



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: April 07, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

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

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for February 2026

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for February 2026

(C) Fire

- [1.](#) Fire Department Monthly Report for February 2026

(D) Police

- [1.](#) Police Department Monthly Report for February 2026

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer Monthly Reports for February 2026

Approval of Minutes

- [1.](#) Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of March 3, 2026 and Open Work Session Minutes of March 10, 2026

Public Hearings

- [1.](#) A second public hearing for the Community Development Block Grant (CDBG) 2026 Annual Action Plan

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4040 (*2nd & 3rd readings*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of \$16,500
- [2.](#) Ordinance 4041 (*2nd & 3rd readings*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of \$300
- [3.](#) Ordinance 4042 (*2nd & 3rd readings*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Lynn Siebert for the purchase price of \$300
- [4.](#) Ordinance 4043 (*2nd & 3rd readings*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of \$500
- [5.](#) Ordinance 4044 (*2nd & 3rd readings*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of \$400
- [6.](#) Ordinance 4045 (*2nd & 3rd readings*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed \$2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

New Business

(A) Resolutions

- [1.](#) R2026-03 (*1 reading only*) - a resolution supporting HB1142/SB, establishing the task force to modernize county and municipal revenue sources
- [2.](#) R2026-04 (*1 reading only*) - a resolution granting the Cumberland Economic Development Commission (CEDC) a property tax credit for the 2023-2025 tax years

(B) Ordinances

- [1.](#) Ordinance 4046 (*1st reading*) - authorizing the transfer of 842 Gephart Drive to Jason Mills for the purchase price of \$4,240
- [2.](#) Ordinance 4047 (*1st reading*) - authorizing the transfer of 846 Gephart Drive to D'Andra Fazzalore for the purchase price of \$15,651
- [3.](#) Ordinance 4048 (*1st reading*) - repealing Sections 13-166 to 13-188 of the Code of the City of Cumberland pertaining to bicycle ownership and operation and enacting new regulations covering that subject matter as Sections 13-166 to 13-172 of the City Code

(C) Orders (Consent Agenda)

- [1.](#) Order 27,967 - authorizing the execution of a contract of sale with Derek McFarland for the purchase of 111-113 Walnut Place and 115-117 Walnut Place for the total price not to exceed \$12,000
- [2.](#) Order 27,968 - authorizing appointments to the Administrative Appeals Board, Historic Preservation Commission and Zoning Board of Appeals
- [3.](#) Order 27,969 - authorizing Special Taxing District residential exemptions for 107 S. Centre Street for the 25-26 Tax Year in the amount of \$731.82
- [4.](#) Order 27,970 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the City for the "Gatsby Gala" Event on April 26, 2026 from 6:00 PM to 10:00 PM; notwithstanding, that open glass containers shall not be permitted
- [5.](#) Order 27,971 - authorizing the abatement of City Real Property Taxes and Interest for properties at 600 Bishop Walsh Road and 229 Columbia Street
- [6.](#) Order 27,972 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Baltimore Street Grill for the use of the public right of way immediately in front of and adjacent to the property for a term effective March 17, 2026 through October 31, 2026
- [7.](#) Order 27,973 - establishing an official parade route for all parades in the City of Cumberland, with the exception of the annual South Cumberland Halloween Parade
- [8.](#) Order 27,974 - authorizing the amendment of the existing FY26 service agreement with Turnbull Hoover & Kahl, P.A., with the addition of two years at a 1% price escalation for each of FY27 and FY28, for the provision of audit services for the following yearly amounts not to exceed: 2026 (\$134,580), 2027 (\$135,580) and 2028 (\$136,660)
- [9.](#) Order 27,975 - declaring vehicles and equipment to be surplus property and authorized for sale, trade in or scrap
- [10.](#) Order 27,976 - approving the sole source proposal from Sherwood Logan for the purchase of two 24" Cast Iron Sluice Gates Assembly for the Flood Control Sanitary Siphon at the Washington Headquarters structure and the Wills Creek floodgate in the not to exceed amount of \$55,000
- [11.](#) Order 27,977 - accepting the bid from iM Motors, LLC for the purchase of three DAF recycle pumps for the Water Filtration Plant under the Capital Improvement Plan, in an amount not to exceed \$28,616.64, and rejecting all other bids
- [12.](#) Order 27,978 - authorizing the acceptance of a donation from The Riggs Family Foundation Fund in the amount of \$1,000 to be used for Fire Prevention Supplies to assist Cumberland residents in need through the distribution of smoke detectors and carbon monoxide detectors
- [13.](#) Order 27,979 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "DelFest Downtown

Kickoff" event on May 20, 2026 from 5:00 p.m. to 11:59 p.m., the "Friday After Five" event on June 12, 2026 from 5:00 p.m. to 11:59 p.m. and the "250th Parade and Celebration" event on June 27, 2026 from 10:00 am to 6:00 pm; notwithstanding, that open glass containers shall not be permitted

- [14.](#) Order 27,980 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$50,000 in funding for the "Cumberland Roof Replacement Program", authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds
- [15.](#) Order 27,981 - authorizing the appointment of Cody Pearce as the Interim Fire Chief, effective April 12, 2026
- [16.](#) Order 27,982 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc., for costs associated with tariff fees related to the purchase of materials for this project that were enacted after the bidding period for the Design for Odor Covers at Water Reclamation Facility (City Project 2025-02-WRF) in the amount not to exceed \$9,460, bringing the total project cost not to exceed \$385,550
- [17.](#) Order 27,983 - accepting the bid from Carl Belt, Inc., for the WRF Dewatering Building MCC Replacement Project (City Project 2025-25-WRF) to remove and replace the existing Master Control Center in the Dewatering Building at the Water Reclamation Facility in the cost not to exceed \$198,000
- [18.](#) Order 27,984 - accepting the bid from Dixie Electric, Inc., for the Ridgedale Reservoir Pump Station Generator Installation Contract (City Project 2026-11-WFP) for the procurement of all equipment and labor for the installation of a backup generator at the Ridgedale Water Pump Station in an amount not to exceed \$229,450.10
- [19.](#) Order 27,985 - authorizing the City Administrator to execute the FY26 Maryland Energy Administration Grant Agreement with the Maryland Energy Administration to provide the City a grant in the amount of \$429,000 to modernize HVAC controls at the Public Safety Building, and authorizing the City Comptroller to accept the grant funding
- [20.](#) Order 27,986 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$150,000 in funding for the "Fire Suppression System Grant Program", authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds
- [21.](#) Order 27,987 - authorizing participation in the proposed settlement with the Remnant Defendants Settlement Agreement (RDSA) and authorizing the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for February 2026



Administrative Services Monthly Report for February, 2026

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

February 2026

Johnna Byers, Director

Statistics

160 new help desk requests
217 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with processes in new parking garage/permit system
- Assist with police mobile data terminal issues
- Assist with body camera issues including new unit evaluations
- Continue updating PCs to Windows 11 from Windows 10
- Continue evaluating alternatives to VMWare for virtual servers

Cumberland Main Street Report

February 2026

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Canal Towns Partnership Board of Directors monthly meeting in Hancock
- Meeting with CEDC about decorative fencing for outdoor dining
- Central Services about bench plaques placement
- Tri-County Council Stakeholder meeting in Frostburg
- FY27 Budget meeting with Finance and Jeff Silka
- PPR Strategies call – part of Main St Mentoring Program
- MD 250 Cumberland Parade meeting
- Special events committee
- Taylor Layton, PR and Social Media Coordinator – social media & ENews planning
- CDBG Project Review Committee
- Webinar – Filling Storefronts
- MD Comptroller Women's Economic Empowerment Advisory Council
- Wills Hotel group regarding soft opening and ribbon cutting
- New website designer strategy meeting
- Tour of available spaces for potential new business

Main Street Meetings

- Main Street MD Check In call on accreditation application and grant
- Main Street MD Power Hour – Conflict of Interest for Board
- Main Street FY27 grant trainings (2)

Projects/Events

- Project Restore: Working on final reports for 7 N. Liberty St and 11 N. Liberty St.
- Roll out naming opportunities for downtown trees
- Reviewed proposals for a website designer for new Main Street website; chose designer
- Work on two Dept of Housing & Community Development grants for state of Maryland
- New Main Street board of directors Meet & Greet
- Work on MD Historical Trust grant application for wayfinding signage

Parks and Recreation

February 2026

Ryan Mackey, Director

Meetings Attended

Throughout February, staff participated in multiple meetings to support ongoing operations, planning, and project coordination:

- **February 2:** Parks and Recreation Board Meeting
- **February 3, 17, 23:** Special Events Meetings
- **February 5:** Youth Camp Safety Advisory Meeting
- **February 6:** Pool Liner Project Meeting
- **February 9:** Shade Tree Meeting
- **February 12:**
 - Preconstruction Meeting – Constitution Parking Lot
 - Summer Food Service Program Training
- **February 24:** DoCaS Preparation Meeting

Events & Program Activities

Several seasonal events and operational activities were initiated or prepared during this period:

- Successful coordination of the **Groundhog Day Celebration**
- Ongoing preparation for the **Easter Egg Hunt**, scheduled to take place at the Gene Mason Sports Complex
- Initial planning efforts for **Arbor Day/Earth Day** activities
- Opening of **Pavilion Rentals** for the season
- Commencement of **Field Usage** scheduling and operations

Upcoming Events & Projects

The department is preparing for the following scheduled events and capital improvements:

- **Easter Egg Hunt:** April 3, 2025
- **Arbor Day Celebration:** April 22, 2025
- **Parks and Recreation Board Meeting: March 2, 2025**

Ongoing & Upcoming Projects:

- Constitution Parking Lot Construction Project
 - Pool Liner Replacement at Constitution Facility

Community Development Report

February 2026

Kevin Thacker, Code Compliance Manager

Noted Activity:

Grants:

- 219 Pennsylvania Ave. Rear, \$15,000.00 Home Rehabilitation Grant with \$75,858.59 total improvements

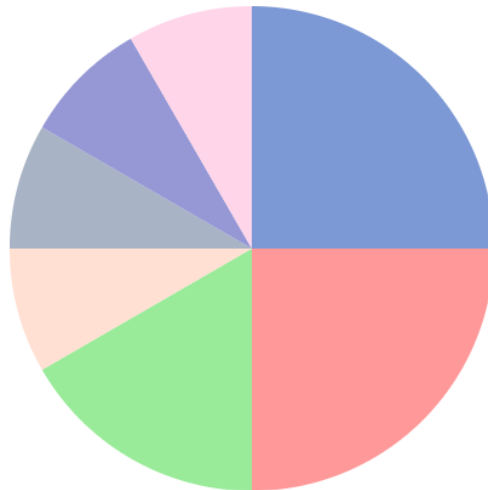
Code Enforcement Activity:

20 new cases received – 14 of those are still open

12 violations were found

6 cases have been resolved

Open Date From: 02/01/2026
Open Date To: 02/28/2026



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	3	25.0%
	Requirements for unsafe buildings	3	25.0%
	Licensing of rental dwelling units	2	16.7%
	Order to vacate	1	8.3%
	Removal of snow from sidewalks	1	8.3%
	Standards for good repair and safe condition	1	8.3%
	Dog or cat owners to remove feces	1	8.3%

Permits/Reviews & Rental Licenses:

28 Total Permits/Reviews were issued

35 Rental Inspections were completed

Building

Residential.....3
Commercial.....3

Miscellaneous

Residential.....2
Commercial.....1

Occupancy

Residential 0
Commercial 5

Signage

Commercial 1

Electrical

Residential.....3
Commercial.....5

Plumbing

Residential.....0
Commercial.....2

Utility

Residential 0
Commercial 3

Demolition

Residential 1
Commercial 0

Public ROW

Issued4

Rental Licenses

Issued12

Rental Inspections

Passed 29
Failed 6

Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued {1 ZA}0

Certificates of Appropriateness

Issued..... 0

Request for Change/Amendment

Issued..... 1

Cont.

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$11,314.00
Miscellaneous Permits	15.00
Occupancy Permits.....	105.00
Sign Permits.....	111.50
Utility Permits	10,110.00
Plan reviews, Amendments & appeals.....	0.00
Zoning Classification Détermination (info. request)	0.00
Municipal Infractions (abatements, admin.)	2,770.00
Certificates of Appropriateness (COA-ROA)	90.00
Rental Licenses (new & renewal)	300.00
Paid Rental Inspection Requests	0.00
TOTAL	\$24,815.50

Demolition Bonds Collected..... \$0.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

CDBG- February 2026 was a short but very busy month for CDBG.

Staff provided the 4th of 4 Mandatory Technical Assistance Meetings for the 2026 CDBG annual action plan development which were 2 hours in length providing guidance and regulations by which CDBG administration is bound. Individual project application technical assistance was also provided to every participant with questions.

Applications were due Feb 13 and 16 were received, reviewed, evaluated, and assembled for the five member CDBG project review committee which met Feb 24 to discuss the staff recommendations spreadsheet for the 2026 annual action plan. A second meeting was held which included staff from Administration, Engineering, Community Development and Parks and Recreation. Staff reached out on several occasions for additional information and clarity on many of the application received prior to final committee meeting.

Several technical assistance meetings were held for current sub recipients of CDBG in 2025 or prior years. The Allegany Museum project required 3 meetings with museum staff, CD staff and State of Maryland staff and several solid 8-hour days of research on Federal regulations triggered by the project. Coordination among the two major funding sources was required in order to meet the highest compliance standards for each source on procurement, contracting, Buy America Preferences, policy/procedure, Section 3 responsibilities and documentation and Davis Bacon requirements.

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The Request for Release of Funds was sent to HUD following the completion and publishing of the Environmental Review Record for the Allegany Museum Rehabilitation (2025 CDBG funded) project.

Staff attended the Allegany County Homelessness Coalition meeting and the Community Resources Day meeting.

Human Relations Commission Fair Housing

The regular meeting of the Human Relations Commission meeting was planned, organized and moderated by staff. Staff organized and attended 2 fair housing event committee meetings. Staff also ordered, received, and inventoried new HRC logo'ed promotional swag for this year's outreach and education campaign. Staff project managed the planning and organization of the event with HRC commissioners.

CDBG Projects Underway

Community Development Block Grant Program	February 2026 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	\$181,253.40	\$148,746.60
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Admin	2024	\$113,818.00	\$113,818.00	\$0.00
IC	2024	\$15,182.00	\$14,379.50	\$802.50
FH	2024	\$11,000.00	\$11,000.00	\$0.00
ACDSS Emerg Rental Assistance	2024	\$10,000.00	\$10,000.00	\$0.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,951.96	\$8.04
Parks and Recreation Improvements	2024			
Const Pk Trails Signage Wayfinding	2024	\$76,933.32	\$0.00	\$76,933.32
Const Pk ADA Parking Lot Grove 4	2024	\$165,000.00	\$0.00	\$165,000.00

Cont.

2024 Grant Totals		\$750,893.32	\$335,402.86	\$415,490.46
City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00	\$0.00	\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00	\$0.00	\$249,040.00
Admin	2025	\$111,374.00	\$27,014.20	\$84,359.80
IC	2025	\$15,182.00	\$0.00	\$15,182.00
FH	2025	\$13,444.00	\$1,762.89	\$11,681.11
ACDSS Rental Assist	2025	\$14,000.00	\$0.00	\$14,000.00
ACDSS Utility Assist	2025	\$14,000.00	\$1,200.00	\$12,800.00
SOAR Program	2025	\$20,000.00	\$3,909.36	\$16,090.64
FCRC Shelter Operating Cost	2025	\$18,000.00	\$0.00	\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00	\$0.00	\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00	\$0.00	\$4,960.00
YMCA Food	2025	\$8,000.00	\$1,337.07	\$6,662.93
CEDC Cumberland Rideshare Program	2025	\$12,000.00	\$0.00	\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00	\$0.00	\$10,000.00
2025 Grant Totals		\$786,221.00	\$35,223.52	\$750,997.48
			Total All Yrs	\$1,244,487.94
February 2026 CDBG Report				

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate
February 2026

- New Time & Attendance System
- Helped answer questions and fix minor issues with
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments

Cont.

- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & Other Job Boards
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Police, Fire, HR & Historic Preservation)
- New Employee Onboarding
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- 1095 Creation & Distribution to Employees
- Insurance Invoicing
- 2025 OSHA reporting & submission
- Risk Management Meeting
- Administered Police Testing
- Employee Grievance Process
- Gathered information and documents related to employment issues and uploaded documents to proper authorities

	28-Feb
Open positions	4
New Hires	6
Retirements	0
Resignations	0
Terminations	0
FMLA	3
Workers Comp	1
Elected Officials	5
FT Employees	253
PT Employees	10
Contractual Employees	5

Comptroller's Office
Financial Activity Report
February 2026
Mark Gandolfi, City Comptroller

Cash Flow:

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

On February 1, 2026, the City had a cash balance of \$16.4 million (\$15.5 million invested in a value money market program and \$900 thousand participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$8.6 million resulting in a cash balance of \$25.0 million at February 28, 2026 (\$15.0 million invested in a value money market program and \$10.0 million participating in a sweep program at First United Bank).

As of February 28, 2026, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 3,407,181
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 4,182,813	\$ 20,861	\$ (25,133)	1,879,687	\$ -	\$ 2,298,854
FY 2025	675,165	1,236	(14,798)	31,712	-	629,891
FY 2024	286,547	766	(630)	17,645	-	269,038
FY 2023	53,889	-	(630)	(432)	-	53,691
FY 2022	43,589	-	-	99	-	43,490
FY 2021	27,595	-	-	111	-	27,484
FY 2020	38,325	-	-	-	-	38,325
FY 2019	7,692	-	-	-	-	7,692
FY 2018	8,423	-	-	-	-	8,423
FY 2017	6,810	-	-	-	-	6,810
FY 2016	6,138	-	-	-	-	6,138
FY 2015	5,458	-	-	-	-	5,458
FY 2014	4,328	-	-	-	-	4,328
Prior FY's	7,559	-	-	-	-	7,559
	<u>\$ 5,354,331</u>	<u>\$ 22,863</u>	<u>\$ (41,191)</u>	<u>\$ 1,928,822</u>	<u>\$ -</u>	<u>\$ 3,407,181</u>

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

Real property (non-owner occupied)	\$ 933,970
Personal Property	769,861
Real Property (semiannual payments)	576,587
Real Property (Half Year)	18,436
	<u>\$2,298,854</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash is comprised primarily of CSX funding restricted for capital projects. On February 26, 2026, \$7.4 million was received from the issuance of general obligation bonds to finance FY26 equipment and capital projects.

Cont.

Cash and Investment Summary

February 28, 2026

	Cash	Investments
Beginning Balance	\$ 16,375,025	\$ 12,124,742
Add:		
Cash Receipts	12,869,349	-
Investment Transfer	-	34,599
Less:		
Disbursements	4,270,465	-
Investment Transfer	-	-
Ending Balance	\$ 24,973,909	\$ 12,159,341
Restricted	\$ 8,226,379	\$ -

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

Restricted Cash

	2/1/2026	Increase	Utilization	2/28/2026
Police Seizures	\$ 71,930	\$ -	\$ -	\$ 71,930
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	70,497	213	-	70,710
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	149,148	-	-	149,148
DDC	14	-	-	14
GOB 2026	-	7,355,458	1,069,483	6,285,975
Capital Projects	1,428,774	4,568	-	1,433,342
Let's Beautify Cumberland	11,170	150	-	11,320
Human Relations Commission	206	250	-	456
Demolition & Fiscal Agent Bonds	52,191	250	3,237	49,204
	\$ 1,938,210	\$ 7,360,889	\$ 1,072,720	\$ 8,226,379

Increases to Capital Projects and Bowers Trust are interest earnings.

Increases to Let's Beautify Cumberland are additional donations.

Increases to GOB 2026 are the new debt issuance for FY26 capital equipment and projects.

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

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

National Opioid Settlement is available for opioid intervention in Cumberland.

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.

Cont.

Available Bond Proceeds

	2/1/2026	Increase	Utilization	2/28/2026
CDA 2023	611,228	-	-	611,228
CDA 2024	475,388	-	-	475,388
CDA 2025	1,837,180	-	15,528	1,880,251
GOB 2026	-	7,355,458	1,069,483	6,285,975
	\$ 2,923,796	\$ 7,355,458	\$ 1,085,011	\$ 9,252,842

CSO Projects

	2/1/2026	Increase	Utilization	2/28/2026
Evitts Creek Phase 3 Debt	\$ 2,618,130	\$ -	\$ -	\$ 2,618,130
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,855,950	-	-	3,855,950
78" Pipeline Debt	23,193,833	-	-	23,193,833
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,424,533	\$ -	\$ -	\$ 81,424,533

CDA 2025 \$15K utilization includes \$10K for street paving and \$5K toward the Wastewater Treatment Plant (WWTP) Clearwell roofing. GOB 2026 \$1.1M utilization includes \$86k for closing costs, \$232K for police vehicles, \$44K for a Street Department pickup truck, \$1K toward parks camera system, \$37K toward a Water Department mini excavator and trailer, \$44K for a Sanitary Department pickup truck, \$325K for a street sweeper, \$23K for Street Department hydraulic breaker and angle broom, \$21K toward Water Filtration Plant security upgrades, \$2K toward SCADA, \$2K toward WWTP security upgrades, and \$185K toward the WWTP solar power array and switchgear.

Remaining CDA 2023 funds consist primarily of a 5-ton dump truck (\$64K), water filtration building design (\$466K), and WWTP main pump replacements (\$75K). Remaining CDA 2024 funds are primarily allocated to sewer lining (\$183K), and main pump replacements (\$79K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$160K), WWTP odor covers (\$166K), watermain replacements (\$110K), hydrants and cross connections (\$224K), paving and concrete repair (\$599K), storage building (\$150K), MPA garage entry software and equipment (\$59K), MSC garage floor resurfacing (\$75K) and SCADA improvements (\$101K). Remaining GOB 2026 funds consist primarily of the WWTP solar power array and switchgear (3.1M), SCADA (\$218K), Mill Race junction box improvements (\$300K), Ridgedale pump station generator (\$200K), and watermain replacements (\$1.1M).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$8.0 million and is funded with \$5.4 million in grants and \$2.6 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase with most of the funding in place. Phase 4 project cost is estimated at \$4.0 million and is funded with \$3.9 million in loan including \$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 \$69.5 million and is substantially funded with \$46.3 million in grants and \$23.2 million in loan with \$4.4 million being forgivable.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for February 2026

**MAINTENANCE DIVISION REPORT
FEBRUARY 2026**

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 23 Service Requests Completed
 - 12 Streets and 1 Alley Repaired
- Street Maintenance and Utility Work
 - Queen City Drive Concrete Repair Continues
 - Two center lanes between Harrison and Baltimore are completed
- Tree Removal and Pruning (Arborist)
 - 6 hazard trees were removed
 - 34 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 24 tree complaints and tree issues
- Sign Work
 - 18 Traffic Control Signs Repaired / Installed
 - 7 Street Name Signs Repaired / Installed
 - 4 Handicap Signs Repaired / Replaced
 - 3 Handicap Signs Removed / Installed
- Other
 - 4 snow operation events with multiple ice control shifts
 - Miscellaneous park projects being completed
 - Handicap Parking
 - Pool Liner Removal Began for Pool Inspection
 - Training on Slips Trips and Falls Performed for all staff

Fleet Maintenance Monthly Report

February 2026

Department	Count of Maintenance Type
Central Services	3
Diagnostics	1
PM - Oil Change	2
Community Development	4
General Repair	1
PM - Oil Change	3
Engineering	3
General Repair	2
No Start	1
Fire	7
Diagnostics	2
Oil and Filter Change	1
PM - Oil Change	3
Transmission	1
Fleet Maintenance	1
PM - Seasonal Service	1
Flood	3
PM - Oil Change	1
Snow Removal	2
Parks and Rec	5
Fluid Leak	1
PM - Oil Change	3
PM - Seasonal Service	1
Police	22
Diagnostics	3
Lights and Electrical	1
No Start	1
Noise	1
PM - Oil Change	14
Steering/Suspension	1
Tires/Tire Repair	1
Sewer	5
Diagnostics	1
PM - Oil Change	3
Snow Removal	1
Street	14
Diagnostics	3
General Repair	1
PM - Oil Change	5

Snow Removal	2
Tires/Tire Repair	1
Transmission	1
Welding and Fabrication	1
Water Distribution	15
Body Repair	1
Diagnostics	1
Fluid Leak	2
General Repair	1
Lights and Electrical	4
PM - Oil Change	5
Windshield/Glass	1
Grand Total	82

**CENTRAL SERVICES
MONTHLY REPORT
FEBRUARY 2026**

- **City Hall:** Set up and cleaned up for Ground Hog Day event this morning. Replaced faucet in the City Clerks bathroom on 2nd floor. Replaced the batteries in the 2nd floor conference room clock.
- **Municipal Service Center:** Replaced thermostat on heater in the back room of the Water Department. Unclogged several toilets in main men's bathroom.
- **Public Safety Building:** Installed the new doors, walls, data cables and outlets on 3rd floor. Worked on the floor drain in the police garage at PSB. Sewer Department helped with a leak in the basement that was completely clogged shut. Put the 4-inch drain system back together and made sure there were no leaks in the basement. Fixed the drywall ceiling and cleaned up the back hallway from the drain repair. Covered an old vent in the Fire Department Garage. Helped Sewer Department flush the sewer line from oil trap in fire garage to the manhole in the street.
- **Fire Stations #2:** Checked on the boiler and garage door.
- **Downtown & Former Mall Area:** Fixed power post on the upper Baltimore St. that was hit by a car. Fixed multiple outlet posts on Baltimore St. (Mall) that have been hit and broken off the mounting plate.
- **Parks:** Started removing the old pool liner at Park. Took the nuts off of the mounting strips. Met with the electrical contractor at Mason Complex to give them the lighting controller we had above the cage area.
- **Traffic and Street Lights:** Reported 14 street lights for the power company to repair. Checked all the traffic light heads after high winds over the weekend. Fixed a city owned light on Decatur St. Checked on whether or not a few street lights have been repaired by the power company. Turned the traffic lights off for Wright Flagging at the intersection of Henderson Ave. and Knox St. (Columbia Gas doing work in the intersection). Worked on the crosswalk at the YMCA. Worked on the traffic cabinet at Centre St. and Valley St. Tried to reprogram the crosswalk radio at YMCA with TAPCO tech on the phone.
- **Other areas:** Installed lights in front of the elevator doors at Frederick St. Parking Garage. Helped move dog kennel from 4th street to WWTP. Removed back porch ramp and fence to get dog kennel out to street and loaded on a trailer. Attended training class at the Activities Building. Checked where the banner brackets were located for the Mechanic St. light poles.

- Received 53 work orders in February
- Completed 42 work orders February
- Monthly Safety Meeting – February 18, 2026
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

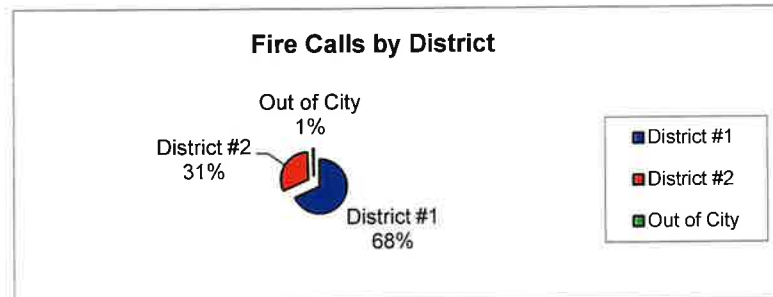
. Fire Department Monthly Report for February 2026

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

Cumberland Fire Department Responded to 172 Calls in February 2026

Responses by District:

District #1	117
District #2	54
Out of City	1
	172



Number of Alarms: 172

Calls Answered Below:

Property Use:

Public Assembly	0
Educational	5
Health Care	24
Residential	104
Government	1
Industrial/Commercial	14
Utility	0
Storage	0
Outside	24
	172

Type of Situation:

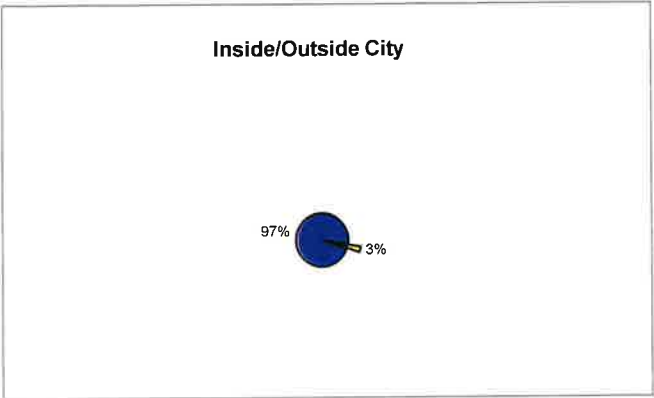
Fire or Explosion	7
Rescue Calls	12
Medical Calls	110
Hazardous Conditions	13
Public Service Calls	20
Good Intent Calls	10
	724

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February 2026:	\$1,825.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$14,310.00
Total Fire Service Fees for Fire Calls Paid in February 2026:	\$144.90
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$2,375.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$6,535.00

Total Fire Service Fees for Inspections and Permits Billed in February 2026:	\$375.00
Total Fire Service Fees for Inspections and Permits Paid in February 2026:	\$1,175.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,800.00

Cumberland Fire Department Responded to 469 Ambulance Calls in February 2026

In City Calls	453
Out of City Calls	<u>16</u>
Total	469



Total Ambulance Fees Billed by Medical Claim-Aid in February 2026:	\$161,394.77
Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$1,354,367.57

Ambulance Fees Paid	
Ambulance Fees Paid in February 2026:	\$114,065.31
Ambulance Fees Paid in FY 2026:	\$972,094.37
(Includes all ambulance fees current and previous fiscal years)	

Cumberland Fire Department Responded to 6 Medic Assist Calls

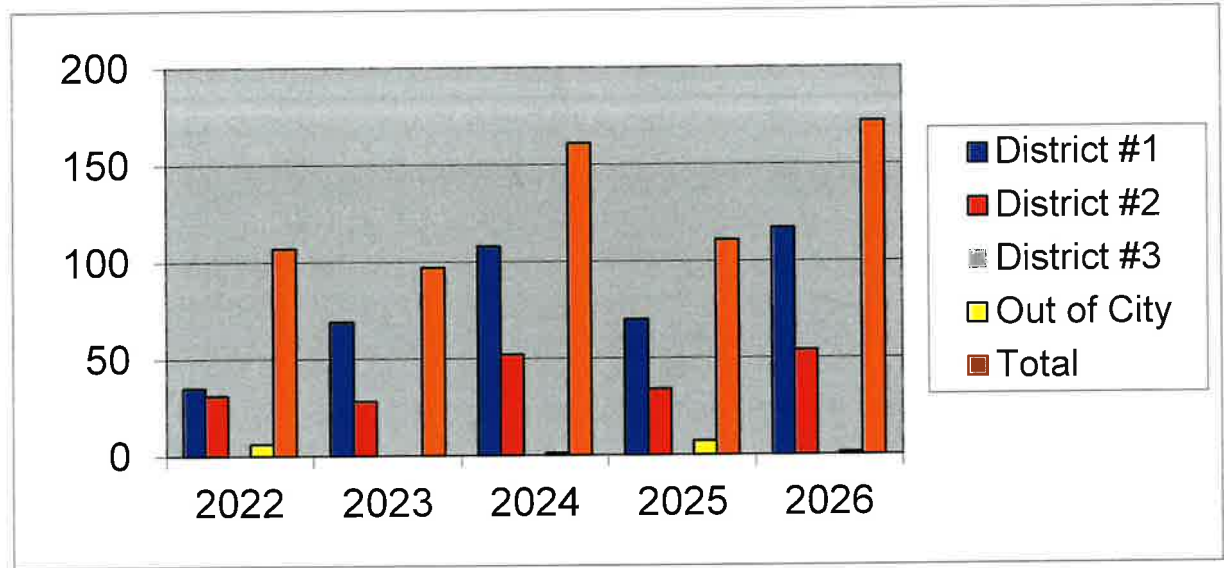
2 Medic Assist Calls in Allegany County	
4 Medic Assist Calls outside of Allegany County	
<u>6</u>	
LaVale VFD	1
Ridgeley, WV VFD	2
Short Gap, WV VFD	1
Fort Ashby, WV VFD	1
Allegany Co. DES	<u>1</u>
	6

Cumberland Fire Department Responded to 10 Mutual Aid Calls

6 Mutual Aid calls within Allegany County	
4 Mutual Aid calls outside of Allegany County	
<u>10</u>	
Allegany County DES	2
LaVale VFD	1
Cresaptown VFD	<u>3</u>
	6
Bedford, PA VFD	1
Short Gap, WV VFD	1
Ridgeley, WV VFD	<u>2</u>
	4

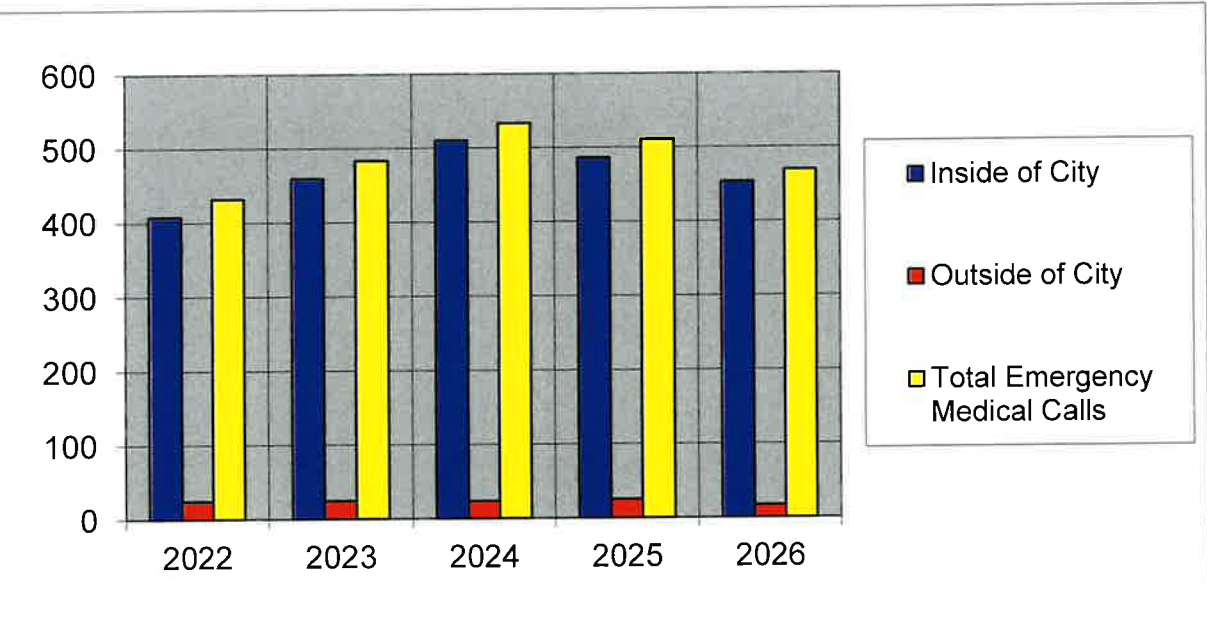
Fire Calls for the month of Febrary over a Five-Year Period

	2022	2023	2024	2025	2026
District #1	35	69	108	70	117
District #2	31	28	52	34	54
District #3	35	0	0	0	0
Out of City	6	0	1	7	1
Total	107	97	161	111	172



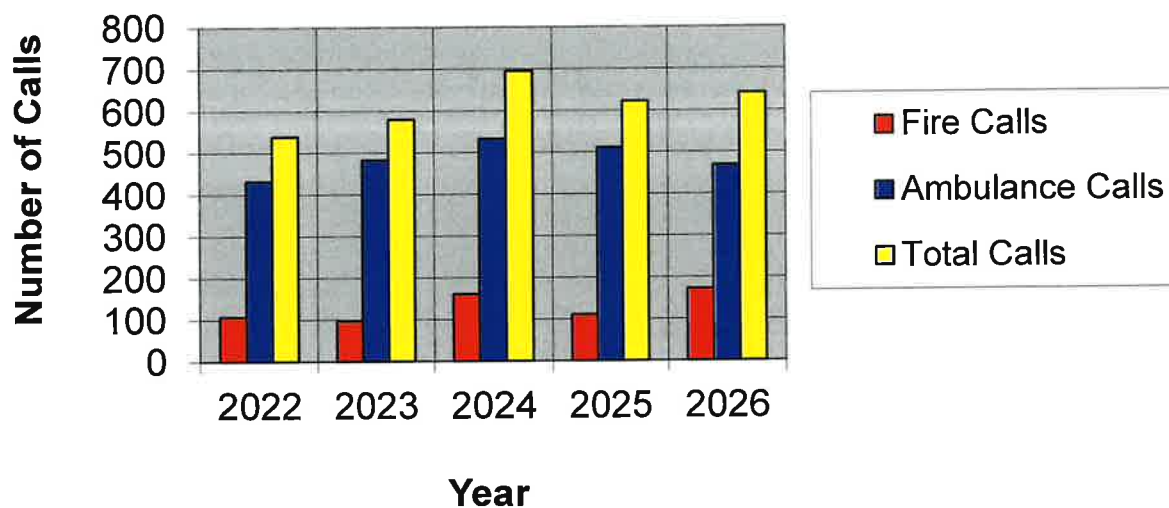
Ambulance Calls for the month of February over a Five-Year Period

	2022	2023	2024	2025	2026
Inside of City	408	459	510	486	453
Outside of City	24	24	23	25	16
Total Emergency Medical Calls	432	483	533	511	469



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

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Calls	107	97	161	111	172
Ambulance Calls	<u>432</u>	<u>483</u>	<u>533</u>	<u>511</u>	<u>469</u>
Total Calls	539	580	694	622	641



Training

Man Hours: 524
Course Hours: 90

Time and Attendance	Fire-Misc
Staff Meeting	Fire-Misc
Chain Saw Operations	Fire-Misc
Hazmat ERG	Hazmat
Gear Drills	SCBA
Rope Training 3-1 & 4-1	Rescue
Hose Line Deployment w/	
Hydrant connections 2/21/26	Fire-Misc
B Crew Daily 1-1-1	
Rigging	
CERT	
Firefighter Rescue	
Paramedic 2 year	
Paramedic 1 year	
Vector Training	

Fire Prevention Bureau

Ancillary Duties	47
Complaints Received	0
Conferences Held	5
Correspondence	88
Inspections Performed	11
Investigations Conducted	1
Plan Reviews	1
Public Education	0
Burning Permits Issued	5

Personnel

Curtis E. Lammy, Christopher J. Bailey, Keegan A. Robinson and Jordan A. Leach were hired on Feb. 25, 2026 as FF/EMT-B recruits.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for February 2026



City of Cumberland Department of Police

Monthly Report
February 2026



City of Cumberland Department of Police

Monthly Report

February 2026

Part 1 Crimes for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Aggravated Assaults	1	2	B & E (All)	4	9	Murder	0	0	Rape	1	1
Robbery	0	0	Theft - Felony	0	1	Theft - Vehicle	2	2			

Selected Criminal Complaints for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Theft - Misdemeanor	39	35	Theft - Petty	3	4	Domestic Assaults	14	13	CDS	27	27
Disturbances	110	86	DOP/Vandalism	14	17	Indecent Exposure	3	1	Sex Off - Other	1	0
Suicide	0	0	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	5	5
Trespassing	55	58	Assault on Police	0	3	Assault Other	19	25			

Selected Miscellenous Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alcohol Volations	0	1	Juvenile Compl.	6	10	Missing Persons	17	9	School Resource	181	139
School Threat	2	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	5	4

Selected Traffic Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
DWI	7	8	Hit & Run	20	15	M/V Crash	38	52	Traffic Stop	526	479

Selected Service Calls for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alarms	30	39	Assist Motorist	29	17	Check Well-Being	84	87	Foot Patrol	69	91
Assist Other Agency	97	49	Bike Patrol	0	0	Special Events	6	2	Suspicious Activity	75	43

Current Incident Status for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Open	2	69	Arrest	233	230	Closed	2022	2046	Suspended	31	32



City of Cumberland Department of Police

Monthly Report

February 2026

Arrests Totals for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
M/V Citations	68	75	M/V SERO	2	2	M/V Warnings	457	396	Arrest on View Adult	30	33
Arrest On Crim. Cit.	36	32	Arrest Summons	25	23	Arrest Warrant Adult	58	66	Adult Crim.	144	156
Arrest Summon (Chrg)	24	14	Arrest Warrant (Chrg)	12	11	Juvenile Crim.	16	2	Arrest on View Juv	10	1
Arrest Warrant JUV	0	1	Emer. Petition	22	19	Fingerprinting	0	3	RunAway & Miss Per.	9	6
Civil Citation	1	2									

Total Incidents Reported :

2025	2026
2,288	2,377

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2026

SWORN PERSONNEL: 49 SWORN OFFICERS

Administration	5 officers
Squad D1	9 officers
Squad N1	9 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 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: 643.5

YEAR TO DATE (beginning 07/01/25): 6,366.25

COMP TIME USED: 48

YEAR TO DATE (beginning 07/01/25): 524.5

SICK TIME USED: 99.5

YEAR TO DATE (beginning 07/01/25): 1,895

OVERTIME REPORT

OVERTIME WORKED: 53.5

YEAR TO DATE (beginning 07/01/25): 1,433

HOSPITAL SECURITY: 108

YEAR TO DATE (beginning 07/01/25): 893.5

COURT TIME WORKED: 260

YEAR TO DATE (beginning 07/01/25): 2,598

MUNICIPAL PARKING AUTHORITY (MPA)

FEBRUARY 2026

Parking Citations Issued	84
Warnings Issued	102
Vehicles Towed	3

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for February 2026

[illegible]

Watershed					
Burned brush @ dam Cleared off access road on Mechanic St flood control Repaired 1" service line - Bond St Freeze ups city wide Decatur St - replaced leaking 2" air valve Installed valve marker on the 24" main - Baltimore & Decatur Freeze up - 1300 Industrial Blvd/Put insulation on inside of 2" meter box/Box needs replaced Assisted with leak on Davidson St Pressure washed 379/382/382E/311 Freeze ups - 519 Mechanic/819 Braddock Removed downed tree at emergency access rd @ dam Ran temporary service @ 819 Braddock Rd (freeze up) Turned valves at park to finish draining pool 4" tap on 36" main - Hillcrest/Installed setter & meter box 902 Trost - freeze up investigation - can not thaw plastic service line with welder Hauled pipe to Hillcrest to install 4" main Hit 4" service - repaired/Hillcrest Installing 4" main - Hillcrest (several days) Installed 2" drain line for sump pump - Hillcrest Backfilled main line & meter vault - Hillcrest Removed snow fence & posts - Hillcrest Painted valve boxes - Hillcrest Hauled 323 back to shop & cleaned Removed temporary service from 819 Braddock Rd Installed meter box riser @ 719 Gephart Dr Installed 15" meter setter and box @ 802 Stewart Ave Installed meter spacer @ 703 Hilltop Dr Leak investigation - 422 Pine Ave Removed downed trees - Ice House Rd Pushed & graded dirt @ fill site - Moore's Hollow Rd					
GRAND TOTAL					857

Sanitary Sewer Department Monthly Report



February 2026

Calls Answered:	15
Service Lines Opened:	6
Owner's Trouble:	8
Traced Lines/ mains	91
Flushed Mains	4,874
Mains Repaired/ Replaced	2-12ft
Sewer Taps Installed	0
Cleaned Catch Basins	26
Cleanouts Installed	2
Televised Sewer Mains	23-5635ft
Televised Sewer Lines	8-805ft
Call Outs/ Overtime	12 calls 34hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	9,000	Gals.
605	6,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes, and the Regular Session Minutes of March 3, 2026 and Open Work Session Minutes of March 10, 2026



Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
2nd Floor Conference Room
Tuesday, March 3, 2026; 4:45 p.m.

On March 3, 2026, the Mayor and City Council met in public session beginning at 4:45 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss Board and Commission appointments. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

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

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

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



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, March 3, 2026; 5:00 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Deputy Chief Pearce; Chief Adams.

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

PUBLIC: Frank Clark.

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

Rich advised there are 43 days remaining in the session and that a total of 3,366 bills have been introduced by the General Assembly.

He reviewed some of those new bills:

- HB204 concerns drinking water control and regulations, originally developed by a national organization called the Maryland Legionnaire Alliance. The bill would require water suppliers to follow rules regarding disinfectant residual levels in public water systems.
- HB925 Sewage Sludge Applications Legislation establishes restrictions on land application of sewage sludge.
- SB300 Rural Readiness Program and Rural Maryland Capacity Building Fund represent a bipartisan effort to find ways to support and promote economic development in rural communities. It will establish grant opportunities for rural areas and local governments.
- HB239 Starter and Silver Homes Act aims to create affordable housing in MD. The bill would establish some limitations, such as minimum square footage for single-family homes, setback restrictions, and design requirements.

Capital and operating budgets must be approved by April 6, 2026. There is \$350K allocated for the Cumberland Strategic Demolition fund, \$50K in the Community Legacy Program, and \$12 million for infrastructure repairs related to flooding.

II. DISCUSSION ON FIRE CHIEF RECRUITMENT

Mr. Silka shared the recruitment brochure that will be made public this week. Applications will be accepted until April 3, 2026.

III. CITY ADMINISTRATOR UPDATES

- A second round of recruitment advertisements for the Historic Preservation Planner position is in place.
- Next Tuesday will be the Community Development Work Session Meeting at 4:30 pm, and the March 17 Mayor and City Council Meeting will be cancelled.
- Mr. Silka will be in Williamsburg for the ICMA Leadership Institute.

REVIEW OF THE PUBLIC MEETING AGENDA OF MARCH 3, 2026

Mr. Silka advised that after the reading of the Resolution, he will include all the steps for engagement that took place.

IV. MAYOR AND CITY COUNCIL UPDATES

- The Easter Egg hunt will be on April 3rd at Gene Mason Sports Complex. Entertainment is being sought after for the summer concerts in the park.
- Councilman Frazier asked for a consensus to contribute to a monument being erected at St. Peter and Paul Cemetery.
- Preparation for the 250th parade is underway with a lot of activities to continue throughout the day.
- Mayor Morriss will be attending the Mayor's Association, and the Hooley Plunge will take place this weekend at Rocky Gap

With no further business at hand, the meeting adjourned at 5:47 p.m.

Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: March 3, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

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

IV. Statement of the Closed Meeting

On March 3, 2026, the Mayor and City Council met in public session beginning at 4:45 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss Board and Commission appointments. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

IV. Presentations

1. Recognizing Patrolman First Class Michael Bise as the 2025 Cumberland Police Department Officer of the Year, recognizing Lt. Barry Fickes as the 2025 Top Gun winner, and recognizing PFC Jacob Garrison and PFC Johnathon Skelley as the 2025 DUI Award Recipients

Chief Pyles highlighted the achievements of Michael Bise, Barry Fickes, Jacob Garrison, and Jonathan Skelley.

V. Approval of Minutes

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

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of February 17, 2026.

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

Frank Clark inquired whether 419 Central Avenue was being declared surplus for sale. Mayor Morriss explained that declaring a property surplus does not necessarily mean it is available for sale.

VII. New Business

(A) Resolutions

1. R2026-02 - (*1 reading only*) - A Resolution to accept the Planning Commission's recommendation and adopt the 2026 Comprehensive Plan for the City of Cumberland

Mr. Silka provided background on the Comprehensive Plan and the public engagement that contributed to its development.

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Ordinances

1. Ordinance 4040 (*1st reading*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of \$16,500

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

2. Ordinance 4041 (*1st reading*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of \$300

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

3. Ordinance 4042 (*1st reading*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Siebert for the purchase price of \$300

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

4. Ordinance 4043 (*1st reading*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of \$500

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

5. Ordinance 4044 (*1st reading*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of \$400

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

6. Ordinance 4045 (*1st reading*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed \$2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

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

(B) Orders (Consent Agenda)

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

1. Order 27,961 - declaring real property known as 419 Central Avenue, 842 Gephart Drive, 846 Gephart Drive, 800 Maryland Avenue, 802 Maryland Avenue and 804 Maryland Avenue as surplus property to be offered for sale
2. Order 27,962 - authorizing the execution of an FY26 Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$50,000 in funding for the "Age in Place Home Modification Program for Seniors", authorizing the City Comptroller to accept said grant funds, and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds

3. Order 27,963 - authorizing the Comptroller to issue a one time payment to PPG Industries, Inc. of \$236,000 to settle a billing dispute associated with the treatment of contaminated groundwater between April 2019 and September 2023 at the former PPG site
4. Order 27,964 - authorizing the abatement of City Real Property taxes and interest for the properties at 102 Altamont Terrace, 960 Glenwood Drive, 842 Gephart Drive, 846 Gephart Drive, 0 Louisiana Avenue, 800 Maryland Avenue, 802 Maryland Avenue, 804 Maryland Avenue and 419 Central Avenue
5. Order 27,965 - accepting the bid from KM Printing, LLC, for the design, provision and installation of wayfinding signage for the Constitution Park Trail System in the amount not to exceed \$39,920.03, contingent upon Community Development Block Grant funding approval
6. Order 27,966 - accepting the renewal proposal from Online Solutions LLC (dba Citizenserve) to provide Citizenserve, a Community Development Software System for permitting, code enforcement, planning and zoning and request tracking, in a cost not to exceed \$25,200

Public Comments

William Taccino discussed a sewer flood he believes led to the condemnation of his home. He argues that the City should not be charging for sewer service and should take steps to abate the property. Due to this problem, he cannot sell his home because of the hazardous condition.

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:44 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



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, March 10, 2026; 4:30 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, Solicitor; Ken Tressler, Director of Administrative Services; Kevin Thacker, Code Compliance Manager; Denise Gilks, Citizen Service Representative; Craig Adams, Code Enforcement Officer, and Nathan Price; Senior Project Manager, Allegany County Economic Development Department.

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

I. PRESENTATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT

Kevin Thacker began the discussion and distributed a handout highlighting community development and revitalization efforts from 2021 to present, reviewing a few key points.

Code Enforcement Enhancements

- **New Legislation:** The ordinance, passed to expedite abatement procedures, covers approximately **75%** of common violations.
- **Response Times:** Property owners now have between **15 and 20 days** to respond to a citation, significantly faster than previous court-based timelines that could take up to a year.
- **Supportive Measures:** The city is exploring non-financial penalties to assist low-income homeowners who cannot afford repairs, potentially applying past fines toward home improvements.

Rental Housing Program Trends

- **Inspection Failures:** In 2025, there were **75 failed inspections**, nearly half of the total failures (155) recorded over the past five years.
- **Condition Issues:** Recent failures included issues such as missing toilets, detached railings, and doors falling off during inspections.
- **Accountability:** Most issues are associated with specific property managers; strict code enforcement is being applied prior to new occupancy.

Property Revitalization & Demolition

- **Strategic Shift:** Five years ago, the city shifted from "nuisance abatement" to a "revitalization" strategy.
- **Demolitions:** Since 2021, **77 blighted or unlivable properties** have been demolished at an average cost of **\$15,000–\$20,000** per unit.
- **Acquisitions:** The city currently holds **29 properties** for future sale or development.
- **Sales Success:** Since 2021, **122 properties** have been sold, generating **\$640,000** for reinvestment.

Rehabilitation & Grant Programs

- **Incentivizing Private Investment:** Small city investments have leveraged over **\$3 million** in private sector capital.
- **ARPA & City Grants:** Using ARPA funds and city budgeting, **32 total rehabs** have been completed or are in progress.
- **Affordable Housing:** Rehabilitated homes are selling for an average of **\$157,000**, providing affordable housing.

County & Community Partnerships

- **Village Crossing (Old Allegany High Site):** Construction on the first **10–11 units** is expected to begin in **June 2026**, with a goal of **65 total units** by 2027.
- **New City Park:** A new **3-acre park** featuring pickleball and cornhole is being designed in partnership with the county at the Village Crossing site.
- **Central Avenue:** A joint city-county-state partnership (\$600,000 total) has nearly cleared the remaining blighted structures on Central Avenue, with plans to create more green space.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:30 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____

File Attachments for Item:

1. A second public hearing for the Community Development Block Grant (CDBG) 2026 Annual Action Plan

Council Agenda Summary

Meeting Date: Tuesday, April 7, 2026

Key Staff Contact: Lee Borrer, Community Development Block Grant Program Manager

Item Title:

Public Hearing (2nd) for the 2026 CDBG Annual Action Plan

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

Lee Borrer will provide a short power point presentation on the 2026 Annual Action Plan and project recommendations. The 2026 Annual Action Plan is the 2nd year under the 2025-2029 CDBG Consolidated Five Year Plan.

Amount of Award: 2026 AAP-Estimated \$750,000 with contingencies until the U. S. Department of Housing and Urban Development announces 2026 formula grantee awards

Budget number:

Grant, bond, etc. reference: Community Development Block Grant

CITY OF CUMBERLAND
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2026 ANNUAL ACTION PLAN

PUBLIC HEARING NOTICE

This is to notify the public that the **City of Cumberland** Department of Community Development has revised the citizen participation timeline regarding the Community Development Block Grant Program's Annual Action Plan for the 2026-27 fiscal year; which begins July 1, 2026. The City estimates a grant amount of \$750,000 in CDBG funds from the U.S. Department of Housing and Urban Development.

The second public hearing will be held on Tuesday, April 7, 2026 at 6:15 p.m. during the Mayor and City Council meeting at City Hall to provide a presentation of the draft 2026 Annual Action Plan project recommendations. The meeting room is accessible. If you require additional accommodations please contact the Department of Community Development, Lower Level, City Hall at least 3 days prior to the meeting to make necessary arrangements.

The 2026 CDBG Annual Action Plan public comment period begins on April 7, 2026 and extends through May 6, 2026. The document will be available on April 7, 2026 on the City's official website or by contacting Ms. Lee Borrór.

Please submit your written comments by May 6, 2026, 4 p.m., to Ms. Lee Borrór in the lower level of City Hall, City of Cumberland, Department of Community Development, 57 N. Liberty Street, Cumberland, Maryland 21502 or email comments to lee.borrór@cumberlandmd.gov.

Final adoption of the 2026 CDBG Annual Action Plan will take place at the regular Mayor & Council meeting on Tuesday, May 19, 2026.

See Cumberland's official website to access additional information, meeting dates, changes to this timeline, and the draft plan;
<https://www.ci.cumberland.md.us/>

****REVISED****

2026 Cumberland Community Development Block Grant Annual Plan Application Process

Monday, December 22, 2025	Begin Notice for Proposed Projects
Tuesday January 6, 2026	Focus Group Meeting: Special Populations, Homelessness, Housing; 10:30 a.m.
Wednesday, January 7, 2026	Focus Group Meeting-Economic Development, Non-Hous CD 10:00 a.m.
Tuesday, January 13, 2026	Non-Profit Technical Assistance Meetings- offered at 10 a.m. & 2 p.m.
Tuesday, February 3, 2026	1 st Public Hearing – 6:15 p.m. Opportunity to express needs CDBG and How to Apply
<u>Friday, February 13, 2026</u>	Deadline for Project Requests
February 17 - March 3, 2026	Internal review of projects
Tuesday, April 7, 2026	2 nd Public Hearing at 6:15-Begin 30-day comment on Draft 2026 Annual Action Plan with Funding Recommendations
Thursday, May 6, 2026	End Comment Period on the 2026 Annual Action Plan
Tuesday, May 19, 2026	Adoption of Final Plan by Mayor and City Council: 2026 Annual Action Plan
September 2026	Final Approval by HUD
September	Distribution of Formal Funding Award Letters

October 2026

Availability of Funds

***See special announcements on official City of Cumberland social media and website for any changes to the timeline or meetings**



File Attachments for Item:

1. Ordinance 4040 (*2nd & 3rd readings*) - authorizing the transfer of 229 Columbia Street to Mark Thrasher for the purchase price of \$16,500

ORDINANCE NO. 4040

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MARK THRASHER, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 229 COLUMBIA STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 229 Columbia Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,941, passed by the Mayor and City Council on January 20, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Mark Thrasher (the "Purchaser") for the sum of Sixteen Thousand Five Hundred Dollars and No Cents (\$16,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Sixteen Thousand Five Hundred Dollars and No Cents (\$16,500.00) subject to the following terms and conditions:

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

2. Ordinance 4041 (*2nd & 3rd readings*) - authorizing the transfer of 404 Furnace Street to Walcott Investments LLC for the purchase price of \$300

ORDINANCE NO. 4041

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF WALCOTT INVESTMENTS, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 404 FURNACE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 404 Furnace Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,490, passed by the Mayor and City Council on June 18, 2024;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Walcott Investments, LLC (the "Purchaser") for the sum of Three Hundred Dollars and No Cents (\$300.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Three Hundred Dollars and No Cents (\$300.00) subject to the following terms and conditions:

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

substantially the same form as the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

3. Ordinance 4042 (*2nd & 3rd readings*) - authorizing the transfer of 413 Broadway and 417 Broadway Street to Tamara Lynn Siebert for the purchase price of \$300

ORDINANCE NO. 4042

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF TAMARA LYNN SIEBERT FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 413 BROADWAY STREET AND 417 BROADWAY STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 413 Broadway Street and 417 Broadway Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 27,941, passed by the Mayor and City Council on January 20, 2026 and Order No. 26,899, passed by the Mayor and City Council on November 2, 2021;

WHEREAS, the Properties were included in the Surplus Round 11 solicitation for bids for the purchase of the Properties;

WHEREAS, the City has received a bid for the purchase of the Properties from Tamara Siebert (the "Purchaser") for the sum of Three Hundred Dollars and No Cents (\$300.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Properties for the sum of Three Hundred Dollars and No Cents (\$300.00) subject to the following terms and conditions:

- A. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the

rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

4. Ordinance 4043 (*2nd & 3rd readings*) - authorizing the transfer of 445 Waverly Terrace to Leo Rhodes III and Felicia Rhodes for the purchase price of \$500

ORDINANCE NO. 4043

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF LEO RHODES III AND FELICIA RHODES FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 445 WAVERLY TERRACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 445 Waverly, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Leo Rhodes III and Felicia Rhodes (the "Purchaser") for the sum of Five Hundred Dollars and No Cents (\$500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

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

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

5. Ordinance 4044 (*2nd & 3rd readings*) - authorizing the transfer of 414 Goethe Street to Rolando Alas for the purchase price of \$400

ORDINANCE NO. 4044

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF ROLANDO ALAS FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 414 GOETHE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

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

WHEREAS, the Property was declared surplus under the terms of Order No. 27,468, passed by the Mayor and City Council on May 21, 2024;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Rolando Alas (the "Purchaser") for the sum of Four Hundred Dollars and No Cents (\$400.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Four Hundred Dollars and No Cents (\$400.00) subject to the following terms and conditions:

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

substantially the same form as the Exhibit A attached hereto;

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

6. Ordinance 4045 (*2nd & 3rd readings*) - authorizing the Mayor and City Council of Cumberland to issue and sell one or more series of general obligation bonds and general obligation bond anticipation notes, each in an aggregate principal amount not to exceed \$2,447,352 for the public purpose of financing, reimbursing or refinancing costs of a project generally referred to as Evitts Creek CO P-4

ORDINANCE NO. 4045

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL
OF CUMBERLAND (THE “CITY”) TO ISSUE AND SELL FROM TIME TO TIME,
UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL
OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION
NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$2,447,352, AND (2) GENERAL OBLIGATION REFUNDING BONDS,
PROVIDED THAT THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ANY
SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY
PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS
REFUNDED THEREFROM, FOR THE PUBLIC PURPOSE OF FINANCING,
REIMBURSING OR REFINANCING COSTS OF A PROJECT THAT THE CITY
GENERALLY REFERS TO AS “EVITTS CREEK CSO P-4,” TOGETHER WITH
RELATED COSTS AS PROVIDED HEREIN; DETERMINING THAT ANY SUCH
SERIES OF BONDS BE SOLD TO THE MARYLAND WATER INFRASTRUCTURE
FINANCING ADMINISTRATION (THE “ADMINISTRATION”) BY PRIVATE SALE,
WITHOUT PUBLIC BIDDING; AUTHORIZING THE APPROVAL BY RESOLUTION
OF ONE OR MORE LOAN AGREEMENTS WITH THE ADMINISTRATION AND,
WITH RESPECT TO ANY SUCH LOAN AGREEMENT, ACKNOWLEDGING THE
ADMINISTRATION’S RIGHTS THEREUNDER; MAKING A PLEDGE OF CERTAIN
REVENUES RECEIVABLE FROM THE STATE OF MARYLAND, AND
ACKNOWLEDGING CERTAIN PAYMENT RESPONSIBILITIES OF THE CITY;

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PROVIDING THAT THE MAYOR AND CITY COUNCIL OF THE CITY (THE “MAYOR AND CITY COUNCIL”) BY RESOLUTION SHALL DETERMINE OR PROVIDE FOR CERTAIN DETAILS OF ANY SUCH SERIES OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS (EACH, A “SERIES OF OBLIGATIONS” OR “OBLIGATIONS”), INCLUDING WITH RESPECT TO ANY DEBT SERVICE RESERVE ACCOUNT REQUIRED BY THE ADMINISTRATION WITH RESPECT TO ANY REFUNDING BONDS SOLD TO THE ADMINISTRATION; PROVIDING THAT ANY SUCH SERIES OF GENERAL OBLIGATION BOND ANTICIPATION NOTES OR REFUNDING BONDS WILL BE SOLD BY PRIVATE SALE UNLESS THE MAYOR AND CITY COUNCIL BY RESOLUTION DETERMINES OTHERWISE; PLEDGING THE CITY’S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO PAYMENT OF ANY SUCH ISSUED OBLIGATIONS AND PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY SUBJECT TO ASSESSMENT FOR UNLIMITED MUNICIPAL TAXATION TO PAY ANY SUCH ISSUED OBLIGATIONS; IDENTIFYING OR PROVIDING FOR THE DETERMINATION OF THE SOURCES FROM WHICH DEBT SERVICE ON ANY SUCH SERIES OF ISSUED OBLIGATIONS WILL BE PAYABLE IN THE FIRST INSTANCE; AUTHORIZING THE MAYOR AND CITY COUNCIL BY RESOLUTION TO PROVIDE FOR POST-CLOSING MODIFICATIONS AFFECTING ANY SERIES OF BONDS OR REFUNDING BONDS ISSUED TO THE ADMINISTRATION; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OF ANY OF THE OBLIGATIONS;

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PROVIDING THAT ANY OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY; AUTHORIZING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH ANY ISSUED OBLIGATIONS, INCLUDING AS MAY BE DELEGATED BY THE MAYOR AND CITY COUNCIL BY RESOLUTION; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE SALE, ISSUANCE, DELIVERY AND PAYMENT OF AND FOR ANY SUCH SERIES OF OBLIGATIONS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified below (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City of Cumberland (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. The City is undertaking a project generally referred to by it as “Evitts Creek CSO P-4” (or by similar names) (the “Project”) that is the fourth phase of a multi-phase project to reduce the frequency and volume of combined sewer overflows (CSOs) and improve the City’s sewer infrastructure. The Project involves the repair, rehabilitation or replacement of aging sewer lines to address inflow and infiltration issues. In connection with the Project, the City has undertaken or paid for or will undertake or pay for, as applicable, related study, architectural, engineering, planning, design, document development, bidding, demolition, razing, removal, acquisition,

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construction, improvement, installation, modification, renovation, reconstruction, repair, rehabilitation, replacement, improvement, equipping, inspection, and construction management activities, including with respect to related improvements and appurtenances; to the extent applicable, the acquisition of necessary property rights and equipment; related site and utility improvements; site restoration; contingencies; related financial, legal and administrative expenses; and costs of issuance of any borrowing therefor (collectively, “Costs of the Project” or “Costs”).

3. The City has determined to borrow money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of one or more components of the Costs of the Project by issuing one or more series of its general obligation bonds.

4. Title VI of the Federal Water Pollution Control Act (commonly known as the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes the United States Environmental Protection Agency (the “EPA”) to award grants to qualifying states to establish and capitalize state water pollution control revolving funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance to finance or refinance, among other things, the construction of publicly-owned wastewater treatment facilities, and the implementation of estuary conservation management plans and nonpoint source management programs.

5. As contemplated by Title VI, the General Assembly of Maryland at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act (previously known as the Maryland Water Quality Financing Administration Act), codified at Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (the “MWIFA Act”), establishing the Maryland Water Infrastructure Financing Administration (previously known as the Maryland Water Quality Financing Administration, and referred to herein as the

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“Administration,” including with respect to any successor thereto) and establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “SRF Fund”) to be maintained and administered by the Administration.

6. The MWIFA Act authorizes the Administration, among other things, to make a loan from the SRF Fund to a “local government” (as defined in the MWIFA Act) for the purpose of financing or refinancing all or a portion of the cost of a “wastewater facility” project (as defined in the MWIFA Act).

7. The City is a “local government” within the meaning of the MWIFA Act, the Project is a “wastewater facility” project within the meaning of the MWIFA Act, and the City has applied to the Administration for a loan or loans from the SRF Fund for purposes of the Project.

8. The MWIFA Act authorizes a local government to issue one or more bonds, notes or other evidences of obligation (each, a “loan obligation” as defined in the MWIFA Act) to evidence its indebtedness under a loan agreement with respect to a loan from the Administration, to sell any such bond, note or other evidence of obligation to the Administration at private sale, without public bidding, and to establish a dedicated source of revenues for repayment of such loan.

9. Pursuant to the authority of the MWIFA Act, the Enabling Act, Sections 81 and 82A of the Charter and any other applicable law, the City has determined to borrow money from the Administration for the public purpose of financing, reimbursing or refinancing Costs of the Project or such components of Costs of the Project as the Administration shall approve.

10. In connection with the issuance and sale of any series of the general obligation bonds contemplated hereby, and pursuant to the MWIFA Act, the City will enter into one or more loan agreements with the Administration.

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11. The Administration and the Maryland Board of Public Works have approved MWIFA making two loans to the City for purposes of financing, reimbursing or refinancing Costs of the Project, each such loan to be in a maximum principal amount not to exceed \$1,223,676 (for an aggregate loan principal amount not to exceed \$2,447,352), with one loan being a “base loan” and the other loan being a “principal forgiveness loan” within the meanings of the Administration’s loan programs.

12. As of the date of introduction of this Ordinance, the City and the Administration anticipate that: (i) the base loan will be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation installment bond, the interest on which will be excludable from gross income for federal income tax purposes, and (ii) the principal forgiveness loan will be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation bond the payment of which is subject to forgiveness as described herein and the interest on which (if any) is includable in gross income for federal income tax purposes; provided that, the final structure of any such financing (including, without limitation, the final original principal amount of any such series of bonds) and the tax status of interest payable on any such series of bonds issued by the City to the Administration shall be determined by the Mayor and City Council of the City (the “Mayor and City Council”) by resolution as provided for in applicable State law, the Charter and this Ordinance.

13. Prior to issuing any such series of bonds to the Administration, the City may need to obtain interim financing in order to finance or reimburse Costs of the Project on a timely basis through the issuance of one or more series of its general obligation bond anticipation notes pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (the “Bond Anticipation Note Act”), and any other applicable law.

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14. Subsequent to the issuance to the Administration of any series of bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such series of bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland (the “Refunding Act”) and any other applicable law.

15. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on any issued series of bonds, bond anticipation notes or refunding bonds contemplated hereby.

16. The City expects to pay the principal of, and interest on, as applicable, any issued bonds, bond anticipation notes or refunding bonds in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including fees and charges for use of or connection to such system, all to the extent lawfully available for such purpose or, with respect to the Administration, any other dedicated source of revenues agreed to by the City and the Administration and provided for by the Mayor and City Council by resolution.

17. In connection with the issuance of any series of refunding bonds authorized hereby that are issued to the Administration, the Administration may require the City to establish, fund and maintain for a period of time acceptable to the Administration from non-debt sources a debt service reserve account in a manner that satisfies the Administration’s debt service coverage requirements.

18. The City, as authorized by the MWIFA Act, may pledge any moneys that the City is entitled to receive from the State of Maryland, including the City’s share of the State income tax, to secure its obligations under any loan agreement with the Administration provided for herein.

19. Pursuant to the authority of the Charter, the City shall issue any series of general obligation bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with

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the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that:

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in this Ordinance and not otherwise defined in the Sections of this Ordinance shall have the meanings given to such terms in the Recitals.

(b) Subject to the provisions of subsection (j) of this Section 1, references in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead in the event of a vacancy in such position or during the absence, disability or unavailability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority (including this Ordinance) with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the “principal amount” of any of the Bonds, the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

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(d) References in this Ordinance to the “Project,” “Costs of the Project” and “Costs” are intended to include any modifications or amendments to components of the Project as provided for in City budgetary materials or made by other appropriate actions and that are acceptable to the Administration to the extent such modifications or amendments impact Obligations issued to the Administration.

(e) References in this Ordinance to any statutory or legislative authority shall be deemed to refer to such statutory or legislative authority as replaced, supplemented or amended, to the extent applicable.

(f) References in this Ordinance to “officials” of the City shall be construed to also refer to employees of the City where applicable.

(g) To the extent that applicable laws, orders, regulations or other authority allow for signatures of City officials to be made by digital, facsimile, electronic or other means, the provisions of such applicable laws, orders, regulations or other authority allowing signatures to be made in a manner other than manually shall apply to any signatures of City officials provided for in or contemplated by this Ordinance, including on this Ordinance. In addition, this Ordinance may be executed in counterparts.

(h) As of the date of introduction of this Ordinance, the Administration generally refers to the Project as “Evitts Creek CSO Upgrades Phase IV Interceptor Sewer to ECPS.” That is the name under which the loans to the City for Costs of the Project were approved by the Maryland Board of Public Works. The City and the Administration may use different names to identify the same Project.

(i) References in this Ordinance to interest on any series of the Obligations being excludable from or includable in gross income for federal income tax purposes shall be construed

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as referring to the provisions of Section 103 of the Internal Revenue Code of 1986, as amended, and related U.S. Treasury Regulations.

(j) It is the intention of the Mayor and City Council that if the position of the City Clerk is vacant or the incumbent City Clerk is absent, disabled or unavailable at any time the corporate seal of the City is to be impressed on or affixed to any of the Obligations or any related documents, agreements, instruments or certificates, that such impression or affixing of the City seal shall be attested to by the following City officials in the following order of priority: (A) first, by any Assistant City Clerk, (B) second, if no Assistant City Clerk has been appointed or employed or in the absence, disability or unavailability of any incumbent Assistant City Clerk, by the City Administrator, (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the incumbent City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter, and (D) fourth, if no acting or interim City Administrator has been designated or appointed in accordance with the Charter or such incumbent official is absent, disabled or unavailable, by the Director of Administrative Services; provided that, no such official may both execute any Obligation or related document, agreement, instrument or certificate on behalf of the City and attest to the impression or affixing of the City seal thereon; however, any such official may both execute and attest to the impression or affixing of the City seal on any standard closing certificates.

SECTION 2. Pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to borrow money and incur indebtedness for the public purpose of financing, reimbursing or refinancing any one or more components of Costs of the Project in whole or in part, all to the extent permitted by the Administration. The total Costs of the Project not otherwise payable from other sources is not

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expected to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars (\$2,447,352). In the event the City issues any BANs (as defined in Section 11 hereof) for purposes of financing or reimbursing on an interim basis Costs of the Project, proceeds of any Bonds (as defined in Section 3 hereof) may be applied to prepay, reimburse or pay principal of, premium, if any, and/or interest on such BANS, and any such expenditure shall be considered an expenditure for Costs of the Project.

SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, hereby determines to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars (\$2,447,352) (individually, a “series” of the Bonds and, collectively, the “Bonds”). Each such series may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form. Any such series of the Bonds may be issued in fiscal year 2026 of the City or any future fiscal year. The proceeds of each series of any issued Bonds are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) As of the date of introduction of this Ordinance, based on communications between the City and the Administration, the approval of the Maryland Board of Public Works, and preliminary approvals given by the Administration to date, it is anticipated that the City will issue to the Administration one series of the Bonds consisting of a single general obligation installment bond the interest on which is excludable from gross income for federal income tax purposes in the maximum original principal amount not to exceed \$1,223,676 and a separate series of the Bonds consisting of a single general obligation bond the principal of which is subject to forgiveness and the

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interest on which (if any) is includable in gross income for federal income tax purposes in the maximum original principal amount not to exceed \$1,223,676. Notwithstanding such current expectation, and with the Administration's consent and any necessary additional approvals of the Maryland Board of Public Works, the Mayor and City Council may determine by resolution (i) to issue to the Administration more than two separate series of the Bonds in a maximum original aggregate principal not to exceed \$2,447,352 in order to finance, reimburse or refinance Costs of the Project, and (ii) the tax status of interest payable on each such series of the Bonds.

SECTION 4. Pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to sell each series of the Bonds to the Administration by private sale, without public bidding, in a direct purchase transaction due, in part, to the ability to issue any series of the Bonds as draw-down obligations, the ability to negotiate certain terms with the Administration, the beneficial formulas by which the Administration establishes interest rates on bonds purchased by the Administration, the lower costs of issuance typically incurred with a private sale to the Administration as compared to a public sale at competitive bid or a negotiated underwriting and, to the extent agreed to by the Administration, and the ability to structure one or more series of the Bonds as obligations that are subject to principal forgiveness.

SECTION 5. The proceeds of each series of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless, with the approval of the Administration, a supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the MWIFA Act, subject to the provisions of Section 10 of this Ordinance.

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SECTION 6. (a) As required by the MWIFA Act, the City is hereby authorized to enter into one or more loan agreements with the Administration (each, a “Loan Agreement” and collectively, the “Loan Agreements”) in connection with any series of the Bonds. The final or substantially final form of each Loan Agreement shall be approved by the Mayor and City Council by resolution and the completion, execution and delivery of each Loan Agreement shall be authorized by the Mayor and City Council by resolution.

(b) The City hereby acknowledges that the provisions of each Loan Agreement may allow for, among other remedies, all payments on any series of the Bonds subject to such Loan Agreement to be declared immediately due and payable upon the occurrence of any event of default provided for in such Loan Agreement.

SECTION 7. As authorized by Section 9-1606(d) of the MWIFA Act, and contingent upon the issuance of any Bonds or Refunding Bonds to the Administration, the City hereby pledges any moneys that the City is entitled to receive from the State of Maryland, including the City’s share of the State income tax, to secure its obligations under any Loan Agreement. Any such pledge may be evidenced and detailed in any applicable Loan Agreement.

SECTION 8. Pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter, and any other applicable law, the Mayor and City Council, prior to the issuance, sale and delivery to the Administration of any series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, the types of matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, the MWIFA Act, the Charter, other applicable law or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance,

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delivery, payment or prepayment of or for such series of the Bonds. A resolution shall or may set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other things, as applicable, the original aggregate principal amount of such series of the Bonds; the designation of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments, or the method of determining the principal installment or installments, payable on such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates of interest, which may be fixed or variable (and which may include a rate of zero percent (0.0%)), payable on such series of the Bonds; provisions relating to the payment of any late fees or penalties with respect to such series of the Bonds; the components of the Costs of the Project on which proceeds of such series will be expended, if limited in any way; provisions for the further appropriation and disposal of such proceeds; provisions relating to the prepayment of such series of the Bonds, if applicable; provisions for the application of unexpended proceeds of such series of the Bonds; provisions relating to the sale to the Administration of such series of the Bonds by private sale, without public bidding; provisions relating to the principal forgiveness of such series of the Bonds, if applicable; the identification of any dedicated sources of revenue required by the Administration pursuant to the MWIFA Act; certifications, representations, determinations, designations or elections relating to the tax-exempt status of interest payable on such series of the Bonds, if applicable; and all other terms and conditions upon which such series of the Bonds will be issued, sold and delivered. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions contemplated by this Section 8 with respect to a series of the Bonds. Any resolution may specify, prescribe, determine or provide for the

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determination of, or approve or provide for the approval of, the details required or authorized by this Section 8 for more than one series of the Bonds.

SECTION 9. The City is hereby authorized and directed to pay any fees or costs provided for in any Loan Agreement that are not payable from proceeds of the Bonds, including, without limitation, any administrative fees and any ongoing fees or costs. The obligation of the City to pay such amounts shall be absolute and unconditional as further provided in any Loan Agreement.

SECTION 10. Notwithstanding anything to the contrary contained in this Ordinance, the City shall use and apply proceeds of each issued series of the Bonds only as permitted by the related Loan Agreement, the Clean Water Act (as defined in such Loan Agreement) and the MWIFA Act (which may be referred to in each Loan Agreement as the “Act”).

SECTION 11. (a) Pursuant to the authority of the Bond Anticipation Note Act, the Enabling Act, Sections 81 and 82A of the Charter and any other applicable law, the City may issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an original aggregate principal amount not to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars (\$2,447,352) (each, a “series” of the BANs and, collectively, the “BANs”) prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse Costs of the Project on an interim basis, including paying costs of issuance and capitalized interest on such series of the BANs within the limitations of the Bond Anticipation Note Act; provided that the original aggregate principal amount of all series of the BANs issued to finance or reimburse Costs of the Project shall not exceed \$2,447,352. Any such series of the BANs may consist of one or more notes and any note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation

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Note Act, any other applicable law and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to any series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Act, each series of the BANs shall be sold by private sale (including, without limitation, through a direct purchase transaction). Any such sale by private sale is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private (negotiated) sale, and, with respect to a private sale that involves a direct purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to a series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 11 for more than one series of the BANs. Any such series of the BANs may be issued in fiscal year 2026 of the City or any future fiscal year. The proceeds of each series of any issued BANs are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) The City hereby covenants (i) to pay from the proceeds of the corresponding series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any issued series of the BANs is not paid from proceeds of such series of the BANs, to pay the interest on

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such series of the BANs, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any issued series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for such purpose.

(c) As authorized by the Bond Anticipation Note Act, by resolution the Mayor and City Council may provide for the renewal of any issued series of the BANs at maturity with or without resale, as well as any amendments of, modifications to or replacements of such series of the BANs and any related documentation.

SECTION 12. (a) Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of general obligation bonds (each, a “series” of the Refunding Bonds and, collectively, the “Refunding Bonds”) for the purpose of currently refunding or advance refunding any of the Bonds issued pursuant to the authority of this Ordinance then outstanding, including prepaying or paying all or any portion of outstanding principal, prepayment premium and/or interest accrued or to accrue to the date of prepayment, purchase or maturity of the Bonds to be refunded, and paying costs and expenses in connection with the issuance, sale and delivery of such series of the Refunding Bonds, and, to the extent determined by the Mayor and City Council by resolution, interest on such series of the Refunding Bonds, for the public purpose of (A) realizing a savings in the total cost of debt service on a direct comparison or present value basis or (B) debt restructuring that is permitted by applicable law; provided that, the original aggregate principal amount of any such series of the Refunding Bonds may not exceed one hundred thirty percent (130%) of the aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and

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any bond may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to each series of the Bonds, to the extent applicable with respect to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including the purposes of the Refunding Act to be served by undertaking such refunding. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the Refunding Bonds, pursuant to the authority of the Refunding Act, each series of the Refunding Bonds shall be sold at a private sale, without soliciting bids (including, without limitation, through a direct purchase transaction). Any such sale on a private basis is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial interest rate or rates and other beneficial terms (including restructuring terms, if applicable) by undertaking a private sale and, with respect to a private sale that involves a direct purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to a series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 12 for more than one series of the Refunding Bonds. Any such series of the Refunding Bonds may be issued in any fiscal year of the

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City. The proceeds of each series of any issued Refunding Bonds are hereby appropriated for the purposes outlined or provided for in this Ordinance.

(b) In the event any series of the Refunding Bonds is sold to the Administration and the Administration requires the City establish a debt service reserve account to be funded from sources other than proceeds of such series of issued Refunding Bonds in order to provide security for such series of the Refunding Bonds as a condition to the issuance of such series of the Refunding Bonds, provisions relating to the establishment, funding and maintenance of such debt service reserve account (including, without limitation, increases or decreases in the amount to be retained in such account and replenishment of such account) and the investment and application of moneys held in such debt service reserve account shall be determined, approved or provided for by resolution (unless pursuant to then-applicable law an ordinance is required), and any such debt service reserve account may be identified in the applicable Loan Agreement as a dedicated source of revenues contemplated by the MWIFA Act.

(c) To the extent any series of the Refunding Bonds is sold to the Administration, the Mayor and City Council by resolution may specify, prescribe, determine or provide for the determination of, approve or provide for the approval of any determinations contemplated by this Ordinance that may be made with respect to any series of the Bonds, including, without limitation, entry into a new loan agreement with the Administration (in which case the provisions of this Ordinance pertaining to any Loan Agreement entered into in connection with a series of the Bonds shall apply to any new loan agreement entered into with the Administration in connection with any series of the Refunding Bonds) or any modification to an existing Loan Agreement, as applicable, provisions for the potential forgiveness of any such series of the Refunding Bonds, a pledge of the City's right to receive revenues from the State in the nature referred to in Section 7 above, the

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obligation of the City to pay any administrative fees or ongoing fees and expenses in the nature of those referred to in Section 9 above, and the identification of any source of dedicated revenues.

SECTION 13. The Mayor and City Council is hereby authorized, by resolution, to make any further determinations or approvals or provide for any matters or actions deemed necessary or desirable in connection with the issuance of any series of the BANs or the Refunding Bonds, including, without limitation, (i) any determination authorized by the Bond Anticipation Note Act or the Refunding Act, as applicable, (ii) to commit or provide for the commitment of the City to pay to the purchaser or purchasers of any series of the BANs or the Refunding Bonds (A) any commitment fee or similar fee and any legal costs in connection with such purchaser's or purchasers' agreement to purchase such series of the BANs or the Refunding Bonds and/or (B) any breakage compensation or other amount that may be determined to be due to such purchaser or purchasers in the event the City fails to deliver such series of the BANs or the Refunding Bonds and, in connection therewith, to approve or provide for the approval of, and the execution and delivery of, any agreement relating to such payment or payments (which such agreement may, but shall not be required to be, contained within any purchase or similar agreement for such series of the BANs or the Refunding Bonds), and (iii) to approve or provide for any offering documents, credit enhancement, liquidity enhancement, ratings, or continuing disclosure undertakings relating to such series of the BANs or the Refunding Bonds.

SECTION 14. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on each series of the Bonds, the BANs and the Refunding Bonds issued by the City (each, a series of the "Obligations," individually, an "Obligation" and, collectively, the "Obligations") as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order

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to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 14, the City hereby covenants with the registered owners of each series of the issued Obligations to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations due in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) Notwithstanding the provisions of subsection (a) of this Section 14, the principal of and interest on each series of the Obligations will be payable in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including fees or charges for the use of or connection to the wastewater system, to the extent lawfully available for such purpose. To the extent of any funds received or receivable as described in this subsection (b) in any fiscal year, the taxes required to be imposed in accordance with subsection (a) of this Section 14 may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on any series of the Obligations from the proceeds of the sale of any other obligations of the City (including, without limitation, (i) with respect to any series of the BANs, from the proceeds of any series of the Bonds, and (ii) with respect to any series of the Bonds, from the proceeds of any series of the Refunding Bonds) or from any other funds legally available for that

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purpose. Within any applicable limitations of Maryland or federal law (including, without limitation, to the extent applicable, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on any series of the Obligations any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project or projects which such series of the Obligations are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

(d) Any source of revenues referred to in this Section 14, and any additional source of revenues agreed to by the City and the Administration and provided for by the Mayor and City Council by resolution, if applicable, may be identified as a dedicated source of revenue contemplated by the MWIFA Act in any Loan Agreement entered into by the City with the Administration in connection with a series of the Bonds or the Refunding Bonds issued to the Administration. Any applicable Loan Agreement exhibits may describe such dedicated revenues by references that are similar but not identical to any references contained in this Ordinance or in any resolution relating to such series of the Obligations. Any such source of dedicated revenues may be identified as being subject to annual appropriation.

SECTION 15. In addition to the refunding authority provided for in Section 12 of this Ordinance, subsequent to the sale, issuance and delivery of any series of the Bonds or the Refunding Bonds to the Administration, the Mayor and City Council by resolution may specify, prescribe, determine or provide for the determination of, or approve or provide for the approval of, any amendments or modifications to such series of the Bonds or the Refunding Bonds and/or

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the related Loan Agreement or Loan Agreements and any other documents, agreements or instruments executed and delivered in connection with the sale, issuance and delivery of such series of the Bonds or the Refunding Bonds, and/or provide for the execution and delivery of additional or replacement documents, agreements, certificates or instruments relating to such amendments or modifications (including, without limitation, any bond or bonds to be issued and exchanged for one or more of such series of the Bonds or the Refunding Bonds originally issued and delivered and any new or restated Loan Agreement), whether or not such amendments or modifications constitute a refunding or reissuance for purposes of federal and/or Maryland law.

SECTION 16. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the City's behalf) in the event any right of the registered owner of an Obligation to put or cause the redemption or prepayment of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification to an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

SECTION 17. The Mayor and City Council by resolution may determine that any series of the Obligations authorized hereby may be consolidated with any bond anticipation notes, bonds and/or refunding bonds authorized by the Mayor and City Council, as applicable, and issued as a single series of obligations.

SECTION 18. With respect to any Obligations and any Loan Agreement, by resolution the Mayor and City Council shall delegate to one or more specified officials the authority to finally approve (to the extent the final form thereof is not approved by resolution), execute and deliver the same, and by resolution the Mayor and City Council may delegate to one or more specified officials

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the authority to negotiate, approve, execute and deliver, as applicable, any other documents, certificates or instruments relating to any of the Obligations or any Loan Agreement. The following City officials: the Mayor, the City Administrator, the Treasurer, the Comptroller, the City Clerk and all other appropriate officials of the City, are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of any of the Bonds, the BANs and the Refunding Bonds authorized hereby, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, to the extent authority with respect to the same has not been delegated by the Mayor and City Council to any specified official(s) in accordance with the preceding sentence, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance supplementing or amending this Ordinance, any resolution adopted in furtherance of this Ordinance (as the same may be further supplemented or amended), and any such documents, certificates or instruments executed and delivered in connection with a series of the Obligations, to the extent such action is within the scope of such official's authority and such action has not been specifically delegated to one or more officials by ordinance or resolution of the Mayor and City Council.

SECTION 19. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 20. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions authorized or contemplated by this Ordinance.

SECTION 21. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

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MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Allison K. Layton, City Clerk

Introduced: _____, 2026

Passed: _____, 2026

Votes for passage: _____

Votes against passage: _____

Effective: _____, 2026

#243541;10002.082

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File Attachments for Item:

. R2026-03 (*1 reading only*) - a resolution supporting HB1142/SB, establishing the task force to modernize county and municipal revenue sources

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2026-03**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND MARYLAND IN
SUPPORT OF HB 1142 / SB, ESTABLISHING THE TASK FORCE TO MODERNIZE COUNTY
AND MUNICIPAL REVENUE SOURCES.**

- WHEREAS,** the Mayor and City Council of Cumberland provides essential frontline services to its residents, including public safety, infrastructure maintenance, and community planning, all of which rely on stable and diversified revenue streams; and
- WHEREAS,** municipal governments are facing unprecedented inflationary pressures on construction materials, fuel, and labor, alongside increasing state-mandated costs, making the need for modern and flexible revenue sources more urgent than ever; and
- WHEREAS,** Maryland’s municipalities are a primary drivers of economic activity and tourism in the State, yet the current tax structure fails to reinvest a fair share of the wealth generated within municipal borders back into the local infrastructure that supports that very growth; and
- WHEREAS,** Maryland is one of only six states that fails to share tax revenue from the sale of goods or services with local governments or allow those governments to collect it themselves, creating an over-reliance on property taxes; and
- WHEREAS,** the current local revenue structure in Maryland has not been comprehensively updated in decades and does not reflect the modern shift toward a service and digital based economy; and
- WHEREAS,** the proposed Task Force would provide a data-driven, non-partisan forum to study these inequities and recommend solutions that ensure municipal governments can remain fiscally resilient without overburdening local property owners.

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

1. Support for Legislation: The Mayor and City Council of Cumberland formally supports the passage of HB 1142 and urges the House Ways and Means Committee and the Senate Budget and Taxation Committee to issue a **Favorable Report**.
2. Communication of Resolution: A copy of this resolution shall be transmitted to:
 - A. The Senator representing District 1
 - B. Each Delegate representing District 1
 - C. Staff at the Maryland Municipal League

***Given under our Hands and Seals this 7th day of April, 2026, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

. R2026-04 (*1 reading only*) - a resolution granting the Cumberland Economic Development Commission (CEDC) a property tax credit for the 2023-2025 tax years

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2026-04**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION
A PROPERTY TAX CREDIT FOR THE TAX YEARS 2023, 2024, & 2025.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Cumberland Economic Development Corporation is such a property owner designated in Section 9-302(b)(17) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Cumberland Economic Development Corporation has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Cumberland Economic Development Corporation a property tax credit against the municipal corporation property tax imposed on the Cumberland Economic Development Corporation for the tax years 2023, 2024, & 2025.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Economic Development Corporation be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax years 2023, 2024, & 2025.

*Given under our Hands and Seals this 7th day of April, 2026, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION

118 Baltimore Street, Suite 202, Cumberland MD 21502

(301) 722-4173

March 31st, 2026

VIA E-MAIL

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

Re. CEDC Request For Real Estate Tax Credit

Dear Mayor and City Council:

I am writing on behalf of the Cumberland Economic Development Corporation (the "CEDC") to respectfully request that the City of Cumberland grant a property tax credit, pursuant to Section 9-302(b)(17) of the Maryland Annotated Code, Tax-Property Article, in the full amount of the real estate taxes assessed against the properties referenced in the attached tax bill notices for the tax years 2023, 2024, and 2025.

As you are aware, the properties are titled in the name of the CEDC and are currently in various stages of redevelopment as part of the organization's efforts to advance the strategic economic development goals of the City of Cumberland. These properties are being held and repositioned by the CEDC specifically to facilitate future private investment, business expansion, job creation, and the long-term growth of the City's tax base.

Sincerely,



Matthew B. Miller

Executive Director

matt.miller@choossecumberland.org

cc: Jeff Silka, Ken Tressler



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
301.759.6409



Date of Notice: 03/26/2026
PIDN: 04030419
Total Due: 67,606.74

CUMBERLAND ECONOMIC DEVELOPMENT
118 BALTIMORE ST
SUITE 202
CUMBERLAND MD 21502-0000

Legal Description:
32,252 SF
LOTS 15-20 PT 21-22 BLK

CUMBERLAND ECONOMIC DEVELOPMENT

THIS IS A FINAL BILL and LEGAL NOTICE TO THE PERSON WHOSE NAME APPEARS ON THIS NOTICE

According to collector's tax roll you are the owner of the property appearing on this notice. The taxes listed are in arrears. Notice is hereby given you that unless taxes in arrears are paid within thirty days from this notice date, the collector will proceed to sell the property to satisfy your entire indebtedness. Interest and penalties must be added to the total at the time of payment. Tax Property 14-812 of Annotate Code of Maryland

Total amount due if paid during the month of April. NSF check will subject the property to tax sale. Cash, Check, or Credit Card payment must be received in tax office by April 30, 2026. We accept Mastercard, Visa, Discover, American Express online at www.cumberlandmd.gov. To be removed from the first newspaper advertisement, payment must be received by April 22, 2026.

POSTMARK WILL NOT BE ACCEPTED.

Year	Type	Tax Due
2023	23RTAXA	26363.80
2024	24RTAXA	22545.74
2025	25RTAXA	18697.20

Remittance: Return this with your payment. PLEASE DO NOT MAIL CASH!

Customer: CUMBERLAND ECONOMIC DEVELOPMENT
Location: 0 MEMORIAL

Date of Notice: 03/26/2026
Total Due: 67,606.74

PIDN: 04030419

Amount Due: _____

Check #:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
301.759.6409



Date of Notice: 03/26/2026

PIDN: 04030427

Total Due: 83,581.72

CUMBERLAND ECONOMIC DEVELOPMENT
118 BALTIMORE ST
SUITE 202
CUMBERLAND MD 21502-0000

Legal Description:
27,300 SF
LOTS 23-28 BLK 17

CUMBERLAND ECONOMIC DEVELOPMENT

THIS IS A FINAL BILL and LEGAL NOTICE TO THE PERSON WHOSE NAME APPEARS ON THIS NOTICE

According to collector's tax roll you are the owner of the property appearing on this notice. The taxes listed are in arrears. Notice is hereby given you that unless taxes in arrears are paid within thirty days from this notice date, the collector will proceed to sell the property to satisfy your entire indebtedness. Interest and penalties must be added to the total at the time of payment. Tax Property 14-812 of Annotate Code of Maryland

Total amount due if paid during the month of April. NSF check will subject the property to tax sale. Cash, Check, or Credit Card payment must be received in tax office by April 30, 2026. We accept Mastercard, Visa, Discover, American Express online at www.cumberlandmd.gov. To be removed from the first newspaper advertisement, payment must be received by April 22, 2026.

POSTMARK WILL NOT BE ACCEPTED.

Year	Type	Tax Due
2023	23RTAXA	32597.66
2024	24RTAXA	27872.65
2025	25RTAXA	23111.40

Remittance: Return this with your payment. PLEASE DO NOT MAIL CASH!

Customer: CUMBERLAND ECONOMIC DEVELOPMENT
Location: 0 MEMORIAL

Date of Notice: 03/26/2026
Total Due: 83,581.72

PIDN: 04030427

Amount Due: _____

Check #: _____

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
301.759.6409



Date of Notice: 03/26/2026

PIDN: 04030397

Total Due: 28,174.37

CUMBERLAND ECONOMIC DEVELOPMENT
118 BALTIMORE ST
SUITE 202
CUMBERLAND MD 21502-0000

Legal Description:
7.07 AC
LOTS 4-35 BLK 24

CUMBERLAND ECONOMIC DEVELOPMENT

THIS IS A FINAL BILL and LEGAL NOTICE TO THE PERSON WHOSE NAME APPEARS ON THIS NOTICE

According to collector's tax roll you are the owner of the property appearing on this notice. The taxes listed are in arrears. Notice is hereby given you that unless taxes in arrears are paid within thirty days from this notice date, the collector will proceed to sell the property to satisfy your entire indebtedness. Interest and penalties must be added to the total at the time of payment. Tax Property 14-812 of Annotate Code of Maryland

Total amount due if paid during the month of April. NSF check will subject the property to tax sale. Cash, Check, or Credit Card payment must be received in tax office by April 30, 2026. We accept Mastercard, Visa, Discover, American Express online at www.cumberlandmd.gov. To be removed from the first newspaper advertisement, payment must be received by April 22, 2026.

POSTMARK WILL NOT BE ACCEPTED.

Year	Type	Tax Due
2023	23RTAXA	10560.88
2024	24RTAXA	9443.30
2025	25RTAXA	8170.19

Remittance: Return this with your payment. PLEASE DO NOT MAIL CASH!

Customer: CUMBERLAND ECONOMIC DEVELOPMENT
Location: 600 MEMORIAL

Date of Notice: 03/26/2026
Total Due: 28,174.37

PIDN: 04030397

Amount Due: _____

Check #: _____

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
301.759.6409

CITY OF
CUMBERLAND

Date of Notice: 03/26/2026

PIDN: 04011791

Total Due: 1,995.69

CUMBERLAND ECONOMIC DEVELOPMENT
118 BALTIMORE ST
SUITE 202
CUMBERLAND MD 21502-0000

Legal Description:
9,100 SF
LOTS 29-30 BLK 17

CUMBERLAND ECONOMIC DEVELOPMENT

THIS IS A FINAL BILL and LEGAL NOTICE TO THE PERSON WHOSE NAME APPEARS ON THIS NOTICE

According to collector's tax roll you are the owner of the property appearing on this notice. The taxes listed are in arrears. Notice is hereby given you that unless taxes in arrears are paid within thirty days from this notice date, the collector will proceed to sell the property to satisfy your entire indebtedness. Interest and penalties must be added to the total at the time of payment. Tax Property 14-812 of Annotate Code of Maryland

Total amount due if paid during the month of April. NSF check will subject the property to tax sale. Cash, Check, or Credit Card payment must be received in tax office by April 30, 2026. We accept Mastercard, Visa, Discover, American Express online at www.cumberlandmd.gov. To be removed from the first newspaper advertisement, payment must be received by April 22, 2026.

POSTMARK WILL NOT BE ACCEPTED.

Year	Type	Tax Due
2023	23RTAXA	780.91
2024	24RTAXA	665.23
2025	25RTAXA	549.55

Remittance: Return this with your payment. PLEASE DO NOT MAIL CASH!

Customer: CUMBERLAND ECONOMIC DEVELOPMENT
Location: 0 MEMORIAL

Date of Notice: 03/26/2026
Total Due: 1,995.69

PIDN: 04011791

Amount Due: _____

Check #: _____

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
301.759.6409



Date of Notice: 03/26/2026

PIDN: 16002348

Total Due: 10,457.18

CUMBERLAND ECONOMIC DEVELOPMENT C
O
15 S CENTRE ST
CUMBERLAND MD 21502-

Legal Description:
37.69 AC
UHL HWY 1 MI E/O CUMB

CUMBERLAND ECONOMIC DEVELOPMENT C

THIS IS A FINAL BILL and LEGAL NOTICE TO THE PERSON WHOSE NAME APPEARS ON THIS NOTICE

According to collector's tax roll you are the owner of the property appearing on this notice. The taxes listed are in arrears. Notice is hereby given you that unless taxes in arrears are paid within thirty days from this notice date, the collector will proceed to sell the property to satisfy your entire indebtedness. Interest and penalties must be added to the total at the time of payment. Tax Property 14-812 of Annotate Code of Maryland

Total amount due if paid during the month of April. NSF check will subject the property to tax sale. Cash, Check, or Credit Card payment must be received in tax office by April 30, 2026. We accept Mastercard, Visa, Discover, American Express online at www.cumberlandmd.gov. To be removed from the first newspaper advertisement, payment must be received by April 22, 2026.

POSTMARK WILL NOT BE ACCEPTED.

Year	Type	Tax Due
2023	23RTAXA	4091.97
2024	24RTAXA	3485.73
2025	25RTAXA	2879.49

Remittance: Return this with your payment. PLEASE DO NOT MAIL CASH!

Customer: CUMBERLAND ECONOMIC DEVELOPMENT C
Location: 0 MESSICK

Date of Notice: 03/26/2026
Total Due: 10,457.18

PIDN: 16002348

Amount Due: _____

Check #:

File Attachments for Item:

. Ordinance 4046 (*1st reading*) - authorizing the transfer of 842 Gephart Drive to Jason Mills for the purchase price of \$4,240

ORDINANCE NO. 4046

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JASON MILLS OF FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 842 GEPHART DRIVE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 842 Gephart Drive, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,961, passed by the Mayor and City Council on March 3, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from Jason Mills (the "Purchaser") for the sum of Four Thousand Two Hundred Forty Dollars and No Cents (\$4,240.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Four Thousand Two Hundred Forty Dollars and No Cents (\$4,240.00) subject to the following terms and conditions:

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4047 (*1st reading*) - authorizing the transfer of 846 Gephart Drive to D'Andra Fazzalore for the purchase price of \$15,651

ORDINANCE NO. 4047

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF D'ANDRA FAZZALORE OF FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 846 GEPHART DRIVE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 846 Gephart Drive, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,961, passed by the Mayor and City Council on March 3, 2026;

WHEREAS, the Property was included in the Surplus Round 11 solicitation for bids for the purchase of the Property;

WHEREAS, the City has received a bid for the purchase of the Property from D'Andra Fazzalore (the "Purchaser") for the sum of Fifteen Thousand Six Hundred Fifty One Dollars and No Cents (\$15,651.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Fifteen Thousand Six Hundred Fifty One Dollars and No Cents (\$15,651.00) subject to the following terms and conditions:

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

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

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

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

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

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

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

Passed this _____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

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

ALL

BEGINNING

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

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

_____, Cumberland, MD 21502
Tax ID No.:

File Attachments for Item:

. Ordinance 4048 (*1st reading*) - repealing Sections 13-166 to 13-188 of the Code of the City of Cumberland pertaining to bicycle ownership and operation and enacting new regulations covering that subject matter as Sections 13-166 to 13-172 of the City Code

ORDINANCE NO. 4048

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL SECTIONS 13-166 to 13-188 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PERTAINING TO BICYCLE OWNERSHIP AND OPERATION, AND TO ENACT NEW REGULATIONS COVERING THAT SUBJECT MATTER AS SECTIONS 13-166 TO 13-172 OF THE CITY CODE.”

WHEREAS, the City’s regulations pertaining to bicycle ownership and operation are codified in Chapter 13, Article VII (Sections 13-166 to 13-188) of the City Code.

WHEREAS, with the exception of Section 13-168, which was enacted or amended in 1991, these provisions were originally enacted prior to 1966. Many of these provisions are antiquated and need to be modernized.

WHEREAS, this Ordinance provides for the enactment of new Sections 13-166 to 13-172 to replace the provisions repealed herein.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 13-166 to 13-188 of the Code of the City of Cumberland (1991 Edition) are hereby repealed.

SECTION 2: AND BE IT FURTHER ORDAINED that Sections 13-166 to 13-172 of the City Code, as set forth in Exhibit A attached hereto and incorporated by reference herein, are hereby enacted.

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

Passed this ____ day of _____, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

Sec. 13-166. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle has the meaning assigned to it under Md. Transp. Code Ann. § 11-104, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

“Bicycle” means:

- (1) A vehicle that:
 - (i) Is designed to be operated by human power;
 - (ii) Has two (2) or three (3) wheels, of which one is more than 14 inches in diameter; and
 - (iii) Has a drive mechanism other than by pedals directly attached to a drive wheel;
- (2) An electric or powered bicycle;
- (3) A moped; or
- (4) An electric low speed scooter.

Caster board means a human-powered wheeled device consisting of two narrow platforms connected by a flexible or torsional member, mounted on two independently swiveling wheels, designed to be stood upon and propelled by the side-to-side motion of the operator, and not equipped with a motor, pedals, handlebars, or a seat.

Electric bicycle has the meaning assigned to it by Md. Transp. Code Ann. § 11-117.1, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

- (a) “Electric bicycle” means a vehicle that:
 - (1) Is designed to be operated by human power with the assistance of an electric motor;
 - (2) Is equipped with fully operable pedals;
 - (3) Has two or three wheels;
 - (4) Has a motor with a rating of 750 watts or less; and
 - (5) Meets one of the requirements of subsection (b) of this section.
- (b)
 - (1) A Class 1 electric bicycle is equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
 - (2) A Class 2 electric bicycle is equipped with a motor that provides assistance whether or not the rider is pedaling the bicycle and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
 - (3) A Class 3 electric bicycle is equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

Electric Board means a personal transportation device designed for use by a single rider, powered by an electric motor, lacking handlebars, pedals, and a seat, and intended to be stood upon during operation, including hoverboards, electric skateboards, and similar devices, regardless of the number of wheels or method of balance. A device shall be deemed to be an electric board regardless of whether it is marketed as a toy, recreational device or personal transportation device. The term electric board does not include any other recreational conveyance.

Electric low speed scooter has the meaning assigned to it by Md. Transp. Code Ann. § 11-117.2, as amended from time to time. The definition in effect as of January 1, 2026 is as follows:

- (a) “Electric low speed scooter” means a vehicle that:

- (1) Is designed to transport only the operator;
 - (2) Weighs less than 100 pounds;
 - (3) Has single wheels in tandem or a combination of one or two wheels at the front and rear of the vehicle;
 - (4) Is equipped with handlebars and a platform designed to be stood on while riding;
 - (5) Is solely powered by an electric motor and human power; and
 - (6) Is capable of operating at a speed of up to 20 miles per hour.
- (b) "Electric low speed scooter" does not include:
- (1) An electric personal assistive mobility device; or
 - (2) An electric wheelchair or other mobility aid used by a disabled individual.

Highway means the entire width between the boundary lines of any street, alley or thoroughfare of which any part is used by the public for vehicular travel, whether or not the way or thoroughfare has been dedicated to the public and accepted by any proper authority.

Play vehicle means a vehicle that:

- (1) Is typically designed for recreational use, low speed operation and use by children;
- (2) Has two or more wheels;
- (3) Is propelled only by human power;
- (4) Is not a recreational conveyance; and
- (5) Is not designed or intended for highway travel.

Examples of play vehicles include wagons, toy cars, ride-on toys, tricycles, and big wheel-style ride-on toys.

Recreational conveyances means bicycles, electric bicycles, electric boards, scooters, electric low speed scooters, skateboards, caster boards, roller skates, inline skates, and similar unregistered modes of conveyance that are used for recreational purposes.

Scooter means a two-wheeled non-motorized vehicle that has handles and is designed to be stood upon by the operator.

Skateboard means a device consisting of a flat board mounted on wheels, designed to be stood upon and propelled by human power or by an electric motor, including traditional skateboards, longboards, and electric skateboard.

Operate means the use, putting into action or causing to function of a bicycle by a person mounted thereon.

Personal delivery device (see Md. Transp. Code Ann. § 12.104.3, as amended from time to time) means a powered device that:

- (i) Is operated primarily on shoulders, sidewalks, and crosswalks;
- (ii) Is intended for the transport of property on public rights-of-way;
- (iii) Weighs not more than 550 pounds, excluding cargo; and
- (iv) Is capable of navigating with or without the active control or monitoring of an individual.

Sec. 13-167. State law.

Subtitle 12 of Title 21 of the Transportation Article of the Annotated Code of Maryland includes State laws relative to the operation of bicycles and play vehicles. This article is intended to establish standards which are in addition to and set forth higher safety standards than State law.

Sec. 13-168. Trick riding.

No person shall, while operating a recreational conveyance, indulge or engage in any kind of trick or unsafe riding on any highway, sidewalk or city-owned parking lot or garage.

Sec. 13-169. Riding on sidewalks and in parking areas prohibited.

Recreational conveyances may not be operated on sidewalks or in city-owned parking lots or parking garages.

Sec. 13-170. Personal delivery devices.

The owner or operator of a personal delivery device must register it with the police department no less than thirty (30) days before it commences operations in the City.

Sec. 13-171. Seizure of recreational conveyance.

- (a) The seizure of recreational conveyances is intended to prevent the continuation or repetition of violations of this article.
- (b) A police officer may temporarily seize a recreational conveyance that is being operated in violation of this article.
- (b) Any seizure authorized by this section shall be incident to the issuance of a citation.
- (c) A recreational vehicle seized pursuant to this section shall be:
 - 1. Logged and secured by the enforcing agency; and
 - 2. Released to the owner, or in the case of a minor, to the owner's parent or legal guardian, without fee, upon resolution of the citation or thirty (30) days, whichever is first to occur.
- (d) No recreational conveyance shall be permanently forfeited pursuant to this section.
- (e) The seizure of a recreational conveyance under this section shall not be construed as a penalty, but as a temporary measure to abate a public safety violation.

Sec. 13-172. Penalties.

Any violation of any provision of this article shall be a municipal violation, punishable by a fine of fifty dollars (\$50.00). A citation may not be issued unless the individual cited has been issued a written violation for any provision of this article within one (1) year of the date of the issuance of the citation.

File Attachments for Item:

. Order 27,967 - authorizing the execution of a contract of sale with Derek McFarland for the purchase of 111-113 Walnut Place and 115-117 Walnut Place for the total price not to exceed \$12,000



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

ORDER NO. 27,967

DATE: April 7, 2026

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

THAT, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and Derek McFarland authorizing the purchase of the property at 111-113 Walnut Place (Tax ID 06-021204); and 115-117 Walnut Place (Tax ID 06-004032) in Cumberland, MD for the price not to exceed Twelve Thousand Dollars and No Cents (\$12,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 001.080.51904

Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Ken Tressler

Item Title:

Property acquisition: Tax ID 06-021204 & 06-004032, 111-113 Walnut Place & 115-117 Walnut Place

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

An order to approve the acquisition of 111-113 and 115-117 Walnut Place for the price of \$12,000. The structures are in poor condition and will be demolished. The property is adjacent to 309 Fayette St which the City acquired in December 2021. There are no immediate plans to resell this property. This purchase was not anticipated and will require a budgeted amendment.

	Original FY 26 Budget	Ammendment	Revised FY 26 Budget
Revitalization Acquisitions (001.080 51904)	\$ 25,000	\$ 13,000	\$ 38,000
Community Development Total	\$ 1,290,848	\$ 13,000	\$ 1,303,848

Budget number: 001.080 51904

Grant, bond, etc. reference: City revitalization program

View Map

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number: District - 06 Account Identifier - 021204

Owner Information

Owner Name: MCFARLAND DEREK ETAL
MCFARLAND PAIGE

Use: RESIDENTIAL
Principal Residence: NO

Mailing Address: 312 CUMBERLAND ST
CUMBERLAND MD 21502-

Deed Reference: /02794/ 00240

Location & Structure Information

Premises Address: 111 WALNUT PL
CUMBERLAND 21502-0000

Legal Description: 111-113 WALNUT PLACE
26X50

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0000	0951	6030002.01	0000				2024	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1915	1,312 SF		1,300 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	NO	END UNIT	SIDING/	3	2 full		

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2024	07/01/2025	07/01/2026
Land:	6,000	6,000		
Improvements	15,800	30,000		
Total:	21,800	36,000	31,267	36,000
Preferential Land:	0	0		

Transfer Information

Seller: HURT JAMES F	Date: 06/23/2022	Price: \$10,000
Type: ARMS LENGTH MULTIPLE	Deed1: /02794/ 00240	Deed2:

Seller: HURT, JAMES F ET UX	Date: 03/24/1998	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00658/ 00538	Deed2:

Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

View Map		No Ground Rent Redemption on File		No Ground Rent Registration on File					
Special Tax Recapture: None									
Account Number:		District - 06 Account Identifier - 004032							
Owner Information									
Owner Name:		MCFARLAND DEREK ETAL MCFARLAND PAIGE		Use:	RESIDENTIAL				
Mailing Address:		312 CUMBERLAND ST CUMBERLAND MD 21502-		Principal Residence:	NO				
				Deed Reference:	/02794/ 00240				
Location & Structure Information									
Premises Address:		115 N WALNUT PL CUMBERLAND 21502-0000		Legal Description:	115-117 WALNUT PLACE BET CUMB & FAYETTE 24X50 STS				
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0000	0951	6030002.01	0000				2024	Plat Ref:
Town: CUMBERLAND									
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
1915		1,312 SF				1,212 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements		
2	NO	END UNIT	ASBESTOS SHINGLE/	3	1 full				
Value Information									
			Base Value	Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2024		07/01/2025		07/01/2026	
Land:			6,000	6,000					
Improvements			20,800	28,100					
Total:			26,800	34,100		31,667		34,100	
Preferential Land:			0	0					
Transfer Information									
Seller: HURT JAMES F			Date: 06/23/2022			Price: \$10,000			
Type: ARMS LENGTH MULTIPLE			Deed1: /02794/ 00240			Deed2:			
Seller: HURT, JAMES FLOYD ET UX			Date: 03/24/1998			Price: \$0			
Type: NON-ARMS LENGTH OTHER			Deed1: /00658/ 00545			Deed2:			
Seller:			Date:			Price:			
Type:			Deed1:			Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2025		07/01/2026			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00 0.00		0.00 0.00			
Special Tax Recapture: None									
Homestead Application Information									
Homestead Application Status: No Application									
Homeowners' Tax Credit Application Information									
Homeowners' Tax Credit Application Status: No Application						Date:			

CONTRACT OF SALE

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

1. **Property Description.** Seller does agree to sell to the City, and the City does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Seller and Paige McFarland and are hereinafter referred to collectively as the "Property":

111-113 Walnut Place, Cumberland, MD 21502, Allegany County Land
Records Book 2794, Page 240, Tax Account No. 06-021204;

115-117 Walnut Place, Cumberland, MD 21502, Allegany County Land
Records Book 2794, Page 240, Tax Account No. 06-004032.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Twelve Thousand Dollars (\$12,000.00).

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

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

5. **Contingencies.** This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

A. The property must be transferred from Seller and Paige McFarland by deed recorded among the Land Records of Allegany County, Maryland prior to settlement. Before the recordation of this deed, its form and content must be approved by the City's City Solicitor. The Seller may request that the City Solicitor prepare the deed, in which event the Seller shall pay a deed and Land Records Intake Sheet preparation fee in the amount of \$200.00 and the Seller shall also pay all deed recordation fees, recordation and transfer taxes and any other sums required to be paid in connection with the recordation of the deed.

B. Seller shall deliver the Property to the City free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.

C. Seller shall be responsible for the termination of all utility services to the Property.

- D. Settlement shall be contingent upon the City's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to the City in accordance with the terms of Sections 5 and 8 of this Contract. The City shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, the City shall have the right to insist that Seller perform as required in subparagraphs B and C above. In that regard, the City shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

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

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

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

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

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

Seller shall provide the City with a draft of the deed in advance of settlement for its review and approval if Seller elects not to have the City's City Solicitor prepare the deed on his/her behalf. If Seller elects to have the City Solicitor record the deed, the cost for its preparation shall be \$200.00 and said sum shall be paid at settlement.

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

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. The City's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of the City. Seller shall pay a closing fee in the amount of \$150.00 at settlement. The City shall pay some or all of its settlement costs outside of closing.

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** the City is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

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

14.1. **Recordation & Transfer Taxes.** Under Maryland law, the transfer to the City are exempt from recordation taxes, transfer taxes and recordation fees. Should the law change before settlement, those taxes and fees shall be divided evenly between the parties.

14.2. **Non-Resident Withholding Tax.** Non-resident withholding tax must be paid upon the recordation of deeds for sales of property from non-residents and non-resident entities to third parties. If Seller resides outside of Maryland, he shall be solely responsible for the payment of these taxes and shall pay a \$100.00 fee for the preparation of the nonresident withholding tax return.

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

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

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

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

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

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

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

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

23. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date


Derek McFarland

3-5-2026
Date

File Attachments for Item:

. Order 27,968 - authorizing appointments to the Administrative Appeals Board, Historic Preservation Commission and Zoning Board of Appeals



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

ORDER NO. 27,968

DATE: April 7, 2026

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

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

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Administrative Appeals Board	William Hughes	Seat 3	2/21/26-2/21/29
Administrative Appeals Board	Taryn Lohr	Seat 2	4/7/26/26-4/7/29
Historic Preservation Commission	Cheryl Peterson	Seat 4	4/7/26/26-4/7/29
Zoning Board of Appeals	Dominic Dearcangelis	Seat 4	2/21/26-2/21/29

Raymond M. Morriss, Mayor

City of Cumberland
Board and Commission Overview
March 3, 2026

APPOINTMENTS FOR MAYOR AND COUNCIL CONSIDERATION

Administrative Appeals Board (2)

1. William Hughes would like to be considered for reappointment.
2. Taryn Lohr would like to be considered for appointment.
3. Evan West would like to be considered for appointment.

Historic Preservation Commission (1)

1. Lynda Lambert would like to be considered for reappointment.
2. Cheryl Peterson would like to be considered for appointment.

Zoning Board of Appeals (1)

1. Dominic Dearcangelis would like to be considered for his reappointment.

William HUGHES · SEAT 3 (3YR)
TARYN · SEAT 2

CHERYL · SEAT 4 (3YR)

DOM · SEAT 4 (3YR)

File Attachments for Item:

. Order 27,969 - authorizing Special Taxing District residential exemptions for 107 S. Centre Street for the 25-26 Tax Year in the amount of \$731.82



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

ORDER NO. 27,969

DATE: April 7, 2026

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

THAT, the following Residential Exemption from the Special Taxing District Levy
for the 2025-2026 tax year be and is hereby granted:

Property Owner	Tax Year / Account No.	Tax Year	Exemption Amt.
Jo Ann Circosta	107 S. Centre St. / 04-031601	2025-2026	\$ 731.82

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 236 of the City Charter.

Raymond M. Morriss, Mayor

SCANNED
Date: 09/04/25

Scanned to Lisa Swell
9/4/25

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2025



I, Letitia Ciricola request an exemption from the Special Taxing District Levy for property owned by me at: 107 S. Centre St. Cumberland, MD

My request is based upon the fact that:

- ☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;
- ☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 100 %
Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: [Signature]
Date: 09/04/25

For City use

Tax Account No: 04 031601 - 45

	Assessed Amount	Tax Amount
Original	273067	731.82
Exempt	273067	
Billable	0	0

File Attachments for Item:

. Order 27,970 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the City for the "Gatsby Gala" Event on April 26, 2026 from 6:00 PM to 10:00 PM; notwithstanding, that open glass containers shall not be permitted



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

ORDER NO. 27,970

DATE: April 7, 2026

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Gatsby Gala" event to be held April 26, 2026 from 6:00 PM until 10:00 PM within the confines of the following area:

- 600 Block of Washington Street

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

Raymond M. Morriss, Mayor

**Map attached*

Open Container Map



File Attachments for Item:

. Order 27,971 - authorizing the abatement of City Real Property Taxes and Interest for properties at 600 Bishop Walsh Road and 229 Columbia Street



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

ORDER NO. 27,971

DATE: April 7, 2026

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
600 Bishop Walsh Road	06-050301	2025	\$12,795.58	\$1,535.46		\$14,331.04
229 Columbia St.	05-016282				464.46	
Totals			\$12,795.58	\$1,535.46	\$464.46	\$14,331.04

Raymond M. Morriss, Mayor

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

City of Cumberland

Phone: 301.759.6409
Email: tax-utility@cumberlandmd.gov
PIDN: 06050301
Print Date: 03/13/2026

CUMBERLAND MAYOR & CITY COUNCIL
57 N LIBERTY ST
CUMBERLAND MD

PIDN STATEMENT

Please mail payments or correspondence to:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

Please make checks or money orders payable to City of Cumberland
and enter the PIDN in the memo field. Make a copy for your
records.

Amt. Paid: _____ Check #: _____

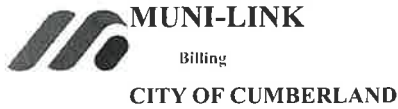
PROPERTY

The table below provides details regarding the current Property.

PIDN	Property Owner	Property Block	Location	Legal Description	Assessment
06050301	CUMBERLAND MAYOR & CITY COUNCIL	Real	600 BISHOP WALSH	WATER TOWER END OF BISHOP WALSH RD	0.00

The table below contains any balances due for taxes and fees. Any delinquent balances are calculated thru the end of the month. Please pay the total amount due.

Tax Type	Tax Year	Taxes/Fees	Penalty	Interest	Applied	Balance
2025 Real Estate Tax Annual	2025	12,795.58	0.00	1,535.46	0.00	14,331.04
	Totals	12,795.58	0.00	1,535.46	0.00	
Total Due						14,331.04

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4

INACTIVE Account 410148009-0**DYLAN REED**229 COLUMBIA ST
CUMBERLAND, MD 21502*m+cc property*

Address 2: *****

Tax ID: 05016282

Mobile Phone:

Address Type: Residential Inside

Home Phone:

Email:

Is Rental: No

Utilities[Edit Account Billing Groups](#)**General Information**[Edit](#)**Units:** 2
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Shut Off**Transactions**[View More](#)

Date	Type	Due Date	Total	Balance
03/13/2026	Penalty	05/09/2024	1.59	464.46
02/13/2026	Penalty	05/09/2024	1.59	462.87
01/09/2026	Penalty	05/09/2024	1.59	461.28
12/12/2025	Penalty	05/09/2024	1.59	459.69
11/14/2025	Penalty	05/09/2024	1.59	458.10

Balances[View Details](#)**Balance** **\$464.46**
Deposits 0.00
Other 0.00
Water 97.12
Sewer 126.83
Trash 134.91
Bay Restoration Fee 105.60**Account Log**[View More](#)[Add New](#)

Completed	Scheduled	Type	Comment
05/01/2024	05/01/2024	<u>TAX SALE</u>	2024 Tax Sale
04/17/2023		<u>MISC</u>	Verified water off JP/dnm
03/21/2023		<u>MISC</u>	VERIFIED WATER OFF AR DNM
02/08/2023		<u>Returned Mail</u>	Changed account not to print bills. slw
01/19/2023		<u>Inactive Bill</u>	Inactive Bill Sent. Amount: 404.04

Service Orders[View More](#)[Add New](#)

SO #	Entered Date	Task	Status	Completed Date	Scheduled Date	Assignee
222623	05/19/2015 12:00 AM	Converted WO	Completed	05/22/2015 12:00 AM		
222622	01/21/2015 12:00 AM	Converted WO	Completed	01/21/2015 12:00 AM		
222620	11/18/2014 12:00 AM	Converted WO	Completed	11/18/2014 12:00 AM		
222619	07/28/2014 12:00 AM	Converted WO	Completed	07/28/2014 12:00 AM		
222621	03/03/2014 12:00 AM	Converted WO	Completed	03/03/2014 12:00 AM		

Services[Add New](#)[Inside Water Service - Water](#) [Inside Sewer Service - Sewer](#) [Residential Trash - Trash](#) [Bay Restoration Fee - BayRestFee](#) [** All Services **](#)[Details](#)[View Details](#)[Edit](#)[Discounts and Surcharges](#)[View More](#)[Chat](#)

File Attachments for Item:

. Order 27,972 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Baltimore Street Grill for the use of the public right of way immediately in front of and adjacent to the property for a term effective March 17, 2026 through October 31, 2026



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

ORDER NO. 27,972

DATE: April 7, 2026

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:

Baltimore Street Grill

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective March 17, 2026 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 12 day of March, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **BALTIMORE STREET GRILL** ("Lessee").

WHEREAS, Lessee operates a restaurant at 82 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 20 feet and length of 80 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 March 17, 2026, 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:

Jessica Harding & Michael Holland
Baltimore Street Grill
82 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**

City Clerk

By: _____
Raymond M. Morriss, Mayor

BALTIMORE STREET GRILL

Witness

By:  (Seal)
Signature

Jessica Harding
Printed name

Owner
Position

File Attachments for Item:

. Order 27,973 - establishing an official parade route for all parades in the City of Cumberland, with the exception of the annual South Cumberland Halloween Parade



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

ORDER NO. 27,973

DATE: April 7, 2026

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

THAT, an official parade route for parades held in the City of Cumberland be is hereby established, as shown on the attached map; and

BE IT FURTHER ORDERED THAT, the annual South Cumberland Halloween Parade is exempt from utilizing this designated route.

Raymond M. Morriss, Mayor

**See Attached Map*

File Attachments for Item:

. Order 27,974 - authorizing the amendment of the existing FY26 service agreement with Turnbull Hoover & Kahl, P.A., with the addition of two years at a 1% price escalation for each of FY27 and FY28, for the provision of audit services for the following yearly amounts not to exceed: 2026 (\$134,580), 2027 (\$135,580) and 2028 (\$136,660)



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

ORDER NO. 27,974

DATE: April 7, 2026

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

THAT, the Mayor be and is hereby authorized to amend the existing FY26 service agreement with Turnbull Hoover & Kahl, P.A., 217 Glenn Street, Suite 200, Cumberland MD 21502 with the addition of two (2) years at a One percent (1%) price escalation for each of FY27 and FY28, for the provision of audit services for the following yearly amounts not to exceed:

2026..... \$134,580.00

2027..... \$135,580.00

2028..... \$136,660.00

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 04/7/2026

Key Staff Contact: Ken Tressler, Mark Gandolfi

Item Title:

Amendment of Contract for Annual Audits – Fiscal Years 2027 and 2028

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

An order authorizing an amendment to the existing service agreement with Turnbull, Hoover & Kahl to add two years to the existing FY26 service agreement at a 1% price escalation for each of FY27 and FY28.

To facilitate the execution of the FY 27 and FY 28 Annual Financial Statement Audit and Single Audit requirements for the period ended June 30, 2027 through June 20, 2028, it is desirable to amend the existing contract with Turnbull, Hoover & Kahl.

During FY24, the City completed an extensive price analysis that determined Turnbull, Hoover & Kahl offered the best value. This remains true and minimal price escalation for FY27 and FY28 is provided for in this extension.

Turnbull, Hoover & Kahl is a City of Cumberland-headquartered business with extensive knowledge of City of Cumberland operations and expertise in auditing municipal governments and federal awards. They are peer-reviewed and the largest firm in our area.

The City's purchasing policy does not require competitive bids for this procurement; however, market research and the City's best interests has been evaluated.

Amount of Award:

Budget numbers: Year 1: \$134,580 Year 2: \$135,580 Year 3: \$136,580

Grant, bond, etc. reference:

David W. Turnbull, CPA
Richard J. Hoover, CPA
Bernard B. Kahl, CPA



217 Glenn Street, Suite 200
Cumberland, Maryland 21502
Phone: 301.759.3270
www.thkcpas.com

January 5, 2026

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

We are pleased to confirm our understanding of the services we are to provide the City of Cumberland (the City) for the years ended June 30, 2026, June 30, 2027, and June 30, 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the years ended June 30, 2026, June 30, 2027, and June 30, 2028. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. GASB-required Supplementary OPEB Information
4. GASB-required Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual nonmajor fund financial statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section
2. Statistical Tables

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if material, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Modifications may be made to this initial risk assessment. Any modifications to this risk assessment will be communicated to you.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters

that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes, as well as the footnotes to the Schedule of Expenditures of Federal Awards of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, related notes, and the footnotes to the Schedule of Expenditures of Federal Awards services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, related notes, and the footnotes to the Schedule of Expenditures of Federal Awards, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements, related notes, and footnotes to the Schedule of Expenditures of Federal Awards prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grants agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general ledger and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards, federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the

fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grants agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review three months prior to the completion of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Turnbull, Hoover & Kahl, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Turnbull, Hoover & Kahl, P.A. is not involved, you agree to clearly indicate in the exempt offering document that Turnbull, Hoover & Kahl, P.A. is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing. In addition, we will require certain personnel provide information requested in various PBC (prepared by client) schedules. These schedules will consist primarily of various account analysis and reconciliations. We request that all adjustments known to City personnel be supplied to us as soon as possible after the end of the accounting period.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Turnbull, Hoover & Kahl, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Turnbull, Hoover and Kahl, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies. Our time to comply with these reviews or requests will be billed to you at our standard hourly rates plus out of pocket expenses incurred.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by your cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard J. Hoover is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these audit services will be \$98,600, \$99,600, and \$100,600 for fiscal years 2026, 2027, and 2028, respectively, plus any out of pocket costs we might incur from your third party service providers. Interim billings will be submitted as work progresses and costs are incurred and are payable within thirty days. The audit fee is based on the following assumptions: timely cooperation from your personnel, your personnel preparing complete and accurate financial statements with related schedules and notes (we will provide the requested number of audit opinions), your personnel duplicating and binding the financial statements, minimal audit adjusting entries being required, the City having only one major federal program required to be tested during single audit testing, the fund financial statements presenting no more than four major funds, expanded audit testing not being required because of the condition of the accounting system and records or implementation of new accounting systems, substantial consultations from your personnel not being required and that unexpected or unusual circumstances or transactions will not be encountered during the audit. Our fee for assistance with the preparation of the financial statements and related notes, for implementation of any new auditing or accounting standards, and for any additional time necessary as a result of the aforementioned items, will be billed at the following hourly rates for each fiscal year

	FY26	FY27	FY28
Principal	\$ 250	\$ 255	\$ 260
Manager	\$ 205	\$ 210	\$ 215

Supervisor	\$ 185	\$ 190	\$ 195
Senior Staff	\$ 170	\$ 175	\$ 180
Junior Staff	\$ 145	\$ 150	\$ 155
Secretarial	\$ 50	\$ 50	\$ 50

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Our 2024 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit opinion. Any follow-up services that might be required during that fiscal year will be a separate, new engagement. The terms of this letter will continue in effect for any subsequent audit engagements referred to in the first paragraph.

To ensure that Turnbull, Hoover & Kahl, P.A.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Cumberland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Kindest regards,

A handwritten signature in black ink, appearing to read "Richard Hoover, C.F.A.", written in a cursive style.

Turnbull, Hoover & Kahl, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Cumberland.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

File Attachments for Item:

. Order 27,975 - declaring vehicles and equipment to be surplus property and authorized for sale, trade in or scrap



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

ORDER NO. 27,975

DATE: April 7, 2026

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

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

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

Item	Department	Description	VIN No.
911	Flood	2015 CUB CADET TANK SZ	53R12PUC050
230	Street	2016 TYMCO 435 / ISUZU NQR	JALE5W161G7902220
238	Street	2019 BOBCAT SNOW BLADE	
Angle Broom	Street	SKID STEER ANGLE BROOM	
Cold Planer	Street	CONEQTEC UNIVERSAL AP300 COLD PLANER	

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Surplus of Vehicles and Equipment

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

Recommendation to declare the following vehicles and/or equipment as surplus property and authorized for sale, trade in or scrap:

911	Flood	2015	CUB CADET TANK SZ	53R12PUC050
230	Street	2016	TYMCO 435 / ISUZU NQR	JALE5W161G7902220
238	Street	2019	BOBCAT SNOW BLADE	
Angle Broom	Street		SKID STEER ANGLE BROOM	
Cold Planer	Street		CONEQTEC UNIVERSAL AP300 COLD PLANER	

Amount of Award: NA

Budget number: NA

Grant, bond, etc. reference: NA

File Attachments for Item:

. Order 27,976 - approving the sole source proposal from Sherwood Logan for the purchase of two 24” Cast Iron Sluice Gates Assembly for the Flood Control Sanitary Siphon at the Washington Headquarters structure and the Wills Creek floodgate in the not to exceed amount of \$55,000



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

ORDER NO. 27,976

DATE: April 7, 2026

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

THAT, the sole source proposal from Sherwood Logan, 2140 Renard Court, Annapolis, MD 21401, for the purchase of Two (2) 24" Cast Iron Sluice Gates Assembly for the Flood Control Sanitary Siphon at the Washington Headquarters structure and the Wills Creek floodgate, be and is hereby approved in the not to exceed amount of Fifty Five Thousand Dollars and No Cents (\$55,000.00).

Raymond M. Morriss, Mayor

Budget:
003.399XH.63000

Council Agenda Summary

Meeting Date: 04/07/2026

Key Staff Contact: George Chory, Sewer & Flood Superintendent

Item Title:

Accept the purchase of 2-24" Cast Iron Sluice Gates Assembly for the Flood Control Sanitary Siphon from Sherwood Logan, 2140 Renard Court, Annapolis, MD 21401.

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

During recent inspections and operator training, staff identified significant mechanical issues with the floodgate systems at both the Washington Headquarters structure and the Wills Creek floodgate. Temporary safety measures are currently in place; however, the existing sluice gates are no longer functioning properly and require replacement.

The original manufacturer, Rodney Hunt, now performs fabrication work overseas and has recommended that the City procure replacement gates through their authorized partner, Sherwood Logan. The City proposes to purchase two 24-inch sluice gates to ensure compatibility with the existing system.

The cost of the gates, per the attached invoice, is \$43,720. Additional costs may be incurred for necessary hardware and installation. Therefore, staff is requesting approval for an amount not to exceed \$55,000, to be funded through Capital Funding Code 003.399XH.63000.

Due to the urgent nature of the repairs and the need for the replacement components to match the original design specifications, this purchase is being requested as an emergency, sole-source procurement.

Amount of Award: \$55,000

Budget number: Sewer: 003.399XH.63000

Grant, bond, etc. reference: City Funds



QUOTATION		
DATE	NUMBER	PAGE
1/13/2026	0003185	1 of 1

B COC056
I CITY OF CUMBERLAND
L 57 N LIBERTY ST
L CUMBERLAND, MD 215022331
T US
O

S CITY OF CUMBERLAND
H MUNICIPAL SERVICE CENTER
I 215 BOWEN ST
P CUMBERLAND, MD 21502
T US
O

PREPARED BY:CHRISTINE PENNISI

ATTENTION:

ACCOUNTS.PAYABLE@CUMBERLANDMD.G
OV

GEORGE CHORY

PROJECT NO:

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30 DAYS

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
FLOOD GATES		CITY OF CUMBERLAND, CUMBERLAND, FLOOD GATES, WATER	BJF/CP	BEST WAY	
QTY	PART	DESCRIPTION	UNIT PRICE		EXTENDED
1	RODNEY HUNT	FLOOD GATES CAST IRON SLUICE GATES PER RODNEY HUNT PROPOSAL #RH-11166-R2 2- 24" gates 1 - Left bank - 24" 1 - Right bank - 24" List of Components Included with Each 24" Gate in the scope: • Frame, Slide : Cast Iron ASTM A126, Class B • Wedges : Bronze ASTM B-584 • Seat Facings : Bronze ASTM B-98/B-21/B-584 • Stem : Stainless Steel ASTM A276 Type 304 • Thrust Nut & Lifting Nut : Bronze ASTM B-584/B-505 • Pedestal : Stainless Steel 304 • Manual Actuator • Gate Assembly Bolts & Nuts : Stainless Steel 304 • Stem Guides & Coupling & Polycarbonate Stem Cover	\$42,220.00		\$42,220.00
1	START UP	RODNEY HUNT PER DAY	\$1,500.00		\$1,500.00

This quote is subject to and incorporates by reference Sherwood Logan Associates Standard Terms & Conditions and manufacturer's warranty, which will be provided upon request.

- Quote is valid for 30 days.
- Please include the quote number (listed at the top of this page) when placing your order.
- Credit card payments are subject to an additional 4% charge.
- No taxes of any kind are included in this proposal.

TOTAL: \$43,720.00

2140 Renard Court, Annapolis, MD 21401 * Phone: 410-841-6810 * www.sherwoodlogan.com

With offices in Maryland, Virginia, Pennsylvania, New Jersey, and Connecticut



Jeff Silka <jeff.silka@cumberlandmd.gov>

Re: Request for Sole Source Approval and Budget Overrun for Emergency Flood Control Repairs

1 message

Jeffrey F. Silka <jeff.silka@cumberlandmd.gov>

Thu, Nov 13, 2025 at 3:10 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, George Chory <george.chory@cumberlandmd.gov>, Shaun Appel <shaun.appel@cumberlandmd.gov>

Approved

On Thu, Nov 13, 2025 at 2:42 PM Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Good afternoon Jeff,

During recent inspections and operator training for the floodgate systems, we identified significant issues at both the Washington Headquarters gate structure and the Wills Creek floodgate. These deficiencies appear to stem from a lack of maintenance — due to the remote locations of the gates and the difficulty in accessing them.

Washington Headquarters – Right Bank Gate

During the inspection of the right-bank gate at the Headquarters structure, it was determined that the operator assembly must be fully removed and transported to Marshal Ruby for repair. We previously requested sole-source approval for Marshal Ruby on 10/6/25 due to their extensive knowledge of these systems and their prior work on our equipment.

At this time, we do not know the condition of the underlying gates themselves; however, they are currently in the proper position. Any additional repairs to the actual gates can be scheduled and budgeted for next fiscal year.

The estimated cost for the immediate work is \$6,500 plus labor for reinstallation, which will be covered by the \$10,000 included in the current budget for this purpose.

Wills Creek – Canal Side FloodGate Failure

While attempting to exercise the flood gate on the canal side of Wills Creek (across from Washington Headquarters), the gate failed in the closed position. The gate broke off the stem, leaving a hole through the gate itself. This failure allowed sewage to enter Wills Creek. A temporary plate was welded to the outlet of the pipe at the face of the flood wall to stop the inflow, but this is only a short-term measure.

To properly repair this gate and stem assembly, the gate must be fully removed. The City is obtaining cribbing materials from Belt and installing on the Scenic Rail tracks so the area can be accessible to a crane. Belt Construction will be performing the required sewer bypass, which is necessary before the gate and stem can be safely removed. Belt will also provide the crane needed to extract the gate and reinstall it after repairs.

We are working to schedule Belt to perform this emergency work **next Tuesday**, pending approval.

The main priority at this time is to repair the damaged gate that is allowing sewage to enter Wills Creek. Any additional work to the operators and gates in this area can be evaluated, scheduled, and budgeted for next fiscal year once the immediate issues are resolved.

Requested Approvals

1. **Sole-source approval for Marshal Ruby** to repair the operator assembly on the Wills Creek gate components, based on their proven expertise.

2. **Sole-source approval for Belt Construction** for the emergency sewer bypass and crane services for removal and reinstallation of the Wills Creek flood gate and stem.

3. **Authorization to exceed the applicable line items** to fund these emergency repairs, as the Wills Creek work was not included in the current budget.

Please let me know if any additional information is needed.

Thank you for your attention to this matter,
Brooke



Brooke Cassell

Public Works Director

City Of Cumberland

215 Bowen St, Cumberland, MD 21502

301-722-2000 | 301-759-6624 | 240-580-0755

brooke.cassell@cumberlandmd.gov | www.cumberlandmd.gov



File Attachments for Item:

. Order 27,977 - accepting the bid from iM Motors, LLC for the purchase of three DAF recycle pumps for the Water Filtration Plant under the Capital Improvement Plan, in an amount not to exceed \$28,616.64, and rejecting all other bids



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

ORDER NO. 27,977

DATE: April 7, 2026

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

THAT, the bid from iM Motors, LLC, 135 Thicket Drive, Ridgeley, WV 26753, for the purchase of Three (3) DAF Recycle Pumps for the Water Filtration Plant, under the Capital Improvement Plan be and is hereby accepted in the amount not to exceed Twenty Eight Thousand Six Hundred Sixteen Dollars and Sixty Four Cents (\$28,616.64); and

BE IT FURTHER ORDERED THAT, all other proposals received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Bids Received:

iM Motors, LLC	\$28,616.65
PumpMan	\$30,757.47
FCX Performance	\$25,308.00

Budget: 002.299C.63000

Council Agenda Summary

Meeting Date: 4/7/2026

Key Staff Contact: Robert Smith, PE

Item Title:

WFP Capital Improvement, (3) DAF Recycle Pumps

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

Accepting the proposal from iM Motors for Capital Improvement Plan- WFP, (3) DAF Recycle Pumps for the estimated cost of \$28,616.64. This project was procured with three different quotes from vendors. The selected vendor will replace the existing discontinued pumps and constructed parts which are detailed in the scope of work.

The project is fully funded through the WFP-Capital Improvement Plan.

Amount of Award: \$28,616.64

Budget number: 002.299C.63000

Grant, bond, etc. reference: None

PO# 26-1435
V# 41
Acct# 002.299C.63000
Holli Coleman
3/27/26

Handwritten signature and date 3/27/26

INVOICE

iM Motors LLC
135 Thicket Dr
Ridgeley, WV 26753

im_motors@yahoo.com
+1 (814) 285-2801
www.immotors.net



iM Motors LLC

EM-3/26/26

Bill to

City of Cumberland
accounts.payable@cumberlandmd.gov
Zach Sloane
PO: 002.299C.63000

Ship to

City of Cumberland
accounts.payable@cumberlandmd.gov

Invoice details

Invoice no.: 7544
Invoice date: 03/26/2026
Due date: 03/26/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aurora 3804 pump end only	Aurora 3804 flex-coupled, end-suction, centrifugal pump, NSF version size 3x4x9.5, 7.4375" impeller. --- PUMP END ONLY, LESS MOTOR --- To replace a discontinued X301964: Aurora 344A-BF end-suction, flex-coupled pump, size 3x4x9A, power frame 3, large bore parts, bronze fitted materials, and an impeller trim of 8.375". The pump has a serial number of 02-319215 and was designed with the condition point of 521 GPM @ 220' TDH and 3500 RPM. It also came with a 326TS steel base, and coupling that was chose by Aurora. The pump was also constructed with a stainless steel impeller. The original conditions points of 521 GPM @ 220' TDH and 3500 RPM to configure the new pump. 11-13 weeks, freight additional new pump specs NSF61 (complies with NSF372 reqs) horizontal flex coupled , right hand rotation, 256-445t motor frame range, power frame 3, stainless steel fitted ASTM A536 ductile iron casing, 7.4375" 316 stainless steel impeller, AISI C1045 steel shaft, ASTM A48 CAST iron motor	3	\$9,312.37	\$27,937.11

bracket and power frame
John Crane type
21 mechanical seal (BUNA-N/Carbon
ceramic/18-8 SST) rated to 225
degrees F., AISI 316 stainless
steel sleeve, grease lubed, 206
pounds. Also includes epoxy coated
casing (internal only), seal
plate, bracket, 3M Scotchkote 134-
fusion bonded.

NOTE: (MTO) MADE TO ORDER ITEM.
ONCE THE ORDER IS PLACED, IT
CANNOT BE CANCELLED AND FULL
PRICE
IS DUE BASED ON AGREED
PAYMENT
TERMS, AND ARE NON-
RETURNABLE AND
NON-REFUNDABLE.

price due to change at any time due to
tariffs, deposit recommended
freight additional

2.	freight	1	\$679.53	\$679.53
----	---------	---	----------	----------

Total **\$28,616.64**

Ways to pay



Note to customer
We appreciate your business!

View and pay



Holli Coleman <holli.coleman@cumberlandmd.gov>

DAF Recycle Pumps

5 messages

Zach Sloane <zach.sloane@cumberlandmd.gov>

Fri, Jan 16, 2026 at 1:26 PM

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

Jeff,

We have budgeted in our Capital Improvement Plan to replace (3) - DAF Recycle pumps this year. \$50,000 is available under 002.299C.63000 for this project.

Three quotes have been received for these.

IM Motors - (Aurora Brand) - \$8,668.28 each, (3) - \$26,004.84
Pumpman - (Aurora Brand) - \$10,252.38 each, (3) - \$30,757.14
FCX - (Weinman Brand) - \$8436.00 each, (3) - \$25,308.00

I would like approval to use the IM motors quote for the Aurora pump, instead of the low quote from FCX. The reasoning is that the Aurora Brand pump is the updated direct replacement for the current pumps, and would minimize piping modifications to facilitate installation. None of the specs from any of the manufacturers currently align perfectly with our current configuration, but the Aurora design minimizes this.

Along with this, if we switch manufacturers, PA DEP may not consider it an "in-kind" replacement and we could be required to seek a permit amendment through them.

Given the negligible cost difference of ~\$200 per pump, this could save us from incurring additional costs at installation.

Let me know if you have any questions or concerns. Thanks.

--

Zachary Sloane

Deputy Director Utilities
City of Cumberland
814-767-9552

3 attachments **Estimate_5647a_from_iM_Motors_LLC.pdf**
43K **Cumberland Water Qt 4464576 Rev1.pdf**
172K **PMP_Quote_Q2502992 Cumberland MD Water - DAF Recycle Pumps Quote.pdf**
75K

Zach Sloane <zach.sloane@cumberlandmd.gov>

Thu, Jan 22, 2026 at 10:18 AM

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

Jeff,

Just wanted to see if you had a chance to look at this. Thanks.

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jan 22, 2026 at 10:46 AM

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

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Holli Coleman <holli.coleman@cumberlandmd.gov>

I approve

Sent from my iPhone

[Quoted text hidden]

Zach Sloane <zach.sloane@cumberlandmd.gov>

Thu, Jan 29, 2026 at 10:06 AM

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

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Holli Coleman <holli.coleman@cumberlandmd.gov>

Jeff,

Asking for an updated approval for these pumps please.

We had to get the quote for the Aurora Pumps from IM Motors updated since it was from 12/18/25. The manufacturer had a price increase Jan. 1, 2026. The new total for these pumps would be \$27,937.11. Still the low quote for the Aurora pumps.

Let me know if you have any questions. thanks.

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jan 29, 2026 at 11:29 AM

Reply-To: jeff.silka@cumberlandmd.gov

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

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Holli Coleman <holli.coleman@cumberlandmd.gov>

good to go



Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

City of Cumberland

[Quoted text hidden]



FCX Performance, Inc.
9241 Akcan Circle NW
Canton, OH 44720
Phone: (330) 497-2800 Ext: 2599
Email: Jhavassy@corrosionfluid.com

Date: 12/16/2025

To: Zachary Sloane

Company: Cumberland Water Department

From: Jim Havassy

Quote No: 4464576 REV1

Reference: 3QM NSF61

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1	3	Weinman Pump model 3QM-326TS-J4SLY2FY2FY2FNSF61 135378BM-MBM Impeller 7.5", Size 4 x 3 of Cast Iron construction and furnished with a Mechanical seal of Stainless Steel/Buna/Ceramic/Carbon Construction, NSF 61 Rated, with Base, Guard and Coupling Pump shall be rated to deliver 521 GPM @ 220' TDH of Water , Temp. 60°F, SG: 1.0, NPSHr 18.1' (Customer to use existing motor, Motor required: 50HP 3550 RPM with 326TS frame)

Net Price Each \$ 8436.00
Net Price for Three \$ 25,308.00

ESTIMATED LEAD TIME TO SHIP FROM THE FACTORY IS 4-6 WEEKS

Notes:

FOB: Shipping Point

Freight: Prepay and add

Terms: Net 30 Days

Prices quoted are based on the quantity shown and are subject to change without notice.
Please refer to quote number when ordering.
FCX PERFORMANCE, INC. STANDARD TERMS AND CONDITIONS APPLY. QUOTATION VALID 10 DAYS
See Details at:
www.fcxperformance.com

"Unless otherwise noted, Item prices do not include freight, shipping handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes, or tariffs or other governmental charges. Where applicable, such taxes shall be billed as a separate item and paid by Buyer"

THE QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR

STANDARD TERMS AND CONDITIONS OF SALES, AVAILABLE AT www.fcxperformance.com. PRICES QUOTED ABOVE ARE THOSE IN EFFECT

AT THE TIME OF QUOTATION. MANUFACTURER INCREASES AND NON-MARKET COSTS MAY APPLY. PRICING MAY BE SUBJECT TO ADDITIONAL CHARGES DUE TO THE CHANGING TARIFF LANDSCAPE FCX REMAINS COMMITTED TO MINIMIZING THE IMPACT TO OUR CUSTOMERS AND WE APPRECIATE YOUR CURRENT AND FUTURE BUSINESS.

UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE
ENGINEERED PUMP PRODUCTS ARE NON-RETURNABLE..

PumpMan Pittsburgh
3812 William Flynn Hwy, Building # 2
P.O. Box 199
Allison Park, PA 15101



Phone: 412-487-7140

Prepared By: Brian Secrest

Mobile: 724-812-1588

bsecrest@pumpmanpittsburgh.com

Quote #: Q2502992 Reference the Quote # when ordering

Date: Dec 3, 2025

Engineer:

Bid Date:

Costars:

Submittal Lead Time:

Spec. Section:

Equipment Lead Time: 10-12 Wks

Misc: Fairbanks, Recycle Pumps DAF

Valid For: 30 Days

To: Cumberland, City of

Attention: Zachary

215 Bowen Street

Class:

Cumberland, MD 21502

Fax:

Freight: Prepay & Add

Manufacturer: Fairbanks Nijhuis - Pentair

Project:

PumpMan Quote Q2502992 • Project:

Line Item	Qty.	Equipment - Description - Details
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1	3	Series 3" 1622 FN384037-61 Impeller 7.25" 521 GPM @ 220 Ft. Pump Model 1620 Case Wear Ring: Stainless steel Steel Base Coupling Submittals Level 2 See Pentair documents for details.
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Manufacturer Quote #:

Estimated Freight:

Startup Service:

Proposal Total: \$30,757.14

"Unless specifically mentioned this quote does not include installation, freight, startup or any taxes."

File Attachments for Item:

. Order 27,978 - authorizing the acceptance of a donation from The Riggs Family Foundation Fund in the amount of \$1,000 to be used for Fire Prevention Supplies to assist Cumberland residents in need through the distribution of smoke detectors and carbon monoxide detectors



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

ORDER NO. 27,978

DATE: April 7, 2026

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

THAT, the Fire Chief be and is hereby authorized to accept a grant from the Community Foundation for the Alleghenies (a donor-requested distribution from the Riggs Family Foundation Fund) in an amount of One Thousand Dollars and No Cents (\$1,000.00) to be used for fire prevention in the community through the distribution of smoke detectors and carbon monoxide detectors to Cumberland residents in need.

Raymond M. Morriss, Mayor

Budget: 001.043.54100

Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Chief W. Shannon Adams

Item Title: Request to accept donation

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

On behalf of the Cumberland Fire Department, Chief Adams is requesting authorization to accept an annual donation from the Riggs Family Foundation Fund. The grant is for \$1,000 and will be used for Fire Prevention. The funds will give the fire department the ability to buy smoke detectors and carbon monoxide detectors to give out to residents of the City of Cumberland.

Amount of Purchase:

Budget number: 001-043-54100

Grant, bond, etc. reference: Donation Check #40776 for \$1,000.00



COMMUNITY FOUNDATION FOR THE ALLEGHENIES

SERVING BEDFORD, CAMBRIA, SOMERSET, AND INDIANA COUNTIES

March 13, 2026

Brandi Snyder
Cumberland Fire Department
20 Bedford Street
Cumberland, MD 21502

Dear Brandi:

I am pleased to enclose a grant award of \$1,000.00 to support Cumberland Fire Department. This grant was made possible from the Riggs Family Foundation Fund, a fund under the umbrella of the Community Foundation for the Alleghenies. We respectfully ask that you prepare the Final Project Report below, which will allow us to learn more about your organization and how this grant funding was used. Please return the completed report to Program Officer Emily Wood at ewood@cfalleghenies.org or by mail at the address below no later than one year from the date of this letter.

Please recognize your grant as coming from the Riggs Family Foundation Fund of the Community Foundation for the Alleghenies. Thank you notes for your grant can also be addressed to the Riggs Family Foundation Fund and sent to our main office using the address below. We will forward them on to the donor who made your grant possible.

Thank you for the good work you do in your community.

Sincerely,

Angie Berzonski
Executive Director

Enclosure

FINAL PROJECT REPORT
CONTACT PERSON/EMAIL:

PROJECT GOALS AND OBJECTIVES:

OUTCOMES: (ie, how many people served; type of individuals served, such as children, older adults or the general community; impact that the project made in the community)

File Attachments for Item:

. Order 27,979 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown for the "DelFest Downtown Kickoff" event on May 20, 2026 from 5:00 p.m. to 11:59 p.m., the "Friday After Five" event on June 12, 2026 from 5:00 p.m. to 11:59 p.m. and the "250th Parade and Celebration" event on June 27, 2026 from 10:00 am to 6:00 pm; notwithstanding, that open glass containers shall not be permitted



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

ORDER NO. 27,979

DATE: April 7, 2026

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the **DelFest Downtown Kickoff** on May 20, 2026 from 5:00 p.m. through 11:59 p.m., for the **Friday After Five** on June 12, 2026 from 5:00 p.m. through 11:59 p.m. and for the **250th Parade Celebration** on June 27, 2026 from 10:00 a.m. through 6:00 p.m. within the confines of the following areas:

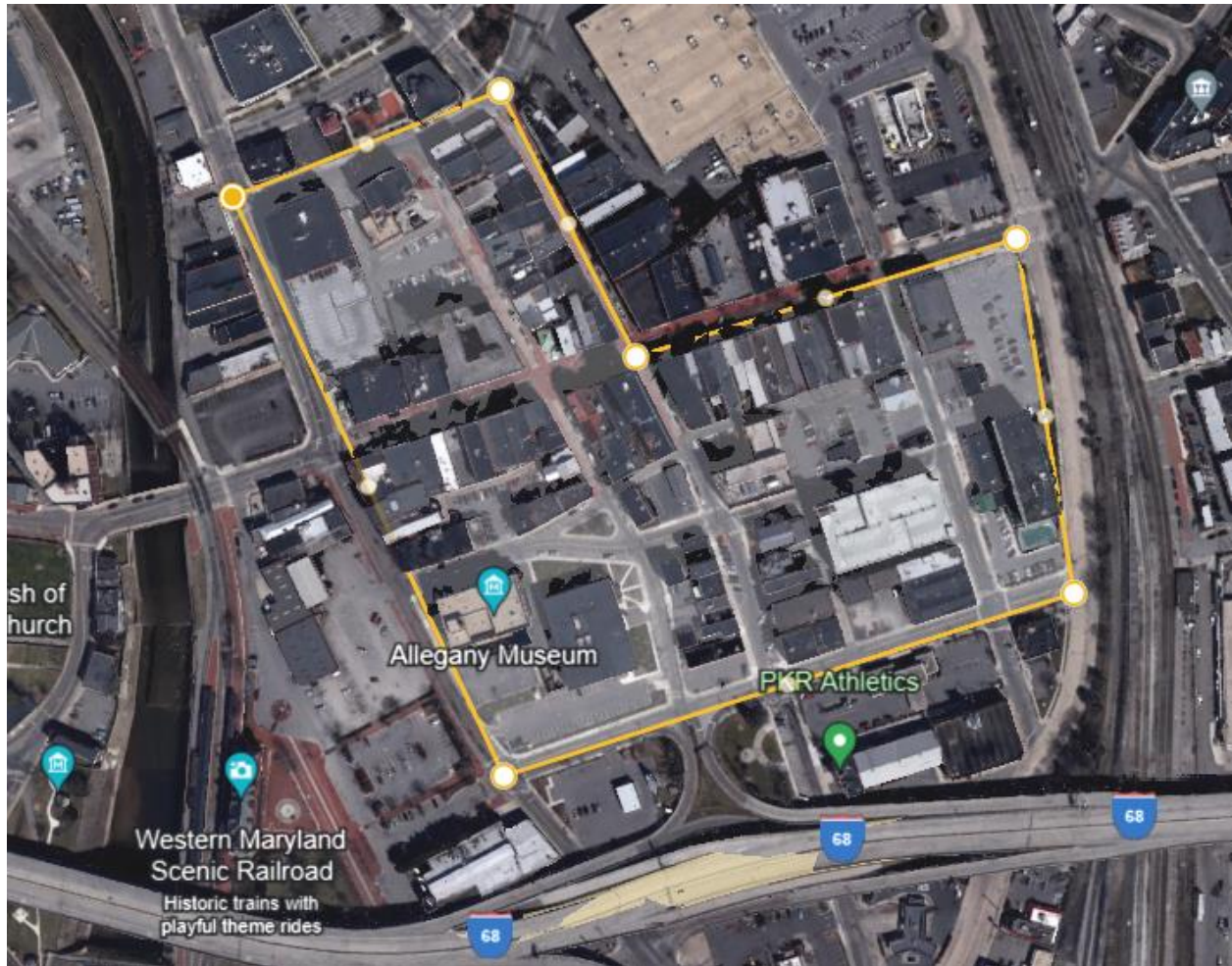
- Mechanic at Bedford Street south to Wineow Street;
- Wineow Street to Winston Street to Centre Street;
- Centre Street to Harrison Street
- Harrison Street East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Centre Street;
- Centre Street from Frederick Street north to 171 North Centre Street
- Bedford Street from Centre Street to Mechanic St.
- Extension off of Queen City Drive to Queen City Pavement/Gulf Memorial Drive.

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

Raymond M. Morriss, Mayor

***Map attached**

OPEN CONTAINER AREA



Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Melinda Kelleher – Main Street Manager

Item Title:

City of Cumberland America 250th Parade and Celebration

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

We would like to request an open container ordinance for Saturday, June 27th from 10AM – 6PM. The event will feature a parade, food trucks, music and activities.

File Attachments for Item:

. Order 27,980 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$50,000 in funding for the “Cumberland Roof Replacement Program”, authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds



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

ORDER NO. 27,980

DATE: April 7, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Strategic Demolition Fund Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of Fifty Thousand Dollars and No Cents (\$50,000.00) in funding for the "Cumberland Roof Replacement Program"; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

Raymond M. Morriss, Mayor

Award: SDF-2026-Cumberland-00186

Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Melinda Kelleher – Main Street Manager (for Historic Preservation Planner)

Item Title:

Maryland Dept. of Housing and Community Development (DHCD) Strategic Demolition Fund Roof Replacement Program (SDF-2026-Cumberland-00186)

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

This is for the Mayor's signature on the grant agreement. Continuation of the Roof Replacement Program to provide roofs to low-income single-family owner-occupied homes owned by the disabled, elderly and veterans. Addresses within the City of Cumberland's Sustainable Communities boundaries.

Amount of Award: \$50,000

Budget number: N/A

Grant, bond, etc. reference: N/A

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland

AWARD ID#: SDF-2026-Cumberland-00186

PROJECT NAME: Cumberland Roof Replacement Program

Strategic Demolition Fund – Program Grant Agreement

- Exhibit A SDF-2026-Cumberland-00186**
- **Project Description, Project Address(es), Additional Information, and Special Conditions**
- Exhibit B SDF-2026-Cumberland-00186**
- **Project Budget**
- Exhibit C SDF-2026-Cumberland-00186**
- **Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT
(this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Maryland Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2026 - 2027 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated as a Sustainable Community under §6-205 of the Act or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2026-Cumberland-00186 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2026-Cumberland-00186. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.
- f) The Department may assess on to the Grantee an agreement processing and servicing fee

(the "APS Fee")

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2026-Cumberland-00186 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- f) If Grantee is not a government agency (including a housing authority), Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to fifteen percent (15%) of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2026-Cumberland-00186 (the "**Project Schedule**").
- b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend

the Completion Date by providing Grantee with prior written notice of such extension.

- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Building Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2026-Cumberland-00186.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors

if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the “**Records**”). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.

- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
 - iii) Grantee shall cause to be maintained for the Department’s inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.
- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.
- c) Reports.
- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
 - ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the “**Final Report**”), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
 - iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the “**Collateral**”) or is used to fund a loan to a subrecipient (a “**Loan**”) and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
 - iv) In addition to the requirements set forth above, Grantee shall provide the

Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) Grantee is responsible for curing any default resulting from fraud or misappropriation of the Grant.
- d) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
 - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- e) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this

Agreement.

- f) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a government agency, including a housing authority, with jurisdiction in the Area, or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee makes the following certifications:

- i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
 - ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 - iii) Grantee is in compliance with the Maryland Solicitations Act under Maryland Code, Business Regulation, §6-101, et seq (the “Solicitations Act”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee’s failure to comply with the Solicitations Act.
 - iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.
- 11) Environmental Certification and Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:
- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
 - b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.
- 12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs

of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq.; Md. Code Ann. Local Gov't §9-201, 9-202; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a government agency, including a housing authority, or is otherwise

approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502
Attention: Mrs. Ruth Davis-rogers

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2026-Cumberland-00186. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department

intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 31) **Authority to Sign.** Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.
- 32) **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM

NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 32 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

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WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____ (SEAL)

Name: The Honorable Raymond Morriss

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a
principal department of the State of
Maryland

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the
Department/Effective Date

Approved for form and
legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special
Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A – SDF-2026-Cumberland-00186

**PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION,
AND SPECIAL CONDITIONS**

Project Name:

Cumberland Roof Replacement Program

1. Project Description:

Continuation of the Roof Replacement Program to provide roofs to low-income single-family owner-occupied homes owned by the disabled, elderly and veterans.

2. Project Address(es):

Various addresses within the City of Cumberland's Sustainable Communities boundaries.

3. Additional Information:

Replacement of deteriorating roofs for single-family owner-occupied homes.

4. Additional Financing (Evidence and Use of Funding Sources):

Strategic Demolition Fund will contribute \$50,000 towards roof replacements of several low-income single-family homes. Total Project Cost: \$50,000.

5. Special Conditions:

N/A

EXHIBIT B – SDF-2026-Cumberland-00186
PROJECT BUDGET

Project Name:
Cumberland Roof Replacement Program

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$50,000	\$0	\$0		\$0	\$50,000
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$50,000	\$0	\$0		\$0	\$50,000

Total Award: \$50,000

Total Project Cost: \$50,000

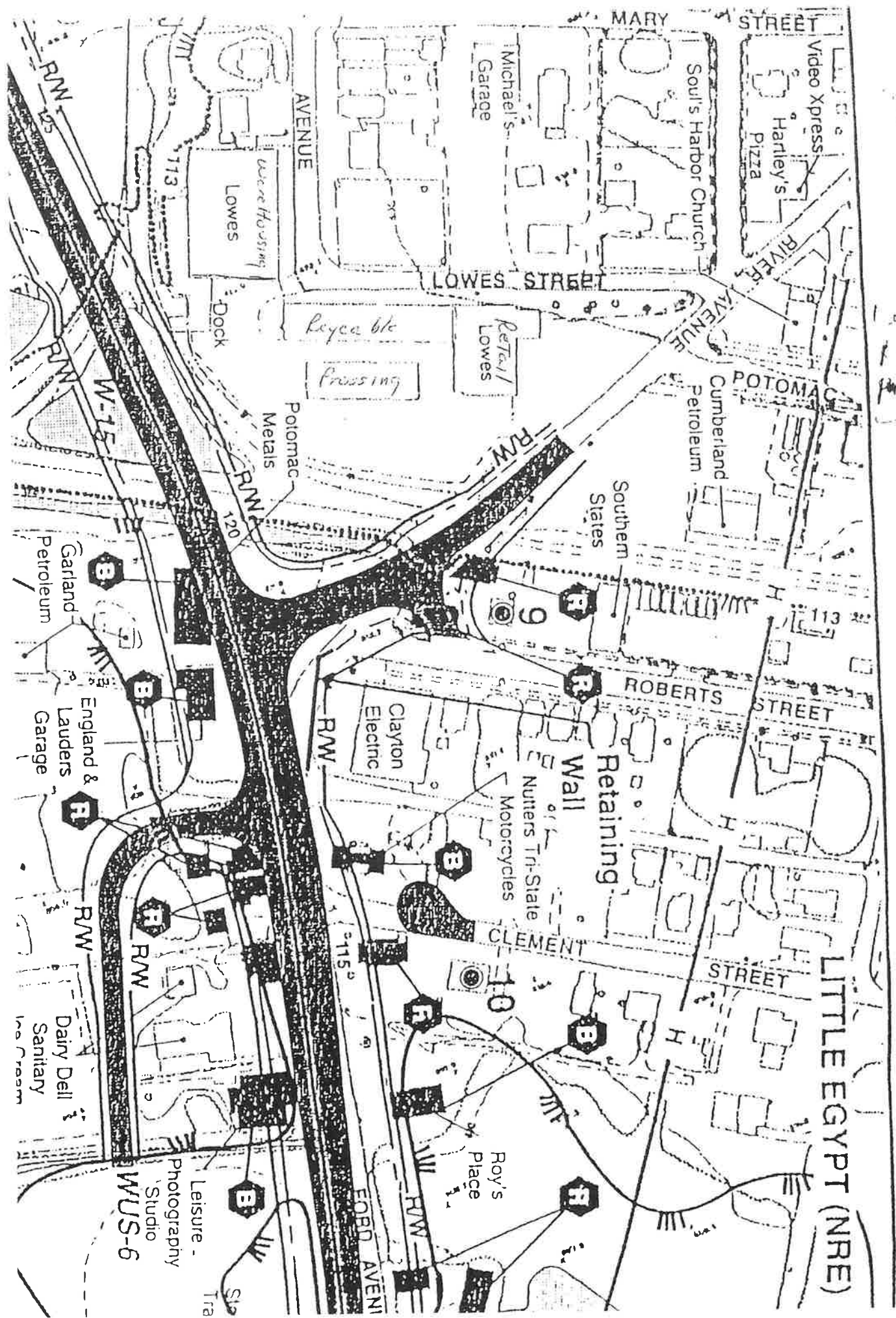
EXHIBIT C – SDF-2026-Cumberland-00186

PROJECT SCHEDULE

Project Name:

Cumberland Roof Replacement Program

Activity Start Date	Activity End Date	Description of Activity (100 characters or less)
01/01/2026	04/30/2026	Commencement Date
05/01/2026	05/31/2028	Award announcement
05/01/2026	05/31/2028	Accept and finalize the award
05/01/2026	05/31/2028	Advertise, accept and review applications until funding is exhausted
05/01/2026	05/31/2028	Request bids from contractors on approved projects until funding is exhausted
05/01/2026	05/31/2028	Approved contractors to install roofs as weather allows and funding is exhausted
06/01/2028	06/30/2028	Completion Date
07/01/2028	08/15/2028	Final Report due within 45 days after completion



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LITTLE EGYPT (NRE)

File Attachments for Item:

. Order 27,981 - authorizing the appointment of Cody Pearce as the Interim Fire Chief, effective April 12, 2026



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

ORDER NO. 27,981

DATE: April 7, 2026

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

THAT, Cody Pearce, Deputy Fire Chief, be and is hereby appointed Interim Fire Chief, effective April 12, 2026.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,982 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc., for costs associated with tariff fees related to the purchase of materials for this project that were enacted after the bidding period for the Design for Odor Covers at Water Reclamation Facility (City Project 2025-02-WRF) in the amount not to exceed \$9,460, bringing the total project cost not to exceed \$385,550



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

ORDER NO. 27,982

DATE: April 7, 2026

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for costs associated with tariff fees related to the purchase of materials for this project that were enacted after the bidding period for the Design for Odor Covers at Water Reclamation Facility (City Project 2025-02-WRF) in the amount not to exceed Nine Thousand Four Hundred Sixty Dollars and No Cents (\$9,460.00), bringing the total project cost not to exceed Three Hundred Eighty Five Thousand Five Hundred Fifty Dollars and No Cents (\$385,550.00).

Raymond M. Morriss, Mayor

Original Contract Price	\$376,090.00
Change Order No. 1	\$9,460.00
Total Price after CO 1	\$385,550.00

Budget:
003.399.TP12.62000

Council Agenda Summary

Meeting Date: 4/7/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 for Design for Odor Covers at Water Reclamation Facility, City Project 2025-02-WRF

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

Change Order #1 for Design for Odor Covers at Water Reclamation Facility, City Project 2025-02-WRF in the amount of \$9,460.00.

This change order is for tariff fees related to the purchase of materials for this project that were enacted after the bidding period.

This change order will increase the project cost by \$9,460.00 from the original price of \$376,090.00. The new project cost will be \$385,550.00.

This cost increase will utilize City Funds.

Amount of Award: \$9,460.00

Budget number: 003.399.TP12.62000

Grant, bond, etc. reference: City Funds



PCO #001

Carl Belt, Inc. - An Equal Opportunity Employer
P.O. Box 1210 / 11521 Milnor Avenue
Cumberland, Maryland 21502

Project: 4476 - Design-Build Odor Covers at Water Reclamation Facility -
Belt-Misc. Projects
11521 Milnor Avenue
Cumberland, Maryland 21502

Prime Contract Potential Change Order #001: Tariff Fees

TO:	City of Cumberland 57 N. Liberty Street Cumberland, Maryland 21502	FROM:	Carl Belt, Inc. P.O. Box 1210 Cumberland, Maryland 21501-1210
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	7 - Design for Odor Covers at Water Reclamation Facility
REQUEST RECEIVED FROM:	Jared Burkett (Carl Belt, Inc.)	CREATED BY:	Cassidy Aldridge (Carl Belt, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/24/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,460.00

POTENTIAL CHANGE ORDER TITLE: Tariff Fees

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

ATTACHMENTS:

#	Budget Code	Description	Amount
1	O Other		\$9,460.00
Grand Total:			\$9,460.00

City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

Carl Belt, Inc.
P.O. Box 1210
Cumberland, Maryland 21501-1210

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

INVOICE

Anue Water Technologies
525 Tribble Gap Rd
PO Box 564
Cumming, GA 30040-9998

gbock@anuewater.com
+1 (770) 883-9591



525 Tribble Gap Rd. PO Box 564 Cumming, GA 30040

Bill to

Tristan Kimble
Carl Belt, Inc.
PO Box 1210
Cumberland, MD 21501-1210

Ship to

Tristan Kimble
Carl Belt, Inc.
11521 Milnor Ave
Cumberland, MD 21502

Shipping info

Ship date: 10/13/2025

Invoice details

Invoice no.: 1734
Terms: Due on receipt
Invoice date: 10/13/2025
Due date: 11/01/2025

P.O. Number: PO-4476-001

Sales Rep: Jen Wilson

#	Product or service	Description	Qty	Rate	Amount
1.		Odor Control Covers Total Cost of Project: \$169,400.00			
2.	Services	2nd 50% Due: Shipped	1	\$84,700.00	\$84,700.00
3.	Services	Freight		\$1,160.00	\$1,160.00
4.	Services	Customs Clearance		\$150.00	\$150.00
5.	Services	Tariffs		\$9,460.00	\$9,460.00
6.	Services	Aluminum License		\$150.00	\$150.00

Total

\$95,620.00

Note to customer

ACH or Wire can be done to Chase Bank.
ACT # 690099739
Routing # 322271627

File Attachments for Item:

. Order 27,983 - accepting the bid from Carl Belt, Inc., for the WRF Dewatering Building MCC Replacement Project (City Project 2025-25-WRF) to remove and replace the existing Master Control Center in the Dewatering Building at the Water Reclamation Facility in the cost not to exceed \$198,000



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

ORDER NO. 27,983

DATE: April 7, 2026

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

THAT, the bid from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for the WRF Dewatering Building MCC Replacement Project (City Project 2025-25-WRF) to remove and replace the existing Master Control Center (MCC) in the Dewatering Building at the Water Reclamation Facility (WRF) in the cost not to exceed One Hundred Ninety Eight Thousand Dollars and No Cents (\$198,000.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 003.399.TP19.63000

Council Agenda Summary

Meeting Date: 4/7/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award WRF Dewatering Building MCC Replacement, City Project # 2025-25-WRF

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

Award WRF Dewatering Building MCC Replacement Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of \$198,000.00.

This project includes the replacement of the existing Master Control Center (MCC) for the Dewatering Building at the Water Reclamation Facility. The selected bidder shall remove the existing MCC and furnish a new MCC in accordance with the project specifications.

This project was advertised for bid on 2/23/26. Bids closed on 3/25/26, with one qualified bids being received. The low bidder was Carl Belt, Inc., with an acceptable bid of \$198,000.00.

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

Amount of Award: \$198,000.00

Budget number: 003.399.TP19.63000

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	WRF Dewatering Building MCC Replacement
City Project:	2025-25-WRF
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	March 25, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

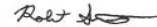
Certified Bid Tabulation
BIDDER
Carl Belt, Inc.
11521 Milnor Avenue Cumberland, MD 21501-1210

Carl Belt, Inc.

BIDS AND ALTERNATES						
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	
1001	Demolition	LS	1	20000	\$ 20,000.00	
1002	New MCC Equipment	LS	1	140000	\$ 140,000.00	
1003	Installation and Commissioning the MCC Equipment	LS	1	38000	\$ 38,000.00	

Carl Belt, Inc.	
Bid	✓
AoQtB	✓
LPC	County
ARVF	✓
BASE BID	\$ 198,000.00

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



Robert Smith

Director of Engineering & Utilities

File Attachments for Item:

. Order 27,984 - accepting the bid from Dixie Electric, Inc., for the Ridgedale Reservoir Pump Station Generator Installation Contract (City Project 2026-11-WFP) for the procurement of all equipment and labor for the installation of a backup generator at the Ridgedale Water Pump Station in an amount not to exceed \$229,450.10



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

ORDER NO. 27,984

DATE: April 7, 2026

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

THAT, the bid from Dixie Electric, Inc., 8803 Baltimore National Pike, Middletown, MD, 21769, for the Ridgedale Reservoir Pump Station Generator Installation Contract (City Project 2026-11-WFP) to include the procurement of all equipment and labor for the installation of a backup generator at the Ridgedale Water Pump Station in an amount not to exceed Two Hundred Twenty Nine Thousand Four Hundred Fifty Dollars and Ten Cents (\$229,450.10) be and is hereby accepted.

BE IT FURTHER ORDERED, that this project was procured through Gordian EZ IQC using Sourcewell pricing to solicit a competitive bid.

Raymond M. Morriss, Mayor

Budget: 002.299.DS16.63000

Council Agenda Summary

Meeting Date: 4/7/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award Ridgedale Reservoir Pump Station Generator Installation Contract, City Project 2026-11-WFP

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

Award Ridgedale Reservoir Pump Station Generator Installation Contract to Dixie Electric Inc. for the cost of \$229,450.10. This project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid in accordance with the Section 2-171(c), rejecting Alternative 1. The EZIQC Contract No. is MD-R1-E-030425-DIXI. This project will include the procurement of all equipment and labor for the installation of a backup generator at the Ridgedale Water Pump Station.

This project is budgeted and utilizes City Funds.

Amount of Award: \$229,450.10

Budget number: 002.299.DS16.63000

Grant, bond, etc. reference: City Funds



Work Order Signature Document

EZIQC Contract No.: MD-R1-E-030425-DIXI

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 152498.00

Work Order Date: 04/02/2026

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Owner Name: City of Cumberland

Contractor Name: Dixie Electric Inc

Contact: Robert Smith

Contact: Brent Spear

Phone: 301-759-6600

Phone: (301) 473-4665

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MD-R1-E-030425-DIXI.

Brief Work Order Description:

Install Generator

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$229,450.10

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date



Detailed Scope of Work

To: Brent Spear
Dixie Electric Inc
8803 Baltimore National Pike
Middletown, MD 21769
(301) 473-4665

From: Robert Smith
City of Cumberland

301-759-6600

Date Printed: April 02, 2026

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Brief Scope: Install Generator

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

All work to be completed as per the attached scope of work. No changes shall occur without the approval from the City of Cumberland.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: April 02, 2026

IQC Master Contract #: MD-R1-E-030425-DIXI

Work Order Number: 152498.00

Owner PO #:

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Contractor: Dixie Electric Inc

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

01 - General Requirements	\$15,738.62
02 - Site Work	\$1,320.95
03 - Concrete	\$3,442.82
05 - Metals	\$1,052.96
09 - Finishes	\$229.20
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$8,922.83
26 - Electrical	\$192,129.13
31 - Earthwork	\$840.01
32 - Exterior Improvements	\$5,773.58
Proposal Total	\$229,450.10

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 6.99%

Contractor's Price Proposal - Detail

Date: April 02, 2026

IQC Master Contract #: MD-R1-E-030425-DIXI

Work Order Number: 152498.00

Owner PO #:

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Contractor: Dixie Electric Inc

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

1	01 22 16 00-0002		EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.					\$330.00
				Installation	Quantity		Unit Price		Factor	Total
					300.00	x	1.00	x	1.1000	\$330.00
				Electrical Permit Fee						
2	01 22 20 00-0010		HR	Electrician	For tasks not included in the Construction Task Catalog® and as directed by owner only.					\$196.44
				Installation	Quantity		Unit Price		Factor	Total
					2.00	x	85.41	x	1.1500	\$196.44
				Coordinate with and make connections to SCADA system						
3	01 22 20 00-0010	0001		For Foreperson, Add						\$9.82
				Installation	Quantity		Unit Price		Factor	Total
					2.00	x	4.27	x	1.1500	\$9.82
4	01 22 20 00-0010		HR	Electrician	For tasks not included in the Construction Task Catalog® and as directed by owner only.					\$196.44
				Installation	Quantity		Unit Price		Factor	Total
					2.00	x	85.41	x	1.1500	\$196.44
				Connections to the existing automatic transfer switch						
5	01 22 20 00-0010	0001		For Foreperson, Add						\$9.82
				Installation	Quantity		Unit Price		Factor	Total
					2.00	x	4.27	x	1.1500	\$9.82
6	01 22 23 00-0286		DAY	2,000 To 2,400 Lb. Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator						\$3,333.22
				Installation	Quantity		Unit Price		Factor	Total
					3.00	x	966.15	x	1.1500	\$3,333.22
				Used for loading removed pavement to haul away, loading removed spoils to haul away, to carry and load stone into generator pad area, and general site cleanup.						
7	01 22 23 00-0286	0068		For Equipment Without Operator, Deduct						-\$289.25
				Installation	Quantity		Unit Price		Factor	Total
					0.50	x	-503.05	x	1.1500	-\$289.25
8	01 22 23 00-0421		DAY	9,500 Lb. Capacity, Mini-Excavator With Full-Time Operator						\$3,279.02
				Installation	Quantity		Unit Price		Factor	Total
					3.00	x	950.44	x	1.1500	\$3,279.02
				Used to breakup (with hammer attachment) paving, remove paving, and excavate for the generator pad.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
9	01 22 23 00-0421	0068		For Equipment Without Operator, Deduct	-\$289.25
			Installation	Quantity 0.50 x Unit Price -503.05 x Factor 1.1500 = Total -\$289.25	
10	01 22 23 00-0803		DAY	100 KW A/C Resistive Load Bank	\$211.72
			Installation	Quantity 0.50 x Unit Price 368.21 x Factor 1.1500 = Total \$211.72	
11	01 22 23 00-0824		EA	Fuel Reimbursement For GeneratorsPurchases made by the contractor for fuel will be reimbursed to the Contractor at the actual cost of the purchase, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The base cost of the purchase is \$1.00, quantity will adjust cost to actual purchase cost; i.e., quantity of 125 = \$125.00 purchase. If there are multiple purchases, each one shall be listed separately with a comment in the "note" block to identify the purchase.	\$2,640.00
			Installation	Quantity 2,640.00 x Unit Price 1.00 x Factor 1.0000 = Total \$2,640.00 440 gallons of diesel fuel at \$6.00 per gallon. Increased from \$4.00 due to the rise in petroleum products.	
12	01 22 23 00-1012		DAY	60 To 65 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$2,979.63
			Installation	Quantity 1.00 x Unit Price 2,590.98 x Factor 1.1500 = Total \$2,979.63 Rental crane service to install the generator on the pad.	
13	01 22 23 00-1459		DAY	4 CY Rear Dump Truck With Full-Time Truck Driver	\$1,024.80
			Installation	Quantity 1.00 x Unit Price 891.13 x Factor 1.1500 = Total \$1,024.80 Used to haul away spoils and then to haul in gravel.	
14	01 22 23 00-1459	0041		For Equipment Without Operator, Deduct	-\$236.79
			Installation	Quantity 0.50 x Unit Price -411.81 x Factor 1.1500 = Total -\$236.79	
15	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$328.44
			Installation	Quantity 1.00 x Unit Price 285.60 x Factor 1.1500 = Total \$328.44 Generator fuel delivery	
16	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$328.44
			Installation	Quantity 1.00 x Unit Price 285.60 x Factor 1.1500 = Total \$328.44 Haul in / out skidsteer	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
17	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$1,382.86
			Installation	Quantity 1.00 x Unit Price 1,202.49 x Factor 1.1500 = Total \$1,382.86	
Haul in / out excavator and various buckets / attachments					
18	01 74 19 00-0035		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	\$249.37
			Installation	Quantity 6.00 x Unit Price 36.14 x Factor 1.1500 = Total \$249.37	
19	01 74 19 00-0037		CYM	Hauling On Paved Roads, First 15 Miles	\$53.89
			Installation	Quantity 66.00 x Unit Price 0.71 x Factor 1.1500 = Total \$53.89	
Subtotal for 01 - General Requirements					\$15,738.62
02 - Site Work					
20	02 41 13 13-0020		SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving	\$284.10
			Installation	Quantity 17.12 x Unit Price 14.43 x Factor 1.1500 = Total \$284.10	
21	02 41 19 13-0058		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$912.20
			Installation	Quantity 1.00 x Unit Price 793.22 x Factor 1.1500 = Total \$912.20	
22	02 41 19 13-0177		EA	Drill 1-1/2" Diameter Core In >6" To 8" Brick/Concrete Block	\$124.65
			Installation	Quantity 3.00 x Unit Price 36.13 x Factor 1.1500 = Total \$124.65	
Subtotal for 02 - Site Work					\$1,320.95
03 - Concrete					
23	03 31 13 00-0009		SF	12" 3,000 PSI Slab On Grade Concrete Slab Assembly	\$2,675.98
			Installation	Quantity 154.00 x Unit Price 15.11 x Factor 1.1500 = Total \$2,675.98	
24	03 31 13 00-0009	0153		For 3,500 PSI Concrete, Add	\$42.50
			Installation	Quantity 154.00 x Unit Price 0.24 x Factor 1.1500 = Total \$42.50	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

03 - Concrete

25	03 31 13 00-0009	0159		For Up To 500, Add	\$724.34
				Installation	
			Quantity	Unit Price	Factor
			154.00	4.09	1.1500
			x	x	=
					Total
					\$724.34

Subtotal for 03 - Concrete

\$3,442.82

05 - Metals

26	05 52 13 00-0011		LF	1-1/2" Diameter, Schedule 40, Two Rail, Up To 42" High, Welded Steel Pipe Railing	\$1,052.96
				Installation	
			Quantity	Unit Price	Factor
			17.00	53.86	1.1500
			x	x	=
					Total
					\$1,052.96

Subtotal for 05 - Metals

\$1,052.96

09 - Finishes

27	09 91 13 00-0341		LF	1 Coat Primer, 1/2" To 1-1/2" Diameter, Paint Conduit Or Steel Pipe	\$72.85
				Installation	
			Quantity	Unit Price	Factor
			51.50	1.23	1.1500
			x	x	=
					Total
					\$72.85
28	09 91 13 00-0351		LF	2 Coats Paint, 1/2" To 1-1/2" Diameter, Paint Conduit Or Steel Pipe	\$156.35
				Installation	
			Quantity	Unit Price	Factor
			51.50	2.64	1.1500
			x	x	=
					Total
					\$156.35

Subtotal for 09 - Finishes

\$229.20

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

29	23 13 23 13-0015		EA	450 Gallon Double Wall Steel Day Tank (Tramont TRX)Includes rust-inhibitor coated interior and gray painted exterior.	\$8,922.83
				Installation	
			Quantity	Unit Price	Factor
			1.00	7,758.98	1.1500
			x	x	=
					Total
					\$8,922.83

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)

\$8,922.83

26 - Electrical

30	26 00 00 00-0005		LS	SCADA Upgrade -Micro-Tech Designs	\$16,040.20
				Installation	
			Quantity	Unit Price	Factor
			1.00	13,948.00	1.1500
			x	x	=
					Total
					\$16,040.20
					SCADA Upgrade Quote from Micro-Tech Designs
31	26 05 19 16-0123		MLF	#14 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable	\$432.06
				Installation	
			Quantity	Unit Price	Factor
			0.70	536.72	1.1500
			x	x	=
					Total
					\$432.06
32	26 05 19 16-0124		MLF	#12 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable	\$544.93
				Installation	
			Quantity	Unit Price	Factor
			0.70	676.93	1.1500
			x	x	=
					Total
					\$544.93

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
33	26 05 19 16-0129		MLF	#2 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable	\$319.94
			Installation	Quantity 0.08 x Unit Price 3,477.59 x Factor 1.1500 = Total \$319.94	
34	26 05 19 16-0139		MLF	500 MCM, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable	\$4,842.70
			Installation	Quantity 0.24 x Unit Price 17,546.01 x Factor 1.1500 = Total \$4,842.70	
35	26 05 29 00-0005		EA	Up To 1' Length x 1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel	\$214.48
			Installation	Quantity 10.00 x Unit Price 18.65 x Factor 1.1500 = Total \$214.48	
36	26 05 29 00-0085		EA	3/4" Diameter, Steel, Standard Pipe And Rigid Conduit Clamp For Unistrut Channel	\$151.46
			Installation	Quantity 30.00 x Unit Price 4.39 x Factor 1.1500 = Total \$151.45	
37	26 05 29 00-0093		EA	4" Diameter, Steel, Standard Pipe And Rigid Conduit Clamp For Unistrut Channel	\$21.21
			Installation	Quantity 2.00 x Unit Price 9.22 x Factor 1.1500 = Total \$21.21	
38	26 05 33 13-0063		LF	3/4" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling	\$1,230.39
			Installation	Quantity 130.00 x Unit Price 8.23 x Factor 1.1500 = Total \$1,230.39	
39	26 05 33 13-0063	0266		For Elevated Installation >10' To 15', Add	\$58.65
			Installation	Quantity 100.00 x Unit Price 0.51 x Factor 1.1500 = Total \$58.65	
40	26 05 33 13-0076		EA	3/4" Rigid Galvanized Steel (RGS) 90 Degree Standard Radius Elbow	\$220.39
			Installation	Quantity 6.00 x Unit Price 31.94 x Factor 1.1500 = Total \$220.39	
41	26 05 33 13-0076	0266		For Elevated Installation >10' To 15', Add	\$16.77
			Installation	Quantity 6.00 x Unit Price 2.43 x Factor 1.1500 = Total \$16.77	
42	26 05 33 13-0349		EA	3/4" Rigid Galvanized Steel (RGS) 3-Piece Conduit Coupling (Erickson)	\$223.04
			Installation	Quantity 5.00 x Unit Price 38.79 x Factor 1.1500 = Total \$223.04	
43	26 05 33 13-0349	0266		For Elevated Installation >10' To 15', Add	\$20.24
			Installation	Quantity 5.00 x Unit Price 3.52 x Factor 1.1500 = Total \$20.24	
44	26 05 33 13-0373		EA	3/4" Rigid Galvanized Steel (RGS) Water Tight Conduit Hubs	\$73.42
			Installation	Quantity 3.00 x Unit Price 21.28 x Factor 1.1500 = Total \$73.42	
45	26 05 33 13-0490		EA	3/4" x 1/2" Rigid Galvanized Steel (RGS) Reducing Bushing	\$45.61
			Installation	Quantity 3.00 x Unit Price 13.22 x Factor 1.1500 = Total \$45.61	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
46	26 05 33 13-1587		EA	4" Polyvinyl Chloride (PVC) Conduit Female Adapter	\$71.32
			Installation	Quantity 1.00 x Unit Price 62.02 x Factor 1.1500 = Total \$71.32	
47	26 05 33 13-1605		EA	3/4" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapter	\$45.16
			Installation	Quantity 3.00 x Unit Price 13.09 x Factor 1.1500 = Total \$45.16	
48	26 05 33 13-1872		LF	3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial	\$767.97
			Installation	Quantity 180.00 x Unit Price 3.71 x Factor 1.1500 = Total \$767.97	
49	26 05 33 13-1880		LF	4" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial	\$1,066.05
			Installation	Quantity 60.00 x Unit Price 15.45 x Factor 1.1500 = Total \$1,066.05	
50	26 05 33 13-1880	0358		For Schedule 80, Add	\$25.93
			Installation	Quantity 5.00 x Unit Price 4.51 x Factor 1.1500 = Total \$25.93	
51	26 05 33 13-1885		EA	3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$223.35
			Installation	Quantity 9.00 x Unit Price 21.58 x Factor 1.1500 = Total \$223.35	
52	26 05 33 13-1893		EA	4" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$320.64
			Installation	Quantity 3.00 x Unit Price 92.94 x Factor 1.1500 = Total \$320.64	
53	26 05 33 13-1911		EA	3/4" Polyvinyl Chloride (PVC) Conduit Female Adapter, Direct Burial	\$39.61
			Installation	Quantity 3.00 x Unit Price 11.48 x Factor 1.1500 = Total \$39.61	
54	26 05 33 13-1945		EA	4" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapter, Direct Burial	\$39.63
			Installation	Quantity 1.00 x Unit Price 34.46 x Factor 1.1500 = Total \$39.63	
55	26 05 33 13-2357		LF	1/2" Flexible Liquid Tight Metallic Conduit	\$82.59
			Installation	Quantity 18.00 x Unit Price 3.99 x Factor 1.1500 = Total \$82.59	
56	26 05 33 13-2357	0360		For Work In Restricted Working Space, Add	\$14.70
			Installation	Quantity 18.00 x Unit Price 0.71 x Factor 1.1500 = Total \$14.70	
57	26 05 33 13-2365		LF	4" Flexible Liquid Tight Metallic Conduit	\$251.79
			Installation	Quantity 5.00 x Unit Price 43.79 x Factor 1.1500 = Total \$251.79	
58	26 05 33 13-2365	0360		For Work In Restricted Working Space, Add	\$19.03
			Installation	Quantity 5.00 x Unit Price 3.31 x Factor 1.1500 = Total \$19.03	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 152498.00

Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
59	26 05 33 13-2368		EA	1/2" Straight Liquid Tight Connector	\$71.42
			Installation	Quantity 6.00 x Unit Price 10.35 x Factor 1.1500 = Total \$71.42	
60	26 05 33 13-2368	0360		For Work In Restricted Working Space, Add	\$13.04
			Installation	Quantity 6.00 x Unit Price 1.89 x Factor 1.1500 = Total \$13.04	
61	26 05 33 13-2376		EA	4" Straight Liquid Tight Connector	\$612.28
			Installation	Quantity 2.00 x Unit Price 266.21 x Factor 1.1500 = Total \$612.28	
62	26 05 33 13-2376	0360		For Work In Restricted Working Space, Add	\$15.23
			Installation	Quantity 2.00 x Unit Price 6.62 x Factor 1.1500 = Total \$15.23	
63	26 05 33 13-2551		EA	3/4" Type LB, Threaded, Two Hub Cast Aluminum Conduit Body With Cover	\$378.12
			Installation	Quantity 6.00 x Unit Price 54.80 x Factor 1.1500 = Total \$378.12	
64	26 05 33 13-2573		EA	3/4" Type T, Threaded, Three Hub Cast Aluminum Conduit Body With Cover	\$74.57
			Installation	Quantity 1.00 x Unit Price 64.84 x Factor 1.1500 = Total \$74.57	
65	26 05 33 13-2573	0309		For Work In Restricted Working Space, Add	\$17.41
			Installation	Quantity 1.00 x Unit Price 15.14 x Factor 1.1500 = Total \$17.41	
66	26 05 33 13-2584		EA	3/4" Type C, Threaded, Two Hub Cast Aluminum Conduit Body With Cover	\$126.71
			Installation	Quantity 2.00 x Unit Price 55.09 x Factor 1.1500 = Total \$126.71	
67	26 05 33 13-2584	0309		For Work In Restricted Working Space, Add	\$29.92
			Installation	Quantity 2.00 x Unit Price 13.01 x Factor 1.1500 = Total \$29.92	
68	26 05 33 13-2740		EA	3/4", Cutting Knockouts In-Place Metal Boxes Or Enclosures	\$50.78
			Installation	Quantity 3.00 x Unit Price 14.72 x Factor 1.1500 = Total \$50.78	
69	26 32 13 13-0017		EA	275 KW, 3 Phase, Standby Diesel Generator Set (Cummins)	\$105,808.06
			Installation	Quantity 1.00 x Unit Price 92,007.01 x Factor 1.1500 = Total \$105,808.06	
70	26 32 13 13-0017	0374		For Weather Resistant Steel Diesel Generator Enclosure, Add	\$57,508.33
			Installation	Quantity 1.00 x Unit Price 50,007.24 x Factor 1.1500 = Total \$57,508.33	
Subtotal for 26 - Electrical					\$192,129.13

31 - Earthwork

Contractor's Price Proposal - Detail Continues..

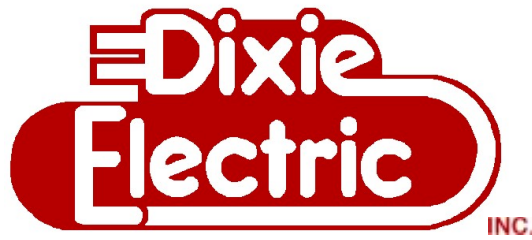
Work Order Number: 152498.00
Work Order Title: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation

Proposal Name: CUMBERLAND - Ridgedale Reservoir Pump Station Generator Installation
Proposal Value: \$229,450.10

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
71	31 05 16 00-0008		CY	#57 Stone Aggregate Fill (3/8" To 1")	\$250.10
			Installation	Quantity 4.00 x Unit Price 54.37 x Factor 1.1500 = Total \$250.10	
72	31 05 16 00-0008	0053		For Up To 8, Add	\$50.00
			Installation	Quantity 4.00 x Unit Price 10.87 x Factor 1.1500 = Total \$50.00	
73	31 23 16 13-0003		CY	Over 12" Wide, Excavation for Trenching by Machine in Soil	\$350.52
			Installation	Quantity 60.00 x Unit Price 5.08 x Factor 1.1500 = Total \$350.52	
74	31 23 16 13-0003	0064		For >50 To 250, Add	\$140.07
			Installation	Quantity 60.00 x Unit Price 2.03 x Factor 1.1500 = Total \$140.07	
75	31 23 16 36-0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera	\$24.66
			Installation	Quantity 4.00 x Unit Price 5.36 x Factor 1.1500 = Total \$24.66	
76	31 23 16 36-0021	0022		For Up To 20, Add	\$24.66
			Installation	Quantity 4.00 x Unit Price 5.36 x Factor 1.1500 = Total \$24.66	
Subtotal for 31 - Earthwork					\$840.01
32 - Exterior Improvements					
77	32 39 13 00-0003		LF	4" Steel Pipe Bollard, Schedule 40, Painted Or Powder Coated	\$5,327.38
			Installation	Quantity 50.00 x Unit Price 92.65 x Factor 1.1500 = Total \$5,327.38	
78	32 39 13 00-0003	0326	LF	For Concrete Fill, Add Per LF Of Pipe Bollard	\$446.20
			Installation	Quantity 50.00 x Unit Price 7.76 x Factor 1.1500 = Total \$446.20	
Subtotal for 32 - Exterior Improvements					\$5,773.58
Proposal Total					\$229,450.10

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 6.99%



8803 Baltimore National Pike Middletown, MD 21769

301-473-4665

The Details Make the Difference

April 1, 2026

City of Cumberland
20 Bedford Street
Cumberland, MD 21502

Attn: Robert Smith
Re: Ridgedale Water Pump Station Backup Generator Installation Revised

Gentlemen,

We are pleased to offer for your consideration the following proposed scope of work for the installation of a backup generator at the Ridgedale Water Pump Station.

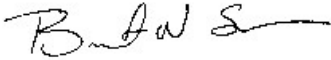
Scope of Work Included:

1. Procure an electrical permit and all required electrical inspections.
2. Provide all required labor to remove the existing pin & sleeve connector on the exterior of the building.
3. Provide all required labor and equipment to sawcut and remove pavement, excavate for, and prep as needed for a new concrete generator pad.
4. Provide all required labor and equipment to construct one poured in place concrete pad for the generator. The pad is to be roughly 11' wide x 14' long. The pad is to be slightly above grade on the uphill side which will result in it being out of the ground approximately 16 to 20 inches on the downhill side.
5. Furnish and install one handrail along the edge of the generator pad. The handrail is to start at the edge of the generator facing the I-68 on ramp and then turn and run along the rear of the generator pad to prevent a technician from inadvertently stepping or falling off the pad.
6. Furnish and install concrete filled vehicular protection bollards along the uphill side of the generator pad.
7. Provide all required labor and equipment to trench from the building to the generator location for underground electrical conduits.
8. Furnish and install one run of 4" conduit from the existing LB conduit body at the building to the generator for power wiring to tie into the termination box within the building.
9. Furnish and install one run of ¾" conduit from the building to the generator to generator for generator start/stop control wiring from the existing transfer switch.
10. Furnish and install one run of ¾" conduit from the building to the generator for battery charger and coolant jacket heater power wiring from the existing panelboard within the MCC.
11. Furnish and install one run of ¾" conduit from the building to the generator for generator alarms wiring from the SCADA enclosure. Alarms to include generator running and general generator fault.
12. Furnish and install one Generac Industrial 275kW diesel fired backup generator with steel weather protective enclosure and 24 hour subbase fuel tank.
13. Provide 2 hour load bank testing, 90 minute building load testing, and owner training with three sets of manuals.
14. Provide the services of Micro-Tech Designs to upgrade the existing SCADA system within the pump station as well as the main HMI screens at the head end equipment to allow for the addition of generator alarms as well as to install timing relays wired to the controls of the four pumps to stagger the start of the pumps to avoid overloading the generator.

Clarifications & Exclusions:

1. Rock removal is not included. If, while digging to the required depth for the underground conduits and the generator pad, rock is encountered that cannot be dug through, it will have to be removed at additional expense.
2. Engineered / sealed drawings for the generator pad are not included. The concrete pad included is a standard slab on grade pad with wire mesh reinforcement.
3. Maintenance of traffic – barricades, flagmen, road closures/detours, and or signage is not included as we do not know what the state may require.
4. Electrical repairs and/or upgrades to existing wiring or equipment, other than the SCADA system, are not included.
5. All work is to take place during regular business hours.
6. All labor is open shop, non-prevailing wage.

Thank you,

A handwritten signature in black ink, appearing to read "Brent W. Spear", with a stylized flourish at the end.

Brent W. Spear,
Vice President of Operations

**Micro-Tech Designs**

4312 Black Rock Rd., Suite 1
Hampstead, MD 21074-2641
Phone (410) 239-2885
Fax (410) 239-3736

QUOTE*We're In Control*

February 20, 2026

Mr. Brent Spear
Dixie Electric, Inc.
6907 Baltimore National Pike
Frederick, MD 21702
(301) 473-4665
fax: (301) 473-4119

Re.: Ridgedale Reservoir PS Modifications

Dear Mr. Spear,

We are pleased to quote on the following scope of work for the above project:

See Attached "Scope of Work"

Lot Price \$13,948.00

Applicable tariffs and taxes are not included

The above quotation is valid for 30 days

Micro-Tech Designs, Inc. (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.

Quotation assumes NET 30 payment terms with payment by check. EFT, ACH and Credit Card payments are subject to approval prior to order acceptance. Credit Card payments will be subject to a surcharge of up to 7%. If there are any questions concerning the above, please contact me. I look forward to working with you and your staff on this and future projects.

Sincerely,
Micro-Tech Designs

William A. Lipinski III



Micro-Tech Designs

4312 Black Rock Road, Suite 1

Hampstead, MD 21074-1696

Phone (410) 239-2885

Fax (410) 239-3736

We're In Control

Ridgedale Reservoir PS Modifications

SCOPE OF WORK

- 1 - Pump Station Control Panel. Modifications to the existing Control Panel will include the following:
 - Demolish existing 16pt. Discrete Input Module (*return to owner as spare*)
 - Provide new 32pt. Discrete Input Module
 - Field Installation
 - PLC Program Modifications to monitor Generator Running and Fault
 - OIT Screen Modifications for Generator Status
 - Update As-built Documentation
- 1 - Motor Control Center. Modifications to the existing MCC will include the following:
 - Provide new Start Delay Timers for Ridgedale Pumps No.1 and No.2
 - Provide new Start Delay Timers for Seneca Pumps No.1 and No.2
 - Field Installation
 - Update As-built Documentation
- 1 - SCADA HMI Integration
 - Modify existing HMI Screens for additional Generator signals from Ridegdale Reservoir Pump Station

Notes:

1. *Unless specifically mentioned above, quotation does not include field installation or wiring of any kind.*
2. *Standard 1-Year warranty applies.*
3. *Offloading of equipment will be the responsibility of the receiving party.*
4. *On-site services are to take place during normal business hours (7am-4pm, Mon-Fri) unless noted otherwise.*
5. *Video recording of training sessions is not included and is subject to approval by the instructor/manufacturer.*
6. *Micro-Tech Designs (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.*
7. *No spare parts provided.*
8. *Items or services specifically excluded to be provided by others includes but is not limited to:*
 - a. *Conduit/Wire*
 - b. *Generator Controls*

Cancellation Schedule:

In the event of cancellation, either in part or total, the following percentages in reference to the entire purchase order price, or application portions thereof, will apply:

After receipt of order but prior to completed approval drawings/submittals 15%
After approval drawing/submittal completion but prior to release 40%
Prior to fabrication commencement but after major components purchase 60%
After commencement of fabrication but prior to assembly 80%
After commencement of assembly 100%

File Attachments for Item:

. Order 27,985 - authorizing the City Administrator to execute the FY26 Maryland Energy Administration Grant Agreement with the Maryland Energy Administration to provide the City a grant in the amount of \$429,000 to modernize HVAC controls at the Public Safety Building, and authorizing the City Comptroller to accept the grant funding



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

ORDER NO. 27,985

DATE: April 7, 2026

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

THAT, the City Administrator be and is hereby authorized to execute the FY26 Maryland Energy Administration Grant Agreement with the Maryland Energy Administration (MEA) to provide the City a grant in the amount of Four Hundred Twenty Nine Thousand Dollars and No Cents (\$429,000.00), to modernize HVAC controls at the Public Safety Building; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept the grant funding.

Raymond M. Morriss, Mayor

MEA Grant No. 2026-04-TBD PCA

Council Agenda Summary

Meeting Date: 4/7/26

Key Staff Contact: Robert Smith P.E., Jeff Silka

Item Title: Grant Agreement between MEA & City of Cumberland for City of Cumberland Public Safety Building Electrification

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

The Maryland Energy Administration (MEA) Grant Agreement is between MEA and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$429,000.00 to be used on the HVAC controls of the public safety building. This will allow for Jeff Silka (the authorized contact) to sign the electronic version of the grant agreement.

Amount of Award: \$429,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant

ATTACHMENT A

General Provisions

1. Definitions

- A. “Grant Agreement” means a written agreement between MEA and a grantee with respect to a grant.
- B. “Grantee” means a recipient of a grant under an MEA grant program.
- C. “Environmental Standards” means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee’s obligations pursuant to a Grant Agreement.
- D. “MEA Program Manager” means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.
- E. “Program” means an MEA grant program identified and detailed on the MEA website.
- F. “Project” means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.
- G. “Project Site” means the location of a Project or a portion of a Project.

2. MEA Grant Timeframes

- A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.
- B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.
- C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.

3. Extensions

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee's control.

4. Retention of documents

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's representatives, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

5. Communications with MEA; Updating IRS W-9 form

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

6. Subject to Funding Availability

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

7. Location within Maryland

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

8. Payment of Grant Funds

A. After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has

met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted.

B. MEA payments to Grantee are not assignable and all grant funds will be disbursed to the Grantee consistent with the Grant Agreement.

9. Non-payment of Grant Funds; Disallowance of Grant Funds for Violation of Grant Agreement; Reconsideration of Non-payment or Disallowance of Grant Funds

A. Unless otherwise specified in the Grant Agreement, MEA will not disburse grant funds for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

B. Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

C. If MEA withholds or disallows payment of Grant funds, MEA shall provide Grantee with its determination in writing and set forth a summary of the reasons for its determination. A Grantee may request reconsideration of a determination by MEA to withhold or disallow payment of Grant funds within 15 business days of the date of the written determination notifying the Grantee of the decision.

10. Nondiscrimination Provision

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

11. Compliance with Relevant Certifications, Licenses, And Requirements

A. The Grantee shall be responsible for compliance with the following:

(1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.

(2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.

(3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

12. False Statement or Report

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

13. Historic Preservation Review

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

14. Maryland Saved Harmless

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

15. Environmental Standards and Liability

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.

B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (1) Immediately notify the MEA Program Manager or designee of the incident, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for:

- (1) All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and
- (2) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

16. Liability Insurance

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to

purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

17. Monitoring and Evaluation

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines, estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

18. MEA Access to Project Site

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are fully satisfied.

(2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.

(3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.

(4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.

(5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

19. Participation in Marketing and Public Events; Signage

A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA-organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.

B. The Grantee shall invite MEA in writing, which can include email, to any Grantee-organized media event regarding the Project.

C. The Grantee shall notify MEA prior to any media coverage regarding the Project including but not limited to press releases and announcements; and, unless otherwise specified in the Grant Agreement, shall reference MEA grant funds under the Grant Agreement in any such media coverage.

D. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee-produced project signage and may elect to provide any required signage.

20. Maryland Public Information Act; Use of Project Information

A. All information submitted to MEA is subject to the Maryland Public Information Act, Md. Code Ann., General Provisions §§ 4-101 to 4-601, ("PIA"). If a grantee believes information is confidential and therefore should be exempt from disclosure under the PIA, the grantee should clearly mark this information and identify it by page and section or line number. Upon request for information from a third party, MEA is required to make an independent determination whether the information must be disclosed under the PIA. Designating information as confidential does not guarantee that it will be exempt from disclosure.

B. The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult

with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

21. Project Location Workforce Requirement

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

22. American Manufactured Goods

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

23. Maryland Law Prevails

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

24. Grant Agreement Binding on Successors and Assigns

The Grant Agreement shall bind the respective successors and assigns of the parties.

25. Transfer of Grant Agreement

The Grantee may not sell, transfer, or delegate any of its obligations under the Grant Agreement to another entity without prior written consent of MEA. Consent is not guaranteed and is at the sole discretion of MEA. Examples of factors that might lead to a denial of consent include a change in the Grantee's federal tax identification number, or a requested modification that is inconsistent with the requirements of the Program.

26. Amendments to the Grant Agreement

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

27. Merger

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or

obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

28. Non-waiver of Rights; Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

29. Attestations

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;
- B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;
- C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;
- D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or the Agreement;
- E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;
- F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and
- G. The Grantee is not in default on any financial obligation to the State or MEA.



Wes Moore, Governor
Aruna Miller, Lt. Governor
Kelly Speakes-Backman, Director

Date: 3/17/2026

Mayor and City Council of Cumberland
57 N Liberty Street, Cumberland, MD, 21502
52-6000786
Jeffrey Silka, City Administrator

Local Government Energy Modernization Program
Grant Number: 2026-04-TBD PCA
Grant Amount: \$429,000
Anticipated Grant End Date: 6/30/2028
Grant Award Description: City of Cumberland Public Safety Building Electrification

Re: Award Notification and Commitment of Funds for Fiscal Year 2026

Dear Mayor and City Council of Cumberland,

The Maryland Energy Administration (“MEA”) through this letter (“Award Letter”) notifies you that Mayor and City Council of Cumberland (“Applicant”) has been awarded a grant in the amount of \$429,000 (“Award”) for the proposal submitted in the application dated December 3, 2025 to the Local Government Energy Modernization Program Area of Interest 4 (“Program”), subject to the conditions described below. This Award Letter is being offered to fund the following measure(s): Natural gas hot water heater to heat pump electrification and HVAC Controls. The natural gas boiler electrification was not competitively selected for funding due to electric boilers not being listed as an eligible measure in the Funding Opportunity Announcement.

MEA may rescind this Award if the Applicant does not agree to comply with all Program requirements set forth in the Funding Opportunity Announcement (FOA), the Grant Agreement General Provisions, and the Additional Terms and Conditions stated below. In addition, the Award is conditioned on the execution of a Grant Agreement between MEA and the Applicant within the time frame MEA will specify. For situations where the scope of work is not part of the Funding Opportunity Announcement, the Applicant and MEA must develop a scope of work, which will be incorporated into the Grant Agreement.

Prior to execution of the Grant Agreement, grant funds are subject to change in amount and availability. This program is funded through the Dedicated Purpose Account, for which MEA is still seeking fiscal year 2026 appropriation authority. Budget appropriation for this program is anticipated by the end of the 2026 Session of the General Assembly of Maryland, but is not guaranteed. MEA will not reimburse the Grantee for costs incurred prior to the Effective Date of the Grant Agreement unless MEA agrees otherwise in writing.

The following constitute Additional Terms and Conditions of this Award:

1. Deadline for Execution of Award Letter

The Applicant shall return this fully executed Award Letter to MEA by 10 days after the date of this Award Letter unless MEA extends this deadline.

2. Assignment

This Award is not assignable or transferable. Any change to the Applicant's name, federal tax identification number, or mailing address may invalidate this Award.

3. Merger

No statements, agreements, or representations, oral or written, that have been made to the Applicant or to any employee or agent of the Applicant, either by MEA or by an employee or agent acting on behalf of MEA, with respect to the Program or this Award, shall be of any force or effect, except to the extent stated in this Award Letter. This Award may not be changed except by written agreement signed by MEA.

4. Governing Law

(a) This Award shall be governed by and construed under the laws of the State of Maryland.

(b) If any term, covenant, or condition of this Award is held to be invalid, illegal, or unenforceable in any respect, this Award shall be construed without such provision to the fullest extent possible and shall remain in full force and effect.

5. Survival of obligations

The obligations the Applicant agrees to in executing this Award Letter shall survive the execution of the Grant Agreement. In the event of any conflict between this Award Letter and the Grant Agreement, the Grant Agreement shall prevail.

Lacey Allor serves as the grant manager for this Program and will contact you soon to execute the Grant Agreement. Lacey Allor can be reached via email at msec.mea@maryland.gov.

Congratulations to your organization on its successful proposal.

NOTE: THIS IS A BINDING LEGAL DOCUMENT. IF YOU HAVE QUESTIONS CONCERNING ANY OF ITS PROVISIONS, YOU SHOULD CONSULT YOUR LEGAL COUNSEL BEFORE EXECUTING THIS DOCUMENT.

[Signature Page to Follow]

Sincerely,

Signed by:

Kelly Speakes-Backman

7595BF6DF0414D5...
Kelly Speakes-Backman

Director

MARYLAND ENERGY ADMINISTRATION

ACCEPTED:

DocuSigned by:

Jeffrey F Silka

07400EC80C848C...
Name: Jeffrey Silka

Position: City Administrator

Mayor and City Council of Cumberland

Attachments:

1. Attachment A: Grant Agreement General Provisions Version 3 for Fiscal Year 2026
2. Attachment B: Local Government Energy Modernization Program Area of Interest 4 Funding Opportunity Announcement

cc: Lacey Allor

File Attachments for Item:

. Order 27,986 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$150,000 in funding for the “Fire Suppression System Grant Program”, authorizing the City Comptroller to accept said grant funds and authorizing the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds



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

ORDER NO. 27,986

DATE: April 7, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Strategic Demolition Fund Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) in funding for the “Fire Suppression System Grant Program”; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

Raymond M. Morriss, Mayor

Award: SDF-2026-Cumberland-00192

Council Agenda Summary

Meeting Date: April 7, 2026

Key Staff Contact: Melinda Kelleher – Main Street Manager (for Historic Preservation Planner)

Item Title:

Maryland Dept. of Housing and Community Development (DHCD) Strategic Demolition Fire Suppression System Program (SDF-2026-Cumberland-00192)

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

This is for the Mayor's signature on the grant agreement. Implementation of a fire suppression grant to commercial or mixed-used building owners is to lower the financial barriers associated with the installation of such systems. For addresses within the City of Cumberland's Sustainable Communities boundaries. Match from grantees required.

Amount of Award: \$150,000

Budget number: N/A

Grant, bond, etc. reference: N/A

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland

AWARD ID#: SDF-2026-Cumberland-00192

PROJECT NAME: Fire Suppression System Grant Program

☐

Strategic Demolition Fund – Program Grant Agreement

☐

Exhibit A SDF-2026-Cumberland-00192

**- Project Description, Project Address(es), Additional
Information, and Special Conditions**

☐

Exhibit B SDF-2026-Cumberland-00192

- Project Budget

☐

Exhibit C SDF-2026-Cumberland-00192

- Project Schedule

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated as a Sustainable Community under §6-205 of the Act or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **One Hundred Fifty Thousand Dollars (\$150,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2026-Cumberland-00192 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2026-Cumberland-00192. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.
- f) The Department may assess on to the Grantee an agreement processing and servicing fee

the Completion Date by providing Grantee with prior written notice of such extension.

- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Building Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2026-Cumberland-00192.

if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the “**Records**”). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.

- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
 - iii) Grantee shall cause to be maintained for the Department’s inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.
- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.
- c) Reports.
- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
 - ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the “**Final Report**”), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
 - iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the “**Collateral**”) or is used to fund a loan to a subrecipient (a “**Loan**”) and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
 - iv) In addition to the requirements set forth above, Grantee shall provide the

Agreement.

- f) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a government agency, including a housing authority, with jurisdiction in the Area, or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an **"Interested Person"**), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the **"Conflict of Interest Policy"**) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee makes the following certifications:

of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq.; Md. Code Ann. Local Gov't §9-201, 9-202; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and

approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502
Attention: Mr. Ken Tressler

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.
- 32) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____ (SEAL)

Name: The Honorable Raymond Morriss

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, a
principal department of the State of
Maryland**

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the
Department/Effective Date

Approved for form and
legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special
Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT B – SDF-2026-Cumberland-00192**PROJECT BUDGET****Project Name:**

Fire Suppression System Grant Program

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$150,000	\$0	\$0	Property/Business Owner Match	\$150,000	\$300,000
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$150,000	\$0	\$0		\$150,000	\$300,000

Total Award: \$150,000**Total Project Cost: \$300,000**

File Attachments for Item:

. Order 27,987 - authorizing participation in the proposed settlement with the Remnant Defendants Settlement Agreement (RDSA) and authorizing the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved

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

ORDER NO. 27,987

DATE: April 7, 2026

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

THAT, participation in the proposed settlement with the Remnant Defendants Settlement Agreement (RDSA) and with the six (6)-Defendants group (i.e., Associated Pharmacies, Inc. (and American Associated Pharmacies); JM Smith Co.; Morris and Dickson; Louisiana Wholesale Drug Company, Inc.; North Carolina Wholesale Drug Company, Inc.; and UNFI/SuperValu.) be and hereby approved; and

BE IT FURTHER ORDERED THAT, the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator, be and are authorized to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved by the majority of Maryland and other states' plaintiffs.

Raymond M. Morriss, Mayor