1	Theft - Felony	0	0	Theft - Vehicle	3	6			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	28	43	Theft - Petty	10	7	Domestic Assaults	21	19	CDS	13	17
Disturbances	113	142	DOP/Vandalism	27	17	Indecent Exposure	3	2	Sex Off - Other	4	3
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	28	68	Assault on Police	1	1	Assault Other	40	43			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	5	7	Juvenile Compl.	16	13	Missing Persons	9	14	School Resource	0	69
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	7	4

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	10	4	Hit & Run	11	14	M/V Crash	57	54	Traffic Stop	296	165

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	42	51	Assist Motorist	37	29	Check Well-Being	140	161	Foot Patrol	93	54
Assist Other Agency	67	74	Bike Patrol	59	0	Special Events	8	1	Suspicious Activity	76	69

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	16	93	Arrest	185	164	Closed	1708	1783	Suspended	38	35



City of Cumberland Department of Police

Monthly Report

June 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	51	22	M/V SERO	0	4	M/V Warnings	240	148	Arrest on View Adult	40	27
Arrest On Crim. Cit.	17	16	Arrest Summons	26	6	Arrest Warrant Adult	51	46	Adult Crim.	140	111
Arrest Summon (Chrg)	20	6	Arrest Warrant (Chrg)	17	9	Juvenile Crim.	9	10	Arrest on View Juv	9	8
Arrest Warrant JUV	0	0	Emer. Petition	18	18	Fingerprinting	1	1	RunAway & Miss Per.	9	9
Civil Citation	3	17									

Total Incidents Reported :

2024	2025
1,947	2,075

Chuck Ternent - Chief of Police

MUNICIPAL PARKING AUTHORITY (MPA)

JUNE 2025

Parking Citations Issued	74
Warnings Issued	129
Vehicles Towed	5

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2025

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	0 officers
Academy	4 officer

CIVILIAN EMPLOYEES: 7 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1,315.875

YEAR TO DATE (beginning 07/01/25): 10,210.625

COMP TIME USED: 140.875

YEAR TO DATE (beginning 07/01/25): 1,538.125

SICK TIME USED: 24

YEAR TO DATE (beginning 07/01/25): 2,357.75

OVERTIME REPORT

OVERTIME WORKED: 156.75

YEAR TO DATE (beginning 07/01/25): 2,141.5

HOSPITAL SECURITY: 57.5

YEAR TO DATE (beginning 07/01/25): 1,538.125

COURT TIME WORKED: 224

YEAR TO DATE (beginning 07/01/25): 4,026

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for June 2025

[illegible][illegible][illegible][illegible][illegible][illegible]

Watershed					
Trimmed trees @ Gate 9-1					
Moved both rollers to Memorial					
33 Weber St - repaired hole around meter box - topsoiled/seeded					
Removed broken drain line @ 823 Shawnee - installed new 4" pipe - backfilled/topsoiled/seeded					
Refueled all equipment @ George St					
Seneca Ave - leak investigation					
Cold mixed Naves Crossroad					
Removed downed trees - 36" main on Golden Ln					
Repaired leak - Camden Ave					
Filled in ditch line - Kizzie Ln					
Filled in large sinkhole @ 14301 Sousesmill Rd					
Shut down valves for George St					
Line locate - Bedford Rd					
Assisted with George St main line					
Trimmed trees - Lake Gordon Rd					
Turned in valves - Altamont/Liberty/Mechanic (George St main line)					
218 Columbia St - removed old concrete meter box & installed new one					
Shut down hydrants that were open from the 30" main line repair					
Hauled excavator from George St					
Reset valve box to hydrant - George St					
Marked valve boxes - George St					
Fueled generators @ dam					
Trimmed trees - Lake Gordon Rd					
Christie Rd - shut down & turned in water					
GRAND TOTAL					836

Sanitary Sewer Department Monthly Report



Jun-25

Calls Answered:	17
Service Lines Opened:	3
Owner's Trouble:	9
Traced Lines/ mains	41
Flushed Mains	1,932
Mains Repaired/ Replaced	1-12ft
Sewer Taps Installed	0
Cleaned Catch Basins	22
Cleanouts Installed	1
Televised Sewer Mains	10 3290ft
Televised Sewer Lines	8-255ft
Call Outs/ Overtime	8calls12hrs
Weekly Check of Overflows, pits, etc....	4

George Chory

Supervisor

Water Usage:

608	14,000	Gals.
605	6,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes for July 1, 2025



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, July 1, 2025; 5:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Chief Adams; Acting Chief Lieutenant Bonner; Ryan Mackey, Director of Parks and Recreation

Media: Hannah Fout, WCBC

I. DISCUSSION ON THE HOTEL/MOTEL GRANT

Mr. Silka began the discussion and advised that 16 applications were received, totaling \$93,600 in requested funds. A budget of \$ 45K is allocated, and the applications are available for review in the City Clerk's office.

A spreadsheet will be created for the next meeting with the applicants, detailing their requested amounts and the recommendations for the Council Members to consider. This is the third year we have utilized the enhanced application, which

requires detailed information, such as how the funds were previously used. Some applicants did not provide all of the requested information.

II. DISCUSSION ABOUT THE NONNENMAN FIELD

Mr. Silka updated on a request from Ryan Mackey, Parks and Recreation Manager, to convert a baseball field at the Mason Sports Complex into a soccer field. The request arises from the growing popularity of field sports, and Parks and Recreation Board members have expressed their approval.

Ryan Mackey explained that Nonnenman Field has three baseball fields, and due to the sporadic use of the field in question, it would be better served as a soccer field. The field has the potential to be converted into a full-sized soccer field, making it beneficial to varsity teams.

III. CITY ADMINISTRATOR UPDATES

Mr. Silka began the discussion and provided some updates that need consideration:

- The Mayor and City Council meeting, scheduled for August 5, coincides with National Night Out. His suggestions are to either move the meeting to the following day or, depending on the business that needs to be discussed, to hold only one meeting for August. All agreed to review what business would look like the week before and decide how to move forward.
- Allison Layton completed the Certified Public Manager course through the University of Baltimore. Allison completed the course, which was just under a year in duration and equivalent to a Master's degree, while maintaining her position as City Clerk.
- The goal-setting date needs to be determined so a venue can be reserved.
- Rampage Designs, the concrete contractors for the Skateboard Park, are looking to come no later than July 21.

- Mr. Silka was voted President of the Maryland City/County Administrators Association.

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF JULY 1, 2025

- ❖ #2 is a change order for the Skatepark for the installation of drainage for \$12,126.80
- ❖ # 4 is for paving at Naves Crossroad from Belt Paving for \$105,220
- ❖ # 7 is for changes being adopted to the employee handbook; *Mr. Silka updated notable changes*
- ❖ #9 and #10 are for purchases at the Gene Mason Sports Complex for the lighting control panel and fencing that suffered damage during the May flooding. Claims have been filed, and the City is on the FEMA list.

V. MAYOR AND CITY COUNCIL UPDATES

- Upcoming events include Friday After Five on July 11, the Car Show, the Great Allegany Run, and the Savage Mountain Arts Festival. The Levitt AMP series will take place on Thursday, beginning at 6:45 PM, featuring Elora Dash.
- Councilman Furstenberg and Mayor Morriss participated in judging sauces at the Wing Off, where Unbottled was the overall winner. They spoke of the many great music performances at the event.
- Several Council Members attended the MML Conference last week, where Councilman Furstenberg completed the Academy of Excellence classes and Mayor Morriss was elected an MML Board member.
- A Memorial Day Parade Committee has been formed, and Councilman Cioni has been invited as a member.
- Fourth of July events include a collaboration with Let's Beautify Cumberland and the Canal Place, where the Potomac Stage Band will be performing, as well as a DJ at the Canal Place. Fireworks at the Constitution Park will begin around 9:30 PM

The Motorcycle ride last week resulted in about 500 cyclists through the City, and they look forward to coming back.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:58 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: July 1, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Adams; Acting Police Chief Bonner and Robert Smith; Director of Engineering

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall on Monday, July 1, 2025 for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance. 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.

V. Presentations

1. Recognition of Allegany students Avery Miller and Ryan Wu and Fort Hill students Maeleigh Plummer and Landen Sweitzer for their State Championships in Track and Field

Mayor Morriss read the Certificates of Recognition for each student. Photos were taken with the Students and the City Council Members.

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

Mark Gandolfi, Comptroller, 5 years of employment- *Mark was unable to attend.*

Derrick Grimm, Contracts Administration Officer, 5 years of employment – Robert Smith spoke of Derrick's employment that started in the middle of COVID and with very little training due to staffing issues. Derrick is a great asset and does not hesitate to address and fix issues. He is responsible for coordinating resources and we are happy to have him on our staff.

Acting Chief Bonner spoke to three officers who have reached Five year milestones in their careers with the Police Department:

Jeremy Robison – a graduate from Beall High School and Allegany College of Maryland with a Criminal Justice Degree, joined the

Department in June of 2000. His employment includes the Narcotic Task Force, and he currently serves in the patrol division. *Jeremy was unable to attend.*

PFC Caleb Broadwater – a graduate of Northern High School and Allegany College of Maryland with a degree in Criminal Justice - began his employment with the Department in April 2020. He currently serves as an emergency responder on the CERT team and is a firearms and defensive tactics instructor.

Corporal Duncan Cramer – a graduate of Fort Hill, Allegany College of Maryland, and Frostburg State University. His employment with the Department began in April 2020, and he graduated from the Police Academy in the same year. He has served on the Honor Guard, motorcycle unit, and as a field training officer and was promoted to Corporal in 2024.

Zach Sloane began his career with the City as a wastewater operator. After obtaining a sewage and filtration license, he advanced to Superintendent and is currently the Deputy Director of the Utilities Plant.

Melissa Penrod – 20 Years- *was not able to attend*

Paul Borrer – 30 Years of employment and manages inventory and a valuable employee to the City.

VI. Directors Reports

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

(A) Fire Department

1. Fire Department Monthly Services Report for May 2025

VII. Approval of Minutes

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

1. Approving the Closed Session Minutes of June 16, 2025, Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of June 17, 2025

VIII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No one signed up to speak

IX. Unfinished Business

(A) Ordinances

1. Ordinance 4016 (*2nd and 3rd readings*) - amending Section 7-27(1) of the Code of the City of Cumberland to update the fees the Cumberland Fire Department charges for its services

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

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

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

2. Ordinance 4017 (*2nd and 3rd readings*) - authorizing the amendment of Sections 16-1 through 16-6 of the Code of the City of Cumberland for the purpose of updating pay grades

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

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

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

X. New Business

(A) Ordinances

1. Ordinance 4018 (*1st reading*) - authorizing the transfer of 212 Baltimore Avenue to Michael Mudge for the purchase price of \$10,000

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

(B) Orders (Consent Agenda)

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

1. Order 27,754 - authorizing the City Administrator to execute all FY25 Employment Agreements for part-time and seasonal employees of the City of Cumberland
2. Order 27,755 - authorizing the execution of Change Order No. 1 with First Fruits Excavating for the installation of an underdrain at the Cumberland Skate Park in the amount not to exceed \$12,126.80, bringing the total project cost not to exceed \$799,136.80
3. Order 27,756 - accepting the proposal from Micro-Tech Designs for the WRF & WFP Integration Services Project (2025-11-WRF) to enter into a three year agreement to perform SCADA Improvement as needed for emergencies for maintenance in the cost not to exceed \$360,000, with the cost being broken down over the course of three years
4. Order 27,757 - accepting the proposal from Belt Paving, Inc. to provide pavement repairs to a portion of Naves Crossroads due to water line repair work in the amount not to exceed \$105,220
5. Order 27,758 - declaring real property at 10 E. Fourth Street and 491-493 Baltimore Avenue to be surplus property to be offered for sale
6. Order 27,759 - 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 "Friday After Five" Event on August 22, 2025 from 5:00 PM to 12:00 AM on August 23; notwithstanding, that open glass containers shall not be permitted
7. Order 27,760 - rescinding Order 27,629 dated July 5, 2023 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on July 5, 2023
8. Order 27,761 - authorizing a change to the sole source proposal from Amazon Web Services to provide server hosting and support services for FY25 with an increase of \$7,000 bringing the new not to exceed amount to \$44,000
9. Order 27,762 - approving the sole source purchase and installation of a lighting control panel for the Gene Mason Sports Complex from Musco Lighting in the amount not to exceed \$26,785 and increasing the FY26

general fund Parks and Recreation equipment budget line in the same amount for this unanticipated expenditure

10. Order 27,763 - approving the purchase and installation of 900 linear feet of fencing at Gene Mason Sports Complex from Upright Fencing in the not to exceed amount of \$31,331

XIII. Public Comments

All public comments are limited to 5 minutes per person.

Ed Taylor, President of the Cumberland Historic Cemetery Organization, extended an invitation to the City of Cumberland and its residents to join us for a ceremony on July 4, 2025, at 10:00 AM. The event will take place at 400 S. Allegany Street and will honor the American Revolutionary War Patriots who are buried in our cemeteries and commemorated by monuments established by our organization over the years.

The front of the headquarters features the 1801 columns, which are the oldest standing structures in Cumberland. These columns served as the entrance to Captain David Lin's estate, who was also the owner of the entire West Side. Many Patriots were awarded tracts of land as a reward for their service, as land was more abundant than cash at that time. As a final note, he requested that the Mayor and City Council consider allowing a clergyman to provide an invocation before the Pledge of Allegiance at future Mayor and City Council meetings.

Mike Cornelius greeted the Mayor and City Council Members and informed them of the pictures he had taken with his camera of people sleeping on Baltimore Street. He resides above Parkview Liquors on Greene Street and is requesting action to be taken regarding the neighbors who play loud music late at night and the trash that is often left behind Parkview Liquors. EMS has been called several times for assaults and ODs

Mayor Morriss provided an update on a potential field house and advised that the City is seeking partners to explore the potential benefits this could bring to the community.

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:56 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, July 1, 2025; 5:00 p.m.

On July 1, 2025, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance. 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 Frazier, 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; and City Solicitor, Michael Cohen;

File Attachments for Item:

1. Ordinance 4018 (*2nd and 3rd readings*) - authorizing the transfer of 212 Baltimore Avenue to Michael Mudge for the purchase price of \$10,000

ORDINANCE NO. 4018

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MICHAEL MUDGE FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 212 BALTIMORE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 212 Baltimore Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,658, passed by the Mayor and City Council on February 18, 2025;

WHEREAS, the City received a bid for the purchase of the Property from Michael Mudge (the "Purchaser") for the sum of Ten Thousand Dollars (\$10,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Ten Thousand Dollars (\$10,000.00), subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading: July 1, 2025
2nd reading: July 15, 2025
3rd reading: July 15, 2025

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this _____ day of July, 2025, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a Maryland municipal corporation, and **MICHAEL MUDGE** (the “Grantee”), of Allegany County, Maryland.

WITNESSETH:

That for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), cash in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that following described piece or parcel of ground lying and being situated on the Northwesterly side of Baltimore Avenue in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same on the Northwesterly side of Baltimore Avenue at a point distant 23.4 feet measured along said side of said Avenue in Northeasterly direction from the easterly or rear corner of the brick building now known (1962) as Brook's Hotel located at the intersection of said side of said Baltimore Avenue with the easterly side of Front Street, said point of beginning being also distant 104.4 feet measured in an easterly direction along said side of said Avenue from its intersection with the Easterly side of Front Street and running thence with the Northwesterly side of Baltimore Avenue North 34 degrees 24 minutes East 90 feet, thence with the division line between the lot hereby conveyed and the L.D. Rohrer property North 55 degrees 8 minutes West 125.4 feet to the southeasterly side of Shinbone Alley, and with said side of said alley South 40 degrees 35 minutes West 28 feet; thence following the division fence now standing (1928) South 52 degrees 47 minutes East 44.3 feet South 34 degrees 24 minutes West 21 feet South 55 degrees 36 minutes East 12 feet, South 4 degrees 42 minutes East 51.55 feet, South 55 degrees 36 minutes East 39.67 feet to the place of beginning.

IT BEING the same property that was conveyed from Matthew J. Hunt to Mayor and City Council of Cumberland by deed dated June 24, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 3032, Page 244.

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

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

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

In connection with the foregoing conveyance, the parties hereto covenant and agree as follows:

1. No later than one (1) month from the date of this deed, the Grantee shall secure the dwelling on the property by replacing its doors and locks as needed, as determined by the City.
2. No more than two (2) months from the date of this deed, the Grantee shall:
 - A. Mow the grass and remove weeds at the exterior of the dwelling the grass and remove weeds;
 - B. Remove all junk, trash, and debris from the yard and structure(s) on the property;
 - C. Remove and keep the property free of all environmental contamination, if any;
 - D. Remove and trim all overgrowth of trees and shrubs;

- E. Demolish the kitchen and old bathroom and remove the debris from the property;
- F. Have electric and plumbing systems and structure (e.g., soundness and roof) inspected;
- G. Secure all doors and windows; and
- H. Obtain all permits necessary for the commencement of property improvements.

The foregoing work shall be performed to the reasonable satisfaction of the City. The Grantee's obligations, as set forth in this section, are continuing in nature.

- 3. No later than six (6) months from the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling:
- 4. No later than twelve (12) months from the date of this deed, the Grantee shall:
 - (a) Repair or replace the roof;
 - (b) Repair or replace windows and doors;
 - (c) Repair or replace exterior siding and trim;
 - (d) Repair or replace porch, decking, railings, and stairs; and
 - (e) Repair, replace, or remove any accessory structures.

The foregoing work shall be performed to the reasonable satisfaction of the City.

The Grantee's obligations, as set forth in this section, are continuing in nature.

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

the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City's City Administrator (or acting or interim City Administrator) of the City the power and authority and in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of the preceding two sections are irrevocable; however, they shall expire three (3) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. Once the requirements set forth in paragraphs 1- 5 above have been satisfied, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.
13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the

performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

_____(SEAL)
Michael Mudge

**WITNESSES TO SIGNATURE
OF MICHAEL MUDGE:**

signature

printed name

address

signature

printed name

address

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Michael Mudge**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge the foregoing instrument to be his act and deed; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$10,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that he did not conduct a title search in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 4019 (*1st reading*) - to repeal and reenact Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90 inclusive) pertaining to parades and special events

ORDINANCE NO. 4019

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT ARTICLE V OF CHAPTER 15 OF THE CITY CODE (TO-WIT: SECTIONS 15-80 TO 15-90, INCLUSIVE) PERTAINING TO PARADES AND SPECIAL EVENTS."

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

WHEREAS, based on their experience administering that Ordinance, City staff members have identified provisions in the Ordinance that should be revised to improve its implementation.

WHEREAS, City staff recommends changes to every section of the said Ordinance such that the Ordinance must be repealed in its entirety and reenacted.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 15-80 to 15-90 of the Code of the City of Cumberland (1991 Edition) are hereby repealed and reenacted and shall read as set forth in the attached Exhibit A.

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

Passed this ____ day of August, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

ARTICLE V. PARADES, SPECIAL EVENTS, AND SMALL EVENTS

Sec. 15-80. Applicability; short title.

The terms of this article apply to parades, special events, and small events, as specified hereinafter. The short title of this article is the Parades, Special Events, and Small Events Ordinance.

Sec. 15-81. Definitions.

As used in this article, the following definitions apply:

DDC means the Downtown Development Commission.

Parade means any parade, march, race, or procession upon any street, excluding:

- (1) Funeral processions;
- (2) Students going to and from school classes or participating in educational activities, provided such conduct is under the immediate direction and supervision of the proper school authorities; and
- (3) Governmental agencies acting within the scope of their functions.

Permit means a permit for a parade, special event, or small event.

Small event means any activity held on city property:

- (1) That is hosted by a non-profit entity or a community group;
- (2) That is not promoted by a third-party promoter;
- (3) That does not involve the sale of food, alcohol, merchandise, or anything else;
- (4) That does not involve the amplification of sound through a loudspeaker, microphone, or any other device or instrument that amplifies sound; and
- (5) That does not require any overtime work by city employees.

Activities organized by the DDC within its special taxing district are excluded from this definition.

Special event means any activity held on city property:

- (1) Which is expected to draw a crowd in excess of fifty (50) people;
- (2) Which involves the sale of food, alcohol, merchandise, or anything else;
- (3) Which involves the erection or placement of a stand, tent, platform, or other structure; or
- (4) Which involves the amplification of sound through a loudspeaker, microphone, or any other device or instrument that amplifies sound.

Activities organized by the DDC within the special taxing district are excluded from this definition.

Special taxing district means the special taxing district established under section 236 of the city charter.

Un-sponsored event in the special taxing district means a parade, small event or special event held within the special taxing district that is not organized and/or sponsored by the DDC or the City.

Sec. 15-82. Permit required.

No person shall organize, hold, or start a parade, special event, or small event without a permit from the city. No person shall organize, hold, or start an unsponsored event in the special taxing district without a permit from the DDC.

Sec. 15-83. Compliance with laws and regulations.

A permit applicant is responsible for ensuring that the parade, special event, or small event follows all permit requirements and conditions, as well as all relevant laws, ordinances, rules, and regulations. The applicant must also obtain any permits required by other government agencies for the event and its related activities.

Sec. 15-84. Application.

- (a) A person seeking a permit for a parade, special event, or small event shall apply with the city clerk using the forms provided by that officer. The application must be submitted at least thirty (30) days before the scheduled date of the parade, special event, or small event.
- (b) The permit application must include the following information:
 - (1) The name, address, telephone number, and e-mail address of the person organizing the parade, special event, or small event, and who will be responsible for its conduct;
 - (2) If the parade, special event, or small event is proposed to be conducted for, on behalf of, or by an organization, include the name, address, telephone number, and e-mail address, as applicable, of the organization's headquarters and the same information for the individual officer responsible for its conduct.
 - (3) The date the parade, special event, or small event will take place;
 - (4) As to a parade, the route to be traveled, the starting point and the ending point, the location of any assembly area, and whether the parade will occupy the full width or only part of the streets to be traversed;
 - (5) For a special or small event, specify the boundaries of the location where it will be held and include a sketch showing the placement of any stands, tents, platforms, and other structures that will be erected or positioned on site.
 - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
 - (7) The start and end times of the parade, special event, or small event.
 - (8) The time at which the units/facilities of the parade, special event, or small event will begin to be assembled and when their disassembly will be completed;
 - (9) Any additional information that the city clerk reasonably deems necessary for the city administrator to make an informed decision about whether a permit should be issued; and
 - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause supporting the request.
- (c) For good cause shown and to the extent practicable, the city administrator may waive the thirty (30)-day requirement of subsection (a).

Sec. 15-85. Fees.

- (a) City permit application fee. An applicant for a city-issued permit for a parade or special event must pay a nonrefundable permit fee of one hundred fifty dollars (\$150.00) when submitting a permit application for a parade or special event. A nonrefundable permit fee of twenty-five dollars (\$25.00) must be paid when submitting a permit application for a small event. The DDC may charge separate application fees for parades, special events, and small events that require a DDC permit.
- (b) *Payment of overtime/compensatory time.* Before issuing a City permit, upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade, special event or small event and, unless waived by the city council or by the city administrator as provided for in subsection (d), those estimated costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade, special event, or small event that exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein. A small event may not require any overtime or compensatory time for city employees. If they do, the city administrator, police chief, or either of their designees may revoke the permit.
- (c) *Exemptions from payment.* The South Cumberland Business and Civic Association's annual Halloween parade and Heritage Days are exempt from the requirements of subsection (b).
- (d) *Cost payment waivers.* The city administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria:
 - (1) The applicant's ability to pay the costs;
 - (2) Whether the event will be held if the applicant is required to pay the costs;
 - (3) The number of persons expected to be in attendance;
 - (4) Whether alcohol will be provided;
 - (5) The extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads, and other rights-of-way;
 - (6) The extent to which residents' use of or access to city-owned property is impeded; and
 - (7) The location, duration, time, and date of the parade or special event.

The city administrator may not consider the expected content of the speech associated with the parade, special event, or small event in determining whether a waiver should be granted.

Sec. 15-86. Standards for issuance of city permits.

A permit shall be issued by the City when, after reviewing the application and any other available information, and consulting with the police, fire, and street departments, the city administrator determines it is likely that:

- (a) The conduct of the parade, special event, or small event will not significantly disrupt the safe and orderly flow of traffic adjacent to the parade route or the location of the special event or small event.
- (b) The setup for and conduct of the parade, special event, or small event will not require diverting so many police officers or fire department personnel that it hampers the city's ability to provide adequate police and fire protection elsewhere.

- (c) The setup and conduct of the parade, special event, or small event will not require diverting so many street department staff that they are prevented from performing their usual duties.
- (d) The conduct of such parade, special event, or small event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and
- (e) Regarding a parade, it is scheduled to move from its starting point to its ending point without unnecessary delays.

Sec. 15-87. Conditions for city-issued permits.

- (a) Standard conditions. All city-issued permits are subject to the following standard conditions, with or without additional notice.
 - (1) If vehicles will be loading, unloading, or parking on the pedestrian mall, the applicant must obtain permission and a sign from the DDC at least ten (10) days before the parade, special event, or small event.
 - (2) Compliance with the insurance requirements set forth in this article is mandatory.
 - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be allowed unless approved by the city council.
 - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade, special event, or small event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
 - (5) The applicant must comply with all city, county, state, and federal laws, rules, regulations, and ordinances, including, but not limited to, those related to the issuance of permits other than a permit issued under the terms of this article of the code. The issuance of a permit is not a substitute for, nor does it serve as, evidence of compliance with the foregoing.
- (b) *Optional conditions.*
 - (1) If necessary, due to the nature of a parade or special event, or because of a failure by organizers to restore or clean up after a previously held parade or special event, the city administrator may require the applicant to post a bond to cover the estimated costs of restoration and cleanup.
 - (2) Upon the advice of department heads and the DDC, if the parade, special event, or small event travels through or is within the special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health, and general welfare of the public.
- (c) *Special conditions for unsponsored events in the special taxing district.* Unsponsored events in the special taxing district are subject to the following terms and conditions in addition to those set forth elsewhere in this article.
 - 1. Permits issued by the DDC are required for unsponsored events within the special taxing district.
 - 2. An application for a DDC permit must be submitted to the DDC at least thirty (30) days in advance of the unsponsored event in the special taxing district.
 - 3. The DDC permit must be attached to the City permit application.
 - 4. Organizers of new unsponsored events in the special taxing district are encouraged to consult with the City before submitting permit applications.

Sec. 15-88. Insurance requirements.

An applicant for a City-issued permit must obtain and maintain comprehensive general public liability insurance covering personal injury and property damage, with a minimum of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in total. The applicant shall provide the city with a certificate of insurance confirming the coverage and proof that the premium has been paid at least ten (10) days before the parade, special event, or small event. Each policy must state that it cannot be canceled, changed, or not renewed without at least fifteen (15) days' prior written notice to the city. Additionally, each policy shall list "Mayor and City Council of Cumberland" as an additional insured. The city administrator has the authority to waive or modify these requirements on a case-by-case basis, based on the following criteria.

- (1) The applicant's capability to pay the premium;
- (2) Whether the event will be held if the applicant is not granted a waiver or modification;
- (3) The extent to which the parade, special event, or small event is expected to expose the city to liability beyond what is normally present.
- (4) Whether alcohol will be provided; and
- (5) Any other factors that relate solely to whether and how much insurance coverage should be required.

Insurance policies for unsponsored events in the special taxing district shall name the Downtown Development Committee of the City of Cumberland as well as Mayor and City Council of Cumberland as additional insureds.

Sec. 15-89. Notice of disposition of applications for city permits; appeals.

The city administrator shall issue a permit or send written notice of the application's denial to the applicant by mail and email no later than fourteen (14) days after the application is filed and after all of the information required by section 15-84 has been provided.

An applicant aggrieved by a decision of the City Administrator may file an appeal with the city clerk no later than thirty (30) days from the date of the written decision. The mayor and city council shall hold a hearing on the appeal no later than their next regularly scheduled open meeting unless the appeal is filed within two (2) days of that meeting, in which event, the hearing shall be held at the first regularly scheduled open meeting thereafter. The mayor and city council shall issue a decision on the appeal on the record after the hearing.

Sec. 15-90. Revocation.

The city administrator may revoke a permit issued in accordance under this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

Sec. 15-92. Violations.

The violation of any of the provisions of this article is declared to be a municipal infraction punishable by a fine of up to five hundred dollars (\$500.00) if said violation is a first offense and a fine of up to one thousand dollars (\$1,000.00) if said violation is a repeat offense. Each day a violation continues shall constitute a separate offense.

File Attachments for Item:

. Ordinance 4020 (*1st reading*) - authorizing the transfer of 491-493 Baltimore Avenue to American Rentals LLC, an adjacent property owner, in exchange for the demolition cost of \$6,500 to be paid by purchaser

ORDINANCE NO. 4020

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF AMERICAN RENTALS LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 491 BALTIMORE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 491 Baltimore Avenue, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the City received a bid for the purchase of the Property from American Rentals LLC (the "Purchaser") for the sum of Six Thousand Five Hundred Dollars (\$6,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Ten Thousand Dollars (\$6,500.00), subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading:
2nd reading:
3rd reading:

EXHIBIT A

THIS QUITCLAIM DEED, made this ____ day of _____, 2025, by and between **Mayor and Council of Cumberland** (the “City”), a Maryland municipal corporation, and **American Rentals LLC** (the “Buyer”), a Maryland limited liability company.

WITNESSETH:

That for and in consideration of the sum of Six Thousand Five Hundred Dollars (\$6,500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL those lots or parcels of land consisting of Lots Nos. 8, 9, and 10 of the Cumberland Improvement Company's Eastern Addition to the City of Cumberland, a Plat of said Addition being recorded in No. 183 among the Plat Records of Allegany County, Maryland, and which said lots are more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the southerly side of Baltimore Avenue distant North 89 degrees West 20 feet from a stone marked R planted at the center of Marion Street at its intersection with said Baltimore Avenue, and running then with Baltimore Avenue, North 89 degrees West 60 feet, and then continuing with the same, South 81 degrees 11 minutes West 51.5 feet, then South 1 degree 43 minutes West 111.2 feet, then with the northerly side of a 14 foot alley, South 88 degrees 54 minutes West 52 feet, and then continuing with said alley, South 89 degrees East 62 feet to Marion Street, and then with said Marion Street, North 1 degree East 120 feet to the point of beginning.

IT BEING the same property which was conveyed from 5 National Highway, LLC to Mayor and City Council of Cumberland by deed dated April 2, 2025, and recorded among the Land Records of Allegany County, Maryland in Book 3064, Page 327.

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

of the property.

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

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

AND the said City, for itself, its successors and assigns, hereby warrant specially the title to the above-described property and covenants that it will execute such other and further assurances of the same as may be requisite or necessary.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$6,500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of the undersigned Maryland attorney.

Michael Scott Cohen

Council Agenda Summary

Meeting Date: July 1, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Property sales -Tax ID 35-002006, 491 Baltimore Ave.

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

An ordinance is being presented for consideration for the sale of 491 Baltimore Ave. (property formally known as Bullwinkle's). The City acquired this property as a donation with plans to demolish the structure as it is in an irreparable condition.

Brendon Orr owns the adjacent property (3 Weber St) and has expressed interest in acquiring the property and has agreed to pay for the demolition fee if the city covers the landfill costs and transfers the property to him after the demolition is completed. Mr. Orr is concerned that the declining structural integrity of the structure could harm his Weber St property. He has stated that initially, if approved, he plans to use it as a parking lot, but would explore the possibility of constructing a building to house a "retail business or a professional service".

City staff requested quotes for the demolition of the structure and E-Z Out, Inc. submitted the low quote of \$6,500. Staff recommends that Mayor and City Council accept Mr. Orr's offer of \$6,500 which will cover the demolition cost in exchange for the property. We do not think we would recover that amount if we paid the costs and subsequently sold the property through our surplus property sales.

Budget number:

Grant, bond, etc. reference: City revitalization program

Ameri-Seal LLC

Paving, Sealcoating & Excavating

61 National Highway
Cumberland, MD 21502
301-676-SEAL (7325)
MHIC#118266
WV#061012
PA#182939

AmeriSealservices.com
Brendanorr411@gmail.com
AmeriSealLLC@Facebook
MD.State Const. Lic#01601308

To Mayor & City Council of Cumberland

I, Brendan Orr, am the owner of several businesses in the Cumberland area. I am proposing a shared demolition of the structure located at 491 Baltimore Ave. If this proposal is accepted I would be willing to pay the cost of the contractor to demolish the structure in exchange for the transfer of the property to me.

In the beginning I am proposing a parking lot for the area. This will help remove the blight from the neighborhood and also help secure my rental property next door. Currently I am concerned that this structure might cause damage to my property. Its a wonder no kids have been injured sneaking into the building as the place is collapsing.

I am aware that this property is located in an R-O (Residential Office) zone of the City of Cumberland and would like to explore the possibility of constructing a building that would house a retail business or a professional service, such as a treatment center for recovering addicts. I myself am sober and proof that these centers work and I want to help give back to the community in this way. All ideas for the future development of this property would be within the Zoning Ordinance that the City has in place. I feel that the location of this property would make an ideal location for me to expand my business portfolio. And at the same time help improve the city and this neighborhood. Other Thoughts : Laundry mat, Apartment rentals, Professional offices, Town Houses, Playground, Convenience store, Etc. Anything at this point would be an improvement.

Thank you for your time and consideration in this matter and I look forward to speaking to you about this joint venture. If you have any questions please feel free to contact me:

Brendan Orr
301-676-7325



7-3-2025

E-Z OUT, INC.
14105 Easy Street, SW
Cumberland, Md 21502
(301) 729-0072

Proposal

Proposal Submitted To: (below)

Date: 6/13/2025

City of Cumberland

Phone:

57 North Liberty St

Date of Plans:

Cumberland, Md 21502

Architect:

Job Name & Location (below)

Job Phone:

Comments

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides as follows:

404 Furnace St & 491 Baltimore Ave.

Disconnect utilities

Demolish structure & haul to landfill

Backfill foundation & cover with seed and straw

Furnace St \$18500.00

Baltimore St \$6500.00

Total:

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

#NAME?

\$0.00

Note: This proposal may be withdrawn by us if not accepted
within _____ days.

Authorized Signature

Payment due within 7 days of completion of job or 10% will be added to your bill.

Accepted: The above prices, specifications and conditions are
satisfactory and are hereby accepted. You are authorized to do the
work as specified. Payment will be as outlined above.

Signature_____

Date:_____

Signature_____

File Attachments for Item:

. Order 27,764 - authorizing the Acting Chief of Police to accept the FY26 Warrant Apprehension & Absconding Grant in the amount of \$21,926 which will be utilized to assist with reducing the number of open warrants, especially warrants for violent crimes

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

ORDER NO. 27,764

DATE: July 15, 2025

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

THAT the Acting Chief of Police be and is hereby authorized to accept an FY26 Warrant Apprehension and Absconding Grant in the amount of Twenty One Thousand Nine Hundred Twenty Six Dollars and No Cents (\$21,926.00) for the period 7/1/25 – 6/30/26 to provide overtime funding for officers working on warrant apprehension to reduce the number of warrants, especially those for violent crimes.

Raymond M. Morriss, Mayor

Grant: WAAG-2026-0020

Council Agenda Summary

Meeting Date: July 15, 2025

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

Item Title: FY26 Warrant Apprehension & Absconding Grant

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

Authorize the Acting Chief of Police to accept the FY26 Warrant Apprehension & Absconding Grant in the amount of \$21,926 which will be utilized to assist with reducing the number of open warrants, especially warrants for violent crimes.

Amount of Award: \$21,926

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 03, 2025

Lieutenant Eric Bonner
Acting Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: WAAG-2026-0020

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**FY26 CPD WAAG Grant**," in the amount of \$21,926.00 has received approval under the WARRANTS AND ABSCONDING PROGRAM program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department will adopt a proactive approach to the service and apprehension of all offenders who have open and active warrants. The Cumberland Police Department will work closely with allied agencies across Allegany County in an attempt to reduce the number of outstanding warrants. This program will provide funds that will be utilized for overtime. Overtime funds will be used to pay officers working the warrant apprehension and absconding grant.

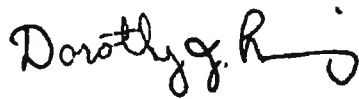
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Matika Palmer**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Regional Monitor:
Fiscal Specialist:

Palmer, Matika
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:

Sub-recipient:

Project Title:

Implementing Agency:

Award Period:

WAAG-2026-0020

Cumberland Police Department

FY26 CPD WAAG Grant

Cumberland Police Department

07/01/2025 - 06/30/2026

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$21,926.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$21,926.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for Warrant Sweeps	Overtime	Grant Funds	\$21,926.00

Personnel Total: \$21,926.00

Approved: 

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/2/2025

File Attachments for Item:

. Order 27,765 - authorizing the Acting Chief of Police to accept the FY26 Sex Offender Compliance grant in the amount of \$19,856 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency

- Order -

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,765

DATE: July 15, 2025

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

THAT the Acting Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY26 entitled "Sex Offender Compliance and Enforcement Program" in the amount of Nineteen Thousand Eight Hundred Fifty Six Dollars and No Cents (\$19,856.00) for the period 07/01/2025 - 06/30/2026 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2026-0006

Council Agenda Summary

Meeting Date: July 15, 2025

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

Item Title: FY26 Sex Offender Compliance Grant

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

Authorize the Acting Chief of Police to accept the FY26 Sex Offender Compliance grant in the amount of \$19,856 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Amount of Award: \$19,856

Budget number:

Grant, bond, etc. reference:

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 03, 2025

Lieutenant Eric Bonner
Acting Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2026-0006

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD FY26 SOCEM**," in the amount of \$19,856.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department Sex Offender Compliance and Enforcement program assists in developing and implementing strategies specifically intended to provide assistance complying with the laws surrounding the Sex Offender Registry. The program tracks the compliance of local sex offenders who are required to maintain registry with the Maryland Sex Offender Registry. Grant funding supports personnel and contractual services.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Kyah Edwards**, your program manager, or **Genevra Farrare**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Farrare, Geneva

Budget Notice

Grant Award Number: SOCM-2026-0006

Sub-recipient: Cumberland Police Department

Project Title: CPD FY26 SOCEM

Implementing Agency: Cumberland Police Department

Award Period: 07/01/2025 - 06/30/2026

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$19,856.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$19,856.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Law Enforcement	Overtime	Grant Funds	\$9,928.00

Personnel Total: \$9,928.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allegany County Sheriff's Office Overtime for Address Verification	Grant Funds	0	\$0.00	\$9,928.00

Contractual Services Total: \$9,928.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/2/2025

File Attachments for Item:

. Order 27,766 - accepting the proposal from Diehl's Ford Sales Inc. for the purchase of two new Ford F150's to be used in daily operations by the Street and Sewer departments in the amount not to exceed \$87,857.12

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

ORDER NO. 27,766

DATE: July 15, 2025

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

THAT, the proposal from Diehl's Ford Sales Inc., 11782 National Pike, Grantsville, MD 21536, for the purchase of two (2) new Ford F150's to be used in daily operations by the Street and Sewer departments, in the amount not to exceed Eighty Seven Thousand Eight Hundred Fifty Seven Dollars and Twelve Cents (\$87,857.12) be and is hereby accepted.

Raymond M. Morriss, Mayor

Quotes Received:

Company	Cost
Diehl's Ford Sales Inc.	\$87,857.12
National Auto Fleet Group	\$94,878.28
Coccia Ford	\$89,810.00

Budget: 001.056.64000 (\$43,928.56)

Budget: 003.320.64000 (\$43,928.56)

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Two New Ford F150s from Diehls Ford, 11782 National Pike, Grantsville, MD 21536 in the not-to-exceed cost of \$87,857.12.

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

Accepting the purchase of Two New Ford F150s from Diehls Ford for an amount not to exceed \$87,857.12. These trucks will be used in daily operations by the Street and Sewer departments. Three different quotes were obtained, with Diehls providing the lowest bid.

Amount of Award:

\$87,857.12

Budget number:

001.056.64000 (\$43,928.56)

003.320.64000 (\$43,928.56)

Grant, bond, etc. reference:

N/A

STX



Preview Order 7777 - X2L - 4x4 STX SuperCab: Order Summary Time of Preview: 06/17/2025 09:46:06 Receipt: NA

Dealership Name: Diehl's Ford Sales Inc

Sales Code : F44496

Dealer Rep. Benjamin Diehl Type Retail Vehicle Line F-150

Order Code 7777

Customer Name X XXXXX Priority Code 19 Model Year 2025

Price Level 565

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB STX - 145	\$48815	3.55 RATIO REGULAR AXLE	\$0
145 INCH WHEELBASE	\$0	6550# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
STX CLOTH 40/CON/40	\$0	JOB #2 ORDER	\$0
BLACK	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 200B	\$0	50 STATE EMISSIONS	\$0
.STX SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$625
.18" GLOSS BLACK WHEELS	\$0	FUEL CHARGE	\$0
.EXTENDED RANGE 36GAL FUEL TANK	\$0	PRICED DORA	\$0
2.7L V6 ECOBOOST	\$0	ADVERTISING ASSESSMENT	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	DESTINATION & DELIVERY	\$2195
.275/65R 18 BSW ALL-TERRAIN	\$0		

TOTAL BASE AND OPTIONS
STX LOW DISCOUNT
STX 2.7L DISCOUNT
TOTAL DISCOUNT
TOTAL

Diehl's Price = \$45,178.56
Rebate - 1,250
\$43,928.56

MSRP
\$51635
\$-2000
\$-1000
\$-3000
\$48635

Customer Name: Cumberland
Customer Address:

Customer Email:

Customer Phone:

Diehl's - Fleet Manager

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/30/2025

Quote ID: **39875**

Order Cut Off Date: **TBA**

David Broadwater Jr
Mayor and City Council of Cumberland MD
Public Works

57 N. Liberty St

Cumberland , Maryland, 21502

Dear David Broadwater Jr,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Ford F-150 (X2L) STX 4WD SuperCab 6.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$48,635.00	\$47,439.14	2.459 %	\$1,195.86
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$47,439.14		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC



Prepared by: Nelson Raines

06/18/2025

Coccia Ford | 577 E Main Street Wilkes-Barre Pennsylvania | 187026922

2025 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 565 | Quote ID: cum150x

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$45,560.00
Options	\$1,150.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,195.00
Subtotal	\$48,905.00

Pre-Tax Adjustments

Code	Description	MSRP
1	Costars 025-E23-603 adjustment and Coccia Ford Discount	-\$4,000.00
Total		\$44,905.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

File Attachments for Item:

. Order 27,767 - authorizing the Acting Chief of Police to accept an FY26 MCIN grant entitled “Allegany County MCIN Coalition Program” in the amount of \$334,230 for the period 7/1/25 – 6/30/26 for personnel and overtime costs associated with the Cumberland Police Department’s focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking

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

ORDER NO. 27,767

DATE: July 15, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to accept an FY26 MCIN grant entitled “Allegany County MCIN Coalition Program” in the amount of Three Hundred Thirty Four Thousand, Two Hundred Thirty Dollars and No Cents (\$334,230.00) for the period 7/1/25 – 6/30/26 for personnel and overtime costs associated with the Cumberland Police Department’s focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking.

Raymond M. Morriss, Mayor

Grant: MCIN-2026-0011

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Lt. Andrew Tichnell/Lt. Eric Bonner, Acting Chief of Police

Item Title: FY26 Maryland Criminal Intelligence Network (MCIN) grant

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

Authorize the Acting Chief of Police to accept the FY26 MCIN Grant in the amount of \$334,230.00 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking. Grant funds will be obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies.

Amount of Award: \$334,230.00

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 08, 2025

Lieutenant Eric Bonner
Acting Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MCIN-2026-0011

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**FY26 Allegany County's MCIN Coalition**," in the amount of \$334,230.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's (CPD) 2026 MCIN-ODAC Program helps strengthen information sharing and criminal investigation in Cumberland and surrounding Allegany County. The MCIN-ODAC program will focus on making our jurisdiction safer and improving the quality of life by identifying, disrupting, and dismantling criminal networks involved in the distribution of illegal drugs, illegal firearms, human trafficking, and violent crimes and decreasing the number of fatal/non-fatal overdoses stemming from substance use. Program funds provide personnel, contractual services, equipment, and training.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Matika Palmer**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dorothy Lennig, Esq.
Executive Director

cc: Mr. Taylor Bise



Regional Monitor:
Fiscal Specialist:

Palmer, Matika
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number: MCIN-2026-0011

Sub-recipient: Cumberland Police Department

Project Title: FY26 Allegany County's MCIN Coalition

Implementing Agency: Cumberland Police Department

Award Period: 07/01/2025 - 06/30/2026

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$334,230.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$334,230.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
CPD Gun VIOLENCE Reduction Overtime	Overtime	Grant Funds	\$10,800.00
CPD MCIN Investigation Overtime	Overtime	Grant Funds	\$45,000.00
MCIN Analyst	Salary	Grant Funds	\$61,102.00
MCIN Analyst (fringe)	Fringe	Grant Funds	\$8,984.00
MCIN Coordinator	Salary	Grant Funds	\$61,102.00
MCIN Coordinator (fringe)	Fringe	Grant Funds	\$8,984.00

Personnel Total: \$195,972.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
Interdiction Training - lodging (2 nights)	Grant Funds	6	\$400.00	\$2,400.00
Interdiction Training - meals (3days)	Grant Funds	6	\$189.00	\$1,134.00
MCIN Fall Conference - lodging (2 nights)	Grant Funds	3	\$400.00	\$1,200.00
MCIN fall conference - meals (3days)	Grant Funds	3	\$189.00	\$567.00

Travel Total: \$5,301.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Agency MCIN Overtime	Grant Funds	1	\$15,000.00	\$15,000.00
MCIN Special Prosecutor	Grant Funds	1	\$70,000.00	\$70,000.00

Contractual Services Total: \$85,000.00



Regional Monitor:
Fiscal Specialist:

Palmer, Matika
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	MCIN-2026-0011	
Sub-recipient:	Cumberland Police Department	
Project Title:	FY26 Allegany County's MCIN Coalition	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$334,230.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$334,230.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Ballistic Shields	Grant Funds	10	\$480.00	\$4,800.00
Cellebrite License Renewal	Grant Funds	1	\$9,700.00	\$9,700.00
Computer Monitor	Grant Funds	3	\$489.99	\$1,470.00
Drone Mapping Software	Grant Funds	1	\$1,750.00	\$1,750.00
IBM Crime Analyst Notebook	Grant Funds	1	\$1,801.32	\$1,801.00
Interdiction Training	Grant Funds	6	\$699.00	\$4,194.00
Laptop	Grant Funds	3	\$1,400.00	\$4,200.00
Leads Online Subscription	Grant Funds	1	\$6,972.00	\$6,972.00
Magloclen Gang Specialist	Grant Funds	1	\$400.00	\$400.00
Maptive Software	Grant Funds	1	\$1,250.00	\$1,250.00
MSAB Xry License Renewal	Grant Funds	1	\$4,425.00	\$4,425.00
Printer	Grant Funds	1	\$500.00	\$500.00
Rapid Rack (AR-15)	Grant Funds	50	\$15.99	\$800.00
Solar Power Cameras	Grant Funds	11	\$300.00	\$3,300.00
The Gunshot Box	Grant Funds	1	\$2,395.00	\$2,395.00

Other Total: \$47,957.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/3/2025

File Attachments for Item:

. Order 27,768 - authorizing the distribution of the MD Department of Housing and Community Development (DHCD) Project Restore 2.0 grant in the amount of \$50,000 each to the sub-grant applicants to revitalize downtown buildings owned by the sub-applicants: Sprinkles Candy Bar, 7 North Liberty Street and Loney's Flower Bar, 11 North Liberty Street

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

ORDER NO. 27,768

DATE: July 15, 2025

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

THAT the Mayor and City Council, or their designee, be and is hereby authorized to distribute the MD Department of Housing and Community Development (DHCD) Project Restore 2.0 grant in the amount of Fifty Thousand Dollars and No Cents (\$50,000) each to the sub-grant applicants to revitalize downtown buildings owned by the sub-applicants:

1. Sprinkles Candy Bar, 7 North Liberty Street
2. Loney's Flower Bar, 11 North Liberty Street

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Melinda Kelleher

Item Title: Project Restore 2.0 Grant for Loney's Flower Bar at 11 North Liberty Street

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

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

The Project Restore 2.0 grant of \$300,000 awarded to the City of Cumberland will be distributed to sub-grant applicants for use in opening new businesses in previously vacant downtown buildings. The grant was awarded by the MD Department of Housing and Community Development (DHCD) and will be executed and managed by the Main Street Manager.

Of the \$300,000 total grant, \$50,000 will be awarded to Loney's Flower Bar, which will be located at 11 North Liberty Street. The funds will be requested once all agreements are fully executed by the City and the new business. Funds will be paid to the City once the Request for Payment is submitted and approved. The City will then transfer funds to the new business.

All projects must be completed and business must be open by December 31, 2025.

Attachments:

- Sub-Grant Agreement Template between the City of Cumberland and Loney's Flower Bar
- Completed, signed sub grant application with business plan (Exhibit A)
- Scope of work/uses of grant (Exhibit B)
- Fully executed agreement with State of MD DHCD and award letter (Exhibit C)

The term of the agreement begins August 1, 2025 and will expire on December 31, 2025.

Amount of Award: \$50,000

Budget number: N/A

Grant, bond, etc. reference: N/A

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Melinda Kelleher

Item Title: Project Restore 2.0 Grant for Sprinkles Candy Bar at 7 North Liberty Street

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

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

The Project Restore 2.0 grant of \$300,000 awarded to the City of Cumberland will be distributed to sub-grant applicants for use in opening new businesses in previously vacant downtown buildings. The grant was awarded by the MD Department of Housing and Community Development (DHCD) and will be executed and managed by the Main Street Manager.

Of the \$300,000 total grant, \$50,000 will be awarded to Sprinkles Candy Bar, which will be located at 7 North Liberty Street. The funds will be requested once all agreements are fully executed by the City and the new business. Funds will be paid to the City once the Request for Payment is submitted and approved. The City will then transfer funds to the new business.

All projects must be completed and business must be open by December 31, 2025.

Attachments:

- Sub-Grant Agreement Template between the City of Cumberland and Sprinkles Candy Bar
- Completed, signed sub grant application with business plan (Exhibit A)
- Scope of work/uses of grant (Exhibit B)
- Fully executed agreement with State of MD DHCD and award letter (Exhibit C)

The term of the agreement begins August 1, 2025 and will expire on December 31, 2025.

Amount of Award: \$50,000

Budget number: N/A

Grant, bond, etc. reference: N/A

PROJECT RESTORE 2.0 Program
Mayor and City Council of Cumberland Maryland
Sub-Grant Agreement

This Sub-Grant Agreement is by and between the Mayor and City Council of Cumberland Maryland (City) and Madhouse Studios LLC ("Applicant/Tenant") with regard to Applicant receiving funds from Project Restore 2.0 to complete the activities detailed in their original application for 11 North Liberty Street, Cumberland, MD, 21502.

RECITALS:

WHEREAS, the Downtown Development Commission (DDC) through the City applied for Project Restore 2.0 Project funds from the Maryland Department of Housing and Community Development for various projects within the downtown area.

WHEREAS, the DDC solicited applications for projects to be funded to sub-grant recipients.

WHEREAS, the DDC accepted a specific project for funding and desires to enter into a Sub-Grantee Agreement with the Applicant.

WHEREAS, this Sub-Grantee Agreement shall set forth the terms and conditions for the conveyance of grant funds to the Applicant.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants, terms and agreements set forth herein, the City agrees to provide Project Restore 2.0 Project grant funds to Applicant as a Sub-Grantee subject to those covenants, terms, and agreements:

ARTICLE I

General Provisions

1. **Explanation.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as part of this Agreement.
2. **Specific Purpose.** The purpose of this Agreement is to provide the Sub-Grantee with financial assistance to pay for the activities (the "Project Activities") at 11 North Liberty Street, Cumberland, MD ("Property") set forth in the Sub-Grant Application (Exhibit A) attached hereto.
3. **Grant Amount.** City shall provide the Sub-Grantee with a Grant in a total amount not to exceed \$50,000 in accordance with the terms and conditions set forth in this Agreement.
4. **Grant Period.** Applicant shall expend the Grant during the period (the "Grant Period") that commences on August 1, 2025 ("Effective Date") and terminates on December 31, 2025.

ARTICLE II

Requirements

1. Sub-Grantee shall use the Grant funds for only the Project and approved Project Activities. Grantee may not use the Grant for Project Activities or at Properties other than at 11 North Liberty Street, Cumberland, MD, without the prior written consent of the City.
2. The portion of the Grant allocated to fund interior improvements to the Property shall be based upon estimates received from licensed contractors or service providers that could perform work on the Property. If the actual cost of the renovation is less than the portion of the Grant allocated for that Project Activity, the amount of the Grant may be decreased accordingly and Grantee shall return unused funds to City. If the actual cost of a renovation is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee and/or Landlord shall be responsible for the difference.
3. The portion of the Grant allocated to the acquisition of furniture, fixtures, and equipment to allow the applicable Sub-Grantees to be operational shall be based upon estimates. If the actual cost of acquisition is less than the portion of the Grant allocated for that Project Activity, the amount of the Grant may be adjusted accordingly and Grantee shall return unused funds to City. If the actual cost of acquisition is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.

ARTICLE III

Project Definition

1. The scope of the Project shall be defined in the Applicant's application attachments which are attached hereto as Exhibit B and incorporated into this Agreement.
2. Applicant shall not perform any work outside the scope defined in Exhibit B without prior permission of the City.

ARTICLE IV

Applicable Laws

1. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of law's provisions.
2. The entire original contract and terms between the City and the Maryland Department of Housing & Community Development (DHCD) are hereby incorporated in to this Agreement and attached hereto (Exhibit C). Where performance of the activities authorized by this Agreement is approved by DHCD to be carried out by a Sub-Grantee, Grantee shall make the provisions of this Agreement binding on such Sub-Grantee.

ARTICLE V

Indemnity and Hold Harmless

5.1 Sub-grantee shall indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "Department"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub grantee (or its officers, agents, employees, successors or assigns) of any of Mayor and City Council of Cumberland's rights or obligations under this Agreement."

WITNESS the hands and seals of the parties hereto the day and year first above written.

SUB-GRANT APPLICANT/TENANT:

Signature for Loney's Flower Bar LLC

Print Name and Date

LANDLORD:

Signature for Landlord, Ryan Sawyers

Print Name and Date

CITY OF CUMBERLAND:

Signature, Mayor Raymond Morriss, City of Cumberland

Print Name and Date

WITNESS:

Signature, Allison Layton, City Clerk, City of Cumberland

Print Name and Date

WITNESS:

Signature, Melinda Kelleher, Main Street Manager

Print Name and Date

Exhibit "A"

Rawlings Real Estate Holdings LLC
Project Restore Sub-Grant Application

CONTACT NAME: Shannon Sprinkle

PHONE: 301-647-4471 EMAIL: ssprinkle.76@gmail.com

I AM OPENING A NEW BUSINESS ☒ I WILL BE RELOCATING AN EXISTING BUSINESS ☒

NEW BUSINESS NAME: Honeys Flower Bar

EXISTING BUSINESS NAME AND CURRENT ADDRESS: Affairs to Remember

A. NEW BUSINESS APPLICANT:

- 1) BRIEF SUMMARY OF YOUR BUSINESS (TYPE, EXPECTED CUSTOMER BASE, ETC.).
- 2) HAVE YOU OWNED A BUSINESS PREVIOUSLY OR WILL THIS BE YOUR FIRST ENDEAVOR?
- 3) PROOF OF FUNDS: MINIMUM OF \$5,000 IN A BUSINESS OR PERSONAL ACCOUNT FOR START-UP OPERATIONS AND A \$10,000 CREDIT LINE FOR FUTURE EXPENSES.
- 4) DETAILED BUSINESS PLAN (MAXIMUM OF FIVE PAGES).

ATTACH ANSWERS AND DOCUMENTS TO THIS APPLICATION.

B. EXISTING BUSINESS APPLICANT:

- 1) BRIEF SUMMARY OF YOUR BUSINESS (TYPE, CUSTOMER BASE, ETC.).
- 2) # OF YEARS IN BUSINESS 1.
- 3) REASON/DESIRE FOR RELOCATION.
- 4) PROOF OF FUNDS: MINIMUM OF \$5,000 IN A BUSINESS OR PERSONAL ACCOUNT FOR OPERATIONS AND A \$10,000 CREDIT LINE FOR FUTURE EXPENSES?
- 5) IS YOUR BUSINESS CURRENTLY LICENSED AND IN GOOD STANDING WITH THE STATE OF MARYLAND? PLEASE ATTACH A SCREENSHOT OF CERTIFICATE OF GOOD STANDING.

ATTACH ANSWERS AND DOCUMENTS TO THIS APPLICATION.

Rawlings Real Estate Holdings LLC
Project Restore Sub-Grant Application

C. REQUIRED ATTACHMENTS FOR ALL APPLICANTS

- Business Plan (up to five pages)
- Current W-9
- 501c3 if a non-profit
- Federal and State Tax ID#
- Proof of Assets
- Proof of Good Standing from Maryland if applicable

Contact Information:

Printed name of Applicant:

Shannon Sprenkle

Signature:

[Handwritten Signature]

DATE:

4/17/25



CUMBERLAND
DOWNTOWN DEVELOPMENT COMMISSION
A Main Street Maryland Community

Affairs to Remember: Business Plan *Serving Cumberland, Maryland, and surrounding areas*

Executive Summary

Affairs to Remember is an event decor rental and floral experience business based in the local area. The brand combines timeless wedding and event decor rentals with fresh floral designs and interactive experiences. The expanded business would operate through three complementary branches:

- **Affairs to Remember** – Event decor rentals for weddings and special occasions.
- **Loney's Flower Bar** – A build-your-own bouquet experience for events, pop-ups, and custom arrangements.
- **Blooms & Borrow** – A curated floral-themed rental collection, blending faux and fresh elements for stylish, budget-friendly celebrations.

The business would also host pop-up events in collaboration with local vendors, offer seasonal workshops to build community, creativity, and brand loyalty, and provide a charming venue for small bridal and baby showers. In its first year of operations, **Affairs to Remember** generated \$32,000 in revenue, demonstrating strong local interest and growth potential. Future growth will target tourism, community, and experiential offerings in the Cumberland area.

Market Analysis

Local Demand

Cumberland has a strong community spirit and a growing demand for customizable event services. Couples and families seek unique, affordable options for weddings, showers, and seasonal events.

Competitor Overview

- **Traditional Florists:** Cumberland has a notable lack of traditional florists, which presents an opportunity for businesses like Loney's Flower Bar to meet the demand for floral arrangements and personalized experiences.
- **General Event Rentals:** Provide tents and tables, but few offer style-curated decor collections.
- **Event Planners:** May include decor but typically outsource floral arrangements or opt for DIY options.

Opportunity: There is a niche for a business that combines professional floral design, rentable decor, and hands-on client experiences.

Services Overview

Affairs to Remember

- Wedding and event decor rentals
- Tablescape design and centerpiece packages
- Backdrops, arches, and signage
- Hosting intimate bridal and baby showers in a styled studio setting

Loney's Flower Bar

- Build-your-own bouquet bars for weddings, showers, and community events
- Custom floral arrangements for holidays and celebrations
- Bouquet delivery (optional future expansion)
- **Tourist Experiences:** Walk-in bouquet bar for tourists to create keepsake mini arrangements, guided floral sessions, and seasonal flower souvenirs
- "Bloom & Go" bouquet wraps with tags like "I bloomed in Cumberland!"
- Sip & Snip pairing with local cafes or wineries

Blooms & Borrow

- Faux floral rentals (arches, arrangements, table runners)
- Flower walls, bud vase collections, and floral installations
- Budget-friendly add-ons to fresh florals

Pop-Up Events & Vendor Collaborations

- Host pop-up markets featuring local artisans
- Offer mini flower bar experiences at breweries, boutiques, and fairs
- Cross-promotions with Cumberland-based creatives and vendors
- Collaborations with Western Maryland Scenic Railroad, antique shops, and event venues

Workshops & Experiences

- Seasonal floral arrangement workshops (e.g., wreaths, centerpieces, bouquets)
- Holiday-themed decor sessions

- Private party workshops (bridal showers, girls' nights, corporate events)
- **Tourist-Friendly Workshops:** Drop-in floral classes and mini design experiences for weekend travelers and out-of-town guests
- Airbnb-listed experiences and seasonal DIY kits for tourists

Tourist Packages & Pricing

Mother's Day Special: "Sweet Stems"

- Petite hand-tied bouquet in a disposable cup carrier
- Includes a gourmet cupcake in coordinating colors
- Branded tag: "Sweet Stems for Mom" or "Thanks for Helping Me Bloom"
- **\$25–\$30**
- Perfect for gifting, teacher appreciation, and Mother's Day pop-ups

1. "Bloom & Go" Wrap

- 5 stems + greenery
- Wrapped in Kraft paper with "I Bloomed in Cumberland!" tag
- **\$18**

- Walk-in bouquet station with light instructions
- 7–10 stems, vase or wrap
- Take-home floral tip card
- **\$28/person**

3. "Sip & Snip" Experience

- 45-minute guided bouquet class + local café drink ticket
- **\$45/person**
- Perfect for couples or friend groups

4. Airbnb "Welcome Bloom" Kits

- Bud vase + 3 stems + welcome card
- **\$20/kit**
- Optional bulk pricing for host

Signage & Display Suggestions

Studio & Event Signage:

- "Create Your Own Cumberland Bloom"
- "Take a Piece of the Mountains Home with You"
- "Walk-In Flower Fun! ✨ No Booking Needed"
- "Tag us @LoneysFlowerBar with your bouquet!"

Placement Ideas:

- In-studio entry signs and flower cart boards
- Café tabletops and visitor centers
- Rack cards with QR codes for reviews and booking

Marketing Strategy

- Strong visual brand on Instagram, Facebook, and Pinterest
- Vendor partnerships with photographers, venues, and planners
- Community presence via local events and nonprofit tie-ins
- Branded packaging and signage for mobile flower bars/pop-ups
- Collaboration with local tourism sites, Airbnb hosts, inns, and B&Bs to market flower bar experiences to tourists
- Offer rack cards and exclusive discounts through hotel and visitor center partners

Operational Plan

- Studio location: Multi-functional space for retail, storage, workshops, small private events like bridal/baby showers, and walk-in tourist offerings
- Inventory tracking: Digital catalog of rental pieces and floral supplies
- Event calendar: Online booking for rentals, bars, and workshops
- Staff: Floral designers, workshop hosts, setup/teardown crew (part-time/contracted)

Financial Plan

Payroll Projections

- **Florist** – \$20/hr for 20 hours/week = **\$1,600/month**

- **Cashier** – 1 part-time @ \$16/hr for 15 hours/week = **\$960/month**
- **Flowers** – \$1,200/month

Total Estimated Monthly Payroll: **\$2,560.00**

Total Monthly Overhead (excluding payroll): **\$2,650.00**

Combined Total Monthly Overhead + Payroll: **\$5,210.00**

Total Estimated Annual Overhead + Payroll: **\$62,520.00**

Financial Plan

Projected Income: Year 1 (Breakdown)

Decor Rentals

- 2 Princess Packages/month (May–Nov @ \$4,000) = \$8,000/month x 7 months = **\$56,000/year**
- Additional Rentals = \$200/month x 7 months = **\$1,400/year**

Blooms & Borrow

- Faux Floral Rentals = \$500/month x 7 months = **\$3,500/year**

Floral Arrangements

- 3 Small Arrangements/week @ \$35 = \$105/week x 52 = **\$5,460/year**
- 1 Medium Arrangement/week @ \$50 = \$50/week x 52 = **\$2,600/year**
- 1 Large Arrangement/week @ \$100 = \$100/week x 52 = **\$5,200/year**
- 3 Handheld Bouquets/week @ \$30 = \$90/week x 52 = **\$4,680/year**

Workshops & Flower Bar Events

- 1 Workshop/month @ \$200 = **\$2,400/year**
- 1 Flower Bar Party every other month @ \$300 = 6/year = **\$1,800/year**

Bloom & Go Sales

- 2/week @ \$18 = \$36/week x 52 = **\$1,872/year**

Total Projected Income (Year 1): \$84,912.00

Net Income (Year 1)

Total Projected Income: \$84,912.00

Total Annual Overhead + Payroll: \$62,520.00

Estimated Net Profit (Year 1): \$22,392.00

5-Year Growth Strategy

Year 1–2: Strengthen the Foundation

- Increase the frequency of floral workshops from monthly to bi-weekly.
- Offer seasonal floral and decor packages (Valentine's, Fall Harvest, etc.).
- Introduce optional setup and teardown fees for rental services.
- Expand Bloom & Go offerings from 2 to 5 sales per week.

Year 2–3: Broaden Reach & Tourist Appeal

- Launch a mobile flower bar trailer for festivals, weddings, and other pop-up events.
- Implement an online booking system for rentals, flower bar parties, and arrangements.
- Become a preferred vendor at 3–5 regional wedding venues.
- Offer floral delivery subscriptions with weekly or monthly options.

Year 3–4: Grow Inventory and Rental Demand

- Invest in new themed décor collections to serve a broader range of events.
- Create "Wedding in a Box" decor sets for DIY couples.
- Target local businesses with floral service contracts for events and lobbies.
- **Add Corporate Accounts:** Develop standing agreements with local businesses for weekly or seasonal services, such as lobbies, employee appreciation, and events.
Create corporate gifting bundles for holidays and client retention.

Year 4–5: Scale Operations

- Explore opportunities for a second location or seasonal satellite shop.
- Develop a wholesale line of faux floral installations for photographers or venues.
- Launch holiday pop-up kiosks (Christmas, Easter, Mother's Day) in high-traffic areas.

This plan aims to diversify offerings, build recurring revenue, and expand reach both locally and regionally.

Exhibit "B"

Parisian Flower Shop Startup Budget

Item	Cost (USD)
Floral Walk-In Cooler	\$8,000.00
Display Cooler	\$2,500.00
Design Island	\$3,000.00
Chairs & Tables	\$3,522.00
iPad & Computer System	\$2,500.00
POS System (12 months @ \$250/month)	\$3,000.00
Floral Supplies + Ribbon Dispenser	\$1,228.00
Kitchenette	\$2,500.00
Signage	\$1,000.00
Outside Floral Display	\$1,500.00
Outside Flower Cart	\$2,000.00
Custom Shelving	\$3,000.00
Outside Awning	\$1,250.00
Flower Bucket Wall Shelving	\$1,500.00
Inside Floral Display	\$3,000.00
Custom Flooring	\$7,000.00
Lighting	\$2,000.00
Boutique Shelving	\$1,500.00
Total	\$50,000.00

Exhibit "C"



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB DAY
Secretary
JULIA GLANZ
Deputy Secretary

2024-07-09

Mayor & City Council of Cumberland, Maryland
Cumberland, MD, 21502

Dear Mayor & City Council of Cumberland, Maryland,

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your request for the Project Restore 2.0 (FY2024) funding has been approved in the amount of 300000 to support Mayor & City Council of Cumberland, Maryland to activate certain vacant property/s listed in your application.

The award is conditional upon the timely execution of a grant agreement between Mayor & City Council of Cumberland, Maryland and the Maryland Department of Housing and Community Development. Please login to Maryland OneStop to review and sign your agreement within five days of receipt of this letter.

The grant term ends on December 31, 2025 at which time all awarded properties must be operational and all grant funds must be expended.

If you have any questions on this award or your grant agreement, please contact DHCD program staff at DHCD.ProjectRestore@maryland.gov or call 410-209-5847.

Sincerely,

Carol A. Gilbert

Assistant Secretary

Melinda Kelleher

☒ I agree to be legally bound by this document.

Name of authorized signee

Melinda Kelleher

Title of authorized signee

Executive Director - Downtown Development Commission

Date of signature

Apr 23, 2024

PROJECT RESTORE 2.0 PROGRAM

GRANT AGREEMENT

Based upon your application, dated 4/23/2024, and supporting documentation, including the W-9 Form (collectively, the "Application") for a Project Restore 2.0 Program (the "Program") grant to the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), DHCD has determined that the entity identified below (the "Grantee") is eligible for a grant (the "Grant") up to the amount set forth below as the Grant Amount.

Grantee

Mayor & City Council of Cumberland, Maryland

Grant Amount

\$300,000.00

This Project Restore 2.0 Program Grant Agreement (this "Agreement"), by and between DHCD and the Grantee, is entered into as of the date it is executed by DHCD (the "Effective Date").

Recitals

Whereas, pursuant to Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("ARPA"), the U.S. Department of Treasury ("Treasury") has

granted Coronavirus State and Local Fiscal Recovery Funds ("**SLFR Funds**") to the State of Maryland (the "**State**") to respond to the economic and public health impacts of COVID-19.

Whereas, a portion of the State's SLFR Funds has been delivered to DHCD to administer the Program to improve the livability and economic potential of communities in the State through targeted investments to occupy vacant properties in local business districts and support small businesses. DHCD shall use the SLFR Funds, or any other funds it determines are appropriate, to administer the Program pursuant to its general authority to accept and comply with the terms and conditions of funds from third parties and its authority to attach terms and conditions to financial assistance. Md. Code Ann., Hous. & Cmty. Dev. §2-102(a)(6), §2-102(a)(7) (2023). ARPA, together with any applicable federal regulations and guidance, including but not limited to, the Final Rule related to SLFRF Funds, effective April 1, 2022; Treasury's Compliance and Reporting Guidance for SLFRF, dated December 14, 2023; any other rules or guidance promulgated by Treasury; and any associated regulations promulgated thereunder, and the statutory, regulatory and programmatic rules governing such other source of funds DHCD determines is appropriate to fund the Program, all as may be amended, supplemented, or updated, are referred to herein collectively as the "**Act.**"

Whereas, Grantee has applied to DHCD for a grant under the Program and, in reliance upon the representations and provisions of the Application and this Agreement, DHCD has approved the Grant to be expended by Grantee in accordance with this Agreement, DHCD's Program Policy Guide, if any, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the foregoing Recitals, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to make sub-grants (the "**Sub-Grants**") to eligible entities (the "**Sub-Grantees**") to pay for the activities (the "**Project Activities**") at the locations (each, a "**Property**") set forth in Exhibit A attached hereto (the "**Project**"). Following Grantee's written request, DHCD, in its sole determination, may modify the Project Activities and the Properties by written notice to the Grantee.
2. Grant Amount. DHCD shall provide the Grantee with a Grant in a total amount not to exceed the Grant Amount set forth above in accordance with the terms and conditions set forth in this Agreement.
3. Grant Period. Grantee shall expend the Grant during the period (the "**Grant Period**") that commences on the Effective Date and terminates on **December 31, 2025**. DHCD, in its sole determination, may extend the Grant Period by written notice to the Grantee.
4. Conditions Precedent to Disbursement.

Grant allocated for that Project Activity, the amount of the Grant may be adjusted accordingly and Grantee shall return unused funds to DHCD. If the actual cost of acquisition is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.

6. The Grant may not be used for acquisition of real property or to pay or reimburse Grantee or Sub-Grantees for executive salaries or bonuses.

7. Grantee shall expend the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Vacating the Property. Grantee shall notify DHCD promptly in writing if a Sub-Grantee (i) has vacated or intends to vacate a Property; (ii) receives a notice of eviction related to the Property; or (iii) experiences a material impact to its ability to occupy the Property due to a fire or other casualty. DHCD, in its sole determination, may recapture any portion of the Grant allocated to such Sub-Grantee that has not been expended, or may provide written consent for the Grantee to allocate such unexpended portion of the Grant to a different Project Activity.

7. Disbursement of the Grant.

1. The portion of the Grant allocated to Grantee's operating and administrative costs, such as staff salaries or program administration, shall be disbursed following the Effective Date.
2. Prior to receiving a disbursement of Grant funds for costs related to implementing any Project Activity, Grantee shall submit a request for payment ("RFP"), in a manner and form and containing such information that DHCD requires. DHCD shall disburse the amount set forth on an RFP following DHCD's approval of such RFP.
3. In the event the submitted RFP includes a Project Activity or a Property that has not been previously approved in writing by DHCD, DHCD, in its sole discretion, may decline to allocate any portion of the Grant to such Project Activity or Property.
4. All disbursements of the Grant funds are subject to the availability and sufficiency of Program funds.
5. DHCD reserves the right to make any disbursement contingent upon completion of the Project Activities in a manner acceptable to DHCD.
6. DHCD reserves the right not to disburse all or any portion of the Grant if, in its sole determination: (i) Grantee failed to supply any material fact in an RFP; (ii) Grantee's RFP, when combined with prior RFPs, exceeds the total amount of the Grant; (iii) Grantee is in default under the terms of this Agreement; or (iv) the Project or Project Activities are not proceeding to the satisfaction of DHCD.
7. All costs incurred by Grantee or Sub-Grantees before the Effective Date and before the approval of the RFP are incurred voluntarily, at the Grantee or Sub-Grantee's risk and upon their own credit and expense.

8. Default and Remedies.

4. Additional Documentation. Grantee shall provide DHCD with such additional records, reports, and other documentation relating to the Project as may be required by DHCD from time to time.
10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept, or shall cause Sub-Grantee to accept, assistance from DHCD or DHCD's designee if DHCD determines such assistance is necessary.
11. Grantee's Certifications. Grantee certifies that, as of the Effective Date and continuing through the term of this Agreement:
 1. Grantee is: (i) a tax-exempt nonprofit organization that works to improve a specific jurisdiction within the State, substantially contributes to the economic development and/or historic preservation of the local business district and supports the small businesses within the jurisdiction it serves; (ii) a designated State or Baltimore City Main Street Maryland community; (iii) a designated Arts & Entertainment district; or (iv) a local government.
 2. Located in the State and is duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
 3. If Grantee is not exempt from registering with the Maryland State Department of Assessments and Taxation ("**SDAT**"), Grantee is in good standing with SDAT or, if a general partnership or sole proprietorship, is registered with SDAT.
 4. If Grantee is not exempt from registering with SDAT, Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the "**Corporate Diversity Act**") and has provided to DHCD: (1) an affidavit attesting that Grantee is not required to submit the corporate diversity addendum (the "**Addendum**") described by the Corporate Diversity Act; or (2) an affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the affidavit and the Addendum, if applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the affidavit or Addendum is false when made, DHCD may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 5. Grantee maintains an office in, and each Property is located in, an area that has been designated as a sustainable community pursuant to Md. Code Ann., Hous. & Cmty. Dev. §6-205 (2023).
 6. Grantee has at least one 0.5 time dedicated Full Time Equivalent (FTE) paid staff member.
 7. This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
 8. A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "**Interested Person**"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

19. Grantee shall confirm that any Property located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, carries appropriate flood insurance coverage.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

1. Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.
2. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 1. Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;
 2. Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;
 3. Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;
 4. DHCD's Minority Business Enterprise Program, as amended;
 5. The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
 6. The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);
 7. The Americans with Disabilities Act of 1990, as amended;
 8. State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);
 9. The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and
 10. All other applicable federal and State laws, regulations, and rules.

13. Indemnification.

1. Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from,

16. Amendment. Other than as specifically set forth herein, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and Grantee.
17. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.
18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
19. Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement, this Agreement shall be effective as of the Effective Date and shall remain in effect until DHCD closes out the Project in accordance with its procedures for closing out projects. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
20. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
21. Signature. Grantee must provide an executed Agreement to DHCD within five (5) business days after the date this Agreement is received by the Grantee. If the Grantee fails to provide an executed Agreement within the time frame set forth herein, DHCD, in its sole discretion, may rescind the Grant.
22. Notices. All notices required hereunder shall be in writing and shall be sent to DHCD at: Department of Housing and Community Development, Division of Neighborhood Revitalization, 2 N Charles St, Suite 450, Baltimore, MD 21201, Attn: Project Restore 2.0 Program and to the Grantee at the address set forth in Grantee's Application or at such other address provided by Grantee to DHCD in writing.
23. **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THE GRANT, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THIS AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THIS AGREEMENT

Property Condition

Poor

Current zoning for the property

Commercial

Will a change in zoning be required for this property given the intended use?

No

Is this property historic?

Yes

- DHCD will work with awardees to coordinate with the Maryland Historical Trust (MH) after funding decisions are made to ensure compliance as necessary for each property activated with these funds.
- Historic is defined as a building that is individually listed in the National Register, located within a listed National Register Historic District, or was surveyed in the Maryland Inventory of Historic Properties and include a link to MEDUSA. You can verify the property here- [Medusa Maryland's Cultural Resource Information System - Version 1.6](#)

Landlord / property owner**First Name**

Jay

Last Name

McKee

Title

CEO

Company Affiliation

Katherine James Realty Company, LLC

Email

katherinejamesrealty@gmail.com

Phone Number

434-420-6661

Total rentable sq/ft

1200

Rent sq/ft or sale price

\$1.67

Most recent use

Retail (that is not restaurant/cafe)

Vacant since

01/2024

Title	Company Affiliation
Owner	Rawlings Real Estate Holdings, LLC
Email	Phone Number
ryansawyers@hotmail.com	765-413-4915

Total rentable sq/ft	Rent sq/ft or sale price
-----------------------------	---------------------------------

1600	\$1.60
------	--------

Most recent use	Vacant since
------------------------	---------------------

Retail (that is not restaurant/cafe)	06/2019
--------------------------------------	---------

	Property priority
--	--------------------------

Property Details	3
-------------------------	---

Street Address	Suite / unit #
-----------------------	-----------------------

123 Baltimore Street	
----------------------	--

City	State
-------------	--------------

Cumberland	MD
------------	----

Zip	
------------	--

21502	
-------	--

Property Condition	
---------------------------	--

Fair	
------	--

Current zoning for the property	
--	--

Commercial	
------------	--

Will a change in zoning be required for this property given the intended use?	
--	--

No	
----	--

Activity

Priority #1 74 Baltimore Street - Robey Stucco in Frederick, MD
 quote for work: Scope of Work: Install staging/scaffolding to perform work; Install cover/protection to adjacent areas; Remove existing damaged, loose, cracked and "bulged" stucco - This proposal covers up to 50% of the wall being removed; Fill in areas with missing brick with a stucco mix; Repair all bad patches and uneven surfaces; Straighten out all corner and trim areas from old patches; Use Rapid Patch to repair larger cracks; Remove finish/paint (approximately 10%) on all sound existing stucco around areas of repairs; Lightly grind all surrounding edges of the repaired areas in order to tie in new system; Lightly grind all remaining walls in the area; Prep and clean all surfaces prior to installing new system as needed to rebuild areas after removing bad stucco; Install 15lbs felt paper to wood sheathing - Install 2.5 lb. self-furring metal lath, (galvanized) over felt paper to sheathing as needed - Install 3/4" casing bead and expansion bead as needed - Install corner bead at outside corners only as needed - Install (1) scratch coat over and embedded into metal lath - Install (1) brown coat over scratch coat; Apply a bonding agent as needed; Install synthetic base coat with embedded fiber mesh over existing stucco and newly patched stucco areas; Install finish coat over base coat (color and standard texture to be approved) - Color and standard texture will not match a 100%; Includes dump fees and any equipment rental if needed; Area of work: Left elevation on the entire wall; *Do to the constant fluctuations in material costs and the project begins 30 days after it has been accepted. Robey Stucco has the discretion to adjust base dollars and options for material cost changes. ** We have not included any framing, sheathing, sub-straight repairs or any other work needed behind existing system. All repairs 5%.

Requested Amount**\$100,000.00**

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024** at **1:55 pm**

Status: *Award Agreement Review*

Authorized Signature

Melinda Kelleher

☒ I agree to be legally bound by this document.

Name of Authorized Signee

Title of Authorized Signee

Melinda Kelleher

Executive Director

Date of Signature

Jul 18, 2024

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024** at **1:55 pm**

Status: *Award Agreement Executed*

Award Agreement Leadership Signature

DHCD Signature & Title

Carol Gilbert, DHCD Assistant Secretary

☒ I agree to be legally bound by this document.

Effective Date

Jul 30, 2024

PROJECT RESTORE 2.0 Program
Mayor and City Council of Cumberland Maryland
Sub-Grant Agreement

This Sub-Grant Agreement is by and between the Mayor and City Council of Cumberland Maryland (City) and Sprinkles Candy Bar LLC ("Applicant/Tenant") with regard to Applicant receiving funds from Project Restore 2.0 to complete the activities detailed in their original application for 7 North Liberty Street, Cumberland, MD, 21502.

RECITALS:

WHEREAS, the Downtown Development Commission (DDC) through the City applied for Project Restore 2.0 Project funds from the Maryland Department of Housing and Community Development for various projects within the downtown area.

WHEREAS, the DDC solicited applications for projects to be funded to sub-grant recipients.

WHEREAS, the DDC accepted a specific project for funding and desires to enter into a Sub-Grantee Agreement with the Applicant.

WHEREAS, this Sub-Grantee Agreement shall set forth the terms and conditions for the conveyance of grant funds to the Applicant.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants, terms and agreements set forth herein, the City agrees to provide Project Restore 2.0 Project grant funds to Applicant as a Sub-Grantee subject to those covenants, terms, and agreements:

ARTICLE I

General Provisions

1. Explanation. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as part of this Agreement.
2. Specific Purpose. The purpose of this Agreement is to provide the Sub-Grantee with financial assistance to pay for the activities (the "Project Activities") at 7 North Liberty Street, Cumberland, MD ("Property") set forth in the Sub-Grant Application (Exhibit A) attached hereto.
3. Grant Amount. City shall provide the Sub-Grantee with a Grant in a total amount not to exceed \$50,000 in accordance with the terms and conditions set forth in this Agreement.
4. Grant Period. Applicant shall expend the Grant during the period (the "Grant Period") that commences on August 1, 2025 ("Effective Date") and terminates on December 31, 2025.

ARTICLE II

Requirements

1. Sub-Grantee shall use the Grant funds for only the Project and approved Project Activities. Grantee may not use the Grant for Project Activities or at Properties other than at 7 North Liberty Street, Cumberland, MD, without the prior written consent of the City.
2. The portion of the Grant allocated to fund interior improvements to the Property shall be based upon estimates received from licensed contractors or service providers that could perform work on the Property. If the actual cost of the renovation is less than the portion of the Grant allocated for that Project Activity, the amount of the Grant may be decreased accordingly and Grantee shall return unused funds to City. If the actual cost of a renovation is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee and/or Landlord shall be responsible for the difference.
3. The portion of the Grant allocated to the acquisition of furniture, fixtures, and equipment to allow the applicable Sub- Grantees to be operational shall be based upon estimates. If the actual cost of acquisition is less than the portion of the Grant allocated for that Project Activity, the amount of the Grant may be adjusted accordingly and Grantee shall return unused funds to City. If the actual cost of acquisition is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.

ARTICLE III

Project Definition

1. The scope of the Project shall be defined in the Applicant's application attachments which are attached hereto as Exhibit B and incorporated into this Agreement.
2. Applicant shall not perform any work outside the scope defined in Exhibit B without prior permission of the City.

ARTICLE IV

Applicable Laws

1. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of law's provisions.
2. The entire original contract and terms between the City and the Maryland Department of Housing & Community Development (DHCD) are hereby incorporated in to this Agreement and attached hereto (Exhibit C). Where performance of the activities authorized by this Agreement is approved by DHCD to be carried out by a Sub-Grantee, Grantee shall make the provisions of this Agreement binding on such Sub-Grantee.

ARTICLE V

Indemnity and Hold Harmless

5.1 Sub-grantee shall indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "Department"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub grantee (or its officers, agents, employees, successors or assigns) of any of Mayor and City Council of Cumberland's rights or obligations under this Agreement."

WITNESS the hands and seals of the parties hereto the day and year first above written.

SUB-GRANT APPLICANT/TENANT:

_____ Signature for Sprinkles Candy Bar LLC

_____ Print Name and Date

LANDLORD:

_____ Signature for Landlord, Ryan Sawyers

_____ Print Name and Date

CITY OF CUMBERLAND:

_____ Signature, Mayor Raymond Morriss, City of Cumberland

_____ Print Name and Date

WITNESS:

_____ Signature, Allison Layton, City Clerk, City of Cumberland

_____ Print Name and Date

WITNESS:

_____ Signature, Melinda Kelleher, Main Street Manager

_____ Print Name and Date

Exhibit "A"

Rawlings Real Estate Holdings LLC Project Restore Sub-Grant Application

CONTACT NAME: Amanda Smeadman

PHONE: 301-876-3401 EMAIL: SprinklesCandyBar@gmail.com

I AM OPENING A NEW BUSINESS ☒ I WILL BE RELOCATING AN EXISTING BUSINESS ☐

NEW BUSINESS NAME: Sprinkles Candy Bar

EXISTING BUSINESS NAME AND CURRENT ADDRESS: _____

A. NEW BUSINESS APPLICANT:

- 1) BRIEF SUMMARY OF YOUR BUSINESS (TYPE, EXPECTED CUSTOMER BASE, ETC.).
- 2) HAVE YOU OWNED A BUSINESS PREVIOUSLY OR WILL THIS BE YOUR FIRST ENDEAVOR?
- 3) ☒ PROOF OF FUNDS: MINIMUM OF \$5,000 IN A BUSINESS OR PERSONAL ACCOUNT FOR START-UP OPERATIONS AND A \$10,000 ☒ CREDIT LINE FOR FUTURE EXPENSES.
- 4) DETAILED BUSINESS PLAN (MAXIMUM OF FIVE PAGES).

ATTACH ANSWERS AND DOCUMENTS TO THIS APPLICATION.

B. EXISTING BUSINESS APPLICANT:

- 1) BRIEF SUMMARY OF YOUR BUSINESS (TYPE, CUSTOMER BASE, ETC.).
- 2) # OF YEARS IN BUSINESS _____.
- 3) REASON/DESIRE FOR RELOCATION.
- 4) PROOF OF FUNDS: MINIMUM OF \$5,000 IN A BUSINESS OR PERSONAL ACCOUNT FOR OPERATIONS AND A \$10,000 CREDIT LINE FOR FUTURE EXPENSES?
- 5) IS YOUR BUSINESS CURRENTLY LICENSED AND IN GOOD STANDING WITH THE STATE OF MARYLAND? PLEASE ATTACH A SCREENSHOT OF CERTIFICATE OF GOOD STANDING.

ATTACH ANSWERS AND DOCUMENTS TO THIS APPLICATION.

Rawlings Real Estate Holdings LLC
Project Restore Sub-Grant Application

C. REQUIRED ATTACHMENTS FOR ALL APPLICANTS

Business Plan (up to five pages)

Current W-9

501c3 if a non-profit

Federal and State Tax ID#

Proof of Assets

Proof of Good Standing from Maryland if applicable

Contact Information:

Printed name of Applicant: Aminda Simpson

Signature: Aminda Simpson

DATE: 4/12/25



CUMBERLAND
DOWNTOWN DEVELOPMENT COMMISSION
A Main Street Maryland Community

Sprinkles Candy Bar

Executive Summary

Sprinkles Candy Bar is a new boutique-style candy shop. Designed to be a vibrant and nostalgic experience for kids and adults alike, the shop will offer a variety of confections including by-the-pound candies, nostalgic treats, and dietary-friendly options (sugar-free, gluten-free, vegan). The store will be set up for high-volume foot traffic, community integration, and long-term profitability through additional revenue streams like events, online sales, and seasonal promotions.

Mission Statement

To spark joy and create lasting memories by delivering a one-of-a-kind candy shopping experience for all ages—where sweet nostalgia, local flavor, and inclusive offerings meet.

Business Objectives

- Generate **\$200,000 in sales** in Year 1 with a target net margin of **15%**.
- Become a **go-to community spot** for locals and tourists alike within 6 months of opening.
- Expand into **online ordering and event catering** within the first year.
- Offer **DIY candy experiences** (mix-your-own boxes, birthday parties, etc.) by Year 2.

Why Downtown Cumberland, MD?

As someone who has another successful business in the area, I can confidently say that location is everything, and Sprinkles Candy Bar in Downtown Cumberland would be a great addition.

Foot Traffic

Downtown Cumberland boasts steady pedestrian movement, especially during weekends and local events. With nearby boutiques, coffee shops, the pedestrian mall, and Canal Place, there is a natural draw for families, tourists, and workers on breaks.

Tourism & Events

The area sees regular tourism from the Great Allegheny Passage, Western Maryland Scenic Railroad, local festivals (like Heritage Days), and Canal Place visitors. Sprinkles will tap into those events with pop-up carts, samples, and event-themed treats.



Community-Centric

Downtown is going through a cultural and commercial revitalization. Parents want safe, exciting places for kids. Adults crave nostalgia. Employees want a treat on their break. Sprinkles will be the place for *everyone*.

Target Market

- **Primary:** Families with young children (ages 3–12), parents, and grandparents
- **Secondary:** Downtown workers, tourists, and young adults (ages 20–35)
- **Tertiary:** Health-conscious shoppers seeking vegan, sugar-free, or gluten-free treats

Products & Services



Core Products

- **By-the-pound candy bar:** Gummies, sour belts, jelly beans, chocolate gems, taffy
- **Nostalgic favorites:** Pop Rocks, candy cigarettes, wax bottles, Charleston Chews, Mary Janes
- **Health & allergy-friendly treats:** SmartSweets, No Whey, YumEarth, sugar-free sours



Add-On Revenue Streams

- **Candy bundles & gift sets:** Seasonal, birthday, local-themed boxes
- **Monthly subscription boxes**
- **Event catering & bulk orders**
- **In-store birthday parties (Phase 2)**
- **Online ordering & local delivery (Phase 2)**

Store Design & Layout

- “By-the-pound” bar with scoop bins
- Nostalgia-themed display
- Dietary-friendly + holiday rotation
- Gift packs & local bundle sets
- Checkout zone: impulse items (lollipops, mini toys, single-serve packs)

Marketing Strategy

Digital Presence

- **Instagram & Facebook** for product showcases, nostalgic posts, behind-the-scenes, and promotions
- **Google Ads** targeting “candy near me,” “gluten-free candy,” “fun things to do in Cumberland”
- **Email list** for discounts, exclusive treats, and birthday club

Local Integration

- Partner with downtown businesses for cross-promotions
- Sponsor local events and school programs
- Set up a booth at seasonal festivals

Operations Plan

Store Hours

- Tuesday–Friday: 11 AM – 7 PM
- Saturday: 9 AM – 3 PM
- Sunday: 11 AM – 3 PM
- Closed Mondays (ideal for inventory and restocking), but willing to open if the demand is there.

Sprinkles would also extend hours during events.

Team

- 1 Full-Time Manager (already selected)
- 2 Part-Time Employees (teens/college students preferred for flexibility)
- Owner-led operations at launch

Financial Plan

Start-Up Costs

Expense	Estimated Cost
Renovations & Setup	\$15,000
Initial Inventory	\$8,000
Displays, bins, signage, POS	\$20,000
Tech & Point-of-Sale System	\$1,000
Equipment (shelving, scoop bins)	\$2,000
Marketing & Website	\$1,000
Legal, insurance, and licenses	\$1,000
Total Start-Up Investment	\$48,000

Funded in part by a \$50,000 grant (remainder for rent)

Projected First-Year Financials

Revenue Stream	Monthly Estimate	Annual Total
In-Store Candy Sales	\$14,000	\$168,000
Gift Packs & Bundles	\$1,500	\$18,000
Local Events & Pop-ups	\$1,200	\$14,400
Total Sales	\$16,700	\$200,400

Expense	Monthly Avg	Annual Total
Payroll (incl. taxes)	\$5,833	\$70,000
Rent	TBD	TBD
Utilities	\$750	\$9,000
Insurance	\$125	\$1,500
Inventory Repurchasing	\$5,800	\$69,600
Marketing & Supplies	\$1,200	\$14,400
Total Expenses	\$13,708	\$164,500

Depending on cost of rent will determine net profit for the first year. We anticipate the additional services and offerings being added in year 2 to grow our profit margin significantly.

Growth Plan (Years 2–3)

- **Year 2 Goals:**
 - Expand into birthday party hosting and local delivery
 - Add online ordering
 - Add candy-making workshops for families
- **Year 3 Goals:**
 - Create licensing opportunities or secondary location
 - Launch a house-made product line
 - Establish wholesale accounts with local shops for private label candy

Conclusion

Sprinkles Candy Bar is more than a store—it's a **destination**, a **memory-maker**, and a **local staple** in the making. With the right mix of fun, nostalgia, inclusivity, and solid operations, this business is set up to thrive in downtown Cumberland's revitalizing landscape.

Exhibit B

Table 1

ITEM/EXPENSE	COST	PURCHASE FROM	QUANTITY	TOTAL COST
1.5 GALLON ACRYLIC CANDY BIN W/SCOOP & LID	\$46.00	AZARDISPLAYS.COM	45	\$2070.00
3.7 GALLON CLEAR ACRYLIC CANDY BIN W/SCOOP & LID	\$36.00	AZARDISPLAYS.COM	40	\$1674.47
3 TIER WHITE DISPLAY TABLE	\$520.00	ULINE.COM	2	\$1040.00
NESTING TABLES, SET OF 2	\$531.00	DISPLAYS2GO.COM	2	\$1125.70
L-SHAPED CHECKOUT DESK	\$481.00	WAYFAIR.COM	1	\$481.00
WHITE SLATWALL PANEL (2PK)	\$270.00	ULINE.COM	2	\$540.00
CLEAR BINS FOR SLAT WALL (10PK)	\$85.00	ULINE.COM	3	\$255.00
SLATWALL WIRE BASKETS (6PK)	\$44.00	ULINE.COM	2	\$88.00
WHITE MERCHANDISER REFRIGERATOR	\$1299.00	WEBSTAURANT.COM	2	\$2598.00
POS SYSTEM	\$459.00	SHOPIFY.COM	2	\$973.09
IPAD FOR CHECKOUT & INVENTORY	\$529.00	AMAZON.COM	2	\$1058.00
4-TIER WIRE ROTATING BASKETS	\$161.00	DISPLAYS2GO.COM	2	\$322.00
JELLY BELLY GRAVITY DISPLAY	\$3150.00	NASSAUCANDY.COM	1	\$3150.00
RETAIL DISPLAY CASE	\$700.00	ANTDISPLAY.COM	5	\$3500.00
SLUSHIE MACHINE	\$1488.99	VEVOR.COM	1	\$1488.99
STORAGE SHELVES	\$151.65	AMAZON.COM	1	\$151.65
STORAGE BINS (4PK)	\$57.99	AMAZON.COM	3	\$203.67
FIREPROOF MONEY BOX/SAFE	\$43.98	AMAZON.COM	1	\$43.98
TENT/CANOPY FOR EVENTS	\$136.79	AMAZON.COM	1	\$136.79
RETRACTABLE BANNER	\$262.49	VISTAPRINT.COM	1	\$262.49
BARSTOOLS (2)	\$129.99	AMAZON.COM	2	\$259.98
CUSTOM GUMMY BEAR LIGHT FIXTURE	\$500.00	MYSTIC MOON CREATIONS	1	\$500.00
CURVE TOP ICE CREAM FREEZER	\$719.00	WEBSTAURANT.COM	1	\$719.00
DISH TABLE/SINK	\$619.00	WEBSTAURANT.COM	1	\$619.00
WIRE STORAGE SHELVES	\$179.99	WEBSTAURANT.COM	1	\$179.99
UNDERCOUNTER REFRIGERATOR	\$1599.00	WEBSTAURANT.COM	1	\$1599.00
CANDY CART FOR EVENTS	\$421.35	AMAZON.COM	1	\$421.35
CASH DRAWER	\$69.25	AMAZON.COM	1	\$69.25
6FT FOLDING TABLE	\$97.99	AMAZON.COM	2	\$207.74
2PK TABLE CLOTH FOR FOLDING TABLE	\$24.29	AMAZON.COM	1	\$24.29
WINDOW SIGN	\$140.19	VISTAPRINT.COM	1	\$140.19
DOOR SIGN WINDOW VINYL	\$26.99	VISTAPRINT.COM	1	\$26.99
NEON OPEN SIGN	\$33.98	AMAZON.COM	1	\$33.98
CHALKBOARD SIGN FOR OUTSIDE	\$62.99	AMAZON.COM	1	\$62.99
I WANT CANDY NEON SIGN	\$115.88	AMAZON.COM	1	\$115.88
OFFICE CHAIR	\$99.98	AMAZON.COM	1	\$99.98
35 GALLON TRASH CAN	\$69.99	WEBSTAURANT.COM	1	\$69.99
OUTDOOR TABLE/CHAIRS	\$264.99	WEBSTAURANT.COM	1	\$264.99
CUSTOM LED LOGO SIGN	\$69.99	AMAZON.COM	1	\$69.99
BARCODE SCANNER	\$32.77	AMAZON.COM	2	\$65.54
STAR RECEIPT PRINTER	\$217.90	AMAZON.COM	1	\$217.90
SCALE TO WEIGH CANDY	\$188.99	WEBSTAURANT.COM	1	\$188.99
LABEL MAKER	\$34.49	AMAZON.COM	1	\$34.49

GLOVES PER CASE	\$38.49	WEBSTAURANT.COM	3	\$115.47	
TONGS	\$1.49	WEBSTAURANT.COM	14	\$20.86	
FIRE EXTINGUISHER	\$76.95	WALMART.COM	1	\$76.95	
FIRST AID KIT	\$45.98	AMAZON.COM	1	\$45.98	
CASE OF TRASH BAGS	\$22.99	WEBSTAURANT.COM	1	\$22.99	
SECURITY CAMERAS	\$259.99	AMAZON.COM	1	\$259.99	
STEP LADDER	\$49.99	AMAZON.COM	1	\$49.99	
RENOVATIONS (BAR, PLUMBING, LIGHTING, FLOORING)	\$10000.00			\$10000.00	
RENT	\$12000.00			\$12000.00	
TOTAL				\$49746.56	

Exhibit "C"



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB DAY
Secretary
JULIA GLANZ
Deputy Secretary

2024-07-09

Mayor & City Council of Cumberland, Maryland
Cumberland, MD, 21502

Dear Mayor & City Council of Cumberland, Maryland,

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your request for the Project Restore 2.0 (FY2024) funding has been approved in the amount of 300000 to support Mayor & City Council of Cumberland, Maryland to activate certain vacant property/s listed in your application.

The award is conditional upon the timely execution of a grant agreement between Mayor & City Council of Cumberland, Maryland and the Maryland Department of Housing and Community Development. Please login to Maryland OneStop to review and sign your agreement within five days of receipt of this letter.

The grant term ends on December 31, 2025 at which time all awarded properties must be operational and all grant funds must be expended.

If you have any questions on this award or your grant agreement, please contact DHCD program staff at DHCD.ProjectRestore@maryland.gov or call 410-209-5847.

Sincerely,

Carol A. Gilbert

Assistant Secretary

Melinda Kelleher

I agree to be legally bound by this document.

Name of authorized signee

Melinda Kelleher

Title of authorized signee

Executive Director - Downtown Development Commission

Date of signature

Apr 23, 2024

PROJECT RESTORE 2.0 PROGRAM

GRANT AGREEMENT

Based upon your application, dated 4/23/2024, and supporting documentation, including the W-9 Form (collectively, the "**Application**") for a Project Restore 2.0 Program (the "**Program**") grant to the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), DHCD has determined that the entity identified below (the "**Grantee**") is eligible for a grant (the "**Grant**") up to the amount set forth below as the Grant Amount.

Grantee

Mayor & City Council of Cumberland, Maryland

Grant Amount

\$300,000.00

This Project Restore 2.0 Program Grant Agreement (this "**Agreement**"), by and between DHCD and the Grantee, is entered into as of the date it is executed by DHCD (the "**Effective Date**").

Recitals

Whereas, pursuant to Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("**ARPA**"), the U.S. Department of Treasury ("**Treasury**") has

granted Coronavirus State and Local Fiscal Recovery Funds ("**SLFR Funds**") to the State of Maryland (the "**State**") to respond to the economic and public health impacts of COVID-19.

Whereas, a portion of the State's SLFR Funds has been delivered to DHCD to administer the Program to improve the livability and economic potential of communities in the State through targeted investments to occupy vacant properties in local business districts and support small businesses. DHCD shall use the SLFR Funds, or any other funds it determines are appropriate, to administer the Program pursuant to its general authority to accept and comply with the terms and conditions of funds from third parties and its authority to attach terms and conditions to financial assistance. Md. Code Ann., Hous. & Cmty. Dev. §2-102(a)(6), §2-102(a)(7) (2023). ARPA, together with any applicable federal regulations and guidance, including but not limited to, the Final Rule related to SLFRF Funds, effective April 1, 2022; Treasury's Compliance and Reporting Guidance for SLFRF, dated December 14, 2023; any other rules or guidance promulgated by Treasury; and any associated regulations promulgated thereunder, and the statutory, regulatory and programmatic rules governing such other source of funds DHCD determines is appropriate to fund the Program, all as may be amended, supplemented, or updated, are referred to herein collectively as the "**Act.**"

Whereas, Grantee has applied to DHCD for a grant under the Program and, in reliance upon the representations and provisions of the Application and this Agreement, DHCD has approved the Grant to be expended by Grantee in accordance with this Agreement, DHCD's Program Policy Guide, if any, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the foregoing Recitals, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to make sub-grants (the "**Sub-Grants**") to eligible entities (the "**Sub-Grantees**") to pay for the activities (the "**Project Activities**") at the locations (each, a "**Property**") set forth in Exhibit A attached hereto (the "**Project**"). Following Grantee's written request, DHCD, in its sole determination, may modify the Project Activities and the Properties by written notice to the Grantee.
2. Grant Amount. DHCD shall provide the Grantee with a Grant in a total amount not to exceed the Grant Amount set forth above in accordance with the terms and conditions set forth in this Agreement.
3. Grant Period. Grantee shall expend the Grant during the period (the "**Grant Period**") that commences on the Effective Date and terminates on **December 31, 2025**. DHCD, in its sole determination, may extend the Grant Period by written notice to the Grantee.
4. Conditions Precedent to Disbursement.

Grant allocated for that Project Activity, the amount of the Grant may be adjusted accordingly and Grantee shall return unused funds to DHCD. If the actual cost of acquisition is more than the portion of the Grant allocated for that Project Activity, the Sub-Grantee shall be responsible for the difference.

6. The Grant may not be used for acquisition of real property or to pay or reimburse Grantee or Sub-Grantees for executive salaries or bonuses.

7. Grantee shall expend the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Vacating the Property. Grantee shall notify DHCD promptly in writing if a Sub-Grantee (i) has vacated or intends to vacate a Property; (ii) receives a notice of eviction related to the Property; or (iii) experiences a material impact to its ability to occupy the Property due to a fire or other casualty. DHCD, in its sole determination, may recapture any portion of the Grant allocated to such Sub-Grantee that has not been expended, or may provide written consent for the Grantee to allocate such unexpended portion of the Grant to a different Project Activity.

7. Disbursement of the Grant.

1. The portion of the Grant allocated to Grantee's operating and administrative costs, such as staff salaries or program administration, shall be disbursed following the Effective Date.
2. Prior to receiving a disbursement of Grant funds for costs related to implementing any Project Activity, Grantee shall submit a request for payment ("RFP"), in a manner and form and containing such information that DHCD requires. DHCD shall disburse the amount set forth on an RFP following DHCD's approval of such RFP.
3. In the event the submitted RFP includes a Project Activity or a Property that has not been previously approved in writing by DHCD, DHCD, in its sole discretion, may decline to allocate any portion of the Grant to such Project Activity or Property.
4. All disbursements of the Grant funds are subject to the availability and sufficiency of Program funds.
5. DHCD reserves the right to make any disbursement contingent upon completion of the Project Activities in a manner acceptable to DHCD.
6. DHCD reserves the right not to disburse all or any portion of the Grant if, in its sole determination: (i) Grantee failed to supply any material fact in an RFP; (ii) Grantee's RFP, when combined with prior RFPs, exceeds the total amount of the Grant; (iii) Grantee is in default under the terms of this Agreement; or (iv) the Project or Project Activities are not proceeding to the satisfaction of DHCD.
7. All costs incurred by Grantee or Sub-Grantees before the Effective Date and before the approval of the RFP are incurred voluntarily, at the Grantee or Sub-Grantee's risk and upon their own credit and expense.

8. Default and Remedies.

4. Additional Documentation. Grantee shall provide DHCD with such additional records, reports, and other documentation relating to the Project as may be required by DHCD from time to time.
10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept, or shall cause Sub-Grantee to accept, assistance from DHCD or DHCD's designee if DHCD determines such assistance is necessary.
11. Grantee's Certifications. Grantee certifies that, as of the Effective Date and continuing through the term of this Agreement:
 1. Grantee is: (i) a tax-exempt nonprofit organization that works to improve a specific jurisdiction within the State, substantially contributes to the economic development and/or historic preservation of the local business district and supports the small businesses within the jurisdiction it serves; (ii) a designated State or Baltimore City Main Street Maryland community; (iii) a designated Arts & Entertainment district; or (iv) a local government.
 2. Located in the State and is duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
 3. If Grantee is not exempt from registering with the Maryland State Department of Assessments and Taxation ("**SDAT**"), Grantee is in good standing with SDAT or, if a general partnership or sole proprietorship, is registered with SDAT.
 4. If Grantee is not exempt from registering with SDAT, Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the "**Corporate Diversity Act**") and has provided to DHCD: (1) an affidavit attesting that Grantee is not required to submit the corporate diversity addendum (the "**Addendum**") described by the Corporate Diversity Act; or (2) an affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the affidavit and the Addendum, if applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the affidavit or Addendum is false when made, DHCD may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 5. Grantee maintains an office in, and each Property is located in, an area that has been designated as a sustainable community pursuant to Md. Code Ann., Hous. & Cmty. Dev. §6-205 (2023).
 6. Grantee has at least one 0.5 time dedicated Full Time Equivalent (FTE) paid staff member.
 7. This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
 8. A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "**Interested Person**"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

19. Grantee shall confirm that any Property located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, carries appropriate flood insurance coverage.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

1. Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.
2. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 1. Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;
 2. Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;
 3. Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;
 4. DHCD's Minority Business Enterprise Program, as amended;
 5. The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
 6. The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);
 7. The Americans with Disabilities Act of 1990, as amended;
 8. State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);
 9. The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and
 10. All other applicable federal and State laws, regulations, and rules.

13. Indemnification.

1. Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from,

16. Amendment. Other than as specifically set forth herein, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and Grantee.
17. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.
18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
19. Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement, this Agreement shall be effective as of the Effective Date and shall remain in effect until DHCD closes out the Project in accordance with its procedures for closing out projects. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
20. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
21. Signature. Grantee must provide an executed Agreement to DHCD within five (5) business days after the date this Agreement is received by the Grantee. If the Grantee fails to provide an executed Agreement within the time frame set forth herein, DHCD, in its sole discretion, may rescind the Grant.
22. Notices. All notices required hereunder shall be in writing and shall be sent to DHCD at: Department of Housing and Community Development, Division of Neighborhood Revitalization, 2 N Charles St, Suite 450, Baltimore, MD 21201, Attn: Project Restore 2.0 Program and to the Grantee at the address set forth in Grantee's Application or at such other address provided by Grantee to DHCD in writing.
23. **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THE GRANT, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THIS AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THIS AGREEMENT

Property Condition

Poor

Current zoning for the property

Commercial

Will a change in zoning be required for this property given the intended use?

No

Is this property historic?

Yes

- DHCD will work with awardees to coordinate with the Maryland Historical Trust (MH) after funding decisions are made to ensure compliance as necessary for each property activated with these funds.
- Historic is defined as a building that is individually listed in the National Register, located within a listed National Register Historic District, or was surveyed in the Maryland Inventory of Historic Properties and include a link to MEDUSA. You can verify the property here- [Medusa Maryland's Cultural Resource Information System - Version 1.6](#)

Landlord / property owner**First Name**

Jay

Last Name

McKee

Title

CEO

Company Affiliation

Katherine James Realty Company, LLC

Email

katherinejamesrealty@gmail.com

Phone Number

434-420-6661

Total rentable sq/ft

1200

Rent sq/ft or sale price

\$1.67

Most recent use

Retail (that is not restaurant/cafe)

Vacant since

01/2024

Title	Company Affiliation
Owner	Rawlings Real Estate Holdings, LLC
Email	Phone Number
ryansawyers@hotmail.com	765-413-4915

Total rentable sq/ft	Rent sq/ft or sale price
-----------------------------	---------------------------------

1600	\$1.60
------	--------

Most recent use	Vacant since
------------------------	---------------------

Retail (that is not restaurant/cafe)	06/2019
--------------------------------------	---------

Property Details	Property priority
	3

Street Address	Suite / unit #
-----------------------	-----------------------

123 Baltimore Street	
----------------------	--

City	State
-------------	--------------

Cumberland	MD
------------	----

Zip	
------------	--

21502	
-------	--

Property Condition	
---------------------------	--

Fair	
------	--

Current zoning for the property	
--	--

Commercial	
------------	--

Will a change in zoning be required for this property given the intended use?	
--	--

No	
----	--

Activity

Priority #1 74 Baltimore Street - Robey Stucco in Frederick, MD
 quote for work: Scope of Work: Install staging/scaffolding to perform work; Install cover/protection to adjacent areas; Remove existing damaged, loose, cracked and "bulged" stucco - This proposal covers up to 50% of the wall being removed; Fill in areas with missing brick with a stucco mix; Repair all bad patches and uneven surfaces; Straighten out all corner and trim areas from old patches; Use Rapid Patch to repair larger cracks; Remove finish/paint (approximately 10%) on all sound existing stucco around areas of repairs; Lightly grind all surrounding edges of the repaired areas in order to tie in new system; Lightly grind all remaining walls in the area; Prep and clean all surfaces prior to installing new system as needed to rebuild areas after removing bad stucco; Install 15lbs felt paper to wood sheathing - Install 2.5 lb. self-furring metal lath, (galvanized) over felt paper to sheathing as needed - Install ¾" casing bead and expansion bead as needed - Install corner bead at outside corners only as needed - Install (1) scratch coat over and embedded into metal lath - Install (1) brown coat over scratch coat; Apply a bonding agent as needed; Install synthetic base coat with embedded fiber mesh over existing stucco and newly patched stucco areas; Install finish coat over base coat (color and standard texture to be approved) - Color and standard texture will not match a 100%; Includes dump fees and any equipment rental if needed; Area of work: Left elevation on the entire wall; *Do to the constant fluctuations in material costs and the project begins 30 days after it has been accepted. Robey Stucco has the discretion to adjust base dollars and options for material cost changes. ** We have not included any framing, sheathing, sub-straight repairs or any other work needed behind existing system. All repairs 5%.

Requested Amount
\$100,000.00

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024 at 1:55 pm**

Status: *Award Agreement Review*

Authorized Signature

Melinda Kelleher

☐ I agree to be legally bound by this document.

Name of Authorized Signee

Title of Authorized Signee

Melinda Kelleher

Executive Director

Date of Signature

Jul 18, 2024

Project Restore 2.0 (FY2024)

Submitted by **Melinda Kelleher** on **Apr 23rd, 2024 at 1:55 pm**

Status: *Award Agreement Executed*

Award Agreement Leadership Signature

DHCD Signature & Title

Carol Gilbert, DHCD Assistant Secretary

☒ I agree to be legally bound by this document.

Effective Date

Jul 30, 2024

File Attachments for Item:

. Order 27,769 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY26 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$482,208

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

ORDER NO. 27,769

DATE: July 15, 2025

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

THAT, the proposal from Local Government Insurance Trust (LGIT), 7225 Parkway Drive, Hanover, MD 21076, to provide the following insurance coverages be and is hereby accepted:

Property	\$294,415.00
General Liability	33,635.00
Police Legal Liability	29,972.00
Auto	127,963.00
Excess Liability	12,410.00
Equipment Breakdown	3,618.00
• Subtotal	\$502,213.00
Less Stabilization Credits	(19,805.00)
• Total	<u>\$482,208.00</u>

Raymond M. Morriss, Mayor



7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

BILL TO: City of Cumberland
Ms. Allison Layton
City Clerk
57 North Liberty St.
Cumberland, MD 21501

REMIT TO: Local Govt. Insurance Trust
7225 Parkway Drive
Hanover MD 21076

INVOICE DATE: 7/2/2025
INVOICE #: 125565

DUE DATE: 8/1/2025
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2025

EXP. DATE OF COVERAGE: 7/1/2026

*****FY2026 INVOICE*****

DESCRIPTION	CHARGES
Property	294,415.00
General Liability	33,635.00
Police Legal Liability (Claims Made Basis)	29,972.00
Auto	127,963.00
Excess Liability above \$1M Primary Liability	12,410.00
Equipment Breakdown	3,618.00
Subtotal:	\$502,013.00
Less FY26 Credits:	
Equipment Breakdown and Cyber Credit	(12,878.00)
Primary Rate Stabilization Credit	(6,927.00)
Total:	\$482,208.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	5,366
Membership discount amount applied to primary liability products	6,272
Excess Liability discount amount applied for free 1st \$1 million layer	8,992

Total: \$20,631

**AN ELECTRONIC VERSION OF THIS INVOICE INCLUDING SUPPORTING DOCUMENTS
IS AVAILABLE FROM DOCUMENTS IN THE MEMBER PORTAL**

File Attachments for Item:

. Order 27,770 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Matthew DiGirolamo, Kendra Cooper, Alec Gibson, Enrique Vigil and Peter Mezensky in an amount not to exceed \$20,000 per individual (City match \$10,000, Grant \$10,000) with the cumulative programmatic City amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

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

ORDER NO. 27,770

DATE: July 15, 2025

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

THAT, increments of the Choose Cumberland Relocation Program funds be and are hereby approved for distribution to the individuals listed in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00) per individual (City match \$10,000, Grant \$10,000) and a cumulative programmatic City amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00); and

BE IT FURTHER ORDERED THAT, this program utilizes grant funds previously received from the Maryland Department of Housing and Community Development and requires the grantees to meet the program requirements specified in the attached document.

- Matthew DiGirolamo
- Kendra Cooper
- Alec Gibson
- Enrique Vigil
- Peter Mezensky

Raymond M. Morriss, Mayor

Biographies of Choose Cumberland Relocation Package Finalists

Applicant's Name	Biography
Matthew DiGirolamo	Matthew is a seasoned technical support specialist based in Baltimore, Maryland, with over a decade of experience in the field. He currently works remotely for Dentsply Sirona, specializing in X-ray hardware support. Outside of his technical career, Matthew is also a talented commission artist with a unique niche—he creates historically accurate shields and armor for museums and private collectors. Matthew is drawn to Cumberland due to its rich cultural heritage, artistic spirit, and strategic location near Baltimore, Washington D.C., and Pittsburgh. He sees Cumberland as a vibrant hub where his professional and creative passions can thrive.
Kendra Cooper	Kendra lives in Montgomery County, Maryland, and has spent the past twenty years building a successful career in healthcare management. While she primarily works remotely, she occasionally goes into the office as needed. Having always been drawn to the mountains of Western Maryland, Kendra is very interested in moving here now that her children are grown. She looks forward to becoming part of a close-knit community where she can connect with neighbors and take on the rewarding project of fixing up an older home. An avid dog lover, Kendra enjoys long walks and appreciates the abundance of trails in Allegany County, which perfectly suits her active lifestyle.
Alec Gibson	Alec lives in Baltimore and works remotely as a graphic designer for Johns Hopkins Medicine. Outside of work, he is passionate about outdoor activities and is a founding member of the Western Maryland Climbing Coalition. Alec first fell in love with Cumberland about six years ago during his visits to Western Maryland to climb the area's cliffs and rock formations. He looks forward to moving to Cumberland, where he hopes to contribute to both the local art community and the vibrant rock-climbing scene.
Enrique Vigil	Enrique is from Texas, where he served as the district manager overseeing 56 Little Caesars franchises. Recently, he became the new operating partner for Little Caesars in Cumberland and is focused on expanding the brand throughout the tri-state area. On his first visit to Cumberland, Enrique was captivated by the region's unique history and architecture—something unlike anything he experienced in Texas or California. Inspired by this, he plans to purchase and renovate a historic home in the area.
Peter Mezensky	Peter is originally from Baltimore and now works remotely as a software architect consultant. Though born and raised in Baltimore, Peter has lived in Ohio for a number of years and is now interested in relocating to a city that offers easy access to family in both Ohio and Maryland, especially since his children are grown. An aspiring photographer and avid music enthusiast, Peter would like to become involved in the arts community. Due to the fact he has organized several music events in the past, he is interested in potentially getting involved with Delfest.

File Attachments for Item:

. Order 27,771 - declaring real property at 203 Baltimore Street to be surplus property to be offered for sale

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

ORDER NO. 27,771

DATE: July 15, 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. 203 Baltimore Street Tax ID No. 22-014137

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 27,772 - awarding a one year extension of the Grass Mowing Non-Residential Contract (City Project 2022-15-M) to Service Pro, LLC in the not to exceed amount of \$65,757 for the term of July 1, 2025 through June 30, 2026

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

ORDER NO. 27,772

DATE: July 15, 2025

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

THAT, the renewal of the 2022 Grass Mowing Non Residential Contract (2022-15-M) with Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545, to provide residential mowing services be and is hereby accepted in the amount not to exceed Sixty Five Thousand, Seven Hundred Fifty Seven Dollars and No Cents (\$65,757.00).

Raymond M. Morriss, Mayor

Budget No. 001.078.20100

Council Agenda Summary

Meeting Date: 7/15/2025

Key Staff Contact: Derrik Grimm

Item Title:

Award One Year Extension to 2022 Grass Mowing Non-Residential Contract

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

Award One Year Extension of 2022 Grass Mowing Non-Residential Contract to Service Pro, LLC in the estimated unit price of \$65,757.00. The contract period for this bid is July 1, 2025 to June 30, 2026.

Amount of Award: \$65,757.00

Budget number: 001.078.20100

Grant, bond, etc. reference: None



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Mowing Contracts

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Jul 10, 2025 at 3:10 PM

To: Casey Smith <casey.smith@servicepro.biz>, Casey Smith <casey@serviceprolandscaping.services>, Casey Smith <casey@servicepro.biz>

Casey,

The City would like to extend the current mowing contracts for FY26. As per our conversations, and what the City is willing to do, are you agreeable to the prices of a 7.5% increase for FY26?

Below is what the new prices will be:

Residential Mowing: \$47,181.75

Non-Residential Mowing: \$65,757.00

Please respond with your agreeance to the following amounts and the increase of 7.5%

Thank you,

--

Derrik Grimm

Contracts Admin. Officer

57 N. Liberty Street

Cumberland, MD, 21502

Direct: 301-759-6600

Fax: 301-759-6608

Email: derrik.grimm@cumberlandmd.gov

Casey Smith (ServicePro) <casey.smith@servicepro.biz>

Thu, Jul 10, 2025 at 3:12 PM

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

Yes ServicePro agrees to the new terms of extending the contract.

Thank you and looking forward to work with the City Of Cumberland into 2026.

Casey Smith
ServicePro
240-362-1474

On Jul 10, 2025, at 15:10, Derrik Grimm <derrik.grimm@cumberlandmd.gov> wrote:

[Quoted text hidden]

File Attachments for Item:

. Order 27,773 - awarding a one year extension of the Grass Mowing Residential Contract (City Project 2022-14-M) to Service Pro, LLC in the not to exceed amount of \$47,181.75 for the term of July 1, 2025 through June 30, 2026

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

ORDER NO. 27,773

DATE: July 15, 2025

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

THAT, the renewal of the 2022 Grass Mowing Residential Contract (2022-14-M) with Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545, to provide residential mowing services be and is hereby accepted in the amount not to exceed Forty Seven Thousand, One Hundred Eighty One Dollars and Seventy Five Cents (\$47,181.75).

Raymond M. Morriss, Mayor

Budget No. 001.078.20100

Council Agenda Summary

Meeting Date: 7/15/2025

Key Staff Contact: Derrik Grimm

Item Title:

Award One Year Extension to 2022 Grass Mowing Residential Contract

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

Award One Year Extension of 2022 Grass Mowing Residential Contract to Service Pro, LLC in the estimated unit price of \$47,181.75. The contract period for this bid is July 1, 2025 to June 30, 2026.

Amount of Award: \$47,181.75

Budget number: 001.078.20100

Grant, bond, etc. reference: None



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Mowing Contracts

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, Jul 10, 2025 at 3:10 PM

To: Casey Smith <casey.smith@servicepro.biz>, Casey Smith <casey@serviceprolandscaping.services>, Casey Smith <casey@servicepro.biz>

Casey,

The City would like to extend the current mowing contracts for FY26. As per our conversations, and what the City is willing to do, are you agreeable to the prices of a 7.5% increase for FY26?

Below is what the new prices will be:

Residential Mowing: \$47,181.75

Non-Residential Mowing: \$65,757.00

Please respond with your agreeance to the following amounts and the increase of 7.5%

Thank you,

--

Derrik Grimm

Contracts Admin. Officer

57 N. Liberty Street

Cumberland, MD, 21502

Direct: 301-759-6600

Fax: 301-759-6608

Email: derrik.grimm@cumberlandmd.gov

Casey Smith (ServicePro) <casey.smith@servicepro.biz>

Thu, Jul 10, 2025 at 3:12 PM

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

Yes ServicePro agrees to the new terms of extending the contract.

Thank you and looking forward to work with the City Of Cumberland into 2026.

Casey Smith
ServicePro
240-362-1474

On Jul 10, 2025, at 15:10, Derrik Grimm <derrik.grimm@cumberlandmd.gov> wrote:

[Quoted text hidden]

File Attachments for Item:

. Order 27,774 - accepting the proposal from Roadsafe Traffic Systems, Inc. to provide and install Preformed Thermoplastic pavement markings in the amount not to exceed \$13,967, and rejecting all other bids

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

ORDER NO. 27,774

DATE: July 15, 2025

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

THAT, the proposal from Roadsafe Traffic Systems, Inc., 8750 W Bryn Mawr Ave., Chicago, IL, 60631, to provide and install Preformed Thermoplastic pavement markings be and is hereby accepted in the amount not to exceed Thirteen Thousand Nine Hundred Sixty Seven Dollars and No Cents (\$13,967.00); and

BE IT FURTHER ORDERED, that all other bids are rejected.

Raymond M. Morriss, Mayor

Budget: 127.101.63000

Bidder	
RoadSafe Traffic Systems, Inc.	\$13,967.00
Corporate Maintenance Group, LLC	\$14,405.00
American Paving and Striping	No Response

Council Agenda Summary

Meeting Date: 7/15/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Downtown Cumberland Thermoplastic Pavement Markings to RoadSafe

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

The City would like to award work to RoadSafe for Preformed Thermoplastic pavement markings that need replaced. RoadSafe will order the materials in addition to performing the installation of the pavement markings. Three quotes were requested and RoadSafe was the lowest with an amount of \$13,967.00. One request for quote was unresponsive, and the other was for \$14,405.50.

Amount of Award: \$13,967.00

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

Project: DOWNTOWN CUMBERLAND THERMOPLASTIC PAVEMENT MARKINGS
Attachment: QUOTE FORM

Item	Estimated Total	Unit	Quoted Price / Unit	Total Cost
12" Crosswalk	558 558	LF	8.50	4743
18" Crosswalk	408 408	LF	12.00	4896
24" Crosswalk	72 72	LF	16.00	1152
18" Stop Bar	108 108	LF	12.00	1296
Lane Arrow Symbol	2 2	EA	135.00	270
Green Conflict Zone Marking	4 4	EA	145.00	580
Green Bike Lane Symbol	1 1	EA	1030.00	1030

TOTAL QUOTED COST: 13967

Pricing does not include removal of existing markings if required.

File Attachments for Item:

. Order 27,775 - authorizing the Mayor to execute a three year collective bargaining agreement with the American Federation of State County and Municipal Employees (AFSCME) Council 3, Local 553 from July 1, 2025 through June 30, 2028

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

ORDER NO. 27,775

DATE: July 15, 2025

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

THAT, the Mayor be and is hereby authorized to execute a three year collective bargaining agreement with the American Federation of State County and Municipal Employees (AFSCME) Council 3, Local 553 from July 1, 2025 through June 30, 2028.

Raymond M. Morriss, Mayor

AGREEMENT
BETWEEN
THE MAYOR AND CITY COUNCIL
OF
CUMBERLAND, MARYLAND

AND

THE AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 3, LOCAL 553



Effective
Tuesday, July 1, 2025
Through
Thursday, June 30, 2028

TABLE OF CONTENTS

	PAGE
Preamble	
Article I Purpose	
Article II Impasse	
Article III Union Recognition and Security	
Article IV Grievance and Arbitration Procedure	
Article V Union Steward and Union Representation	
Article VI Discrimination	
Article VII Seniority	
Article VIII Holidays with Pay	
Article IX Vacation and Compensatory Time	
Article X Sick Leave	
Article XI Other Leave	
Article XII Military Training Leave	
Article XIII Military Service	
Article XIV Leave of Absence	
Article XV Hours of Work	
Article XVI Overtime	
Article XVII Safety and Health	
Article XVIII Bulletin Boards	
Article XIX Health and Welfare	
Article XX Visitation	
Article XXI Working Conditions	
Article XXII Salary and Wage Rates	
Article XXIII Travel Allowance	

Article XXIV	Contracting and Subcontracting
Article XXV	Parking
Article XXVI	Management Responsibility
Article XXVII	Retirement and Deferred Compensation
Article XXVIII	Termination, Change and Amendment
Article XXIX	Invalidation
Signature Page	

PREAMBLE

THIS AGREEMENT ("Agreement"), MADE AND EXECUTED IN DUPLICATE, THIS _____
day of _____, 2025 (the same date as the Employer's passage of an Order
approving this Agreement), by and between MAYOR AND CITY COUNCIL OF CUMBERLAND, a
municipal corporation of the State of Maryland, hereinafter known as the "Employer," and the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, **Council 3**, AFL-CIO,
LOCAL #553, hereinafter referred to as the "Union".

WITNESS:

WHEREAS, by Ordinance #2851 of the Mayor and City Council of Cumberland, dated July
17, 1979, the American Federation of State, County and Municipal Employees, **Council 3** AFL-CIO,
Local #553, was designated as the exclusive collective bargaining agent for certain employees in
the general trades and labor and clerical/technical classifications of the City of Cumberland; and

WHEREAS, the parties hereto have come to an agreement regarding wages, hours, working
conditions and other conditions of employment.

NOW, THEREFORE, in consideration of the premises and stipulations hereinafter set forth,
the parties hereto covenant and agree as follows:

ARTICLE 1

PURPOSE

SECTION 1:

It is the purpose of this Agreement to promote harmonious relations, cooperation, and
understanding between the City of Cumberland and the employees covered hereby, to strive for
good collective bargaining procedures, and to establish the best standards of wages, hours,
working conditions and other conditions of employment possible.

SECTION 2:

Items not expressly contained in this Agreement will remain the prerogative of the Employer. All
terms of this Agreement will be subject to applicable provisions of the Charter and Code of the City
of Cumberland and all amendments thereto.

SECTION 3:

Wherever in this Agreement a gender is used, it shall be deemed to include all genders.

ARTICLE II

IMPASSE

As defined in the Article, an impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and, despite honest and diligent efforts, cannot reach agreement on the subject being negotiated, or, if no later than two weeks prior to the expiration of the present agreement, either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

- a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.
- b) Upon the issuance of the Notice either party may notify the Federal Mediation and Conciliation Service (FMCS), **the American Arbitration Association (AAA) or other equivalent organization** of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.
- c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall not make public, confidential or other reports concerning the issues, except by mutual agreement of the parties, or as required by the FMCS.
- d) Nothing in this Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.
- e) If mediation is unsuccessful, FMCS, **the American Arbitration Association (AAA) or other equivalent organization** shall appoint a fact finder who shall conduct a hearing and make a written report and recommendations within fifteen (15) days after the request for mediation. A copy of the report shall be sent to the Employer and the Union. The entire mediation and fact-finding process will not exceed thirty (30) calendar days.
- f) The Employer and the Union agree that the current agreement will continue in effect until both parties have acted upon the report. Any agreement, upon ratification, will be made retroactive to June 30, should that date have been passed.

ARTICLE III
UNION RECOGNITION & UNION SECURITY

SECTION 1:

- a) The Employer recognizes the American Federation of State, County and Municipal Employees (AFSCME) Maryland, Council 3, Local 553, American Federation of State, County and Municipal Employees as the exclusive bargaining agent of the employees covered by this Agreement, which shall include all hourly-paid employees of the City of Cumberland in the General Trades and Labor, Clerical/Technical and Public Utilities classifications for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- b) ~~The Employer agrees to furnish the Union with the titles of positions, rates of pay and job descriptions, when available, of all eligible employees. In addition, the Union agrees to provide the Employer with a current copy of its Charter and By-laws, a current Membership Roster, and a current list of officers. All job titles that are represented by the bargaining unit shall be listed in Appendix 1 of this contract.~~

The Employer agrees to furnish AFSCME Maryland, Council 3 and the Staff Representative, monthly and electronically in Excel, with a report containing the following information for positions within the Union's jurisdiction:

Name

Service date (date of hire)

Employee unique identifier number

Job profile (position classification)

Department

Shift

Annual Salary

Hourly rate where applicable

Longevity step information (if applicable)

Work site where the employee receives mail

Work telephone number

Work email address

Home address

Cell phone number

Bargaining unit

Dues deduction status

Deduction for AFSCME People

Terminations

Promotions out of the bargaining unit

Race

Gender

- c) It is the mutual desire of the Employer and the Union to foster harmonious relations, and, to this end, the Employer agrees that there shall be no lockout and the Union agrees that it will call no strike against the Employer.
- d) The Employer agrees that when a change in job description or a new job description is made that will affect a current member of the bargaining unit, the Employer will provide a draft copy of the proposed changes to the Union for its review and accept comments within 15 (fifteen) days.

SECTION 2: Deduction of Union Dues.

The Employer agrees to a check-off system of Union dues. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

SECTION 3: Membership.

All employees covered by this Agreement may, after thirty calendar days of employment, become members of the Union with the understanding that: 1) they may not grieve or arbitrate termination while on probationary status and 2) they may not grieve or arbitrate the extension of their probation as outlined in Article 7, Section 1 of this agreement.

ARTICLE IV

GRIEVANCES & ARBITRATION PROCEDURE

SECTION 1: Settlement of Employee Grievances.

The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of the grievances of employees that arise under this agreement. To this end, the Union, the employees, and the Employer agree that the provisions of this Article shall provide the means of settlement of grievances of employees. However, a grievance shall be considered to exist only when there is a disagreement involving the interpretation, meaning or application of this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

SECTION 2: Employee Representatives.

Employees appointed by the Union as union stewards, Union officers or AFSCME staff representative shall be recognized by the Employer as representatives of employees in the presentation and settlement of their grievances.

SECTION 3: Procedural steps.

Step 1:

Prior to writing a formal grievance, the Union Steward, or his designated assistant, and the President of the local Union, with the aggrieved employee, shall meet and discuss the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor will render a decision, in writing, within three (3) working days of that meeting. If a satisfactory agreement is not reached, the employee may file a written grievance.

Step 2:

If the grievance has not been satisfactorily resolved at step one (1), the Union Steward, President of the Local Union, the Union Representative, and/or the aggrieved employee shall file with their next level of supervision within five (5) working days following receipt of the step one (1) response, a written grievance. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the grievance. The supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

Step 3:

If the grievance was not satisfactorily resolved at step two (2), the Union Steward, President of the Local Union, the Union Representative, and the aggrieved employee shall file with the employee's next level of supervision within five (5) working days following receipt of the said response, a written notice of the appeal thereof. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. That supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

Step 4:

If the grievance was not satisfactorily resolved at step 3 (three), the Union Steward and the President of the Local Union, Union Representative, and the aggrieved employee shall file with the City Administrator within five (5) working days following receipt of the said response, a written notice of the appeal thereof. The City Administrator, with appropriate supervisory staff if applicable, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. The City Administrator shall respond to the said appeal, within ten (10) working days following the discussion thereof.

Step 5:

If the grievance is still unresolved after Step four (4), either party may, by written notice to the other, request that the grievance be submitted to arbitration. Such a request for arbitration must be made within ten (10) working days of receipt of the response of the City Administrator, as outlined in Step four (4).

Only grievances involving breach, misinterpretation or improper application of this Agreement, termination of an employee, and citing specific section and article of this Agreement, shall be eligible for submission to arbitration.

The Federal Mediation and Conciliation Service, the American Arbitration Association (AAA) or other equivalent organization agreeable to both parties shall conduct such arbitration and such arbitrator as assigned by the FMCS or other company shall hear the matter. The parties shall be bound by the usual procedural rules of the FMCS arbitrator, and all phases of the arbitration shall be conducted in accordance therewith. The arbitrator shall have the power to subpoena requested witnesses.

The arbitrator shall be requested to issue a decision within thirty (30) days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties and shall be enforceable in the Courts of the State of Maryland.

SECTION 3:

"Working days" as set forth in the grievance steps shall be based on the City Hall working schedule.

SECTION 4:

Time limits imposed by this Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of the grievance procedure within the number of days specified shall be considered settled in favor of the employee if not answered by the Employer and settled in favor of the Employer if not appealed by the aggrieved, as specified.

SECTION 5:

Costs and expenses assessed by the arbitrator shall be paid in each case by the party who is unsuccessful in the arbitration procedure. Each party shall pay for its own counsel, if any. The arbitrator shall determine which of the parties was the successful party or whether specific proportions of the costs should be paid by each of the parties.

SECTION 6:

Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

SECTION 7:

The Employer shall not discharge or discipline any employee without just cause. The Union shall have the right to take up discharge and discipline of an employee as a grievance procedure at step four (4). The Employer must notify the Union of its intent to investigate an employee for any possible disciplinary action, or any violation of city work rules; however, notification is not required for investigations concerning possible criminal activity. Any disciplinary action shall commence within five (5) days of the termination of the investigation.

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, discharge or an agreed upon discipline. Written notification shall be required for suspension, demotion, and discharge. Disciplinary action may be imposed upon an employee only for failing to fulfill adequately his/her responsibilities as an employee or for proper cause. Except for investigations concerning possible criminal activity as provided for in the preceding paragraph, the Union employee must be notified of initiation of disciplinary action or the start of investigation and what the work rule is that may have been violated within five (5) days of discovery of the cause of such action. An investigation and any disciplinary action shall be completed within 45 calendar days of any violations or any reason to take disciplinary action; this timeline may be mutually extended.

A meeting will take place with the City Administrator, the Union President, or his designee and the appropriate employee's managers to discuss any pending discipline, but it shall remain that the City has the final decision. Any disciplinary action, other than termination, or measures imposed upon any employee may be processed as a grievance through the regular procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.

ARTICLE V

UNION STEWARDS & UNION REPRESENTATION

SECTION 1:

The Employer recognizes and shall deal with all of the accredited Union. Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement. There shall be no more than one (1) Union Steward and one (1) Assistant Steward (to act on behalf of the steward in his absence) for each fifteen (15) employees.

SECTION 2:

A written list of the Union Stewards (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation, but no less frequently than annually, and the Union shall provide the Employer with updated lists promptly upon any changes of such Union Stewards.

SECTION 3:

The appropriate Union Steward and the Union President, or in the event he is unavailable, the Union Vice President, shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice in advance to, and with, the approval of their immediate supervisors. Such time off shall be arranged as soon as possible, and in such manner as to cause the least disruption of, or interference with, any operations involved.

SECTION 4:

(Weingarten Rights) If an employee feels that a meeting with management may lead to any disciplinary action or if the meeting turns into an investigative interview, the Union member shall have the right to have Union representation upon request. Management shall stop any meeting with the employee until Union representation can be arranged. If management continues the meeting, the employee has the right not to answer any questions.

ARTICLE VI **DISCRIMINATION**

SECTION 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, sexual orientation or gender identification. The Union and the Employer shall have equal responsibility for applying this provision of the Agreement.

SECTION 2:

No employee eligible for membership shall in any manner be discriminated against, coerced, restrained or influenced on account of being a member of Local #553 or of being an officer therein. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced.

ARTICLE VII **SENIORITY**

SECTION 1:

Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the established probationary period, which shall be nine (9) months unless extended by written agreement of the employee and the Employer, said extension shall not exceed three (3) months. The Employer will notify the Union President and/or staff representative of any extension and the reason for said extension.

Before appointment is made complete, a probationary employee may, at the discretion of the City, be discharged or their probation extended for one (1) three (3) month period without the consent of the employee or bargaining unit and said discharge or extension will not be subject to the grievance or arbitration procedure.

While on probation, the probationary employee shall be evaluated every ninety (90) days and informed, in writing of any deficiencies.

~~The Employer may require new employees/new hires to sign an agreement to remain in the position they were hired in for a period not to exceed five (5) years before they can transfer to another department/branch.~~

The employer may require new employees/new hires to sign an agreement to remain in the position they were hired in for a period not to exceed three (3) years before they can transfer to another department/branch. Employees may after three (3) years transfer contingent upon he/she not having any disciplinary actions or warning letters during the initial three (3) year period. The City, at its discretion, may approve a transfer at anytime during their employment.

SECTION 2: Application.

- a) Employees shall lose their seniority standing upon separation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs.
- b) Employees who voluntarily transfer to another branch shall go to the bottom of that branch's seniority list. In the event of a forced transfer or branch merger, City of Cumberland hire date (seniority) will determine seniority in that branch.
- c) For all Clerical/Technical bargaining unit members, seniority shall be based on City-wide standing to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

SECTION 3: Branches:

For all bargaining unit employees other than Clerical/Technical, branch seniority standing shall be granted. As of the date of this Agreement, the branches are (1) Water Distribution, (2) Vehicle Maintenance, (3) Central Services, (4) Street/Parks and Recreation, (5) Wastewater Collection and flood control, (6) Technical Services, (7) Water Treatment Plant and (8) Wastewater Treatment Plant. and (9) Flood Control. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

~~Although Parks and Recreation and the Street Departments are merging, current employees in Parks and Recreation will remain in that branch until they become separated from their employment with the City. New hires will be hired as Street/Parks and Recreation Department employees.~~

SECTION 4: Promotion and transfer.

- a) In the case of promotion; the employee loses the right to be restored to the position that was vacated and, should the employee return to a bargaining unit position, the employee will be treated as having lost all seniority rights.
- b) In the case of a voluntary transfer within the bargaining unit, employees (non-Clerical/Technical members and Clerical/Technical members) the transferred

employee shall lose all rights to be reinstated to the position they vacated and they will remain in the new position for a period at least 3 years before they can transfer to another department/branch.

SECTION 5: Reduction in force.

- a) In the case of reduction of force or elimination of a position, seniority for non-Clerical/Technical employees shall be governed by branch standing, with fitness and ability being equal, while seniority for Clerical/Technical employees shall be governed by city-wide standing, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority, where there is a need to reduce the number of employees, with the following provisions:
 - 1) Employees shall be provided forty-eight (48) hours' notice of layoff;
 - 2) Any employee scheduled for layoff may, within the designated time allotted above, claim any position in a similar or lower job that the employee has the ability to perform with minimal training that is occupied by an employee with less seniority, any original probationary position in his own branch, and, if none is available, then in any branch in the bargaining unit;
 - 3) Employees shall be recalled according to standing in (a) above, in the inverse order of layoff. The employee shall return to work within seven (7) days of written notice of recall, said notice to be provided by certified mail and regular first-class U.S. mail, to the last known filed address or forfeit his seniority rights.
- b) If a senior employee replaces a probationary employee under the provision of Section 5(a) above, he shall serve a ninety (90) day probationary period in his new branch, during which time he shall be subject to recall to his former branch. If he is not recalled after said ninety (90) day period, then he shall be entered onto the seniority list of his new branch as of the date of his entry into said new branch. If his services are not satisfactory, he shall revert to furlough status without further rights under Section 5(a) in any other branch.
- c) Any employee exercising the replacement rights under Section 5(a) above, shall, if taking a probationary job in the same job classification, receive the same rate of pay as he was receiving in his former classification. If he takes a job in a classification in a lower pay scale, he shall receive the pay rate in that scale nearest to, but not higher than, his rate received in his former classification.

SECTION 6:

The following Section 6 shall apply for all members of the bargaining unit other than Clerical/Technical:

- a) A form shall be posted by the Employer for those positions or jobs within the respective branch wherein training shall be deemed available by the Employer.
- b) Employees may voluntarily sign such form within their branch to signify their desire to be used for training and/or temporary assignment to those positions or jobs.
- c) The Employer shall select the most senior qualified employee for training and preparation for a period not to exceed six (6) months of time, unless adequate reasons exist to extend that period. Any extensions will first be discussed with the Union President or representative.
- d) When a vacancy occurs, the most senior qualified employee would have the option to make a lateral movement within the same job classification if the employee meets the qualifications. This lateral movement applies to permanent positions and is not intended for daily bumping,
- e) temporary assignment shall be for a period of no longer than ninety (90) workdays unless mutually agreed to by the parties.
- f) Any position that requires more than ninety (90) workdays of temporary assignment shall be considered an open position and be posted, except in those instances where positions are open because of employees being on approved leave.

SECTION 7:

The following Section 7 shall apply for all Clerical/Technical members of the bargaining unit:

- a) The Employer may make temporary assignments of employees to positions or jobs within the bargaining unit other than those they normally fill or perform in order to meet the requirements of the operation of the branch.
- b) All employees who have been temporarily assigned by their supervisor or, in his absence, by the senior ranking person at the job site, to work in a higher classification, shall be paid per current city practice.

SECTION 8:

- a) When the City decides to fill a vacancy in a bargaining unit position, notice of intent to fill all vacancies for positions in the bargaining unit not subject to reclassification or branch reorganization shall be posted on all employee bulletin boards. Once

posted on the bulletin board, Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created.

- b) Assessment books will be maintained for Local 553 employees other than clerical/technical employees.
- c) An award shall be made to a non-Clerical/Technical member of the bargaining unit as soon as practical following the deadline for application. An award shall be made as soon as practical following the deadline for application to the applicant of the Clerical/Technical bargaining unit who has the necessary abilities, qualifications, and the greatest seniority. In the event there is disagreement on any such award, an appeal may be made through the grievance procedure.
- d) The availability of Employer-supplemented training courses will be brought to the attention of the Clerical/Technical members of the bargaining unit and those members will be eligible to participate in said training. Length of service will be given consideration but will not be the sole determination in selecting candidates, the schedule of courses, etc.
- e) Newly created positions or vacancies are to be posted to include the type of work, place of work, rate of pay, hours of work and job title.
- f) If a position is vacated and not filled, then to the extent reasonably practicable, good faith efforts shall be made to divide the job tasks between multiple employees in the same branch.

SECTION 9:

The agreed-to seniority lists shall be brought up-to-date and posted on July 1st and January 1st of each year and posted on the employees' bulletin boards. Such lists shall contain dates of hire, classification, and branch. The Union President and/or Staff Representative may request copies of the seniority roster.

SECTION 10:

The Employer shall notify the local Union Secretary in writing of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

ARTICLE VIII
HOLIDAYS WITH PAY

SECTION 1:

The following days shall be legal holidays:

New Year's Day	Independence Day (July 4 th)
Martin Luther Kings Birthday (3 rd Monday in January)	Columbus Day
Presidents Day	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving and the day after
Juneteenth	Christmas Day
	Employee's birthday

All shall be celebrated on such day as is legally designated, therefore, except that an employee may take his birthday on any day within the week in which it falls, if work schedule permits. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

SECTION 2:

Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

SECTION 3:

For employees in a continuous work schedule, other than employees of the Wastewater Treatment Plant and Filtration Plant, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Except for New Year's Day, Independence Day (July 4th) Veterans Day and Christmas Day employees in a continuous operation at the Wastewater Treatment Plant and the Filtration Plant, who are required to work on the day on which a holiday is observed, shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay.

Employees in a continuous operation at the Wastewater Treatment Plant and the Water Filtration Plant, who are required to work on New Years' Day, Independence Day, Veterans Day and Christmas shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay. This is referring to the actual holiday as opposed to the observed holiday.

SECTION 4:

Employees required to work on the day on which a holiday is observed shall be paid time and one-half (1 ½) the regular rate for all hours worked in addition to holiday pay, except those included under Section 3 of this Article.

SECTION 5:

Should a holiday fall during an employee's vacation period, he shall receive an extra vacation day.

ARTICLE IX

VACATIONS AND COMPENSATORY TIME

SECTION 1:

It shall be the policy of the Employer that vacations are necessary to the health and wellbeing of all its employees and that time off shall be taken by every employee, except in unavoidable emergencies.

- a) Members of the bargaining unit hired prior to July 1, 1996, shall earn and ultimately be entitled to receive thirty (30) working days of vacation with pay based on the following schedule: All ASFCME employees that were hired prior to July 1, 1996 earn vacation at the rate of 30 days per fiscal year.
- b) Hired after July 1, 1996. Retroactive to the first day of probationary employment, members of the bargaining unit hired after July 1, 1996 shall earn and ultimately be entitled to receive twenty-five (25) working days of vacation, with pay, based on the following schedule:
 - 1) ~~Vacation shall be adjusted to July 1 next following employment in probationary status at the rate of 5/12 day for each month or portion thereof worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.~~ Employees will be allocated up to six (6) vacation days in the fiscal year they are hired prorated according to the month of hire (i.e. a person hired in July will receive the full six (6) days. January hires will receive three (3) days of vacation)
 - 2) ~~Year 1 refers to the first full fiscal year. Employees hired in the period from January 1 to June 30 shall earn five (5) days of vacation during the first fully completed fiscal year. Employees hired in the period from July 1 to December 31 shall earn vacation at the rate of ten (10) days during the first fully completed fiscal year.~~ Employees will receive ten (10) days at the start of the fiscal year (July 1) after they are hired. Employees begin to accrue vacation at the start of year one (1) to be used the following year. To be eligible to receive year two (2) vacation days, employees have to work a full fiscal year in year 1.

The schedule below refers to full fiscal years
 - 3) Second fiscal year----- 10 Days

- 4) Third through fourth fiscal year-----15 Days
- 5) Fifth through ninth fiscal year-----20 Days
- 6) Tenth fiscal year and above-----25 Days

SECTION 2:

- a) Pay for all vacations will be based on the rate of pay for the employee at the time of vacation. Up to 25% of employees in each branch may schedule vacation and/or compensatory time on any day of the year. This 25% does not include employees off on worker's compensation or approved FMLA — these employees are reduced from the numerator and the denominator.
- b) The following notice(s) must be provided when requesting vacation and/or compensatory time:
 - * Except for an unanticipated emergency, a ten (10) day notice to the supervisor is required for five or more working days of vacation and/or compensatory time and in accordance with annual scheduling per branch procedures.
 - * Except in an unanticipated emergency, one working day notice to the supervisor is required for requesting vacation and/or compensatory time of less than five (5) consecutive working days.
 - * ~~Up to ten (10) days of vacation and up to ten (10) days of compensatory time may be used in the following manner: Up to twenty (20) days in one (1) day increments; up to five (5) days in one-half day (4 hours) increments; or a combination of the two, not to exceed twenty (20) single days or ten (10) half days (4 hours).~~
 - * **Use of accrued vacation and compensatory time may be taken in full day (8 hour) increments with no limits on occurrences. Use of vacation time in one half day (4 hour) increments is limited to no more than six (6) (occurrences per fiscal year.**
 - * **Vacation / Compensatory time may not be used in lieu of sick time to preserve the sick time bonus. All time must be scheduled per Article 9 of this Agreement.**
- c) For Clerical/Technical members of the bargaining unit, the following shall apply with regards to vacation leave and/or compensatory time:

- 1) Upon prior notice to the Supervisor and in accordance with annually established branch procedures, a Clerical/Technical employee may use vacation and/or compensatory time in one (1) hour increments.
- 2) Vacation notice requirements shall be arranged by each branch for employees in said branch covered under this Agreement. Approval of requested vacation shall not be unreasonably withheld.

SECTION 3:

Vacation preferences ~~will be selected based on~~ ~~shall be determined on the basis of seniority~~ ~~for weeks of vacation (up to three weeks) during the initial scheduling cycle.~~

No single day vacation requests will be permitted until during the second (2nd) scheduling cycle.

SECTION 4:

Any reservation cost incurred by the employee through rescheduling their vacation by the Employer will be reimbursed, provided the costs are substantiated.

SECTION 5:

Any employee required to return to work while on vacation shall be compensated for time actually worked at time and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled as designated in Section 2.

SECTION 6:

Employees leaving the service shall be reimbursed for all accrued vacation to which they were entitled during the current year in accordance with the schedule (See Fringe Benefits Booklet).

SECTION 7:

Clerical/Technical members of the bargaining unit may carry up to five (5) working days of vacation time into the next fiscal year.

SECTION 8:

When employees who are regularly scheduled to work the "3-11 " or "11-7" shift are on vacation, their rate concerning shift differential will not be reduced while on vacation.

ARTICLE X

SICK LEAVE

Section1:

Statement of Principles: The City and the Union Agree to the following principles regarding sick leave use.

- a) Sick leave is not intended to be a form of vacation. It is only to be used when the employee is ill and, because of that illness, should not be at work.
- b) Curbing sick leave abuse is a valid City interest. The Union shares this interest because such abuse threatens a valuable benefit and imposes unfair work burdens on those who do not abuse the benefit.
- c) Efforts to identify and halt sick leave abuse should, if possible, focus on an individual's sick leave usage/abuse rather than penalizing all bargaining unit members for individuals' sick leave abuse.
- d) An individual who abuses sick leave is properly subject to progressive discipline.
- e) Sick leave abuse is best determined by patterns of absence due to alleged illness or injury. The most common patterns are listed below, though other patterns are possible.
 - 1) Frequent one (1) or two (2) day absences, as opposed to absences which exceed two (2) consecutive workdays.
 - 2) Consistently high utilization of sick leave from year to year.
 - 3) Use of sick days clustered around scheduled time off (holidays, weekends, etc.).
 - 4) Use of sick days clustered around certain kinds of work.
 - 5) Use of sick leave when that use can be related to certain features of an employee's schedule.

SECTION 2:

Sick leave shall be earned at the rate of one and one-quarter ($1 \frac{1}{4}$) days per month for each month of employment and cumulative in an unlimited amount.

New employees, hired after July 1, 2025, will earn sick leave at the rate of one half ($\frac{1}{2}$) day per month in the year of hire. One (1) day per month in years one (1) and year two (2) (full fiscal year) and beginning in year three (3) will earn sick leave at one and one quarter ($1 \frac{1}{4}$) days per month.

Sick and Safe Leave will be awarded at the hire date and at the beginning of each fiscal year according to Maryland Law. MD Sick and safe leave used in excess of earned sick leave will not be subject to repayment upon separation from the city.

SECTION 3:

- a) Employees who are sick or injured to the point of disability should not report to work and, if at work when the disability occurs, should not remain at work.
- b) Sick leave may be used by the employees for the bona fide sickness of their dependents. Employees must provide documentation justifying the use of this sick leave. For the purpose of this paragraph, dependent shall be defined as spouse, minor child or adult child who is incapable of caring for themselves and lives with the employee.
- c) For the purposes of sick leave for care for a dependent, the employee shall use all available Maryland Sick and Safe Leave hours and/or all other available leave (vacation, comp, etc.) before using sick leave.
- d) Employees of the bargaining unit, if necessary, shall be eligible to use up to two (2) hours for an in-person physician, dental and/or optical appointment, which time shall be charged to sick or other leave with the exception of clerical employee (clerical workers are not charged two (2) for these appointments). Verification of the appointments and attendance there (should include the time required) shall be supplied by the employees to their supervisors upon their return to work. The two (2) hour physician visit will not be charged against a potential bonus for not using sick leave in a quarter and/or year (see section "4a") and will not count as an occurrence (see section "e").
- e) Should any employee of the bargaining unit be absent four (4) times or more during any fiscal year, a doctor's certificate will be required for the fifth absence and each absence thereafter. Employees must inform their supervisors of the length of time they will be off work, if known. The doctor's certificate must state the employee's fitness for duty. Occurrences will reset each Fiscal Year. Occurrences will not reset at the beginning of the Fiscal Year for any employee who is under any disciplinary action or warning letter in regard to sick leave usage. The employees' occurrences will reset at the beginning of the next Fiscal Year following the dates referenced in the disciplinary documentation.

- f) Members of the bargaining unit will be required to produce a doctor's certificate when off work for more than ~~two (2)~~ **three (3)** days in order to be paid for use of sick leave. If management identifies an employee(s) they believe is abusing sick leave, management shall notify the employee, in writing, that said employee is required to produce a doctor's certificate for any sick leave to be paid. Additional disciplinary actions may be warranted.
- g) Employees may not claim sick leave while on scheduled vacation.
- h) **Probationary employees, hired after July 1, 2025, who use Sick and Safe Leave for more than two consecutive scheduled shifts must produce a doctor's certificate upon returning to work, after for each use of sick leave**

SECTION 4:

- a) For each quarter an Employee does not utilize sick leave or workers' compensation, he/she shall be entitled to one day's pay as a bonus. Employees who do not utilize sick leave or workers' compensation during the course of a fiscal year shall be entitled to an additional day's pay as a bonus. Bonuses under this section shall be paid within 45 days after the bonus period.
- b) In addition, employees shall be entitled to receive payment of up to, but not to exceed, 86 days of accrued unused sick leave at the time of retirement from City employment. The Employee must be eligible and apply for retirement benefits through the Maryland State Retirement system in order to receive the said sick leave payout.
- c) Subject to the City's FMLA policy, in the case of an extended sickness where an employee has exhausted accumulated sick leave, all unused vacation time and compensatory time must be taken. At the end of this time, if the employee is still away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year.

ARTICLE XI **OTHER LEAVE**

SECTION 1:

Beginning with the first day of permanent employment, an employee shall be entitled to leave, with pay, because of death in the family. There shall be no accumulation of such leave. Unless approved the City Administrator or his designee, this leave must be taken on consecutive working days to include the day of the service/funeral.

- a) Five (5) working days shall be granted in the death of spouse, child, stepchild, stepparent, grandchild, and parent of the employee.
- b) Three (3) working days shall be granted in the death of a brother, sister, mother-in-law, father-in-law, grandparent, half-brother or half-sister, stepbrother and stepsister.
- c) One (1) working day for attendance at the funeral shall be granted in the death of a grandparent, brother, or sister of the employee's current legal spouse; this provision shall also apply if the spouse is deceased and the employee has not remarried.

SECTION 2:

In addition, an employee shall be entitled to leave in the event of an unexpected emergency arising within the immediate family, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of this Section, the term "immediate family" is defined as the spouse, son, daughter, mother, or father of the employee.

SECTION 3:

There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing a member of the bargaining unit to act as a pallbearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation. The City may require the employee to provide verification when this leave is used. Use of sick leave in this manner will not count against the sick leave bonus provided for in Article X, Section 3(d).

SECTION 4:

Employees who sustain injuries while in the employ of the City of Cumberland shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year and subject to the City's FMLA policy. The Employer reserves the right to void this Section in the event that a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay employees only the amount necessary to equal 100% of the employee's net and/or take home pay. Pay shall be calculated by taking the employee's base hourly rate times 80 hours, less applicable taxes. This section does not affect the Employer's legal obligation to pay temporary total disability payments on account of workers' compensation claims.

SECTION 5:

The Employer recognizes it is the obligation for every citizen to serve as a juror when called upon to do so and, therefore, employees called for jury service or subpoenaed as a witness (non-party to the case) will be granted leave with full pay. The Employer may request documentation of the employees' jury service, subpoena and/or attendance in court.

SECTION 6:

Employees shall have one (1) personal day per fiscal year commencing the fiscal year after their date of hire. Personal days will not carry over from year to year. Employees must notify their branch managers of their intent to use personal days as far in advance of their use as is reasonably possible.

ARTICLE XII

MILITARY TRAINING LEAVE

Employees will be provided **with** the same Active Duty for Training Leave as is provided to other City employees pursuant to the Active Duty for Training part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that Employer otherwise is required by law to provide for active military training).

ARTICLE XIII

MILITARY SERVICE

Employees will be provided **with** the same active military service leave as is provided to other City employees pursuant to the Active Military Service part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that the Employer otherwise is required by law to provide for active military service).

ARTICLE XIV

LEAVES OF ABSENCE

SECTION 1:

An employee may, upon application in writing, be granted a leave of absence, without pay, and not to exceed one (1) year, for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training.

SECTION 2:

Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment to his office or any extension thereof.

SECTION 3:

Leave of absence with pay for up to eight (8) man-days per fiscal year shall be granted for members to attend and serve as delegates to conventions and other organization conferences related to their Union. In the fiscal year within which the American Federation of State, County and Municipal Employees (AFSCME) holds its international meeting, leave allowable under this Section shall be

increased from eight (8) man-days to thirteen (13) man-days for purposes of attending said international meeting. Also, union officials may request additional days for training seminars.

SECTION 4:

Pregnancy leave shall be governed by current federal legislation.

SECTION 5:

Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on leave of absence granted under the provision of this Agreement, employees shall be returned to the position they held in the branch at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated position in the bargaining unit, the employee may be returned to the higher-rated position under the following conditions:

- a) the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave;
- b) the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- c) the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE XV **HOURS OF WORK**

SECTION 1:

The regular hours of work each day shall be consecutive.

SECTION 2:

The workweek shall consist of five (5) consecutive eight (8) hour days, except for employees in continuous operations.

SECTION 3:

Except for Wastewater Treatment Plant and Filtration Plant employees, eight (8) consecutive hours of work within the 24-hour period beginning at the time designated by each branch and mutually agreed upon by the Union will constitute a regular work day. The workday will be 7:00 am to 3:00 pm. Wastewater Treatment Plant and Filtration Plant employees shall be assigned to regular shifts of eight (8) or twelve consecutive hours of work within a 24-hour period designated by the employer. Each such shift constituting a regular workday.

SECTION 4:

As provided for in Section 3, all employees shall be scheduled to work in a regular work shift of Eight (8) or twelve consecutive hours. Each work shift shall have a regular starting and quitting time.

SECTION 5:

A work schedule showing the employee's shift, workdays and hours shall be posted on each branch bulletin board at all times.

SECTION 6:

Except for emergency situations, work schedules shall not be changed unless the Union and the Employer discuss the changes.

SECTION 7:

- a) Members of the bargaining unit other than Clerical/Technical shall be entitled to the following:
 - 1) ~~A morning break of fifteen (15) minutes is formally established. Such breaks shall be taken on the job site, with one person obtaining coffee, etc. During severe weather, breaks may be taken at nearby restaurants/coffee shops. Breaks are limited to fifteen (15) minutes, including any travel time.~~
 - 2) A lunch period for all employees shall consist of ~~forty (40) minutes between 11:55 a.m. and 12:35 p.m.~~ sixty minutes between 11:30 am and 12:30 pm. Lunch shall be taken by the daylight shift. The second and third shifts shall take a forty (40) minute lunch period in accordance with past practice. It is preferred that lunch be taken at the job site or at nearby restaurants within the City limits. During severe weather or emergency situations, when crews are compelled to go to the warehouse, adequate travel time will be given so that the employee may have a full, ~~sixty (60) forty (40)~~ minute lunch period.
 - 3) ~~If a project requires lunch time to be flexible, no additional compensation will be given if lunch can be taken between 11:00 am and 1:00 pm with prior approval of the supervisor.~~
 - 4) ~~If no lunch was able to be taken (with prior approval of the supervisor) one (1) hour of Compensatory time shall be given to the employee. If the one (1) hour compensatory time causes the employee to exceed the eighty hour limit on compensatory time, the employee will be paid one (1) hour at their straight time rate. The employee must complete the shift (3:00 pm) to be eligible.~~

- b) All Clerical/Technical members of the bargaining unit shall be granted a lunch period of 60 minutes, as scheduled by the departmental supervisor.
- c) The following shall apply to all members of the bargaining unit:
 - 1) An employee will receive up to a 30-minute meal break, without loss of pay, and up to a ~~twelve dollar (\$12.00)~~ **twenty-dollar (\$20.00)** meal allowance after four (4) hours work in the following circumstances:
 - a) Called into work four (4) or more hours prior to the start of their next regularly scheduled shift;
 - b) Work four (4) hours beyond the end of their regularly scheduled shift; and
 - c) Unscheduled overtime on a non-workday (i.e., Saturday, Sunday or holiday).
 - 2) Employees will receive up to a **twenty dollar (\$20.00)** ~~twelve dollar (\$12.00)~~ meal allowance when they are called in less than four (4) hours prior to the start of their regularly scheduled
 - 3) Employees who are prescheduled eight (8) hours or more in advance shall provide their own lunches.
 - 4) The meal allowance shall be given to each employee on the next paycheck following the period of working overtime.

SECTION 8:

- a) Any employee who is called to work outside of his regular shift shall receive pay at the rate of time and one half (1 h) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. If the called time work assignment and employee's regular shift overlap, the employee shall be paid the call time rate of time and one half (1 1/2) until he/she completes two and one half (2 h) hours of work. The employee shall then be paid for the balance of his/her regular work shift at the regular rate.

Nothing herein shall be construed to mean compound of overtime.

- b) Employees who are called to work outside of their regular shifts shall receive pay at the rate of time and one half (1 1/2) their regular hourly rates for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. In addition

to overtime pay at the rate of one and one half (1 1/2), employees who are called out (nonscheduled overtime) for a period that exceeds two and one half (2 1/2) hours will receive, in addition to the one and one half (1 1/2) times pay, one half (1/2) hour straight time as "reporting-in" compensation. The employee must report to work within one half (1/2) hour from call out to receive one half (1/2) hour compensation.

ARTICLE XVI

OVERTIME

SECTION 1:

Time and one half (1 1/2) the employee's hourly rate of pay shall be paid for work under any of the following conditions:

- a) all work performed in excess of eight (8) hours in any workday;
- b) all work performed on Saturdays, except where this is a scheduled day of work;
- c) all work performed before or after any scheduled work shift.

SECTION 2:

- a) Double-time shall be paid for all work on Sunday, except when Sunday is a scheduled day of work.
- b) Except for emergencies declared by the City Administrator or his designee, no employee shall be permitted to work more than sixteen (16) hours in any twenty-four-hour period.
- c) Time and one half (1 1/2) shall be paid for the sixth (6th) consecutive workday and double-time for the seventh (7th) consecutive workday within a work week, i.e., Sunday — Saturday.
- d) Double-time shall be paid if an employee is required to work more than sixteen (16) straight hours, which is limited to emergency operations.

SECTION 3:

Overtime work shall be distributed equally to employees working within the same job classification in the branch. The distribution of overtime shall be equalized over each six-month period, beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification with the least number of overtime hours' credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours' credit shall be offered the assignment.

This procedure shall be followed until the required number of employees has been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted monthly on the branch bulletin board.

SECTION 4:

Overtime shall be scheduled in a manner that will provide equal opportunity for all eligible non-probationary employees who are qualified to perform the work. Qualified probationary employees shall be asked to work overtime only after all qualified employees in their branch, where overtime is needed, have been offered said overtime. Only after all employees in the branch have been offered the overtime, will overtime be offered outside the branch. Each branch shall maintain an overtime roster by seniority, in descending order. An employee who declines the offered overtime shall be considered to have worked the overtime offered. Employees who are not available for overtime due to illness, vacation, or excused absence shall not be considered to have worked the available overtime and shall be given priority until hours of overtime missed have been worked.

Employees who have vacations scheduled for periods of time which include their regular shifts and extra days they are not regularly scheduled to work shall notify their supervisors in writing of the inclusive dates of their vacations or they shall be deemed eligible for overtime during the period of time they are on vacation outside of their regular shifts.

SECTION 5:

Except for emergencies declared by the City Administrator or his designee, overtime work shall be voluntary, except in an unexpected emergency. There shall be no disciplinary action against any employee who declines to work voluntary overtime, except he shall be posted, without pay, for the number of hours overtime equivalent to that which he would have worked but refused.

SECTION 6: Compensatory Time.

In lieu of receiving overtime pay, an employee may elect to earn compensatory time at the rate of one and a half (1 1/2) hours for every hour of overtime worked or double time for double-time hours worked.

- a) An employee may accumulate (have on the books) up to eighty (80) hours of compensatory time and may use up to a maximum of eighty (80) hours in any fiscal year.
- b) Such compensatory time shall be scheduled, as outlined in Article 9 of this Agreement and per branch procedures.
- c) Employees unable to schedule compensatory time off may elect to be paid for all or a portion of their accumulated compensatory time at their straight time rate.

- d) Compensatory time may only be used in hourly increments.
- e) In the last quarter of the fiscal year (April - June) employees must schedule vacation leave before scheduling compensatory time.

SECTION 7: Compensatory Time for Snow and Ice Control Operations.

In carrying out snow and ice control operations, the Employer recognizes, as specified in Section 2 of this Article, that no employee shall be permitted work more than sixteen (16) hours in any 24-hour period; however, in order to carry out its operations and responsibilities in providing service to the citizens of Cumberland, the Employer shall be able to draw upon personnel from other branches only after those employees assigned to the Street branch have worked.

ARTICLE XVII
SAFETY & HEALTH

SECTION 1:

- a) The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his/her work requires him/her to be in an unsafe or unhealthy situation, the applicable branch supervisor shall immediately consider the matter. If the matter is not adjusted satisfactorily, the grievance shall be processed according to the grievance procedure.
- b) The Employer agrees to grant time off to any employee designated as a member of the Safety Committee for the purpose of attending training programs related to safety, subject to the final approval of the supervisor.
- c) Management can modify schedules once a month as necessary to maximize attendance for Safety Meetings.

SECTION 2:

No employee shall be required to operate or use any machine, vehicle, pneumatic or electric tool, or other equipment that is known to be unsafe at the time of assignment or which, in the opinion of the immediate supervisor, becomes unsafe during its operation.

ARTICLE XVIII
BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space, labeled with the Union's name, on which notices of official Union matters may be posted by the Union.

ARTICLE XIX
HEALTH & WELFARE

SECTION 1:

At the beginning of the probationary period, an employee and family shall be eligible for medical and prescription insurance coverage with a portion of the premium paid by the Employer. If this medical and prescription insurance coverage is desired, the employee must make application therefore in the Human Resources Office thirty (30) to sixty (60) days prior to start of employment.

Premiums for such coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness.

All employees with two (2) or more years of continuous service shall receive paid medical and prescription insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness. The payment of premiums provided for herein is subject to the premium split provisions set forth in the following section of this Agreement.

SECTION 2:

All employees are entitled to medical and prescription coverage with premiums paid by the City of Cumberland based on table below. The employee may choose from the following categories: Individual, 2 Party, and Family.

Insurance Premiums

Effective July 1, 2022 the AFSCME percentage of the low option will increase to 7%.

Effective July 1, 2023 the AFSCME percentage of the low option will increase to 10%

HIGH OPTION	City		AFSCME
	percentage		Percentage
Individual	80%		20%
2 party	80%		20%
Family	80%		20%
LOW OPTION	City		AFSCME
	percentage		Percentage
	Individual	93% 90%	7% 10%
	2 party	93% 90%	7% 10%
	Family	93% 90%	7% 10%

The same percentage co-pay will be applied to premiums for the term of this agreement.

SECTION 3:

The Employer further agrees to provide major medical insurance coverage and to provide life insurance coverage in an amount of not less than **twenty-five thousand dollars (\$25,000.00)** ~~Ten Thousand Dollars (\$10,000.00)~~ for each employee.

SECTION 4:

Employer further agrees to provide any prescription drug program coverage provided to other City employees to Employees on the same terms and conditions as such benefit is provided to other City employees. The Employer shall continue the current prescription drug program benefits amounts or the next lowest/comparable prescription program available from the carrier, if the current program is no longer available from this carrier.

SECTION 5:

In conjunction with the Employer's policy to pay that portion of the premium for medical and prescription insurance premiums for retired employees of Local #553, the following understanding shall prevail:

- a) Upon the death of retired employees whose premiums were being provided by the Employer and who were providing coverage to their spouses at their expense, those spouses may continue on the Employer's group hospitalization insurance program at their expense until they reach the age of 65. The intent of this provision is to allow for insurance coverage for the spouse in the event of death of the employee prior to the spouse's eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. increase or decrease in the eligibility age) shall amend the maximum age for the insurance coverage set forth above.

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for its employees who are not in the Union on the same terms and conditions as such insurance is made available to those employees who are not in the Union.

SECTION 6:

Retired employees who are not Medicare eligible will be provided the opportunity to continue participation in the medical coverage paying the same percentage of the premium as an individual member would be paying if retired from the City by October 1, 2003. The additional cost for either a 2party or family plan will be paid by the retiree. If the employee retires after October 1, 2003, the City shall contribute a monthly total of \$260.66 to the individual's premium with the cost difference between the 2 party and family plan being paid by the individual. The \$260.66 shall increase by the cost-of-living percentage provided in Article XXII of this agreement.

SECTION 7:

An employee shall be eligible for reimbursement of up to ~~four hundred dollars (\$400.00)~~ ~~Two Hundred Dollars (\$200.00)~~ for prescription eyeglasses. Said payment shall apply to the cost of frames and lenses only (not eye examinations) and shall require presentation of an invoice for reimbursement. It shall occur no more frequently than once per fiscal year, unless existing glasses become broken in a work-related accident, as certified by the employee's supervisor. All other aspects of the existing eyeglass policy of the Employer do apply.

Each member of Local #553 shall be granted a shoe ~~and clothing~~ allowance in the amount, not to exceed ~~three hundred dollars (\$300.00)~~ ~~\$250.00~~ per fiscal year, to be provided by the Employer for the purchase of OSHA ANSI Z41 PT91 safety shoes ~~and other work related clothing~~ by the employee. Said shoes ~~and clothing~~ shall be in accordance with City policy and worn by the employee during the performance of his/her job duties. When purchasing the above-described safety shoes/boots, the employee may purchase additional work-related clothing items (coveralls, gloves, socks, suspenders, work pants, ~~coveralls~~ etc..) from the approved vendor up to the ~~\$250.00~~ ~~\$300.00~~ limit. All purchases must be made on the same date and time as the OSHA-approved shoes/boots.

~~Office and Clerical personnel shall receive \$150.00 annually for the purchase of City of Cumberland logo work clothing. The purchase shall be made through the protocol that is in place for other city employees.~~

SECTION 8:

In the event any employee of the bargaining unit wishes to participate in Union-sponsored Dental Programs via payroll deductions, the Employer is agreeable to process said payroll deductions provided said deductions (contributions) are not a violation of any law, ordinance, or regulation. The following understanding is specified:

- a) continued capacity of the Employer's payroll system to accommodate the additional deduction.
- b) said deductions, along with Union dues, must be a specific dollar amount as opposed to a percentage of salary.
- c) said amounts, once arranged in the program, shall be changed no more frequently than once per year.
- d) That the Employer assumes no responsibility, liability, or is in any way obligated to the above-mentioned programs other than processing a payroll deduction.

SECTION 9:

If formed, the City and AFSCME agree to participate in a "Health Coalition" with other collective bargaining units to study plan design in an effort to reduce the overall cost of health insurance to

the City and its participating employees. The City and AFSCME agree to reopen the discussion on health insurance and rates prior to each year of this agreement.

ARTICLE XX

VISITATION

Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative shall notify the applicable branch supervisor of visitations. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- A) post Union notices;
- b) attend negotiating meetings;
- c) transmit communications authorized by the local Union or its officers to the Employer or his representatives; and
- d) consult with branch supervisors, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE XXI

WORKING CONDITIONS

SECTION 1:

If any employee is required to wear a uniform, the Employer shall furnish protective clothing, or any type of protective device as a condition of employment such uniforms, protective clothing or protective device, without cost to the employee. The Employer shall pay the cost of maintaining the uniform or protective clothing in proper working condition. The Employer agrees to furnish and maintain rain gear and gloves to all employees when necessary. The Employer agrees to maintain safe and sanitary lock rooms, lavatories and shower facilities. Employees shall take proper care of all City uniforms and equipment. Those employees furnished uniforms or safety clothing shall perform on the job with the issued clothing.

SECTION 2:

Any employees who suffer loss or damage to their personal clothing due to conditions directly connected to their work shall report the damage or loss immediately to their supervisor. All claims shall be investigated thoroughly by the supervisor before any claim is approved for payment. Employee(s) shall be reimbursed for such losses or damages if their claims are approved. All other personal items such as watches, rings, etc., shall be exempt from claims for loss or damage.

SECTION 3:

Coveralls shall be provided for all members of blacktop crews, tarring crews, mechanics, mechanic helpers, the sweeper crew (two employees), and the Sanitary Sewer and Water Distribution employees, if requested by the employee.

ARTICLE XXII
SALARY & WAGE RATES

SECTION 1:

Salary rates agreed upon shall be designated by appropriate ordinances.

SECTION 2:

The employer shall pay all employees bi-weekly.

SECTION 3:

Effective July 1, 2025, employees covered by this Agreement shall receive a three percent (3%) cost-of-living adjustment, said cost-of-living adjustment to be applied after the longevity step increases provided for in Section 6(b) of this Article are applied. Effective July 1, 2026, 2022, employees shall receive a two- and one-half percent (2.5%) three percent (3%) cost-of-living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater. Effective July 1, 2027, 2023, employees shall receive a two- and one-half percent (2.5%) two percent (2%) cost of living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater. Effective July 1, 2024 said employees shall receive a two percent (2%) cost-of-living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater.

SECTION 4:

Employees who actually work the 3pm – 11pm shift shall be paid a shift differential of \$0.75-\$2.00 per hour and those who work the 11pm – 7am shift shall be paid a shift differential of \$3.00 \$1.05 per hour.

SECTION 5:

For those employees who are required to have a C.D.L., the Employer will pay the difference between the cost of C.D.L. renewal and the cost of a regular license renewal.

SECTION 6: Longevity steps.

Employees' salaries and wages shall be subject to augmentation as provided for in the longevity table set forth below. No other longevity steps shall be provided. The increases shall commence being paid upon the applicable employment anniversary. For example, an employee entitled to a longevity step increase upon the anniversary of his fifth year of service shall receive that increase upon the commencement of the fifth year of his employment with the City.

Years of Service	5	10	15	20	25	30	35	40
\$ increase in salary/ Wages	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725

Above scale will continue indefinitely for each 5 years of service

SECTION 7:

Affected employees (non-Pennsylvania residents) working at the Water Filtration Plant who are required to pay the PA non-resident tax will be reimbursed for said tax. The City will determine the manner the employee will be reimbursed.

SECTION 8: On Call

Employees who are placed on call, by their supervisor, shall receive \$2.50 per hour for each hour they are on call.

ARTICLE XXIII **TRAVEL ALLOWANCE**

An employee shall be reimbursed for the use of their personal automobile at the current rate established by the Internal Revenue Service, upon prior approval by the supervisor.

ARTICLE XXIV **CONTRACTING & SUBCONTRACTING OF PUBLIC WORKS**

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause their displacement. The Employer shall give sixty (60) days prior notification to bargaining unit representatives of an actual proposal to retain services of contractors to perform bargaining unit work that would result in displacement of employees covered by this Agreement.

ARTICLE XXV **PARKING**

SECTION 1:

During normal working hours, the Clerical/Technical employees shall be guaranteed free parking on a City-owned lot.

ARTICLE XXVI

MANAGEMENT & RESPONSIBILITY

SECTION 1:

It is recognized that the management of the City of Cumberland, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the right, including but not limited thereto, to select and direct the working forces; to hire, suspend or discharge for just cause; assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the unit, maintenance and repair, the amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited to this Agreement; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 2:

Management will make available such agreed-upon training courses as are needed to reasonably ensure that the Employees have the skills to perform their job effectively and efficiently.

ARTICLE XXVII

RETIREMENT & DEFERRED COMPENSATION

The Employer and the Union agree to maintain deferred compensation through the City's current plan. The Employer agrees to pay the contribution allowing the Union members to participate in the Alternative Contributory Pension System (ACPS) effective July 1, 2006, and the Union agrees that each member shall pay the required employee contribution.

ARTICLE XXVIII

TERMINATION CHANGE OR AMENDMENT

SECTION 1:

This Agreement shall become effective on the date first written in this Agreement and remain in full force and effect until the 30th day of June 2028. It shall be automatically renewed from year-to-year thereafter unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by Certified Mail not less than one hundred twenty (120) days prior to the end of the fiscal year the Contract is in effect.

SECTION 2:

It is further understood that this Agreement can only be added to, amended, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE XXIX
INVALIDATION

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specific in the decision; provided, however, that upon such a decision the parties agree, as soon as practical, to negotiate a substitute for the invalidated article, section, or portion thereof.

File Attachments for Item:

. Order 27,776 - authorizing the Mayor to sign the necessary documents to opt in to the Direct Settlement with Purdue Pharma regarding the City's opioid-related claims against it

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

ORDER NO. 27,776

DATE: July 15, 2025

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

THAT, the Mayor be and is hereby authorized to sign the necessary documents to opt in to the Direct Settlement with Purdue Pharma regarding the City of Cumberland's opioid-related claims against it.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,777 - authorizing the execution of an agreement with the Potomac Edison Company for the installation of an All-Dielectric Self-Supporting fiber cable crossing the North Branch Potomac River from Cumberland, MD to Ridgeley, WV

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

ORDER NO. 27,777

DATE: July 15, 2025

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

THAT, the Mayor be and is hereby authorized to execute an agreement by and between the Mayor and City Council of Cumberland and The Potomac Edison Company relative to the installation of an All-Dielectric Self-Supporting fiber cable (the “ADSS Fiber Cable”) crossing the North Branch Potomac River from Cumberland, MD to Ridgeley, WV.

Raymond M. Morriss, Mayor

AGREEMENT
BETWEEN
THE POTOMAC EDISON COMPANY
AND
MAYOR AND CITY COUNCIL OF CUMBERLAND

THIS AGREEMENT (“Agreement”) is made this 15th day of July, 2025, by and between The Potomac Edison Company (“PE”), a Maryland and Virginia corporation with its principal place of business located at 10802 Bower Avenue in Williamsport, MD 21795, and Mayor and City Council of Cumberland (the “City”), located at 57 N. Liberty Street, Cumberland, MD 21502 regarding the Dans Mountain to Ridgeley Project. PE and the City may be referred to hereinafter in this Agreement individually as “Party” and collectively as the “Parties.”

WHEREAS, PE wishes to install an All-Dielectric Self-Supporting fiber cable (the “ADSS Fiber Cable”) crossing the North Branch Potomac River from Cumberland, MD to Ridgely, WV (the “Project”). See Attachment A, a copy of which is attached hereto and incorporated by reference herein, for more specific pictorial details of the Project.

WHEREAS, PE has obtained a permit from the Maryland Department of the Environment (“MDE”) for the river crossing;

WHEREAS, there is a United States Army Corps of Engineers (“USACE”) floodwall on the Cumberland, MD side of the north branch of the Potomac River that is maintained by the City of Cumberland (the “Floodwall”), the said Floodwall being a part of the USACE Flood Control Project (the “Flood Control Project”). As used hereinafter, the terms Floodwall and Flood Control Project are limited to those locations where City Work (as that term is defined hereinafter) would require any movement of the ADSS Fiber Cable.

WHEREAS, the City is responsible for the repair and maintenance of certain portions of the USACE Flood Control Project, including, but not limited to, the Floodwall;

WHEREAS, the ADSS Fiber Cable will extend over the top of the Floodwall. The planned clearance has been engineered to be 4.417 feet.

WHEREAS, the ADSS Fiber Cable may need to be raised, relocated, removed or otherwise dealt with in the event the City performs maintenance, makes repairs, performs its legal and contractual obligations as to the Floodwall or the Flood Control Project, or performs any manner of work on either side of the Floodwall, without regard to whether the performance of that

work is mandatory or elective (the City's activities described herein hereinafter being referred to as "City Work"); and

WHEREAS, PE has requested that the City permit it to install the ADSS Fiber Cable on the City side of the Floodwall, and the City is willing to grant that permission subject to the terms set forth hereinafter.

WITNESSETH

NOW THEREFORE, in consideration of the covenants and conditions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. **Intended Project Scope of Work.** The raising and/or relocation of the ADSS Fiber Cable in conjunction with the City Work.

3. **Anticipated Cooperation and Collaboration.**

3.1. The City shall endeavor to provide PE with at least fifteen (15) days' advance written notice of its commencement of City Work. However, it is understood that it may not be possible to provide PE with such advance notice in the event of emergencies or other circumstances where such notice is impractical. In such instances, the City shall endeavor to provide notice by any means practicable in advance of the performance of City Work.

3.2. When practical, the City and PE shall meet to discuss whether and how the presence of PE's ADSS Fiber Cable may hinder or otherwise interfere with planned City Work, and PE shall propose measures that facilitate the performance of the City Work. Those measures must be acceptable to the City. If time allows, the City shall notify PE, in writing, of how it intends to perform the City Work, and PE shall perform such work, as approved by the City, to mitigate any damages caused by the ADSS Fiber Cable. In the event the Parties are not able to reach an agreement, the City shall make the determination as to which measures must be employed.

3.3. PE shall implement such measures as are necessary to protect its interests in the ADSS Fiber Cable as may be agreed upon by the Parties or as directed by the City. Those measures shall be taken at PE's sole cost and expense within the amount of time agreed upon by the Parties or required by the City.

3.4. If the City and PE have agreed upon a temporary solution to facilitate the City Work, the City shall notify PE when its work is complete so that PE may restore the ADSS Fiber Cable to its original placement or a different placement, as may be agreed upon by the Parties or as directed by the City.

4. **Permits.** The granting of this Agreement does not imply exemption from or approval of any permit, license, certification, inspection, or approval requirements of any Federal, State, or local government or governmental entity.

5. **As-Built Drawings.** PE shall provide the City with as-built drawings upon completion of the installation of the ADSS Fiber Cable and any time its position is altered.

6. **Indemnification.** PE, for itself, its parent companies, subsidiaries and their respective successors and assigns, by exercising the rights herein granted, agrees to indemnify, keep, protect, defend, and hold harmless and agrees to contractually require its contractors and agents to indemnify, keep, protect, defend, and hold harmless the City, its elected officials, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the "City Parties"), from and against all suits or claims, demands, damages, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto, including reasonable attorneys' fees (collectively hereinafter referred to as "Liabilities") asserted by any person or persons for bodily injury, death or property damage arising out, as a result of or as an incident to its acts or omissions in its performance of this Agreement. Without limiting the foregoing, PE agrees to indemnify, keep, defend, and hold harmless the City Parties against all Liabilities incurred for or because of the alleged violation by PE of any local, state, or federal ordinances, regulations, rules, or laws.

7. **Release.** PE irrevocable and unconditionally releases, cancels, and forever discharges the City Parties from any and all Liabilities, whether known or unknown, actual or potential, whether arising in law or equity, which PE may have, may have had, or may in obtain in the future arising out of or relating to any action, omissions, agreements, or events arising out, as a result of or as an incident to the City Work. This release does not apply to claims against individuals who intentionally harm PE without legal justification.

8. **Representations; Warranties.** The City has not and does not hereby make any express or implied representation or warranty concerning the Flood Wall or Flood Control Project, its condition or suitability, or its compliance with any local, state, or federal statute, ordinance, or regulation, including, but not limited to, those relating to the environment. PE waives, releases, acquits and forever discharges the City Parties, or any other person acting on behalf of the City, of and from any and all Liabilities which the Requestor may have concerning the physical characteristics or condition of the Premises or the release or threatened release of Hazardous Substances in, on, under or about the Premises, or attorney fees, consultant and expert fees and expenses that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under or within the Premises or any portion thereof.

9. **Notices.** Unless otherwise provided herein, notices required by the terms of this Agreement shall be given by hand-delivery or by overnight mail courier (e.g., Federal Express, United Parcel Service, etc.), postage prepaid, addressed as follows:

If to Potomac Edison:

FirstEnergy System and Network Operations Center (SNOC)
341 White Pond Dr.
Akron, OH 44320
888-860-3674
Grp-snoc@FirstEnergyCorp.com

If to the City:

City Engineer (presently Robert Smith)
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
301-759-6600
robert.smith@cumberlandmd.gov

With a copy to:

City Administrator (presently Jeff Silka)
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
(301) 722-2000
jeff.silka@cumberlandmd.gov

10. **Miscellaneous.**

10.1. **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 attorneys' fees at trial or on appeal of such suit or action as well as court costs and reasonable litigation expense.

10.2. **Modification or Amendments.** Except as otherwise provided herein, no amendment, change, or modification of this Agreement shall be valid unless the said amendment, change, or modification is in writing and signed by both of the parties hereto.

10.3. **Entire Agreement/Prior Agreements.** 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 between the parties concerning all or any part of the subject matter of this Agreement.

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

10.5. Severability. 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. Such provision shall be reformed, modified, or severed to the extent necessary to make it valid, enforceable, and consistent with the original intent of the parties. The remainder of this Agreement shall continue in full force and effect. Any reformation or modification shall be made in good faith and in a manner that preserves the fundamental purpose and intent of this Agreement.

10.6. 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.

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

10.8. 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.

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

10.10. 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.

10.11. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means including, by way of example and not of limitation, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures. Notwithstanding the foregoing, signatures provided by facsimile transmission will not be accepted as originals.

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**

Allison Layton, City Clerk

By: _____
Raymond M. Morris, Mayor

A handwritten signature in dark ink, appearing to read 'DM', written over a horizontal line.

THE POTOMAC EDISON COMPANY

By: Donald McGettigan 7/16/25
Donald McGettigan, Vice President
WV & MD Operation

File Attachments for Item:

. Order 27,778 - adopting the new City Seal, effective this date

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

ORDER NO. 27,778

DATE: July 15, 2025

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

THAT, the attached City Seal be and is hereby adopted effective this date.

Raymond M. Morriss, Mayor



File Attachments for Item:

. Order 27,779 - authorizing the execution of a retirement agreement with John Charles Ternent

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

ORDER NO. 27,779

DATE: July 15, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Retirement Agreement
by and between the Mayor and City Council of Cumberland and John Charles Ternent.

Raymond M. Morriss, Mayor

EMPLOYMENT RETIREMENT AGREEMENT

THIS EMPLOYMENT RETIREMENT AGREEMENT ("Retirement Agreement"), made this 15th day of July, 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 **John Charles Ternent** ("Ternent").

RECITALS:

WHEREAS, the City and Ternent entered into an Employment Agreement (the "Employment Agreement") on January 17, 2023, whereby the City employed Ternent as the Chief of the City of Cumberland Police Department and Ternent accepted said employment;

WHEREAS, the initial term of the Employment Agreement was from February 20, 2023 to February 19, 2026;

WHEREAS, Ternent wishes to retire from his employment with the City; and

WHEREAS, this Retirement Agreement provides for the terms of Ternent's retirement.

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 are 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 Employment Agreement as though they were fully set forth again herein.

2. **Retirement.** Ternent's retirement is effective as of the date of this Retirement Agreement. The City does not object to Ternent's retirement and consents to the termination of the Employment Agreement before its term expires. Accordingly, Ternent's retirement shall be deemed to be a termination upon the mutual consent of the parties under Section 11.1 of the Employment Agreement. A retirement upon the mutual consent of the parties is subject to the terms of Section 11.3 of the Employment Agreement as it constitutes a termination other than for cause.

3. **Benefits upon Retirement.** Section 11.3 of the Employment Agreement sets forth the benefits Ternent is entitled to receive. The pertinent part of Section 11.3 states:

[the City] shall pay [Ternent] 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, Ternent shall be

entitled to receive his salary and benefits to the date of said termination but no longer.

Ternent shall receive these benefits. The parties agree that Ternent has thirty (30) days of earned and unpaid vacation leave. They further agree that Ternent has accrued more than sixty (60) hours of sick leave and, accordingly, he shall be paid for sixty (60) hours of sick leave.

4. Use and Return of City Property. Ternent shall comply with the terms of Section 13 of the Employment Agreement no later than 4:00 p.m. on the second day following the date of this Employment Agreement.

5. Professional Liability. The terms of Section 12 of the Employment Agreement shall remain in force and effect with respect to claims brought against Ternent arising out of his employment by the City, it being understood that the City's obligations extend solely to Ternent's acts and omissions within the scope of his employment prior to the date of this Retirement Agreement.

6. Inquiries Regarding Ternent's Employment.

6.1. Response to Inquiries. In the event any third parties make inquiries regarding Ternent's employment with the City, they shall be advised that it is the City of Cumberland's policy not to provide employment recommendations or respond to inquiries regarding a present or former employee's job performance other than to confirm the dates of the employee's commencement and severance from employment and the last position the employee held and that the City cannot release information regarding the employee's employment with the City without the written consent of the employee unless disclosure is required by law. The City may also advise third parties that:

- (i) The City of Cumberland employed John Charles Ternent starting January 3, 1993;
- (ii) He served as its Chief of Police from April 7, 2020 through his date of retirement, July 15, 2025; and
- (iii) The terms of his retirement are set forth in a Retirement Agreement dated July 15, 2025.

6.3. Legally Required Disclosures. Notwithstanding anything to the contrary in this Retirement Agreement, the City may disclose information pertaining to Ternent's employment with the City to the extent such disclosure is required by applicable law, regulation, subpoena, court order, or other legal process; provided, however, that the City, to the extent legally permissible and practicable, shall give Ternent prompt written notice of such requirement so that

he may seek, at his sole cost and expense, an appropriate protective order or waive compliance with the terms of Sections 6.1 of this Retirement Agreement. If, in the absence of a protective order or waiver, the City is, in the opinion that it is legally compelled to disclose such information and records, it may disclose only such information as is legally required. In the event the City receives a records request under the Maryland Public Information Act, it shall produce such records as may be required by law without providing notice to Ternent.

7. **Remedies/Attorney's Fees.** The parties acknowledge and agree that the obligations under this Retirement Agreement are unique and that a breach by either party would result in irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in the event of any breach or threatened breach of this Retirement Agreement, the non-breaching party shall be entitled to seek specific performance and injunctive or other equitable relief to enforce its terms, without the necessity of proving actual damages or posting bond. The parties expressly waive any claim to monetary damages or other legal remedies for breach of this Retirement Agreement, and agree that specific performance shall be the sole and exclusive remedy available for any such breach.

In the event suit is instituted to enforce the terms of this Retirement Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover reasonable attorneys' fees as well as court costs and reasonable litigation expenses.

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

9. **Entire Agreement.** This Retirement 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.

10. **Severability.** That each section of this Retirement 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 legal and enforceable.

11. **Binding Effect.** This Retirement Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

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

13. **Governing Law.** This Retirement Agreement shall be governed by and construed in accordance with 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 brought in an inconvenient forum or one that lacks proper venue.

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

15. **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 RETIREMENT 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 RETIREMENT AGREEMENT.

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

WITNESS/ATTEST:



Allison K. Layton, City Clerk

 (SEAL)
John Charles Ternent

MAYOR AND CITY COUNCIL OF
CUMBERLAND

By: _____ (SEAL)
Raymond Morriss, Mayor

File Attachments for Item:

. Order 27,780 - authorizing the execution of a contract of sale by and between the Mayor and City Council of Cumberland and William A. Lynch and Barbara R. Lynch authorizing the purchase of the property at 429 Central Avenue in Cumberland, MD (Tax ID 22-009516) as part of the Central Avenue Initiative for the price of \$31,000

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

ORDER NO. 27,780

DATE: July 15, 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 William A. Lynch and Barbara R. Lynch authorizing the purchase of the property at 429 Central Avenue in Cumberland, MD (Tax ID 22-009516) as part of the Central Avenue Initiative for the price of Thirty One Thousand Dollars and No Cents (\$31,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Acquisition Tax ID 22-009516, 429 Central Avenue (Central Ave Initiative)

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

An Order for the purchase of the property tax ID 22-009516 as a part of the Central Avenue project initiative for the City offered price of \$31,000 (assessed value). The property is owned by William and Barbara Lynch et al. Sale is contingent upon seller providing a clean title.

Budget number: 114.199AL.C_Ave 61000

Grant, bond, etc. reference: Central Avenue City/County Initiative

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Willam A. Lynch, Jr. and Barbara R. Lynch** ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. **Property Description.** Sellers do agree to sell to Buyer, and Buyer does agree to purchase from Sellers, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Sellers and are hereinafter referred to collectively as the "Property":

429 Central Avenue, Cumberland, MD 21502, Allegany County Land
Records Book 661, Page 714, Tax Account No. 22-009516.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Thirty-One Thousand Dollars (\$31,000.00).

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

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

5. **Contingencies.** This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

- A. Sellers shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Sellers shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Sellers shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Sellers perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

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 Sellers until legal title has passed or possession has been given to Buyer.

8. **Possession.** Sellers agree to give Buyer possession and occupancy of the Property at the time of settlement. Sellers will deliver the Property in substantially the same physical condition as of the date of their execution of this Contract but free of Sellers' personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer 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 Buyer. Notwithstanding the foregoing, Buyer 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 Sellers to Buyer containing covenants of special warranty and further assurances shall be executed at Buyer's expense by Sellers. 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.** Sellers and Buyer 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 sixty (60) days after the effective date of this Contract or the date the City passes an order authorizing the sale of the Property, whichever is last to occur. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

13. Notice of Disclosure or Disclaimer Statements; Lead-Based Paint. Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

14. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by the Buyer.

15. Assignability. This Contract may not be assigned without the written consent of Sellers, 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. Buyer and Sellers 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 Buyer or Sellers, 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.

25. **Addenda.** The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

[remainder of page intentionally left blank]

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**

By: _____
Raymond M. Morriss, Mayor

Date

William A. Lynch, Jr.

Date

Barbara R. Lynch

Date

File Attachments for Item:

. Order 27,781 - authorizing the execution of a Second Amendment to a Lease Agreement with New Cingular Wireless PCS, LLC, for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter

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

ORDER NO. 27,781

DATE: July 15, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Second Amendment to a Lease Agreement by and between the Mayor and City Council of Cumberland and New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, Cumberland; and

BE IT FURTHER ORDERED THAT, this agreement shall extend the expiration date to August 31, 2033 at an increased monthly rate of Three Thousand Six Hundred Fifty Six Dollars and Twenty Four Cents (\$3,656.24) effective September 1, 2025 with a 4% escalation beginning on September 1 each year thereafter.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Ken Tressler, Mark Gandolfi

Item Title: AT&T Haystack Mtn Water Tower Lease amendment

AT&T has requested a second amendment to their lease agreement for space on the city owned water tower on Haystack Mountain to house their cellular equipment. The current lease goes through the August 31, 2028. This amendment adds 5-years to go through August 31, 2033. In addition, they have added \$150 to the scheduled monthly payment amount for the lease year beginning September 1, 2025 and thereafter a 4% escalation applies.

The table below reflects the monthly and annual lease payments for the adjusted current lease as well as the five additional years.

Annual period beginning:	Monthly Payment	Annual Amount	Current Agreement Monthly
9/1/2025	\$ 3,656.24	\$ 43,874.88	\$ 3,506.24
9/1/2026	\$ 3,802.49	\$ 45,629.88	\$ 3,646.49
9/1/2027	\$ 3,954.59	\$ 47,455.08	\$ 3,792.35
9/1/2028	\$ 4,112.77	\$ 49,353.24	N/A
9/1/2029	\$ 4,277.28	\$ 51,327.36	N/A
9/1/2030	\$ 4,448.37	\$ 53,380.44	N/A
9/1/2031	\$ 4,626.30	\$ 55,515.60	N/A
9/1/2032	\$ 4,811.35	\$ 57,736.20	N/A

Market: Washington DC/Baltimore
Cell Site Number/HAYSTACK MTN._WS-160292
Cell Site Name: _MD3716HAYSTACK
Fixed Asset Number: 10124734

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE dated as of the latter of the signature dates below, is by and between The Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, having a mailing address of 57 N. Liberty Street, Cumberland, MD 2150 (“**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Tenant**”).

WHEREAS, City and Tenant entered into a Lease dated September 1, 1988, As amended by the certain first agreement dated September 23, 2008 whereby City leased to Tenant certain Premises, therein described, that are a portion of the Property located at 600 Bishop Walsh Road, Cumberland, MD 21502 (“**Agreement**”); and

WHEREAS, City and Tenant desire to extend the terms of the existing Lease

WHEREAS, City and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, City and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. Term. The Term of the Lease shall be amended to provide that commencing on September 1, 2028, will be automatically renewed, upon the same terms and conditions of the Lease for one (1) additional five (5) year term.

2. Modification of Rent. Commencing on September 1, 2025, the Rent payable under the Agreement shall be \$3,656.24, which shall include an increase at One Hundred and Fifty dollars (\$150.00) per month and shall continue during the Term, subject to adjustment, if any, set forth in the prior Agreement.

3. Acknowledgement. City acknowledges that: 1) this Amendment is entered into of the City’s free will and volition; 2) City has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding City’s decision to enter in this Amendment and to have counsel review the terms and conditions of the Amendment; 3_ City has been advised and is informed that should

City not enter into this Amendment, the underlying Agreement between City and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this [Second Amendment shall control. Except as expressly set forth in this [Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

CITY:

Mayor and City Council of Cumberland, a
municipal corporation of the State of
Maryland

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

“TENANT”

Dobson Cellular Systems, LLC
By: AT&T Mobility Corporation
Its: Manager

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

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1-B

Unless amended the monthly lease payments through August 31, 2033 will be as follows:

Annual period beginning:	Monthly Payment	Annual Amount
9/1/2025	\$ 3,656.24	\$ 43,874.88
9/1/2026	\$ 3,802.49	\$ 45,629.88
9/1/2027	\$ 3,954.59	\$ 47,455.08
9/1/2028	\$ 4,112.77	\$ 49,353.24
9/1/2029	\$ 4,277.28	\$ 51,327.36
9/1/2030	\$ 4,448.37	\$ 53,380.44
9/1/2031	\$ 4,626.30	\$ 55,515.60
9/1/2032	\$ 4,811.35	\$ 57,736.20

File Attachments for Item:

. Order 27,782 - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$51,766.20

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

ORDER NO. 27,782

DATE: July 15, 2025

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

THAT, the proposal from Long View Systems Corporation USA, 555 17th Street, Suite 600, Denver CO 80202, for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed Fifty One Thousand Seven Hundred Sixty Six Dollars and Twenty Cents (\$51,766.20) be and is hereby accepted.

Raymond M. Morriss, Mayor

Quotes Received:

Company	Cost
Long View Systems Corporation	\$51,766.20
CDW-G	\$55,320.00
SHI	\$54,307.73

Budget: 001.034.48201

Council Agenda Summary

Meeting Date: July 2025

Key Staff Contact: Chip Watkins

Item Title: Renewal of Tenable One for OT/IT Cyber Monitoring

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

This is a request to renew software licenses purchased under Council Order 27504 dated July 16, 2024 software and services for a total amount of \$51,766.20 from Long View Systems. This purchase is to continue to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems as well as the rest of the Cities IT network for more detailed cyber monitoring. This system is included in our documentation to be compliant with the state of Maryland Minimum requirements. This was included in the overall IT requests for 2026 fiscal year funding. 3 bids were received and Long View was the best price award. This includes support and all applicable licenses.

Amount of Award: \$51,766.20

Budget number: 001.034 48201

Grant, bond, etc. reference:



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMPW061	7/9/2025	PMPW061	1275425	\$55,320.00

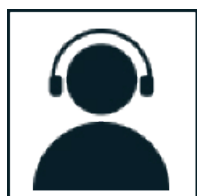
QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Tenable.ep Mfg. Part#: TIO-EP Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	6444759	\$55,320.00	\$55,320.00
TENABLE ONE SEC CENTER PLUS LIC Mfg. Part#: TONE-TSC-PLUS Electronic distribution - NO MEDIA Contract: MARKET	1	7450474	\$0.00	\$0.00
TENABLE ONE OT SEC COMPANION Mfg. Part#: TONE-OT Electronic distribution - NO MEDIA Contract: MARKET	1	7719955	\$0.00	\$0.00
TENABLE T.SC COMPANION F TOT LCD Mfg. Part#: TOT-TSC Electronic distribution - NO MEDIA Contract: MARKET	1	7288398	\$0.00	\$0.00
TENABLE T.SC CONSOLE F TOT CLD Mfg. Part#: TOT-TSC-STNDC Electronic distribution - NO MEDIA Contract: MARKET	1	7288401	\$0.00	\$0.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$55,320.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$55,320.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CUMBERLAND ACCTS PAYABLE 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Payment Terms: Request Terms	Shipping Address: CITY OF CUMBERLAND JOHNNA BYERS 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$55,320.00	\$1,585.47/Month	\$55,320.00	\$1,812.84/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



QUOTE

Long View Systems Corporation USA

555 - 17th Street, Suite 600
Denver, CO 80202

Phone: 303.729.2200 | Fax: 303.292.2218 | Toll Free: 1.866.515.6900

Account Manager : Jamia Saucedo

Email : Jamia.Saucedo@lvs1.com

Phone : (713) 572-4500

Inside Rep : Damian Warszawski

Email : Damian.Warszawski@lvs1.com

Quote: 48612

Quote Date: Jan 27, 2025

Quote Expiry: Jul 21, 2025

Page: 1/2

Bill To:

Mayor & City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Attn: Accounts Payable
Email: accounts.payable@cumberlandmd.gov
Phone: (240) 609-5804

Ship To:

Mayor & City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Attn: Chip Watkins
Email: chip.watkins@cumberlandmd.gov
Phone: (301) 759-6403

Part Number	Description	Qty	Unit Price	Extended Price
	<u>TENABLE RENEWAL</u> <u>Start Date: 07/22/2025</u> <u>End Date: 07/21/2026</u>			
TIO-EP	Tenable.ep - 1yr Tenable One Standard Term: 12 Months Assets: 1000 Tenable Public Sector LLC - TIO-EP Start Date: 07/22/2025 End Date: 07/21/2026	1	\$51,766.20	\$51,766.20
TONE-TSC-PLUS	Tenable One Security Center Plus Companion License Term: 12 Months IP Bands: 500 Tenable Public Sector LLC - TONE-TSC-PLUS Start Date: 07/22/2025 End Date: 07/21/2026	1	\$0.00	\$0.00
TONE-OT	Tenable One OT Security Companion License Term: 12 Months Assets: 100 Tenable Public Sector LLC - TONE-OT Start Date: 07/22/2025 End Date: 07/21/2026	1	\$0.00	\$0.00
TOT-TSC	Tenable Security Center (formerly Tenable.sc) console for Tenable OT Security (formerly Tenable.ot) customers. Annual Subscription. IP Bands: 100 Term: 12 Months Tenable Public Sector LLC - TOT-TSC Start Date: 07/22/2025 End Date: 07/21/2026	1	\$0.00	\$0.00

This document and the information contained herewith is confidential and cannot be provided to any parties other than Long View or persons employed by your organization without the express consent of Long View. The quoted price is subject to adjustment in the event of the imposition of new tariffs or modifications to existing tariffs. Any such adjustments will be reflected in the final invoice. Price and availability are subject to change and a restocking fee may be applied to returned goods. All goods are subject to the manufacturers' policies and warranties and all services are subject to the terms of the service provider. Long View makes no representations or warranties about any goods or services quoted herein. For additional information, please contact us at <http://www.longviewsystems.com/contact> or toll free at 1 (866) 515-6900. Payment by VISA or MasterCard will incur a 3% surcharge (plus tax) to be added to the invoice total. Applicable Sales and Use taxes will be calculated at time of invoice.



QUOTE

Long View Systems Corporation USA

555 - 17th Street, Suite 600
Denver, CO 80202

Phone: 303.729.2200 | Fax: 303.292.2218 | Toll Free: 1.866.515.6900

Account Manager : Jamia Saucedo

Email : Jamia.Saucedo@lvs1.com

Phone : (713) 572-4500

Inside Rep : Damian Warszawski

Email : Damian.Warszawski@lvs1.com

Quote: 48612

Quote Date: Jan 27, 2025

Quote Expiry: Jul 21, 2025

Page: 2/2

Part Number	Description	Qty	Unit Price	Extended Price
TOT-TSC-STNDC	Standard Tenable Security Center (formerly Tenable.sc) Console included with Tenable Security Center Companion License for Tenable OT Security (formerly Tenable.ot). Term: 12 Months Tenable Public Sector LLC - TOT-TSC-STNDC Start Date: 07/22/202	1	\$0.00	\$0.00

Quoted in USD.

Sub-Total: \$51,766.20

Sales Tax: *Applicable Sales and Use
tax will be calculated at
time of Invoice.

Total: \$51,766.20

Currency: USD

Quote Approval

Signature

Name

Title

Date

This document and the information contained herewith is confidential and cannot be provided to any parties other than Long View or persons employed by your organization without the express consent of Long View. The quoted price is subject to adjustment in the event of the imposition of new tariffs or modifications to existing tariffs. Any such adjustments will be reflected in the final invoice. Price and availability are subject to change and a restocking fee may be applied to returned goods. All goods are subject to the manufacturers' policies and warranties and all services are subject to the terms of the service provider. Long View makes no representations or warranties about any goods or services quoted herein. For additional information, please contact us at <http://www.longviewsystems.com/contact> or toll free at 1 (866) 515-6900. Payment by VISA or MasterCard will incur a 3% surcharge (plus tax) to be added to the invoice total. Applicable Sales and Use taxes will be calculated at time of invoice.



Pricing Proposal
Quotation #: 26388598
Created On: 7/9/2025
Valid Until: 7/31/2025

MD-City of Cumberland

Chip Watkins

57 North Liberty Street
Cumberland, MD 21502
United States
Phone: 301-759-6407
Fax:
Email: chip.watkins@cumberlandmd.gov

Josh Smith

Phone:
Fax:
Email: Josh_Smith@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Tenable.ep - 1yr Tenable - Part#: TIO-EP Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Note: 12 months, 1000 assets.	1	\$54,307.73	\$54,307.73
2 Tenable One Security Center Plus Companion Tenable - Part#: TONE-TSC-PLUS Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 477767 Note: 12 months, 500 IP Bands	1	\$0.00	\$0.00
3 Tenable One OT Security Companion License Tenable - Part#: TONE-OT Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 477767 Note: 12 months, 100 assets	1	\$0.00	\$0.00
4 Tenable.sc Companion License for Tenable.ot Tenable - Part#: TOT-TSC Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 477767 Note: 12 months, 100 IP Bands	1	\$0.00	\$0.00
5 Standard Tenable.sc Console for Tenable.ot Tenable - Part#: TOT-TSC-STNDC Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 477767 Note: 12 months	1	\$0.00	\$0.00
Total			\$54,307.73

Additional Comments

Please provide the Tenable customer ID number on the PO for the renewal

To find the Tenable Customer ID, you can access the customer support portal account at:

<https://support.tenable.com/support-center>

Once logged in to the customer support portal, the Tenable Customer ID # is located in the upper left hand corner of the page. It will be a five to six digit number.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

File Attachments for Item:

. Order 27,783 - accepting the proposal from Mosca Design, for a 20 foot Carolina Tower Artificial Christmas Tree, and a 3 foot tree topper, in the amount not to exceed \$20,295.70, with said purchase price being covered by a private benefactor to be released at a later date

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

ORDER NO. 27,783

DATE: July 15, 2025

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

THAT, the proposal from Mosca Design, 355 Park Avenue, Youngsville, NC 27596, for a 20 foot Carolina Tower Artificial Christmas Tree, and a 3 foot tree topper, in the amount not to exceed Twenty Thousand Two Hundred Ninety Five Dollars and Seventy Cents (\$20,295.70) be and is hereby accepted; and

BE IT FURTHER ORDERED THAT, the purchase price will be covered by a private benefactor to be released at a later date.

Raymond M. Morriss, Mayor



355 Park Ave.
Youngsville, NC 27596
1 (800) 332-6798
www.moscadesign.com

Created Date 7/9/2025
Expiration Date 7/31/2025
Quote Number 00002830
Payment Terms Net20
Estimate ☐
Firm Freight ☐

Prepared By Nina Scherotter
Email nina@moscadesign.com

Contact Name Jeffrey Silka
Phone Number 301-759-6410
Email jeff.silka@cumberlandmd.gov

Bill To Name City of Cumberland, MD
Bill To 57 N. Liberty Street
Cumberland, MD 1702
US

Ship To Name City of Cumberland, MD
Ship To 57 N. Liberty Street
Cumberland, MD 21501
US

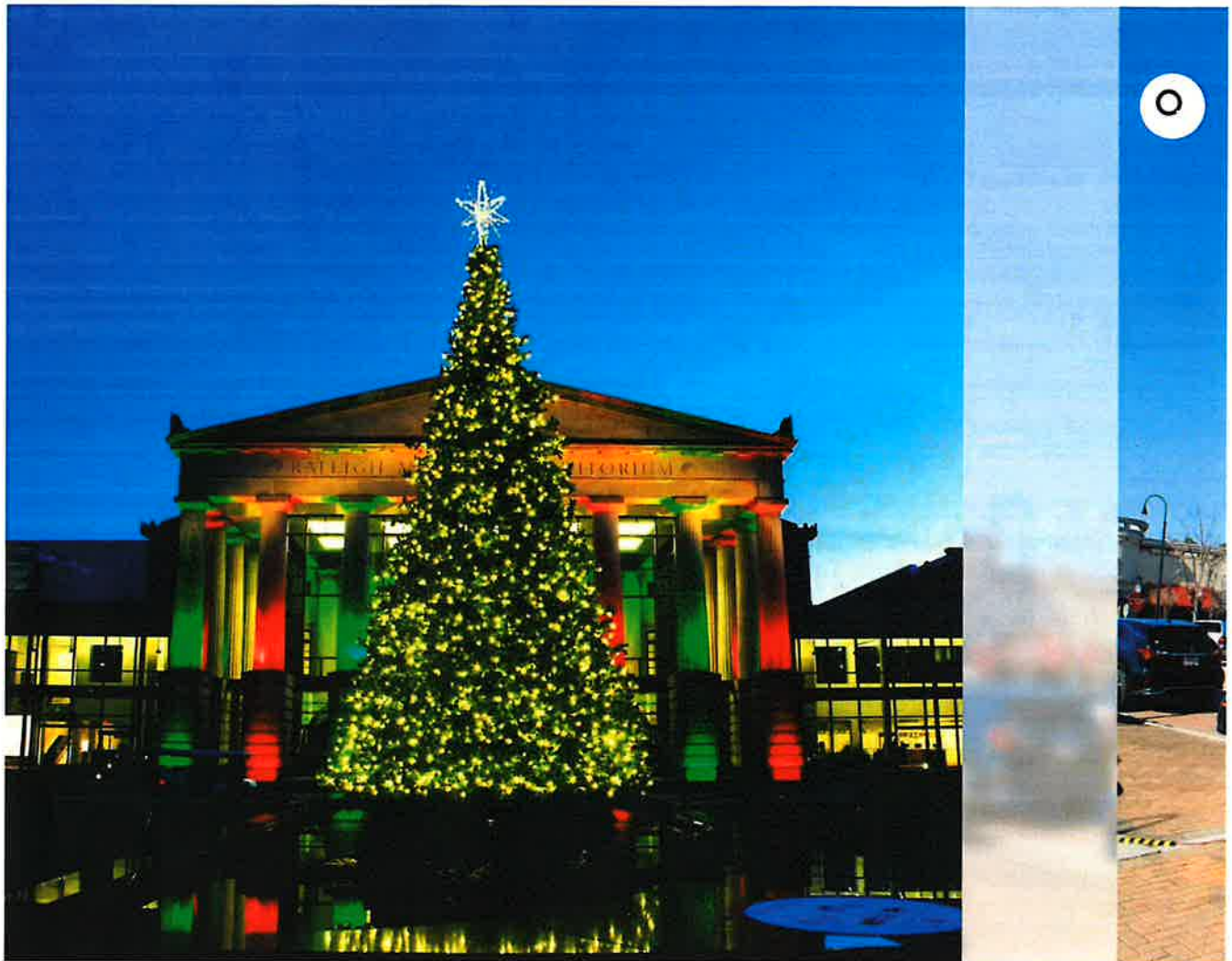
Quantity	Product	Product Code	Line Item Description	Product Description	List Price	Discounted Item Price	Total Price
1.00	Carolina Tower Trees: 20 ft. / C7 LED / WW / No OP	CTT-20-C7LED-WW-NO	C7 LED Lamps in Warm White	CTT: 20 ft. / C7 LED / Warm White Lights / No Ornament Package - Bulb Count: 1596 - Base Size: 12 ft. - Branch Count: 56 (*Trees Include C7 LED Lights).	\$24,462.50	\$19,570.00	\$19,570.00
1.00	Snowburst - 3 ft. - Carolina Tree Topper	TTSB-3-CTT	With C7 LED Lamps in Warm White	Size 3' = 105 Bulbs.	\$885.00	\$725.70	\$725.70

Shipping is additional. Billed at cost upon delivery.

Subtotal \$20,295.70
Shipping Estimate TBD
Grand Total \$20,295.7

Accepted By: _____

Accepted Date _____



Carolina Tower Trees

SKU: CTT-20-5MMLED-CW-SOP

File Attachments for Item:

. Order 27,784 - adopting the “Sexual Harassment Policy” effective this date

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

ORDER NO. 27,784

DATE: July 15, 2025

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

THAT, the attached "Sexual Harassment Policy" be and is hereby adopted effective this date.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 15, 2025

Key Staff Contact: Ken Tressler, April Howser

Item Title:

City Harassment Policy revision

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

City staff is recommending an update to the Harassment policy.

The policy previously referred to as the Sexual Harassment Policy is being update to include other forms of harassment such as: on the basis of race, color, religion, gender, ancestry, age, disability, etc. It includes examples of harassment, complaint procedures, investigation procedures and corrective actions. The city will present training session on the updated policy in August.

The conflict of interest and consensual relationship portion of the previous policy have been removed and will be proposed as a separate policy in the near future.



CITY OF CUMBERLAND

SEXUAL HARASSMENT, HARASSMENT AND DISCRIMINATION POLICY

Adopted: _____

PURPOSE OF POLICY

This policy is intended to ensure all employees of the City that sexual harassment, harassment, and discrimination based on any characteristic protected by law is unacceptable and will not be tolerated in the workplace. It also provides a procedure for filing and investigating claims for violations of this Policy and establishes disciplinary actions for violations of this policy.

STATEMENT OF POLICY

It is the policy of the City that all employees have the right to work in an environment that provides equal employment opportunities and is free from all forms of illegal discrimination and conduct that could be considered harassing, intimidating, coercive, or disruptive, including retaliation. Actions, words, jokes, or comments based on an individual's race, color, religion, sex, sexual orientation, gender identity,, ancestry or national origin, age, disability (mental or physical), genetic information, marital status, military status, or any other characteristic protected under Federal, State, County or City law (individually, hereinafter referred to as a "Characteristic" and collectively referred to as "Characteristics") will not be tolerated.

The term "employee," as used in this policy, includes all full-time, part-time, temporary, seasonal, contract employees, volunteers, elected officials, appointed officers, commission members, board members, and others who may be considered employees under the law. This definition is specific to this policy and does not apply to any other policy or to Federal, State, County, or City laws.

EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to provide equal employment opportunities without discrimination or harassment based on any Characteristic.

SEXUAL HARASSMENT

Sexual harassment is strictly prohibited. It includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is either explicitly or implicitly made a term or condition of employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to:

- Unwanted sexual advances
- Offering employment benefits, raises, or promotions in exchange for sexual favors
- Retaliation for refusing sexual advances
- Suffering adverse employment action after refusing to perform a sexual favor
- Sexual jokes or discussions
- Discussing sexual activities
- Unnecessary touching
- Use of inappropriate terms such as "Babe," "Darling," or "Sweetheart"
- Displaying sexually explicit materials
- Commenting upon an employee's appearance or physical attributes
- Offensive or vulgar emails, text messages or other communications
- Offensive or vulgar graffiti or displays
- Sabotaging someone's work due to rejection of advances

- Sexually offensive, sexually explicit or sexist signs, cartoons, calendars, literature, photographs, or other graphic displays in plain view or otherwise viewable at the workplace or during the workday

Sexual harassment can also affect people who are not directly involved. A third party who overhears inappropriate behavior and finds it unwelcome can also be impacted. Witnesses to harassment may experience the same sense of harm as the person targeted by the conduct. For example, an employee might tell a vulgar story to a coworker that neither finds offensive. However, if another person who is not involved overhears the story and finds it offensive, that person is affected by the conduct, and sexual harassment has taken place. Persons witnessing the harassment may feel the same loss or damage as the person toward whom the conduct is directed.

OTHER HARASSMENT

Harassment based on any other Characteristic is also strictly prohibited. Harassment includes verbal, written, or physical conduct that:

- Creates an intimidating, hostile, or offensive work environment;
- Unreasonably interferes with an individual's work performance; or
- Adversely affects employment opportunities.

Examples include, but are not limited to:

- Use of racially charged symbols (e.g., nooses, swastikas)
- Racial or ethnic slurs
- Derogatory gestures or comments
- Negative comments about age, religion, or disability
- Disparaging remarks about ancestry, gender, or physical characteristics
- Offensive messages or imagery
- Acts similar to the examples of sexual harassment which are predicated upon Characteristics

RETALIATION PROHIBITED

Retaliation against individuals who:

- Oppose harassment, sexual harassment, or discrimination;
- File a complaint;
- Encourage compliance with this policy;
- Participate in an investigation; or
- Exercise their rights under this policy;

is strictly prohibited. This includes both direct and indirect retaliation.

COMPLAINT PROCEDURE

Employees who experience or witness harassment, discrimination, or retaliation, as described herein, are encouraged to:

1. Clearly communicate to the harasser that the conduct is unwelcome;
2. Document details of the incident (date, time, behavior, response); and
3. Report the incident.

Complaints should be reported to:

- The employee's immediate supervisor, or
- Another supervisor in the department or the department head if the immediate supervisor is a subject of the complaint, the City Administrator if the department head is the subject of the complaint, the Mayor and City Council if the City Administrator is the subject of the complaint, or the Mayor or a Councilperson if the Mayor or a Councilperson is a subject of the complaint.

The complainant and the recipient of a complaint shall immediately forward a copy to the Human Resources Officer. The Human Resources Officer will be responsible for processing the complaint and coordinating the activities required by this policy.

INVESTIGATION PROCESS

All complaints will be investigated promptly and confidentially to the extent possible. Investigations may include:

- Interviews with involved parties,
- Interviews with witnesses or others with relevant information, and
- Other investigative actions, as circumstances may require.

COOPERATION WITH INVESTIGATIONS

All City employees are expected to cooperate fully with investigations. Refusal to do so may result in disciplinary action. Contractors and vendors are expected to cooperate similarly, or they risk jeopardizing future engagements with the City.

CORRECTIVE ACTION

If it is determined that harassment occurred and that it led to, or was used as a basis for, a personnel decision unrelated to work performance (such as a change of assignment, a change in compensation, or any other term or condition of employment), that personnel decision should be reevaluated based on the information currently available.

DISCIPLINARY ACTION

Individuals found to have engaged in harassment may face consequences ranging from verbal reprimands to termination, depending on the severity. For instance, quid pro quo harassment may result in immediate termination.

Disciplinary recommendations will align with the City's Progressive Discipline Policy. Disciplinary actions beyond a three-day suspension must be approved by the City Administrator.

Supervisors who fail to act on known harassment may also face disciplinary action.

NON-EMPLOYEE SEXUAL HARASSMENT, HARASSMENT OR DISCRIMINATION

An employee who experiences sexual harassment, harassment, or discrimination by a contractor, vendor, or anyone other than an employee should report the conduct to their

immediate supervisor or, if the supervisor is involved or implicated, to the next most senior staff member. All such complaints must be reported to the Human Resources Officer.

Upon receiving the complaint, the Human Resources Officer shall notify the employer of the non-employee's offensive conduct and demand that the employer take the necessary actions to stop the offensive behavior. The Human Resources Officer shall also inform the employer that failing to fully address the issue may result in the termination of the contract (if applicable) and/or debarment from bidding on or contracting with the City for at least one (1) year. The duration of the debarment will depend on the severity and extent of the offensive conduct, the employer's efforts to resolve the problem, the involvement of the employer's supervisory staff, past complaints against the employer, and any other relevant factors.

Employers of individuals accused of sexual harassment, harassment, or discrimination must cooperate with the City's investigations of these allegations. Employers that fail to cooperate shall be barred from bidding on or entering into contracts with the City for no less than one (1) year. The duration of this debarment shall be determined based on the City's assessment of the factors set forth in the previous paragraph.

FALSE STATEMENTS

Knowingly false or malicious complaints can severely harm individuals and the workplace environment. Employees who intentionally make false, misleading, or incomplete statements in complaints or during the investigation of complaints may face disciplinary action.

POLICY TRAINING AND REVIEW

All employees will receive training on this policy. The policy will be reviewed annually to ensure compliance with applicable laws and to maintain a workplace which is free from harassment, sexual harassment and discrimination.

QUESTIONS AND INTERPRETATION

Questions regarding this policy or its interpretation should be directed to the Human Resource Officer.

File Attachments for Item:

. Order 27,785 - approving a change to the proposal from Upright Fence for the purchase and installation of additional chain link fencing at Gene Mason Sports Complex in an increased amount not to exceed \$10,304, bringing the new not to exceed to \$41,635

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

ORDER NO. 27,785

DATE: July 15, 2025

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

THAT, a change to the proposal from Upright Fence, PO BOX 1070, Corriganville, MD 21524, for the purchase and installation of additional chain link fencing at Gene Mason Sports Complex, be and is hereby approved in an increased amount not to exceed Ten Thousand Three Hundred Four Dollars and No Cents (\$10,304.00) bringing the new not to exceed amount to Forty One Thousand Six Hundred Thirty Five Dollars and No Cents (\$41,635.00).

Raymond M. Morriss, Mayor

Budget:
001.078.64000

Council Agenda Summary

Meeting Date: 7/14/25

Key Staff Contact: Ryan Mackey

Item Title: Change Order for Fencing Project at the Gene Mason Sports Complex

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

After review of the damage at the Gene Mason Sports Complex specifically Northcraft field. It was assessed that there was more fence damaged than initially thought. Upright has given us new quotes totaling \$41,635.00. The previous amount granted for the project was \$31,331.00. The Parks and Rec Department is Requesting additional funding through a change order in the amount of \$10,304.00 in order to complete the project. This project has been submitted for reimbursement through the City of Cumberland's Insurance.

Amount of Award:

Budget number: 001.078 64000

Grant, bond, etc. reference:

ESTIMATE

**Prepared For**

City Of Cumberland
Cumberland, Md 21502

UPRIGHT FENCE

PO BOX 1070
CORRIGANVILLE, MD 21524
Phone: (301) 707-5874
Email: rickburley@verizon.net
Web: uprightfencemd.com

Estimate # 139
Date 07/08/2025
Business / MHIC 106559 PA 0599591 WV
Tax # 24286665

Description	Rate	Total
Bower field Approx 335 ft 8 ft high chainlink fence remove and dispose of old reinstall new same area rehang one gate due to flood damage	\$11,528.00	\$11,528.00
Subtotal		\$11,528.00
Total		\$11,528.00

NOTE ALL CARD PAYMENTS ADD 3 % fee to total All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

ESTIMATE



Prepared For

City Of Cumberland
Cumberland, Md 21502

UPRIGHT FENCE

PO BOX 1070
CORRIGANVILLE, MD 21524
Phone: (301) 707-5874
Email: rickburley@verizon.net
Web: uprightfencemd.com

Estimate #	140
Date	07/08/2025
Business /	MHIC 106559 PA 0599591 WV
Tax #	24286665

Description

Northcraft field 3 and 1st baseline and behind backstop approx 700 ft 6 ft high no gates removal and disposal of old

Subtotal	\$22,982.00
Total	\$22,982.00

NOTE ALL CARD PAYMENTS ADD 3 % fee to total All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

ESTIMATE



Prepared For

City Of Cumberland
Cumberland, Md 21502

UPRIGHT FENCE

PO BOX 1070
CORRIGANVILLE, MD 21524
Phone: (301) 707-5874
Email: rickburley@verizon.net
Web: uprightfencemd.com

Estimate #	141
Date	07/08/2025
Business /	MHIC 106559 PA 0599591 WV
Tax #	24286665

Description

Northcraft field 8 ft high fence right field Approx 200 ft no gates remove and dispose of old
reinstall same location

Subtotal	\$7,125.00
Total	\$7,125.00

NOTE ALL CARD PAYMENTS ADD 3 % fee to total All accepted residential estimates require 50% non refundable deposit before any material is orderd or work is scheduled in the event of non payment customer agrees to pay all reasonable attorney fees to recover payment upright fence assumes no responsibility for property lines or in no way guarantees thier accuracy private or secondary utilities such as gas , water , electric, and irragation will not be covered or repaired by upright fence all fence remains property of upright fence til Balance is paid in full commercial projects all layout done by said contractor any and all wood products carry no warranty warping cracks or other deficiencies once installed we hand pick lumber at the time of purchase note residential payments upon completion commercial projects net 30 !!!

File Attachments for Item:

. Order 27,786 - authorizing the Acting Chief of Police to accept the sole source proposal from East Coast Emergency Lighting LLC for the purchase of a K9 Demo Vehicle and upfit to include a K9 transport system at a total cost not to exceed \$56,923.65

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

ORDER NO. 27,786

DATE: July 15, 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 sole source proposal from East Coast Emergency Lighting LLC, 200 Meco Drive, Millstone Township NJ 008535, for the purchase of a K9 Demo Vehicle and upfit to include a K9 transport system at a total cost not to exceed Fifty Six Thousand Nine Hundred Twenty Three Dollars and Sixty Five Cents (\$56,923.65).

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: July 15, 2025

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

Item Title: K9 Demo Vehicle Sole Source Purchase

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

Authorize the Acting Chief of Police to make a sole source purchase of a Demo Vehicle from East Coast Emergency Lighting in the amount of \$45,000. Vehicle will be upfit to include a K9 transport system by East Coast Emergency Lighting at an additional cost of \$10,823.65. Total price for vehicle with graphics and tags is \$56,923.65.

Amount of Award: \$56,923.65

Budget number: 001.040.64000

Grant, bond, etc. reference: Grant – reimbursable overtime

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, Maryland 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov



John "Chuck" Ternent
Chief of Police

Demo Vehicle	\$45,000.00
K9 Upfit	\$10,823.65
CPD/K9 Graphics	\$ 1,000.00
Title/Tags	\$ 100.00
Total:	<u>\$56,923.65</u>

Soul Source Purchase: This demonstration vehicle is a highly unique, specialized vehicle. No comparable quotes are available (Sec. 2-171 (d)).



Quotation# 47963

July 9, 2025

East Coast Emergency Lighting, LLC.
200 Meco Drive
Millstone Township, NJ 08535
732-940-2211

Ship To:
City of Cumberland Police
ECE-SOMERSET-PA

City of Cumberland Police

20 Bedford Street
Cumberland, MD 21502

Prepared By: Brandon Cobb

Valid Until:

Scope of Work:

Part Number	Description	Qty	MSRP	Disc.	Price	Ext. Price
	PURCHASE OF 2024 FORD EXPLOER DEMO - VIN 1FM5K8AB8PGB84969					
	VEHICLE INCLUDES ALL WHELEN LIGHTING, HAVIS CONSOLE, CARGO RAXX REAR STORAGE					
	LIGHTING: FST (R/B/W)/ RST (R/B/A) TRIO, LEGACY LIGHTBAR TRIO (R/B/W & R/B/A)					
	TRIO OUTER EDGE PILLAR (R/B/W), TRIO OUTER EDGE SPOILER (R/B/A)					
	CORE, CCTL6, DUAL SPEAKERS WITH AMP, HOWLER AND AMP					
	SETINA PUSH BUMPER WITH PIONEER SUMMITT AND TRIO IONS (R/B/W)					
	TRIO TRACER (R/B/W), MIRROR LIGHTS, TRIO (R/B/W) IN SIDE CARGO					
	DUAL MOUNTED ARGES SPOT LIGHTS, TRIO MOUNTED PLATE AND BUMPER LIGHTS					
	HAVIS CONSOLE AND CARGO RAXX REAR STORAGE SYSTEM WITH DRAWER					
	EXPLORER SOLD AS IS, STILL HAS FACTORY REMAINING WARRANTY					
	STANDARD WHELEN WARRANTY INCLUDED ON LIGHTS					
MISC-NON INVENTORY	PRICE OF EAST COAST DEMO	1	45,000.00		45000.00	45,000.00

Sub Total \$45000.00

Tax \$0.00

Total \$45,000.00



Quotation# 47639

June 10, 2025

Ship To:

East Coast Emergency Lighting, LLC.
200 Meco Drive
Millstone Township, NJ 08535
732-940-2211

City of Cumberland Police
ECE-SOMERSET-PA

City of Cumberland Police

20 Bedford Street
Cumberland, MD 21502

Prepared By: Brandon Cobb

Valid Until:

Scope of Work:

Part Number	Description	Qty	MSRP	Disc.	Price	Ext. Price
	MD STATE CONTRACT #001B4600396					
K9-F28-1-B	Standard Black K9 Transport System for 2020 Ford Police Interceptor Utility	1	5,217.00	42.1%	3020.64	3,020.64
K9-A-201	K9 Transport Hot-N-Pop Unit Option	1	3,460.00	42.1%	2003.34	2,003.34
K9-A-104	K9 Transport & Window guard option	1	696.00	42.1%	402.98	402.98
C-EB45-RHS-1P	4.5" Equipment Mounting Bracket Fits Acek9 Hot-N-Pop control head	1	50.00	42.1%	28.95	28.95
C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	1	379.00	42.1%	219.44	219.44
7170-0250	GAMBER JOHNSON DOCKING STATION TOUGHBOOK FZ-55	1	1,545.00	36%	988.80	988.80
3320G-2USB-0-N	HONEYWELL VUQUEST 3320G	1	485.00		485.00	485.00
PJ863	POCKET JET 8 BLUETOOTH THERMAL PRINTER WITH USB C	1	505.00		505.00	505.00
LB3692	BROTHER CAR ADAPTER HARD WIRED 14FT	1	37.50		37.50	37.50
FZ-55JV400BM	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB	1	3,915.00	20%	3132.00	3,132.00

Sub Total \$10823.65

Tax \$0.00

Total \$10,823.65

Please note that Out-of-Stock and Special Order items are subject to Vendor lead times. Depending on the Vendor and Item lead times could be up to [12] weeks. Please ask your salesperson about current lead times.

Approved By: