



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: October 21, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of the retirement of Lieutenant Andrew Tichnell
2. Presentation of awards given in recognition of employee career milestone anniversaries

Proclamations

1. Proclaiming the week of October 20th through October 24th, 2025 as Economic Development Week in Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for September 2025

(B) Fire

1. Fire Department Monthly Report for September 2025

(C) Police

1. Police Department Monthly Report for September 2025

Approval of Minutes

- [1.](#) Approving the Open Work Session Minutes for September 24, 2025, and the Open Work Session Minutes for October 7, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4028 (*2nd and 3rd readings*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 27,868 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, LLC T/A Mezzos, Embassy Theater Corporation, SHAFCO T/A City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub Inc. for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective November 1, 2025 through October 31, 2026
- [2.](#) Order 27,869 - accepting the sole source proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 29, 2025 to November 29, 2026 in the amount not to exceed \$30,135
- [3.](#) Order 27,870 - approving of the sole source proposal from Cargill, Inc. to provide road salt for an amount not exceed \$200,000 for the term September 1, 2025 - August 31, 2026, with pricing obtained through the statewide contract
- [4.](#) Order 27,871 - accepting the bid from low responsive bidder L/B Water Service for the purchase of 4500 feet of 8" C900 water pipes for the Shades Lane water main replacement project in the amount not to exceed \$100,000 for the entire project
- [5.](#) Order 27,872 - declaring real property known as 429 Central Avenue to be surplus property to be offered for sale
- [6.](#) Order 27,873 - authorizing Change Order No. 1 with Belt Paving, Inc., due to additional quantities required to complete the paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$1,656, bringing the new project total to \$200,907.65
- [7.](#) Order 27,874 - approving the sole source purchase from Sydnor Hydro, Inc., for one Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump in the total amount not to exceed \$168,800
- [8.](#) Order 27,875 - accepting the proposal from First Fruits Excavating to provide mowing, rolling, top-dressing and aerating/seeding of the existing outfields at Gene Mason Sports Complex in the amount not to exceed \$40,179.23

- [9.](#) Order 27,876 - authorizing the execution of Change Order No. 3 with Civil & Environmental Consultants, Inc., for costs associated with obtaining information on the water levels to do future hydraulic modeling for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount of \$9,025, bringing the total project price not to exceed \$139,105; with the cost covered by Canal Place's Economic Development Administration funds, which will be transferred to the City
- [10.](#) Order 27,877 - accepting proposal from First Fruits Excavating to repair the infields at Gene Mason Sports Complex in the amount not to exceed \$25,107.96
- [11.](#) Order 27,878 - authorizing the Chief of Police to accept the FY26 Maryland Center for School Safety SRO grant in the amount of \$49,000 to provide adequate police coverage in and around our city's schools. The grant will pay officers overtime to supplement our school resource activities which include providing additional officers to patrol our schools and interact with the children during school days as well as extra-curricular activities
- [12.](#) Order 27,879 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and the Allegany County Human Resources Commission, Inc., for the property located at 231 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for \$2,300, and allowing the terms of the Easement Agreement to be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council
- [13.](#) Order 27,880 - authorizing the abatement of City Real Property taxes and interest for the properties at 840 Gephart Drive, 429 Central Avenue and 491 Baltimore Avenue
- [14.](#) Order 27,881 - approving the final renewal year of the maintenance service contract with Southern Corrosion, Inc., for the Water Tank Maintenance Service Contract (Project 2023-03-WTR), in the not to exceed lump sum cost of \$140,499.87
- [15.](#) Order 27,882 - declaring five filing cabinets to be surplus and authorizing them to be recycled or scrapped

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming the week of October 20th through October 24th, 2025 as Economic Development Week in Cumberland



City of Cumberland
~ MARYLAND ~

Proclamation

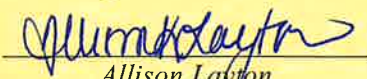
- WHEREAS, *The City of Cumberland is an active member of the Maryland Economic Development Association (MEDA), a nonprofit organization established in 1961 whose mission is to enhance the knowledge and skills of its members, encourage partnerships and networking among people committed to bringing jobs and capital to Maryland, and promotes economic development as an investment in Maryland; and*
- WHEREAS, *MEDA members promote statewide economic well-being by working to improve Maryland's business climate and the professionalism of those in the field of economic development—including other professionals with a direct interest in the economy of Maryland—through its regular educational meetings, special programs, and community-driven projects, members address diverse issues; and*
- WHEREAS, *economic Development Week provides the opportunity for community-minded organizations to collaborate and share strategies, programs, and best practices on advancing Maryland's economy; and*
- WHEREAS, *the economic growth and stability of the State affect all regions and jurisdictions of Maryland, and The City of Cumberland is an important component of the State's economic success.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim October 20-24, 2025 as

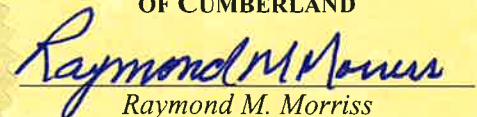
"ECONOMIC DEVELOPMENT WEEK"

Given under our Hands and Seals this 21st day of October, in the Year 2025,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:


Allison Layton
City Clerk



MAYOR AND CITY COUNCIL
OF CUMBERLAND

Raymond M. Morriss
Mayor

File Attachments for Item:

. Administrative Services Monthly Report for September 2025

Administrative Services Monthly Report for September, 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 September, 2025.

Information Technology Department

September 2025

Johnna Byers, Director

Statistics

214 new help desk requests

157 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
- Continue updating PCs to Windows 11 from Windows 10
- Begin evaluating alternatives to VMWare for virtual servers

Cumberland Main Street Report

September 2025

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Downtown tour for new ED of Oakland, MD Main Street
- Downtown tour for Appalachian Regional Commission (ARC)
- Downtown tour for Brunswick, MD team
- Canal Towns Partnership Meeting in Paw Paw, WV
- Prep for Citizens Government Leadership Academy presentation on October 23rd
- Meeting with new ED of Allegany Arts Council, Bethany Thomas to discuss collaborations
- Town Hall call with downtown businesses about holiday promotions and opportunities

Main Street Meetings/Training

- Main Street Maryland Annual Conference in Easton October 7-8
- Main Street grant compliance training

Projects

Virginia Avenue

- Virginia Avenue Walk-About held on 24th – 12 people in attendance; discussed ownership of buildings, acceptable façade grant uses, and noted buildings that could use assistance on facades.
- Storefront Improvement Workshop scheduled for Wednesday, October 22nd at 6PM at Piercing Ink on Virginia Avenue. Will discuss Façade grant and other simple, inexpensive ways for building owners to upgrade and improve their storefronts.
- Met with the owner of Appalachian Flea Market about façade grant and local tax credits.
- Follow-up calls to building owners to determine what they need help with.

Main Street Cumberland

- Met with Jeff Silka about the re-branding of Cumberland Main Street – new logo, upgraded and updated website, new Facebook page. Will be working with Taylor Layton on this project the rest of this year.
- Main Street Improvement Grant (\$25,000) – laying out plan for the grant spend.

Parks and Recreation

September 2025

Ryan Mackey, Director

Pavilion Reservations and usage for the month of September: 10 Pavilions utilized

Sunday in the Park Concert series: The Potomac Concert Band performed in the last concert of the season on Sunday August 31.

Baseball/ Softball League

Fall Baseball League Dapper Dan – Long Field and Al Abrams

Soccer/Football League play and practices for September:

The City of Cumberland provides fields for the following leagues:

JCP Soccer League

Constitution Park Pool

The pools last day was Labor day, the 1st.

End of season wrap up working to close seasonal programs and facilities.

Pool end of Season Data recorded. State Summer Day Camp Annual Report completed and submitted.

Meetings attended:

Recreation Advisory Board Meeting – September 8

Special Events Meeting – Sept 2, 16, and 30.

Evaluation Meeting – Sept 5

Upcoming:

P&R Board Meeting – Oct 6

Community Development Report

September 2025

Kevin Thacker, Code Compliance Manager

Noted Activity:

- Two \$15,000 Grants Completed:
 - 328 Virginia Avenue – Private Investment was \$72,471.00
 - 104 Oak Street - Private Investment was \$30,876.71

Code Enforcement Activity:

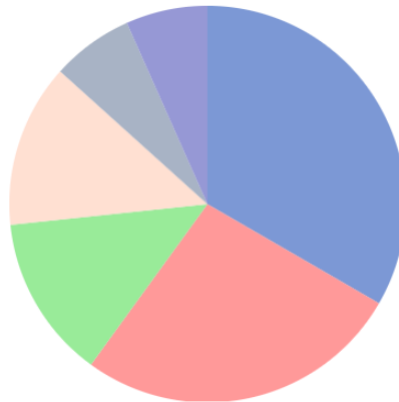
58 new cases received – 16 of those are still open

15 violations were found

42 cases have been resolved

 VIOLATIONS BY VIOLATION TYPE

Open Date From: 09/01/2025
Open Date To: 09/30/2025



Violations by Violation Type			
	Cutting of weeds	5	33.3%
	Dwellings, yards and lots to be kept clean	4	26.7%
	Duties of owner and operator	2	13.3%
	Order to vacate	2	13.3%
	Standards for good repair and safe condition	1	6.7%
	Licensing of rental dwelling units	1	6.7%

Permits/Reviews & Rental Licenses:

37 Total Permits/Reviews were issued

52 Rental Inspections were completed

Building

Residential.....1

Commercial.....1

Miscellaneous

Residential.....6

Commercial.....1

Occupancy

Residential 2

Commercial 3

Signage

Residential 0

Commercial 1

Electrical

Residential.....0

Commercial.....0

Plumbing

Residential.....1

Commercial.....2

Utility

Residential 0

Commercial 1

Demolition

Residential 0

Commercial 0

Public ROW

Issued10

Rental Licenses

Issued81

Rental Inspections

Passed 49

Failed 3

Plans, Reviews, Amendments and Appeals	Certificates of Appropriateness
(ZA, RPR, SR, ZMA, ZTA, SRA)	Issued 3
(Type) Issued1	Request for Change/Amendment
	Issued 0

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$1,611.00
Miscellaneous Permits.....	92.00
Occupancy Permits	122.00
Sign Permits	64.00
Utility Permits	2,490.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request)	50.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness (COA-ROA)	90.00
Rental Licenses (new & renewal).....	3,400.00
Paid Rental Inspection Requests.....	<u>0.00</u>
TOTAL	\$0.00

Demolition Bonds Collected.....\$7,919.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

CDBG -CV- the final draw of CDBG-CV funds has been drawn, completing our COVID pandemic activities. The City of Cumberland was awarded a total of \$596,161 in 2020. Immediately the funds were obligated to address the pandemic. Staff pivoted over the course of these five years re-allocating funds to eligible activities when sub recipient activities were completed under budget or canceled by them before exhausting funds. The program began this fiscal year with a little over \$82,000 to spend. The last three activities concluded establishing areas which can accommodate residents' needs should future pandemics occur. Ten activities were funded through CDBG-CV.

CARES ACT CDBG Monthly Report		Amount Funded	Expended	Funds Remain	IDIS #
CV3 AYEP Youth Center Rehabilitation		\$190,050.73	\$190,050.73	\$0.00	1764
CV Constitution Park Improvements/Trails		\$14,153.74	\$14,153.74	\$0.00	1820
CV Constitution Park Improvements/Playground		\$63,300.40	\$63,300.40	\$0.00	1830
TOTAL CDBG CV BALANCE				\$0.00	
	B20MW24001 Award (1st rd)	\$476,251.00			
	B20MW24001 Award (3rd rd)	\$119,910.00			

Post September 2025 CDBG

Updated draw \$596,161.00

% Balance 0.00%

100%

Regular CDBG- Staff has been very busy this month simultaneously working on 13 activities in various stages of development from past year's grants. The oldest funds are from 2022 and are a very small amount which has been re-allocated to a 2024 activity. 2023 funds have been reallocated or are pending reallocation to more recent shovel-ready activities in 2024 which may require additional support due to higher costs of products. The 2025 program year/Annual Action plan grant agreement has been executed by the US Department of Housing and Urban Development for \$786,221 for 14 new activities. Staff has been conducting site visits, technical assistance meetings, and conducting/noting Environmental Review Records. New in 2025 staff is researching data to adjust sub recipient contracts with respect to new CDBG regulations that were included in the grant agreement from the Federal program administrators.

The 2024 CAPER report deadline has been extended by HUD as a result of unprocessed Substantial Amendments on their end.

Though Cumberland is able to draw CDBG funds, the government shut-down has prompted the Baltimore HUD Field Office to provide this message to grantees:

The Federal Government's spending authority expired at 11:59 PM on Tuesday, September 30, 2025, therefore, most HUD programs have been temporarily interrupted, and most HUD employees have been told they cannot work. I will not be able to check this email account during the lapse of appropriations.

Staff prepared for the Cumberland Human Relations Commission's annual retreat to plan the fair housing strategy for outreach and education for 25-26 which will be held on October 20, 2025. The regular monthly meeting of the HRC was moderated by staff on September 15, 2025.

Staff completed the CDBG monthly, administration and draw reports and conducted the department presentation with Kevin for the Citizens Local Government Academy on September 18, 2025.

Community Development Block Grant Program	October 2025 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	\$167.04		
2022 Grant Totals	2022	\$167.04	\$0.00	\$0.00
2023 Const Pk (amended)		\$42,231.28	\$0.00	
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
2023 Grant Totals		\$120,231.28		\$78,000.00
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$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	\$97,251.39	\$16,566.61
IC	2024	\$15,182.00	\$8,370.00	\$6,812.00
FH	2024	\$11,000.00	\$9,266.71	\$1,733.29
ACDSS Emerg Rental Assistance	2024	\$10,000.00	\$9,326.70	\$673.30
ACDSS Emerg Sewer/Trash Assistance	2024	\$10,000.00	\$7,865.22	\$2,134.78
SOAR Program	2024	\$26,500.00	\$26,500.00	\$0.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,691.02	\$268.98
Parks and Recreation Improvements	2024			
Const Pk Trails Signage				
Wayfinding	2024	\$76,933.32	\$0.00	\$76,933.32
Const Pk ADA Parking Lot Grove 4	2024	\$165,000.00	\$0.00	\$165,000.00
2024 Grant Totals		\$787,393.32	\$163,271.04	\$624,122.28

City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00		\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00		\$249,040.00
Admin	2025	\$111,374.00		\$111,374.00
IC	2025	\$15,182.00		\$15,182.00
FH	2025	\$13,444.00		\$13,444.00
ACDSS Rental Assist	2025	\$14,000.00		\$14,000.00
ACDSS Utility Assist	2025	\$14,000.00		\$14,000.00
SOAR Program	2025	\$20,000.00		\$20,000.00
FCRC Shelter Operating Cost	2025	\$18,000.00		\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00		\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00		\$4,960.00
YMCA Food	2025	\$8,000.00		\$8,000.00
CEDC Cumberland Rideshare Program	2025	\$12,000.00		\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00		\$10,000.00
2025 Grant Totals		\$786,221.00	\$0.00	\$786,221.00
			Total All Yrs	\$1,488,343.28
<i>October 2025 CDBG Report</i>				

Historic Planning/Preservation

September 2025

Ruth Davis-Rogers

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

Historic Preservation Commission Meeting (HPC)

- Conducted Historic Preservation Commission Meeting August 17th
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

- Attended DHCD Meeting in Frostburg
- Attended Meeting on Purpose Built Communities in Partnership with HRDC.
- Managed and coordinated Comprehensive Plan Update meetings
- Worked with team for Virginia Ave. Corridor of Opportunity initiative.
- MHT Archaeology in Western Maryland for the week for an Archaeology dig. Attended Presentation.

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
- Participated in ICMA Grant Requirements
- 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
September 2025

- Time & Attendance System
 - * Helped answer questions and fix minor issues
 - * Relayed complex issues from Pay Clerks to Support Staff
- Employee Benefit Investigations
- Completed Employee Evaluations
- Milestone & Retirement Awards
- Implemented New Workers' Compensation Platform, RadiusR, to Submit Claims City-Wide
- 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
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions, Shift Transfers
- New Hire Interviews Conducted for Fire, Police and MSC
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- HR Meeting with Director of Administrative Services
- Insurance Invoicing
- Administered Police Testing
- Hiring & Onboarding of New Employees
- AFSCME Reporting

- UFCW Reporting
- Scheduled Employee Physicals/Fire Physicals
- Final Pays
- Gathered information & documents related to employment issues & uploaded documents to proper authorities

	30-Sep
Open positions	3
New Hires	5
Retirements	0
Resignations	1
Terminations	19 (Pool)
FMLA	3
Workers Comp	2
Elected Officials	5
FT Employees	253
PT Employees	31
Contractual Employees	5

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

Cash Flow:

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

On September 1, 2025, the City had a cash balance of \$17.8 million (\$13.8 million invested in a value money market program and \$4.0 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$4.5 million resulting in a cash balance of \$22.3 million at September 30, 2025 (\$20 million invested in a value money market program and \$2.3 million participating in a sweep program at First United Bank).

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

Taxes receivable (General Fund)						\$ 5,191,603
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 8,245,385	\$ -	\$ -	4,400,842	\$ -	\$ 3,844,543
FY 2025	878,119	-	-	74,578	-	803,541
FY 2024	328,039	-	-	8,107	-	319,932
FY 2023	59,923	-	-	274	-	59,649
FY 2022	45,902	-	-	-	-	45,902
FY 2021	28,438	-	-	-	-	28,438
FY 2020	39,141	-	-	-	-	39,141
FY 2019	8,836	-	-	-	-	8,836
FY 2018	9,225	-	-	-	-	9,225
FY 2017	7,541	-	-	-	-	7,541
FY 2016	6,869	-	-	-	-	6,869
FY 2015	5,868	-	-	-	-	5,868
FY 2014	4,414	-	-	-	-	4,414
Prior FY's	7,704	-	-	-	-	7,704
	\$ 9,675,404	\$ -	\$ -	\$ 4,483,801	\$ -	\$ 5,191,603

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

Real property (non-owner occupied)	\$ 1,980,251
Personal Property	250,438
Real Property (semiannual payments)	1,613,854
Real Property (Half Year)	-
	<u>\$3,844,543</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
September 30, 2025**

	Cash	Investments
Beginning Balance	\$ 17,745,256	\$ 11,923,469
Add:		
Cash Receipts	15,826,908	41,589
Investment Transfer	-	-
Less:		
Disbursements	11,331,250	-
Investment Transfer	-	-
Ending Balance	\$ 22,240,914	\$ 11,965,058
Restricted	\$ 1,963,406	\$ -

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

Restricted Cash

	9/1/2025	Increase	Utilization	9/30/2025
Police Seizures	\$ 71,894	\$ -	\$ -	\$ 71,894
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	65,370	484	-	65,854
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	148,791	-	-	148,791
DDC	14	-	-	14
Capital Projects	1,399,058	10,352	-	1,409,410
Demolition & Fiscal Agent Bonds	113,163	-	-	113,163
	\$ 1,952,570	\$ 10,836	\$ -	\$ 1,963,406

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.

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

	9/1/2025	Increase	Utilization	9/30/2025
CDA 2021	589,196	-	342,232	246,964
CDA 2023	782,545	-	-	782,545
CDA 2024	546,645	-	20,906	525,739
CDA 2025	3,686,926	-	167,000	3,578,525
	\$ 5,605,312	\$ -	\$ 530,138	\$ 5,133,773

CSO Projects

	9/1/2025	Increase	Utilization	9/30/2025
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 \$342K utilization includes \$55K toward Baltimore Street Access and \$37K toward Marion Street Bridge. CDA 2024 \$21K is toward sewer lining. CDA 2025 \$167K utilization includes \$58K for a water distribution $\frac{3}{4}$ ton pickup, \$2K toward SCADA, \$99K toward Bedford Road watermain and \$8K toward ammonia gas modifications at the filtration plant.

Remaining CDA 2021 funds are allocated to Baltimore Street redevelopment (\$361K), 5-ton dump truck (\$70K) 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 sewer lining (\$183K), main pump replacements (\$79K), and WWTP roof replacements (\$50K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$160K), WWTP roof replacements (\$200K), watermain replacements (\$160K), hydrants and cross connections (\$293K), paving and concrete repair (\$1.1M), storage building (\$150K), garage entry software and equipment (\$59K), fire truck (\$898K), and SCADA improvements (\$101K).

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 FY27 or FY28. 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.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Fire Department Monthly Report for September 2025

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

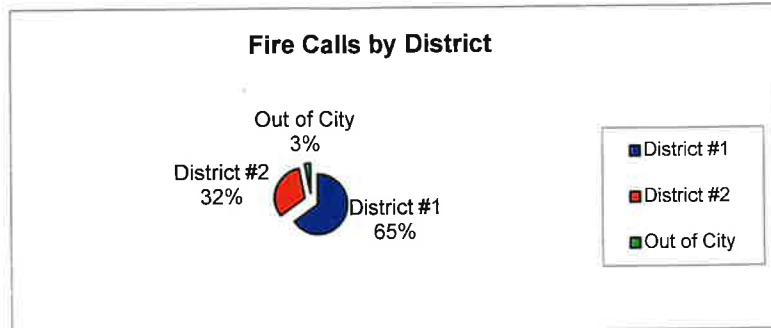
Cumberland Fire Department Responded to 194 Fire Calls in September 2025

Responses by District:

District #1	126
District #2	62
Out of City	6
	<u>194</u>

Additional Alarms: 3
 (2 outside of city)

Number of Alarms: 194



Calls Answered Below:

Property Use:

Public Assembly	6
Educational	1
Institutional	22
Residential	100
Stores and Offices	8
Storage	1
Manufacturing	1
Industrial/Utility	1
Special Properties	54
	<u>194</u>

Type of Situation:

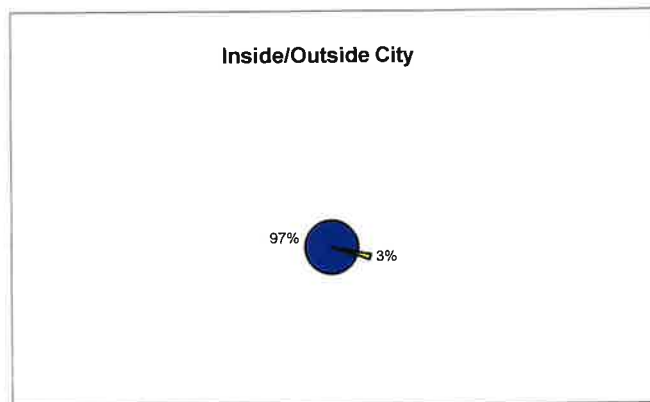
Fire or Explosion	14
Overpressure, Rupture	4
Rescue Calls	124
Hazardous Conditions	10
Service Calls	3
Severe Weather	0
Good Intent Calls	18
Other	0
False Calls	21
	<u>194</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in September 2025:	\$910.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$2,135.00
Total Fire Service Fees for Fire Calls Paid in September 2025:	\$3,325.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$325.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$4,175.00

Total Fire Service Fees for Inspections and Permits Billed in September 2025:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid in September 2025:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$650.00

Cumberland Fire Department Responded to 508 Ambulance Calls in September 2025

In City Calls	491
Out of City Calls	<u>17</u>
Total	508



Total Ambulance Fees Billed by Medical Claim-Aid in September 2025:	\$167,812.94
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Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$465,266.22

Ambulance Fees Paid

Ambulance Fees Paid in September 2025:	\$119,512.66
Ambulance Fees Paid in FY 2026:	\$376,960.76

(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 3 Medic Assists

2 Medic Assist Calls in Allegany County
 1 Medic Assist Calls outside of Allegany County
3

Cresaptown VFD	2
Ridgeley VFD	1
	<u>3</u>

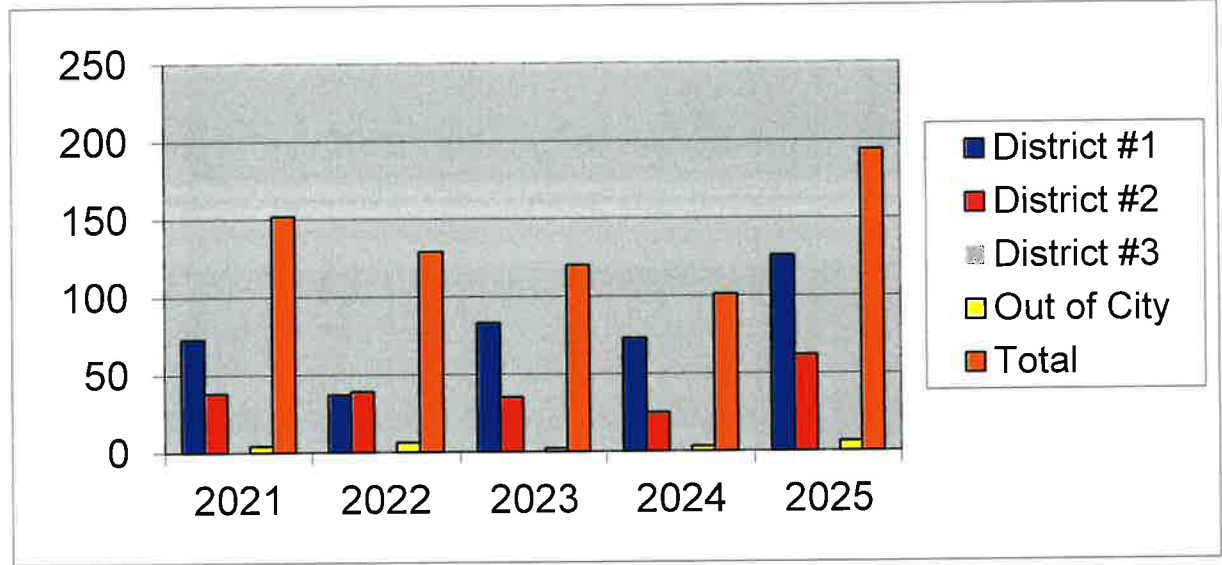
Cumberland Fire Department Responded to 14 Mutual Aids

10 Mutual Aid calls within Allegany County
 4 Mutual Aid calls outside of Allegany County
14

Allegany County DES	3
Cresaptown VFD	6
Flintstone VFD	<u>1</u>
	10
 Ridgeley, WV VFD	 <u>4</u>
	4

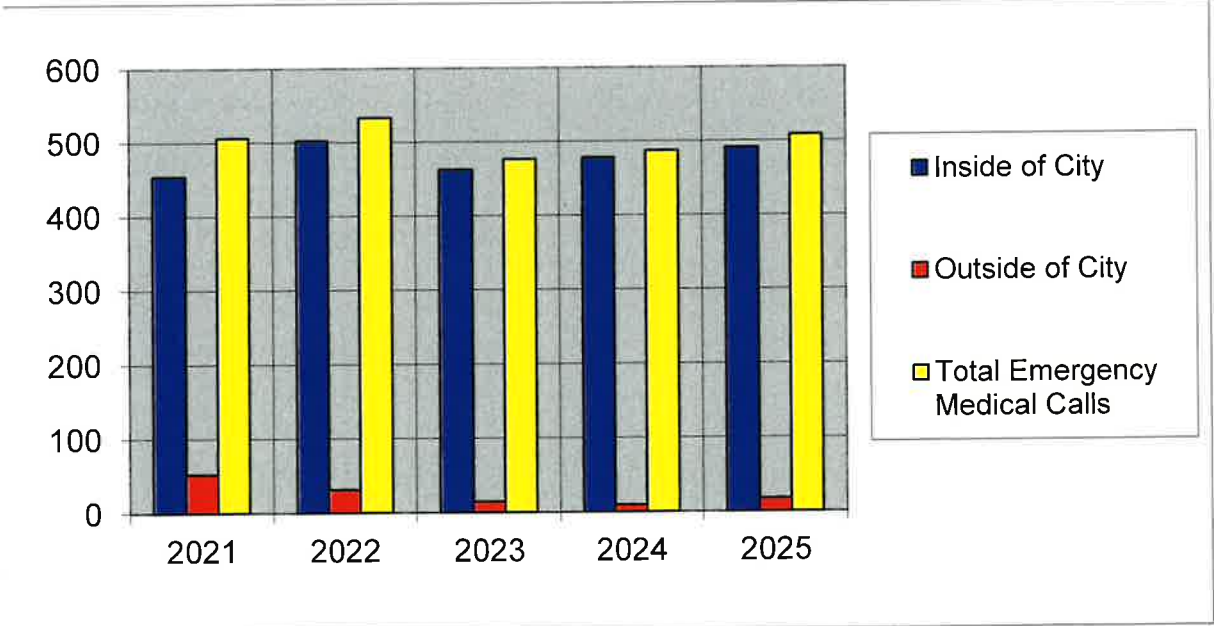
Fire Calls in September over a Five Year Period

	2021	2022	2023	2024	2025
District #1	73	37	83	73	126
District #2	38	39	35	25	62
District #3	37	47	0	0	0
Out of City	4	6	2	3	6
Total	152	129	120	101	194



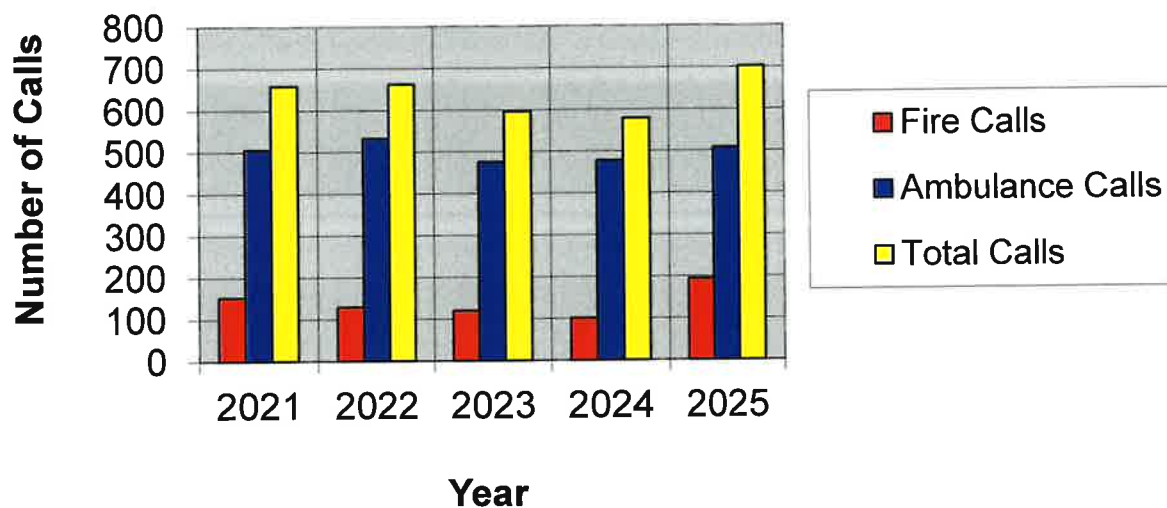
Ambulance Calls in September over a Five Year Period

	2021	2022	2023	2024	2025
Inside of City	454	502	462	478	491
Outside of City	52	31	14	9	17
Total Emergency Medical Calls	506	533	476	487	508



Fire and Ambulance Calls in September over a Five Year Period

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	152	129	120	101	194
Ambulance Calls	<u>506</u>	<u>533</u>	<u>476</u>	<u>478</u>	<u>508</u>
Total Calls	658	662	596	579	702



Training

Man Hours: 235
Course Hours: 73

RIT Ops	Fire-Misc
Paratech & Rescue Training	Rescue
Tractor Trailer Fire Tactics	Fire-Misc
Rope Operations	Rescue
Pre-Plans	Fire-Misc
Driver Training T1 (Scarlett)	Driver
Confined Spaces	Hazmat
Ropes	Rescue
CERT	
Paramedic 2yr	
Paramedic 1yr	

Fire Prevention Bureau

Ancillary Duties	64
Complaints Received	1
Conferences Held	1
Correspondence	119
Inspections Performed	15
Investigations Conducted	1
Plan Reviews	4
Public Education	4
Burning Permits Issued	5

Personnel

Cumberland Fire Department held interviews on September 25, 2025
for our ongoing candidate list.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for September 2025



City of Cumberland Department of Police

Monthly Report
September 2025



City of Cumberland Department of Police

Monthly Report

September 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	4	2	B & E (All)	19	10	Murder	0	0	Rape	1	1
Robbery	3	2	Theft - Felony	1	0	Theft - Vehicle	5	1			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	49	37	Theft - Petty	9	9	Domestic Assaults	23	21	CDS	37	17
Disturbances	160	143	DOP/Vandalism	20	23	Indecent Exposure	4	3	Sex Off - Other	2	3
Suicide	0	0	Suicide - Attmpt.	0	2	Tampering M/V	0	0	Abuse - Child	3	2
Trespassing	73	60	Assault on Police	3	2	Assault Other	34	26			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	0	20	Juvenile Compl.	12	17	Missing Persons	9	12	School Resource	216	156
School Threat	1	1	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	4	5

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	7	3	Hit & Run	22	14	M/V Crash	63	81	Traffic Stop	274	314

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	54	32	Assist Motorist	33	16	Check Well-Being	109	123	Foot Patrol	101	244
Assist Other Agency	87	47	Bike Patrol	0	6	Special Events	8	7	Suspicious Activity	95	82

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	12	85	Arrest	222	220	Closed	2159	2293	Suspended	58	29



City of Cumberland Department of Police

Monthly Report

September 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	35	35	M/V SERO	2	1	M/V Warnings	237	280	Arrest on View Adult	48	33
Arrest On Crim. Cit.	26	26	Arrest Summons	34	33	Arrest Warrant Adult	65	38	Adult Crim.	167	158
Arrest Summon (Chrg)	28	26	Arrest Warrant (Chrg)	21	4	Juvenile Crim.	16	43	Arrest on View Juv	9	28
Arrest Warrant JUV	0	0	Emer. Petition	29	31	Fingerprinting	0	0	RunAway & Miss Per.	8	11
Civil Citation	0	42									

Total Incidents Reported :

2024	2025
2,451	2,627

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

SEPTEMBER 2025

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	4 officers
School Resource	1 officer
CAT Team	0 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 472.5

COMP TIME USED: 22

SICK TIME USED: 311.2

YEAR TO DATE (beginning 07/01/25): 2,484.25

YEAR TO DATE (beginning 07/01/25): 261

YEAR TO DATE (beginning 07/01/25): 830.5

OVERTIME REPORT

OVERTIME WORKED: 229.5

HOSPITAL SECURITY: 95

COURT TIME WORKED: 188

YEAR TO DATE (beginning 07/01/25): 604.5

YEAR TO DATE (beginning 07/01/25): 298.5

YEAR TO DATE (beginning 07/01/25): 814

MUNICIPAL PARKING AUTHORITY (MPA)

SEPTEMBER 2025

Parking Citations Issued	93
Warnings Issued	158
Vehicles Towed	3

File Attachments for Item:

1. Approving the Open Work Session Minutes for September 24, 2025, and the Open Work Session Minutes for October 7, 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

Rocky Gap’s Executive Boardroom
16701 Lakeview Road, NE
Flintstone, MD 21530
Wednesday, September 24, 2025; 9:00 am

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Shannon Berry, Assistant to the City Clerk; and Ashley James, Executive Administrative Assistant

Public: Kit Pepper Lescalette

I. INTRODUCTION TO THE GOAL SETTING PROCESS

Mr. Silka began the discussion and noted that today would be to revisit and review the session from October 2023, review the SWOT analysis and present updates and new goals for the next two years to be presented at a Work Session meeting.

Goals for 2023:

- Fiscal Well-Being
- General Communication

- Neighborhood Revitalization
- Staff Enhancements
- Governmental & Community Partner Relations

Mr. Silka reviewed the bullets under each category above and highlighted projects and changes that occurred throughout the year, as well as their impact on each category. (See attached) Council provided feedback on areas still needing improvements.

- Fiscal Well Being

He provided an example with the project on Shades Lane, noting that with the dump having been shut down, resulting in the use of the landfill, the cost has now increased the already determined amount by \$30 to \$40K. These are just costs that cannot be foreseen. Our staff has done an exceptional job in sourcing and utilizing enhancements, as well as obtaining grants at the local level. Infrastructure needs will be ongoing and constantly changing due to wear and tear.

With road paving, we aim to follow a 3-5-7-year cycle of sealing and protecting the pavement. Using CDBG (Community Development Block Grant) funds for paving projects limits the amount of work that can be done due to the use of Davis-Bacon wages at 35% and additional requirements. Our target is coordinating with the water/sewer/gas work, so when we are not paving and tearing.

- The increase in real estate evaluations and property investments is growing each year. The hope is that, in the long run, more projects throughout the city will help lower property tax rates. Currently, the rising costs of goods and services make that difficult to predict. Mr. Silka shared an example: the last fire truck purchased was for \$800K and is now valued at \$1.2M in today's market. Our Fleet management departments do an excellent job with routine maintenance and proactively addressing service issues.
- One benefit of police taking home vehicles is that a car is not being used on three shifts a day; instead, it is assigned to one driver who takes it home at the end of the shift. Regarding the Fire Department, the current reserve engines are nearing the end of their lifespan, and a used replacement will need to be budgeted for next year. The newest engine from 1998 is leaking oil and may need to be taken off the road. It's also important to keep in mind that the new fleet may start to

experience wear and tear in a few years, which should be considered in the budget.

- To enhance communication, we are upgrading our website and boosting our ability to convey messages to citizens to help shape the narrative. Positive feedback has been received regarding our social media presence. A plan is also being developed for citizen messaging, along with providing a platform to share our messages and updates with the community.
- Blight removal efforts are continuous and will always be ongoing. Code enforcement continues, and a revised Ordinance is being drafted to address areas that need improvement. Efforts to remove blight are ongoing and will continue.

To better control code violations, it was suggested increasing rental registration fees to \$50 or approve licenses based on the tenant's history with the city. In addition, conducting yearly inspections as opposed to in between tenants could help identify properties that are deteriorating sooner, allowing for earlier intervention.

- When it comes to preserving our historic buildings, the City has taken a user-friendly approach to providing assistance to follow the state guidelines. As a certified municipality, we are eligible for tax credits and grant funding.
- Expanding on staff development involves assessing whether employees are ready to advance to the next level within their department or transfer to another department, and identifying the necessary steps to support that progression. Retirements over the next five years are expected to create numerous openings, so preparing staff now can help ensure a smooth transition.
- Focusing on how we can leverage technology is important. Many tasks that are currently supported can be done electronically. The current cost to generate and pay a water bill is \$2.99. Providing a terminal for customers to use could save the city that expense.

- Cross-training is essential and continuous, particularly for departments that are seasonal, to ensure they have sufficient work.
- Our relationship with the County & State has improved over the past two years. We are currently working on building a relationship with the Strategic Housing Alliance and HRDC to establish an office for anyone interested in buying a home, where they can access all the necessary education and information to move forward with the process.
- For College and Career Center development, Mr. Silka suggested a town and gown committee that would focus on leveraging resources and forming internships.

II. REVIEW OF SWOT ANALYSIS

Mr. Silka reviewed the SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) for 2023 to identify modifications to implement for the next two years and Council provided feedback on areas for improvement.

Strengths:

- Revitalization projects: Baltimore Street, Virginia Avenue, creating new residential and commercial opportunities and changing the perception.
- Quality of life amenities
- Relocation Program
- Citizen's Local Government Academy
- Private Investments/ Community Buy-In
- Bond Rating
- Committed Management Staff

Weaknesses:

- Absentee landlords
- Homeless population

- Blight within the City
- Higher-paying jobs
- Lack of housing options
- Low tax base / high tax rate – double taxation
- Recreational opportunities
- Negativity on Social Media

Opportunities:

- Finishing projects
- Mainstreet Project – Community Revitalization Bureau
- Attainable Housing Coalition
- Sports facility \ River Park \ Dog Park \ Walking track at Mason Complex
- Multi-use development
- Enhance community policing
- Raise Code enforcement standards
- Communication engagement with residents
- South End improvements

Threats:

- Social Media
- Blight Properties
- State Fiscal / State Building Codes
- Population Decline
- Uncertainty of Federal Funds
- Absentee Landlords/enforcement of local management

III. STRATEGIC INITIATIVES FOR 2025:

- Levitt Amp possibly installing an amphitheater
- Sports facility
- UPMC being more involved with the community
- Engaging with colleges and universities

IV. REVIEW OF MISSION STATEMENT

Mr. Silka reviewed the previous mission statement and solicited feedback. The council agreed with the mission outlined in the statement.

V. DEVELOPMENT OF STRATEGIC GOALS

Mr. Silka reviewed goals from 2023 and invited feedback or changes needed for the next two years:

- Public Safety (Fleet)
- Bring lighting back to South Cumberland
- Neighborhood groups – have tried in the past with low response and negativity. All agreed to consider encouraging the groups again.
- Citizen Engagement – Citizens' Local Government Academy would be a good platform to encourage the neighborhood groups.
- Parks and Recreation – multi-generational recreation. Currently, the focus is on youth. Providing programs for older residents is a worthwhile consideration.
- Community surveys

Continued work on staff enhancements is ongoing with administration providing cross-training to ensure adequate coverage during staff absences. With staff retirements approaching, a succession plan is crucial to have in place.

Fostering a positive culture is essential for employees to thrive and should be encouraged among directors. Creating an environment where they enjoy coming to work and collaborating with colleagues boosts morale and encourages them to give their best to the City.

The relationship with county and State Representatives has improved over the last 5-6 years. MML and MACO provide excellent education for our local representatives and the opportunity to observe developments in other municipalities.

Mr. Silka advised that the goals and ideas discussed would be drafted and presented at a Work Session meeting for review.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 1:45 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 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, October 7, 2025; 5:00 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Shannon Berry, Assistant to the City Clerk; Rich Reinhardt, Percy Public Affairs; Acting Chief Lieutenant Bonner; James Pyles, Chief of Police Candidate and Chief Adams

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

I. PRESENTATION FROM RICH REINHARDT WITH PERCY PUBLIC AFFAIRS (VIA ZOOM AT 5:00)

Rich began the discussion by updating on the budget and border estimate revenues, as well as the federal shutdown and its impact on the state of Maryland.

Board of Revenue Estimates (BRE) met on September 25, 2025, and approved the General Fund revenue of \$26.67 billion for FY26, a 3.6% increase from FY25. Going into FY27, estimates are projected to be around \$27.13 billion, representing

1.7% growth from FY26, which is a decline compared to the 4.1% growth seen during FY24-25.

Revenue sources contributing to this decline include the following data points presented at the board meeting:

1. Personal Income Tax: FY25 Maryland finished with \$264 million above the estimate, a 7% gain. Unfortunately, the growth reduced to 5.3% in FY26 and continued to decline to the current 2.2% in FY27 in terms of wage growth. The first wave of federal job cuts led to a reduction in overall growth for Maryland.
2. Corporate Income Tax: Maryland experienced a \$47 million decline for FY25, and prospects for the current fiscal year remain bleak. Collection drops are projected to reach \$147 billion, a decrease of 4.5%. Further revenue declines of 2.4% are forecasted for FY27.

Maryland is not typically known as a business-friendly state, but it is recognized as a state with a strong presence of medical institutions, federal employees, and higher education institutions.

3. Sales and Use Tax saw an increase in FY25 of \$72 Million, 2.6% but a concerning reduction of nearly \$35 Million is expected by the end of FY26.

Revenues are falling short of the projections needed for a stable economy and a balanced budget that does not rely on additional revenue. The Department of Legislative Services was projecting deficits beginning FY27, which are expected to grow by nearly \$3.6 billion by FY30. The Budget Reconciliation Financing Act (BRFA) is expected to raise about \$1.3 billion per year starting in FY27; however, declining income and corporate revenues will offset any gains from the new fees and tax increases.

Based on the revenue outlooks for Maryland, some of the bills that were nixed may be coming back on the table in January. Another conversation from BRE was because of the federal passage of the bill reshaping personal and corporate tax flows, Maryland will continue to struggle maintaining positive gain on revenue already obtained. It is estimated that Maryland could lose \$700K per day due to government shut down. More than 15K federal jobs have been lost since January. The labor market has slowly declined and is expected to weaken in 2026.

At a County level that could mean less state support. The outlook for MD combined with situation in DC is not looking good.

The guidelines the department of budget management have shared the last two years have been very clear cut on what they need to see for a state partnership. Project has to be shovel ready, have substantial investments outside of the state in order for the state to justify investing money.

II. CITY ADMINISTRATOR UPDATES

Mr. Silka provided an update on the second organized activity along the Virginia Avenue Corridor of Opportunity, which involved a walk with residents and business owners. The next step will be a seminar about the façade grant, scheduled for October 22, 2025, with the location to be confirmed. To ensure the process moves forward quickly, the initial focus will be on storefronts and small shops before expanding into neighborhoods. We are fortunate to have stakeholder support that we do not want to lose.

Halfway through the Citizens Local Government Academy (CLGA), the last class is held on October 30, 2025, at 6:00 PM

Taylor Layton distributed a handout and explained Order 27,866, adopting the Brand Guide. To revamp our website and social media, a brand guide has been created to show how we want to present ourselves to the community. The guide references our Mission, what we are “selling” to the community, and includes communication that is easy to understand with no complicated jargon.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF OCTOBER 7, 2025

Mr. Silka updated of a few items on the agenda for review:

- Order #4 refers to a \$600K study funded by an ARC grant and the Canal Place authority requesting \$100K to cover the cost.
- Order #12 refers to police incentives for new hires
- Order #17 Walnut Island is near Clement St. and the Wiley Ford bridge

IV. MAYOR AND CITY COUNCIL UPDATES

- The Great Allegany Run took place this past weekend
- Leadership Rising this coming Thursday
- Halloween is coming in the park as well as the parade
- MML fall conference will be held at the Wisp next week

- Mr. Silka is hosting a visit with the City of Brunswick on Friday

With no further business at hand, the meeting adjourned at 6:08 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____

File Attachments for Item:

1. Ordinance 4028 (*2nd and 3rd readings*) - to repeal and reenact Section 15-80 of the City Code pertaining to the applicability and short title of the parades, special events and small events Ordinance in order to add a statement of the purpose of the said Ordinance

ORDINANCE NO. 4028

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

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

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

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

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

NOW THEREFORE:

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

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

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

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

Passed this 21st day of October, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Order 27,868 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, LLC T/A Mezzos, Embassy Theater Corporation, SHAFCO T/A City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub Inc. for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective November 1, 2025 through October 31, 2026

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

ORDER NO. 27,868

DATE: October 21, 2025

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

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

Coachs Entertainment Enterprises, L.L.C. T/A Mezzos

Embassy Theater Corporation

SHAFCO T/A City Lights American Grill and Bar

Uncle Jack's Pizzeria and Pub Inc.

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

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this 6 day of October, 2025, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** ("Lessee").

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; and

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

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

1. **Demise**. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee's restaurant:

(a) The area measuring 6 feet in depth and 32 feet in width adjacent to the restaurant building on the South Centre Street side of the restaurant property; and

(b) The portion of the alley located on the northern side of the restaurant property, for the full width of the alley, running with the northeastern corner of the restaurant building through to S. Centre Street.

The demised parcels, being shown on the plat attached hereto as Exhibit 1, are hereinafter referred to collectively as the "Demised Premises" and the portion of the Demised Premises described in paragraph 1(b) above are hereinafter referred to as the "Alley Parcel."

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

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

The Alley Parcel may be used for the aforesaid purposes on Fridays and Saturdays from 5 p.m. until midnight during the period of each year during the term of this Lease which falls between November 1 and October 31. In addition to the uses applicable to the Demised Premises as a whole, the Alley Parcel may be utilized for the purpose of provided entertainment for Lessee's customers; provided, however, that Lessee shall comply with all requests made by the City of Cumberland Police Department relative to noise control and it may, in its absolute discretion in the event there are noise issues or issues relative to the disorderly conduct of Lessee's patrons, direct that the use of the Alley Parcel be terminated on any particular evening for either outdoor dining, the provision of entertainment or for both purposes.

The Lessee shall coordinate its outdoor entertainment with the Downtown Development Commission so as to ensure that it does not interfere with outdoor entertainment provided by the Downtown Development Commission. To the extent that it interferes, it will not be permitted and shall be subject to being terminated by the City of Cumberland Police Department on any particular evening.

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

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

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

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

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

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

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

11. **Utilities, Construction of Improvements.** Lessee shall not construct any improvements in the area of the Demised Premises. The Demised Premises shall be subject to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric, and telephone service providers, for the full length and width of both parcels comprising the Demised Premises for any existing utility lines, for drainage and for the installation, repair, replacement and/or maintenance of any needed or existing utility lines and storm water management and sediment and erosion control devices and improvements.

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

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

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

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

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

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

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

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

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

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

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

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

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

To the City:

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

To Lessee:

Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

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

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

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

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

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

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

**COACHS ENTERTAINMENT
ENTERPRISES, LLC T/A MEZZOS**

By:  _____ (Seal)
Signature

WITNESS

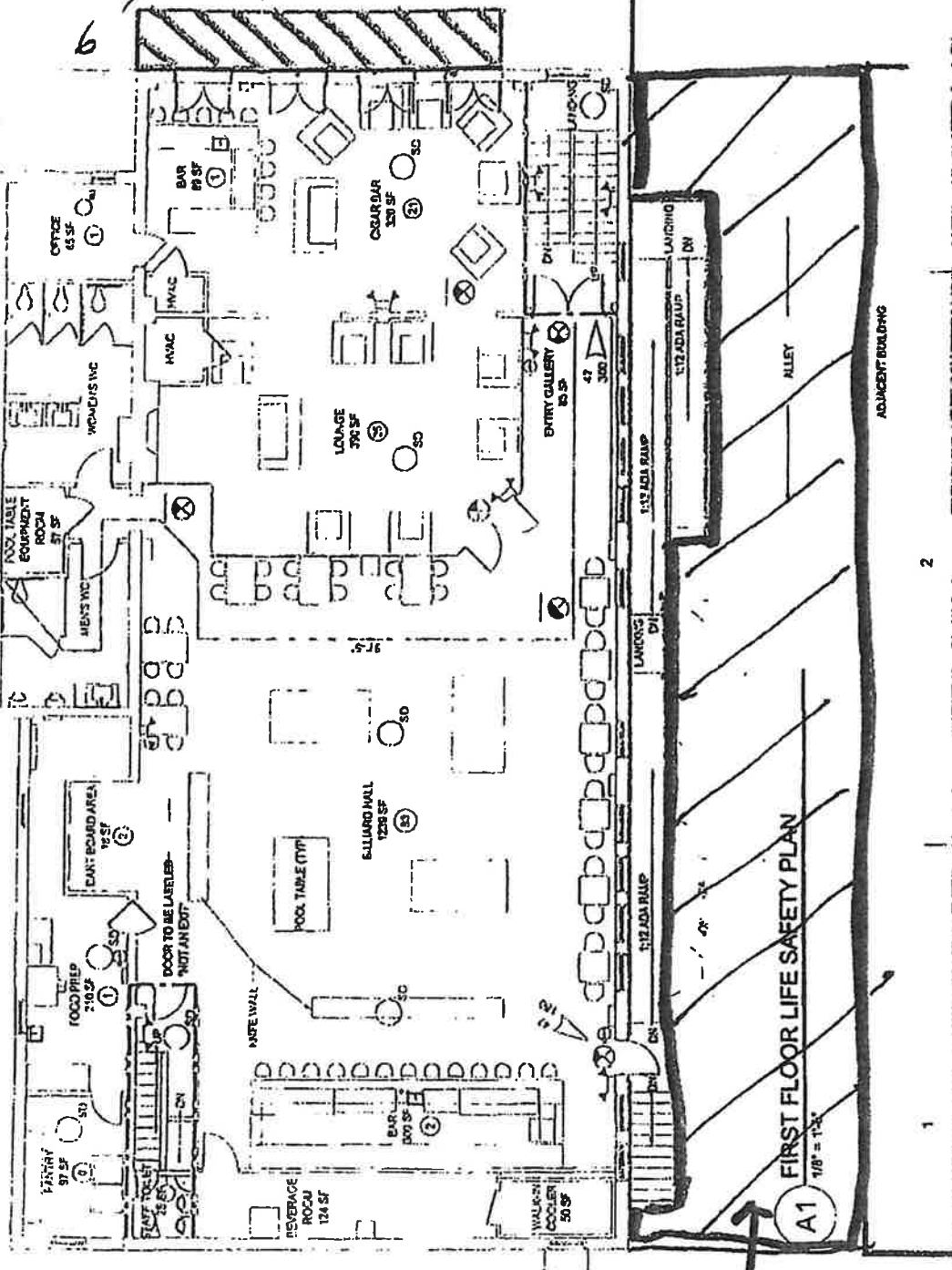
Printed Name

Position

S. CENTRE ST.

MEZZO's
Outdoor Dining
2020

ADJACENT BUILDING



Alley

EXHIBIT 1

OUTDOOR DINING LEASE AGREEMENT

6 THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this October, 2025, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR ("Lessee").

WHEREAS, Lessee operates a restaurant at 59 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 8 feet and length of 68 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Bill Shaffer
City Lights American Grill & Bar
59 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

**SHAFCO T/A CITY LIGHTS AMERICAN
GRILL AND BAR**

Debra Shaffer
Witness

By: Ronald D Shaffer (Seal)
Signature

Ronald D. Shaffer
Printed name

President
Position

The highlighted
dining areas

CUMBERLAND
ARMS
BUILDING

EX CONCRETE BORDER
(TO REMAIN)

THE
SHOPPES
AT #1

CITY
LIGHTS

LAZARUS
BUILDING

F.O.



OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **UNCLE JACK'S PIZZERIA AND PUB INC.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 20 S. Mechanic Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of **22** feet and length of **22** feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Uncle Jack's Pizzeria & Pub
c/o Dennis Dillon
104 Forest Drive
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

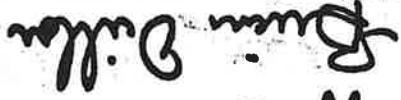
**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor



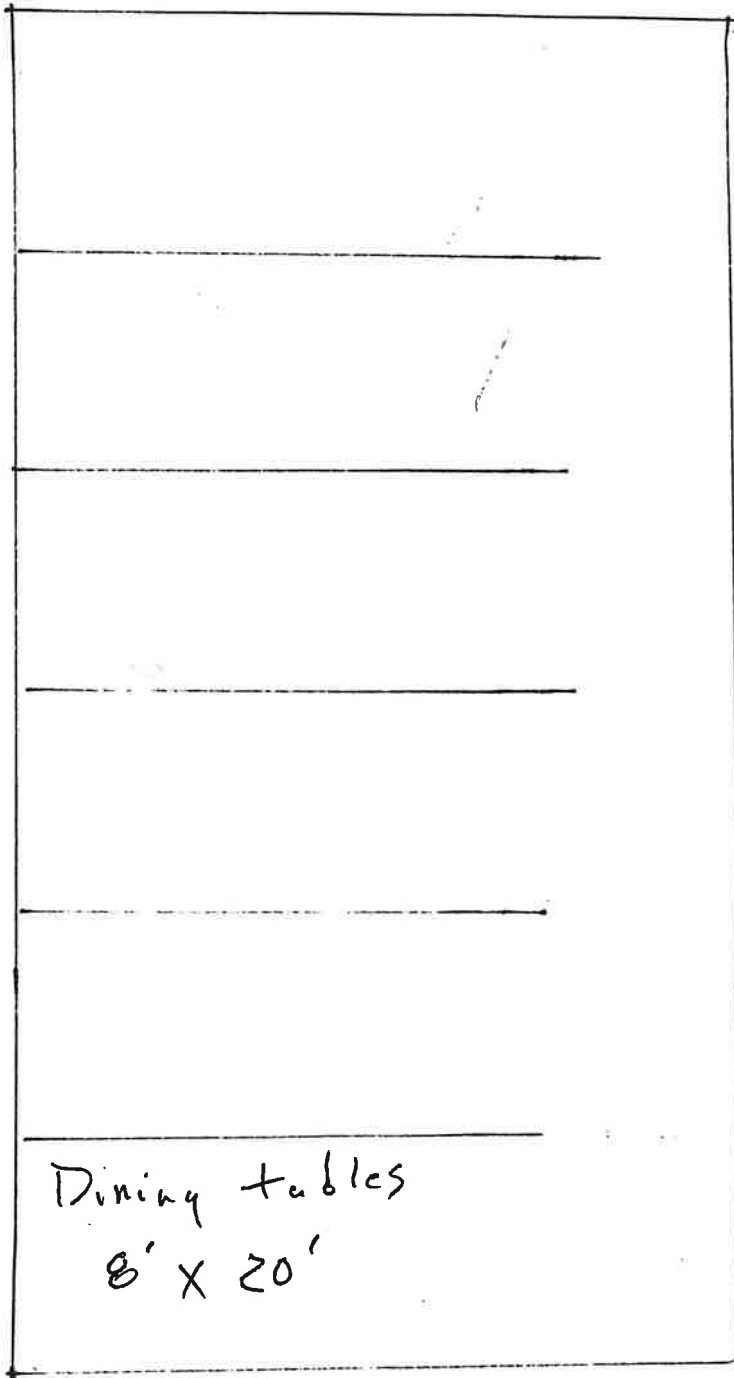
Witness

UNCLE JACK'S PIZZERIA AND PUB, INC.

By:  (Seal)
Signature

Printed name

Owner
Position



OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 7 day of October, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **EMBASSY THEATRE CORPORATION** ("Lessee").

WHEREAS, Lessee operates a theater at 49 Baltimore Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside entertainment area on a portion of the public right-of-way adjacent to its theater; and

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 43 feet 0 inches and length of 32 feet 0 inches, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as **Exhibit 1**. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Denise Gilks
Embassy Theatre Corporation
49 Baltimore Street
Cumberland, MD 21502

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

EMBASSY THEATER CORPORATION

By: _____ (Seal)
Signature

Denise Gilks
Printed name

Executive Director
Position

File Attachments for Item:

. Order 27,869 - accepting the sole source proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 29, 2025 to November 29, 2026 in the amount not to exceed \$30,135

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

ORDER NO. 27,869

DATE: October 21, 2025

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

THAT the sole source proposal from Link Computer Corporation, PO BOX 250, Bellwood, PA 16617 for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 29, 2025 to November 29, 2026, in the amount not to exceed Thirty Thousand One Hundred Thirty Five Dollars and No Cents (\$30,135.00), be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Cisco WebEx Cloud Based Phone System renewal

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

The IT Department requests an order for costs not to exceed \$30,135 to Link Computer Corporation for Cisco WebEx cloud based phone services for one year. We have been using the Cisco phone system since March 2023. Because Link purchased the contract for us it creates obstacles from Cisco when other vendors attempt to provide a quote. We have a sole source approval from Jeff Silka. Link is providing the same cost as several previous years.

This item is budgeted in 001.033 48201.

Amount of Award: not to exceed \$30,135

Budget number: 001.033.48201

Grant, bond, etc. reference:

Fwd: 60 Day Subscription Notification for Collaboration Flex Plan 3.0

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>

Tue, Oct 7, 2025 at 9:33 AM

To: Shannon Berry <shannon.berry@cumberlandmd.gov>

Here's the Cisco WebEx renewal notification with the expiration date in it.

Johnna

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

From: **Cisco Commerce Workspace** <notificationsapp@cisco.com>

Date: Mon, Oct 6, 2025 at 5:18 AM

Subject: 60 Day Subscription Notification for Collaboration Flex Plan 3.0

To: <johnna.byers@cumberlandmd.gov>

Cc: <saassrtalerpsm@cisco.com>



We want to inform you that your subscription will expire in 60 days on **Friday, November 28, 2025**. To ensure uninterrupted services, please contact your **Cisco Renewal Sales Representative or Customer Service** before expiration date.

Please note that your term will start the day after your prior subscription ends, provided that renewal is within 15 days of the prior term end date

Account Details

End Customer	CITY OF CUMBERLAND	Subscription Details:	Collaboration Flex Plan 3.0
Subscription End Date	Friday, November 28, 2025	Subscription ID	Sub1689095

This is a system generated email.

Thank you

CISCO SYSTEMS, INC.



Webex Calling Renewal

Quote #1030660 v1



Prepared For:

CITY OF CUMBERLAND

JOHNNA BYERS
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501

P: (301) 759-6441

E: johnna.byers@cumberlandmd.gov

Prepared by:

Link Computer Corporation

Dan Servello
Stadium Drive
PO Box 250
Bellwood, PA 16617

P: 814-742-7700

E: dservello@linkcorp.com

Date Issued:

10.06.2025

Expires:

10.31.2025

Cisco Webex Calling Renewal

Line #	Product Details	Qty	Price	Ext. Price
1	A-FLEX-NUCL-P NU WEBEX CALLING PROFESSIONAL LICS	205	\$105.00	\$21,525.00
2	A-AUD-OCPL-NU OCPL FROM THE US UNLTD FOR US LICS NU	205	\$42.00	\$8,610.00
Subtotal:				\$30,135.00

Quote Summary	Amount
Cisco Webex Calling Renewal	\$30,135.00
Total:	\$30,135.00

SALES TAX MAY BE APPLICABLE AND WILL BE SHOWN ON INVOICE(S). Unless otherwise noted, this quote does not include installation services. Note: This is Not an Invoice! Please do not pay from this Quote.

Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Returns are not accepted without a prior approved Return Merchandise Authorization.

Prices are subject to change without prior notice due to currency fluctuations, fuel prices, and/or unforeseen economic circumstances.

Quoted prices do not include any new or increased tariffs that may be enacted after the date of this quote.

By signing this quote, you are agreeing to all terms and conditions stated within this quote.

Acceptance

Link Computer Corporation

CITY OF CUMBERLAND

Dan Servello

Signature / Name

10/06/2025

Date

JOHNNA BYERS

Signature / Name

Initials

Date



Terms and Conditions

Hardware and Software

Unless otherwise provided in a SOW, standard processing time for Hardware is two business days after a Hardware order has been approved. If Client wishes to expedite a Hardware order, Client must clearly indicate that such order should be expedited and submit such order no later than 11 AM EST. Overnight charges may be applicable to expedited orders.

Credit Card Fees: A convenience fee of 3.5% will be added to all payments made via credit card.

No Return Policy: All Hardware and software orders have a no return policy. Link shall consider returns for extenuating circumstances, provided: (i) Client request to return any Hardware and/or Software no later than 2 weeks after the date of the invoice and (ii) such return is approved by all parties, including Link, the applicable manufacturer and/or distribution partners. Any refund resulting from an authorized return will be issued only upon (i) the successful return of the Hardware and/or Software, and (ii) Link's receipt of a refund from the applicable manufacturer and/or distribution partner. Refunds are subject to reduction by restocking fees or other fees charged by the applicable manufacturer and/or distribution partner.

Johnna Byers <johnna.byers@cumberlandmd.gov>

Re: Cisco WebEx Phone System renewal

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Oct 6, 2025 at 9:12 AM

To: Johnna Byers <johnna.byers@cumberlandmd.gov>Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

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

On Mon, Oct 6, 2025 at 8:59 AM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Good morning Jeff,

IT is requesting sole source approval to renew the Cisco WebEx phone system contract with Link Computer Corporation at a price of \$30,135.

Link is the contract holder at this time, and when we requested other quotes last year, we were told that in order for other vendors to quote, they would have to seek our permission to become owner of the subscription. Link has given us a quote with the same price as the previous several years. I've attached the quote.

With your approval I will submit to the city clerk for a Mayor and Council order.

Please let me know if you have questions or need further info.

Thanks,

Johnna

File Attachments for Item:

. Order 27,870 - approving of the sole source proposal from Cargill, Inc. to provide road salt for an amount not exceed \$200,000 for the term September 1, 2025 - August 31, 2026, with pricing obtained through the statewide contract

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

ORDER NO. 27,870

DATE: October 21, 2025

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

THAT, the City Administrator be and is hereby authorized to approve the sole source purchase of road salt from Cargill Incorporated, 24950 Country Club Boulevard, Suite 450, North Olmsted, Ohio, 44070 for an amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00), for the term September 1, 2025 through August 31, 2026, with pricing obtained through the State bid process.

Raymond M. Morriss, Mayor

Budget: 001.057.36000

Council Agenda Summary

Meeting Date: October 21, 2025

Key Staff Contact: Devin Burke

Item Title:

Order accepting the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club BLVD, STE 450, North Olmsted, OH 44070 for the amount not to exceed \$200,000.

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

Requesting an order to accept the sole source purchase of road salt from Cargill Incorporated for an amount not to exceed \$200,000. Cargill Incorporated was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. As per the statewide contract the cost of the road salt plus delivery is \$102.96 /ton for the contract term of September 1, 2025-August 31, 2026. The Mayor and Council previously approved the budget amount of \$178,930 in 001.057.36000 for snow removal chemicals. The purchase order is for \$200,000 to allow for overages, as we will spend only what is necessary.

Amount of Award: \$200,000

Budget number: 001.057.36000

Grant, bond, etc. reference:



CITY OF CUMBERLAND
Maryland
DEPARTMENT OF PUBLIC WORKS

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

CITY ADMINISTRATOR
JEFFREY F. SIILKA, ICMA-CM
PUBLIC WORKS DIRECTOR
BROOKE CASSELL

10/21/2025

Dear Mayor and City Council,

I recommend that we move forward with the Sole Source Purchase of Road Salt from Cargill Incorporated, 24950 Country Club Blvd, North Olmsted, OH 44070.

Cargill Incorporated was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies. The statewide contract may be used by all state agencies, counties, municipalities and other eligible entities. The term of the contract is from July 13, 2023 through August 31, 2026. The road maintenance salt unit cost is \$102.96 per ton, which includes delivery cost, for 9/1/25-8/31/26. The FY26 approved budget amount for snow removal chemicals is \$178,930. The purchase order will be for an amount not to exceed \$200,000 to allow for overages due to the unexpected weather.

Sincerely,

Devin Burke
Superintendent of Streets and Public Properties

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600022

PRINT DATE: 07/21/23

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CARGILL INCORPORATED
24950 COUNTRY CLUB BLVD STE 450

NORTH OLMSTED, OH 44070
(800) 600-7258 EXT 4774

REFER QUESTIONS TO:

DAVID RENFRO
(410) 767-7064
DAVID.RENFRO@MARYLAND.GOV

ITB: DGSR3600022

EXPR DATE: 08/31/26
POST DATE: 07/13/23

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT FOR SODIUM CHLORIDE/ROAD SALT *
* ROCK AND SOLAR *
* ALLEGANY COUNTY *

DETAIL OF DELIVERY PRICE PER COUNTY IS LOCATED BELOW
THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES,
COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.
CONTRACT TERM: SEPTEMBER 1, 2023 THRU AUGUST 31, 2026
THREE (3) YEARS.

OPTION TO RENEW: THE CONTRACT MAY BE UNILATERALLY EXTENDED FOR
(2) TWO ADDITIONAL, (1) ONE YEAR PERIODS AT THE SAME TERMS AND
CONDITIONS.

OPTION YEAR 1: SEPTEMBER 1, 2026 THRU AUGUST 31, 2027
OPTION YEAR 2: SEPTEMBER 1, 2027 THRU AUGUST 31, 2028

VENDOR NAME: CARGILL, INC.
VENDOR CONTACT: TATYANA HUHN
TELEPHONE: 800-600-7258
VENDOR EMAIL ADDRESS: SALT_CUSTOMERCAREROADSAFETY@CARGILL.COM

THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600022

PRINT DATE: 07/21/23

PAGE: 02

TERMS (cont'd):

TO PROVIDE, DELIVER AND UNLOAD SODIUM CHLORIDE (ROCK AND SOLAR SALT) FOR THE STATE AT A FIRM FIXED PRICE FOR THE TERM AS SHOWN HEREIN. ALL ROCK AND SOLAR SALT FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH THE SCOPE OF WORK DETAILED IN THE INVITATION FOR BID (IFB).

QUALITY:

THIS CONTRACT IS SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S AT THE VENDOR'S EXPENSE FOR REPLACEMENT FOR CREDIT.

AGENCIES RESERVES THE RIGHT TO SAMPLE MATERIAL AT ANY TIME. ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED MATERIAL AS DETERMINED. THE MATERIAL MAY BE SUBJECT TO A WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT. THE VENDOR WILL REMOVE ALL AGGREGATES MATERIAL FROM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND REPLACE AT NO ADDITIONAL COST.

DELIVERIES:

ALL DELIVERIES WILL BE MADE ONLY DURING NORMAL WORKING HOURS (MONDAY - MONDAY - FRIDAY, 7:30AM-3:30PM), UNLESS THE SUPPLIER OBTAINS PRIOR VERBAL OR WRITTEN APPROVAL FROM AN MDOT SHA REPRESENTATIVE FOR A DELIVERY DURING NON-WORK HOURS. MDOT SHA WILL CONSIDER EXTENDED OR WEEKEND DELIVERY HOURS, OVERNIGHT IF NEEDED, PROVIDED THE VENDOR COMMITS TO A HIGH DELIVERY TONNAGE TO A SPECIFIC SALT STRUCTURE.

MATERIALS:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600022

PRINT DATE: 07/21/23

PAGE: 03

TERMS (cont'd):

A. SODIUM CHLORIDE (ROCK SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS SET FORTH IN ASTM DESIGNATION.

D632-12 (OR LATEST REVISION THEREOF):

TYPE 1 - USED AS A PAVEMENT DEICER

GRADE 1 - STANDARD GRADING (PROVIDES A PARTICLE GRADING FOR GENERAL APPLICATION)

THE MOISTURE CONTENT OF SODIUM CHLORIDE (ROCK SALT) SHALL NOT EXCEED THREE PERCENT (3.0%) BY WEIGHT AT THE TIME OF DELIVERY. THE SODIUM

CHLORIDE (ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED THROUGHOUT THE ROCK SALT TO PREVENT CAKING.

B. SODIUM CHLORIDE (SOLAR SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS SET FORTH IN ASTM DESIGNATION.

D632-12 (OR LATEST REVISION THEREOF):

TYPE 1 - USED AS A PAVEMENT DEICER

GRADE 1 - STANDARD GRADING (PROVIDES A PARTICLE GRADING FOR GENERAL APPLICATION)

THE SODIUM CHLORIDE (SOLAR SALT) SHALL BE CREATED UTILIZING AN EVAPORATION PROCESS, OR EQUIVALENT PRACTICE, THAT WILL YIELD A 99% MINIMUM SODIUM CHLORIDE PRODUCT (1% OR LESS OF INSOLUBLE IMPURITIES). THE MOISTURE CONTENT OF SODIUM CHLORIDE (SOLAR SALT) SHALL NOT EXCEED

THREE PERCENT (3.0%) BY WEIGHT AT THE TIME OF DELIVERY. THE SODIUM CHLORIDE (SOLAR SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED THROUGHOUT THE SOLAR SALT TO PREVENT CAKING.

THE VENDOR SHALL FURNISH THE USING AGENCY WITH ITEMIZED INVOICES WITHIN FIFTEEN (15) DAYS AFTER DELIVERY/PICKUP OF MATERIAL.

.
PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY

.
INVOICES:

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE IS FOR ROCK AND SOLAR ROAD SALTS FOR STATEWIDE AGENCIES FACILITIES ACROSS THE STATE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600022

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TERMS (cont'd):

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION

OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE

CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE, OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING

ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;

- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT: (I) RECEIVES STATE MONEY;

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

- AND (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT: (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT
- (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
- (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND;
- (8) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS.

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER ON ALL INVOICES.

THIS PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # BPM036326/001IT821376 INCORPORATED HEREIN BY REFERENCE.

DELIVERY PRICING/PER TON:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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PRINT DATE: 07/21/23

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TERMS (cont'd):

9/1/2023-8/31/24	9/1/24-8/31/25	9/1/25-8/31/26
ROCK SOLAR	ROCK SOLAR	ROCK SOLAR
ALLEGANY \$97.13 \$115.13	\$102.96 \$117.96	\$102.96 \$120.46

0009 77545 TN 97.1300

ROAD MAINTENANCE SALT

0010 77545 TN 115.1300

ROAD MAINTENANCE SALT

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____

DATE: _____

BUYER AUTHORIZED DESIGNEE



Julie Hutson <julie.hutson@cumberlandmd.gov>

Re: Road Salt Contract FY26 Sole Source Approval

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Oct 14, 2025 at 2:24 PM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Julie Hutson <julie.hutson@cumberlandmd.gov>

Sadly, I approve. When I started this career salt was 43/ton

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

On Tue, Oct 14, 2025 at 2:20 PM Devin Burke <devin.burke@cumberlandmd.gov> wrote:

Jeff,

I am asking for your Sole Source Approval for the purchase of road salt from Cargill Incorporated. Cargill was awarded the Statewide Contract for Road Salt to be used in Allegany County, which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchases through joint efforts with other agencies.

As per the statewide contract, the cost of the road salt plus delivery is \$102.96/ton for the contract term of September 1, 2025 - August 31, 2026. The Statewide Contract is attached for your reference. It is of note that this is the last year of the current statewide agreement.

Pending your approval, we have the M&CC Agenda Item prepped for the next meeting.

Thank you for your time!

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



File Attachments for Item:

. Order 27,871 - accepting the bid from low responsive bidder L/B Water Service for the purchase of 4500 feet of 8" C900 water pipes for the Shades Lane water main replacement project in the amount not to exceed \$100,000 for the entire project

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

ORDER NO. 27,871

DATE: October 21, 2025

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

THAT, the bid from LB Water Service, Inc., 593 S. High Street, Selinsgrove, PA 17870 for the purchase of Four Thousand Five Hundred (4,500) of Eight (8) inch C900 Pipe for the Shades Lane Water Line Replacement Project in the not to exceed amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) for the entire project be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget:
002.141.02

Bids Received:

Vendor	Unit Price
L/B Water Service	\$19.38
CITCO Water	\$19.66
Core & Main	\$19.39
Ferguson Waterworks	\$22.31

Council Agenda Summary

Meeting Date: October 21, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Purchase of 4,500' of 8" C900 Water Pipe for the Shades Ln. Water Line Replacement Project from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$100,000 for the entire project.

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

Requesting an order to allow the purchase of 8" C900 water pipes in the amount of 4,500' from L/B Water Service in the amount not to exceed \$100,000 for the entire project. These items are for the Shades Ln. water main replacement project. In accordance with the city's purchasing guidelines these items were put out for bid to four different distributors. L/B Water was awarded the pipe portion of the project as they came in as the lowest bidder.

Amount of Award:

\$100,000

Budget number:

002 141.02

Grant, bond, etc. reference:



CITCO Water
100 BETHEL RD
MORGANTOWN, WV 26501
Phone 304-592-3884
Fax 304-592-5779



Quotation

EXPIRATION DATE	QUOTE NUMBER	
11/01/2025	S100316089	
CITCO Water 100 BETHEL RD MORGANTOWN, WV 26501 Phone 304-592-3884 Fax 304-592-5779		PAGE NO.
		1 of 1

QUOTE TO:

SHIP TO:

CITY OF CUMBERLAND
ATTN: FINANCE DEPT
57 N LIBERTY STREET
CUMBERLAND, MD 21502

CITY OF CUMBERLAND MD
SHADES LANE WATER MAIN REPLACEMENT
PROJEC 2026
CUMBERLAND, MD 21502

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1579	SHADES LANE		Jack McIntosh	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Bill Spino	ROUTE 68 EAST	Net 60 Days	09/02/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS CALL MARTY BEFORE DELIVERY 1-240-362-8017 SHIP ORDERS AS WE GET THEM...ORDERS DO NOT NEED TO BE COMPLETE BEFORE SHIPPING PER MARTY!!!			
2500ft	8" CL/305 C900 DR-14 PVC PIPE 1-WEEK LEAD TIME ←		19.660/ft	49150.00
1000ft	#12 AWG COPPER CLAD STEEL PE INSULATED UL TRACER WIRE "BLUE" IN 500' SPOOLS IN STOCK ←		0.150/ft	150.00
4ea	GALLON CAN PIPE LUBRICANT IN STOCK ←		19.000/ea	76.00

IMPORTANT NOTICE: DUE TO UNPRECEDENTED SUPPLY CHAIN DISRUPTIONS WE ARE UNABLE TO PROVIDE FIRM PRICING FOR ANY LENGTH OF TIME. ALL PRICES ARE SUBJECT TO CHANGE BASED ON AVAILABILITY AND MARKET PRICING AT TIME OF SHIPMENT. THIS NOTICE SUPERCEDES ALL PREVIOUS TERMS.

Subtotal	49376.00
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	49376.00



Bid Proposal for Shades Lane Main Replacement Project FY2026

MAYOR & CITY CNCL CUMBERLAND

Job Location: Cumberland, MD

Bid Date: 09/04/2025 05:00 pm

Core & Main Bid #: 4428107

Core & Main

117 Industrial Circle

Martinsburg, WV 25403

Phone: 3042636986

Fax: 3042637009

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10	2500	020814B	8 PVC C900 DR14 PIPE 20' BLUE GSKT PC305	FT	19.39	48,475.00
20	1000	9612TW500B	12GA TW BLUE 500' CCS PE30 COPPER CLAD TRACER WIRE PER FOOT	FT	0.16	160.00
30	4	29APLQ	LUBE 1 QT F/WATER/SWR PIPE	EA	N/C	N/C
40			AVAILABILITY			
50			1 WEEK OR LESS			
					Sub Total	48,635.00
					Tax	0.00
					Total	48,635.00

Branch Terms:

The attached proposal represents Core & Main's interpretation of existing plans and specifications as of the date of this document. The details contained represent neither a guarantee of items required, nor quantity required. Orders for this project will be accepted on the basis of quantities specified by the buyer and unit pricing and terms as contained in this quotation. All prices are based on the quotation in its entirety with full truckload freight paid releases. Lesser quantities may reflect additional charges for shipping and handling. Prices are subject to revision due to specification change, change orders and quantity changes. All pricing contained in this quotation are less applicable sales taxes and must be added. All quotations are contingent upon the buyer's acceptance of seller terms and condition. Quoted prices are firm for shipment within 30 days of quoted date, unless otherwise noted.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



FERGUSON WATERWORKS #7849
295 INTERSTATE CIRCLE
FREDERICK, MD 21704-6666

Phone: 301-668-5470
Fax: 301-668-5474

Deliver To:
From: Brian Reynolds
brian.reynolds@ferguson.com
Comments:

11:43:51 SEP 05 2025

Page 1 of 1

FERGUSON WATERWORKS #7835
Price Quotation
Phone: 301-668-5470
Fax: 301-668-5474

Bid No: B075091
Bid Date: 09/03/25
Quoted By: BKR

Cust Phone: 301-759-6403
Terms: NET 10TH PROX

Customer: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502-2312

Ship To: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502-2312

Cust PO#:

Job Name: SHADES LN PIPE

Item	Description	Quantity	Net Price	UM	Total
DR14BPX	8 C900 DR14 PVC GJ BLUE PIPE	2500	22.307	FT	55767.50
TW12SLD45BL500	12GA SLD COP PE45 WIRE BLUE 500	1000	283.220	M	283.22
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	4	14.285	EA	57.14
Net Total:					\$56107.86
Tax:					\$0.00
Freight:					\$0.00
Total:					\$56107.86

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=7835&on=1084>



L/B Water Service, Inc.

Location: 102 Chambersburg
593 S HIGH STREET
PO BOX 60
SELINGROVE, PA 17870

L/B Water Service, Inc.

**PO BOX 60
SELINGROVE, PA 17870**

INVOICE

INVOICE

3967768

Invoice Date Page
08/19/2025 1 of 2

Bill To: 18628

CITY OF CUMBERLAND
ATTN: ACCOUNTS PAYABLE
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502
US

Ship To: 18628

CITY OF CUMBERLAND
MUNICIPAL SERVICE CENTER
215 BOWEN STREET
CUMBERLAND, MD 21501

Attn: SARAH GYGER

Ordered By: Marty Watts (marty.watts@cumberlandmd.gov)

PO Number				Terms	Net Due Date	Order Date	Pick Tckt #		
C900 PIPE				Net 30	09/18/2025	08/14/2025			
Order Date		Pick Ticket No		Carrier	Tracking #		Salesrep		Entered By
08/14/2025				L/B TRUCK			Logan Miller		LOGAN_MILLER
Quantities				Disp.	Item ID Item Description	Price UOM	Unit Price	Extended Price	
Ordered	Shipped	Remaining	UOM						

Delivery Instructions: I81 SOUTH TO I70 WEST TOWARDS CUMBERLAND.USE EXIT 1A FOR I68 WEST/US-40W.FOLLOW TO THE CITY OF CUMBERLAND.USE EXIT 43B FOR MD-51.MAKE A LEFT ONTO HOWARD FOR SHORT DISTANCE.MAKE A RIGHT ONTO MD-51 EAST INDUSTRIAL BLVD.FOLLOW PAST LARGE RED ROOF BUILDING ON RIGHT.TURN RIGHT ON VIRGINIA AVE.TURN RIGHT ON BOWEN STREET.TAKE TO END AND BUILDING SHOULD BE DIRECTLY AHEAD.

2,500.00	2,500.00	0.00	FT	8-DR14NA	FT	19.38	48,450.00
				8IN X 20FT DR14 PVC PIPE AWWA C900			
				305 PSI NORTH AMERICAN PIPE			

ORIGINAL



L/B Water Service, Inc.

Location: 102 Chambersburg

593 S HIGH STREET

PO BOX 60

SELINGROVE, PA 17870

L/B Water Service, Inc.

PO BOX 60

SELINGROVE, PA 17870

INVOICE

INVOICE

3967768

Invoice Date

08/19/2025

Page

2 of 2

Quantities				Disp.	Item ID Item Description	Price UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM					

SUB-TOTAL: 48,450.00

TAX: 0.00

AMOUNT DUE: 48,450.00

U.S. Dollars

ALL CLAIMS AND RETURNS MUST BE ACCOMPANIED BY A PACKING SLIP

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

ORIGINAL

File Attachments for Item:

. Order 27,872 - declaring real property known as 429 Central Avenue to be surplus property to be offered for sale

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

ORDER NO. 27,872

DATE: October 21, 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. 429 Central Avenue	Tax ID No. 22-009516
-----------------------	----------------------

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 27,873 - authorizing Change Order No. 1 with Belt Paving, Inc., due to additional quantities required to complete the paving work on Oldtown Road and Wempe Drive in the amount not to exceed \$1,656, bringing the new project total to \$200,907.65

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

ORDER NO. 27,873

DATE: October 21, 2025

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

THAT, Change Order No. 1 with Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, due to additional quantities required to complete the paving work on Oldtown Road and Wempe Drive be and is hereby accepted in the amount not to exceed One Thousand Six Hundred Fifty Six Dollars and No Cents (\$1,656.00) bringing the project total to Two Hundred Thousand Nine Hundred Seven Dollars and Sixty Five Cents (\$200,907.65).

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Original Contract Price	\$199,251.65
Change Order No. 1	\$1,656.00
Total Price after CO 1	\$200,907.65

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 Oldtown Road & Wempe Drive Paving

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

Change Order #1 to the Oldtown Road and Wempe Drive Paving performed by Belt Paving, Inc. in the amount of \$1,656.00. This was due to additional quantities in order to complete the project. The original M&CC was awarded for \$199,251.65 and with Change Order #1 in the amount of \$1,656.00 the new project total is \$200,907.65.

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

Amount of Award: \$1,656.00

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

TOTAL AMOUNT DUE THIS INVOICE \$ 1,656.00

File Attachments for Item:

. Order 27,874 - approving the sole source purchase from Sydnor Hydro, Inc., for one Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump in the total amount not to exceed \$168,800

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

ORDER NO. 27,874

DATE: October 21, 2025

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

THAT, the sole source purchase from Sydnor Hydro, Inc., 2111 Magnolia Street, Richmond, VA 23223, for one (1) Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump in the total amount not to exceed One Hundred Sixty Eight Thousand Eight Hundred Dollars and No Cents (\$168,800.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget:
003.399.TP22.62000

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

WRF Main Pump Replacement Purchase

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

The sole source purchase of one Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump from Sydnor Hydro, Inc. This pump is necessary to replace one of the WRF's main pumps at the front of the plant. The cost of the pump is \$168,800.00.

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

Sole source approval provided verbally by the City Administrator.

Amount of Award: \$168,800.00

Budget number: 003.399.TP22.62000

Grant, bond, etc. reference: City Funds



Since 1889

HYDRO... INC.

2111 MAGNOLIA STREET
RICHMOND VA 23223

P.O. BOX 27186
RICHMOND VA 23261-7186

(800) 552-7714 • (804) 643-2725 • FAX (804) 788-9058

QUOTE #250916DM1-30

PAGE 1 OF 1

SEPTEMBER 16, 2025

SUBJECT TO THE CONDITIONS OF SALE SET OUT BELOW AND ON THE BACK HEREOF,
Sydnor Hydro, Inc. offers to sell to Buyer the following:

Mr. AARON GROVE
CITY of CUMBERLAND
400 E. OFFUTT SRTEET, EXTENDED
CUMERLAND, MARYLAND 21502

(304) 813-6262
aaron.grove@cumberlandmd.gov

REFERENCE: WWTP / RAW WATER PUMP
FAIRBANKS MORSE SERIAL #K64436

We propose to furnish FOB Destination, with freight allowed to the jobsite, one (1) Fairbanks Nijhuis 16" B5741 Vertical Coupled Angleflow Pump. The pump will be supplied with a Chesterton 442 Split Mechanical Seal; combination base / elbow; US Motors 60HP, 720RPM, 460V, WP-1 Vertical Solid Shaft Motor; Belzona 1341 coating on the interior of the volute, and on the impeller; variable high ring base, with coupling & guards; and will be a hydraulic & dimensional duplicate to the original.

Price.....\$ 168,800.00

Delivery is approximately 30 weeks ARO.

If the Belzona 1341 coating is not desired, the deduct from the above price is \$ 10,000.00.

Price is exclusive of all applicable taxes. Terms, upon credit approval, are net due and payable 30 days after the date of invoice. All items quoted herein are subject to engineer / owner approval.

For further information, please contact Mr. Jared Wray in Richmond at (804) 586-5614, or Mr. Derek McCown, in Richmond, at (804) 644-2292.

ACCEPTED UPON THE CONDITIONS SET OUT ABOVE AND OVER. SYDNOR HYDRO, Inc. RESERVES THE RIGHT TO ADJUST PRICING OR APPLY SURCHARGES TO ORDERS DUE TO THE ENACTMENT OF THE NEW GOVERNMENT TARRIFFS.

SYDNOR HYDRO, INC.

BUYER – CITY of CUMBERLAND, MARYLAND

BY: 
AUTHORIZED AGENT

BY: _____
AUTHORIZED AGENT

ADDITIONAL CONDITIONS OF SALE

PARTIES: Sydnor Hydro, Inc. is hereinafter referred to as "Seller". The Buyer is hereinafter referred to as "Buyer".

DURATION AND ACCEPTANCE OF QUOTATION: This quotation is an offer to sell. It may be accepted only upon the terms herein stated by Buyer signing the Acceptance copy hereof and delivering it to Seller's office before its expiration. Unless otherwise provided on the face hereof, this quotation expires thirty days after the quotation date shown on the face or at such earlier time as it may be withdrawn by Seller either verbally or by writing addressed to Buyer at the mailing address on the face hereof. Once effective, Buyer's acceptance may be canceled only with Seller's consent and upon terms which will indemnify Seller against loss by reason of such cancellation.

CLERICAL OR TYPOGRAPHICAL ERRORS in price, description, or otherwise are subject to correction by Seller.

PRICES do not include any applicable sales, use, excise or other comparable taxes which, if required to be collected or paid by Seller or its supplier, shall be paid by Buyer to Seller, unless otherwise stated on the face hereof.

TERMS OF PAYMENT: Unless otherwise stated on the face hereof, terms of payment are net thirty (30) days after invoice date. In the event customer causes shipment or work delay, the invoice date may be the date ready for shipment or installation regardless of continued possession by Seller. Seller may invoice for partial shipments. On work that includes construction services, seller reserves the right to cease construction activity and vacate the jobsite should buyer fail to make payments in accordance with payment terms established herein.

ADDITIONAL TERMS: If bankruptcy or insolvency proceedings be instituted by or against Buyer or if Buyer makes an assignment for the benefit of creditors or if Buyer's financial situation, in Seller's judgment, does not justify extending credit to Buyer, Seller may, at its election, require payment in advance or on delivery or cancel the order for any unshipped goods and require payment of any loss incurred by reason of the cancellation.

PAST DUE PRINCIPAL shall be subject to monthly interest, service or late charges at the highest lawful rate but not exceeding 1 1/2% per month. Buyer shall be liable for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

DELIVERY: Unless stated on the face hereof, delivery shall be FOB point of shipment, and the means, method and route of delivery shall be as Seller may select. Any time of delivery stated on the face hereof is approximate only and Seller shall in no event be liable for delays in delivery or completion of work caused by delays in procuring materials or equipment or caused by fires, floods, accidents, acts of God, unavoidable accidents, strikes, labor difficulties or delay in transportation or by any action, law, ordinance, requirement, rule or regulation of any government or governmental authority, nor shall Seller be liable for any penalties or losses caused by any delay.

DESCRIPTIVE TERMS: Any descriptive terms or documents accompanying this order show only approximate dimensions, appearances, and specifications. Seller may make such changes therein as it deems an improvement.

RISK OF LOSS: The Buyer shall bear the risk of loss for any damage to or destruction of the goods ordered from such time as delivery by Seller of the goods to the carrier for transportation to Buyer, or, if Seller is the carrier, from tender of delivery to Buyer by Seller.

ADDITIONAL SERVICES: Unless stated on the face hereof, Seller does not agree or undertake to supervise or in any manner assist in the installation or start-up or servicing of the goods ordered.

EXPRESS WARRANTIES: (a) Items of equipment furnished by Seller under this Agreement, whether drop-shipped or installed by Seller, may be conditionally warranted against defects in material and workmanship by their manufacturer and are not warranted against such defects by Seller. Buyer's sole and exclusive remedy (if any) is against manufacturer only.

(b) Except as provided in paragraph (a), Seller agrees to correct all new construction work performed by Seller under this Agreement which proves to be defective in material or workmanship within one year from the Date of Substantial Completion. New construction work is defined as work performed on new facilities.

(c) Except as provided in paragraph (a), Seller agrees to correct service work provided by Seller under this Agreement which proves to be defective in material or workmanship within ninety days from the date service work is completed. This warranty is expressly limited to defects in material and workmanship specifically provided by Seller, and does not include failure caused by conditions outside the scope of service work performed by Seller. Service work is defined as work performed primarily on existing facilities, even if some portion of the work includes new or replacement components.

This warranty is expressly in lieu of all other rights and remedies at law or in equity. THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE HEREINABOVE SET OUT IN THIS PARAGRAPH. Seller shall not be responsible for any work done or expense incurred by Buyer which has not been authorized or is in excess of that authorized.

DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES: SELLER DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE OR USE. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES.

CONDITIONS EXCLUSIVE: No terms or conditions (including terms and conditions in any specification, order, contract, or subcontract in performance of which Buyer is purchasing the articles or services to be furnished pursuant hereof) not stated herein, and no agreement or other understanding varying the terms and conditions herein stated, shall be binding on Seller unless made a part hereof and signed by a duly authorized representative of Seller. To the extent that the assumptions, representations or conditions contained in this proposal are in conflict with any terms and conditions set forth on any subsequent purchase order or similar document issued to authorize or accept this proposal, the assumptions, representations and conditions of this proposal shall govern.

File Attachments for Item:

. Order 27,875 - accepting the proposal from First Fruits Excavating to provide mowing, rolling, top-dressing and aerating/seeding of the existing outfields at Gene Mason Sports Complex in the amount not to exceed \$40,179.23

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

ORDER NO. 27,875

DATE: October 21, 2025

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

THAT, the proposal from First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, to provide mowing, rolling, top-dressing and aerating/seeding of the existing outfields at Gene Mason Sports Complex be and is hereby accepted in the amount not to exceed Forty Thousand One Hundred Seventy Nine Dollars and Twenty Three Cents (\$40,179.23).

Raymond M. Morriss, Mayor

Budget:
001.078.20100 (080P.010M)

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Gene Mason Outfields Repair

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

The City of Cumberland contracted First Fruits Excavating, Inc. to repair the outfields at the Gene Mason Sports Complex in the amount of \$40,179.23. The repair work included mowing, rolling, top-dressing, and aerating/seeding the existing outfields.

The project utilizes City funds.

Amount of Award: \$40,179.23

Budget number: 001.078.20100 (080P.010M)

Grant, bond, etc. reference: City Funds



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

October 7, 2025

RE: Gene Mason Outfields
T&M Cost Breakdown for Repairing Outfields

The following is our pricing for mowing, rolling, top-dressing, and aerating/seeding the existing outfields in the Gene Mason Complex. Additionally, the remediation work for the dugouts is included. Please refer to the following pages for a detailed daily breakdown.

Equipment	\$7,614.40
Labor	\$11,304.51
Materials/Rentals/Subs	\$19,327.56
Allowable Mark-up @ 10%	\$1,932.76 **Materials/Rentals/Subs only

Total Cost \$40,179.23

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

Sincerely,

Chris Szabo
Vice President
First Fruits Excavating, Inc.
chris@firstfruits-wv.com
(304) 777-898



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

Date October 7, 2025
Project Title Gene Mason Rec Fields
Owner City of Cumberland

Description: Materials & rentals for Gene Mason fields. This work includes mowing the fields, initial rolling of the outfields, leveling any major holes from flooding, spreading sand (provided by City of Cumberland) & topsoil (provided by First Fruits) mix, aerating/seeding performed by subcontractor. Also included is the removal of the silt material from the dugouts & replaced with clean stone.

Materials/Rentals/Subs	Units	Per	Price/unit	Total Amount
#7 Stone (Dugouts)	45	TN	\$ 23.89	\$ 1,075.05
Topsoil	169	TN	\$ 34.00	\$ 5,746.00
Spreader	1	LS	\$ 1,000.00	\$ 1,000.00
Mobilization (Aerating Sub)	1	LS	\$ 550.00	\$ 550.00
Mobilization (First Fruits)	1	LS	\$ 750.00	\$ 750.00
Aerating/Seeding Subcontractor	67.5	HR	\$ 135.00	\$ 9,112.50
Subtotal				\$ 18,233.55
Tax				\$ 1,094.01
Total				\$ 19,327.56

6%

Date October 7, 2025
Project Title Gene Mason Rec Fields Emergency Work
Owner City of Cumberland

Description: Labor & equipment for Monday 9/8 through Thursday 10/7. This work includes mowing the fields, initial rolling of the outfields, leveling any major holes from flooding, spreading sand (provided by City of Cumberland) & topsoil (provided by First Fruits) mix, aerating/seeding performed by subcontractor. Also included is the removal of the silt material from the dugouts & replaced with clean stone.

Monday September 8, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Ford F450 Dump Truck	4	HR	\$ 43.70	\$ 174.80
Ingersoll Rand Roller	7	HR	\$ 32.30	\$ 226.10
John Deere 325 Skid Steer	4	HR	\$ 60.10	\$ 240.40
Total				\$ 641.30

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	11	HR	\$ 46.17	\$ 507.87
Laborer	14	HR	\$ 40.51	\$ 567.14
Subtotal				\$ 1,075.01
Labor Burden				\$ 215.00
Total				\$ 1,290.01
Total Cost				\$ 1,931.31

20%

Tuesday September 9, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Ford F450 Dump Truck	10	HR	\$ 43.70	\$ 437.00
John Deere 325 Skid Steer	3	HR	\$ 60.10	\$ 180.30
Zero-Turn Mower (37hp)	10	HR	\$ 33.00	\$ 330.00
Total				\$ 947.30

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10	HR	\$ 46.17	\$ 461.70
Laborer	20	HR	\$ 40.51	\$ 810.20
Subtotal				\$ 1,271.90
Labor Burden				\$ 254.38
Total				\$ 1,526.28

20%

Total Cost **\$ 2,473.58**

Wednesday September 10, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Ford F450 Dump Truck	6.5	HR	\$ 43.70	\$ 284.05
John Deere 325 Skid Steer	3	HR	\$ 60.10	\$ 180.30
JD 6410 Tractor	3	HR	\$ 69.33	\$ 207.99
Total				\$ 672.34

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	9.5	HR	\$ 46.17	\$ 438.62
Laborer	19	HR	\$ 40.51	\$ 769.69
Subtotal				\$ 1,208.31
Labor Burden				\$ 241.66
Total				\$ 1,449.97

20%

Total Cost **\$ 2,122.31**

Thursday September 11, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Ingersoll Rand Roller	10	HR	\$ 32.30	\$ 323.00
John Deere 325 Skid Steer	3	HR	\$ 60.10	\$ 180.30
JD 6410 Tractor	10.5	HR	\$ 69.33	\$ 727.97
Total				\$ 1,231.27

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	23.5	HR	\$ 46.17	\$ 1,085.00
Laborer	8	HR	\$ 40.51	\$ 324.08
Subtotal				\$ 1,409.08
Labor Burden				\$ 281.82
Total				\$ 1,690.89

20%

Total Cost \$ 2,922.16

Monday September 15, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Ingersoll Rand Roller	2	HR	\$ 32.30	\$ 64.60
John Deere 325 Skid Steer	5	HR	\$ 60.10	\$ 300.50
Ford F450 Dump Truck	5	HR	\$ 43.70	\$ 218.50
Zero-Turn Mower (37hp)	5	HR	\$ 33.00	\$ 165.00
Total				\$ 748.60

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	12	HR	\$ 46.17	\$ 554.04
Laborer	19.5	HR	\$ 40.51	\$ 789.95
Subtotal				\$ 1,343.99
Labor Burden				\$ 268.80
Total				\$ 1,612.78

20%

Total Cost \$ 2,361.38

Tuesday September 16, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
John Deere 325 Skid Steer	10	HR	\$ 60.10	\$ 601.00
Ford F450 Dump Truck	10	HR	\$ 43.70	\$ 437.00
Zero-Turn Mower (37hp)	10	HR	\$ 33.00	\$ 330.00
Total				\$ 1,368.00

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	20	HR	\$ 46.17	\$ 923.40
Laborer	10	HR	\$ 40.51	\$ 405.10
Subtotal				\$ 1,328.50
Labor Burden				\$ 265.70
Total				\$ 1,594.20

20%

Total Cost **\$ 2,962.20**

Wednesday September 17, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
John Deere 325 Skid Steer	5	HR	\$ 60.10	\$ 300.50
Ingersoll Rand Roller	2	HR	\$ 32.30	\$ 64.60
JD 6410 Tractor	5	HR	\$ 69.33	\$ 346.65
Total				\$ 711.75

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	12	HR	\$ 46.17	\$ 554.04
Laborer	3	HR	\$ 40.51	\$ 121.53
Subtotal				\$ 675.57
Labor Burden				\$ 135.11
Total				\$ 810.68

20%

Total Cost **\$ 1,522.43**

Thursday September 18, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
John Deere 325 Skid Steer	8	HR	\$ 60.10	\$ 480.80
Ingersoll Rand Roller	8	HR	\$ 32.30	\$ 258.40
JD 6410 Tractor	8	HR	\$ 69.33	\$ 554.64
Total				\$ 1,293.84

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	24	HR	\$ 46.17	\$ 1,108.08
Subtotal				\$ 1,108.08
Labor Burden				\$ 221.62
Total				\$ 1,329.70

20%

Total Cost \$ 2,623.54

Total Equipment \$ 7,614.40
Total Labor \$ 11,304.51
Total Equipment + Labor \$ 18,918.91

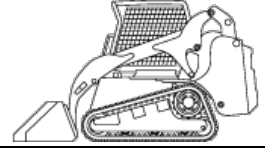
Rental Rate Blue Book®

September 15, 2025

Deere 325G

Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A


Configuration for 325G

Horsepower **52.5 hp** Operator Protection **ROPS**
Power Mode **Diesel**

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$6,415.00	USD \$1,795.00	USD \$450.00	USD \$68.00	USD \$23.65	USD \$60.10
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,415.00	USD \$1,795.00	USD \$450.00	USD \$68.00	USD \$23.65	USD \$60.10

Non-Active Use Rates

	Hourly
Standby Rate	USD \$15.63
Idling Rate	USD \$43.32

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.45%	USD \$1,311.98/mo
Overhaul (ownership)	57.11%	USD \$3,663.40/mo
CFC (ownership)	9.82%	USD \$629.76/mo
Indirect (ownership)	12.62%	USD \$809.86/mo
Fuel (operating) @ USD 3.54	29.05%	USD \$6.87/hr

Revised Date: 3rd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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

Rental Rate Blue Book®

September 15, 2025

Deere 6410 (disc. 2002)

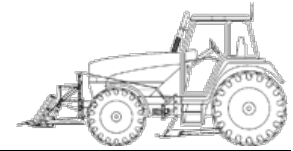
Wheel Tractors

Size Class:

75 - 124 hp

Weight:

N/A


Configuration for 6410 (disc. 2002)

Horsepower **104.0 hp** Power Mode **Diesel**
Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$6,340.00	USD \$1,775.00	USD \$445.00	USD \$67.00	USD \$33.31	USD \$69.33
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2002: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,340.00	USD \$1,775.00	USD \$445.00	USD \$67.00	USD \$33.31	USD \$69.33

Non-Active Use Rates

	Hourly
Standby Rate	USD \$19.62
Idling Rate	USD \$49.26

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.16%	USD \$1,658.71/mo
Overhaul (ownership)	45.54%	USD \$2,887.31/mo
CFC (ownership)	12.4%	USD \$785.89/mo
Indirect (ownership)	15.9%	USD \$1,008.10/mo
Fuel (operating) @ USD 3.54	39.75%	USD \$13.24/hr

Revised Date: 3rd quarter 2025

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

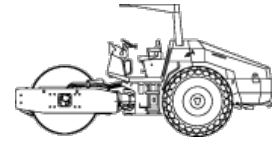
Rental Rate Blue Book®
Ingersoll Rand SD70D (disc. 2010)

Single Drum Vibratory Compactors

Size Class:

4.5 - 7.4 mt

Weight:

14035 lbs

Configuration for SD70D (disc. 2010)

Drum Type	Smooth	Drum Width	66.0 in
Horsepower	95.0 hp	Power Mode	Diesel

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,260.00	USD \$635.00	USD \$160.00	USD \$24.00	USD \$19.46	USD \$32.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2010: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$2,260.00	USD \$635.00	USD \$160.00	USD \$24.00	USD \$19.46	USD \$32.30

Non-Active Use Rates

Standby Rate	Hourly	USD \$9.64
Idling Rate		USD \$21.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45.9%	USD \$1,037.27/mo
Overhaul (ownership)	24.96%	USD \$564.15/mo
CFC (ownership)	16.04%	USD \$362.48/mo
Indirect (ownership)	13.1%	USD \$296.10/mo
Fuel (operating) @ USD 3.54	44.86%	USD \$8.73/hr

Revised Date: 3rd quarter 2025

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

Rental Rate Blue Book®

September 5, 2025

Ford F450 4X4 DIESEL (disc. 2018)

Crew Cab Pickups

Size Class:

5

Weight:

N/A

Configuration for F450 4X4 DIESEL (disc. 2018)

Power Mode	Diesel	Wheelbase	172 Inches
Axle Configuration	4x4	Complete / Incomplete	C
Gross Vehicle Weight	16500 Pounds		

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,030.00	USD \$1,130.00	USD \$285.00	USD \$43.00	USD \$20.80	USD \$43.70
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,030.00	USD \$1,130.00	USD \$285.00	USD \$43.00	USD \$20.80	USD \$43.70

Non-Active Use Rates

	Hourly
Standby Rate	USD \$15.28
Idling Rate	USD \$32.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.33%	USD \$1,061.17/mo
Overhaul (ownership)	33.28%	USD \$1,340.99/mo
CFC (ownership)	14.72%	USD \$593.06/mo
Indirect (ownership)	25.68%	USD \$1,034.78/mo
Fuel (operating) @ USD 3.54	43.75%	USD \$9.10/hr

Revised Date: 3rd quarter 2025

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Allegheny AG, LLC
18138 Maugans Ave
Hagerstown, MD 21740
EIN # 47-2418291

Invoice

Date	Invoice #
9/23/2025	38187

Phone # 301-665-9333
Fax # 301-393-9033

PAST DUE

Bill To
FIRST FRUITS EXCAVATING INC BUCK DAYTON 420 PLUM RUN RD RIDGELEY, WV 26753

Ship To
FIRST FRUITS EXCAVATING INC BUCK DAYTON 420 PLUM RUN RD RIDGELEY, WV 26753

P.O. Number	Terms	Rep	Account #	Ship Date	Ship Via	Project	
	CC			9/23/2025	Customer Pick...		
Item Code	Quantity	U/M	Description			Price Each	Amount
TPHP14-230633	1		BBI 14' LITTER/LIME SPREADER RENTAL/WEEK			500.00	500.00T
Sales Tax (6.0%)						\$30.00	
Total					\$530.00		

Balance Due \$530.00



Allegheny AG, LLC
18138 Maugans Ave
Hagerstown, MD 21740
EIN # 47-2418291

Invoice

Phone # 301-665-9333
Fax # 301-393-9033

Date	Invoice #
9/10/2025	38022

Bill To

FIRST FRUITS EXCAVATING INC
BUCK DAYTON
420 PLUM RUN RD
RIDGELEY, WV 26753

PAID
09/10/2025

Ship To

FIRST FRUITS EXCAVATING INC
BUCK DAYTON
420 PLUM RUN RD
RIDGELEY, WV 26753

P.O. Number	Terms	Rep	Account #	Ship Date	Ship Via	Project	
	CC			9/10/2025	Customer Pick...		
Item Code	Quantity	U/M	Description			Price Each	Amount
TPHP14-230633	1		BBI 14' LITTER/LIME SPREADER RENTAL/WEEK			500.00	500.00T
Sales Tax (6.0%)						\$30.00	
Total					\$530.00		

Balance Due \$0.00

**ALLEGANY AGGREGATES, INC. /
ALLEGANY CONCRETE**

**P.O. Box 127
Cumberland, Maryland 21501-0127
Central Ordering: 1-301-777-1777
FAX: 1-301-478-3008**

**Bedrock Quarry
Flintstone, MD
1-301-478-2400**

**Short Gap Quarry
Short Gap, WV
1-304-726-4857**

Q U O T A T I O N

**We are pleased to offer our quotation for the following materials for the
project referenced below:**

**Quoted: 09/17/2025
Firm Date: 12/31/2025**

Project: SKATEBOARD PARK [SKAPAR]

Plant Code	Product Description	Mat'l FOB Plant	Freight	Total
SG	#7 LIMESTONE	\$19.75	\$4.04	\$23.79 Per Ton
SG	FUEL SURCHARGE	\$0.10	\$0.00	\$0.10 Per Ton

Access to the project is the responsibility of the customer and must be adequate to insure Allegany Aggregates or Allegany Concrete can efficiently service the project. Any expenses incurred by Allegany Aggregates or Allegany Concrete as a result of poor access, e.g. towing charges or damages incurred, will be paid by the customer.

The above prices are F.O.B. jobsite in truckload lots, with a minimum delivery of 20 tons per truckload. The above products meet AASHTO and State Specifications. Truck waiting time at jobsite will be charged at \$85.00 per hour or fraction thereof after the first 1/2 hour.

***** FUEL SURCHARGES FOR BLOCK AND CONCRETE DELIVERIES - Due to the fluctuating price of fuel, a fuel surcharge may be necessary while this quote is in effect. Beginning at \$2.90/gallon, a fuel surcharge will be added to the haul rate. For each additional increase in fuel price of \$0.30/gallon the fuel surcharge will be adjusted. The actual amount of surcharge will be based on the distance of the haul. Fuel prices will be based on the East Coast Lower Atlantic Fuel Index.*

A charge of \$2.00 per ton will be charged to dump into a paver.

Subject to Fuel Surcharge.

A charge of \$2.00 per ton for all stone tailgated.

*****TAXES Taxes are NOT included in this quote. The contractor is responsible for calculating any tax affecting their project.*

This quotation is firm for 30 days from date of bid and will be extended if necessary pending Notice of Award. Should there be any questions, please feel free to call our office at (301) 777-1777 or (888) 255-1777. Terms are Net 30 days. We exclude sales or use tax on the above prices.

Thank You,

**David W. Bennett
Sales Manager**

File Attachments for Item:

. Order 27,876 - authorizing the execution of Change Order No. 3 with Civil & Environmental Consultants, Inc., for costs associated with obtaining information on the water levels to do future hydraulic modeling for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount of \$9,025, bringing the total project price not to exceed \$139,105; with the cost covered by Canal Place's Economic Development Administration funds, which will be transferred to the City

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

ORDER NO. 27,876

DATE: October 21, 2025

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 3 with Civil & Environmental Consultants, Inc., 120 Genesis Blvd., Bridgeport, WV 26330, for costs associated with obtaining information on the water levels to do future hydraulic modeling for the River Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount of Nine Thousand Twenty Five Dollars and No Cents (\$9,025.00), bringing the total project price not to exceed One Hundred Thirty Nine Thousand One Hundred Five Dollars and No Cents (\$139,105.00); and

BE IT FUTHER ORDERED THAT, the cost will be covered by Canal Place's Economic Development Administration funds, which will be transferred to the City.

Raymond M. Morriss, Mayor

Original Contract Price	\$87,100.00
Change Order No. 1	\$5,000.00
Change Order No. 2	\$37,980.00
Change Order No. 3	\$9,025.00
Total Price after CO 3	\$139,105.00

Budget: 001.052.20100

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, P.E.

Item Title:

Change Order #3 for River Park & North Branch Potomac Industrial Dam Removal, City Project 2022-39-FPM

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

Change Order #3 for the River Park & North Branch Potomac Industrial Dam Removal project in the amount of \$9,025.00. This additional cost will be for Civil & Environmental Consultants, Inc. (CEC) to move forward with obtaining information on the water levels by installing multiple water level loggers due to the major flooding that occurred this year. The cost will be covered by EDA funds which will be transferred to the City.

The original M&CC Order 27,195, accepted CEC to generate a preliminary engineering report (PER) for the River Park project in the amount of \$87,100.00. With change order #1, the cost increased in the amount of \$5,000.00 to a new total of \$92,100.00. With change order #2, the cost increased by \$37,980.00 to a new total of \$130,080.00. With this change order #3, the cost will be increasing by \$9,025.00 to a new cost of \$139,105.00.

Amount of Award: \$9,025.00

Budget number: 001.052.20100

Grant, bond, etc. reference: City Funds



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name:	<u>City of Cumberland</u>	Contact:	<u>City of Cumberland</u>
Address:	<u>57 North Liberty Street</u>	Client Phone:	<u>(301) 759-6548</u>
	<u>Cumberland, MD 21502</u>	Client Fax:	<u>(301) 759-6608</u>
		Client Email:	<u></u>
Date:	<u>9/11/2025</u>		
Request No.:	<u>0003</u>	CEC Project Manager:	<u>Colin McCardle</u>
CEC Project:	<u>328-386</u>	Task:	<u>01.9</u>
Project Name:	<u>River Park & N Branch Dam Removal</u>		
Location:	<u>Cumberland, MD</u>		

Proposed Scope of Services:

CEC has been asked to reinstall water level logging devices after major flooding impacted the proposed project area in the City of Cumberland (City). The data is intended for use during future water modeling for continued design and permitting within the US Army Corps of Engineers (USACE) flood control project and the proposed River Park at Canal Place.

Reason(s) for Additional Services and Impacts to Schedule:

It was recommended by REP to install multiple water level loggers in the River Park at Canal Place project area. The data from the water level loggers is necessary for robust, accurate hydraulic modeling that will be required for detailed design and review by technical staff at regulatory agencies including the US Army Corps of Engineers. It is recommended to install the water level loggers as soon as possible to not delay the project schedule, since the loggers need to be installed for a full range of high to low flows for the data to be accurate and used.

CEC's team plans to reinstall water level loggers in 4 locations along the Potomac River and verify elevations for the existing 3 in the proposed project area. CEC's installers will work with the City Engineer on locations for installation and monitoring. The loggers are self-contained units, with multiple submerged at hydraulically relevant locations and one installed outside of the river to measure atmospheric (barometric) pressure for data calibration. Data loss is an inherent risk with in-river water level loggers, occurring when a logger is lost during a high flow event or vandalism. CEC is using the 2 additional water level loggers that were remaining in task 01.8 with an additional purchase of 2 data loggers for the reinstallation.

CEC representative Colin McCardle will manage the process of installation and coordinate the data collection information with REP. Each water level logger will be installed utilizing an anchoring pipe (black iron gas pipe), PVC housing and screw clamps. A survey crew will create a permanent project basepoint and survey each water level logger location and elevation. CEC proposes the data to be collected monthly for 6 months. Upon the final monitor/data collection, CEC will remove the water level loggers and associated material. Final data will be reviewed by REP and provided to the City for future use in hydraulic modeling.



AUTHORIZATION FOR ADDITIONAL SERVICES

Schedule:

CEC anticipates the installation to occur in February with monitoring lasting until final data collection and removal in March of 2026. CEC will monitor water level conditions with the attempt to install the water level logger stations at a low water timeframe.

Fees:

1.9a Material and Installation.....	\$ 5,525
1.9b Survey.....	\$ 3,500
<i>Total</i>	<i>\$ 9,025</i>

CEC Principal Signature: _____

Jim Christie

Estimated Additional Fee: \$ _____

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____

Date: _____

File Attachments for Item:

. Order 27,877 - accepting proposal from First Fruits Excavating to repair the infields at Gene Mason Sports Complex in the amount not to exceed \$25,107.96

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

ORDER NO. 27,877

DATE: October 21, 2025

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

THAT, the proposal from First Fruits Excavating, 407 Plum Run Road, Ridgeley, WV 26753, to repair the infields at Gene Mason Sports Complex be and is hereby accepted in the amount not to exceed Twenty Five Thousand One Hundred Seven Dollars and Ninety Six Cents (\$25,107.96).

Raymond M. Morriss, Mayor

Budget:
001.078.20100 (080P.010M)

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Gene Mason Infields Repair

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

The City of Cumberland contracted First Fruits Excavating, Inc. to repair the infields at the Gene Mason Sports Complex in the amount of \$25,107.96. The repair work included removing and replacing the infield mix on the fields inside the Gene Mason Sports Complex.

The project utilizes City funds.

Amount of Award: \$25,107.96

Budget number: 001.078.20100 (080P.010M)

Grant, bond, etc. reference: City Funds



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

October 7, 2025

RE: Gene Mason Outfields

T&M Cost Breakdown for Repairing Infields

The following is our pricing for removing and replacing the infield mix on the fields inside the Gene Mason Complex.

Equipment	\$10,602.69
Labor	\$7,866.07
Materials/Rentals	\$6,035.64
Allowable Mark-up @ 10%	\$603.56 **Materials only

Total Cost \$25,107.96

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

Sincerely,

Chris Szabo
Vice President
First Fruits Excavating, Inc.
chris@firstfruits-wv.com
(304) 777-898

Date October 8, 2025
Project Title Mason-Rec Fields Emergency Work
Owner City of Cumberland

Description: Labor, equipment, and Materials for Wednesday 9/24 through Tuesday 10/7.
This work includes excavating 3" from the existing infields and replacing with new infield mix from Keystone Lime Company. Infield mix was billed directly to the City of Cumberland's account. Also included is the materials/labor for removing the infield mix in field #3 and replacing with topsoil.

Materials	Units	Per	Price/unit	Total Amount
8" Filter Log	1	LS	\$ 458.00	\$ 458.00
Topsoil	154	TN	\$ 34.00	\$ 5,236.00
Subtotal				\$ 5,694.00
Tax				\$ 341.64
Total				\$ 6,035.64

6%

Wednesday September 24, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Triaxle Truck w/Driver	13	HR	\$ 125.00	\$ 1,625.00
Cat 308 Excavator	10.5	HR	\$ 58.78	\$ 617.19
Total				\$ 2,242.19

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10.5	HR	\$ 46.17	\$ 484.79
Laborer	9	HR	\$ 40.51	\$ 364.59
Subtotal				\$ 849.38
Labor Burden				\$ 169.88
Total				\$ 1,019.25

20%

Total Cost \$ 3,261.44

Monday September 29, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Triaxle Truck w/Driver	5	HR	\$ 125.00	\$ 625.00
Cat 265 Skidsteer	10	HR	\$ 107.74	\$ 1,077.40
Total				\$ 1,702.40

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10	HR	\$ 46.17	\$ 461.70
Laborer	20	HR	\$ 40.51	\$ 810.20
Subtotal				\$ 1,271.90
Labor Burden				\$ 254.38
Total				\$ 1,526.28

20%

Total Cost **\$ 3,228.68**

Tuesday September 30, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Cat 265 Skidsteer	6	HR	\$ 107.74	\$ 646.44
Cat 308 Excavator	4	HR	\$ 58.78	\$ 235.12
Total				\$ 881.56

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10	HR	\$ 46.17	\$ 461.70
Laborer	20	HR	\$ 40.51	\$ 810.20
Subtotal				\$ 1,271.90
Labor Burden				\$ 254.38
Total				\$ 1,526.28

20%

Total Cost **\$ 2,407.84**

Wednesday October 1, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Cat 265 Skidsteer	8	HR	\$ 107.74	\$ 861.92
Cat 308 Excavator	2	HR	\$ 58.78	\$ 117.56
Triaxle Truck w/Driver	7	HR	\$ 125.00	\$ 875.00
Total				\$ 1,854.48

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10	HR	\$ 46.17	\$ 461.70
Laborer	20	HR	\$ 40.51	\$ 810.20
Subtotal				\$ 1,271.90
Labor Burden				\$ 254.38
Total				\$ 1,526.28

20%

Total Cost **\$ 3,380.76**

Thursday October 2, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Cat 265 Skidsteer	10	HR	\$ 107.74	\$ 1,077.40
Triaxle Truck w/Driver	8	HR	\$ 125.00	\$ 1,000.00
Total				\$ 2,077.40

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	10	HR	\$ 46.17	\$ 461.70
Laborer	19	HR	\$ 40.51	\$ 769.69
Subtotal				\$ 1,231.39
Labor Burden				\$ 246.28
Total				\$ 1,477.67

20%

Total Cost **\$ 3,555.07**

Monday October 6, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Cat 265 Skidsteer	6	HR	\$ 107.74	\$ 646.44
Triaxle Truck w/Driver	7	HR	\$ 125.00	\$ 875.00
Total				\$ 1,521.44

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	6	HR	\$ 46.17	\$ 277.02
Subtotal				\$ 277.02
Labor Burden				\$ 55.40
Total				\$ 332.42

20%

Total Cost **\$ 1,853.86**

Tuesday October 7, 2025

Equipment

Description	Units	Per	Price/unit	Total Amount
Cat 265 Skidsteer	3	HR	\$ 107.74	\$ 323.22
Total				\$ 323.22

Labor

Description	Units	Per	Wage Rate	Total Amount
Operator	3	HR	\$ 46.17	\$ 138.51
Laborer	6	HR	\$ 40.51	\$ 243.06
Subtotal				\$ 381.57
Labor Burden				\$ 76.31
Total				\$ 457.88

20%

Total Cost **\$ 781.10**

Materials	\$ 6,035.64	
Allowable Mark-up(Materials Only)	\$ 603.56	10%
Total Equipment	\$ 10,602.69	
Total Labor	\$ 7,866.07	

Total Cost **\$ 25,107.96**

61 National Highway
Lavale, MD 21502

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

Invoice Number:

179331

Invoice Date

Sep 23, 2025

Page

1

Sold To:
FIRST FRUITS EXCAVATING
407 PLUM RUN ROAD
RIDGELEY, WV 26753

Ship To:
FIRST FRUITS EXCAVATING
407 PLUM RUN ROAD
RIDGELEY, WV 26753

Customer ID	Customer PO:	Payment Terms:
853	MASON COMPLEX	Net 30 Days
Sales Rep:	Job Number:	Due Date:
	Best Way	10/23/25

Quantity	Item	Description	Unit Price	Extension
2.00	SF018	SILT SOCK 8" X 200' W/ 2X2 STAKES	229.00	458.00

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	458.00
Sales Tax	27.48
Freight	
Total Order Amount	485.48
Payment Received	
TOTAL	\$485.48

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

Rental Rate Blue Book®

July 23, 2025

Caterpillar 265

Compact Track Loaders

Size Class:

2501 - 2850 lbs

Weight:

N/A



Configuration for 265

Horsepower	74 hp	Operating Capacity (35% of Tip Load)	2823 lbs
Operator Protection	ROPS/FOPS/CAB	Power Mode	Diesel

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,440.00	USD \$3,485.00	USD \$870.00	USD \$130.00	USD \$37.06	USD \$107.74
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$12,440.00	USD \$3,485.00	USD \$870.00	USD \$130.00	USD \$37.06	USD \$107.74

Non-Active Use Rates

	Hourly
Standby Rate	USD \$30.32
Idling Rate	USD \$80.36

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.45%	USD \$2,544.19/mo
Overhaul (ownership)	57.11%	USD \$7,104.09/mo
CFC (ownership)	9.82%	USD \$1,221.23/mo
Indirect (ownership)	12.62%	USD \$1,570.49/mo
Fuel (operating) @ USD 3.54	26.12%	USD \$9.68/hr

Revised Date: 3rd quarter 2025

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Rental Rate Blue Book®

Caterpillar 308 CR

Crawler Mounted Hydraulic Excavators



Size Class:

6.5 - 8.4 mt

Weight:

N/A

Configuration for 308 CR

Horsepower
Power Mode

69.5 hp
Diesel

Operating Weight

17730.0 lbs

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$7,030.00	USD \$1,970.00	USD \$495.00	USD \$74.00	USD \$18.84	USD \$58.78
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$7,030.00	USD \$1,970.00	USD \$495.00	USD \$74.00	USD \$18.84	USD \$58.78

Non-Active Use Rates

Hourly

Standby Rate

USD \$22.99

Idling Rate

USD \$44.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.52%	USD \$2,216.20/mo
Overhaul (ownership)	42.45%	USD \$2,984.31/mo
CFC (ownership)	16.09%	USD \$1,131.33/mo
Indirect (ownership)	9.93%	USD \$698.16/mo
Fuel (operating) @ USD 3.54	24.79%	USD \$4.67/hr

Revised Date: 3rd quarter 2025

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File Attachments for Item:

. Order 27,878 - authorizing the Chief of Police to accept the FY26 Maryland Center for School Safety SRO grant in the amount of \$49,000 to provide adequate police coverage in and around our city's schools. The grant will pay officers overtime to supplement our school resource activities which include providing additional officers to patrol our schools and interact with the children during school days as well as extra-curricular activities

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

ORDER NO. 27,878

DATE: October 21, 2025

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

THAT, the Chief of Police be and is hereby authorized to accept the FY26 SRO/Adequate Coverage Grant made available through the Maryland Center for School Safety (MCSS), in the amount of Forty Nine Thousand Dollars and No Cents (\$49,000.00) to cover overtime salaries for School Resource Officers (SROs) to provide adequate coverage in and around the assigned schools within the jurisdiction of the Cumberland Police Department, for the period July 1, 2025 – June 30, 2026.

Mayor Raymond M. Morriss

Grant: FY26 MCSS SRO Program Grant

Council Agenda Summary

Meeting Date: October 21, 2025

Key Staff Contact: Chief James R. Pyles

Item Title: FY26 MCSS SRO Grant

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

Authorize the Chief of Police to accept the FY26 Maryland Center for School Safety SRO grant in the amount of \$49,000.00. These funds will be used to provide adequate police coverage in and around our city's schools. The grant will pay officers overtime to supplement our school resource activities which include providing additional officers to patrol our schools and interact with the children during school days as well as extra-curricular activities

Amount of Award: \$49,000

Budget number:

Grant, bond, etc. reference: FY26 MCSS SRO Grant

Maryland State Department of Education

NOTICE OF GRANT AWARD

Grant Name: SRO Adequate Coverage Grant

Grant #: 260501

General Information

New Award or Amendment: New Award

Federal Employer ID #: 526000786

UEI #:

Amendment #: 0

Mail Code: 000

Organization Name: Mayor & City Council of Cumberland MD - City of Cumberland

Street Address: 57 N. Liberty Street

Grant Period:

City & State: Cumberland, MD

Zip+4: 21502

Start Date: 7/1/2025

Program Manager: Alex Menges

End Date: 6/30/2026

Phone: 301-759-6500

Amount of Current Action: \$49,000.00

Amount Previously
Awarded this grant: \$0.00

Total Grant Award: \$49,000.00

MSDE Division Information:

Division Name: A0602 - Maryland Center for School Safety

Program Manager: Gifty Quarshie

Program Phone: 410-281-2335

Email: gifty.quarshie4@maryland.gov

Additional Information:

REPORTING AND REIMBURSEMENT REQUIREMENTS

A. Reporting Requirements

The SRO grant is one of two grants available under the Safe to Learn Act of 2018. As a result, there are reporting requirements for the SRO grant that tie directly with the reporting requirements of the Safe Schools Fund Grant.[1] The following reports are due as outlined: Safe to Learn Act Reporting Mandates, Quarterly Project Reports and Final Project Report.

Safe to Learn Act Reporting Mandates

1. On or before **August 1, 2025**, and each August 1st thereafter, each local school system shall complete the [Incidents of Force Report\[2\]](#) and submit to MCSS any incidents of force between a school security employee and a student while the school security employee is carrying out the employee's duties.
2. On or before **August 1, 2025**, and each August 1st thereafter, each local law enforcement agency shall complete the [Incidents of Force Report\[3\]](#) and submit to MCSS any incidents of force between their SROs and a student while the SRO is carrying out the employee's duties.
3. On or before **September 1, 2025**, each local school system shall file the [SRO Adequate Coverage Report](#) with MCSS showing each public school assigned SROs or the Adequate law enforcement coverage planned for that school facility. Law

File Attachments for Item:

. Order 27,879 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and the Allegany County Human Resources Commission, Inc., for the property located at 231 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for \$2,300, and allowing the terms of the Easement Agreement to be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council

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

ORDER NO. 27,879

DATE: October 21, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and the Allegany County Human Resources Commission, Inc. for the property located at 231 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for Two Thousand Three Hundred Dollars and No Cents (\$2,300.00); and

BE IT FURTHER ORDERED, that the terms of the Easement Agreement may be modified by consent of the City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Cumberland Street Bridge Easement Offer – 231 Cumberland Street

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

The City of Cumberland and the Allegany County Human Resources Development Commission, Inc. to enter into an easement agreement for the property located at 231 Cumberland Street in order to proceed with the replacement and construction of the Cumberland Street Bridge. The City of Cumberland has offered \$2,300 for the easement of the properties necessary to obtain access in order to move forward with the bridge replacement project.

Amount of Award: \$2,300.00

Budget number: 115.099B.63000

Grant, bond, etc. reference: City Funds

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), made this ____ day of _____, 2025, by and between **Allegany County Human Resources Development Commission, Inc.** (the "Grantor"), a Maryland corporation, and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation.

RECITALS

WHEREAS, the Grantor owns the real property located at 231-233-255 Cumberland Street, Cumberland, MD 21502 which is described in the deed from Robert S. Paye to it dated October 31, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2337 Page 455, the said property hereinafter being referred to as the "Property"; and

WHEREAS, the bridge on the east side of the Property (commonly known as the Cumberland Street Bridge and hereinafter referred to as the "Bridge") has reached the end of its useful life and needs to be replaced and reconstructed; and

WHEREAS, the City requires certain easements over, across, under and through the Property in order to perform the aforesaid replacement and reconstruction work and other work incidental thereto; and

WHEREAS, this Agreement identifies those easements and sets forth their terms and conditions.

WITNESSETH

NOW THEREFORE, in consideration of the sum of Two Thousand Three Hundred (\$2,300.00) paid by the City unto the Grantor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, give and convey unto the City, its successors and assigns, the easements described hereinafter as follows:

1. **Temporary Easement.** The Grantor grants, gives and conveys to the City, its successors and assigns, a temporary easement (hereinafter, referred to as the "Temporary Easement") over, across, under and through the portion of the Property designated as the "Temporary Easement" on the plat attached hereto and incorporated by reference herein (hereinafter referred to as the "Plat") for the purpose of laying out, constructing, reconstructing, removing, relocating, extending, widening, straightening, grading, operating, maintaining and repairing the Bridge and the appurtenances thereto and performing other work incidental thereto (all of which are hereinafter referred to as "Construction Activities"). This easement shall terminate one (1) year after the date of the completion of the construction of the Bridge.

2. **Perpetual Easement.** The Grantor grants, gives and conveys to the City, its successors and assigns, in perpetuity, an easement (the "Perpetual Easement") over, across, under and through the portion of the Property designated as the "Perpetual Easement" on the Plat for the purpose of performing Construction Activities. The area of the Perpetual Easement shall expand to include the land of the Temporary Easement in the event any Construction Activities need to be performed after the date of this Agreement.

3. **Access Easement.** Notwithstanding anything to the contrary herein, the Grantor grants, gives and conveys to the City the rights and privileges of ingress, egress and regress over and across the Property, in perpetuity, for the purpose of accessing the Temporary Easement and Perpetual Easement (hereinafter referred to collectively as the "Easements").

4. **Covenants and Agreements Applicable to Easements.** The parties hereto

covenant and agree that the following terms and provisions shall apply with respect to the Easements, the said covenants and agreements being deemed to touch and concern the land and run with it:

- (i) Upon the completion of Construction Activities on the Property in the area of the Easements, the City shall cause all construction debris to be removed from the Property and, subject to applicable law, shall cause the ground disturbed by the aforesaid Construction Activities to be reseeded, to the extent necessary, and contoured to flow with and match the surrounding area.
- (ii) In the event any improvements on the Property are damaged as a result of Construction Activities, they shall be returned to as good or better condition than they were in before the commencement of Construction Activities.
- (iii) In the event it is necessary to alter the path of the Bridge in order to comply with applicable laws, regulations or permits or where conditions in the field or other conditions beyond the control of the City render it impractical or impossible to locate the Bridge where shown on the Plat such that the location of any one or more of the Easements needs to be adjusted, the City shall have the right to relocate the said Easement(s) as close as is practicable to their original location(s), due consideration being given to the Grantor's desires with respect to the same. In the event it is necessary to alter the location of any

of the Easements, upon the request of the City, the Grantor shall execute an amendment to this Agreement showing the manner in which it was relocated.

5. **Severability/Reformation.** If any provision or part of any provision of this Agreement shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part thereof and, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that, in lieu of each provision or part of this Agreement that is illegal, invalid, or unenforceable, a clause shall be added that is as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

6. **Governing Law.** This Agreement, having been executed in the State of Maryland and shall be construed, interpreted and enforced under the laws of the State of Maryland.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton,
City Clerk

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

**ALLEGANY COUNTY HUMAN RESOURCES
DEVELOPMENT COMMISSION, INC.**

(Signature)

By: *(Signature)* (SEAL)
Wendolyn McKenzie,
Executive Director

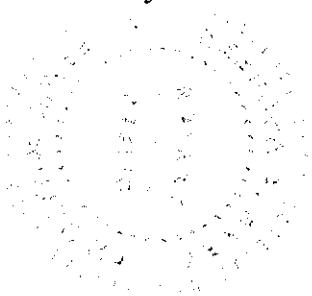
**STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:**

I HEREBY CERTIFY, that on this 16th day of October, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Wendolyn McKenzie**, known and/or satisfactorily identified to me, the Executive Director of **Allegany County Human Resources Development Commission, Inc.**, a Maryland corporation, and acknowledged the foregoing instrument to be the act and deed of the aforesaid corporation and made oath that she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

My commission expires: 12-10-29

(Signature)
Notary Public



STATE OF MARYLAND,
COUNTY OF ALLEGANY, 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 and/or satisfactorily identified to me, the Mayor of Mayor and City Council of Cumberland, a Maryland municipal corporation and acknowledged the foregoing instrument to be the act and deed of Mayor and City Council of Cumberland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

Notary Public

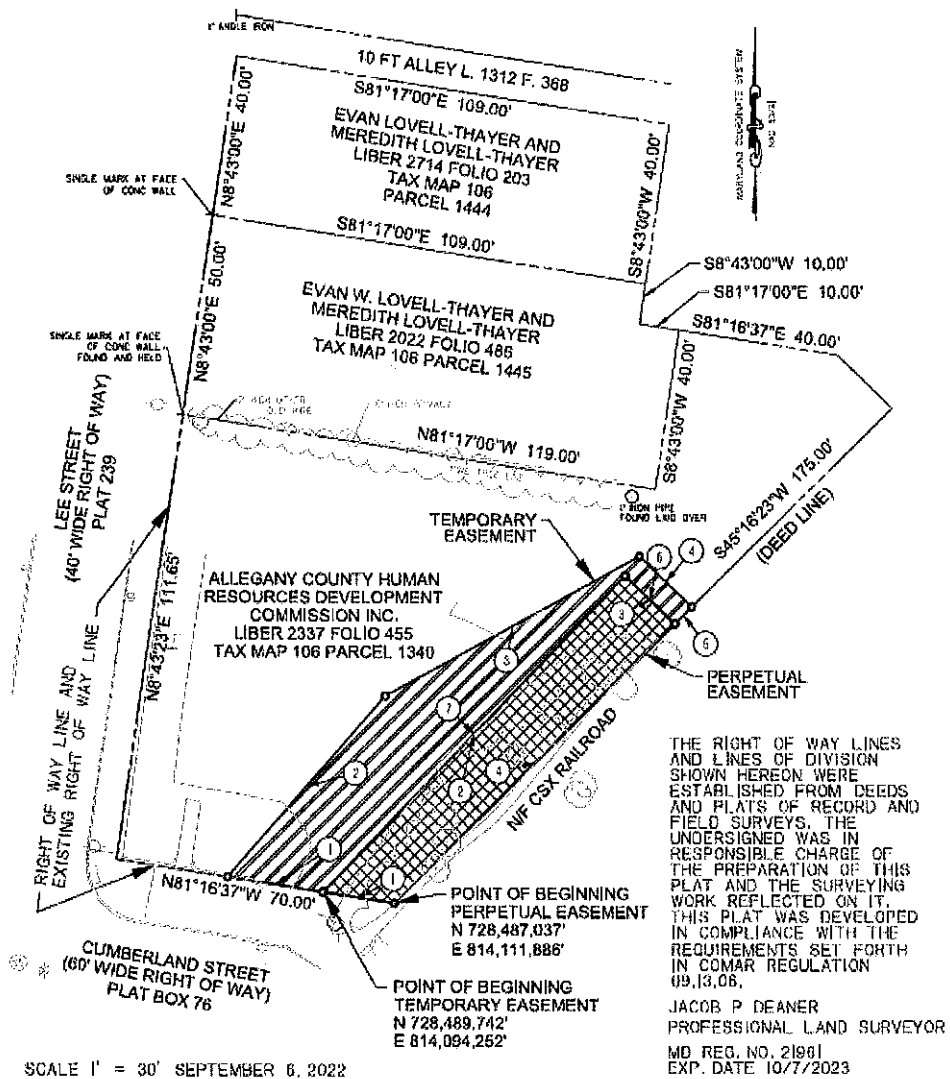
My commission expires: _____

ATTORNEY CERTIFICATION

The undersigned hereby certifies that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

SHEET 1 OF 2



AB CONSULTANTS, INC.
7020 TUDSBURY ROAD
BALTIMORE, MARYLAND 21244
Tel - (443)-723-2650



CITY OF
CUMBERLAND
MARYLAND

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.		
1	N 81°16'37" W	24.03'
2	N 41°12'14" E	59.72'
3	N 61°10'51" E	72.35'
4	S 46°12'43" E	18.05'
5	S 45°16'23" W	6.00'
6	N 46°12'43" W	17.16'
7	S 43°47'17" W	108.89'
TEMPORARY EASEMENT AREA 2,019 SQ. FT. OR 0.046 ACRES± SHOWN THUS: 		

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.		
1	N 81°16'37" W	17.84'
2	N 43°47'17" E	108.89'
3	S 46°12'43" E	17.16'
4	S 45°16'23" W	98.68'
PERPETUAL EASEMENT AREA 1,641 SQ. FT. OR 0.038 ACRES± SHOWN THUS: 		

GENERAL NOTES:

1. THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR ABSTRACT.

2. FIELD WORK WAS PERFORMED FOR THIS SURVEY IN DECEMBER OF 2019

3. PRIMARY CONTROL IS BASED ON OBSERVATIONS THROUGH THE FOLLOWING NGS CONTROL STATIONS
USING SUPERSEDED VALUES (NAD83/91):

JW1174
N 712,146.753'
E 799,806.739'
EL 672.50' (NAVD 88)

A16314
N 736,385.576'
E 808,406.350'
EL 667.7' (NAVD 88)

4. THIS PLAT IS BASED ON FIELD RUN WORK IN ACCORDANCE WITH COMAR 09.13.06.09 "RIGHT-OF-WAY/EASEMENT SURVEY" AND IS NOT THE RESULT OF A COMAR 09.13.06.03 "BOUNDARY SURVEY".

THE RIGHT OF WAY LINES AND LINES OF DIVISION SHOWN HEREON WERE ESTABLISHED FROM DEEDS AND PLATS OF RECORD AND FIELD SURVEYS. THE UNDERSIGNED WAS IN RESPONSIBLE CHARGE OF THE PREPARATION OF THIS PLAT AND THE SURVEYING WORK REFLECTED ON IT. THIS PLAT WAS DEVELOPED IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR REGULATION 09.13.06.

JACOB P DEANER
PROFESSIONAL LAND SURVEYOR

MD. REG. NO. 21961
EXP. DATE 10/7/2023



AB CONSULTANTS, INC.
7020 TUDSBURY ROAD
BALTIMORE, MARYLAND 21244
Tel - (443)-129-2650



CITY OF
CUMBERLAND
MARYLAND

File Attachments for Item:

. Order 27,880 - authorizing the abatement of City Real Property taxes and interest for the properties at 840 Gephart Drive, 429 Central Avenue and 491 Baltimore Avenue

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

ORDER NO. 27,880

DATE: October 21, 2025

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

THAT, the City Comptroller be and is hereby authorized to abate City

Real Property taxes, interest and utilities (if applicable) owed for the following

properties and tax years listed:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
840 Gephart Drive	06-015328	2021-2025	\$3,737.90	\$1,803.01	-	\$5,540.91
429 Central Avenue	22-009516	2024-2025	\$411.63	\$30.50	-	\$442.13
491 Baltimore Avenue	35-002006	2024	\$453.47	\$117.91	-	\$571.38
Totals			\$4,603.00	\$1,951.42	-	\$6,554.42

Raymond M. Morriss, Mayor

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

ROBERTSON BECKY L

840 GEPHART DR
CUMBERLAND MD 21502-2758

Description & Location: 840 GEPHART DR
840 GEPHART DR
CUMBERLAND 21502

Payoff Statement for PIDN: 06015328

Print Date: 09/11/2025

Payoff Date: 10/31/2025

Total Due On Payoff Date: 5540.90

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2021		06/28/2021	689.38	0.00	675.71	0.00	1365.09	0.00
Real Estate Tax Annual	2022		06/24/2022	720.81	0.00	533.54	0.00	1254.35	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	752.24	0.00	376.01	0.00	1128.25	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	775.90	0.00	201.76	0.00	977.66	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	799.57	0.00	15.99	0.00	815.56	0.00

Taxes - 3737.90
Interest - 1803.01
5540.91

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

LYNCH WILLIAM JR ET AL
LYNCH BARBARA R
429 S CENTRAL AVE
CUMBERLAND MD 21502-3156

Description & Location: 429 CENTRAL AVE
429 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22009516

Print Date: 09/11/2025

Payoff Date: 10/31/2025

Total Due On Payoff Date: 442.12

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024 Real Estate Semi Annual 2	2024		07/01/2024	52.89	0.00	10.60	0.00	63.49	0.00
2024 Real Estate Semi Annual 1	2024		07/01/2024	52.89	0.00	13.78	0.00	66.67	0.00
2025 Real Estate Tax Annual	2025		07/01/2025	305.85	0.00	6.12	0.00	311.97	0.00

Taxes - 411.43
Interest - 30.50

442.13



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND MAYOR AND CITY COUNCIL

PO BOX 1702
CUMBERLAND MD 21502-

Description & Location: 491-493 BALTO AVE
491 BALTIMORE AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 35002006

Print Date: 09/17/2025

Payoff Date: 10/31/2025

Total Due On Payoff Date: 571.38

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2024									
Real									
Estate	2024		07/01/2024	453.47	0.00	117.91	0.00	571.38	0.00
Tax									
Annual				<i>Tax</i>		<i>Interest</i>			

File Attachments for Item:

. Order 27,881 - approving the final renewal year of the maintenance service contract with Southern Corrosion, Inc., for the Water Tank Maintenance Service Contract (Project 2023-03-WTR), in the not to exceed lump sum cost of \$140,499.87

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

ORDER NO. 27,881

DATE: October 21, 2025

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

THAT, the final renewal of the maintenance service contract with Southern Corrosion, Inc., 738 Thelma Road, Roanoke Rapids, NC, 27870, for the Water Tank Maintenance Service Contract (Project 2023-03-WTR), in the not to exceed lump sum cost of One Hundred Forty Thousand Four Hundred Ninety Nine Dollars and Eighty Seven Cents (\$140,499.87) for FY26 be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this agreement is for a multi-year maintenance service contract with each year increasing from the base premium (\$133,210.00 in FY24) by the increase in the CPI.

Raymond M. Morriss, Mayor

Budget Number: 002.220.20100; City Funds

Council Agenda Summary

Meeting Date: 10/21/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Water Tank Maintenance Service Contract- Year 3, City Project # 2023-03-WTR

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

Water Tank Maintenance Service Contract – Year 3 in the lump sum cost of \$140,499.87 for FY26.

As referenced in M&CC Order #27,311, the multi-year maintenance service contract will increase year to year from the base premium of \$133,210.00 by the increase in the CPI each year. This results in the FY26 cost to be \$140,499.87.

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

Amount of Award: \$140,499.87 for FY26

Budget number: 002.220.20100

Grant, bond, etc. reference: City Funds

Southern Corrosion
524 NC Highway 125
Roanoke Rapids, NC
27870
+12525351777
www.tankcare.net



PO# 26-62
V# 305258
Acct# 002.230.20100
Holli Coleman
10/16/25

INVOICE

BILL TO

3842
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

INVOICE # 20905

DATE 10/01/2025

DUE DATE 10/31/2025

TERMS Net 30

DESCRIPTION	QTY	AMOUNT
Water Tank Management Service Annual Premium Last Year's Annual Premium= \$136,540.20 Change in CPI =2.9% This Year's Annual Premium= \$140,499.87	1	140,499.87
Please pay by Check or ACH If you would like future invoices emailed to you please provide your email to morgan@tankcare.net and include your water system information. Thank you.	SUBTOTAL	140,499.87
	TAX	0.00
	TOTAL	140,499.87
	BALANCE DUE	\$140,499.87

File Attachments for Item:

. Order 27,882 - declaring five filing cabinets to be surplus and authorizing them to be recycled or scrapped

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

ORDER NO. 27,882

DATE: October 21, 2025

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

WHEREAS, the Mayor and City Council authorize this equipment to be recycled or scrapped;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized to be recycled or scrapped:

- Five Filing Cabinets

Raymond M. Morriss, Mayor