



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall Council Chambers, 57 N. Liberty Street, Cumberland

DATE: October 04, 2022

OPEN SESSION 6:15 p.m.

Pledge of Allegiance

Roll Call

Presentations

1. Recognition of Retired Fire Chief William Herbaugh and Retired Deputy Chief William Beeghly on their recent induction into the 2022 MIEMSS Region I Hall of Fame by Dwayne Kitis, Maryland Institute for Emergency Medical Services Systems (MIEMSS) Region I Administrator, and Fire Chief Shannon Adams. Both were inducted for their many years of providing outstanding contributions to emergency medical services to the citizens of Cumberland.
2. Presentation of awards given in recognition of employee career milestones
3. Recognition of employee retirements

Approval of Minutes

1. Approval of the Closed Session Minutes of June 21, 2022

Public Hearings

1. Public Hearing - to receive comments on the City's Consolidated Annual Performance Evaluation Report (CAPER) for the 2021 Fiscal Year

Unfinished Business

(A) Ordinances

1. Ordinance No. 3926 (*2nd and 3rd readings*) - authorizing the transfer of 471 Baltimore Avenue to Bechance LLC for the purchase price of \$100

New Business

(A) Resolutions

1. Resolution No. R2022-08 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to two (2) separate projects generally identified as police vehicles and influent screening system upgrades from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2
2. Resolution R2022-09 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the tax years 2021-2022 and 2022-2023, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

(B) Ordinances

1. Ordinance No. 3927 (*1st reading*) - authorizing the transfer of 119 Pennsylvania Avenue to Taryn Crites for the purchase price of \$1,000

(C) Orders (Consent Agenda)

1. Order 27,092 - abating 2022-23 taxes in the amount of \$11,470.86 for the City-owned cellular tower located at 600 Bishop Walsh Road.
2. Order 27,093 - Authorizing the purchase a used 2010 Ford E-450 Ambulance from District #16 VFD for the cost not to exceed \$50,000
3. Order 27,094 - authorizing the Chief of Police to accept a FY22 Bureau of Justice Assistance award in the amount of \$4,800 requiring a 50% match from the City for the replacement of outdated body armor vests
4. Order 27,095 - authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY23 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection
5. Order 27,096 - authorizing the Chief of Police to accept the FY23 Community Grant in the amount of \$30,800 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols
6. Order 27,097 - ending the authorization provided by Order No. 26,467 to make payment to the Allegany County Commissioners for invoices pertaining to the Replacement of the Baltimore Street Bridge (9-18-BR) as of October 4, 2022, and authorize a Cost Share Agreement with MD SHA regarding the same project, with the City's portion estimated at the amount not to exceed \$144,228.30, which represents 20% of the revised total estimated cost of \$721,141.50
7. Order 27,098 - authorizing the execution of a Subrecipient Agreement with the Union Rescue Mission of Western Maryland, Inc. regarding the disbursement of up to \$749,000 of U.S. Coronavirus Local Fiscal Recovery Funds for the purchase and remodeling of 710 N. Centre St.

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approval of the Closed Session Minutes of June 21, 2022

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, June 21, 2022; 4:30 p.m.

The Mayor and City Council convened in public session and immediately moved into executive session pursuant to Section 3-305 (b)(7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding a potential grant agreement and tax issues.

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

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Joseph George and Laurie Marchini.

ALSO PRESENT: Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services

File Attachments for Item:

1. Public Hearing - to receive comments on the City's Consolidated Annual Performance Evaluation Report (CAPER) for the 2021 Fiscal Year

Consolidated Annual Performance and Evaluation Report
2020 CAPER
July 1, 2021 – June 30, 2022

The City of Cumberland announces the availability for public review and comments, the Consolidated Annual Performance Evaluation Report (CAPER) for the 2021 fiscal year. The CAPER is the official report submitted to HUD that evaluates accomplishments against City 5-year Consolidated Plan goals and objectives. The CAPER specifically describes accomplishments for projects funded using Community Development Block Grant (CDBG) funds during the year as described in the City's 2021 Annual Action Plan and CDBG Cares Act funds. *The Public Hearing to receive comments on the CAPER will be held on October 4, 2022 at 6:15 p.m. during the Mayor & City Council meeting at City Hall.* This meeting room is accessible.

The CAPER covers accomplishments realized from July 1, 2021 – June 30, 2022. The report evaluates progress towards meeting goals and objectives for the categories of housing, homelessness, public services, public facilities, infrastructure, economic development, and planning; while addressing fair housing and the needs of special populations.

The City received \$809,120 (annual allocation of CDBG funds) and \$6550 in program income. Projects funded by prior year awards continued to be expended. A total of \$700,995 (\$543,977 in formula funds and \$157,018 in CARES Act funds) was expended on activities under the categories of housing, public facility & infrastructure improvements, public services, and administration. Over 4,300 low-moderate income residents of Cumberland were directly positively impacted by CDBG funded activities. Sub recipients and City projects matching funds were \$605,699.

The 2021 CAPER report will be submitted to HUD on October 6, 2022. **The required minimum 15-day comment period will run from Saturday, September 17, 2022 through Wednesday, October 5, 2022.** Anyone wishing to review and provide comments related to the year-end report or to request additional meeting room accommodations should contact Lee Borrer, Senior Community Development Specialist, City of Cumberland, Department of Community Development, 57 North Liberty Street, Cumberland, Maryland 21502 at (301) 759-6437 or TDD # 1-800-735-2258 or e-mail to lee.borrer@cumberlandmd.gov; at least 3 days before October 4, 2022. All comments received will be forwarded to HUD for inclusion in the year-end report.

NOTES:

Infrastructure/Facilities:

Fort Cumberland Homes and Jane Frazier sidewalks projects completed, YMCA Gilchrist HVAC 2020 and 2021 completed, South Penn Playground and Constitution Park's Inclusive Playground completed, YMCA Riverside Dehumidification Project Completed, Baltimore Street Redesign, Queen City Drive and South Street sidewalk improvements are underway, Constitution Park Splashpad Area and Guard Station rehabilitation planning is underway. Allegany Youth Enrichment Program's Youth Center rehabilitation is underway.

Housing & Homeless Services:

Family Crisis Resource Center's Abuse Intervention Program served 26 people, Cares Act funds to Associated Charities prevented homelessness for 6 households and provided a COVID sanitation machine for the YMCA transitional homeless shelter serving 94 persons, 137 people were fed by YMCA's food program.

Public Services

Health-192 people received short and long term prescriptions, 25 people in need received emergency dental assistance, 161 people utilized broadband & technology connection to the internet in South Cumberland, 48 children received services for child abuse and neglect and Jane's Place, Inc. provided educational and outreach events to targeted populations in Cumberland, Cumberland City Police Department provided targeted foot and bike patrols to 4 targeted neighborhoods; Center City, Rolling Mill, Decatur Heights and Chapel Hill while interacting with over 400 people.

ADV. Saturday, September 17, 2022

File Attachments for Item:

1. Ordinance No. 3926 (*2nd and 3rd readings*) - authorizing the transfer of 471 Baltimore Avenue to Bechance LLC for the purchase price of \$100

ORDINANCE NO. 3926

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 471 BALTIMORE AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO BECHANCE LLC, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND 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 471 Baltimore Avenue, Cumberland MD (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 "2020 Request for Bids Surplus Properties Round I" but was not bid upon in the original solicitation for bids;

WHEREAS, the City has since received a bid for the Property through the City's "Ongoing Surplus Property Sale" and staff is recommending that the Mayor and City Council award the bid for the property known as 471 Baltimore Avenue to Bechance LLC ("Purchaser") for the amount of \$100.00 (One Hundred Dollars); 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 accept the bid of Bechance LLC for the sum of \$100.00 (One Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon;
- B. Each purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Properties 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;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. 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 a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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 requirements;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ 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, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

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

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, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, 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 \$ _____ 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

File Attachments for Item:

. Resolution No. R2022-08 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to two (2) separate projects generally identified as police vehicles and influent screening system upgrades from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

RESOLUTION NO. R2022-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
A RESOLUTION DECLARING THE OFFICIAL INTENT OF MAYOR AND CITY
COUNCIL OF CUMBERLAND TO REIMBURSE EXPENDITURES PAID WITH
RESPECT TO TWO SEPARATE PROJECTS GENERALLY IDENTIFIED AS POLICE
VEHICLES AND INFLUENT SCREENING SYSTEM UPGRADE FROM PROCEEDS
OF “REIMBURSEMENT BONDS” IN ACCORDANCE WITH U.S. TREASURY
REGULATION SECTION 1.150-2.

RECITALS

1. Pursuant to appropriations provided for in the fiscal year 2023 budget, Mayor and City Council of Cumberland, a Maryland municipal corporation (the “City”), has or will be acquiring and outfitting sport utility vehicles for use by the Police Department and completing an influent screening system upgrade project (collectively, the “Projects” or, individually, a “Project”).

2. The City anticipates borrowing money for costs of the Projects, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City (collectively, or individually by series, the “Bonds”).

3. The City reasonably expects to spend City funds on costs of the Projects prior to issuance of the Bonds or any interim financing issued or incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Projects, and/or (ii) to use Bonds proceeds to refinance all or a portion of any interim borrowing issued or incurred by the City that is applied to reimburse the City for previously paid costs of the Projects.

4. Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that local governments funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond”, all within the meaning of the Reimbursement Regulations.

5. The City is an “issuer” for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing issued or incurred in anticipation of the Bonds) original expenditures made for costs of the Projects.

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

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to the Projects shall be deemed to include any changes in the scope of activities of either Project made by the City in accordance with applicable budgetary or other law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Projects shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing related to either or both Projects and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of its reasonable expectation that the City will

(i) expend money to pay costs of the Projects prior to the issuance of the Bonds (or any interim financing issued or incurred in anticipation of the Bonds), and (ii) use proceeds of the Bonds (or such interim financing), which Bonds (or such interim financing) will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such previously paid costs of the Projects. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Bonds expected to be issued for the Projects (and the maximum principal amount of any interim financing to be issued or incurred in anticipation of the Bonds) is One Million Seven Hundred Thousand Dollars (\$1,700,000); such specified maximum principal amount applies, to the extent applicable, both to any Bonds issued for such Projects and to any interim financing issued or incurred for such Projects.

[CONTINUED ON FOLLOWING PAGE]

SECTION 4. This Resolution shall take effect from the date of its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

Introduced: _____, 2022

Adopted: _____, 2022

Votes for adoption: _____

Votes against adoption: _____

Abstentions: _____

Effective: _____, 2022

#228082;10002.001

File Attachments for Item:

. Resolution R2022-09 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the tax years 2021-2022 and 2022-2023, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland

- Maryland -

RESOLUTION

RESOLUTION NO. R2022-09

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT
CORPORATION, INC., A PROPERTY TAX CREDIT FOR THE
TAX YEARS 2021-2022 AND 2022-2023**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. is such a property owner designated in Section 9-302(b)(4) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit against the municipal corporation property tax imposed on the Western Maryland Scenic Railroad Development Corporation, Inc. for the tax years 2021-2022 and 2022-2023.

NOW, THEREFORE, BE IT RESOLVED THAT, the Western Maryland Scenic Railroad Development Corporation, Inc. be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax years 2021-2022 and 2022-2023.

*Given under our Hands and Seals this 4th day of October, 2022, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor



13 Canal Street, 2nd floor
Cumberland, MD 21502

WMSR is a 50103 not-for-profit corporation founded in 1988

September 15, 2022

Mayor Morriss and City Council
City Hall
57 North Liberty Street
Cumberland, MD 21502

Re: Western Maryland Scenic Railroad Development Corp. Tax #: D02128841

Dear Mayor Morriss, City Council, et al:

As granted to Western Maryland Scenic Railroad in previous years, we are requesting a tax credit/abatement for the property taxes assessed to our organization for the Tax Year 2021-2022 and also 2022-2023. We apologize for the delay in our request as the previous administration did not submit this in a timely manner and the 2022-2023 reminder sent was not received by us. Please consider taking action on this abatement during your next public meeting. WMSR does not own real estate property.

If any additional information is needed, or if you have any questions, please do not hesitate to contact me regarding this request for tax abatement/credit at: 301-759-4400.

Sincerely,

Wesley Heinz
Executive Director
Western Maryland Scenic Railroad

Inquiry

Documents Exist

Prop#...: D0-2128841
Owner...: WESTERN MARYLAND SCENIC RAILROAD DE
Address: CORP
Mail To: WESTERN MARYLAND SCENIC RAILROAD DEV
217 GLENN STREET SUITE 200
CUMBERLAND MD 21502-
Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 9/15/2022
Total Billed: 88,228.24
Tot. Dsc App: .00
Total Paid...: .00
Total Due W/SC: 88,228.24

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2021	3	3	212190015	71151.76	.00	17076.48	.00	88228.24

File Attachments for Item:

. Ordinance No. 3927 (*1st reading*) - authorizing the transfer of 119 Pennsylvania Avenue to Taryn Crites for the purchase price of \$1,000

ORDINANCE NO. 3927

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 119 PENNSYLVANIA AVENUE, CUMBERLAND, MD 21502 FROM TARYN CRITES IN THE AMOUNT OF ONE THOUSAND DOLLARS, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE SUBJECT TO THE TERMS SET FORTH HEREINAFTER,."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 119 Pennsylvania Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,675, passed by the Mayor and City Council on July 21, 2020;

WHEREAS, the Property was included in the solicitation for bids known as the "2020 Request for Bids Surplus Properties Round I" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Taryn Crites (the "Purchaser") for the sum of One Thousand Dollars (\$1,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Dollars (\$100.00) 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 _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 4th day of October, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and **Taryn Crites** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Dollars (\$1,000.00) 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, her personal representatives, heirs and assigns, forever in fee simple:

All that lot or parcel of ground situate, lying and being on the Westerly side of Pennsylvania Avenue in the City of Cumberland, Allegany County, State of Maryland comprising Lot No 112 in Laing's Second Addition to Cumberland, a Plat of which said Addition is recorded in Plat Index 1, folio 72, among the land Records of Allegany County, Maryland and which said lot is more particularly described as follows;

Beginning for the same at the intersection of the Westerly side of Pennsylvania Avenue with the Northerly line of Laing's Second Addition to Cumberland and running thence with the Westerly side of said Pennsylvania Avenue (1) South 14 degrees, 10 minutes West 28 feet 5 inches; thence (2) North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley; thence with said alley (3) North 14 degrees 10 minutes East 27 feet 9 inches; thence (4) South 76 degrees 10 minutes East 100 feet to the place of beginning.

IT BEING the same property that was conveyed from Brandy Walker FKA Brandy A. McCloud to the Grantor by deed dated May 15, 2019 and recorded among the Land Records of Allegany County, Maryland in Book 2477, Page 27.

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, her personal representatives, heirs and assigns, in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of October, 2022, 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 \$1,000.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 27,092 - abating 2022-23 taxes in the amount of \$11,470.86 for the City-owned cellular tower located at 600 Bishop Walsh Road.

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

ORDER NO. 27,092

DATE: October 04, 2022

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

THAT, the City Comptroller be and is hereby authorized to abate 2022-23 taxes in the amount of \$11,470.86 (Eleven Thousand, Four Hundred Seventy Dollars and Eighty-Six Cents) for the City-owned cellular tower located at 600 Bishop Walsh Road.

Raymond M. Morriss, Mayor

Dear Property Owner: This is your Tax Bill

APPLIES TO REAL ESTATE TAXES ONLY
INSTRUCTIONS ON USE OF TAX BILL:

1. To pay semi-annual, fold and tear off the right portion of the tax bill (Coupon #1) and pay before September 30. Retain the second coupon to return with the second payment of the tax bill. (Coupon #2) for payment before December 31. Penalty / Interest will be assessed each month after September 30 and December 31, respectively. This is the only copy you will receive.

Prior year taxes due?.....**SEE HERE** → → →

2. To select annual payment schedule, fold and tear off the left portion of the tax bill and discard the semi-annual coupons.

\$35.00

A return check charge of \$35.00 will be assessed on every bill that is paid with a check that is returned by the bank or other financial institution on which it is drawn. Payment of this bill for current taxes will not prevent legal action if taxes for prior years or other municipal liens are unpaid. Failure to receive a bill does not excuse the payment of taxes, interest and penalty. It is the property owner's responsibility to secure a bill for payment if one is not received. Legal action to enforce payment of taxes will be commenced against the property on which prior years taxes have not been paid.

If prior year taxes due, any payments received will be applied to the oldest year due.

For additional tax information lift the bottom panel

To Pay by Credit Card,

please see reverse side of the panel below

When paying in person, please present the entire bill.

When paying by mail enclose a stamped self addressed envelope for receipt return.

Account Number	06050301	Assessment Corrected	Assessed	1,082,667
Real Estate		Rate	1.0595	Amount
				11,470.86
BILL# 202211053		INT. & PENALTY STARTS		
		10/01/2022 2% PER MONTH		
Account Number	06050301	Total Tax	11,470.86	

CUMBERLAND MAYOR & CITY COUNCIL
WATER TOWER
END OF BISHOP WALSH RD
HAYSTACK MT

Oct. and beyond includes interest

TAX PAYER	ANNUAL PAYMENT AMOUNTS			COUPON #2 AMOUNTS			COUPON #1 AMOUNTS					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	11,470.86	11,470.86	11,470.86	11,700.28	11,929.70	12,159.12	12,388.54	12,617.96	12,847.38	13,076.80	13,306.22	13,535.64

FOR ADDITIONAL TAX INFORMATION LIFT THIS PANEL AT THE BOTTOM

WHEN PAYING IN PERSON, PRESENT THE ENTIRE BILL

TAX YEAR 7/01/2022-6/30/23

TAX YEAR 7/01/2022-6/30/23

TAX YEAR 7/01/2022-6/30/23

CITY OF CUMBERLAND - 301-759-6409
57 N. LIBERTY STREET - CUMBERLAND, MD 21502
Make Checks Payable to: MAYOR & CITY COUNCIL

Tax Description	Rate	Amount
Real Estat	1.0595	11,470.86
BILL# 202211053		
INT. & PENALTY STARTS		
10/01/2022 2% PER MONTH		
Total Tax	11,470.86	

CITY OF CUMBERLAND
57 N. LIBERTY STREET
CUMBERLAND, MD 21502
Make Checks Payable to:
MAYOR & CITY COUNCIL

SEMI ANNUAL PAYMENT COUPON # 2

CITY OF CUMBERLAND
57 N. LIBERTY STREET
CUMBERLAND, MD 21502
Make Checks Payable to:
MAYOR & CITY COUNCIL

SEMI ANNUAL PAYMENT COUPON # 1

Oct. and beyond includes interest

Account Number	06050301	Assessment Corrected	Assessed	1,082,667
PAY THIS AMOUNT				
Jul	11,470.86	Jan	12,388.54	
Aug	11,470.86	Feb	12,617.96	
Sep	11,470.86	Mar	12,847.38	
Oct	11,700.28	Apr	13,076.80	
Nov	11,929.70	May	13,306.22	
Dec	12,159.12	Jun	13,535.64	

PAY THIS AMOUNT

Dec	*****
Jan	*****
Feb	*****
Mar	*****
Apr	*****
May	*****
Jun	*****

PAY THIS AMOUNT

Jul	*****
Aug	*****
Sep	*****
Oct	*****
Nov	*****
Dec	*****

ACCOUNT# 06050301
CUMBERLAND MAYOR & CITY COUNCIL

ACCOUNT# 06050301
CUMBERLAND MAYOR & CITY COUNCIL

File Attachments for Item:

. Order 27,093 - Authorizing the purchase a used 2010 Ford E-450 Ambulance from District #16 VFD for the cost not to exceed \$50,000

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

ORDER NO. 27,093

DATE: October 04, 2022

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

THAT, the Fire Department be and is hereby authorized to purchase a used 2010 Ford E-450 Ambulance from District #16 Volunteer Fire Department for the cost not to exceed Fifty Thousand Dollars (\$50,000).

Raymond M. Morriss, Mayor

Budget Number: FY2023 001.043.64000 (Fire Department)

Council Agenda Summary

Meeting Date: October 4, 2022

Key Staff Contact: Fire Chief Shannon Adams

Item Title: *Purchase Used 2010 Ford E-450 Ambulance from District #16 VFD*

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

Request approval to purchase a used 2010 Ford E-450 Ambulance from District #16 Volunteer Fire Department at a cost of Fifty Thousand Dollars (\$50,000.00) to replace CFD Ambulance #343, a 2007 International Ambulance, that did not pass DOT Inspection and needs extensive repairs.

This 2010 Ford Ambulance (VIN: 1FDXE4FP7ADA12809) has approximately 60,000 miles, passed its DOT inspection and State inspection, is up-to-date on preventative maintenance, owned by a VFD with a low call volume, and will be able to operate from our outdated South End Fire Station #2 built in 1926.

Background:

CFD Ambulance #343 front end and axle needs to be replaced and the transmission needs repaired. It is not cost effective to make these repairs on a vehicle that is due to be replaced within the next year.

The purchase of this used ambulance from District #16 is most cost efficient and serves a stopgap or temporary solution until a new ambulance can be purchased and plans finalized for a new South End Fire Station #2.

TOTAL COST: *\$65,000.00 (\$50,000.00 vehicle purchase price plus \$15,000.00 to paint/wrap, letter, stripe and some equipment)*

Budget number: *(FY2023 001-043-64000)*

Grant, bond, etc. reference: *Unbudgeted Emergency Expense*

File Attachments for Item:

. Order 27,094 - authorizing the Chief of Police to accept a FY22 Bureau of Justice Assistance award in the amount of \$4,800 requiring a 50% match from the City for the replacement of outdated body armor vests

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

ORDER NO. 27,094

DATE: October 04, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a FY22 Bureau of Justice Assistance grant in the amount of Four Thousand Eight Hundred Dollars (\$4,800) requiring a 50% match from the City for the replacement of outdated body armor vests.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 4, 2022

Key Staff Contact: Captain James Burt/Chief Chuck Ternent

Item Title: FY22 Bureau of Justice Assistance Bulletproof Vest Partnership Grant

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

Authorize the Chief of Police to accept a FY22 Bureau of Justice Assistance award in the amount of \$4,800 requiring a 50% match from the City for the replacement of outdated body armor vests.

Amount of Award: \$4,800.00

Budget number:

Grant, bond, etc. reference: Grant, 50% match



James Burt <james.burt@cumberlandmd.gov>

Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement

1 message

BVP Email Account <ojp@public.govdelivery.com>

Wed, Sep 21, 2022 at 12:21 PM

Reply-To: ojp@public.govdelivery.com

To: james.burt@cumberlandmd.gov

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the **BVP System**. A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Thank you BVP Program Support Team

Bureau of Justice Assistance

This email was sent to james.burt@cumberlandmd.gov using GovDelivery Communications Cloud on behalf of:
Department of Justice · Washington, DC

APPLICATION SUMMARY

Date Submitted to BVP: 05/05/22

Application Status: Approved by BVP

APPLICATION PROFILE

Participant CUMBERLAND CITY

Fiscal Year 2022

Number of Agencies Applied 0

Total Number of Officers for Application 46

Number of Officers on Approved Applications 46

APPLICATION PROFILE

Fiscal Year 2022

Vest Replacement Cycle 5

Number of Officers 46

Number of Stolen or Damaged Emergency Replacement Needs 0

Number of Officer Turnover 0

APPLICATION SUMMARY FOR FY 2022 REGULAR FUND

Applicant	Quantity	Total Cost	Date Submitted	Status
CUMBERLAND CITY	12	\$9,600.00	05/05/22	Approved by BVP View Details
Grand Totals:	12	\$9,600.00		

AWARD SUMMARY FOR FY 2022 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$9,600.00	\$4,800.00	09/21/22	Approved by BVP
Grand Totals:	\$9,600.00	\$4,800.00		

File Attachments for Item:

. Order 27,095 - authorizing the Chief of Police to accept a Maryland Highway Safety Office grant for FY23 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection

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

ORDER NO. 27,095

DATE: October 04, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a FY23 Maryland Highway Safety Office Grant in the amount of Three Thousand Dollars (\$3,000) for police overtime concentrating on DUI Reduction and Occupant Protection.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 4, 2022

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Ternent

Item Title: FY23 Maryland Highway Safety Office DUI/Occupant Protection Grant

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

Authorize the Chief of Police to accept a Maryland Highway Safety Office grant for FY23 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection.

Amount of Award: \$3,000

Budget number:

Grant, bond, etc. reference: Grant

PROJECT AGREEMENT
6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: DUI Enforcement	FOR MHSO USE ONLY
	PROJECT NUMBER: LE-Cumberland PD-2023-076
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$2,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$2,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Eric Bonner		NAME: Chuck Tement	
TITLE: Lieutenant		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6475	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: eric.bonner@cumberlandmd.gov		E-MAIL: chuck.tement@cumberlandmd.gov	
SIGNATURE & DATE:		SIGNATURE & DATE:	
Eric Bonner	(Electronically Signed) 09/13/2022	Chuck Tement	(Electronically Signed) 09/19/2022

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2022	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2023	\$2,000.00
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	

PROJECT AGREEMENT
6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: Occupant Protection	FOR MHSO USE ONLY
	PROJECT NUMBER: LE-Cumberland PD-2023-077
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$1,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$1,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: Eric Bonner		NAME: Chuck Tement	
TITLE: Lieutenant		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6475	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: eric.bonner@cumberlandmd.gov		E-MAIL: chuck.tement@cumberlandmd.gov	
SIGNATURE & DATE:		SIGNATURE & DATE:	
Eric Bonner	(Electronically Signed) 09/13/2022	Chuck Tement	(Electronically Signed) 09/19/2022

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2022	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2023	\$1,000.00
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	

File Attachments for Item:

. Order 27,096 - authorizing the Chief of Police to accept the FY23 Community Grant in the amount of \$30,800 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols

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

ORDER NO. 27,096

DATE: October 04, 2022

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

THAT the Chief of Police be and is hereby authorized to accept a FY23 Community Grant in the amount of Thirty Thousand Eight Hundred Dollars (\$30,800) which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 4, 2022

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Ternent

Item Title: FY23 Community Grant

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

Authorize the Chief of Police to accept the FY23 Community Grant in the amount of \$30,800.00 which will be utilized to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. Program funds will be for personnel and program supplies.

Amount of Award: \$30,800.00

Budget number:

Grant, bond, etc. reference: Grant



GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement
Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs
Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

September 12, 2022

Chief Chuck Terment
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: CGPF-2023-0008

Dear Chief Terment:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD 2023 Community Grant**," in the amount of \$30,800.00 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 2023 Community Policing Program helps to promote community outreach and improve community group interaction within our jurisdiction. The program will provide funds which will enable our agency to dedicate officers to neighborhood foot and bike patrols which will enable officers to foster relationships and promote trust. In addition, this program will provide funding that will be used to help establish community groups throughout our area and pay officers to attend a variety of community meetings and special events. Program funds provide an overtime budget that will allow personnel to conduct community patrols and attend community meetings and events. In addition, funds would be used to purchase small trinkets or gifts that will be used to promote awareness and the department and help foster 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 Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Sharon Leason**, 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 cursive script, appearing to read "Kunle Adeyemo".

Kunle Adeyemo, Esq.
Executive Director

cc: Lieutenant Eric Bonner



9/12/2022

Governor's Office of Crime Control and Prevention



Control Number:

43852

Regional Monitor:

Leason, Sharon

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number:	CGPF-2023-0008	
Sub-recipient:	Cumberland Police Department	
Project Title:	CPD 2023 Community Grant	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2022 - 06/30/2023	CFDA: State Special Fund

Funding Summary	Grant Funds	100.0 %	\$30,800.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$30,800.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the


Community Grant Program Fund

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:



Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:



Signature of Authorized Official

TERMENT

Typed Name And Title

9/19/22

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:
Fiscal Specialist:

Leason, Sharon
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	CGPF-2023-0008	
Sub-recipient:	Cumberland Police Department	
Project Title:	CPD 2023 Community Grant	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2022 - 06/30/2023	CFDA: State Special Fund

Funding Summary	Grant Funds	100.0 %	\$30,800.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$30,800.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Overtime for community group/event attendance	Overtime	Grant Funds	\$14,400.00
Overtime for foot & bike patrols	Overtime	Grant Funds	\$14,400.00

Personnel Total: \$28,800.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Promotional items	Grant Funds	1	\$2,000.00	\$2,000.00

Other Total: \$2,000.00

Approved: _____

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2022

File Attachments for Item:

. Order 27,097 - ending the authorization provided by Order No. 26,467 to make payment to the Allegany County Commissioners for invoices pertaining to the Replacement of the Baltimore Street Bridge (9-18-BR) as of October 4, 2022, and authorize a Cost Share Agreement with MD SHA regarding the same project, with the City's portion estimated at the amount not to exceed \$144,228.30, which represents 20% of the revised total estimated cost of \$721,141.50

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

ORDER NO. 27,097

DATE: October 04, 2022

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

THAT, the authorization provided by Order No. 26,467, dated June 18, 2019, to make payment to Allegany County Government for invoices pertaining to the Replacement of Bridge No. A-C-06 on Baltimore Street Over Wills Creek Project (9-18-BR), be and is hereby ended as of October 4, 2022; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute a Cost Sharing Agreement with the MD State Highway Administration regarding the above referenced project, to provide on-going Engineering Services for said project, with the City's cost share portion estimated at the amount not to exceed One Hundred Forty-Four Thousand, Two Hundred Twenty-Eight Dollars and Thirty Cents (\$144,228.30), which represents 20% of the revised total estimated cost of Seven Hundred Twenty-One Thousand, One Hundred Forty-One Dollars and Fifty Cents (\$721,141.50).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 10/4/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Cost Share Agreement with MDOT SHA for Engineering Services for the Rehabilitation of Bridge No. A-C-06 on Baltimore Street over Wills Creek

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

The City would like to enter into a cost share agreement with MDOT SHA to provide Engineering Services related to the City Project 9-18-BR, Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek. The City's cost share portion estimated at \$144,228.30, which is 20% of the total estimated cost of \$721,141.50.

Amount of Award: \$144,228.30

Budget number: 115.099Y.63000

Grant, bond, etc. reference: City Funds

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No.

A-C-06 on Baltimore Street over Wills Creek in Cumberland, Allegany County

1. I, Robert Smith, P.E., City Engineer, 9/14/22
Name Title Date
Being authorized to act on behalf of Mayor & City Council of Cumberland
Name of County, Municipality or Other Party
Billing address: 57 N. Liberty Street
Cumberland, MD 21502

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. Manage the entire project.
 - b. Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
or
Date of Master Agreement: January 3, 1978
and
Date of Supplemental Letter: October 15, 2018
4. The total estimated costs of this project; \$ 721,141.50, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
or
 - b. not to exceed \$ _____

COST SHARING AGREEMENT

- 5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.

- 6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.

 - b. By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings

- 7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.

- 8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.

- 9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.

- 10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of Date
Requesting Organization

District Engineer or Senior Manager Date

PROJECT COST DERIVATION WORKSHEET

PROJECT NUMBER: AL499

PROJECT DESCRIPTION: Cumberland City-Baltimore St.

LOCAL GOVERNMENT BR/BH PROJECT: TRUE

DATE: 08/30/2022

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW COSTS: \$15,000.00

PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (72.67%): \$10,900.50

CONSULTANT DESIGN COSTS: \$695,241.00

ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.79%): \$0.00
(0% for Local Government BR/BH Projects)

TOTAL PROJECT COST: \$721,141.50

20% Local Government Share: \$144,228.30

80% FEDERAL BR/BH AID SHARE: \$576,913.20

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN: 72.67%

PE OVERHEAD*: 7.79%

File Attachments for Item:

. Order 27,098 - authorizing the execution of a Subrecipient Agreement with the Union Rescue Mission of Western Maryland, Inc. regarding the disbursement of up to \$749,000 of U.S. Coronavirus Local Fiscal Recovery Funds for the purchase and remodeling of 710 N. Centre St.

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

ORDER NO. 27,098

DATE: October 04, 2022

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

THAT the Mayor be and is hereby authorized to execute a Subrecipient Agreement by and between the City of Cumberland and the Union Rescue Mission of Western Maryland, Inc. regarding the disbursement of up to Seven Hundred Forty-Nine Thousand Dollars (\$749,000) of City funding received from U.S. Coronavirus Local Fiscal Recovery Funds to assist with the purchase and remodeling of 710 N. Centre Street to expand the capacity to aid the homeless.

Raymond M. Morriss, Mayor

SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN the City of Cumberland, Maryland
AND
Union Rescue Mission of Western MD Inc.

THIS AGREEMENT entered this ____ day of October, 2022 by and between the City of Cumberland (herein called the “Grantee”) and Union Rescue Mission of Western MD Inc. (herein called the “Sub recipient”).

WHEREAS, the Grantee has received funds from the United States Department of the Treasury Coronavirus Local Fiscal Recovery Funds; Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and

WHEREAS, the Grantee wishes to engage the Sub recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Sub recipient is responsible for improving and expanding access for homeless persons, and those determined to be in need, to have shelter, food security, medical services, counseling services, job training, addictions support services, and assistance with obtaining housing stability and growing life skills to maintain long term stability. The Sub recipient will purchase and remodel the 710 N. Centre Street property to expand capacity to aid the homeless from a 12,000 square foot facility to a 32,000 square foot facility, increasing bed space availability from 84 to 160 potential residents, and increasing the dining room capacity from 50 to 150 people. The Sub recipient will build a modern medical clinic, library, art room, and exercise room to address healthcare needs and teach coping skills. In this new facility, the Sub recipient will provide job training programs in hospitality, maintenance, security, food service and customer service.

Grantee provided funding is for the property acquisition portion of the project which will result in goals and performance measures of this project.

Program Delivery

The Sub recipient will complete the transition to the 710 N. Centre Street property in an estimated 24-month period of time. This includes time for funds procurement during its capital campaign as well as remodeling the property. During the construction phase, the Sub recipient will use other funding sources and may utilize a construction loan, if needed, to meet the goals and performance measures.

General Administration

B. National Objectives

All activities funded with ARPA funds must meet one of the ARPA program’s goals to respond to the COVID-19 public health emergency and meet the urgent needs of the community.

C. Levels of Accomplishment – Goals and Performance Measures

The Sub recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Description</u>	<u>Performance Measure</u>
Activity # 1	Expand capacity to aid the homeless	12,000 Sq. Ft. to 32,000 Sq. Ft.
Activity # 2	Increase bed space availability	From 84 to 160
Activity # 3	Increase dining room capacity	From 50 to 150
Activity # 4	Build a medical clinic and exercise room	Completion
Activity # 5	Build a library and art room	Completion
Activity # 6	Provide job training programs	In place and operating

D. Performance Monitoring

The Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Sub recipient may be required to return funds drawn if found to be in violation of this agreement causing use of funds to be in-eligible.

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on date of execution of this agreement and end on the 30th day of November 30, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of ARPA funds.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Purchase 710 N. Centre Street	\$ 749,000
TOTAL	\$ 749,000

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$749,000.00. Drawdowns for the payment of eligible expenses shall be made against the line- item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall not be paid.

Payments may be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

I. SPECIAL CONDITIONS**VII. GENERAL CONDITIONS****A. General Compliance**

The Sub recipient agrees to comply with the requirements of United States Department of the Treasury Coronavirus Local Fiscal Recovery Funds; Sections 602(b), 603, 603(b), 603(c) and 603(f) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (ARPA), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Sub recipient agrees to comply with Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. “This project is being supported, in whole or in part, by federal award number 117-2 (March 11, 2021) awarded to The City of Cumberland by the U.S. Department of the Treasury”

G. Amendments

The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB 2 CFR Part 200 Subpart E “Cost Principles for Non-Profit Organizations,” an internal controls per 2 CFR 200.303. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the ARPA program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the ARPA program;
- f. Financial records as required by 2 CFR 200.1; and
- g. Other records necessary to document compliance with the Uniform Guidance at 2 CFR Part 200.

2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years past December 31, 2026. The retention period begins on the date of this agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services

provided under this contract, is prohibited by The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and by the Memorandum of Understanding with the Multiple Disciplinary Team Partners (FAM.LAW section 5-701 to 5-717) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian and other applicable laws.

5. Close-outs

The Sub recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over ARPA funds, including program income.

6. Audits & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

2. Progress Reports

The Sub recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Beginning with the execution of this agreement, monthly construction written narrative reports and ARPA project quarterly benefit/accomplishments reports are required and must continue for 5 years after occupancy (see attached quarterly reporting form).

D. Procurement

1. Compliance

The Sub recipient shall comply with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.⁶ Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317 through 2 CFR 200.327 as applicable.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at [2 CFR part 200](#), as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the ARPA objectives pursuant to 24 CFR 570.208 until January 1, 2032. If the Sub recipient fails to use ARPA-assisted real property in a manner that meets an ARPA objective for the prescribed period of time, the Sub recipient shall pay the Grantee \$749,000 to return the value of this agreement. The Sub recipient must retain real property acquired or improved under this Agreement until January 1, 2032, provided no additional provisions under ARPA or the CFR exist governing the property's use or transfer.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that the funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the

Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

4. Any purchase of equipment or real property with SLFRF/ARPA funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

Additionally, the Subrecipient shall:

1. Follow the State of Maryland Clearinghouse Recommendations for Environmental Review and retain the related documentation.
2. Comply with applicable federal environmental laws and regulations.
3. Comply with Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
4. Have a procurement policy in accordance with Uniform Guidance at 2 CFR Part 200, follow it and document it.
5. Access SAM.gov to print out the documentation that any contractor or vendor has not been suspended or debarred. Those who are may not be contracted with or purchased from.
6. Have a Conflict-of-Interest policy, submit the policy to the Grantee, and follow it.
7. Provide the Grantee an organizational chart that includes the Sub recipient's board member names and titles, administrative names and titles and employee positions.
8. Labor Standards - the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program (ARPA). However, this Act's requirements may become applicable if other Federal funds are used on the project or may be used in the future.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local, state and Federal civil rights ordinances. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.); Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23 and Title II of the

Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.). In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments. Sub recipient shall maintain a log and inform the City of Cumberland of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Sub recipient also must inform the City of Cumberland if sub recipient has received no complaints.

2. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1408 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with any activity financed in whole or in part by this federal assistance.

4. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee,

agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying

The Sub recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub recipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

8. False Statements-Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Disclaimer-The City of Cumberland disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract of this award. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the City of Cumberland and sub recipient.

10. Safety-Sub recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Subrecipients are also encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

11. Sub recipient will provide language services for LEP persons by accessing telephonic interpreters to serve clients in need or other necessary interpretation services.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

Date:

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Cumberland

Union Rescue Mission of Western MD, Inc.

By _____
MAYOR RAYMOND M. MORRISS

By _____

Title _____

Attest _____
CITY CLERK

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE

VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of Sub receipt of federal financial assistance from the Department of the Treasury, the Sub recipient named below (hereinafter referred to as the "Sub recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Sub recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Sub recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Sub recipient's program(s) and activity(ies), so long as any portion of the Sub recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Sub recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Sub recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Sub recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Sub recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Sub recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Sub recipient agrees to consider the need for language services for LEP persons when Sub

recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Sub recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Sub recipient and Sub recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Sub recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Sub recipient and the Sub recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Sub recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Sub recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Sub recipient for the period during which it retains ownership or possession of the property.
7. Sub recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Sub recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Sub recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing

regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Sub recipient also must inform the Department of the Treasury if Sub recipient has received no complaints under Title VI.

9. Sub recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Sub recipient and the administrative agency that made the finding. If the Sub recipient settles a case or matter alleging such discrimination, the Sub recipient must provide documentation of the settlement. If Sub recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Sub recipient makes sub-awards to other agencies or other entities, the Sub recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Sub recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Sub recipient is in compliance with the aforementioned nondiscrimination requirements.

Sub recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Sub recipient ARPA Project Quarterly Benefit/Accomplishments
Report for the Quarter Ended: _____**

Please complete the following THREE pages to COMPLY with your ARPA quarterly reports. They will be due by October 10, Jan 10, April 10, and July 10, of each year through project completion or November 30, 2024, whichever is later. Please provide a brief narrative in the space provided regarding project progress for the quarter:

(once 4 quarters are reported, please begin a new set of reports for projects extending beyond June 30, 2023)

Agency Name: Union Rescue Mission of Western MD Inc.

Activity Project Title: Improving and expanding access for homeless persons, and those determined to be in need, to have shelter, food security, medical services, counseling services, job training, addictions support services, and assistance with obtaining housing stability and growing life skills to maintain long term stability.

Contact Name/Phone#:

Project Outcomes/Progress Toward Outcomes:

Agency Name: Union Rescue Mission of Western MD Inc.

Project Title: Improving and expanding access for homeless persons, and those determined to be in need, to have shelter, food security, medical services, counseling services, job training, addictions support services, and assistance with obtaining housing stability and growing life skills to maintain long term stability.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

Please complete the below table providing the budget, all funding sources, and breakdown by quarter of **ACTUAL** spending. Under sources – list each government source by name under the appropriate category of funding. Please total all columns. The quarters are as follows:

Funding Source	Budget	Quarter 1 July-Sept	Quarter 2 Oct-Dec	Quarter 3 Jan-Mar	Quarter 4 Apr-June	Total Year to Date	Remaining Funds
Federal							
City of Cumberland - ARPA	\$ 749,000	\$	\$	\$	\$	\$	\$
State							
	\$	\$	\$	\$	\$	\$	\$
Private							
To Be Determined	\$3,070,000	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$3,819,000	\$	\$	\$	\$	\$	\$

Quarter 1: October 1 – December 31, 2022

Quarter 2: October 1 – December 31

Quarter 3: January 1 – March 31

Quarter 4: April 1 – June 30

Project Benefit/Accomplishments

Income	Q 1 July -Sept.	Q 2 Oct.- Dec.	Q 3 Jan.- March	Q 4 Apr.-June.	TOTAL Year to Date
Expand capacity to aid the homeless 12,000 Sq. Ft. to 32,000 Sq. Ft.					
Increase bed space availability from 84 to 160					
Increase dining room capacity from 50 to 150					
Build a medical clinic and exercise room					
Build a library and art room					
Provide job training programs					
TOTAL					

Race	Q1 Total #	Q2 Total #	Q3 Total #	Q4 Total #	Totals YTD #
White					
Black or African American					
Asian					
American Indian or Alaskan Native					
Native Hawaiian or Other Pacific Islander					
American Indian or Alaskan Native & White					
Asian & White					
Black or African American & White					
Am. Indian or Alaskan Native & Black or African Am.					
White Hispanic					
Black African American Hispanic					
Other Multi-Racial					
TOTAL					
<i>Female Head of Household</i>					
<i>Elderly</i>					
<i>Disabled</i>					

Please provide the information of benefits/accomplishments for the project funded by ARPA (by quarter). Include numbers of people by race, & ethnicity that are served each quarterly time frame. Please complete ALL total and year to date columns.

Signature Below declares the information on this quarterly report is true, complete, and is verified by documents contained in our agency's program files.

SIGN: _____ DATE: _____



710 N. Centre Street Project Proposal

Prepared for: City of Cumberland

Prepared by: David Ziler, Executive Director

August 23, 2022

EXECUTIVE SUMMARY

History and Organizational Background:

The Union Rescue Mission of Western Maryland, Inc. is a 501(c)(3) organization in Cumberland, Maryland classified as a homeless shelter that serves the Tri-State area of Western Maryland, Southwestern Pennsylvania and Northern West Virginia. The mission of the Union Rescue Mission of Western Maryland, Inc. is to decrease homelessness by providing shelter, food, basic necessities and rehabilitation to those living in poverty in the Tri-State Area. The Union Rescue Mission was founded in 1963, with the dedication and opening of the physical facility following on November 8, 1964. Throughout our history, the Union Rescue Mission has been known by its initial slogan as a “beacon of hope in the darkness”. The original Union Rescue Mission was composed of a men’s shelter and was most often frequented and utilized by down trodden who were seeking a better life according to the historical documentation of the ministry. The men’s shelter remains the cornerstone of our Queen City Pavement building. As the face of poverty and the needs of the served population have evolved, adjacent properties were procured in the 1980’s in order to expand the services to include a women and children’s dorm, deemed “Hope House”.

The ministry of the Union Rescue Mission now encompasses housing and feeding those in most desperate need, as well as providing our residents and the public with clothing, hygiene items, medical and psychiatric care, and personalized case management at no cost. A multi-disciplinary approach is now being taken, with the goal of complete rehabilitation, leaving behind the old person tied to poverty and embracing the new hope and future promised through Christ. Individuals who find themselves as residents of the URM complete a basic intake that helps define the needs to be addressed. Each resident is then placed on a uniquely developed housing plan that addresses his or her needs, ranging from procurement of a basic governmental ID, to paying off debt, to educational goals, to eventual housing procurement. The focus of the URM has shifted from the solution of an emergent need to a focus on the future for the individual, with a further goal to decrease the number of homeless in the greater Cumberland, and further Tri-State area. Thus far, the Union Rescue Mission has survived and flourished on the generosity of donors, both individual and corporate, who share the heart of taking care of those less fortunate.

Vision Statement:

To be a beacon of hope for all those who require assistance through the meeting of basic human needs in the greater Cumberland and surrounding areas, providing those needs and also transforming lives to be productive, independent, joyful citizens of our community.

Mission Statement:

The mission of the Union Rescue of Western Maryland, Inc. is to decrease homelessness by providing shelter, food, basic necessities and rehabilitation to those living in poverty in the Tri-State Area with a commitment to the transforming hope found in the Gospel of Jesus Christ.

Anti-Discrimination Statement

Union Rescue Mission of Western Maryland complies with applicable federal and state fair housing laws as they apply to faith-based organizations. Union Rescue Mission of Western Maryland does not discriminate on the basis of race, religion, gender, sexual orientation, age, political affiliation, national origin or disability.

Statement on Racial Injustice

As believers and defenders of the Gospel of Jesus Christ, we stand opposed to the great evils of racism, discrimination, injustice, and violence against all people, but especially against the poor and defenseless.

Problem

Hunger and homelessness are the issues we face on a daily basis. Our doors are open to those who the rest of the world has neglected in an area overrun with poverty. A 2019 study from USA Today outlined Allegany County as the poorest county in Maryland, with Business Insider in October 2018 citing Cumberland as the poorest city in Maryland. According to the United States Census Bureau, those living below the poverty line in the Cumberland, Maryland area have increased from 19.5% in 2012 to 24.4% in 2017, well above National level of 11.8% cited in the 2018 census from the same source. Although most current data is unavailable due to the skewed numbers from the COVID-19 pandemic, we are personally continuing to see an increase in those in need in our county. We believe that all should have access to basic nutrition and not be forced to go hungry. As our population changes, and we adapt, the population in need grows as well.

Cumberland:

www.census.gov

Income & Poverty	
Median household income (in 2017 dollars), 2013-2017	\$32,825
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$20,599
Persons in poverty, percent	24.4%

Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	\$40,888
Per capita income in past 12 months (in 2020 dollars), 2016-2020	\$25,956
Persons in poverty, percent	20.9%

Allegany County:

Income & Poverty	
Median household income (in 2017 dollars), 2013-2017	\$42,771
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$22,355
Persons in poverty, percent	17.0%

Solution

The Union Rescue Mission of Western Maryland wants to improve and expand access for the homeless to have shelter, food security, medical services, counseling services, job training, addictions support services, and assistance with not only obtaining housing stability but growing life skills to maintain long term housing stability. With the purchase and remodel of the 710 N. Centre Street property, the Union Rescue Mission of Western Maryland can expand capacity to aid the homeless from a 12,000 square foot facility to a 32,000 square foot facility, increasing bed space availability from 84 to 160 potential residents, and increasing our dining room capacity

from 50 to 150 people. We will also be able to build a modern medical clinic for the homeless, as well as to address and teach other coping skills with the addition of a modern library, art room, and exercise room. Access to internet services for online schooling as well as job searches will be added to our services. In this new facility, the Union Rescue Mission of Western Maryland will be able to provide job training programs in hospitality, maintenance, security, food service, and customer service.

Project Outline

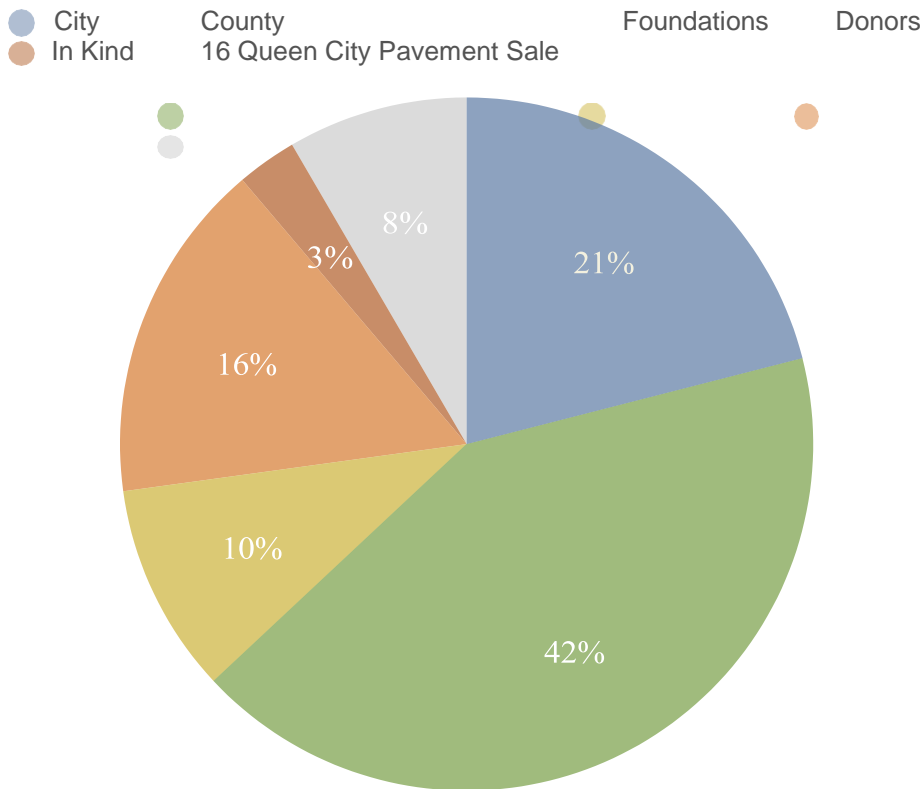
The Union Rescue Mission of Western Maryland will complete the transition to 710 N. Centre Street Property in an estimated 24-month period of time. This includes time for funds procurement during our Capital Campaign, as well as the remodeling of the property. The goal of our Capital Campaign is to come to a close by January 1, 2026, and at this point have all debts paid in full. During the construction phase, the Union Rescue Mission of Western Maryland will use project funding as it is available and also utilize a construction loan if needed to maintain steady flow of the remodeling process. Funding for the project will come from multiple avenues. The Union Rescue Mission will ask the City of Cumberland and Allegany County Governments to help in this project. The Union Rescue Mission of Western Maryland will be seeking private and corporate donors, in-kind donations, foundational grants, as well as monies from the sale of 16 Queen City Pavement to all aide in the funding this \$3,570,000.00 project.

Budget and Timeline

Phase	Description	Estimated Cost	Estimated Deadline
1	Secure 710 N. Centre Street Property	\$1,250,000.00	November 2022
2	Establish Office, Change Utilities	\$5000.00	December 2022
3	Design and Blueprints Completed	\$100,000.00	July 2023
4	Capital Campaign for Remodel	\$10,000.00	January 2026
5	Remodel of 710 N. Centre Street	\$1,700,000.00	October 2024
6	Furniture and Equipment	\$749,000.00	November 1, 2024
7	Grand Opening	\$5000.00	November 1, 2024
Total		\$3,819,000.00	

710 N Centre Street Capital Campaign Proposal

Funding Source	Ask	Committed	Needed
City of Cumberland	\$749,000.00	\$749,000.00	\$0.00
Allegany County	\$1,500,000.00	\$0	\$1,500,000.00
Foundations	\$350,000.00	\$0	\$350,000.00
Donations	\$820,000.00	\$250,000.00	\$570,000.00
16 Queen City Sale	\$300,000.00	\$0	\$300,000.00
In-Kind	\$100,000.00	\$0	\$100,000.00
Totals	\$3,819,000.00	\$999,000.00	\$2,820,000.00



Union Rescue Mission of Western Maryland Inc
Statement of Financial Position
As of July 31, 2022

	Jul 31, 22
ASSETS	
Current Assets	
Checking/Savings	
10003 · Petty Cash	384.07
10004 · PayPal	27,825.92
10001 · MMA-Bank of Romney	51,447.94
10000 · Checking-Standard Bank	94,422.64
10002 · Capital Imp-Standard Bank	401,277.86
Total Checking/Savings	575,358.43
Total Current Assets	575,358.43
Fixed Assets	
14000 · Land	6,900.00
16000 · Van	37,614.50
13110 · 9-11 S Waverly Terrace	65,635.00
15000 · Furniture and Equipment	84,772.97
13100 · Buildings & Improvements - QCP	524,026.64
Total Fixed Assets	718,949.11
TOTAL ASSETS	1,294,307.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	
24104 · Garnishment	-57.69
24103 · State Unemployment Payable	347.20
Total 24000 · Payroll Liabilities	289.51
Total Other Current Liabilities	289.51
Total Current Liabilities	289.51
Total Liabilities	289.51
Equity	
Net Income	-74,834.48
32000 · Unrestricted Net Assets	1,368,852.51
Total Equity	1,294,018.03
TOTAL LIABILITIES & EQUITY	1,294,307.54

Organizational Assets and Community Partnerships:

UPMC
Standard Bank
United Way
LaVale Lion's Club
Rotary Club of Cumberland
DelFest Foundation
Bank of Romney

Western Maryland Food Bank
Wells Fargo Financial Advisors
HRDC
Chick Fil-a LaVale
Anne Ann's Pretzels
Allegany County Homeless Coalition

Union Rescue Mission of Western Maryland Board of Directors

Abilities & Qualifications:

Bruce Irons, President

Accountant, Entrepreneur
Cumberland, MD

David Waugerman

Officer, Bank of Romney - Mutual Funds
Romney, WV

VP - Vacant

Tim Thorne

Retired Military, Dentist
Moorefield, WV

Dixie Pownall, Secretary

Lawyer
Cumberland, MD

Paul Nightingale

Grocery Manager
Keyser, WV

Grover Duling, Treasurer

Dean, retired
Keyser, WV

Scott Knowlton

Pastor
Short Gap, WV

Harold Fike

CPA
LaVale, MD

Donna Dayton

Entrepreneur, Volunteer
Short Gap, WV

Diana Niland

PhD of Nursing
Keyser, WV

Craig Hartsock

Allegany County Retired, Public Service
Pennsylvania

Kim Smith

Retired, Business Management CBIZ
Cumberland, MD

Union Rescue Mission of Western Maryland Administrative Staff

David Ziler, Executive Director
Bachelors Social Work
Associates Human Service
Ordained Pastor Covenant Brethren Church

Andrea Ziler, Assistant Director
Associates of Science
Registered Nurse

Megan Mohler, Administrative Assistant
Associates Business Accounting

Jason Carver - Pastor of Outreach and of Biblical Studies
Masters in Divinity

Union Rescue Mission of Western Maryland Contact Information

16 Queen City Pavement
P.O. Box 1614
Cumberland, MD 21502

Office Phone: 301-724-1585

David Ziler, Executive Directors Cell: 301-785-6271
David Ziler, Executive Directors Email: dziler@urmcumberland.org

Andrea Ziler, Assistant Director Cell: 301-785-2001
Andrea Ziler, Assistant Director Email: aziler@urmcumberland.org

501(c) (3)

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