



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: August 06, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation of a Certificate of Recognition to the Benefactor of the City Christmas Tree

Approval of Minutes

1. Approving the Closed Session Minutes, Open Work Session Minutes and the Regular Session Minutes of July 15, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4019 (*2nd & 3rd readings*) - to repeal and reenact Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90 inclusive) pertaining to parades and special events
2. Ordinance 4020 (*2nd & 3rd readings*) - authorizing the transfer of 491-493 Baltimore Avenue to American Rentals LLC, an adjacent property owner, in exchange for the demolition cost of \$6,500 to be paid by purchaser

New Business

(A) Ordinances

- [1.](#) Ordinance 4021 (*1st reading*) - authorizing the transfer of 315 Bond Street to Christiansen Properties, LLC for the purchase price of \$500
- [2.](#) Ordinance 4022 (*1st reading*) - authorizing the transfer of 310 Columbia Street to Vintage Home Renovation & Properties, LLC for the purchase price of \$6,600
- [3.](#) Ordinance 4023 (*1st reading*) - authorizing the transfer of 111, 113 and 117 Independence Street to Charles Welch for the purchase price of \$600
- [4.](#) Ordinance 4024 (*1st reading*) - authorizing the transfer of 218 Park Street to Joseph Simpson III for the purchase price of \$101
- [5.](#) Ordinance 4025 (*1st reading*) - authorizing the transfer of 461 Goethe Street to SP Marin Trust for the purchase price of \$500
- [6.](#) Ordinance 4026 (*1st reading*) - authorizing the transfer of 463 Goethe Street to SP Marin Trust for the purchase price of \$500
- [7.](#) Ordinance 4027 (*1st reading*) - abrogating Ordinance No. 3976 and authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, decreasing the number of dwelling units and other incidental matters

(B) Orders (Consent Agenda)

- [1.](#) Order 27,787 - authorizing the Acting Chief of Police to accept the FY26 Community Grant in the amount of \$40,000 to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols, as well as attend PLAY program events
- [2.](#) Order 27,788 - authorizing the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,295 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse
- [3.](#) Order 27,789 - authorizing the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation
- [4.](#) Order 27,790 - accepting the proposal from Quality Pipe Cleaning Co., Inc. to perform pipe jetting services for debris removal at the Mill Race CSO building in the amount not to exceed \$31,234
- [5.](#) Order 27,791 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane (DBA Stuck Enterprises) in the not to exceed amount of

\$290,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)

- [6.](#) Order 27,792 - authorizing the Acting Chief of Police to accept the FY26 Police Recruitment and Retention Grant from the Governor's Office for Crime Control and Prevention in the amount of \$23,310 to assist with the state-wide shortage of police candidates by providing funds to help local agencies recruit and retain police officers
- [7.](#) Order 27,793 - accepting the bid from Laurel Auto Group Inc. for two 2025 Ford Interceptor Utility Police vehicles, including upfit, at a cost of \$60,525.90 per vehicle for a total cost not to exceed \$121,051.80
- [8.](#) Order 27,794 - authorizing the Acting Chief of Police to accept the FY26 Entertainment Security Grant in the amount of \$48,126 to purchase signage and barricades for events and provide funding for officers to attend community events and conduct foot and bike patrols
- [9.](#) Order 27,795 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000, when added to the community groups detailed in Order 27,796, also dated August 6, 2025
- [10.](#) Order 27,796 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000 when added to the community groups detailed in Order 27,795, also dated August 6, 2025
- [11.](#) Order 27,797 - 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 "Savage Mountain Punk Festival " Event on August 9, 2025 from 5:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted
- [12.](#) Order 27,798 - rescinding Order No. 27,781 originally approved on July 15, 2025 due to changes requested by New Cingular Wireless after original approval, and authorizing the execution of a Second Amendment to a Lease Agreement with Cingular Wireless PCS, LLC for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter
- [13.](#) Order 27,799 - authorizing the bids from Belt Paving, Inc. and/or IA Construction Corporation for the purchase of Black Top Materials for Spring Street Paving Projects in the not to exceed amount of \$400,000, based on product availability when needed
- [14.](#) Order 27,800 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$287,500 for the entire fiscal year
- [15.](#) Order 27,801 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$41,000 for the entire fiscal year

- [16.](#) Order 27,802 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$41,000 for the entire fiscal year
- [17.](#) Order 27,803 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$41,000 for the entire fiscal year
- [18.](#) Order 27,804 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$41,000 for the entire fiscal year
- [19.](#) Order 27,805 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
- [20.](#) Order 27,806 - accepting the proposal from CDW-G for the purchase of the Palo Alto PA-1420 yearly support and software subscriptions to provide updates and maintenance for the City's Firewalls in the amount not to exceed \$40,395.01
- [21.](#) Order 27,807 - authorizing the execution of Change Order No. 2 with Harbel Inc., for additional work not specified in the original contract for pier cap repair and safety lagging for the Marion Street Bridge Repairs (City Project 2023-12-BRDG) in the amount of \$100,362.99, bringing the new contract value to \$369,775.06
- [22.](#) Order 27,808 - accepting the proposal from Vialytics for software to aid with pavement management that will help inform yearly pavement plans in the annual cost of \$15,908.64 plus a one-time Onboarding and Training fee of \$950, for a total not to exceed cost of \$64,584.56, with the cost broken down annually for four years
- [23.](#) Order 27,809 - accepting the bids from Allegany Aggregates, Inc./Allegany Concrete and/or American Concrete, LLC and/or Red Barn Concrete for the purchase of Concrete Materials in the not to exceed amount of \$100,000, based on product availability when needed
- [24.](#) Order 27,810 - Rescinding Order 27,705, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 305 Washington St. (Tax No. 06-042007) owned by Hemlock Leasing LLC, based on total eligible project costs of \$81,390 for a Property Tax Credit of \$8,139 valid for 5 years and a Property Tax Assessment Freeze for 3 years
- [25.](#) Order 27,811 - rescinding Order 27,709, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit for property at 208 Washington St. (Tax No. 06-029736) owned by Mike Clark, based on total eligible project costs of \$14,565.73 for a Property Tax Credit of \$1,456.57 valid for 5 years
- [26.](#) Order 27,812 - rescinding Order 27,710 originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 619 Washington St. (Tax No. 06-035418) owned by Mary Margaret Dusenbery, based on total eligible project costs of \$270,800 for a

Property Tax Credit of \$13,540 valid for 5 years and a Property Tax Assessment Freeze for 6 years

- [27.](#) Order 27,813 - authorizing the requirement that persons entering any City-owned building must wear a shirt, pants and shoes

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes and the Regular Session Minutes of July 15, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, July 15, 2025; 4:30 p.m.

On July 15, 2025, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance, to consider the acquisition of real property for a public purpose and matters directly related to the acquisition, and to receive the advice of the City Solicitor regarding litigation pertaining to CSX. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; City Solicitor, Michael Cohen; Robert Smith; City Engineer, and Erik Pilks; representation for CSX



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, July 15, 2025; 5:15 pm

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

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

Media: Hannah Fout, WCBC and Katelynn Winebrenner, Cumberland Times News

I. DISCUSSION ON THE HOTEL/MOTEL GRANT

Mr. Silka opened the discussion and directed the Mayor and City Councilmembers to provide their allocations for FY26 funding. Councilman Cioni advised that he would like to see funding provided for the Cumberland Theatre for \$ 3,500, even though they did not submit all of the required documents, based on the long-standing relationship the City has with the organization. Mr. Silka updated on a new electronic application format for next

year's applicants that does not allow the recipient to advance through the application process without completing the requirements.

II. DISCUSSION ON A FIELD HOUSE

Mr. Silka updated that the CEDC is guiding the process, and the first step is to complete a feasibility study. They have applied for 75% of the grant funding to cover the cost, and then an RFP would be available for consultants. The study would be comprehensive, taking into consideration demographics, economic impact, community assets, and an independent assessment of what is needed for an athletic facility, as well as the marketability of the location to attract events. The study will be conducted within the next six months.

III. CITY ADMINISTRATOR UPDATES

Mr. Silka presented updates to the Council Members:

- As we approach the 250th anniversary of our country in 2026, there is a limited amount of grant funding available for this occasion. He has suggested forming a small committee to coordinate city activities and utilize the funds to hire interns who will assist in planning the celebration events.
- A site visit to Mason's Sports Complex revealed that the fields could not open due to floodwaters damaging the soil beneath. Contractors will be hired to level the ground and lay new sod in the area.
- July 28, 2025, at 6:00-7:30 PM, a Public Session will be held for the Comprehensive Plan Study.
- Applications for the Citizens Local Government Academy will be available at the end of the month for the second session starting on September 11, 2025.
- Jason Bennett is still awaiting feedback from the judges about the parking situation.
- The August meeting will be rescheduled to August 6, 2025.
- Dates for scheduling a Goal Setting session will be sent out, and Mr. Silka will be on vacation the following week.

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF JULY 15, 2025

- Mr. Silka updated the agenda items of specific interest:
- Ordinance 4019 refers to the DDC permit and appeals process for the events application.
- Order #6 renewal of the LGIT Municipal Insurance coverages.
- Order #7 is for the Choose Cumberland relocation package, and one person has backed out of the process.
- Order #11 is for Thermoplastic markings for downtown.
- Order #12 refers to the three-year collective bargaining agreement with AFSCME.
- Order #15 refers to adopting the new City Seal.
- Order #20 refers to the Carolina Tower Christmas Tree that will be purchased by a private benefactor who will be presented at the 2nd Mayor and City Council meeting in August.
- Order #21 refers to the updated Sexual Harassment Policy.

V. MAYOR AND CITY COUNCIL UPDATES

- Concrete footers have been laid for the construction of Chipotle.
- The Canal Place drew a large turnout for both the Fireworks and Friday After 5 events, and Queen City Funk and Soul will perform at the next event on August 22nd.
- Levitt AMP is every Thursday at 6:45 PM

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:55 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: July 15, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

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

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Monday, July 15, 2025 for the purpose of immediately closing the meeting to discuss issues pertaining to an employee's work performance, to consider the acquisition of real property for a public purpose and matters directly related to the acquisition, and to receive the advice of the City Solicitor regarding litigation pertaining to CSX. Authority to close the session is provided by Sections 3-305(b)(1)(i), (b)(3) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland.

Presentations

1. Recognition of the Allegany High School baseball team for their Class 1A State Championship victory

Mayor Morriss spoke of the team and congratulated them for their representation to the County and the City and read the certificate into record. Coach Jonathan presented players present:

- Justin Watfield; catcher
- Cole Ricker; 2B
- Cohen Madden; SS
- Eli Eins; RF
- Landon Ansell
- Liam Buck; DH
- Max Fradiska; Utility

A photo was taken with the Mayor and City Council Members as well as Coach Shawn Fradiska.

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

Chief Adams, of the Cumberland Fire Department, spoke of an incident that occurred on June 6, 2024, at the Constitution Park tennis courts when Mr. Hines went into cardiac arrest. CPR was initiated, and first responders arrived within six minutes. Advanced life support skills were initiated, including the use of a cardiac monitor and defibrillator, along with various other medical procedures, and the patient's pulse was quickly restored. From the time of the initial 911 call until the patient arrived at the hospital, only 24 minutes had elapsed.

Chief Adams gave recognition to the first responders on the scene that day: Lieutenant Timothy Malone, Equipment Operator John Monahan, Fire Fighters Jeffrey Teter, Brayden Pennington, and Isaiah Carrington, who was on his first shift as a Paramedic. A photo was taken with the Mayor, City Council Members, and Mr. Hines

V. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for June 2025

(B) Public Works

1. Maintenance Division Monthly Report for June 2025

(C) Fire Department

1. Fire Department Monthly Report for June 2025

(D) Police Department

1. Police Department Monthly Report for June 2025

(E) Utilities- Flood, Water, Sewer

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

VI. Approval of Minutes

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

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

VII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No one signed up to speak

VIII. Unfinished Business

(A) Ordinances

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

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

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

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

IX. New Business

(A) Ordinances

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

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

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 Furstenberg, 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 Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

2. Order 27,765 - authorizing the Acting Chief of Police to accept the FY26 Sex Offender Compliance grant in the amount of \$19,856 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
3. Order 27,766 - accepting the proposal from Diehl's Ford Sales Inc. for the purchase of two new Ford F150's to be used in daily operations by the Street and Sewer departments in the amount not to exceed \$87,857.12
4. Order 27,767 - authorizing the Acting Chief of Police to accept an FY26 MCIN grant entitled "Allegany County MCIN Coalition Program" in the amount of \$334,230 for the period 7/1/25 – 6/30/26 for personnel and overtime costs associated with the Cumberland Police Department's focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking
5. Order 27,768 - authorizing the distribution of the MD Department of Housing and Community Development (DHCD) Project Restore 2.0 grant in the amount of \$50,000 each to the sub-grant applicants to revitalize downtown buildings owned by the sub-applicants: Sprinkles Candy Bar, 7 North Liberty Street and Loney's Flower Bar, 11 North Liberty Street
6. Order 27,769 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY26 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$482,208
7. Order 27,770 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Matthew DiGirolamo, Kendra Cooper, Alec Gibson, Enrique Vigil and Peter Mezensky in an amount not to exceed \$20,000 per individual (City match \$10,000, Grant \$10,000) with the cumulative programmatic City amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development
8. Order 27,771 - declaring real property at 203 Baltimore Street to be surplus property to be offered for sale

9. Order 27,772 - awarding a one year extension of the Grass Mowing Non-Residential Contract (City Project 2022-15-M) to Service Pro, LLC in the not to exceed amount of \$65,757 for the term of July 1, 2025 through June 30, 2026
10. Order 27,773 - awarding a one year extension of the Grass Mowing Residential Contract (City Project 2022-14-M) to Service Pro, LLC in the not to exceed amount of \$47,181.75 for the term of July 1, 2025 through June 30, 2026
11. Order 27,774 - accepting the proposal from Roadsafe Traffic Systems, Inc. to provide and install Preformed Thermoplastic pavement markings in the amount not to exceed \$13,967, and rejecting all other bids
12. Order 27,775 - authorizing the Mayor to execute a three year collective bargaining agreement with the American Federation of State County and Municipal Employees (AFSCME) Council 3, Local 553 from July 1, 2025 through June 30, 2028
13. Order 27,776 - authorizing the Mayor to sign the necessary documents to opt in to the Direct Settlement with Purdue Pharma regarding the City's opioid-related claims against it
14. Order 27,777 - authorizing the execution of an agreement with the Potomac Edison Company for the installation of an All-Dielectric Self-Supporting fiber cable crossing the North Branch Potomac River from Cumberland, MD to Ridgeley, WV
15. Order 27,778 - adopting the new City Seal, effective this date
16. Order 27,779 - authorizing the execution of a retirement agreement with John Charles Ternent
17. Order 27,780 - authorizing the execution of a contract of sale by and between the Mayor and City Council of Cumberland and William A. Lynch and Barbara R. Lynch authorizing the purchase of the property at 429 Central Avenue in Cumberland, MD (Tax ID 22-009516) as part of the Central Avenue Initiative for the price of \$31,000
18. Order 27,781 - authorizing the execution of a Second Amendment to a Lease Agreement with New Cingular Wireless PCS, LLC, for space on the City-owned water tower on Haystack Mountain located at 600 Bishop

Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter

19. Order 27,782 - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$51,766.20
20. Order 27,783 - accepting the proposal from Mosca Design, for a 20 foot Carolina Tower Artificial Christmas Tree, and a 3 foot tree topper, in the amount not to exceed \$20,295.70, with said purchase price being covered by a private benefactor to be released at a later date
21. Order 27,784 - adopting the "Sexual Harassment Policy" effective this date
22. Order 27,785 - approving a change to the proposal from Upright Fence for the purchase and installation of additional chain link fencing at Gene Mason Sports Complex in an increased amount not to exceed \$10,304, bringing the new not to exceed to \$41,635
23. Order 27,786 - authorizing the Acting Chief of Police to accept the sole source proposal from East Coast Emergency Lighting LLC for the purchase of a K9 Demo Vehicle and upfit to include a K9 transport system at a total cost not to exceed \$56,923.65

Mayor Morriss spoke of the 32 year career of Chief Ternent and how appreciative the City is to have had his leadership

XIII. Public Comments

All public comments are limited to 5 minutes per person.

Jo Ryan has read information about Christianity and its relation to government. She believes that our country will improve when more people follow in the footsteps of Jesus Christ.

Brandon Fisher, a resident of 215 Pennsylvania Avenue for the past 12 years, joins other residents in sharing concerns regarding 211-213 Pennsylvania Avenue, which has been in violation of the city code for the past two years. Numerous documented violations have been submitted for the following issues: overgrown grass, trash, and rotten food throughout the yard, over 10 dogs

housed inside 213, and large amounts of animal feces outside. Additionally, there are two 55-gallon drums of used motor oil sitting in the back alley, which are infested with cockroaches. He has been in contact with Doug Warren, who has addressed the issue.

Brandon has purchased products and paid for professional pest control to address the issue. However, he still finds infestations inside his home, and his surrounding neighbors are experiencing the same problem. In 2024-25, he has reported the property over 10 times to code enforcement. He believes that after two years, the City should have resolved this issue. As a resident who has followed all the necessary steps to address the problem, he feels the system is not providing adequate support. Contact has been made with Doug Warren, who has addressed the issue, but he is requesting that the City prioritize the property and inquiring about the escalation process, as well as the reasons behind the two-year delay in taking any action.

Mayor Morriss thanked Brandon and advised that a discussion with Code Enforcement would take place, as well as a review of the steps that have been taken to resolve the issue.

Mary Eckles was present to discuss laws that are antithetical to the historic integrity of Cumberland. She referenced a building on Centre Street with residents residing on the 3rd floor. To provide off-street parking for the tenants, the owner would need to demolish the building next to it, which would compromise the ability to generate income. She stated that due to a fire that destroyed real estate documentation, there is no record of buildings before 1900, and this is the reason building owners are allowed to tear down buildings.

She went on to mention that she had expressed her idea for an ice-skating rink and had received positive feedback about it. She spent time at the location (the old Memorial Hospital site) on the Fourth of July and noted how beautiful the area is. She believes that it will generate income for the City and would be a better alternative than the proposed apartments.

Mike Cornelius – advised the Mayor and City Council that he removed 10 bags of trash from the area on Greene Street behind Parkview Liquors and

it is again full of trash and people sleeping. He and the neighbors are requesting help from the City.

X. Adjournment

With no further business at hand, the meeting adjourned at 7:01 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 4019 (*2nd & 3rd readings*) - to repeal and reenact Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90 inclusive) pertaining to parades and special events

ORDINANCE NO. 4019

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

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

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

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

NOW THEREFORE:

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

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

Passed this ____ day of August, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

ARTICLE V. PARADES, SPECIAL EVENTS, AND SMALL EVENTS

Sec. 15-80. Applicability; short title.

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

Sec. 15-81. Definitions.

As used in this article, the following definitions apply:

DDC means the Downtown Development Commission.

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

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

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

Small event means any activity held on city property:

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

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

Special event means any activity held on city property:

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

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

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

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

Sec. 15-82. Permit required.

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

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

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

Sec. 15-84. Application.

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

Sec. 15-85. Fees.

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

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

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

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

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

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

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

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

Sec. 15-88. Insurance requirements.

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

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

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

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

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

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

Sec. 15-90. Revocation.

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

Sec. 15-92. Violations.

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

File Attachments for Item:

2. Ordinance 4020 (*2nd & 3rd readings*) - authorizing the transfer of 491-493 Baltimore Avenue to American Rentals LLC, an adjacent property owner, in exchange for the demolition cost of \$6,500 to be paid by purchaser

ORDINANCE NO. 4020

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

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

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

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

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

NOW, THEREFORE

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

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

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

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

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

EXHIBIT A

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

WITNESSETH:

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

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

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

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

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

of the property.

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

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

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

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

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

Michael Scott Cohen

Council Agenda Summary

Meeting Date: July 1, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

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

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

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

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

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

Budget number:

Grant, bond, etc. reference: City revitalization program

Ameri-Seal LLC

Paving, Sealcoating & Excavating

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

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

To Mayor & City Council of Cumberland

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

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

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

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

Brendan Orr
301-676-7325



7-3-2025

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

Proposal Submitted To: (below)

Date: 6/13/2025

City of Cumberland

Phone:

57 North Liberty St

Date of Plans:

Cumberland, Md 21502

Architect:

Job Name & Location (below)

Job Phone:

Comments

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

404 Furnace St & 491 Baltimore Ave.

Disconnect utilities

Demolish structure & haul to landfill

Backfill foundation & cover with seed and straw

Furnace St \$18500.00

Baltimore St \$6500.00

Total:

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

#NAME?

\$0.00

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

Autorized Signature

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

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

Signature_____

Date:_____

Signature_____

File Attachments for Item:

. Ordinance 4021 (*1st reading*) - authorizing the transfer of 315 Bond Street to Christiansen Properties, LLC for the purchase price of \$500

ORDINANCE NO. 4021

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF CHRISTIANSEN PROPERTIES, LLC FOR THE PURCHASE OF 315 BOND 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 315 Bond Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,732, passed by the Mayor and City Council on June 3, 2025;

WHEREAS, the Property was included in the solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from Christiansen Properties, LLC (the Purchaser") for the sum of Five Hundred Dollars (\$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 (\$500.00) subject to the following terms and conditions:

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

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4022 (*1st reading*) - authorizing the transfer of 310 Columbia Street to Vintage Home Renovation & Properties, LLC for the purchase price of \$6,600

ORDINANCE NO. 4022

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF VINTAGE HOME RENOVATION & PROPERTIES, LLC FOR THE PURCHASE OF 310 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 certain parcels of real property located at 310 Columbia 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 solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from Vintage Home Renovation & Properties, LLC (the Purchaser") for the sum of Six Thousand Six Hundred Dollars (\$6,600.00), 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 Six Thousand Six Hundred Dollars (\$6,600.00) subject to the following terms and conditions:

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

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4023 (1st reading) - authorizing the transfer of 111, 113 and 117 Independence Street to Charles Welch for the purchase price of \$600

ORDINANCE NO. 4023

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF CHARLES WELCH FOR THE PURCHASE OF 111, 113 and 117 INDEPENDENCE 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 111,113 and 117 Independence Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from Charles Welch (the Purchaser") for the sum of Six Hundred Dollars (\$600.00), 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 Six Hundred Dollars (\$600.00) subject to the following terms and conditions:

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

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4024 (*1st reading*) - authorizing the transfer of 218 Park Street to Joseph Simpson III for the purchase price of \$101

ORDINANCE NO. 4024

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JOSEPH SIMPSON III FOR THE PURCHASE OF 218 PARK 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 218 Park Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from Joseph Simpson III (the Purchaser") for the sum of One Hundred and One Dollars (\$101.00), 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 One Hundred and One Dollars (\$101.00) subject to the following terms and conditions:

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

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4025 (*1st reading*) - authorizing the transfer of 461 Goethe Street to SP Marin Trust for the purchase price of \$500

ORDINANCE NO. 4025

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SP MARIN TRUST FOR THE PURCHASE OF 461 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 certain parcels of real property located at 461 Goethe Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from SP Marin Trust (the Purchaser") for the sum of Five Hundred Dollars (\$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 (\$500.00) subject to the following terms and conditions:

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

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4026 (*1st reading*) - authorizing the transfer of 463 Goethe Street to SP Marin Trust for the purchase price of \$500

ORDINANCE NO. 4026

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SP MARIN TRUST FOR THE PURCHASE OF 463 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 certain parcels of real property located at 461 Goethe Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,411, passed by the Mayor and City Council on March 5, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2025 Request for Bids - Surplus Properties Round IX" and received a bid for the purchase of the Property from SP Marin Trust (the Purchaser") for the sum of Five Hundred Dollars (\$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 (\$500.00) subject to the following terms and conditions:

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

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, 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 _____, 2025.

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 “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor 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 _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Round #9 Surplus Sale approved winner list for recommendation to M&CC

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

Staff has reviewed the bids from the round #9 Surplus sale and we are recommending that M&CC accept the following high bids for the properties in question.

315 Bond Street (05-002451) – Christiansen Properties, LLC - \$500

310 Columbia Street (05-014425) – Vintage Home Renovation & Properties, LLC - \$6,600

111, 113, 117 Independence Street (05-016118, 05-013321, 05-009480 respectively)– Charles Welch - \$600

218 Park Street (22-010220) – Joseph Simpson III - \$101

461 Goethe Street (23-012111) – Sandra Marin - \$500

463 Goethe Street (23-010119) – Sandra Marin - \$500

The city received no bids on the following properties and they will be added to the ongoing surplus sale list and can be bid on at any time.:

317 Cecelia St, 331 Fort Hill Ave, 318 Estelle St, 659 Greene St, and 661 Greene St and 310 Waverly Terrace

File Attachments for Item:

. Ordinance 4027 (*1st reading*) - abrogating Ordinance No. 3976 and authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, decreasing the number of dwelling units and other incidental matters

ORDINANCE NO. 4027

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ABROGATE ORDINANCE NO. 3976 AND TO AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT WITH TEABOW RESIDENTIAL LLC FOR THE PURPOSE OF AMENDING THE INFILL DEVELOPMENT AGREEMENT DATED April 2, 2024, BY EXTENDING CERTAIN DEADLINES, CHANGING THE PERMITTED USE OF THE PROPERTY AT 252 E. ELDER STREET, ALTERING THE REMEDIES AVAILABLE IN THE EVENT OF A DEFAULT, DECREASING THE NUMBER OF DWELLING UNITS, AND MATTERS INCIDENTAL TO THE FOREGOING."

WHEREAS, a prior version of the First Amendment to Infill Development Agreement was approved by the Mayor and City Council under the terms of Ordinance No. 4008, passed May 6, 2025.

WHEREAS, notwithstanding the passage of the said Ordinance, the said document was not executed;

WHEREAS, the City and Teabow wish to amend the Infill Development Agreement on different terms than those set forth in the document approved by Ordinance No. 3976; and

WHEREAS, in order to amend the Infill Development Agreement, Ordinance No. 3976 must be abrogated.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND that Ordinance No. 3976 be and the same hereby is abrogated.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor be and he is hereby authorized to execute the First Amendment to Infill Development Agreement attached hereto as Exhibit A.

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

Passed this ____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT (“First Amendment”), is made by and between **TeaBow Residential LLC** ("TeaBow"), a Washington, DC limited liability company, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date.”

RECITALS

WHEREAS, the City and Teabow entered into an Infill Development Agreement (the “Agreement”) on or about April 4, 2024; and

WHEREAS, TeaBow has requested that changes be made to the Agreement, and the City has agreed to certain of those changes subject to the terms and conditions set forth hereinafter.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid by TeaBow to the City, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement. Unless otherwise provided for herein, all terms defined in the Agreement shall have the same meaning in this First Amendment.

2. **Amendment to Section 2 of Agreement.** The City will not issue new building permits for any of the Properties requiring such a permit until such time as the following conditions are met:

- (i) TeaBow must complete the construction of the Property located at 301, 303, 305, 307, and 309 Arch Street, Cumberland, MD 21502. It must secure an occupancy permit for the structure(s) to be constructed on this Property no later than August 15, 2025.
- (ii) TeaBow must complete the construction of the Property located at 321, 323 and 325 Pennsylvania Avenue, Cumberland, MD 21502. It must secure an occupancy permit for this Property no later than October 31, 2026. TeaBow must obtain the required number of off-street parking spaces required by the City Code before an occupancy permit will be issued.

3. **Amendment to Section 5 of Agreement.** Section 5 of the Agreement is deleted and replaced with the following:

5. **252 E. Elder Street.** An assisted living facility shall be constructed on the Property located at 252 E. Elder Street. The assisted living facility shall be deemed to be one (1) Dwelling Unit. It must be under roof, connected to public utilities, and all HVAC units and equipment must be installed by November 30, 2026.

4. **Amendment of Section 7 of Agreement.** Section 7 of the Agreement is deleted and replaced with the following:

7. **Default; Remedies upon Default.**

7.1. **Default.** TeaBow shall be in default of the terms of this Agreement if:

(i) It has not secured an occupancy permit for the assisted living facility to be constructed at 252 E. Elder Street, Cumberland, MD 21502 on or before November 30, 2026;

(ii) It has not secured occupancy permits for all other Dwelling Units on or before April 30, 2027; or

(iii) It has otherwise breached the terms of this Agreement.

7.2. **Remedies upon Default.** If TeaBow has not secured occupancy permits for all Dwelling Units on or before April 30, 2027, it shall pay the City the assessed value of the land and improvements at 252 E. Elder Street, Cumberland, MD 21502. If TeaBow does not obtain an occupancy permit for a Dwelling Unit within one (1) year of the date of the issuance of a building permit, it shall refund the incentive payments it received for that Dwelling Unit in accordance with Section 4 of the Agreement. It shall pay the refund to the City no later than thirty (30) days after the one-year anniversary of the date of the issuance of the building permit. Additionally, in the event of a breach in the terms of this Agreement, the parties hereto may also pursue any legal or equitable remedies available to them under the terms of this Agreement or otherwise.

5. **Decrease in Number of Dwelling Units.** These parcels and units will constitute the entire project under this Agreement. These parcels and units are described in the Exhibit A attached hereto. The Exhibit A attached hereto takes the place of the Exhibit A attached to the Agreement.

6. **Limited Modification.** Except as specifically modified by this First Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the City and TeaBow.

A attached hereto takes the place of the Exhibit A attached to the Agreement.

6. **Limited Modification.** Except as specifically modified by this First Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the City and TeaBow.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

TEABOW RESIDENTIAL LLC

By: _____ (SEAL)
Walter S. Bowman, Sr., Member

Date

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

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

Date

Allison Layton, City Clerk

EXHIBIT A

Address	Tax ID#	Deed Book/ Page Reference
Arch St Lots		
301-303	04-028872	293916
305	04-038495	"
307	04-007441	"
309	04-006755	"
Pennsylvania Ave Lots		
321-323	04-027949	293/1
325	04-018478	
252 E. Elder St	04-003888	29391341

File Attachments for Item:

. Order 27,787 - authorizing the Acting Chief of Police to accept the FY26 Community Grant in the amount of \$40,000 to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols, as well as attend PLAY program events

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

ORDER NO. 27,787

DATE: August 6, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to accept an FY26 Community Grant in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) for the period 7/1/25 – 6/30/26 to provide funding for funding for officers to attend community events and conduct neighborhood foot and bike patrols, as well as attend PLAY program events.

Raymond M. Morriss, Mayor

Grant: CGPF – 2026-0014

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Community Grant

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

Authorize the Acting Chief of Police to accept the FY26 Community Grant in the amount of \$40,000.00 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols as well as attend PLAY program events.

Amount of Award: \$40,000.00

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 11, 2025

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

RE: CGPF-2026-0014

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD SFY 26 Community Grant Program Fund (CGPF)**," in the amount of \$40,000.00 has received approval under the Community Grant Program Fund program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Community Policing Program promotes outreach and improves neighborhood relations through dedicated officers on foot and bike patrols. It funds community group development, attendance at meetings and events, youth mentorship, and the purchase of branded gear and trinkets to foster trust. The program also provides an overtime budget for patrols and community engagement, helping to build stronger community relations.

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

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

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

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

Sincerely,

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

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Isaacs, Zahra
Thomas, Courtney

Budget Notice

Grant Award Number: CGPF-2026-0014
Sub-recipient: Cumberland Police Department
Project Title: CPD SFY 26 Community Grant Program Fund (CGPF)
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2025 - 06/30/2026**

CFDA: Special

Funding Summary	Grant Funds	100.0 %	\$40,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$40,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for Community Group and Special Event Attendance	Overtime	Grant Funds	\$15,000.00
Overtime for Foot and Bicycle Patrols	Overtime	Grant Funds	\$15,000.00
Overtime for PLAY Program	Overtime	Grant Funds	\$10,000.00
Personnel Total:			\$40,000.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/9/2025

File Attachments for Item:

. Order 27,788 - authorizing the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,295 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse

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

ORDER NO. 27,788

DATE: August 6, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies appropriated by the Allegany County Health Department in the amount of One Thousand Two Hundred Ninety Five Dollars and No Cents (\$1,295.00), to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between July 15, 2025 and June 30, 2026, in an attempt to reduce opioid misuse.

Raymond M. Morriss, Mayor

Grant Award No. (OMPP) F-870N

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Health Department Opioid Misuse Prevention Program

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

Authorize the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,295 for officers to work mediation pick up and take back events in an attempt to prevent opioid misuse.

Amount of Award: \$1,295

Budget number:

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

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE
Cumberland, MD 21502

And

CUMBERLAND CITY POLICE

20 Bedford Street
Cumberland MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement **Opioid Misuse Prevention Program (OMPP) F870N Fiscal Year 2026 – Time period for Memorandum of Understanding from July 15, 2025 to June 30, 2026. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.**

The Allegany County Health Department agrees to pay the **CUMBERLAND CITY POLICE** an amount not to exceed **\$1,295.00** for the following services:

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

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

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

The activities of this agreement must be completed by June 20, 2026, and the final report must be completed by June 20, 2026. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.


Lt. Eric Bonner
Acting Chief of Police
Cumberland City Police

Date:



Gena Spear
Health Officer
Allegany County Health Department

Date: _____

File Attachments for Item:

. Order 27,789 - authorizing the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation

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

ORDER NO. 27,789

DATE: August 6, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding between the Allegany County Health Department and the Cumberland City Police Department to accept a FY26 Health Department Opioid Overdose Follow-Up Grant in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) which will be used to cover overtime for officers to conduct overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation.

Raymond M. Morriss, Mayor

Grant Award No. F-810N

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Health Department Opioid Overdose Follow-Up Grant

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

Authorize the Acting Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to receive grant funding in the amount of \$1,500 for officers to work overtime conducting overdose follow-ups in conjunction with Peer Support Specialists and Allegany County Parole and Probation.

Amount of Award: \$1,500

Budget number:

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

MEMORANDUM OF UNDERSTANDING
between
ALLEGANY COUNTY HEALTH DEPARTMENT
12503 Willowbrook Road SE
Cumberland, MD 21502
and
CUMBERLAND CITY POLICE
20 Bedford Street
Cumberland MD 21502

This agreement is funded through grant monies made available from award number F810N, ACCESS Harm Reduction Grant, for fiscal year 2025, award period July 15, 2025 to June 30, 2026. The Allegany County Health Department agrees to pay the **Cumberland City Police** up to a total of \$1,500.00 to conduct overdose follow-ups, with the goal of reducing overdose deaths in the community.

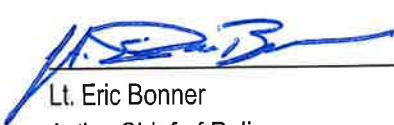
Cumberland City Police agrees to the following:

1. Partners with Peer Support Specialists and Allegany County Parole and Probation to collaborate together on making contact with non-fatal overdose victims within 24-48 hours after release from hospital/institution or post-incident to offer treatment options
2. Leave informational packets with victim, family or at residence
3. Report monthly to Allegany County Health Department the number of follow-up attempts
4. Due to the unpredictable timing and number of follow-up incidents, an officer will be guaranteed a 2-hour minimum overtime callout
5. Can utilize other law enforcement agencies, when unavailable to make contact.
6. Participates in quarterly calls to discuss barriers, challenges or successes.

The **Cumberland City Police** agrees to submit monthly reports, and invoices, (including overtime vouchers), for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding, (if applicable).

Deadline for monthly reports and invoices is the **5th of every month**.

The activities of this agreement must be completed by June 20, 2026 and the final report and invoices must be completed by June 20, 2026. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered and proper invoices, with overtime vouchers, are submitted.



Lt. Eric Bonner
Acting Chief of Police
Cumberland City Police Department

Date: 7/6/25

Gena Spear
Health Officer
Allegany County Health Department

File Attachments for Item:

. Order 27,790 - accepting the proposal from Quality Pipe Cleaning Co., Inc. to perform pipe jetting services for debris removal at the Mill Race CSO building in the amount not to exceed \$31,234

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

ORDER NO. 27,790

DATE: August 6, 2025

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

THAT, the proposal from Quality Pipe Cleaning Co., 23560 Pebble Run Place, Suite 200, Sterling, VA 20166, to perform Pipe Jetting Services for debris removal at the Mill Race CSO building, in the amount not to exceed Thirty One Thousand Two Hundred Thirty Four Dollars and No Cents (\$31,234.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Quotes Received:

Company	Cost
Quality Pipe Cleaning Co.	\$31,234.00
Robinson Pipe Cleaning	\$35,800.00

Budget: 003.320.20100

Council Agenda Summary

Meeting Date: 08/06/2025

Key Staff Contact: George Chory, Sewer & Flood Superintendent

Item Title:

Order accepting the written quotation of Quality Pipe Cleaning Co., Inc., Sterling, VA 20166 to perform Pipe Jetting Services for Debris Removal @ the Mill Race CSO Building in the amount not to exceed \$31,234.00.

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

Requesting an order to accept the written quotation for Pipe Jetting Services for Debris Removal @ the Mill Race CSO Building by Quality Pipe Cleaning Co., Inc.

The Sewer Department contacted five companies and received two quotes for the work. The lowest bid came from Quality Pipe Cleaning Co., Inc. of 23560 Pepple Run Place, Ste 200, Sterling, VA 20166.

This work is budgeted in the FY26 budget under 003.320.20100.

Amount of Award:

\$31,234.00

Budget number:

Sewer: 003.320.20100

Grant, bond, etc. reference:

N/A



January 22, 2025

Proposal # 2025-050

George Chory
CITY OF CUMBERLAND
57 N. Liberty Street, Cumberland, MD 21502
Phone: 301.759.6630, 240.920.4789

35800 - ~~46150~~ 46150

SCOPE OF WORK

RPC understands that purchaser requests cleaning various culvert pipes entering a diversion structure located in Cumberland Maryland as directed.

ROBINSON PIPE CLEANING COMPANY WILL FURNISH

RPC will provide personnel and Jet Vac equipment to perform the requested culvert cleaning

TO BE FURNISHED BY OWNER / PURCHASER

- Unhindered truck access and rights of way to all work areas, including exposure / opening of manholes / pipe access points.
- Permission to park our truck on the city streets, if necessary, without any special permits.
- Notification of property owners as necessary
- Permission to use local fire hydrants to fill the 1,500-gallon holding tank of our high-velocity water jetting equipment or make local arrangements to allow our crew to pump water from an existing, local clean water source.
- Permission and suitable on-site location for liquid and solid disposal and / or staging waste unless other arrangements are made. Material that is collected in the vacuum truck must be left on-site in a location designated by purchaser and approved by the local regulatory agency
- Bypass pumping
- Permission to decant wash water into the sanitary or combination system or discharge into storm system as required
- Erosion and sedimentation planning and control as applicable to the project.
- All traffic control and permits for anything more than use of standard traffic cones and truck-mounted arrow boards at no additional charge to RPC unless other arrangements are made
- Restoration of property due to vehicle or pedestrian traffic to the work area
- Any special permits necessary at no additional charge to us, including traffic obstruction, right of way access, wetlands encroachment and/or NPDES discharge as applicable to the work to be performed, including waterway protection as needed.

COST PROPOSAL

RPC will provide mobilization, labor and equipment to perform work as specified herein for the following prices:

Mobilization / Demobilization	\$5,000.00 Lump Sum
Combination Jet Vac Rodder Cleaning Truck, with 3 man crew	\$5,600.00 Per 8 hour day
Additional Laborer if required	\$1,900.00 Per 8 hour day
100 foot roll of 6 inch flex hose	\$250.00 Per roll
Subsistence	\$170.00 Per man per night

Based on our observations, we would estimate this job to take approximately 1 week

RPC appreciates the opportunity of providing this proposal. If you wish to accept the proposal, please indicate your acceptance, subject to the terms and conditions attached, with an authorized signature in the space provided. Return via email to long@robinsonpipe.com If you have any questions about our proposal, please feel free to contact us at 412-921-2100. Thank you for considering Robinson Pipe Cleaning Company.

Sincerely,
Robinson Pipe Cleaning Company

Michael J. Long, Jr.

Client Acceptance

Signature/date

RPC has made the following assumptions and conditions in developing this proposal:

- Daily charges are for standard, weekday work based on up to eight hours onsite and will be prorated hourly, subject to a four-hour minimum portal-to-portal from our facility near Carnegie, PA after the first day.
- Total hours cannot exceed 14 hours per day. DOT prohibits a driver from operating a commercial motor vehicle after being on-duty for 14 consecutive hours.
- Prices are based on non-holiday, non-union rates with no provision made for "prevailing wage" rates and subject to the availability of appropriate personnel and equipment and does not include any flow control, bypass pumping or additional labor unless requested. The severity of that segment must be evaluated a cost may be determined based on field conditions
- It is understood that if access is limited and the configuration of the pipe does not allow our hose to snake its way from the downstream to the upstream end, a complete and thorough flush /cleaning may not be assured. However, steady attempts

will be made to flush the pipe from reliable access points. All loose sediment in the pipe may not be able to be completely removed if the pipe's configuration exceeds the operational abilities of our equipment. Light cleaning does not include the removal of any hardened material requiring mechanical cleaning tools or any other specialized water jetting tools and equipment.

- It is understood that the water introduced for the pipe jetting process is allowed to remain in the sewer system.
- It is understood that decant water is permitted to be discharged back into the existing sewer system. "Decant water" is known as the water removed during the pipe vacuuming process and then discharged back out of the debris tank. Owner may be required to provide a copy of the MS4 permit.
- Permission from the local sanitary sewer operator to accept the decant water removed during the pipe vacuuming process into the sanitary system if required
- Owner will be required to provide a copy of the MS4 permit allowing for decant water to be discharged back into the existing sewer system. Decant water is the water collected with dirt/debris during the pipe vacuuming process that is typically placed back into the system while retaining solids in the truck's debris.
- If not permitted to decant into the existing system, permission from the local sanitary sewer operator to accept the decant water into the sanitary system as required.
- All waste encountered is non-hazardous and will be classified as municipal solid waste with owner as the generator.
- Due to the unknown condition of the pipe material, any costs associated with lodged equipment removal or retrieval shall be the responsibility of Owner/Purchaser.
- In the progress of our services, should we encounter any structural failures or defects (i.e. broken, collapsed, or damaged sewers, manholes or other drainage structures), such will be reported to the Purchaser, but under no conditions are we to be responsible for any corrections or repairs under this agreement. We have the capabilities to repair defects and cracked or damaged pipe sections and can advise you on various methods of repair or rehabilitation should site conditions reveal failures or problems within the conduit system. Estimated project total is provided for illustrative purposes only; invoice will reflect actual units expended

- I. General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.
- II. Customer Supplied Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.
- III. Customer's Responsibilities: Customer will provide mechanical services. Operation and control of equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.
- IV. Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- V. Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- VI. Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.
- VII. Indemnification: The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Contractor agrees to indemnify and hold Subcontractor harmless, including paying legal fees, for any claims arising out of or related to traffic control, even if the claim alleges Subcontractor's negligence in part caused the claim to arise.
- VIII. Credit Policy: Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.
- IX. Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.



Quality Pipe Cleaning Co., Inc.
23560 Pebble Run Place, Ste 200
Sterling, VA 20166
Office: (703) 641-0111
Fax: (703) 818-8528

Contact: George Chory
Company: Cumberland MD

Email: George.Chory@cumberlandmd.gov

Phone: 301 759-6645

Address: 215 Bowen St

City: Cumberland State: MD Zip: 21502

Date: 07/08/2025

Project: CSO Building Debris Removal

Dear George Chory

Quality Pipe Cleaning is pleased to offer Cumberland MD the following proposal to perform Pipe Jetting Services on the above mentioned project. Please note that the Terms and Conditions are incorporated as part of this proposal and as a part of any contract, which results from your acceptance of this proposal. **Please refer to Attachment B for Terms and Conditions**

Scope of Services:

Pipe Jetting: Utilizing combination sewer cleaning truck equipped with a high-power vacuum and high-power jetting nozzles to effectively clean the sewer lines. A nozzle is fed into a drain or pipe and it is self-propelled through the pipe from the pressure supplied by the truck, up to 2,500psi or more. Nozzle's may differ depending on the application, drain size or type of clogged material. As the nozzle encounters a clog or debris, high-pressure jet streams exert such a powerful tear on the material that it starts to transfer materials down the pipe. While the pipe jetting operation is being performed, Quality Pipe will also utilize a high-pressure vacuum to remove all debris from the pipe. The removed material is conveyed by air into the sealed 12 cubic yard debris box on the truck, where air is separated from dirt and fine dust by centrifugal separators built into the box. Clean air enters the compressor and discharges to the atmosphere leaving the debris in the box to be disposed of.

Due to unforeseen conditions of the pipe segments such as bends and tee-connections, this work will be performed on a best and reasonable effort. Quality Pipe Cleaning will take all workman-like precautions to avoid reasonably preventable damage to the pipes, lodging of equipment in the pipe and blockages. Quality Pipe Cleaning will not be responsible for damage to pipes, manholes or other structures, equipment lodging and blockages resulting from normal industry standard procedure and workman like performance of work under this agreement. Repair of pipe, removal of lodged equipment and blockages will be the responsibility of Client and/or Owner. If during the inspection, any collapsed, settled or broken pipe is encountered, Quality Pipe Cleaning will not be held responsible for such discovered defects and it will be the responsibility of the Owner to repair such collapsed, broken or defective pipe.

PD. # 320.201

Initial _____

Contact: George Chory
Company: Cumberland MD
Date: 07/08/2025
Page 2

Project Limits:

The limits of this project as provided by the Client for the purposes of this proposal are as follows:

- 1) Quality Pipe Cleaning will provide Pipe Jetting Services for approximately 7 10 hour day(s).
- 2) Quality Pipe Cleaning will provide Support Truck Services for approximately 7 10 hour day(s).
- 3) Quality Pipe Cleaning will provide disposal of all removed materials estimated at N/A dump(s).

Project Fee Schedule:

Pipe Jetting Services	\$ 20,650.00	estimated
• Based on a \$ 295.00 Per hour with a four hour minimum		
Support Truck Services with 6in vacuum hose, extra laborer, confined space.	\$ 7,000.00	estimated
• Based on a \$ 100.00 Per hour with a four hour minimum		
Disposal Services	\$ N/A	estimated
• Based on a \$ N/A Dump Onsite		
Per Diem Rate	\$ 3,584.00	estimated
\$512.00 Per day		

***The fees provided assume prevailing wages are not required on this project. Should prevailing wages be required, the fees will be adjusted accordingly.**

Total Estimate

\$ 31,234.00

Initial _____

Contact: George Chory
Company: Cumberland MD
Date: 07/08/2025
Page 3

Payment Terms:

Payment shall be due upon receipt of invoice. No deductions shall be made from Quality Pipe Cleaning's compensation for retainage or on account of a claim, loss or liquidated damage.

Information and/or Services to be Provided by Client:

The following shall be provided by the Client or his designated representative and is/are a condition precedent to the obligation of Quality Pipe Cleaning to perform proposed work:

- Suitable access to the work site for equipment and personnel
- Any necessary permits
- Any available record drawings

Permits, Fees and Notices:

The contractor shall secure and pay for all permits, fees, licenses and inspections necessary for the proper execution and completion of the work that are legally required at the time the proposals are received.

The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

Thank you for the opportunity to contribute to the successful completion of your project.

We look forward to providing the exceptional service you deserve. Please contact us on 703.641.0111 if we may answer any questions or provide additional information.

If this proposal meets with your satisfaction, please sign below and return one copy for our records.

Quality Pipe Cleaning provides a full range of solutions providing Locating, Vacuum Excavated Test Holes, Air Vacuum and Hydro Excavation, Video Pipe Inspection and Stormwater Management Maintenance. In addition, our team provides In-line Pipe Repair helping our clients solve their point repair projects without excavation. We take the time to listen to your goals and provide plans to safely and efficiently meet your objectives.

Sincerely,

Quality Pipe Cleaning Co., Inc.

Contact: George Chory
Company: Cumberland MD
Date: 07/08/2025
Page 4



Work Authorization

Please verify and provide any incorrect or missing information for all the fields below:

Billing Information:

Company Name and Address:

Cumberland MD

215 Bowen St

Cumberland MD 21502

Accounts Payable Information:

Contact Name:

Email:

Phone:

Project Information:

Project Name: CSO Building Debris Removal

Project Manager: George Chory

Project #:

Project Address: CSO Building Cumberland MD

Please verify the following project fee schedule provided below. This proposal is an estimate of work, based on the information provided by the Client. This is not a Lump Sum price, and the invoice will reflect all hours required to complete project scope

Project Fee Schedule:

Per Diem Rate \$512 Per day	\$ 3,584.00	
Pipe Jetting Services	\$ 20,650.00	estimated
• Based on a \$ 295.00 Per hour with a four hour minimum		
Support Truck Services	\$ 7,000.00	estimated
• Based on a \$ 100.00 Per hour with a four hour minimum		
Disposal Services	\$ N/A	estimated
• Based on a \$ N/A Dump Onsite		

Total Estimate \$ 31,234.00

**Billing is based on an hourly rate, portal to portal. Client will be billed for all hours required to complete the project scope*

The individual signing this Work order acknowledges that the services and fees authorized above are incorporated into and made a part of the Sub-Contractor Agreement between Quality Pipe Cleaning Co., Inc. as Sub-Contractor and the undersigned as the Client and warrants that he/she has the authority to sign on behalf of the Client.

Quality Pipe Cleaning Co., Inc.

Cumberland MD

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: George Chory

Title: Superintendent of Sewer/Flood

Date: 7-8-25



Terms and Conditions:

1. Designating Services, if quoted on other than an hourly basis, are for one time only. Client is responsible for protection and maintenance of all paint markings, flags or stakes at all times. In the event that any markings are destroyed, damaged, lost or made inaccessible by construction activity, vandalism or other cause beyond the control of Quality Pipe Cleaning, and must be replaced, charges for replacement will be on an hourly basis at the standard hourly rates.
2. The use of Quality Pipe Cleaning's service does not relieve Clients of their responsibility to comply with state and local "One-Call" and/or "Utility Damage Prevention" laws.
3. Client warrants that all matters regarding hazardous materials on or near the project site known to the Client have been made known in writing to Quality Pipe Cleaning prior to commencement of Quality Pipe Cleaning's services. Responsibility or liability for hazardous materials discovered during performance of the work is excluded from Quality Pipe Cleaning's scope of work. Upon such discovery, Quality Pipe Cleaning will suspend its work until the Client has affected appropriate remediation in compliance with all applicable federal, state and local laws.
4. Quality Pipe Cleaning is an independent consultant. No person or entity, other than Quality Pipe Cleaning and the Client, shall be deemed to be a party to, or a third-party beneficiary, of this Agreement. Quality Pipe Cleaning and Client are not partners or joint ventures with respect to this Project.
5. Client shall promptly review Quality Pipe Cleaning's work and in the event questions or discrepancies are found, shall notify Quality Pipe Cleaning immediately thereof in writing, requesting clarification.
6. Client shall grant or obtain fee access to the Project site, adjacent site or any other off-site property for all equipment and personnel necessary for Quality Pipe Cleaning to perform the services set forth in this Agreement. The Client will notify any and all users, owners, and otherwise interested parties regarding the Project site, that Owner has granted Quality Pipe Cleaning free access to the site.
7. Quality Pipe Cleaning will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports.
8. In order for the Client to obtain the benefit of a fee, which does not need to account for unlimited risks, Client agrees to limit Quality Pipe Cleaning's liability to the Client. To the fullest extent permitted by law, the total liability of Quality Pipe Cleaning with regard to the Project under any and all theories of liability shall be limited to Quality Pipe Cleaning's fee under this Agreement.
9. In the event the Client fails to pay for services when due, a monthly finance charge of 2% per month will be added to all past due balances. In the event the Client fails to remit full payment within sixty (60) days of the due date, Quality Pipe Cleaning may terminate this Agreement upon five (5) days prior written notice, with an opportunity for the Client to cure during such five (5) day period by paying all outstanding invoices, including any finance charges and costs incurred by Quality Pipe Cleaning in collecting the outstanding invoices, including reasonable attorneys' fees.
10. In the event Quality Pipe Cleaning elects to pursue legal action to collect overdue invoices or payments, all costs incurred by Quality Pipe Cleaning in connection with collection, including reasonable attorneys' fees, will be paid by the Client and may be recovered by Quality Pipe Cleaning. In executing this contract, the Client acknowledges his acceptance of the foregoing conditions and his willingness to be bound by the terms contained herein.
11. Limitations on liability and indemnities provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including but not limited to breach of contract or warranty, tort including negligence, strict or statutory liability or any other cause of actions.
12. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of completion for acts or failure to act occurring prior to completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after completion. In no event shall such statutes of limitations commence to run any later than the date when Quality Pipe Cleaning's services are completed.

13. Under no circumstance shall any employee, officer, or agent of Quality Pipe Cleaning past or present, have any individual liability to the Client concurrent or jointly with, in addition to, or in excess of Quality Pipe Cleaning's liability under these contract terms and conditions. Notwithstanding the foregoing, in the event any award or judgement is entered against any such individual, the Client agrees to look exclusively to the assets of Quality Pipe Cleaning for satisfaction of said damages.
14. Neither party shall assign or transfer any rights, interests, or claims arising under the Agreement without the written consent of the other party. However, this does not preclude Quality Pipe Cleaning from employing independent consultants, associates, and subcontractors, as it may deem necessary in order to perform Quality Pipe Cleaning's services.
15. Quality Pipe Cleaning is not liable for damages caused by delays in performance of the services that arise from events beyond its control.
16. Quality Pipe Cleaning shall be obligated to provide only those services expressly described in this contract proposal. Work not itemized in this contract proposal, additional work and Client revisions will be billed at our regular hourly rates or as subsequently amended in accordance with these terms and conditions.
17. Quality Pipe Cleaning's contracts are based upon the presumption that conditions and circumstances are standard or as represented by the Client unless otherwise readily apparent. When unusual or extenuating conditions and circumstances that require additional work are encountered in the course of carrying out the project activities, the additional services will be billed as an extra. When these situations occur, the Client will be notified in writing prior to commencement of the additional work.
18. If, during the course of this project, the Client decides to terminate the service without cause, he shall have the right to do so by notifying Quality Pipe Cleaning in writing; however, the Client shall be responsible for compensating Quality Pipe Cleaning for all work completed.
19. This Agreement is made and accepted in and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia notwithstanding its conflicts of laws provisions.
20. This Agreement represents the entire agreement between the Client and Quality Pipe Cleaning and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Client and Quality Pipe Cleaning.

File Attachments for Item:

. Order 27,791 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane (DBA Stuck Enterprises) in the not to exceed amount of \$290,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)

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

ORDER NO. 27,791

DATE: August 6, 2025

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

THAT, the Allegany County Commissioners' fuel contract of Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane (dba Stuck Enterprises), 1 East Potomac Street, Cumberland, MD, 21502, be and is hereby accepted in the not to exceed amount of Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00); and

BE IT FURTHER ORDERED, that the City of Cumberland will be piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c).

Raymond M. Morriss, Mayor

Budget Codes:

001.141.03 – Inventory Gasoline, \$185,000.00

001.141.04 – Inventory Diesel, \$105,000.00

Council Agenda Summary

Meeting Date: August 6, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the County Commissioners of Allegany County, MD fuel contract of Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane (DBA as Stuck Enterprises), 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$290,000.

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

Requesting an order to accept the County Commissioners of Allegany County, MD fuel contract of Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane, for an amount not to exceed \$290,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$290,000

Budget number:

001.141.03 (Inventory Gasoline) \$185,000

001.141.04 (Inventory Diesel) \$105,000

Grant, bond, etc. reference:

N/A

SIGNATURE TO BID

Note: When submitting your Bid, please use this page as a cover sheet.

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign Contracts. All correspondence concerning the Bid and Contract, including Notice of Award, copy of Contract and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder or Contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the Bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this Contract are the County's property. The County has the right to use or reproduce any documents, materials, data, including confidential information, used in or developed as a result of this Contract. The County may use this information for its own purposes, or use it for reporting to Federal Agencies. The Contractor warrants that it has title or right of use all documents, materials, or data used or developed in connection with this Contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor and supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

Bidder must sign here and return this page and the proposal page in addition to submitting any documents called for by the General Bid Conditions and Specifications.

By signing here, Bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

Company: Civilian Aid & Response
Address: 1. E. Potomac St. Cambridge, MD 21502

Authorized
Signature: [Signature]

Title: CEO

Phone No.: 724-998-5473

Date: 6/30/25

☐ Please check here if you do not wish to remain on our Bidder's List for this category.

Request for Local Bid Preference

Oakland Oil & Propane
(Vendor Name)

maintains a bonafide place of business located in

Allegany County, Maryland for the manufacture or processing of the commodities on which the bid is submitted and in the case of a corporation, is duly qualified to do business and is in good standing under laws of the State of Maryland. As such, we hereby request local preference of 5% on the following project under Allegany County Code Section 38-8. (Note: Commodities include supplies, materials, equipment, contractual services, engineering services or any other article or thing used by or furnished to the County under this bid procurement.)

Project Description: Fuel Distribution

License Number: 10308 - Gas / 30480 - Diesel

Vendor:

Oakland Oil & Propane

By Matt Armstrong

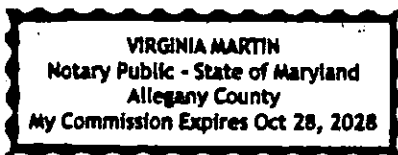
Name Matt Armstrong
(please type)

Allegany County Address:

1 E. Potomac St.

Cumberland MD 21502

Phone: 301-772-6080



(Seal)

Attest:

Virginia Martin

Name Virginia Martin
(please type)

Title Notary Public

FUEL BID PROPOSAL SHEET

Business Name: Caldwell Oil + Propane
 Contact Person: Ryan Vance Title: COO
 Address: 1. E. Potomac St. Cumberland MD 21502
 Phone: 724-998-5473 Fax: 724-852-1798
 Email: rvance@jacobspectro.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Caldwell Oil + Propane
 Business Name

[Signature]
 Signature

Tank Wagon Deliveries

		A	B	C	D	E
	Fuel Type	Average Morning/10AM Altoona OPIS Rack Price 6/30/25	Markup (4 Decimal Places)	Bid Price A + B	Estimated Quantity Gallons	Total C x D
1	Unleaded Gasoline (including State tax)	$\frac{2.1586 - \text{Opis Avg} + .46 - \text{MD Gas Tax}}{2.6186}$	.03 ⁵	2.65 ³⁶	164,200	\$437,721.12
2	Ultra Low Sulfur Diesel Fuel (excluding all taxes)	$2.4082 - \text{Opis Avg}$	.04 ⁵	2.45 ³²	164,150	\$402,692.78
	Grand Total (Total 1 + Total 2)					\$838,413.90

Basis of Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.

Fuel Additives, Dyes, Federal and State Fees:

1. HPFI Additive: \$.04 per gallon
2. Winter Additive EC-1: \$.045 per gallon
3. Federal Oil Spill Fee: \$.00628 per gallon
4. Federal LUST: \$.001 per gallon
5. MD State Motor Fuel: \$.46-gas per gallon
6. Md Oil Transfer Fee: \$ N/A per gallon

Notes: Transfer fee included in Markup

Name of fuel source: Husky Marketing

Address of fuel source: 664 Burns Ave Allena PA 16601

Contact Person: Brad Nelf

Phone No.: 814-946-7089 Fax No.: 814-946-7090

MOTION

By motion duly carried by the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the July 10, 2025 Commissioners' Public Meeting:

Awarded FY2026 contract for unleaded gasoline & ultra low sulfur diesel to Oakland Oil & Propane, 1 E. Potomac St, Cumberland, MD 21502 in the amount of \$838,413.90.

VOTE:

yes
DJC

absent
CVB

yes
WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Samantha L. Logsdon, County Clerk to the Commissioners of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on July 10, 2025.

By Samantha L. Logsdon
Samantha L. Logsdon, County Clerk

S E A L

Dept.: Public Works – Roads
Account No.: 1465
Contact Person: Daniel S. DeWitt, P.E.

File Attachments for Item:

. Order 27,792 - authorizing the Acting Chief of Police to accept the FY26 Police Recruitment and Retention Grant from the Governor's Office for Crime Control and Prevention in the amount of \$23,310 to assist with the state-wide shortage of police candidates by providing funds to help local agencies recruit and retain police officers

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

ORDER NO. 27,792

DATE: August 6, 2025

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY24 entitled "CPD FY26 PRAR" in the amount of Twenty Three Thousand Three Hundred Ten Dollars and No Cents (\$23,310.00) to assist in recruitment and retention, and to help pay incentives designed to attract and maintain qualified law enforcement employees.

Raymond M. Morriss, Mayor

Grant: PRAR-2026-0033

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Police Recruitment & Retention Grant (PRAR)

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

Authorize the Acting Chief of Police to accept the FY26 Police Recruitment and Retention Grant in the amount of \$23,310 awarded by the Governor's Office for Crime Control and Prevention (GOCCP) who recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers.

Amount of Award: \$23,310.00

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 25, 2025

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

RE: PRAR-2026-0033

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD FY26 PRAR**," in the amount of \$23,310.00 has received approval under the Police Recruitment and Retention program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department 2026 Police Recruitment and Retention (PRAR) assists in developing and implementing strategies intended to enhance recruitment and retention activities for the Cumberland Police Department. This program provides incentives designed to attract and retain qualified law enforcement employees, and maintain current employees. The program funds will provide incentives to retain, recruit, and hire officers to maintain staffing levels.

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Fitzpatrick, Paula
Farrare, Geneva

Budget Notice

Grant Award Number:	PRAR-2026-0033	
Sub-recipient:	Cumberland Police Department	
Project Title:	CPD FY26 PRAR	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$23,310.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$23,310.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
New Graduate	Grant Funds	9	\$1,000.00	\$9,000.00
New Hire with Degree	Grant Funds	4	\$1,000.00	\$4,000.00
Recruitment Bounus To Officers	Grant Funds	5	\$500.00	\$2,500.00
Recruitment Video	Grant Funds	1	\$1,500.00	\$1,500.00
Various Recruitment Handouts	Grant Funds	1	\$2,310.00	\$2,310.00
Veteran New Hire	Grant Funds	4	\$1,000.00	\$4,000.00

Other Total: \$23,310.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/23/2025

File Attachments for Item:

. Order 27,793 - accepting the bid from Laurel Auto Group Inc. for two 2025 Ford Interceptor Utility Police vehicles, including upfit, at a cost of \$60,525.90 per vehicle for a total cost not to exceed \$121,051.80

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

ORDER NO. 27,793

DATE: August 6, 2025

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

THAT, the proposal from Laurel Ford, 135 Ford Drive, Windber, PA 15963, for the purchase of two (2) 2025 Ford Police Interceptor Utility Police Vehicle and Upfit in the not to exceed amount of One Hundred Twenty One Thousand Fifty One Dollars and Eighty Cents (\$121,051.80) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Laurel Auto Group Inc. Quote for 2 2025 Ford Police Interceptor Vehicles

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

Request to accept the bid from Laurel Auto Group Inc. for 2 (two) 2025 Ford Interceptor vehicles, including upfit, at a cost of \$60,525.90 per vehicle for a total cost of \$121,051.80.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

Prepared for: CITY CUMBERLAND

POLICE

Prepared by: Chuck Jefferson

07/16/2025



Laurel Ford | 135 Ford Drive Windber Pennsylvania | 159632605

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$99,030.00
Options	-\$3,400.00
Colors	\$0.00
Upfitting	\$30,471.80
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$3,190.00
Subtotal	\$129,291.80

Pre-Tax Adjustments

Code	Description	MSRP
FLEET DISCOUNT	FLEET DISCOUNT	-\$8,240.00
Total		\$121,051.80

Customer Signature

Acceptance Date

File Attachments for Item:

. Order 27,794 - authorizing the Acting Chief of Police to accept the FY26 Entertainment Security Grant in the amount of \$48,126 to purchase signage and barricades for events and provide funding for officers to attend community events and conduct foot and bike patrols

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

ORDER NO. 27,794

DATE: August 6, 2025

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

THAT, the Acting Chief of Police be and is hereby authorized to accept a FY26 Entertainment Security Grant award in the amount of Forty Eight Thousand One Hundred Twenty Six Dollars and No Cents (\$48,126.00) to purchase signage and barricades for events and provide funding for officers to attend community events and conduct foot and bike patrols.

Raymond M. Morriss, Mayor

Grant EDSG-2026-0001

Council Agenda Summary

Meeting Date: August 6, 2025

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

Item Title: FY26 Entertainment Security Grant

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

Authorize the Acting Chief of Police to accept the FY26 Entertainment Security Grant in the amount of \$48,126.00 which will be utilized to purchase signage and barricades for events and provide funding for officers to attend community events and conduct foot and bike patrols.

Amount of Award: \$48,126.00

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 17, 2025

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

RE: EDSG-2026-0001

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD FY26 Entertainment Grant**," in the amount of \$48,126.00 has received approval under the Entertainment District Security Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's FY26 Entertainment Security Grant aims to enhance community outreach and security in our entertainment district. They will partner with municipal departments and community organizations to improve safety. Funding will support dedicated foot and bike patrols, enhancing officer visibility and fostering community trust. Funds will cover personnel and equipment needed for safety.

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

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

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

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

Sincerely,

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

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Isaacs, Zahra
Lee, Dorothy

Budget Notice

Grant Award Number:	EDSG-2026-0001	
Sub-recipient:	Cumberland Police Department	
Project Title:	CPD FY26 Entertainment Grant	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State General Funds

Funding Summary	Grant Funds	100.0 %	\$48,126.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$48,126.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for Foot and Bicycle Patrols	Overtime	Grant Funds	\$29,250.00
Personnel Total:			\$29,250.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Command Kits	Grant Funds	6	\$300.00	\$1,800.00
Digital Signage	Grant Funds	2	\$3,500.00	\$7,000.00
Emergency/Event Signage	Grant Funds	4	\$350.00	\$1,400.00
Mobile Sidewalk Barricades	Grant Funds	6	\$316.00	\$1,896.00
Mobile Street Barricades	Grant Funds	12	\$325.00	\$3,900.00
Water Barricades	Grant Funds	6	\$480.00	\$2,880.00
Other Total:				\$18,876.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/16/2025

File Attachments for Item:

. Order 27,795 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$31,340

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

ORDER NO. 27,795

DATE: August 6, 2025

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

THAT , the City Comptroller be and is hereby authorized to make payment to the following community groups in an amount not to exceed Thirty One Thousand Three Hundred Forty Dollars and No Cents (\$ 31,340.00);

Cumberland Cultural Foundation	8,600.00
Cumberland Historic Cemetery Organization	1,440.00
Cumberland Summer Theatre Inc.	2,460.00
Embassy Theatre	4,360.00
Friends Aware - Baskets and Brews	1,340.00
Maryland Association of Social Services Board	2,500.00
Mountainside Baroque	1,940.00
Robotics and Engineering in Allegany County	1,000.00
Savage Mountain Punk Arts	2,000.00
The Cumberland Masonic Temple, Inc.	3,500.00
Tri-State Community Concert Association, Inc.	2,200.00
TOTAL	<u>\$ 31,340.00</u>

BE IT FURTHER ORDERED, THAT said contributions are to be funded from the hotel/motel tax receipts.

Raymond M. Morris, Mayor

File Attachments for Item:

. Order 27,796 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed 13,660

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

ORDER NO. 27,796

DATE: August 6, 2025

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

THAT, the City Comptroller be and is hereby authorized to make payment to the following community groups in an amount not to exceed Thirteen Thousand Six Hundred Sixty Dollars and No Cents (\$ 13,660.00);

Allegany County Museum	6,400.00
Western Maryland Scenic Railroad	7,260.00
TOTAL	<u>\$ 13,660.00</u>

BE IT FURTHER ORDERED, THAT said contributions are to be funded from the hotel/motel tax receipts.

Raymond M. Morris, Mayor

File Attachments for Item:

. Order 27,797 - 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 "Savage Mountain Punk Festival " Event on August 9, 2025 from 5:00 PM to 11:59 PM; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,797

DATE: August 6, 2025

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the "Savage Mountain Punk Festival" event to be held August 9, 2025 from 5:00 PM until 11:59 PM within the confines of the following area:

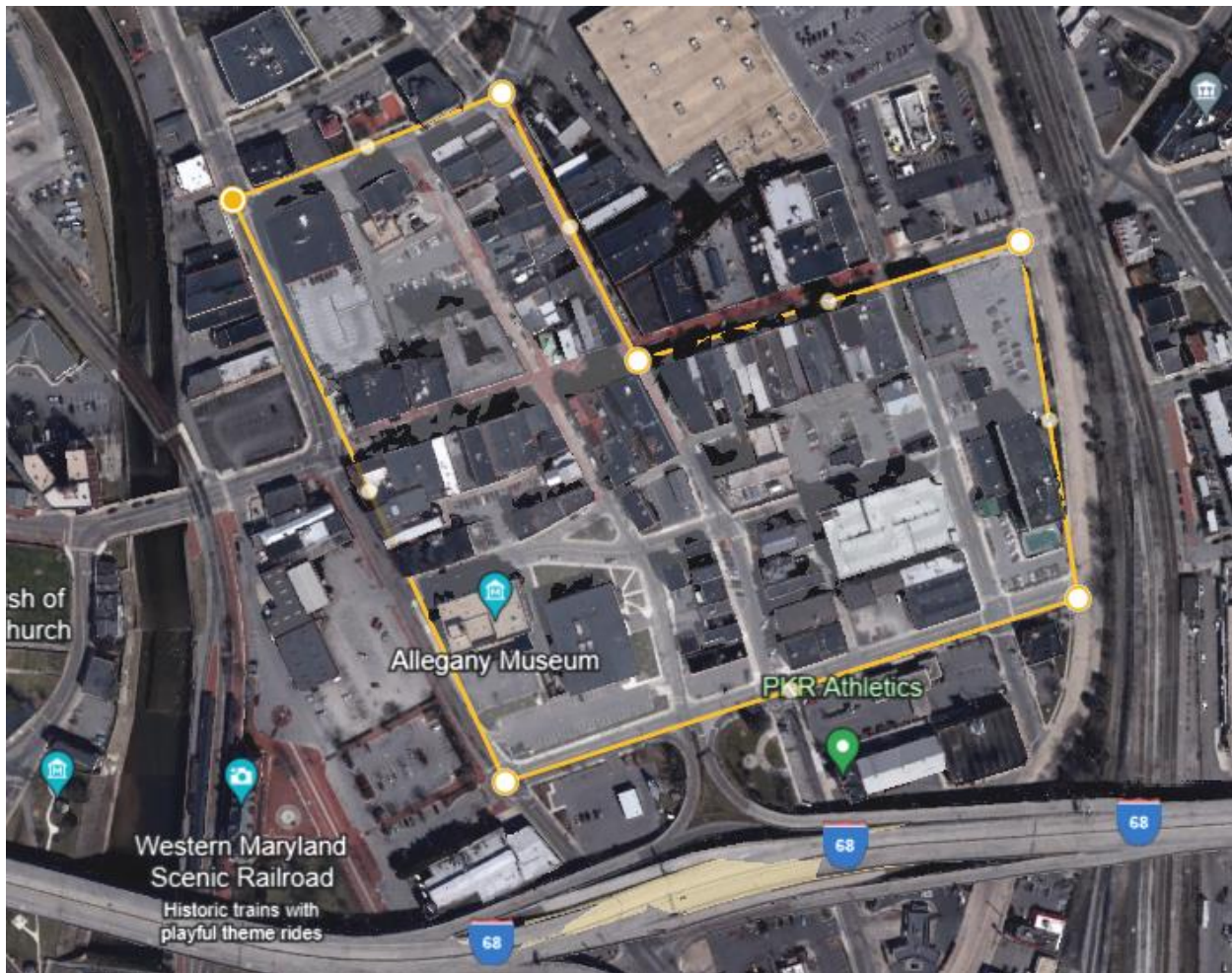
- S. Mechanic at Frederick Street south to W. Harrison Street;
- W. Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to N. Centre Street;
- N. Centre Street north to Frederick Street;
- Frederick St. west to S. Mechanic Street;
- Centre Street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

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

Raymond M. Morriss, Mayor

**Map attached*

OPEN CONTAINER AREA



File Attachments for Item:

. Order 27,798 - rescinding Order No. 27,781 originally approved on July 15, 2025 due to changes requested by New Cingular Wireless after original approval, and authorizing the execution of a Second Amendment to a Lease Agreement with Cingular Wireless PCS, LLC for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, extending the expiration date to August 31, 2033 at an increased monthly rate of \$3,656.24, effective September 1, 2025, with a 4% escalation beginning on September 1 each year thereafter

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

ORDER NO. 27,798

DATE: August 6, 2025

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

THAT, Order No. 27,781 approved on July 15, 2025, be and is hereby rescinded due to changes requested by New Cingular Wireless after original approval, and executing a new Second Amendment to a Lease Agreement with New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 for space on the City-owned water tower on Haystack Mountain located at 600 Bishop Walsh Road, Cumberland be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this agreement shall extend the expiration date to August 31, 2033 at an increased monthly rate of Three Thousand Six Hundred Fifty Six Dollars and Twenty Four Cents (\$3,656.24) effective September 1, 2025 with a 4% escalation beginning on September 1 each year thereafter.

Mayor Raymond M. Morriss

Budget: 003.330.48201

Market: Washington DC/Baltimore
Cell Site Number/HAYSTACK MTN. WS-160292
Cell Site Name: MD3716HAYSTACK
Fixed Asset Number: 10124734

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“Amendment”) dated as of the latter of the signature dates below (“Effective Date”), is by and between The Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, having a mailing address of 57 N. Liberty Street, Cumberland, MD 2150 (“**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, City and Tenant (or its predecessor-in-interest) entered into a Lease dated September 1, 1988, As amended by the certain First Amendment to Lease dated September 23, 2008 whereby City leased to Tenant certain Premises, therein described, that are a portion of the Property located at 600 Bishop Walsh Road, Cumberland, MD 21502 (“**Agreement**”); and

WHEREAS, City and Tenant desire to extend the terms of the existing Agreement

WHEREAS, City and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, City and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. Term. The Term of the Lease shall be amended to provide that commencing on September 1, 2028, will be automatically renewed, upon the same terms and conditions of the Agreement for one (1) additional five (5) year term.

2. Modification of Rent. Commencing on September 1, 2025, the Rent payable under the Agreement shall be \$3,656.24, which shall include an increase at One Hundred and Fifty dollars (\$150.00) per month and shall continue during the Term, subject to adjustment, if any, set forth in the prior Agreement.

3. Acknowledgement. City acknowledges that: 1) this Amendment is entered into of the City’s free will and volition; 2) City has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding City’s decision to enter in this Amendment and to have counsel review the terms and conditions of the Amendment; 3) City has been advised and is informed that should City

not enter into this Amendment, the underlying Agreement between City and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Amendment shall control. Except as expressly set forth in this [Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

CITY:

Mayor and City Council of Cumberland, a
municipal corporation of the State of
Maryland

By: _____
Name: _____
Title: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Nicole Guiliano
Name: Nicole Guiliano
Title: Senior Real Estate Manager
Date: 7/29/2025

Initial DS
NC SLP

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1-B

Unless amended the monthly lease payments through August 31, 2033 will be as follows:

Annual period beginning:	Monthly Payment	Annual Amount
9/1/2025	\$ 3,656.24	\$ 43,874.88
9/1/2026	\$ 3,802.49	\$ 45,629.88
9/1/2027	\$ 3,954.59	\$ 47,455.08
9/1/2028	\$ 4,112.77	\$ 49,353.24
9/1/2029	\$ 4,277.28	\$ 51,327.36
9/1/2030	\$ 4,448.37	\$ 53,380.44
9/1/2031	\$ 4,626.30	\$ 55,515.60
9/1/2032	\$ 4,811.35	\$ 57,736.20

File Attachments for Item:

. Order 27,799 - authorizing the bids from Belt Paving, Inc. and/or IA Construction Corporation for the purchase of Black Top Materials for Spring Street Paving Projects in the not to exceed amount of \$400,000, based on product availability when needed

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

ORDER NO. 27,799

DATE: August 6, 2025

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

THAT, the bids from the following vendors be and are hereby accepted for the purchase of Black Top Materials for Street Department Paving Projects in the not to exceed amount of Twenty Five Thousand Dollars and No Cents (\$25,000), based on product availability when needed:

1) Belt Paving, Inc., PO Box 1002, Cumberland, MD 21502 in the unit price not to exceed \$72.75 per Ton; or

2) IA Construction Corporation, 24 Gibb Road, Franklin, PA 16323 in the unit price not to exceed \$73.50 per Ton.

Raymond M. Morriss, Mayor

Budget:

127.103.63000

001.056 40200

002.220 40301

003.320 40301

Bids Received:

Belt Paving	\$72.75 per ton
IA Construction Corp.	\$73.50 per ton

Council Agenda Summary

Meeting Date: 8/5/2025

Key Staff Contact: Devin Burke

Item Title:

Order authorizing the Street Department to purchase Bituminous Concrete Materials for Street Department paving projects and normal maintenance operations in excess of \$25,000. Not to Exceed \$400,000

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

Requesting an order to accept purchase of Black Top Materials from the following local vendors. Purchase will be made with the considerations of availability and price on the day of operations.

Belt Paving Inc. – \$72.75 per Ton

IA Construction Corp. – \$73.50 per Ton

These two organizations are the only local suppliers that can provide State Certified Asphalt Materials. Materials must be purchased locally due to their time sensitive installation requirements.

This purchase will be in accordance with the Purchasing Guidelines, *Sec. 2-171 Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment. (a) Purchases requiring bidding.*

Amount of Award:

Not to Exceed \$400,000

Budget number:

127.103 63000

001.056 40200

002.220 40301

003.320 40301

Grant, bond, etc. reference:

N/A



P.O.BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921

April 1, 2025

Mr. Devin Burke
Street & Public Properties Superintendent
City of Cumberland
215 Bowen Street
Cumberland, MD 21501-1702

Re: 2025 Bituminous Concrete Pricing

Dear Devin:

We are offering the following government pricing for 2025.

BASE MIXES:

SHA Certified HMA-19mm, Level 2, PG 64-22	\$68.50 per Ton
SHA Certified HMA-19mm, Level 4, PG 64-22	\$66.25 per Ton

SURFACE MIXES:

SHA Certified HMA-9.5mm, Level 2, PG 64-22	\$72.75 per Ton
SHA Certified HMA-9.5mm, Level 4, PG 64-22	\$71.25 per Ton
SHA Certified HMA-12.5mm, Level 2, PG 64-22	\$71.25 per Ton
SHA Certified HMA-12.5mm, Level 4, PG 64-22	\$69.75 per Ton

OTHER:

Cold Patch	\$140.00 Per Ton F.O.B Plant
Rerun	\$10.25 Per Ton F.O.B Plant

Due to potential fluctuations in asphalt and diesel fuel prices, we can only guarantee the above pricing thru April 30, 2025. If the market changes after this date, we reserve the right to adjust our prices accordingly. We will attempt to give at least a week's notice in the event of a price increase or decrease.

We are planning on opening our plant for the season on Monday, April 7, 2025.

We thank you for your past business and look forward to satisfying your future needs on upcoming projects.

Sincerely,

BELT PAVING, INC.

Jay Stanislawczyk
Vice-President

cc:	Jane Belt	Dave Madden	Clint Earnest
	Carl Belt, Jr.	Randy Cirillo	Ryan Kiefer
	Sean Fradiska	Tammy Shockey	Harry Hickie
	Mark Farris	Daniel Cirillo	Justin Shumaker

IA CONSTRUCTION CORPORATION - 2025 PRICING



Franklin Regional Office - (814) 432-3184 Fax (814) 437-0867

F.O.B. Per Ton - Effective March 1, 2025

PRODUCT	FRANKLIN 814-432-3184	CLARION 814-226-5671	WARREN 814-726-1370	LAFAYETTE 814-362-7307	ROCK CUT 301-724-8868
ASPHALT MATERIAL					
AC/20 (gallon)	6.00	6.00	6.00	6.00	-----
Superpave 9.5MM	80.00	80.00	80.00	80.00	73.50
Superpave 12.5MM	-----	-----	-----	-----	73.50
Superpave 19MM	68.50	68.50	68.50	68.50	68.50
Superpave 25MM	64.00	64.00	64.00	64.00	68.50
LIMESTONE					
#8 Limestone	30.00	30.00	-----	-----	-----
#57 Limestone	30.00	30.00	-----	-----	-----
#67 Limestone	30.00	30.00	-----	-----	-----
Limesand	30.00	30.00	-----	-----	-----
Limestone Shot	-----	-----	-----	-----	-----
GRAVEL					
#8 Gravel	-----	-----	-----	30.00	-----
#57 Gravel	30.00	30.00	30.00	30.00	-----
#67 Gravel	30.00	30.00	30.00	30.00	-----
#467 Gravel	-----	-----	-----	30.00	-----
Bit Sand	30.00	30.00	30.00	30.00	-----
AGG MIX	-----	30.00	30.00	30.00	-----

*****Asphalt prices are subject to change due to market fluctuation. We will inform you of any price increases or decreases that may become necessary during the year and adjust our prices accordingly.**

File Attachments for Item:

. Order 27,800 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$287,500 for the entire fiscal year

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

ORDER NO. 27,800

DATE: August 6, 2025

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA, 17870 is hereby approved as the sole source vendor for the purchase of water meters and smartpoints for FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from L/B Water Service, Inc. for water meters and smartpoints shall not exceed Two Hundred Eighty Seven Thousand Five Hundred Dollars and No Cents (\$287,500.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings
002.299XI 63000 Cross Connection Upgrade
002. 141. 02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: August 5th, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Water Meters and Smartpoints from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$287,500 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meters and smartpoints from L/B Water Service in the amount not to exceed \$287,500 for the entire fiscal year. L/B Water Service is the only distributor that is allowed through Sensus to sell us any water meter, smartpoints or meter reading equipment. The water meters and smartpoints that the city must use have a very long lead time. By purchasing our annual number of meters on one large order we have been able to keep up with our demand of installing new meters. Water meters are a large part of our city's revenue. Without being able to have them on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$287,500

Budget number:

002.220 39300 Water Meters and Fittings

002.299XI 63000 Cross Connection Upgrade

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Marty Watts <marty.watts@cumberlandmd.gov>

Sole Source Meter Purchase For FY26

2 messages

Marty Watts <marty.watts@cumberlandmd.gov>

Thu, Jul 17, 2025 at 1:56 PM

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

Good Afternoon Jeff,

Could you please approve the sole source request for L/B Water in the amount of \$287,500 for the purchase of all our water meter purchases throughout the entire year. Sensus requires us to purchase all of our waters, smart points and reading equipment through L/B Water for they are our local retailer.

Also could you please approve the request for a sole source approval for Core & Main, Citco Water, L/B Water and Ferguson Waterworks in the amount of \$41,000 each. This for the purchases of all our meter boxes, valve boxes, meter setters and small water fittings that the prices are set by the market and the prices are the same across the board. So I divide the money that I have budgeted for equally 4 ways.

Neither of these requests are new. They just need to be renewed at the beginning of each new fiscal year.

Thank you very much.

--

Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)**240-362-8017 (Cell Phone)****marty.watts@cumberlandmd.gov**

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 17, 2025 at 2:04 PM

To: Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve.

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**

[Quoted text hidden]

File Attachments for Item:

. Order 27,801 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$41,000 for the entire fiscal year

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

ORDER NO. 27,801

DATE: August 6, 2025

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA 17870 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from L/B Water Service, Inc. for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Forty One Thousand Dollars and No Cents (\$41,000).

Raymond M. Morriss, Mayor

Budget: 002.220 39300 Water Meters and Fittings
002.220 39200 Pipe and Fittings
002.299XI 63000 Cross Connection
002.299XQ 63000 Replace Hydrants/Valves
002 141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: August 5th, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and other common water materials from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$41,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from L/B Water Service in the amount not to exceed \$41,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$41,000

Budget number:

002.220 39300 Water Meters and Fittings

002.220 39200 Pipe and Fittings

002.299XI 63000 Cross Connection

002.299XQ 63000 Replace Hydrants/Valves

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Marty Watts <marty.watts@cumberlandmd.gov>

Sole Source Meter Purchase For FY26

2 messages

Marty Watts <marty.watts@cumberlandmd.gov>

Thu, Jul 17, 2025 at 1:56 PM

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

Good Afternoon Jeff,

Could you please approve the sole source request for L/B Water in the amount of \$287,500 for the purchase of all our water meter purchases throughout the entire year. Sensus requires us to purchase all of our waters, smart points and reading equipment through L/B Water for they are our local retailer.

Also could you please approve the request for a sole source approval for Core & Main, Citco Water, L/B Water and Ferguson Waterworks in the amount of \$41,000 each. This for the purchases of all our meter boxes, valve boxes, meter setters and small water fittings that the prices are set by the market and the prices are the same across the board. So I divide the money that I have budgeted for equally 4 ways.

Neither of these requests are new. They just need to be renewed at the beginning of each new fiscal year.

Thank you very much.

--

Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)**240-362-8017 (Cell Phone)****marty.watts@cumberlandmd.gov**

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 17, 2025 at 2:04 PM

To: Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve.

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**

[Quoted text hidden]

File Attachments for Item:

. Order 27,802 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$41,000 for the entire fiscal year

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

ORDER NO. 27,802

DATE: August 6, 2025

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

THAT, Core & Main LP, PO Box 28330, St. Louis, MO 63146 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from Core & Main LP for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Forty One Thousand Dollars and No Cents (\$41,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220 39300 Water Meters and Fittings
002.220 39200 Pipe and Fittings
002.299XI 63000 Cross Connection
002.299XQ 63000 Replace Hydrants/Valves
002 141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: August 5th, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and other common water materials from Core & Main LP St. Louis MO 631456 (Martinsburg, WV branch). In the amount not to exceed \$41,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from Core & Main LP in the amount not to exceed \$41,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$41,000

Budget number:

002.220 39300 Water Meters and Fittings

002.220 39200 Pipe and Fittings

002.299XI 63000 Cross Connection

002.299XQ 63000 Replace Hydrants/Valves

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Marty Watts <marty.watts@cumberlandmd.gov>

Sole Source Meter Purchase For FY26

2 messages

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Thu, Jul 17, 2025 at 1:56 PM

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Good Afternoon Jeff,

Could you please approve the sole source request for L/B Water in the amount of \$287,500 for the purchase of all our water meter purchases throughout the entire year. Sensus requires us to purchase all of our waters, smart points and reading equipment through L/B Water for they are our local retailer.

Also could you please approve the request for a sole source approval for Core & Main, Citco Water, L/B Water and Ferguson Waterworks in the amount of \$41,000 each. This for the purchases of all our meter boxes, valve boxes, meter setters and small water fittings that the prices are set by the market and the prices are the same across the board. So I divide the money that I have budgeted for equally 4 ways.

Neither of these requests are new. They just need to be renewed at the beginning of each new fiscal year.

Thank you very much.

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Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)**240-362-8017 (Cell Phone)****marty.watts@cumberlandmd.gov**

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 17, 2025 at 2:04 PM

To: Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve.

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**

[Quoted text hidden]

File Attachments for Item:

. Order 27,803 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$41,000 for the entire fiscal year

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

ORDER NO. 27,803

DATE: August 6, 2025

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

THAT, CITCO Water, PO Box 632059, Cincinnati, OH 45263 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from CITCO Water for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Forty One Thousand Dollars and No Cents (\$41,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220 39300 Water Meters and Fittings
002.220 39200 Pipe and Fittings
002.299XI 63000 Cross Connection
002.299XQ 63000 Replace Hydrants/Valves
002 141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: August 5th, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes Frost-Free Lids and other common water materials from CITCO Water, Cincinnati, OH 45263 (Morgantown WV Branch). In the amount not to exceed \$41,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from CITCO Water in the amount not to exceed \$65,500 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$41,000

Budget number:

002.220 39300 Water Meters and Fittings

002.220 39200 Pipe and Fittings

002.299XI 63000 Cross Connection

002.299XQ 63000 Replace Hydrants/Valves

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Marty Watts <marty.watts@cumberlandmd.gov>

Sole Source Meter Purchase For FY26

2 messages

Marty Watts <marty.watts@cumberlandmd.gov>

Thu, Jul 17, 2025 at 1:56 PM

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

Good Afternoon Jeff,

Could you please approve the sole source request for L/B Water in the amount of \$287,500 for the purchase of all our water meter purchases throughout the entire year. Sensus requires us to purchase all of our waters, smart points and reading equipment through L/B Water for they are our local retailer.

Also could you please approve the request for a sole source approval for Core & Main, Citco Water, L/B Water and Ferguson Waterworks in the amount of \$41,000 each. This for the purchases of all our meter boxes, valve boxes, meter setters and small water fittings that the prices are set by the market and the prices are the same across the board. So I divide the money that I have budgeted for equally 4 ways.

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Thank you very much.

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Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)**240-362-8017 (Cell Phone)****marty.watts@cumberlandmd.gov**

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 17, 2025 at 2:04 PM

To: Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve.

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**

[Quoted text hidden]

File Attachments for Item:

. Order 27,804 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$41,000 for the entire fiscal year

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

ORDER NO. 27,804

DATE: August 6, 2025

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

THAT, Ferguson Waterworks, 295 Interstate Circle, Frederick, MD 21704, is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from Ferguson Waterworks for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Forty One Thousand Dollars and No Cents (\$41,000.00).

Raymond M. Morriss, Mayor

Budget 002.220 39300 Water Meters and Fittings
002.220 39200 Pipe and Fittings
002.299XI 63000 Cross Connection
002.299XQ 63000 Replace Hydrants/Valves
002 141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: August 5th, 2025

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and common water materials from Ferguson Waterworks 295 Interstate Circle Frederick, MD 21704. In the amount not to exceed \$41,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from Ferguson Waterworks in the amount not to exceed \$41,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$41,000

Budget number:

002.220 39300 Water Meters and Fittings

002.220 39200 Pipe and Fittings

002.299XI 63000 Cross Connection

002.299XQ 63000 Replace Hydrants/Valves

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Marty Watts <marty.watts@cumberlandmd.gov>

Sole Source Meter Purchase For FY26

2 messages

Marty Watts <marty.watts@cumberlandmd.gov>

Thu, Jul 17, 2025 at 1:56 PM

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

Good Afternoon Jeff,

Could you please approve the sole source request for L/B Water in the amount of \$287,500 for the purchase of all our water meter purchases throughout the entire year. Sensus requires us to purchase all of our waters, smart points and reading equipment through L/B Water for they are our local retailer.

Also could you please approve the request for a sole source approval for Core & Main, Citco Water, L/B Water and Ferguson Waterworks in the amount of \$41,000 each. This for the purchases of all our meter boxes, valve boxes, meter setters and small water fittings that the prices are set by the market and the prices are the same across the board. So I divide the money that I have budgeted for equally 4 ways.

Neither of these requests are new. They just need to be renewed at the beginning of each new fiscal year.

Thank you very much.

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Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)**240-362-8017 (Cell Phone)****marty.watts@cumberlandmd.gov**

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Jul 17, 2025 at 2:04 PM

To: Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve.

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**

[Quoted text hidden]

File Attachments for Item:

. Order 27,805 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal

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

ORDER NO. 27,805

DATE: August 6, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that has 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 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, scrap or disposal:

Item No.	Department	Item Description	Model/Serial No.
101	Comm.Dev.	2014 CHEVROLET EQUINOX LS	2GNFLEEK4E6224581
708	WWTP	2011 FORD ESCAPE	1FMCU9DG7BKA67145
710	Cen. Serv.	1999 CHEVROLET CG21405 CARGO VAN	1GCGG25R5X1097293
900	Veh. Maint	2013 CHEVROLET SILVERADO	1GCRKSE76DZ384760
ARE Truck Cap	Street	ARE TRUCK CAP for 2007 F150	
Miller Welder	Fleet	MILLER MILLERMATIC 250 WELDER	KC184648

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: August 5, 2025

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:

101	Comm. Dev.	2014 CHEVROLET EQUINOX LS	2GNFLEEK4E6224581
708	WWTP	2011 FORD ESCAPE	1FMCU9DG7BKA67145
710	Cen. Serv.	1999 CHEVROLET CG21405 CARGO VAN	1GCGG25R5X1097293
900	Veh. Maint.	2013 CHEVROLET SILVERADO	1GCRKSE76DZ384760
ARE Truck Cap	Street	ARE TRUCK CAP for 2007 F150	
Miller Welder	Fleet	MILLER MILLERMATIC 250 WELDER	KC184648

Amount of Award: NA

Budget number: NA

Grant, bond, etc. reference: NA

File Attachments for Item:

. Order 27,806 - accepting the proposal from CDW-G for the purchase of the Palo Alto PA-1420 yearly support and software subscriptions to provide updates and maintenance for the City's Firewalls in the amount not to exceed \$40,395.01

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

ORDER NO. 27,806

DATE: August 6, 2025

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

THAT, the proposal from CDW-G for the purchase of the Palo Alto PA-1420 yearly support and software subscriptions to provide updates and maintenance for the City's Firewalls be and is hereby accepted in the amount not to exceed Forty Thousand Three Hundred Ninety Five Dollars and One Cent (\$40,395.01).

Raymond M. Morriss, Mayor

Budget: 001.033 48201/ 001.034 48201

Council Agenda Summary

Meeting Date: ?

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Palo Alto firewall one year support/maintenance/subscriptions

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

IT would like to request an order to purchase support and software subscriptions for our Palo Alto PA-1420 Firewalls. Firewall maintenance is critical in case of an equipment failure. These devices guard our network against attackers from the Internet. Software subscriptions are important because they keep our firewall updated, intelligent, and effective against modern threats. They provide:

Real-time threat updates (malware, IPs, URLs)

Advanced protection (IPS, antivirus, sandboxing)

Web and app control (filtering and blocking)

Cloud-based security intelligence

Access to vendor support and firmware updates

Without a subscription, our firewalls become outdated and much less effective at protecting our network.

We solicited quotes for this with a deadline of 7/25/25 and only received one quote from CDWG.

The amount for this, \$40,395.01, is budgeted from 001.034 48201 and 001.033 48201, software as a service.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMWT662	7/18/2025	PMWT662	1275425	\$40,395.71

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks AIOPS for NGFW - subscription license renewal (1 year) - Mfg. Part#: PAN-PA-1420-AIOPS-NGFW-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	8066911	\$2,583.14	\$2,583.14
Palo Alto Networks AIOPS for NGFW - subscription license renewal (1 year) - Mfg. Part#: PAN-PA-1420-AIOPS-NGFW-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	8066911	\$2,583.14	\$2,583.14
Palo Alto Prisma Access Agent - subscription license renewal (1 year) - 1 d Mfg. Part#: PAN-PA-1420-PAA-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	8416069	\$2,562.14	\$2,562.14
Palo Alto Prisma Access Agent - subscription license renewal (1 year) - 1 d Mfg. Part#: PAN-PA-1420-PAA-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	8416069	\$2,542.23	\$2,542.23
Palo Alto Networks Advanced Threat Prevention - subscription license renewal Mfg. Part#: PAN-PA-1420-ATP-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	7649840	\$3,843.20	\$3,843.20

QUOTE DETAILS (CONT.)

Palo Alto Networks Advanced Threat Prevention - subscription license renewal	1	7649840	\$3,786.32	\$3,786.32
Mfg. Part#: PAN-PA-1420-ATP-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)	1	7649842	\$3,843.20	\$3,843.20
Mfg. Part#: PAN-PA-1420-AWF-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)	1	7649842	\$3,786.32	\$3,786.32
Mfg. Part#: PAN-PA-1420-AWF-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Advanced URL Filtering - subscription license renewal (1)	1	7809052	\$3,843.20	\$3,843.20
Mfg. Part#: PAN-PA-1420-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Advanced URL Filtering - subscription license renewal (1)	1	7809052	\$3,786.32	\$3,786.32
Mfg. Part#: PAN-PA-1420-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	7649844	\$3,618.25	\$3,618.25
Mfg. Part#: PAN-SVC-PREM-1420-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				
Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	7649844	\$3,618.25	\$3,618.25
Mfg. Part#: PAN-SVC-PREM-1420-R Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)				

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$40,395.71
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$40,395.71

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CUMBERLAND ACCTS PAYABLE 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Payment Terms: Request Terms	Shipping Address: CITY OF CUMBERLAND JOHNNA BYERS 57 N LIBERTY ST CUMBERLAND, MD 21502-2331 Phone: (301) 722-2000 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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File Attachments for Item:

. Order 27,807 - authorizing the execution of Change Order No. 2 with Harbel Inc., for additional work not specified in the original contract for pier cap repair and safety lagging for the Marion Street Bridge Repairs (City Project 2023-12-BRDG) in the amount of \$100,362.99, bringing the new contract value to \$369,775.06

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

ORDER NO. 27,807

DATE: August 6, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 with Harbel, Inc., 11521 Milnor Avenue/PO BOX 358, Cumberland MD 21502, for costs associated with pier cap repair and safety lagging for Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) be and is hereby accepted in the amount not-to-exceed One Hundred Thousand Three Hundred Sixty Two Dollars and Ninety Nine Cents (\$100,362.99), bringing the total project cost not to exceed Three Hundred Sixty Nine Thousand Seven Hundred Seventy Five Dollars and Six Cents (\$369,775.06)

Raymond M. Morriss, Mayor

Original Contract Price	\$253,220.00
Change Order No. 1	\$16,192.07
Change Order No. 2	\$100,362.99
Total Price after CO 2	\$369,775.06

Budget:
115.GP1.63000

Council Agenda Summary

Meeting Date: 8/6/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 2 to Marion Street Bridge Repairs, 2023-12-BRDG

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

This change order is for the costs associated with the pier cap repair and safety lagging. These items are necessary in order to repair the concrete and stabilize formwork to remain in place. This results in an overall increase of \$100,362.99 with the new contract value now being \$369,775.06.

Amount of Award: \$100,362.99

Budget number: 115.GP1.63000

Grant, bond, etc. reference: City Funds

General Contractors

Telephone (301) 729-8303
Fax (301) 729-0163

City of Cumberland
Marion Street Bridge
ATTN: Matt Idleman

- Pricing only includes the above scope, additional billing for MOT, Mobilization, and Falsework will still need to be billed on the main contract.
- Harbel Inc. takes no responsibility for any engineering or design for either portion of this work. We gave the engineer our recommendations on how to perform this work but cannot and will not stamp any drawings for this work for final approval and installation.
- Pricing does not include any third-party engineering for lagging or pier work. If this is required, it will come with an additional cost.
- Pricing is presented with the assumption that this work can be completed over live traffic without shutting any lanes down on I-68. Any changes to this will come with an additional cost.

- Pricing excludes any repair to the existing deck
- Pricing excludes removal of Oak lagging and metal form work

If you should have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

HARBEL, INCORPORATED

Tristan Kimble

Tristan Kimble
Estimator/Project Manager

Harbel Inc.

Job:	Marion Street Bridge Repair									Job:	203	
										Last Modified:	7/23/25 7:26	
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Equipment Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
6	Marion Street Bridge Safety Lagging				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	LABOR				\$ -		\$ -		\$ -		\$ -	
1	Superintendent	24	HR		\$ -		\$ -		\$ -	76.76	\$ 1,842.24	
1	Carpenter Foreman	80	HR		\$ -		\$ -		\$ -	61.43	\$ 4,914.40	
2	Carpenter	80	HR		\$ -		\$ -		\$ -	54.5	\$ 8,720.00	
3	Laborer	80	HR		\$ -		\$ -		\$ -	46.2	\$ 11,088.00	
1	Crane Operator	80	HR		\$ -		\$ -		\$ -	73.58	\$ 5,886.40	
					\$ -		\$ -		\$ -		\$ -	
	SUBCONTRACTOR				\$ -		\$ -		\$ -		\$ -	
1	East Coast Scaffolding	1	LS	2500	\$ 2,500.00		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	EQUIPMENT				\$ -		\$ -		\$ -		\$ -	
1	35TN Crane	80	HR		\$ -	130	\$ 10,400.00		\$ -		\$ -	
1	Pick-up Truck	80	HR		\$ -	40	\$ 3,200.00		\$ -		\$ -	
1	Gas Power Generator	40	HR		\$ -	30	\$ 1,200.00		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	MATERIAL				\$ -		\$ -		\$ -		\$ -	
1	3/4" Plywood	90	SH		\$ -		\$ -	30	\$ 2,700.00		\$ -	
1	Oak Lagging	725	PC		\$ -		\$ -	13	\$ 9,425.00		\$ -	
1	2x6x8	200	EA		\$ -		\$ -	10	\$ 2,000.00		\$ -	
1	Fasteners	1	LS		\$ -		\$ -	400	\$ 400.00		\$ -	
1	Saftey Teather System	1	LS		\$ -		\$ -	9240	\$ 9,240.00		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ 2,500.00		\$ 14,800.00		\$ 23,765.00		\$ 32,451.04	\$ 73,516.04
											\$ 32,451.04	Total Labor
											\$ 23,765.00	Total Material
											\$ 14,800.00	Total Equipment
											\$ 2,500.00	Total Subcontractor
										6%	\$ 1,425.90	Sales Tax
											\$ 74,941.94	Sub Total
										10%	\$ 3,245.10	O&P Labor
										10%	\$ 2,376.50	O&P Material
										0%	\$ -	O&P Subcontractor
											\$ 80,563.54	Sub Total
										0.00%	\$ -	Bond
											\$ 80,563.54	Grand Total

Harbel Inc.

Job:	Marion Street Bridge Repair									Job:	203	
										Last Modified:	7/23/25 7:26	
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Equipment Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
7	Marion Street Bridge Pier Repair				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	LABOR				\$ -		\$ -		\$ -		\$ -	
1	Superintendent	8	HR		\$ -		\$ -		\$ -	76.76	\$ 614.08	
2	Carpenter Foreman	32	HR		\$ -		\$ -		\$ -	61.43	\$ 3,931.52	
2	Laborer	32	HR		\$ -		\$ -		\$ -	46.2	\$ 2,956.80	
1	Ironworker	24	HR		\$ -		\$ -		\$ -	73.97	\$ 1,775.28	
					\$ -		\$ -		\$ -		\$ -	
	EQUIPMENT				\$ -		\$ -		\$ -		\$ -	
1	INGERSOLL RAND Air Compressor	16	HR		\$ -	60	\$ 960.00		\$ -		\$ -	
1	30lb Chipping Hammer	16	HR		\$ -	5	\$ 80.00		\$ -		\$ -	
1	Riviot Buster Demo Hammer	16	HR		\$ -	5	\$ 80.00		\$ -		\$ -	
1	Pick-up Truck	32	HR		\$ -	40	\$ 1,280.00		\$ -		\$ -	
1	Gas Power Concrete Mixer	32	HR		\$ -	30	\$ 960.00		\$ -		\$ -	
1	Diesel Welder	24	HR		\$ -	35	\$ 840.00		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	MATERIAL				\$ -		\$ -		\$ -		\$ -	
1	Kaaufman Suregrout	1	LS		\$ -		\$ -	750	\$ 750.00		\$ -	
1	Epoxy	20	TU		\$ -		\$ -	45	\$ 900.00		\$ -	
1	Wood Forms	1	LS		\$ -		\$ -	500	\$ 500.00		\$ -	
1	Metal Forming Materials	1	LS		\$ -		\$ -	2500	\$ 2,500.00		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ -		\$ 4,200.00		\$ 4,650.00		\$ 9,277.68	\$ 18,127.68
											\$ 9,277.68	Total Labor
											\$ 4,650.00	Total Material
											\$ 4,200.00	Total Equipment
											\$ -	Total Subcontractor
										6%	\$ 279.00	Sales Tax
											\$ 18,406.68	Sub Total
										10%	\$ 927.77	O&P Labor
										10%	\$ 465.00	O&P Material
										0%	\$ -	O&P Subcontractor
											\$ 19,799.45	Sub Total
										0.00%	\$ -	Bond
											\$ 19,799.45	Grand Total

File Attachments for Item:

. Order 27,808 - accepting the proposal from Vialytics for software to aid with pavement management that will help inform yearly pavement plans in the annual cost of \$15,908.64 plus a one-time Onboarding and Training fee of \$950, for a total not to exceed cost of \$64,584.56, with the cost broken down annually for four years

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

ORDER NO. 27,808

DATE: August 6, 2025

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

THAT, the proposal from Vialytics, 23 Dalton Place, Edison, NJ 08817, for the purchase of software to aid with pavement management to inform yearly pavement plans in the annual cost of Fifteen Thousand Nine Hundred Eight Dollars and Sixty Four Cents (\$15,908.64) plus a one-time Onboarding and Training cost of Nine Hundred Fifty Dollars and No Cents (\$950.00) bringing the total four year cost to Sixty Four Thousand Five Hundred Eighty Four Dollars and Fifty Six Cents (\$64,584.56) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:

001.052.48201

FY26: \$16,828.64

FY27: \$15,908.64

FY28: \$15,908.64

FY29: \$15,908.64

Council Agenda Summary

Meeting Date: 8/6/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Vialytics Contract for Pavement Management

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

The City would like to procure the services of Vialytics in order to aid with pavement management within the City of Cumberland. Vialytics provides the software and ability to create a scoring system for the quality of the City of Cumberland's roads, which leads to developing our yearly pavement plans. Vialytics will be a four year contract in the amount of \$15,908.64 per year with a one-time \$950.00 Onboarding & Training cost. Over the course of four years, the total cost of Vialytics will be \$64,584.56.

Our existing pavement management software was discontinued and after several months of research, Vialytics was chosen as the best option, based on price and product received.

Amount of Award: \$64,584.56 (Over 4 years - \$16,858.64 for FY26, \$15,908.64 for FY27-29).

Budget number: 001.052.48201

Grant, bond, etc. reference: City Funds



RECURRING SERVICES

Item Name	Quantity	Unit Price	Article Discount	Net per Year	Gross Total per Year (incl. VAT)
vialytics Enterprise - Main Roads incl.	131	\$528.00	77%	\$15,908.64	\$15,908.64
Documentation					
Pavement Copilot					
Roadway Asset Copilot					
Work Order Management Plus					
Integration Plus					
Planning Copilot					
vialytics Smart Phone	3	\$800.00	100%	0	0
Free User Accounts	40	-	0%	-	-
				\$15,908.64	\$15,908.64

ONE-TIME SERVICE FEES

Item Name	Quantity	Unit Price	Article Discount	Net Price	Gross Total (inc. VAT)
Onboarding & Training	1	\$9,500.00	90%	\$950.00	\$950.00
Hardware Package	6	\$250.00	100%	0	0
				\$950.00	\$950.00

Custom Clause #1: Customer can terminate this agreement with no penalty after Year Three and Year Four.

General Terms and Conditions

The parties agree to be bound by the terms of the vialytics General Terms and Conditions ("GTC") available at <https://www.vialytics.com/gtc>, which is incorporated herein by reference. This Order and the GTC together constitute the entire agreement between vialytics and Licensee governing the products and services referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Order and the GTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. The terms of this Order are vialytics confidential information.

Signatures

CUMBERLAND, MD 8/15/2025 _____ Place, Date  _____ Signature client	Edison, NJ, 07-24-2025 _____ Place, Date  _____ Andreas Kozma President
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File Attachments for Item:

. Order 27,809 - accepting the bids from Allegany Aggregates, Inc./Allegany Concrete and/or American Concrete, LLC and/or Red Barn Concrete for the purchase of Concrete Materials in the not to exceed amount of \$100,000, based on product availability when needed

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

ORDER NO. 27,809

DATE: August 6, 2025

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

THAT, the bids from the following vendors be and are hereby accepted for the purchase of Concrete Material in the not to exceed amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), based on product availability when needed:

- 1) Allegany Aggregates, Inc./Allegany Concrete, PO Box 127, Cumberland, MD 21501 in the unit price not to exceed \$151.90 per Yard; or
- 2) American Concrete, LLC, 61 National Hwy., Cumberland, MD 21502 in the unit price not to exceed \$170 per Yard; or
- 3) Red Barn Concrete, Inc., PO Box 231, Ellerslie, MD 21529 in the unit price not to exceed \$207 per Yard.

Raymond M. Morriss, Mayor

Budget:
127.08V 63000
001.056 40200
002.220 40301
003.320 40301

Council Agenda Summary

Meeting Date: 8/5/2025

Key Staff Contact: Devin Burke

Item Title:

Order Authorizing the purchase of Concrete Materials from Multiple Vendors in excess of \$25,000. Not to exceed \$100,000

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

Requesting an order to accept Purchase of Concrete Materials from Multiple Vendors in excess of \$25,000. This amount is not to exceed \$100,000

Allegany Aggregates: \$151.90 / YD

American Concrete: \$ 170 / YD

Red Barn Concrete: \$ 207 / YD

Materials must be purchased locally due to their time sensitive installation requirements. Availability will be considered first when sourcing, followed by price.

This purchase will be in accordance with the Purchasing Guidelines, *Sec. 2-171 Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment. (a) Purchases requiring bidding.*

Amount of Award:

Not to Exceed \$100,000

Budget number:

127.08V 63000

001.056 40200

002.220 40301

003.320 40301

Grant, bond, etc. reference:

N/A

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

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

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

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

Q U O T A T I O N

CITY OF CUMBERLAND [CUMCIT]
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502

Quoted: 07/25/2025
Firm Date: 12/31/2025

Project: CONCRETE PRICES [CONPRI]

Plant Code	Product Description	Mat'l FOB Plant	Freight	Total
SG	FLOWABLE FILL (WFF-91-1)	\$129.95	\$31.00	\$160.95 Per Cu. Yd.
SG	2000 PSI	\$139.30	\$31.00	\$170.30 Per Cu. Yd.
SG	2500 PSI	\$142.10	\$31.00	\$173.10 Per Cu. Yd.
SG	3000 PSI	\$145.60	\$31.00	\$176.60 Per Cu. Yd.
SG	3500 PSI	\$149.00	\$31.00	\$180.00 Per Cu. Yd.
SG	MD MIX #3 (W3W-N35-91-2)	\$150.55	\$31.00	\$181.55 Per Cu. Yd.
SG	4000 PSI	\$151.90	\$31.00	\$182.90 Per Cu. Yd.
SG	4500 PSI	\$154.75	\$31.00	\$185.75 Per Cu. Yd.
SG	MD MIX #6 (W6W-N35-91-3)	\$154.75	\$31.00	\$185.75 Per Cu. Yd.
SG	5000 PSI	\$158.20	\$31.00	\$189.20 Per Cu. Yd.
SG	FIBERMESH	\$11.00	\$0.00	\$11.00 Per Cu. Yd.
SG	HOT WATER	\$5.00	\$0.00	\$5.00 Per Cu. Yd.
SG	NON CHLOR ACCEL - 1 %	\$6.80	\$0.00	\$6.80 Per Cu. Yd.
SG	NON CHLOR ACCEL - 2%	\$13.60	\$0.00	\$13.60 Per Cu. Yd.
SG	SUPER PLASTICIZER	\$15.75	\$0.00	\$15.75 Per Cu. Yd.
SG	4 PM - 6 AM CHARGE/YD	\$25.00	\$0.00	\$25.00 Per Cu. Yd.
SG	SATURDAY CHG/YD (5 YD MIN)	\$25.00	\$0.00	\$25.00 Per Cu. Yd.
SG	WAITING TIME	\$100.00	\$0.00	\$100.00 Per Hour
SG	SM LOAD 1 YD - 2 3/4 YD	\$200.00	\$0.00	\$200.00 Per Load
SG	SM LOAD 3 YD - 4 3/4 YD	\$150.00	\$0.00	\$150.00 Per Load
SG	SM LOAD 5YD - 6 3/4 YD	\$120.00	\$0.00	\$120.00 Per Load
SG	FUEL SURCHARGE	\$20.00	\$0.00	\$20.00 Per Load

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

Allegany Concrete reserves the right to increase the prices quoted for concrete in the event that Allegany Concrete receives an increase in cement and admixture cost. In the event of a increase in cement and admixtures, Allegany Concrete will only adjust the price to cover the increase of cement or admixture cost per yard. No additional markup will be included in the increase. The base price for calculating the increase will be the cement and admixture price as of this quote.

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

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

Subject to Fuel Surcharge.

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

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

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

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

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

Q U O T A T I O N

**CITY OF CUMBERLAND [CUMCIT]
Project: CONCRETE PRICES [CONPRI]**

**Quoted: 07/25/2025
Firm Date: 12/31/2025**

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

Prices could vary if going into another zone.

Thank You,

David W. Bennett

**David W. Bennett
Sales Manager**

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

From: **American Concrete** <americanconcrete411@gmail.com>

Date: Wed, Jul 30, 2025 at 4:04 PM

Subject: American Concrete Pricing

To: <kenny.dawson@cumberland.md.gov>, <devin.burke@cumberland.gov>

Pricing structure:

4000 or 4007 Picked Up	\$250	CY
4500 with Slag	\$185	CY
4000 mix	\$170	CY
4007 small stone mix	\$173	CY
Winter Concrete (Hot Water)	\$5	CY
Micro Fiber / Industrial Fiber	\$7 per pound / \$21 per pound	CY
Calcium Flakes	\$23 per bag	Each bag is 1% for a truck
Accelerator (NC or C)	\$14 for 2%	CY
Short Load Charges	\$100 for less than 7 CY	Per Truck
Delivery Fees	\$5 per mile from Mix Plant	Per Truck
Environmental Fees	\$18.95 – every truck	Per Truck

AMERICAN CONCRETE LLC
americanconcrete411@gmail.com
61 National Highway
Cumberland, MD 21502
(301) 724-2000 Ext. 4

Red Barn Concrete, Inc.

PO Box 231

Ellerslie, MD 21529

(301) 777-7177

shafferconst@atlanticbbn.net

Concrete Price List

1 – 3 Yards	\$207.00/yard plus tax
3 – 6 Yards	\$205.00/yard plus tax
6 – 9 Yards	\$197.00/yard plus tax
Accellerator	\$ 12.00/yard plus tax
Fiber	\$ 8.00/yard plus tax

File Attachments for Item:

. Order 27,810 - Rescinding Order 27,705, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 305 Washington St. (Tax No. 06-042007) owned by Hemlock Leasing LLC, based on total eligible project costs of \$81,390 for a Property Tax Credit of \$8,139 valid for 5 years and a Property Tax Assessment Freeze for 3 years

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

ORDER NO. 27,810

DATE: August 6, 2025

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

THAT, Order No. 27,705 approved on May 6, 2025 be and is hereby rescinded due to misstated terms; and

BE IT FURTHER ORDERED THAT, the property located at 305 Washington Street (Tax No. 06-042007), owned by Hemlock Leasing LLC is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Eighty One Thousand Three Hundred Ninety Dollars and No Cents (\$81,390.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Eight Thousand One Hundred Thirty Nine Dollars and No Cents (\$8,139.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is applicable for Three years for this project since the ratio of the project investment versus the pre-improvement value of Two Hundred One Thousand Eight Hundred Dollars and No Cents (\$201,800.00) is 40%.
3. The effective tax year to when these incentives should be applied is 2025/2026 (fiscal year 2026)

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,811 - rescinding Order 27,709, originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit for property at 208 Washington St. (Tax No. 06-029736) owned by Mike Clark, based on total eligible project costs of \$14,565.73 for a Property Tax Credit of \$1,456.57 valid for 5 years

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,811

DATE: August 6, 2025

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

THAT, Order No. 27,709 approved on May 6, 2025 be and is hereby rescinded due to misstated terms; and

BE IT FURTHER ORDERED THAT, the property located at 208 Washington Street (Tax No. 06-029736), owned by Mike Clark is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Fourteen Thousand Five Hundred Sixty Five Dollars and Seventy Three Cents (\$14,565.73) as follows:

1. Real Estate Property Tax Credit - in the amount of One Thousand Four Hundred Fifty Six Dollars and Fifty Seven Cents (\$1,456.57) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted. Any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is not applicable for this project since the ratio of the project investment versus the pre-improvement value of Two Hundred Fifty Two Thousand Dollars and No Cents (\$252,000.00) is less than 10%.
3. The effective tax year to when these incentives should be applied is 2025/2026 (fiscal year 2026).

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,812 - rescinding Order 27,710 originally approved on May 6, 2025 due to misstated terms and approving a Historic District Tax Incentive Program credit and assessment freeze for property at 619 Washington St. (Tax No. 06-035418) owned by Mary Margaret Dusenbery, based on total eligible project costs of \$270,800 for a Property Tax Credit of \$13,540 valid for 5 years and a Property Tax Assessment Freeze for 6 years

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,812

DATE: August 6, 2025

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

THAT, Order No. 27,710 approved on May 6, 2025 be and is hereby rescinded due to misstated terms; and

BE IT FURTHER ORDERED THAT, , the property located at 619 Washington Street (Tax No. 06-035418), owned by Mary Margaret Dusenbery is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Two Hundred Seventy Thousand Eight Hundred Dollars and No Cents (\$270,800.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Thirteen Thousand Five Hundred Forty Dollars and No Cents (\$13,540.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted. Any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is applicable for Six years for this project since the ratio of the project investment versus the pre-improvement value of Two Hundred Eighty Nine Thousand Dollars and No Cents (\$289,000.00) is 90%.
3. The effective tax year to when these incentives should be applied is 2025/2026 (fiscal year 2026).

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,813 - authorizing the requirement that persons entering any City-owned building must wear a shirt, pants and shoes

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

ORDER NO. 27,813

DATE: August 6, 2025

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

THAT the Mayor and City Council be and is hereby authorized to declare the requirement that persons entering any City-owned building must wear a shirt, pants and shoes.

Raymond M. Morriss, Mayor