COMMISSIONER MEETINGS
2ND AND 4TH TUESDAY OF EACH MONTH
(410) 226-5122



101 Market Street
P.O. Box 339
Oxford, Maryland 21654

Commissioners of Oxford

November 25, 2026

The Honorable Elizabeth L. Gunn
United States Bankruptcy Court for the
District of Columbia
333 Constitution Avenue N.W.
Washington, D.C. 20001

Re: 26-00039-ELG Morris Street Development, LLC

Dear Judge Gunn:

I am writing on behalf of the Commissioners of Oxford to bring to the Court's attention material misrepresentations and omissions by counsel for Debtor at the status conference the Court held on November 18, 2026. Contrary to counsel's claim that "no one has a greater interest" than Debtor in preserving the Robert Morris Inn, her flagrant misrepresentations (made in the presence of her client, Mr. Snyder), appear designed solely for the purpose of delaying any repairs, which in turn ensures further deterioration of the structure. Whether this is in pursuit of a strategy to cause the Inn to fall into such disrepair that portions of the structure will simply have to be demolished remains to be seen.

At the status conference on November 18, the Court expressed understandable frustration about the fact that, as characterized by the U.S. Trustee, "nothing has transpired in this case" since the plan filed in April 2026. In response to these concerns, Debtor's counsel, Ms. Christianna Cathcart, claimed that the Debtor's failure to even begin the roof repair authorized some seven months ago was the fault of the Town of Oxford and a contractor Debtor finally engaged in October. To the best of our knowledge, nearly everything that Ms. Cathcart told you in this regard either was untrue or omitted critical facts suggesting an intention by Ms. Cathcart to mislead the Court, Lender's counsel, and the U.S. Trustee.

First, Ms. Cathcart asserted that a contractor had been engaged and paid a portion of the authorized funds, but had failed to perform any of the repairs and then terminated the contract. Here are the facts: Consistent with the Lender's engineer's report from last April, the Town's building inspector in September had recommended that steps be taken to address the mold infestation that had resulted from the leak in the roof that had gone unrepaired for nearly a year. On September 29th, a local contractor hired by Debtor, Raymond Tull, LLC, requested a permit from the Town just to repair the roof, which the Town granted on an emergency basis within 48 hours. Subsequently, Tull

obtained an evaluation that recommended that steps also be taken to isolate the upper floors from exposure to the mold. Tull advised the Town that, because he was not qualified to conduct mold remediation, he had given Mr. Snyder three options: terminate his agreement and refund to RMI the $3,022.52 he had been paid; engage another contractor to address the mold remediation; or go forward with just the roof repair. Mr. Tull reported to the Town on October 28 that Mr. Snyder had never responded to his proposal and that Mr. Tull therefore had terminated his agreement with Debtor and refunded the $3,022.52 he had been paid. To be crystal clear, at no time had the Town of Oxford demanded that any work beyond the roof repair be completed, and the Town had issued a permit to conduct the roof repair, which was the only repair for which a permit had been sought.

Second, Ms. Cathcart represented that Debtor then engaged a new contractor "and sought a permit for the limited repairs" to the roof, which she said she "understood" that "the Town declined to issue" because it was "seeking a broader roof replacement." This was entirely untrue. In fact, the Town Planner spoke to this second contractor, Patrick Riordan of Economy Roofing, on November 7, 2026 (the day after Mr. Riordan first reached out to the Town) to answer questions, after which the Town heard nothing from him. At no time did this second contractor apply for a permit, nor did the Town ever tell Mr. Riordan that any work beyond the roof repair would be required.

After we learned what Ms. Cathcart had represented to the Court at the status conference on November 18, we reached out to Mr. Riordan, who told us that Mr. Snyder had never responded to him about starting any repairs, that he understood that relations between Mr. Snyder and the lender had become "complicated" because of "opposing positions" the two had taken, and that he did not want to get in the middle of their dispute.

Again, to be crystal clear, everything Ms. Cathcart told you in this regard was false: Mr. Riordan never "sought a permit" to repair the roof; the Town had never "declined to issue a permit" to repair the roof; and the Town had never sought "a broader roof replacement" as a condition to issuing any permit to repair the roof.

Third, Ms. Cathcart told the Court that she had "reached out to the Town Manager" about these issues "but have not yet received a response." Although this was technically true, Ms. Cathcart failed to include a key fact: The one – and only – time that Ms. Cathcart ever attempted to contact the Town of Oxford was a voicemail she left in the evening before the 10 a.m. November 18 status conference.

In this regard, Ms. Cathcart either negligently left a false impression that the Town had failed to timely respond to Ms. Cathcart's attempt to contact the Town, or intentionally left that impression by failing to advise the Court that her first and only effort to "reach out" to the Town was a voicemail message she left for the Town Manager on the evening of November 17. Her final statement to the Court at the

status conference that "until the Town provides some response, it's difficult to get things going and moving forward" certainly appears to have been intended to leave exactly the impression that the Town – and not the Debtor and Ms. Cathcart – was responsible for all of these delays.

Whatever her intent, Ms. Cathcart clearly had an obligation to correct the statement of Lender's counsel Monique Almy concerning Ms. Cathcart's purported efforts to contact the Town. According to Ms. Almy, Ms. Cathcart "certainly made those efforts in reaching out to the Town," prompting Ms. Almy's further comment that she was "a little flabbergasted that [the Town] wouldn't have returned her call at this point. It's been a while …"

We presume that Ms. Almy's comments were based entirely on what Ms. Cathcart had told her, either at the status conference or previously. But the only thing that anyone should find "flabbergasting" about any of this is that Ms. Cathcart failed until the evening of November 17 – seven *months* after the roof repair was authorized and the night before the status conference – to "reach out" to the Town about any assistance she needed with the roof repair. Equally "flabbergasting" is that either Ms. Cathcart or Ms. Almy would represent to the Court that the Town of Oxford had not timely and diligently responded to every request that has been made of it concerning this matter, or that the Town was responsible for the ongoing and entirely inexplicable failure of the Debtor or the Lender to have addressed the roof repair authorized last April.

We fully agree with Ms. Almy's statement that the "appropriate thing to happen here is to get the leak repaired and to preserve that property." We also fully support the statement by Mr. Deerin (on behalf of a group of several citizens that includes Mr. Tull) that the Robert Morris Inn needs to be "adequately protected and maintained so that its historic and economic value is not irreparably diminished while this proceeding remains pending." But we have no faith at all in Ms. Cathcart's statement the Debtor shares these concerns or interests. To many observers, it appears that everything Ms. Cathcart and the Debtor have done from the outset of this matter has been to secure delay which *ensures* further deterioration of the structure, perhaps with the ultimate goal of attempting to justify its demolition in whole or in part.

It is notable that the Town's outside counsel reached out to Ms. Cathcart on November 17 to respond to the voicemail she left on November 17. To date, the Town has received no response or any further communication from Ms. Cathcart or the Debtor.

Because the two-month extension the Court granted was premised on material misrepresentations and omissions by counsel for the Debtor, the Town of Oxford respectfully requests that the Court reschedule a status conference at the soonest practical time so that the Court can make a determination of next steps based on all of the actual facts. We believe that a sale of the Inn supervised by the Court is the only

practical way that this historic Inn can survive under new ownership. The Town would appreciate an opportunity to appear at such a conference to address any questions that the Court may have of the Town.

Sincerely,

Katrina Greer

President of the Commissioners of the Town of Oxford, Maryland

cc:

Christianna Cathcart, Esq.
Monique Almy, Esq.
Kristen Eustis, Esq.
Dick Deerin