

**Public Business Meeting
Agenda**

Thursday, May 25, 2023 - 5:00 PM

*Allegany County Office Building, 701 Kelly Road, Allegany Room 100
Cumberland, Maryland 21502*

WE ASK THOSE CITIZENS WISHING TO ADDRESS THE BOARD TO REGISTER ON THE SIGN-UP SHEET AND CONDENSE THEIR COMMENTS TO FIVE MINUTES OR LESS. THIS WILL ALLOW AN OPPORTUNITY FOR EVERYONE WISHING TO COME FORWARD TO HAVE A CHANCE TO SPEAK. WE WILL CONDUCT OUR MEETING IN AN ORDERLY FASHION AND ASK THAT EVERYONE WISHING TO SPEAK FIRST BE RECOGNIZED BY THE PRESIDENT, COME TO THE MICROPHONE, AND GIVE HIS OR HER NAME AND ADDRESS PRIOR TO THEIR COMMENTS.

- 1. Pledge of Allegiance**
- 2. Call to Order & Roll Call**
- 3. Approval of Agenda**
- 4. Approval of Previous Meetings Minutes**
- 5. Presentations**
 - A. Citation, Rocky Gap Casino 10 Year Anniversary - **Brian Kurtz**
- 6. Public Hearing**
- 7. Action Agenda**
 - A. FY24 Budget Message- **David Caporale, Commission President**
 - B. Fiscal Year 2024 Operating and Capital Budget, Resolution 23-18- **Jason Bennett, County Administrator**
 - C. Adopt the Tax Levy & Differential- **Jason Bennett, County Administrator**
 - D. Adopt the Supplemental Levy for Special Taxing Areas- **Jason Bennett, County Administrator**
 - E. Authorize the Director of Finance to Publish- **Jason Bennett, County Administrator**
 - F. Allegany County Utility Rate Recommendation FY 2024- **Brynn Laird, Public Works Engineer III**
 - G. Allegany County Capital Improvement Program (CIP) FY24-28- **Daniel DeWitt, County Engineer**
 - H. Scattered Sites Program Completion/Withdrawal - **David Nedved, Economic & Community Development Representative**

- I. Maryland Mortgage Program, FY23 Housing Bond Allocation, Resolution 23-16 - **David Nedved, Economic & Community Development Representative**
- J. Allegany County Police Accountability Board & Allegany County Administrative Charging Committee, Amendment, Resolution 23-15 - **T. Lee Beeman, County Attorney**

8. Consent Agenda

- A. Maryland DNR requesting approval for the acquisition of Navarre Minerals, adjacent to Wills Mountain State Park
- B. Satellite Fail-Over System Purchase Order - Department of Emergency Services
- C. Rules & Regulations Governing Employees of Allegany County, GIS Technician Job Description - Resolution 23-17
- D. Rules & Regulations Governing Employees of Allegany County, Social Media Policy - Resolution 23-19
- E. Community Promotions, REACT - Robotics and Engineering in Allegany County - Together, Inc.

9. Public Comment

10. Reports

- A. County Administrator
- B. County Attorney

11. Commissioner Comments

12. Reminders/Upcoming Meetings

- A. NEXT MEETING - Thursday, June 8, 2023, 5:00 PM

13. Adjournment

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From:
Subject: Citation, Rocky Gap Casino 10 Year Anniversary - **Brian Kurtz**
Supporting Documents: Yes

1. Summary of Request

The Allegany County Commissioners wish to congratulate Rocky Gap Casino Resort on their 10-year anniversary.

2. Financial Impact

n/a

3. Recommendation

Citation presented to General Manager & Senior Vice President, Brian Kurtz.



ALLEGANY COUNTY

OFFICIAL CITATION

THE BOARD OF COUNTY COMMISSIONERS IN ALLEGANY COUNTY
PUBLICLY RECOGNIZES AND SINCERELY CONGRATULATES

Rocky Gap Casino Resort

ON THEIR 10TH ANNIVERSARY. ROCKY GAP HAS BEEN AN EXCEPTIONAL
COMMUNITY PARTNER, AND WE THANK THEM FOR THEIR COMMITMENT AND
DEDICATION TO THE CITIZENS OF ALLEGANY COUNTY.

PRESENTED BY THE BOARD OF COUNTY COMMISSIONERS ON THIS 25TH
DAY OF MAY, 2023.



David J. Caporale

PRESIDENT DAVID J. CAPORALE

William R. Atkinson

COMMISSIONER WILLIAM R. ATKINSON

Creade V. Brodie Jr.

COMMISSIONER CREADE V. BRODIE, JR.

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Kati Kenney, Public Relations & Communications
Subject: FY24 Budget Message- **David Caporale, Commission President**
Supporting Documents: Yes

- 1. Summary of Request**
Board of County Commissioners Budget Message for FY 24
- 2. Financial Impact**
N/A
- 3. Recommendation**
N/A

Fiscal Year 2024 Budget Message

May 25, 2023

Dear Allegany County Residents:

The Fiscal Year 2024 budget was prepared during a new era that offers continued opportunity for prosperity and growth that our region has not witnessed in a generation or more. We entered this budget with priorities of fully moving on from the COVID-19 pandemic and refocusing to the future of Allegany County.

This budget contains no property tax increases for our residents. We continue to maintain the income tax rate that was reduced for the first time in 24 years during last year's budget process.

We have also been able to provide increased funding to our outside agencies to help offset ever-rising operating costs and keep their operations intact and their locations open. We wanted to thank Allegany College of Maryland, Allegany County Public Schools, Allegany County Health Department, and the Allegany County Library System and many others for their continued partnership and hard work.

Allegany County also made an investment in our workforce to continue to keep pace with ever increasing costs in today's economy. This ensures that we can continue to attract and retain a talented workforce to deliver the services expected by our citizens. We continue to utilize remaining federal funding to spur on greater investment in broadband and economic development opportunities to prepare Allegany County for future prosperity.

Allegany County Government's FY 2024 Operating and the FY 2024 – FY 2028 Capital Improvement Program can be found on the County's website (www.alleganygov.org).

Sincerely,

The Board of County Commissioners

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

William R. Atkinson, Commissioner

701 Kelly Road
Cumberland, MD 21502
E countyclerk@alleganygov.org
T 301 777-5911
alleganygov.org

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Fiscal Year 2024 Operating and Capital Budget,
Resolution 23-18- **Jason Bennett, County
Administrator**
Supporting Documents: Yes

- 1. Summary of Request**
Board of County Commissioners to enact Resolution 23-18, adopting the Fiscal Year Operating & Capital Budget in the amount of \$152,465,411.
- 2. Financial Impact**
\$152,465,411.
- 3. Recommendation**
Approve

RESOLUTION NO. 23-18

WHEREAS, the Board of County Commissioners must adopt a budget by June 30, 2023 for the Fiscal Year July 1, 2023 to June 30, 2024; and

WHEREAS, the Board held a public preliminary budget hearing on April 20, 2023, and sought additional public input at their May 11th public business meeting; and

WHEREAS, the Finance Director, at the request of the Board, held budget hearings with all County departments, and the Allegany County Commissioners held hearings with agencies to review their requests and develop a balanced FY 2024 budget for the Board's review and approval.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND, THAT:

1. The Commissioners adopt the FY 2024 Operating and Capital Budget, as summarized in the attached list of funds, in the amount of \$152,465,411.
2. The Commissioners hereby approve a 2% cost-of-living increase for employees. Across-the-Board increments for employees are not included in this budget.
3. The FY 2024 Budget reaffirms the County's Cash Management/Investment Policy as revised May 1996. We remain within the current self-imposed debt affordability standards, and have lowered our self-imposed debt service goals from more than a \$5 million annually at \$3 million annually.
4. The FY 2024 General Fund Budget will increase by 11%.
5. The FY 2024 Tax Levy continues to reflect the tax differential formula revisions based on the May 27, 2004 ruling by Circuit Court Judge Gary G. Leasure.
6. The FY 2024 budget reflects the operation of Paper Gaming with revenues, after all administrative costs, and in accordance with Section 1-112(f)(2)a, to designate 25% of remaining revenues to fire and rescue companies, and Section 1-112(f)(2)b of the Paper Gaming Regulations to designate the remaining (75%) for capital education project funding. As previously enacted, the county designates the Allegany County Fire & Rescue Board to determine distribution of all revenues as referenced in Section 1-112(f)(2)a for FY2024.
7. The Commissioners will maintain the same property tax for FY2024. The piggyback tax was decreased from 3.05% to 3.03% beginning January 1, 2023. No other taxes or fees have been increased or decreased.
8. The FY2024 Budget reflects an increase of \$2,031,516 in property tax revenue and a \$1,500,000 increase in income tax revenue. \$10,861,269 of fund balance was utilized in balancing this budget.
9. A State of Maryland mandate has placed 50% of the cost of operating the MD State Department of Assessment and Taxation Office in our FY2024 budget at a cost of \$352,000. This is the eleventh year of this mandate, and the amount has seen a reduction from 90% in the first two budget years.
10. The FY2024 State disparity grant was calculated at \$5,504,536, and an additional supplemental disparity grant in the amount of \$1,632,000 will be appropriated as an offset to the teacher pension shift. The cost of the teacher's pension shift became part of the Board of Education's Maintenance of Effort Calculation in FY 2017.
11. The FY2024 Budget provides Maintenance of Effort to the Board of Education, and partially funds requests from Allegany College of Maryland, the Allegany County Health Department, and the Allegany County Library System.
12. The FY2024 Budget stays within our debt service goals.
13. The FY2024 Budget provides for funding of the Western Maryland Scenic Railroad, Allegheny Highlands Trail, Tourism, Arts Council, Cumberland Theatre, Cumberland Historic Cemetery Organization and the Toll House, from collections of the Hotel/Motel tax.
14. The FY 2024 Budget is the thirteenth budget having the County health insurance program as self insured in an effort to manage the costs of it more effectively.

Adopted this 25th day of May, 2023

County Commissioners of Allegany County, Maryland

David J. Caporale, President

Creade V. Brodie, Jr. Commissioner

William R. Atkinson, Commissioner

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Adopt the Tax Levy & Differential- **Jason Bennett,
County Administrator**
Supporting Documents: Yes

1. Summary of Request

Board of County Commissioners to adopt the Tax Levy & Differential and authorize the Collector of Public Assessments of Allegany County to demand and receive from the taxables the sums indicated therein.

2. Financial Impact
TBD

3. Recommendation
Approve



Tax Levy and Differential May 25, 2023

Real Property

The State Tax Rate has been fixed by the Board of Public Works of the State of Maryland at 11.2 cents (\$0.1120) per \$100 of assessable real property subject to such tax which added to the non-city tax rate of \$0.9750 dollars (\$0.9750) makes a total of \$1.0870 on each \$100 of assessable non-city property subject to such tax.

Personal Property

The State Tax Rate has been fixed by the Board of Public Works of the State of Maryland at 0.0 cents (\$0.00) per \$100 of assessable personal property subject to such tax which added to the non-city tax rate of \$2.4375 dollars (\$2.4375) makes a total of \$2.4375 on each \$100 of assessable non-city property subject to such tax.

Public Utilities

The State Tax Rate has been fixed by the Board Of Public Works of the State of Maryland at 0.28 cents (\$0.2800) of assessed value of the property of public utilities subject to such tax which added to the non-city tax rate of \$2.4375 dollars (\$2.4375) makes a total of \$2.7175 on each \$100 of assessed value of property of public utilities non-city property subject to such tax.

In compliance with the provisions of Section 6-302 and 6-305 of the Tax Property Article of the Annotated Code of Maryland, the following tax rates will be levied in the municipalities in Allegany County:

<u>Real Property</u>			<u>Personal Property & Public Utilities</u>	
	<u>Differential</u>	<u>Adjusted Levy</u>	<u>Differential</u>	<u>Adjusted Levy</u>
Barton	\$0.0757	\$0.8993	\$0.1892	\$2.2482
Cumberland	\$0.1567	\$0.8183	\$0.3918	\$2.0458
Frostburg	\$0.1289	\$0.8461	\$0.3224	\$2.1152
Lonaconing	\$0.1141	\$0.8609	\$0.2854	\$2.1522
Luke	\$0.1157	\$0.8593	\$0.2893	\$2.1482
Midland	\$0.0757	\$0.8993	\$0.1892	\$2.2482
Westernport	\$0.0757	\$0.8993	\$0.1892	\$2.2482

The Board of County Commissioners is, by authority of Section 10-301 of the Tax Property Article of the Annotated Code of Maryland, establishing a discount rate as follows: One percent (1%) shall be deducted from real property tax bills for County purposes which are paid in a full annual payment during the months of July and August. No discount will be provided on such tax bills during the month of September nor will any discounts be allowed on any other payments including personal property. Interest at the rate of one and one-half percent (1 ½%) per month, or fractional part thereof, shall be charged from the first day of October on full-year property and after thirty (30) days on half-year new construction property as allowed by Section 14-603 and Section 14-604 of the Tax Property Article of the Annotated Code of Maryland. On owner occupied residential real property, interest of one and one-half percent (1 ½%) per month shall be charged from October 1st on coupon number one (1) and January 1st for coupon number two (2). Furthermore the rate of redemption is eighteen percent (18%) per annum as allowed by Section 14-820 of the Tax Property Article of the Annotated Code of Maryland.

State Of Maryland

Allegany County, To-Wit:

Chapter 261 of the Acts of 1918 of the Public General Laws of Maryland, provided that no discount will be allowed on State taxes. Interest at the rate of one percent (1%) per month will be collected from October 1st.

The Collector of Public Assessments of Allegany County, Maryland for the year July 1, 2023 through June 30, 2024 is hereby authorized and empowered to demand and receive from the non-city taxables of Allegany County the sum of \$1.087 dollars (\$1.087) on real property, the sum of \$2.4375 dollars (\$2.4375) on personal property, and the sum of \$2.7175 dollars (\$2.7175) on public utilities for One Hundred Dollars assessable non-city property subject to such tax, and the sums set forth herein for all assessable property located in each of the municipalities in said County and State, including State Tax rate as fixed by the Board of Public Works, agreeable to the Public General Laws of Maryland, in relation to collection of taxes on said assessments in Allegany County, Maryland.

Given under our hands and seal this 25th day of May, 2023.

County Commissioners Of Allegany County Maryland



Attest:

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

Jason Bennett, County Administrator

William R. Atkinson, Commissioner

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Adopt the Supplemental Levy for Special Taxing Areas-
Jason Bennett, County Administrator
Supporting Documents: Yes

1. Summary of Request

Board of County Commissioners to adopt the Supplemental Levy for Special Taxing Areas and authorize the Collector of Public Assessments to demand and receive from the taxpayers of the enumerated Special Taxing Areas those rates as listed as part of the Levy.

2. Financial Impact
TBD

3. Recommendation
Approve



**Supplemental Levy
for Special Taxing Areas
of Allegany County, MD
May 25, 2023**

As provided by Statutes, the Collector of Public Assessments for Allegany County, Maryland, for the fiscal year 2023-2024,
is hereby authorized and empowered to demand and receive from the taxpayers of the following Special Taxing Areas of
Allegany County, Maryland, at the rates herein stated, on each one hundred dollars of assessable property located within said districts:

<u>DISTRICT</u>	<u>Real</u>	<u>Personal & Public Utility</u>
THE ALLEGANY COUNTY SANITARY DISTRICT, INC. - Section 658 of Title 9 of the Annotated Code of Maryland		
BEDFORD ROAD SANITARY DISTRICT	0.100	0.250
BOWLING GREEN SANITARY DISTRICT	0.250	0.625
BRADDOCK RUN SANITARY DISTRICT	0.052	0.130
CRESAPTOWN SANITARY DISTRICT	0.250	0.625
JENNINGS RUN-WILLS CREEK SANITARY DISTRICT	0.062	0.155
CASH VALLEY ROAD SUBDISTRICT	0.196	0.490
MCCOOLE SANITARY DISTRICT	0.031	0.078
FLINTSTONE-GILPIN SANITARY DISTRICT	0.016	0.040
FRANKLIN-BROPHYTOWN SANITARY DISTRICT	0.019	0.048
OLDTOWN SANITARY DISTRICT	0.033	0.083
GEORGE'S CREEK SANITARY DISTRICT	0.210	0.525
MEXICO FARMS SANITARY DISTRICT	0.051	0.128
OLDTOWN ROAD SANITARY DISTRICT	0.130	0.325
BEDFORD ROAD VOLUNTEER FIRE COMPANY Senate Bill 261, made and passed at the 1971 Session of the General Assembly of Maryland	0.050	0.125
BEL AIR SPECIAL TAX AREA OF ALLEGANY COUNTY, MARYLAND House Bill 254, made and passed at the 1965 Session of the General Assembly of Maryland	0.040	0.100
BOWLING GREEN AND ROBERT'S PLACE SPECIAL TAXING AREA Code Home Rule Bill 4-07 passed 12th day of April 2007 by the Board of Allegany County Commissioners	0.055	0.138
BOWLING GREEN VOLUNTEER FIRE COMPANY Chapter 34 of the Laws of Maryland passed by the General Assembly at its 1974 Session	0.050	0.125
CORRIGANVILLE LIGHT & IMPROVEMENT ASSOCIATION Code Home Rule Bill 4-92 passed 15th day of April 1992 by the Board of Allegany County Commissioners	0.070	0.175
CRESAPTOWN AMBULANCE TAXING AREA Code Home Rule Bill 3-92 passed 15th day of April 1992 by the Board of Allegany County Commissioners	0.028	0.070
CRESAPTOWN CIVIC IMPROVEMENT ASSOCIATION Chapter 169 of the Acts of the General Assembly of Maryland in its 1949 Session	0.050	0.125
CRESAPTOWN SPECIAL FIRE TAX AREA Code Home Rule Bill 3-91 passed 3rd day of May 1991 by the Board of Allegany County Commissioners	0.052	0.130



**Supplemental Levy
for Special Taxing Areas
of Allegany County, MD
May 25, 2023**

As provided by Statutes, the Collector of Public Assessments for Allegany County, Maryland, for the fiscal year 2023-2024, is hereby authorized and empowered to demand and receive from the taxpayers of the following Special Taxing Areas of Allegany County, Maryland, at the rates herein stated, on each one hundred dollars of assessable property located within said districts:

<u>DISTRICT</u>	<u>Real</u>	<u>Personal & Public Utility</u>
ELLERSLIE SPECIAL TAX AREA OF ALLEGANY COUNTY Chapter 587 of the Laws of Maryland passed by the General Assembly of Maryland at its 1963 Session	0.030	0.075
LAVALE SANITARY COMMISSION OF ALLEGANY COUNTY Chapter 13 of the Acts of the Extraordinary Session of the General Assembly of Maryland, 1947	0.065	0.1625
LAVALE VOLUNTEER FIRE DEPARTMENT, INCORPORATED Chapter 850 of the Acts of the General Assembly of Maryland at its 1963 Session	0.040	0.100
LAVALE VOLUNTEER RESCUE SQUAD, INC. Senate Bill 890, made and passed at the 1972 Session of the General Assembly of Maryland	0.020	0.050
MCCOOLE SPECIAL TAX AREA Chapter 505 of the Acts of the General Assembly of Maryland at its 1965 Session	0.040	0.100
MOSCOW SPECIAL TAXING AREA Code Home Rule Bill 4-93 passed 21st day of April 1993 by the Board of Allegany County Commissioners	0.100	0.250
MOUNT SAVAGE SPECIAL TAXING AREA Chapter 99 of the Laws of Maryland passed by the General Assembly of Maryland at the 1950 Session	0.050	0.125
POTOMAC PARK CITIZENS COMMITTEE, INC. Chapter 843 of the Acts of the General Assembly of Maryland at its Regular Session of 1947	0.045	0.113
RAWLINGS SPECIAL FIRE TAX AREA Code Home Rule Bill 3-91 passed 3rd day of May 1991 by the Board of Allegany County Commissioners	0.100	0.250

Said taxes are to be collected in accordance with the provisions of the Public General Laws of Maryland relating to collection of taxes on assessments in Allegany County, Maryland.

Given under our hands and seal this 25th day of May, 2023.



**COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND**

DAVID J. CAPORALE, PRESIDENT

CREADE V. BRODIE, JR., COMMISSIONER

ATTEST:

Jason M. Bennett, CPA - County Administrator

WILLIAM R. ATKINSON, COMMISSIONER

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Authorize the Director of Finance to Publish- **Jason Bennett, County Administrator**
Supporting Documents: No

1. Summary of Request

Authorize the Director of Finance to have the necessary Levy documents published in the local newspaper and printed in the customary pamphlet form.

2. Financial Impact

N/A

3. Recommendation

Approve

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Adam Patterson, Director
Date Prepared: May 22, 2023
Meeting Date: May 25, 2023
Subject: Allegany County Utility Rate Recommendation FY 2024- **Brynn Laird, Public Works Engineer III**
Supporting Documents: Yes

1. Background

The Allegany County Public Works Utilities Division met with the Allegany County Sanitary Commission on April 4th to discuss the FY 2024 rates for the Allegany County water and sanitary districts. The Sanitary Commission approved the recommended rates at this meeting. The recommended rate information was presented publicly at the County Commissioners Business meeting on Thursday, May 11, 2023.

2. Issues

Customer utility bills will increase an average of 10%.

3. Financial Impact

The proposed rates would cover the increasing operations and maintenance costs, and debt service for the recent and active construction projects. Recommended rates are necessary for a balanced budget.

4. Alternatives

Do not adopt the proposed fiscal year 2024 rates.

5. Other Considerations

None.

6. Conformity to County Policy

Conforms to County policy.

7. Recommendation

Approve the water and sewer rates recommended by the Allegany County Sanitary Commission for FY 2024 and adopt the rates as part of the Allegany County FY 2024 Budget.

Allegany County Utility FY 2024 Water Rates

Proposed Changes

District	Service Area	Operations & Maintenance	Debt Service Charge	Usage Rate* (per 1,000 Gal.)
Bedford Road	Bedford Road	\$92.00	\$18.00 \$19.00	\$7.06 \$8.50
	Bowmans Addition/ Valley Road	\$92.00	\$0.00 \$1.00	\$7.06 \$8.50
Borden/Mt. Savage	Borden/Morantown/ Mt. Savage/Zihlman	\$80.00	\$32.75 \$29.40	\$4.76
Bowling Green	Bowling Green	\$88.00	\$0.00 \$1.00	\$5.89 \$6.70
Braddock Run	Clarysville	\$91.00	\$25.35 \$23.38	\$4.76
	Consol/Grahamtown/ Wrights Crossing	\$80.00	\$32.75 \$29.40	\$4.76
	Eckhart	\$80.00	\$25.35 \$23.38	\$4.76
Cresaptown	Cresaptown (In District)	\$74.00 First 2,000 gal.	\$5.00 \$6.00	\$5.89 \$6.61 (over 2,000 gal.)
	Cresaptown (Out of District)	\$88.00 First 2,000 gal.	\$5.00 \$6.00	\$5.89 \$6.61 (over 2,000 gal.)
Franklin/Brophytown	Brophytown/Franklin	\$84.00	\$0.00 \$1.00	\$9.05
Georges Creek	Carlos/Klondike/Shaft	\$80.00	\$32.75 \$29.40	\$4.76
Jennings Run	Cash Valley Road/ Corriganville/Ellerslie	\$88.00	\$0.00 \$7.00	\$5.89 \$6.61
McCoole	McCoole	\$100.00	\$0.00 \$1.00	\$4.00 \$4.51
Mexico Farms	Mexico Farms	\$80.00	\$0.00 \$1.00	\$7.06 \$8.50
Oldtown Road	Uhl Highway	\$92.00	\$0.00 \$1.00	\$5.89 \$6.84
Rawlings	Rawlings	\$96.00	\$0.00 \$1.00	\$5.89 \$6.61
Route 36	Hoffman/Route 36/ Vale Summit	\$80.00	\$32.75 \$39.00	\$4.76

County Commissioners adopted FY 2023 utility rates at Public Business Meeting held on May 26, 2022

Water Tap Fee = \$750

Shut-off Fee = \$100

Tamper Fee = \$250

* Rate varies based on purchase cost of water from Cumberland, Frostburg, Westernport, and Keyser

Allegany County Utility FY 2024 Sewer Rates

Proposed Changes

District	Service Area	Operations & Maintenance	Debt Service Charge	Debt Service Ad Valorem per \$100 (Annually)
Bedford Road	Bedford Road/Bowmans Addition/Valley Road	\$108.00 \$128.00	\$0.00 \$1.00	0.100
Biers Lane	Biers Lane	\$110.00 \$142.00	\$7.25 \$8.25	0.000
Bowling Green	Bowling Green	\$114.00 \$124.00	\$4.00 \$5.00	0.250
Braddock Run	Clarysville/Consol/Eckhart/Grahamtown/Wrights Crossing	\$106.00 \$131.00	\$9.00 \$10.00	0.052
Cresaptown	Cresaptown	\$100.00 \$110.00	\$4.00 \$5.00	0.250
Flintstone	Flintstone	\$110.00 \$145.00	\$0.00 \$1.00	0.016
Franklin/Brophytown	Brophytown/Franklin	\$110.00 \$145.00	\$0.00 \$1.00	0.019
	Stoney Run	\$124.50 \$159.50	\$0.00 \$1.00	0.000
Georges Creek	Carlos/Georges Creek/Klondike/Shaft	\$100.00 \$110.00	\$28.00 \$29.00	0.210
Jennings Run/Wills Creek	Cash Valley Road	\$100.00 \$110.00	\$19.00 \$20.00	0.196
	Corriganville/Ellerslie/Mt. Savage	\$106.00 \$124.00	\$19.00 \$20.00	0.062
McCoole	McCoole	\$110.00 \$142.00	\$0.00 \$1.00	0.031
Mexico Farms	Mexico Farms	\$106.00 \$131.00	\$8.00 \$9.00	0.051
Oldtown	Oldtown	\$110.00 \$145.00	\$0.00 \$1.00	0.033
Oldtown Road	Uhl Highway	\$108.00 \$126.00	\$0.00 \$1.00	0.130

County Commissioners adopted FY 2023 utility rates at Public Business Meeting held on May 26, 2022

\$15.00 per quarter Bay Restoration Fee assessed to all sewer customers by State of MD

Sewer Tap Fee = \$750

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the May 25, 2023 public meeting:

Approved the Water & Sewer Rates proposed by the Sanitary Commission

VOTE:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Linda A. Simpson, County Clerk, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on May 25, 2023.

BY:

Linda A. Simpson, County Clerk

SEAL

Dept: Public Works/Utility Rates
Account No.: N/A
Contact: Bryan Laird & Adam Patterson

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Daniel DeWitt, County Engineer
Date Prepared: May 22, 2023
Meeting Date: May 25, 2023
Subject: Allegany County Capital Improvement Program (CIP) FY24-28- **Daniel DeWitt, County Engineer**
Supporting Documents: Yes

1. Background

The Allegany County FY2024-2028 Capital Improvement Program (CIP) was presented to the Allegany County Commissioners at the Public Business Meeting on May 11, 2023. CIP Committee Recommendations for FY2024 funding requests were presented by Daniel S. DeWitt, P.E., County Engineer/CIP Engineer. No requests have been received for changes/revisions to the CIP. The FY2024-2028 CIP is now ready for approval by the County Commissioners.

2. Issues

None.

3. Financial Impact

Capital projects requesting County funding are included in the approved CIP with additional details about funding source/timeline.

4. Alternatives

Do not approve the FY2024-2028 CIP.

5. Other Considerations

6. Conformity to County Policy

Conforms to County policy.

7. Recommendation

Approve the Allegany County Capital Improvement Program for FY2024-2028.

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the May 25, 2023 public meeting:

Approved the Allegany County Capital Improvement Program for FY2024-2028.

VOTE:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Linda A. Simpson, County Clerk, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on May 25, 2023.

BY:

Linda A. Simpson, County Clerk

SEAL

Dept: Public Works/CIP
Account No.: N/A
Contact: Daniel S. DeWitt, P.E.

ALLEGANY COUNTY, MD CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2024 – 2028

**Prepared by: Allegany County CIP Committee
Daniel S. DeWitt, P.E. – County Engineer**

CAPITAL IMPROVEMENT PROGRAM PROCESS

- Capital Project: > \$25K w/ Life Expectancy > 10 Year
- FY 2024 Process started in early CY 2023
- Final Version requesting APPROVAL
- Scheduled for adoption May 25, 2023

- Committee Members:

- Jason Bennett – County Administrator/Director of Finance (Voting)
- Adam Patterson – Director of Public Works (Voting)
- Jeff Barclay – Director of Economic & Community Development (Voting)
- Dan DeWitt – County Engineer (Voting)
- Pam Diaz – Deputy Director of Finance
- Kiersten O'Donnell – Chief Accountant
- Nathan Price – Senior Project Manager, DECD



CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Allegany College - Project Requests for CIP FY2024-2028												
Allegany College	Campus Sidewalk Improvements	ACM-CIP-2024-01	\$0	\$0	\$97,515	\$172,062	\$208,149	\$34,155	\$11,820	\$623,701	\$1,247,402	Future Request - Funding TBD
	Continuing Ed. HVAC Project	ACM-CIP-2024-02	\$0	\$0	\$0	\$370,700	\$0	\$0	\$0	\$370,700	\$920,700	Future Request - Funding TBD
	Fitness Ctr. Conversion	ACM-CIP-2024-03	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000	\$259,600	^^Approve - Transfer from Lottery Proceeds
	Parking Lot Pavement Projects	ACM-CIP-2024-04	\$0	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$250,000	\$750,000	\$1,704,768	^^Future Request - Funding TBD
	Restroom Updates	ACM-CIP-2024-05	\$0	\$0	\$55,000	\$55,000	\$55,000	\$0	\$0	\$165,000	\$330,000	Future Request - Funding TBD
	Roof Replacement - Infrastructure Maintenance	ACM-CIP-2024-06	\$350,000	\$0	\$0	\$550,000	\$0	\$550,000	\$1,100,000	\$2,550,000	\$6,989,903	Future Request - Possible Future Bond?
	Tennis Court Repair	ACM-CIP-2024-07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$311,900	No AC \$
	Humanities Fan Coil Replacement	ACM-CIP-2024-08	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	\$300,000	^^Future Request - Funding TBD
	Science Building Commissioning	ACM-CIP-2024-09	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	\$300,000	^^Future Request - Funding TBD
Summary for Allegany College (9 Projects)												
TOTALS for Allegany College Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$350,000	\$200,000	\$877,515	\$1,272,762	\$388,149	\$709,155	\$1,361,820	\$5,259,401	\$12,364,273	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Allegany Fairgrounds - Project Requests for CIP FY2024-2028												
Allegany Fairgrounds	Access Road	AF-CIP-2024-01	\$0	\$0	\$60,000	\$0	\$0	\$2,000,000	\$0	\$2,060,000	\$2,060,000	Future Request - Funding TBD
	General Improvements	AF-CIP-2024-02	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	No AC \$
	Fairgrounds Generator	AF-CIP-2024-03	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	\$300,000	Future Request - Funding TBD
Summary for Allegany Fairgrounds (3 Projects)												
TOTALS for Allegany Fairgrounds Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$0	\$360,000	\$0	\$0	\$2,000,000	\$0	\$2,360,000	\$2,860,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Board of Ed - Project Requests for CIP FY2024-2028												
Board of Ed	Beall ES - Air Handling Unit Replacement	BOE-CIP-2024-01	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$120,000	\$1,400,000	Future Request - Funding TBD
	Beall ES - Chiller Replacement	BOE-CIP-2024-02	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000	\$550,000	Approve - Gaming
	Beall Window & Door Replacement	BOE-CIP-2024-03	\$0	\$43,000	\$0	\$0	\$0	\$0	\$0	\$43,000	\$465,000	Approve - Gaming
	Bel Air Elementary Pedestrian Bridge	BOE-CIP-2024-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	No AC \$
	Bel Air ES - Air Handling Unit Replacement	BOE-CIP-2024-05	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$1,180,000	Future Request - Funding TBD
	Braddock Middle Paving and Sidewalks	BOE-CIP-2024-06	\$0	\$0	\$0	\$0	\$0	\$0	\$230,000	\$230,000	\$230,000	Future Request - Funding TBD
	Braddock MS - Install Chilled Water Dist	BOE-CIP-2024-07	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$380,000	\$4,110,000	Future Request - Funding TBD
	Braddock MS - Installed Chilled Water Plant	BOE-CIP-2024-08	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$125,000	\$1,397,500	Future Request - Funding TBD
	Flintstone ES - Replace Storage Tanks	BOE-CIP-2024-09	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000	\$1,085,000	Approve - Gaming
	Flintstone ES - Roof Replacement	BOE-CIP-2024-10	\$0	\$0	\$0	\$0	\$0	\$245,000	\$0	\$245,000	\$2,755,000	Future Request - Funding TBD
	Frost Elementary Parent Drop-Off and Paving	BOE-CIP-2024-11	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000	\$2,300,000	Future Request - Funding TBD
	George's Creek ES - Air Handling Unit Repl.	BOE-CIP-2024-12	\$0	\$0	\$83,000	\$0	\$0	\$0	\$0	\$83,000	\$1,013,000	Future Request - Funding TBD
	George's Creek Roof Replacement	BOE-CIP-2024-13	\$0	\$0	\$0	\$0	\$0	\$190,000	\$0	\$190,000	\$2,130,000	Future Request - Funding TBD
	John Humbird ES - Chiller Replacement	BOE-CIP-2024-14	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000	\$610,000	Future Request - Funding TBD



Final Committee Recommendations - May 25, 2023 - for Approval

Page 3 of 16

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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Board of Ed	John Humbird Roof Replacement	BOE-CIP-2024-15	\$0	\$0	\$0	\$0	\$0	\$0	\$102,300	\$102,300	\$1,175,000	Future Request - Funding TBD
	Northeast Elementary Gym Addition	BOE-CIP-2024-16	\$0	\$0	\$0	\$0	\$0	\$0	\$268,500	\$268,500	\$3,013,000	Future Request - Funding TBD
	Parkside ES - Air Handling Unit Replacement	BOE-CIP-2024-17	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000	\$2,890,000	Future Request - Funding TBD
	Parkside ES - Ext Doors & Windows Replacement	BOE-CIP-2024-18	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$70,000	\$845,000	Future Request - Funding TBD
	Parkside ES - Roof Replacement	BOE-CIP-2024-19	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$140,000	\$1,510,000	Future Request - Funding TBD
	Washington Middle Paving and Sidewalks	BOE-CIP-2024-20	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$180,000	\$180,000	Future Request - Funding TBD
	Washington MS - Install Chilled Water Dist	BOE-CIP-2024-21	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$380,000	\$4,150,000	Approve - Gaming
	Washington MS - Installed Chilled Water Plant	BOE-CIP-2024-22	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$125,000	\$1,397,500	Future Request - Funding TBD
	West Side Door & Window Replacement	BOE-CIP-2024-23	\$0	\$0	\$0	\$0	\$66,000	\$0	\$0	\$66,000	\$776,000	Future Request - Funding TBD
	West Side ES - Roof Replacement	BOE-CIP-2024-24	\$0	\$0	\$82,000	\$0	\$0	\$0	\$0	\$82,000	\$860,000	Future Request - Funding TBD
	Westernport Roof Replacement	BOE-CIP-2024-25	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$885,000	Future Request - Funding TBD

Summary for Board of Ed (25 Projects)

TOTALS for Board of Ed Projects	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total
	\$0	\$553,000	\$545,000	\$440,000	\$501,000	\$505,000	\$1,100,800	\$3,644,800	\$37,307,000



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Bldg - Project Requests for CIP FY2024-2028												
DPW-Bldg	County Office Complex - Improvements	DPW-B-CIP-2024-01	\$0	\$125,000	\$125,000	\$0	\$0	\$0	\$0	\$250,000	\$250,000	Approve - 4181 Building Fund
	Depot Restrooms & Miscellaneous Improvements	DPW-B-CIP-2024-02	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$250,000	Future Request - Funding TBD
	Brook Building - Generator	DPW-B-CIP-2024-03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	No AC \$
	Courthouse Annex - Energy Recovery Units	DPW-B-CIP-2024-04	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$50,000	Future Request - Funding TBD
	Courthouse Annex - Office Addition	DPW-B-CIP-2024-05	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	\$100,000	Future Request - Funding TBD
	Courthouse Exterior Window Painting	DPW-B-CIP-2024-06	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$60,000	\$60,000	Future Request - Funding TBD
	Willowbrook Outdoor Wellness Center	DPW-B-CIP-2024-07	\$0	\$0	\$553,866	\$0	\$0	\$0	\$0	\$553,866	\$4,489,597	Future Request - Funding TBD
	Heavy Equipment Purchase - Bucket Truck	DPW-B-CIP-2024-08	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	\$30,000	Future Request - Funding TBD
Summary for DPW-Bldg (8 Projects)												
TOTALS for DPW-Bldg Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$125,000	\$1,068,866	\$0	\$0	\$0	\$0	\$1,193,866	\$5,479,597	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Fld Mtgn - Project Requests for CIP FY2024-2028												
DPW-Fld Mtgn	Drainage Improvement Program	DPW-F-CIP-2024-01	\$398,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$428,000	\$676,000	Approve - PAYGO - Rocky Gap
Summary for DPW-Fld Mtgn (1 Project)												
TOTALS for DPW-Fld Mtgn Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$398,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$428,000	\$676,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Rd/Bridge - Project Requests for CIP FY2024-2028												
DPW-Rd/Bridge	Borden Tunnel - Concrete Rehabilitation	DPW-RB-CIP-2024-01	\$0	\$0	\$996,544	\$0	\$0	\$0	\$0	\$996,544	\$4,620,340	Future Request - Funding TBD
	Bowling Green/Cresaptown Drainage Repairs	DPW-RB-CIP-2024-02	\$526,500	\$401,544	\$0	\$0	\$0	\$0	\$0	\$928,044	\$3,772,392	Approve - Bond & 4200 Stormwater
	Bridge A-005: Mill Run Rd - Rehabilitation	DPW-RB-CIP-2024-03	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	No New AC \$ - Approved - 2018 Bond
	Bridge A-014: Laurel Run Rd - Replacement	DPW-RB-CIP-2024-04	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000	\$200,000	Future Request - Roads Budget
	Bridge A-032: Watercliff St - Replacement	DPW-RB-CIP-2024-05	\$5,000	\$5,000	\$300,000	\$0	\$0	\$0	\$0	\$310,000	\$1,550,000	No New AC \$ - Approved - 2018 Bond
	Bridge A-033: Main St (Lonaconing) - Rehab	DPW-RB-CIP-2024-06	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000	Future Request - Roads Budget
	Bridge A-043: Old Legislative Rd - Replacement	DPW-RB-CIP-2024-07	\$75,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	No New AC \$ - Approved - 2018 Bond
	Bridge A-056: New Row Rd - Replacement	DPW-RB-CIP-2024-08	\$5,000	\$5,000	\$300,000	\$0	\$0	\$0	\$0	\$310,000	\$1,550,000	No New AC \$ - Approved - 2018 Bond
	Bridge A-073: Kings Grove Rd - Replacement	DPW-RB-CIP-2024-09	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000	\$2,000,000	Future Request - Funding TBD
	Bridge A-091: Old Mt Pleasant Rd - Rehab	DPW-RB-CIP-2024-10	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$1,300,000	100% Fed Construction Funding - No New AC \$ - Approved - 2018 Bond
	Bridge A-093: Mason Rd - Rehab	DPW-RB-CIP-2024-11	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$1,300,000	100% Fed Construction Funding - No New AC \$ - Approved - 2018 Bond
	Bridge A-118: Jacobs Rd - Replacement	DPW-RB-CIP-2024-12	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$100,000	Future Request - Roads Budget
	Bridge A-139: Strong Hollow Rd - Replacement	DPW-RB-CIP-2024-13	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000	\$40,000	Future Request - Roads Budget
	O.P. Road	DPW-RB-CIP-2024-14	\$628,663	\$25,000	\$0	\$0	\$0	\$0	\$0	\$653,663	\$1,307,326	Approve - PAYGO - Rocky Gap



Final Committee Recommendations - May 25, 2023 - for Approval

Page 7 of 16

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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Rd/Bridge	Radio Replacement	DPW-RB-CIP-2024-15	\$0	\$0	\$577,000	\$0	\$0	\$0	\$0	\$577,000	\$577,000	Future Request - Funding TBD
	State Aid Paving	DPW-RB-CIP-2024-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	No AC \$
	Single Axle Dump Trucks Purchase	DPW-RB-CIP-2024-17	\$980,000	\$300,000	\$280,000	\$280,000	\$280,000	\$280,000	\$280,000	\$2,680,000	\$2,680,000	Approve - Transfer from Lottery Proceeds
	Heavy Equipment Purchases	DPW-RB-CIP-2024-18	\$0	\$700,000	\$1,340,000	\$435,000	\$560,000	\$0	\$0	\$3,035,000	\$3,035,000	Approve - Transfer from Lottery Proceeds
Summary for DPW-Rd/Bridge (18 Projects)												
TOTALS for DPW-Rd/Bridge Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$2,620,163	\$1,486,544	\$4,393,544	\$815,000	\$980,000	\$280,000	\$280,000	\$10,855,251	\$25,057,058	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Sewer - Project Requests for CIP FY2024-2028												
DPW-Sewer	Bedford Road - Phase VII	DPW-S-CIP-2024-01	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	No AC \$
	Biers Lane Collector Sewer	DPW-S-CIP-2024-02	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$895,000	No AC \$
	Braddock Run - Grahamtown Regulating Baffle	DPW-S-CIP-2024-03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	No AC \$
	Braddock Run SSES - Eckhart	DPW-S-CIP-2024-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	No AC \$
	Flintstone Wastewater Plant Upgrade	DPW-S-CIP-2024-05	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,149,000	No AC \$
	North Branch WWTP Clarifier	DPW-S-CIP-2024-06	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575,000	No AC \$
	Oldtown Wastewater Plant Upgrade	DPW-S-CIP-2024-07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,850,000	No AC \$
	Rawlings Sewer	DPW-S-CIP-2024-08	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000,000	No AC \$
	Heavy Equipment/Truck Purchase	DPW-S-CIP-2024-09	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	No AC \$
Summary for DPW-Sewer (9 Projects)												
TOTALS for DPW-Sewer Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,094,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Transit - Project Requests for CIP FY2024-2028												
DPW-Transit	Service Doors Replacement	DPW-T-CIP-2024-01	\$0	\$9,000	\$0	\$0	\$0	\$0	\$0	\$9,000	\$90,000	No New AC \$ - Approved - Transit Budget
Summary for DPW-Transit (1 Project)												
TOTALS for DPW-Transit Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$9,000	\$0	\$0	\$0	\$0	\$0	\$9,000	\$90,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
DPW-Water - Project Requests for CIP FY2024-2028												
DPW-Water	Dehaven/Mason Road Water	DPW-W-CIP-2024-01	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	No AC \$
	Vale Summit Water Storage Tank	DPW-W-CIP-2024-02	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$1,010,000	No AC \$
	Corriganville Water Line Replacement	DPW-W-CIP-2024-03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	No AC \$
	Cresaptown Water Improvements	DPW-W-CIP-2024-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000	No AC \$
	Depot Street Water	DPW-W-CIP-2024-05	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	No AC \$
	Klondike Water Line Replacement	DPW-W-CIP-2024-06	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	No AC \$
	Route 36 Water - Phase 2	DPW-W-CIP-2024-07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	No AC \$
	Route 220 Water	DPW-W-CIP-2024-08	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000,000	No AC \$
Summary for DPW-Water (8 Projects)												
TOTALS for DPW-Water Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$15,410,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

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Econ Dev - Project Requests for CIP FY2024-2028												
Econ Dev	Barton Business Park WWTP Upgrade	ED-CIP-2024-01	\$0	\$0	\$500,000	\$2,400,000	\$0	\$0	\$0	\$2,900,000	\$12,500,000	Future Request - RBF
	Cumberland Chase - Phase II	ED-CIP-2024-02	\$0	\$0	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$3,000,000	\$3,000,000	Future Request - RBF
	NBIP Road Rehab - Phase 2	ED-CIP-2024-03	\$0	\$0	\$365,000	\$365,000	\$0	\$0	\$0	\$730,000	\$730,000	Future Request - RBF
	Old Allegany High Redevelopment	ED-CIP-2024-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,387	No AC \$
Summary for Econ Dev (4 Projects)												
TOTALS for Econ Dev Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$0	\$2,365,000	\$4,265,000	\$0	\$0	\$0	\$6,630,000	\$18,377,387	



^^ = Project requested funding for FY2024; Available capital funding < total of received requests. Committee suggests project FY2024 funding request be tabled or approved only in part.

CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Emer Svc - Project Requests for CIP FY2024-2028												
Emer Svc	Ambulance Purchase	ES-CIP-2024-01	\$0	\$0	\$440,000	\$440,000	\$440,000	\$440,000	\$440,000	\$2,200,000	\$2,200,000	^^Future Request - Funding TBD
	Replacement Garage 911 Center	ES-CIP-2024-02	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$550,000	\$550,000	^^Future Request - Funding TBD
	Fit Testing Machines	ES-CIP-2024-03	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	\$30,000	^^Future Request - Funding TBD
	Gear Extractor and Dryer	ES-CIP-2024-04	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	\$30,000	^^Future Request - Funding TBD
	EMS Chase Vehicle	ES-CIP-2024-05	\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$0	\$150,000	\$150,000	Future Request - Funding TBD
	Station 51 Remodel	ES-CIP-2024-06	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$40,000	Future Request - Funding TBD
	911 Center Gate	ES-CIP-2024-07	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000	\$25,000	Future Request - Funding TBD
Summary for Emer Svc (7 Projects)												
TOTALS for Emer Svc Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$0	\$1,190,000	\$515,000	\$440,000	\$440,000	\$440,000	\$3,025,000	\$3,025,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
IT - Project Requests for CIP FY2024-2028												
IT	Fiber Deployment Fund	IT-CIP-2024-01	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$550,000	\$550,000	^^Future Request - Funding TBD
	Allconet Migration to Licensed 5G Spectrum	IT-CIP-2024-02	\$0	\$0	\$340,000	\$0	\$0	\$0	\$0	\$340,000	\$578,000	^^Future Request - Funding TBD
	Allconet Fiber - Open Access Fiber to Premise	IT-CIP-2024-03	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	\$1,500,000	^^Future Request - Funding TBD
Summary for IT (3 Projects)												
TOTALS for IT Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$0	\$0	\$1,640,000	\$0	\$0	\$0	\$0	\$1,640,000	\$2,628,000	



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CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
Library - Project Requests for CIP FY2024-2028												
Library	Frostburg Library - Renovation	LIB-CIP-2024-01	\$0	\$0	\$0	\$0	\$0	\$40,000	\$360,000	\$400,000	\$4,000,000	Future Request - Funding TBD
	Frostburg Library - Roof Sealing	LIB-CIP-2024-02	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$70,000	\$70,000	Future Request - Funding TBD
	Washington Street Library - Addition Roof	LIB-CIP-2024-03	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	Approve - PAYGO - Rocky Gap
	Westernport Library HVAC Replacement	LIB-CIP-2024-04	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$80,000	\$80,000	^^Future Request - Funding TBD
	George's Creek Library HVAC Replacement	LIB-CIP-2024-05	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000	Approve - PAYGO - Rocky Gap

Summary for Library (5 Projects)

TOTALS for Library Projects	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total
	\$0	\$165,000	\$150,000	\$0	\$0	\$40,000	\$360,000	\$715,000	\$4,315,000

Planning & Zoning - Project Requests for CIP FY2024-2028

Planning & Zoning	New Permitting/Planning Software	PZ-CIP-2024-01	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000	Future Request - Funding TBD
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Summary for Planning & Zoning (1 Project)

TOTALS for Planning & Zoning Projects	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total
	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000



CIP FY 2024-FY2028 Allegany County Funding Request Summary

Department	Project	Footer Label	Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	FY2024 Recommendations
ALLEGANY COUNTY CIP FY2024-2028 - GRAND TOTALS												
GRAND TOTALS for All Projects			Prior	FY2024	FY2025	FY2026	FY2027	FY2028	Beyond FY2028	AC Total	Project Total	
			\$3,378,163	\$2,568,544	\$12,589,925	\$7,357,762	\$2,309,149	\$3,974,155	\$3,542,620	\$35,820,318	\$146,733,315	

Questions? Contact D.S. DeWitt, P.E. | ddewitt@alleganygov.org



^^ = Project requested funding for FY2024; Available capital funding < total of received requests. Committee suggests project FY2024 funding request be tabled or approved only in part.

CIP FY 2024 – 2028



Allegany County
701 Kelly Road
Cumberland, MD 21502

Phone: 301-777-2526

<http://alleganygov.org/>

Public Business Meeting
Staff Report
Department: Economic & Community Development

To: Jason M. Bennett, CPA, County Administrator
From: David Nedved, Representative
Date Prepared: May 22, 2023
Meeting Date: May 25, 2023
Subject: Scattered Sites Program Completion/Withdrawal - **David Nedved, Economic & Community Development Representative**
Supporting Documents: Yes

1. Background

Allegany County government (Allegany County) oversees a Scattered Sites Housing Program that originally consisted of 16 rental houses throughout the County which were ideally occupied by households whose annual income did not exceed fifty percent of the statewide median income for a household of like size. The properties are managed by the Allegany County Human Resources Development Commission, Inc. The program started in March of 1990. It was funded for the most part with a loan from the Department of Housing and Community Development (DHCD).

Unfortunately, the program is effectively a failure. In the project's thirty year history, revenue exceeded expenses in only ten of those years with an average of \$4,336 yearly. Originally, ten houses were vacant and in need of repair.

In a letter dated January 30, 2020, the Board of County Commissioners of Allegany County, and HRDC gave notice to DHCD of their intent to sell all sixteen houses to reduce the balance of the loan. The effective date to begin selling the houses and the property became April 1, 2020.

Since then, fourteen houses have been sold, with the last one sold on December 20, 2022. Details on the houses sold is provided in the supporting documentation. This leaves only two houses in the program, one at 543 Fort Avenue in Cumberland and another at 23805 Walnut Street in Barton. These two houses are currently occupied by renters. They have a combined assessed value of \$143,600.

2. Issues

The Maryland Department of Housing and Community Development (DHCD) is offering to end Allegany County's involvement in the Scattered Sites Housing Program. There are three conditions, however, that have to be met by Allegany County.

1. The **Workout Agreement has to be signed** by the President of the Board of County Commissioners and witnessed. DHCD will also have to sign and witness the Workout Agreement. The Workout Agreement is

almost ready to be signed except for the language in Item 2.5 which is in the process of being modified by DHCD. The Workout Agreement without this final change is provided in the supporting documentation.

Two houses remain in the Scattered Sites Program. They are located at 543 Fort Avenue in Cumberland and 23805 Walnut Street in Barton. These two houses are currently occupied by renters. They have a combined assessed value of \$143,600.

2. A **Tenant Notice has to be sent** to the tenants living in these two houses that remain from the Scattered Sites Program. The monthly rents are currently \$400 and \$425. With the Tenant Notice, DHCD is requiring Allegany County to provide the existing tenants with three year lease extensions at their current rents. In addition, in the event the tenant chooses to vacate within three years from the date of the Tenant Notice, Allegany County will deliver a payment equivalent to three month's rent in order to assist with their relocation. This results in an obligation to Allegany County of \$2,475. The Project Reserves for the Program has about \$25,000, and future rents will be paid into the Project Reserves. Therefore, the obligation should be easily met.
3. Most of the funding for the Scattered Sites Program came from a Partnership Rental Housing Program loan from the DHCD. **Allegany County has to pay \$75,065.91 to DHCD** to cover the remaining balance of this loan. DHCD is asking that this be done by June 18. In return, Allegany County will acquire full ownership of the two houses that remain in the program.

3. Financial Impact

On March 18, 1992, the Board of County Commissioners of Allegany County, Maryland obtained a loan from the Maryland Department of Housing and Community Development (DHCD) under the Partnership Rental Housing Program for \$978,685. Most of the funding for the Scattered Sites Program came from this loan.

Since December 29, 2020, Allegany County has sold fourteen vacant houses in the Scattered Sites Program. DHCD received the proceeds from the sale of these fourteen houses equaling \$773,452.09. A list of the houses sold and some detail is provided in the supporting documentation. DHCD also was paid \$122,600.00 from insurance for a house that was destroyed by fire. This makes \$896,052.09 in total paid by Allegany County on its Partnership Rental Housing Program loan.

This leaves Allegany County still owing \$75,065.91 of its Partnership Rental Housing Program loan. DHCD is asking Allegany County pay this amount to DHCD by June 18. In return, Allegany County will acquire full ownership of the two houses that remain in the Scattered Sites Program. These houses have a combined assessed value of \$143,600.

4. Alternatives

Allegany County and the Allegany County Human Resources Development Commission, Inc. have tried to have other entities take over the Scattered Sites Program in Allegany County. None are willing, however, to do so because the fundamentals of the program are flawed. Garrett County Community Action Committee, Inc. and The Cumberland Housing Group are among those that considered taking over the program and declined.

An alternative is that Allegany County could continue to run the Scattered Sites program with the two houses that remain in the program. Then the Workout Agreement would not have to be signed, the Tenant Notice would not have to be sent, and the \$75,065.91 would not have to be paid. This, however, would keep the two houses in the flawed Scattered Sites Program.

5. Other Considerations

Not Applicable

6. Conformity to County Policy

The sale of the houses from the Scattered Sites Program supports Allegany County government's goal of affordable housing for the residents of Allegany County by putting these houses back into private hands. The hope would be that the two houses that remain, but now owned by Allegany County, would also eventually be sold. This of course would not happen until the tenants had decided to vacate first.

7. Recommendation

1. That the Board of County Commissioners approve the President signing the Workout Agreement and having it witnessed.
2. That the Board of County Commissioners approve sending the Tenant Notice to the tenants living in the two houses that remain from the Scattered Sites Program. The monthly rents are currently \$400 and \$425. With the Tenant Notice, DHCD is requiring Allegany County to provide the existing tenants with three year lease extensions at their current rents. In addition, the Tenant Notice says in the event the tenant chooses to vacate within three years from the date of the Notice, Allegany County will deliver a payment equivalent to three month's rent in order to assist with their relocation. This results in an obligation to Allegany County of \$2,475. The Project Reserves for the Program has about \$25,000, and future rents will be paid into the Project Reserves. Therefore, the obligation should be easily met.
3. That the Board of County Commissioners approve paying \$75,065.91 to DHCD to pay Allegany County's remaining balance for a Partnership Rental Housing Program loan from DHCD. This loan provided most of the funding for the Scattered Sites Program in Allegany County. DHCD is asking that this payment be made by June 18. In return, Allegany County will acquire full ownership of the two houses that remain in the program.

Houses Sold in Allegany County Scattered Sites Program

Rank for Sold	Date Transferred	ADDRESS	Buyer	Net Proceeds from Insurance or Sale	District (SDAT)	Account Number (SDAT)
1	05/30/2013	842 Greene Street	Brethren Mutual	\$122,600.00	06	038379
2	12/29/2020	446 Walnut Street	Elena Anne Fisher	\$64,613.00	05	010926
3	1/15/2021	10116 Hopkins Street	Michael J. and Kylee R. Jones	\$115,703.00	20	001348
4	1/22/2021	10118 Hopkins Street	Roberts Homes and Real Estate, LLC	\$69,938.68	20	001356
5	3/18/2021	17219 Beechers Avenue	Jonathan and Amy Meadors	\$19,273.00	24	005348
6	3/19/2021	62 Spring Street, Apt. 1	TD Properties, LLC	\$36,900.00	12	004117
7		62 Spring Street, Apt. 2				
8	4/26/2021	540 Fairview Avenue	Greater Trails, LLC	\$49,771.10	05	004268
9	5/14/2021	127 Polk Street	Bernard Aesthetic	\$32,051.26	14	003312
10	5/17/2021	706 Gephart Drive	Jean Christophe DeMarque	\$37,167.16	06	033199
11	6/30/2021	10114 Hopkins Street	Randy J. Ritchey	\$107,307.05	20	001321
12	11/30/2021	134 Main Street	Donald G. Lucas	\$11,888.80	08	016941
13	04/27/2022	629 East Bedford Street	Romeo Flores	\$39,345.27	23	013150
14	03/02/2022	682 Fayette Street	Mandy Thomas	\$85,560.50	06	005438
15	09/08/2022	615 Frederick Street	Edward C Hedrick Jr.	\$55,061.28	23	007525
16	12/20/2022	121 Arch Street	Tonia M. Coffman and Elias J. Wilkinson	\$48,871.99	04	032241
			Total	\$896,052.09		

Occupied Houses in Allegany County Scattered Sites Program

Count	ADDRESS	Owner	Assessed Value	District (SDAT)	Account Number (SDAT)
17	543 Fort Avenue	Allegany County Commissioners	\$68,500.00	22	008633
18	23805 Walnut Street (Barton)	Allegany County Commissioners	\$75,100.00	09	002596
		Total	\$143,600.00		

WORKOUT AGREEMENT

THIS WORKOUT AGREEMENT (the “**Agreement**”) is entered into this ____ day of _____, 2023 (the “**Effective Date**”), by and among the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (“**DHCD**” or the “**Department**”) and the **BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND** (the “**Borrower**”).

W I T N E S S E T H:

A. On March 18, 1992, the Borrower obtained a loan from DHCD (the “**Loan**”) to construct or rehabilitate and operate a “partnership rental housing project” designated PRHP No. 26.01.0001 (the “**Project**”), under the Partnership Rental Housing Program (“**PRHP**”), Sections 2-1101 through 2-1110 of Article 83B, of the Annotated Code of Maryland and the regulations implemented thereunder (collectively, as amended, the “**Act**”).

B. In connection with the Loan, the Borrower executed and delivered a Deed of Trust Note dated March 18, 1992 in the original maximum principal amount of \$978,685.00 (the “**Note**”). The actual principal amount disbursed by DHCD on the Loan was \$971,118.00.

C. The Borrower and DHCD entered into, among others, the following documents evidencing and executed in connection with the Loan, each dated as of March 18, 1992:

- i. Deed of Trust, Security Agreement, and Assignment of Rents recorded among the Land Records of Allegany County, Maryland (the “**Land Records**”) at Liber 669, Folio 113 (the “**DOT**”), wherein the Borrower granted DHCD a first priority lien on that certain “**Land**” (as defined in the DOT) and “**Mortgaged Premises**” (as defined in the DOT) (collectively, the “**Collateral**”); and
- ii. Regulatory Agreement recorded among the Land Records at Liber 669, Folio 176 (the “**Regulatory Agreement**”), whereby the Borrower subjected the Land to the provisions contained therein.

The Note, DOT and the Regulatory Agreement, together with the other documents evidencing, securing and executed in connection with the Loan are collectively referred to herein as the “**Loan Documents**”.

D. The repayment of the Loan is deferred until such time as (1) the Project is no longer being used as Partnership Units for Lower Income Households, (2) the refinancing, sale, transfer or conveyance of the Project, (3) any encumbrance of the Project without the prior written consent of DHCD, or (4) an Event of Default, as defined in the DOT.

E. The Borrower sold 15 properties (containing 16 rental housing units) (the “**Sold Units**”) of the original 17 properties (containing 18 rental housing units) (each a “**Unit**” and, collectively, the “**Units**”) in violation of the Loan Documents, resulting in the full amount owed under the Loan Documents becoming due and payable.

F. The current outstanding principal balance of the Note is \$971,118.00 and the accrued interest as of February 8, 2023 is \$958,400.35.

G. The Borrower has delivered the proceeds from the sales of the Sold Units¹ to the Department in an amount totaling \$896,052.09 (collectively, the “**Previous Payments**”).

H. The Borrower has requested and DHCD has agreed, subject to approval of the Board of Public Works (“**BPW**”) and in accordance with the terms of this Agreement, to forgive the accrued interest on the Loan, allow repayment of the principal balance of the Loan and release the Land and Mortgaged Premises from the lien, operation and effect of the DOT and Regulatory Agreement.

I. The Borrower and Department desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Borrower hereby agree as follows:

1. **Incorporation of Recitals.** The above stated recitals are incorporated herein by reference as if restated in full. Capitalized terms not specifically defined herein shall have the same meaning ascribed to them in the Loan Documents.

2. **Terms of Agreement.**

2.1 Prior to or immediately upon execution of this Agreement, the Borrower shall mail or hand deliver notices to the tenants residing in 543 Fort Avenue, Cumberland, MD and 23805 Walnut Street, Cumberland, MD (the “**Remaining Units**”) describing (a) the impact of the prepayment and termination of occupancy restrictions on such tenants and the tenant’s rights to assistance, and (b) the tenant’s right to a lease extension and relocation assistance payments. The Tenant Notices shall be in the form attached hereto as **Exhibit 1**.

2.2 Upon execution of this Agreement, the Department will submit the Agreement to the BPW for approval. In the event the Agreement is rejected by BPW, this Agreement shall be terminated and of no further force and effect. In the event the Agreement is approved by BPW, the parties shall proceed in accordance with the requirements of Sections 2.3 through 2.7.

2.3 Within ten (10) business days of receipt of notice of BPW approval of the Agreement, the Borrower shall deliver a payment to the Department in the amount of \$75,065.91 (the “**Post Closing Payment**”), which amount is equal to the outstanding principal balance of the Note after application of the Previous Payments delivered to the Department by the Borrower from proceeds of the sales of the Units sold prior to the Effective Date.

¹ Also including insurance proceeds from fire loss on one of the Units which was later sold.

2.4 Upon receipt of the Post Closing Payment:

2.4.1 The Department shall (i) apply the Post Closing Payment and Previous Payments (collectively, the “**Principal Payments**”) to the principal balance of the Note, (ii) forgive all accrued interest outstanding on the Note, and (iii) record a release the Deed of Trust and Regulatory Agreement and mark the Note paid and satisfied in full.

2.4.2 The Department shall cause the amounts remaining in the Project reserve and escrow accounts (the “**Project Reserves**”) on deposit with Amerinat to be transferred to the Borrower. Upon release of the Project Reserves, the Borrower’s obligations with respect to the Project Reserves will no longer be governed by the Loan Documents, but solely by the requirements of Section 2 of this Agreement.

2.5 The Borrower shall hold the Project Reserves in a segregated account to be used only for the payment of any of the required relocation assistance payments for the tenants of the Remaining Units. As such time as all of the tenants of the Remaining Units voluntarily vacate such Remaining Units or purchase the Remaining Units, the Project Reserves may be used by the Borrower for the housing needs of low-income and moderate-income persons in its discretion.

2.6 The Borrower shall provide the tenants residing in the Remaining Units with three (3) year lease extensions at current unit rents as of the date the Tenant Notice is sent. Any rent increases after the initial three (3) year extension term shall be capped at 1.00% per year. The tenants in the Remaining Units shall be allowed to continue to rent such units for as long as they choose to do so and continue to pay their rents. In the event any tenant chooses to vacate their unit within three (3) years from the date of the Tenant Notice, the Borrower shall make payments to such tenant in the amount equivalent to 3 months rent in order to assist with relocation. In the event the Borrower wants to sell any of the Remaining Units prior to the time the tenants have voluntarily vacated to any person other than the tenant thereof, the Borrower will offer the tenant(s) a right of first purchase of such unit on terms equal to the offer received by the Borrower from a third party.

2.7 The Borrower agrees that it shall be responsible for, and shall pay, all fees, costs and expenses incurred by the Department and the Borrower in connection with this Agreement, including any transfer and recordation taxes, fees and expenses for recording the releases with Land Records.

2.8 The Borrower shall promptly provide the Department, upon request, with such documents and information as is requested by the Department evidencing the Borrower’s compliance and continuing compliance with the terms of this Agreement as and when requested by the Department.

3. **Conditions Precedent to Agreements**. The obligations of the parties contained in Sections 2.3 through 2.7, are subject to the prior approval of this Agreement by the Board of Public Works. In the event that this conditions is not met on or within forty-five (45) days of the Effective Date, unless such time is extended by the Department in its sole discretion, the terms,

agreements and obligations contained in the Agreement shall terminate and be of no further force and effect, other than those that survive termination as set forth herein.

4. **Acknowledgments, Representations and Warranties.** In order to induce the Department to enter into this Agreement, the Borrower acknowledges, represents, warrants and agrees as follows:

4.1 The Sold Units were either (i) sold to the existing low-income qualified tenants occupying the Units immediately prior to their sales, or (ii) were unoccupied at the time they were sold and the Borrower did not terminate the leases of any tenants prior to the sales in order to facilitate the sales. The Borrower did not terminate any leases of residents or force any residents to relocate in order to facilitate the sales of the Sold Units;

4.2 The Housing Authority of Allegany County, which would otherwise have a right to receive notice and right of first purchase, is a public body corporate and politic of the Borrower and therefore on notice of the Borrower's actions and approves the sales and this Agreement.

4.3 All of the proceeds from the sales of the Sold Units have been delivered to the Department.

4.4 The balance due and outstanding under the Loan Documents as set forth in the recitals to this Agreement is true and correct (exclusive of additional accrued interest, attorney's fees and costs and any other amounts that may now be owed under the Loan Documents), and the Borrower herewith irrevocably waives and forever quitclaim any rights or defenses that they may have, or claim to have, as to these amounts.

4.5 All understandings, representations, warranties and recitals contained or expressed in this Agreement are true, accurate, complete and correct in all material respects; and no such understanding, representation, warranty or recital fails or omits to state or otherwise disclose any material fact or information necessary to prevent such understanding, representation, warranty or recital from being misleading.

4.6 The Department has been induced in part to enter into this Agreement based upon the Departments' justifiable reliance on the truth, accuracy and completeness of all understandings, representations, warranties and recitals contained in this Agreement. There is no material fact known to the Borrower, or which should be known to the Borrower, which the Borrower has not disclosed to the Department in writing on or prior to the date of this Agreement which would or could materially and adversely affect the understandings of the Department expressed in this Agreement of any representation, warranty or recital contained in this Agreement.

4.7 The Borrower hereby acknowledges, ratifies, and confirms (i) the enforceability and validity of the Loan Documents to which it is a party, (ii) agrees that this Agreement and each of the Loan Documents constitute the legal, valid and binding obligations of the Borrower, and are enforceable in accordance with their respective terms, and (iii) the

Borrower is and shall continue to be absolutely and unconditionally, obligated to pay the Department all indebtedness that is now or hereafter owed under the Loan Documents, subject to the terms and agreements contained herein.

4.8 The Department, including without limitation, its employees, officers and directors, has acted in good faith and has conducted itself in a commercially reasonable manner in its relationship with the Borrower in connection with this Agreement and in connection with the Loan Documents, and the Borrower is hereby waiving and releasing any claims to the contrary. The Borrower has no defense, affirmative or otherwise, rights of set-off, rights of recoupment, claims, counterclaims, actions or causes of action of any kind or nature whatsoever against the Department or any past, present or future agent, attorney, legal representative, predecessor in interest, affiliate, successor, assign, employee, director or officer of the Department, directly or indirectly arising out of, based upon or in any manner connected with, any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, whether known or unknown, which occurred, existed, was taken, permitted or begun in accordance with, pursuant to or arising under any of the terms or conditions of the Loan Documents, or which directly or indirectly relate to or arise out of or in any manner are connected with the Loan Documents; to the extent any such defenses, affirmative or otherwise, rights of set-off, rights of recoupment, claims, counterclaims, actions or causes of action exist or existed, such defenses, rights, claims, counterclaims, actions and causes of action are hereby forever waived, discharged and released. The Borrower hereby acknowledges and agrees that the execution of this Agreement by the Department shall not constitute an acknowledgment of or admission by the Department of the existence of any claims or of liability for any matter or precedent upon which any claim or liability may be asserted. The Borrower further acknowledges and agrees that the Department is not in any way responsible or liable for the previous, current or future condition or deterioration of the business operations and/or financial condition of the Borrower and that the Department has not breached any agreement or commitment to loan money or otherwise make financial accommodations available to the Borrower or to fund any operations of the Borrower at any time.

4.9 The Borrower has full power and authority to enter into this Agreement and any and all other agreements, documents and instruments executed in connection with this Agreement or the transactions contemplated by this Agreement and to incur and perform all obligations and covenants contained herein and therein, all of which have been duly authorized by all proper and necessary action and will provide a signed resolution authorizing execution of this Agreement.

4.10 THE BORROWER HEREBY ACKNOWLEDGES THAT IT HAS FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT AFTER AN ADEQUATE OPPORTUNITY AND SUFFICIENT PERIOD OF TIME TO REVIEW, ANALYZE AND DISCUSS (1) ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND (2) ALL FACTUAL AND LEGAL MATTERS RELEVANT TO THIS AGREEMENT WITH COUNSEL FREELY AND INDEPENDENTLY SELECTED BY THE BORROWER. THE BORROWER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS ACTIVELY AND WITH FULL UNDERSTANDING PARTICIPATED IN THE NEGOTIATION OF THIS AGREEMENT AFTER AN OPPORTUNITY FOR

CONSULTATION AND REVIEW WITH THEIR COUNSEL, THAT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN NEGOTIATED AT ARMS LENGTH AND THAT THIS AGREEMENT HAS BEEN NEGOTIATED, PREPARED AND EXECUTED WITHOUT FRAUD, DURESS, UNDUE INFLUENCE OR COERCION OF ANY KIND OR NATURE WHATSOEVER HAVING BEEN EXERTED BY OR IMPOSED UPON ANY PARTY TO THIS AGREEMENT UPON ANY OTHER PARTY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AGAINST OR INTERPRETED TO THE DISADVANTAGE OF ANY PARTY TO THIS AGREEMENT BY ANY COURT OR OTHER GOVERNMENTAL OR JUDICIAL AUTHORITY BY REASON OF SUCH PARTY HAVING OR BEING DEEMED TO HAVE STRUCTURED, DICTATED OR DRAFTED SUCH PROVISION.

4.11 [INTENTIONALLY OMITTED].

4.12 There are no proceedings or investigations pending or, so far as the Borrower knows, threatened before any court or arbitrator or before or by, any governmental, administrative or judicial authority or agency, or arbitrator, against the Borrower.

4.13 There is no statute, regulation, rule, order or judgment, no provision of any organizational or governing documents of the Borrower, or any of its respective properties which would prohibit or cause a default under or in any way prevent the execution, delivery, performance, compliance or observance of any of the terms and conditions of this Agreement.

4.14 Nothing herein is intended or shall be construed to waive (i) any defaults which may now or in the future exist under the Loan Documents, or (ii) any rights and remedies of the Department in respect of such defaults including the acceleration of the Loan. Department hereby reserves all of its rights and remedies under the Loan Documents and applicable law. Any failure or delay by Department in exercising any right, power or remedy under the Loan Documents or applicable law, or any acceptance of partial performance or partial payment, (x) shall not operate as a waiver of such right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy, and (y) shall not be sufficient by itself or together with any other action or inaction by Department, to establish a course of dealing or course of conduct by Department upon which the Borrower shall be entitled to rely.

4.15 To induce the Department to enter into this Agreement, the Borrower acknowledges that (a) it does not have any claim, counterclaim, offset, defense, damages, or cause of action of any kind, character or nature whatsoever, whether known or unknown, choate or inchoate, against the Department and each and every one of its directors, officers, employees, representatives, legal counsel, agents, divisions, administrations, predecessors, successors, assigns, transferees, persons employed or engaged by any of the foregoing, and affiliates of any of the foregoing, whether past or present (collectively, the “**Released Parties**”) that would reduce or diminish the Borrower’s liability to the Department pursuant to the Loan Documents, and (b) the Borrower has no claim, counterclaim, offset, defense or cause of action of any kind, character or nature whatsoever, whether known or unknown, choate, or inchoate, against the

Released Parties, or any one of them, based upon any acts or omissions of any of the Released Parties related to the Collateral, the Loan or the administration thereof, and also relating to any other prior or current loans, borrowings, accounts, or other banking relationships or proposed banking relationships (collectively, the “**Claims**”) or, to the extent that the Borrower claims to have previously had, or currently have, any such Claims against any of the Released Parties as described hereinabove, which the Released Parties specifically deny, whether choate or inchoate, known or unknown, in law or in equity, then the Borrower does hereby waive any and all said past and present Claims, and do hereby (i) unconditionally release the Released Parties from any and all loss, liability, causes, claims, damages, actions, causes of actions, and suits of any kind and nature whatsoever arising out of or relating in any way to the Department, the Loan Documents, or as a result of any events, actions, or omissions that occurred prior to the Effective Date, and (ii) covenant not to sue the Released Parties for past and present Claims up to the Effective Date. This Section shall survive termination of this Agreement.

4.16 Borrower hereby ratifies, affirms, reaffirms, confirms, acknowledges and agrees that it will derive substantial benefit from the execution and delivery and full and faithful performance of the terms and conditions hereof, well in excess of any detriment to them, such that the transactions and terms and conditions hereof represent a fair exchange among the parties.

5. **Default.** The occurrence of any one or more of the following events or occurrences shall constitute an “Event of Default” or “Default” under this Agreement.

5.1 The failure of the Borrower to fully and timely observe, perform, or comply with any of the terms, conditions, provisions or obligations of this Agreement; or

5.2 If any recital, representation or warranty made herein, in any document executed and delivered in connection herewith, or in any report, certificate, financial statement or other instrument or document previously, now or hereafter furnished by or on behalf of the Borrower in connection with this Agreement or any other document executed and delivered in connection with this Agreement, shall prove to have been materially false, incomplete or misleading on the date as of which it was made.

6. **Remedies.** Upon a Default, the Department may give written notice to Borrower. If the Default is not rectified to the Department's satisfaction within 30 days after the date the notice is mailed or within such further time that the Department reasonably determines is necessary to correct the violation, the Department may without further notice, in addition to those actions permitted under Maryland or federal law, (i) terminate this Agreement, and/or (ii) apply to any court, State or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief that may be appropriate; in this regard, Borrower acknowledges that any injury to the Department arising from a Default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain. All rights and remedies available to the Department under this Agreement, and under applicable laws, may be asserted, enforced and exercised concurrently, cumulatively or successively from time to time and at any time.

7. **Miscellaneous Provisions.**

7.1. Survival. Each and every representation, warrant, covenant, acknowledgement, and indemnification hereinabove shall survive the execution of this Agreement and completion of the obligations contained herein, and shall be independently enforceable.

7.2 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing, personally delivered or sent by postage prepaid first class certified mail, return receipt requested, or overnight courier, and shall be deemed to be given one business day after such notice is sent by overnight courier or three business days after said notice is sent by certified mail. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this paragraph, notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses indicated for such party below:

If to Borrower:	Board of County Commissioners of Allegany County, Maryland 701 Kelly Road, Suite 214 Cumberland Maryland, 21502
With a copy to:	Allegany County Department of Economic and Community Development 701 Kelly Road, Suite 400 Cumberland Maryland, 21502 Attn: David Nedved, Representative
If to Department:	Department of Housing and Community Development 7800 Harkins Road Lanham, Maryland 20706 Attn: Division of Credit Assurance
with a copy to:	Office of the Attorney General 7800 Harkins Road Lanham, Maryland 20706 Attn: Counsel

or at such other address as the parties may have furnished to each other in writing in accordance with this Section.

7.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Maryland, exclusive of principles of conflicts of laws.

7.4 Terms Binding; No Assignment; No Benefit to Third Parties. All of the

terms, conditions, stipulations, warranties, representations and covenants of this Agreement shall apply to and be binding upon and shall inure to the benefit of the Borrower and the Department and each of their respective heirs, executors, personal representatives, successors and assigns, and shall be binding upon all Persons who become bound under this Agreement, but Borrower shall not have the right to assign this Agreement without the prior written consent of Department. The contrary notwithstanding, no person other than the Borrower and the Department and each of their respective heirs, executors, personal representatives, successors and assigns, the Released Parties (with respect to the releases set forth in Section 4.15), shall have the benefit of this Agreement or the right to enforce all or any part of this Agreement.

7.5 Invalidity of Certain Provisions. If any term or provision of this Agreement or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of such term or provision or the application thereof to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.6 Headings. The section and subsection headings of this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

7.7 Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all Persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the Persons required to bind any party, appear on one or more counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

7.8 Rights Cumulative; Waivers. The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right.

7.9 Amendment. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought. No provision of this Agreement may be waived except in writing signed by the party against whom such waiver is sought to be enforced.

7.10 Terms Generally. The definitions in this Agreement apply equally to both

the singular and plural forms of the terms defined. Whenever the context may require, the use of a masculine, feminine or neuter pronoun shall include all genders. The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation.” The words “ordinary course of business” are deemed to be followed by the phrase “consistent with past practice.” All references herein to Articles and Sections are deemed references to Articles and Sections of this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (a) any reference in this Agreement to any Loan Document means such document as amended, restated, supplemented or otherwise modified from time to time and (b) all terms of an accounting or financial nature are construed in accordance with GAAP, as in effect from time to time.

7.11 No Course of Dealing. The Department’s agreement to modify, waive, or forbear from exercising its remedies under the Loan Documents is not, and shall not be construed as, a course of dealing or pattern of conduct that will create any commercial expectation on the part of Borrower that the Department will grant any further forbearance or modifications with regard to its rights and remedies under the Loan Documents. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

7.12 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

7.13 Further Assurances. Borrower agrees to execute and deliver, or cause to be executed and delivered, to the Department, all other additional documents, instruments and certificates reasonably considered necessary by the Department to cause this Agreement or any document, instrument or certificate executed in connection therewith to be, become or remain valid and effective in accordance with its terms or in order to implement more fully the intent of this Agreement or such other document, instrument or certificate, including, but not limited to, an amendment and restatement of all of the Loan Documents, as amended hereby.

7.14 **WAIVER OF JURY TRIAL.** **UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING UNDER OR OUT OF THIS AGREEMENT OR THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR DEPARTMENT TO ENTER INTO THIS AGREEMENT. FURTHER, THE BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE DEPARTMENT, OR LENDER’S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE DEPARTMENT WOULD NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF DEPARTMENT OR THE DEPARTMENT’S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed under seal and attested the day and year first above mentioned.

WITNESS:

**BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND**

By: _____ (SEAL)
Name: _____

**DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT**

By: _____ (SEAL)
Name: Allen W. Cartwright, Jr.
Authorized Officer

EXHIBIT 1

[INSERT FORM TENANT NOTICE]

[DATE]

**VIA FIRST CLASS MAIL
AND HAND DELIVERY**

**[TENANT(S)]
Address and Unit No.**

**RE: Notice of Intent to Prepay PRHP Loan;
Termination of Affordability, Income and Occupancy Restrictions**

Dear Tenant(s),

The Board of County Commissioners of Allegany County, Maryland (the “**County**”) has decided to repay its Partnership Rental Housing Program (PRHP) loan from the Department of Housing and Community Development (“**DHCD**”), a principal Department of the State of Maryland. As a result of the repayment, the affordability, income and occupancy restrictions imposed on the County by DHCD will be terminated and released.

In order to obtain DHCD’s permission to repay the loan and terminate the restrictions, DHCD is requiring the County to provide you, the existing tenant of the above referenced unit (the “**Unit**”), with a three (3) year lease extensions at the current rent for your Unit as of the date of this Notice. In addition, as required by DHCD and agreed to by the County, in the event you choose to vacate your Unit within three (3) years from the date of this Notice, the County will deliver a payment to you in an amount equivalent to 3 months rent in order to assist you with relocation.

Although the County may increase rents on your Unit after three (3) year extension period expires, any rent increases imposed following the initial three (3) year period shall be capped at 1.00% per year and you will be allowed to continue to rent your Unit for as long as you choose and continue to pay rents and comply with the terms of your lease.

In the event the County wants to sell your Unit prior to the time that you voluntarily vacate the Unit, the County will provide you with a right of first purchase of such unit on terms equal to the offer received by the Borrower from a third party.

In light of the foregoing requirements imposed by DHCD, we do not believe that the prepayment and termination of restrictions will have any negative impact upon you or your right to assistance.

Sincerely,

cc: Dolores Deel, Maryland DHCD (via email)
Mark Mack-Fitzhugh, Maryland DHCD (via email)
Housing Authority of Allegany County (via email)

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the May 25, 2023 public meeting:

Approved the Scattered Sites Program Completion/Withdrawal

Including - Signing the Workout Agreement, Sending Tenant Notices, and paying up to \$82,632.91 to DHCD

VOTE:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Linda A. Simpson, County Clerk, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on May 25, 2023.

BY:

Linda A. Simpson, County Clerk

SEAL

Dept: Economic & Community Development
Account No.: N/A
Contact: David Nedved

Public Business Meeting
Staff Report
Department: Economic & Community Development

To: Jason M. Bennett, CPA, County Administrator
From: David Nedved, Representative
Date Prepared: May 23, 2023
Meeting Date: May 25, 2023
Subject: Maryland Mortgage Program, FY23 Housing Bond Allocation, Resolution 23-16 - **David Nedved, Economic & Community Development Representative**
Supporting Documents: Yes

1. Background

The Maryland Community Development Administration (CDA) provides financing for the Maryland Mortgage Program to each county through the sale of tax-exempt bonds. This program provides below-rate mortgages for homeownership to the residents of Allegany County. All of Allegany County is considered a targeted area, which means one does not have to be a first-time homebuyer to participate in this program. The 2023 sub-allocation for Allegany County is \$2,843,694.

The Maryland Mortgage Program offers a variety of programs. See the attached information page or visit the web site at <http://mmp.maryland.gov>. Since Allegany County is a targeted area, current income limits to qualify are \$141,000 for one or two persons in the household with an increase to \$164,500 for a family of three or more. The maximum acquisition cost is \$427,198 for Existing or Newly Constructed Homes.

The program is accessed through various mortgage lenders throughout the State of Maryland but in Allegany County the participating lender is BB&T Corporation. The contact for the program at BB&T Corporation is Toni Davis-Spivey. Her phone is 410-265-3699 and her e-mail is tdavis-spivey@truist.com

2. Issues

The deadline for CDA's receipt of the 2023 Bond Allocation Transfer Letter is June 15, 2023.

3. Financial Impact

Not Applicable.

4. Alternatives

Not Applicable.

5. Other Considerations

Not Applicable.

6. Conformity to County Policy

Allegany County has been approving the transfer of funds to the Community Development Administration's Maryland Mortgage Program for issuance of tax-exempt housing bonds for over thirteen years.

7. Recommendation

Recommend that the Board of County Commissioners authorize transfer of \$2,843,694 to the Community Development Administration's Maryland Mortgage Program for issuance of tax-exempt housing bonds on behalf of Allegany County and authorize the President to sign the Letter of Transfer.

RESOLUTION NO. 23-16

WHEREAS, Allegany County continues to participate in the Maryland Mortgage Program administered by the Maryland Department of Housing and Community Development and funded through the Maryland Department of Commerce; and

WHEREAS, a sub-allocation in the amount of \$2,843,694 has been designated for the issuance of housing bonds for Allegany County; and

WHEREAS, the County has determined that State issuance of these bonds is the most efficient and cost-effective method to provide low-interest mortgage financing to qualified residents;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Allegany County, Maryland; that

1. The President of the Board of County Commissioners be authorized to sign a letter transferring the County's 2023 Housing Bond Allocation to the Maryland Department of Commerce; and
2. That the transfer letter be written to designate that the County's housing allocation will support homeownership programs provided through the State of Maryland.

Adopted this 25th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

Linda A. Simpson, County Clerk

William R. Atkinson, Commissioner

May 25, 2023

Ms. Maddy Ciulu, Deputy Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 360
Lanham, Maryland 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Allegany County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$2,843,694 of its total \$2,843,694 tax-exempt housing bond allocation as set forth in the 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND

David J. Caporale, President

DJC:DKN:kam
Attachment

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Allegany County, Maryland.

T. Lee Beeman, Jr., County Attorney

March 17, 2023

The Honorable David J. Caporale, President
Board of County Commissioners of Allegany County
County Office Building
701 Kelly Road, Suite 400
Cumberland MD 21502

Dear President Caporale,

The Department of Housing and Community Development (The Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2023. There is no change to the process from last year.

The Department invites Allegany County to transfer its 2023 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$2,843,694. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 15, 2023.

Attachment I is a form letter to be prepared on your letterhead authorizing the transfer of bond allocation to the Department.

We ask your cooperation in transferring your 2023 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 15, 2023 to the following address:

Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706
ATTN: CHERRONDA ESTEP – SINGLE FAMILY - 3RD FLOOR

Before mailing the original please send a copy to the following email address:
karl.metzgar@maryland.gov

Included for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for FY 2020, 2021, 2022 and FY 2023 through 02/28/2023.

We look forward to your continued support of home ownership opportunities for residents of your County. Should you have any questions or need additional information, please contact Karl Metzgar at 301-429-7826 or by email at karl.metzgar@maryland.gov.

Thank you.

Sincerely,

Maddy Ciulu

Maddy Ciulu, Director
Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Maryland Mortgage Program Purchase Activity for FY 2020, 2021, 2022 and FY 2023 through 02/28/2023.



2023 ATTACHMENT I

FORM LETTER FOR 2023 TRANSFER OF ALLOCATION TO BE PREPARED ON LOCAL JURISDICTION'S LETTERHEAD

[Date]

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, Maryland 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, **[Name of Jurisdiction]** hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$_____ of its total \$_____ tax-exempt housing bond allocation as set forth in 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

[Name & Title of Chief Elected Official]

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of [Name of Jurisdiction].

[Signature]

[Name & Title of Attorney]

Attorney for: [Name of Jurisdiction]

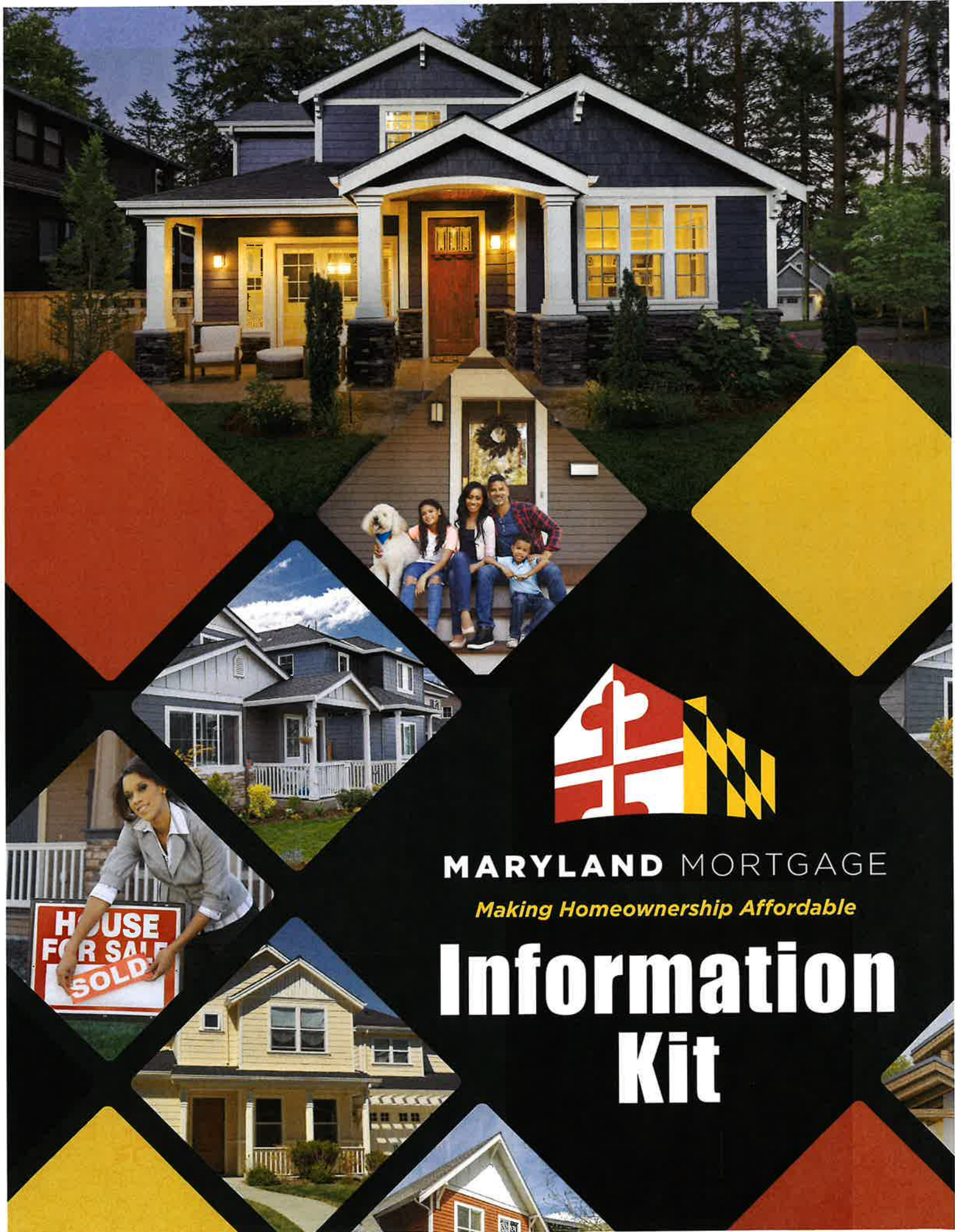
RETURN THE COMPLETED LETTER TO:

Cherronda Estep
Maryland Department of Housing and Community Development
7800 Harkins RD 3RD Floor
Lanham, MD 20706

ATTACHMENT II
MARYLAND MORTGAGE PROGRAM
PURCHASE ACTIVITY

ALLEGANY COUNTY

Fiscal Year	Loans	Loan Amount
2020	21	\$2,124,747
2021	15	\$1,629,353
2022	15	\$1,918,787
2023	17	\$2,010.193



MARYLAND MORTGAGE

Making Homeownership Affordable

Information Kit



MARYLAND MORTGAGE

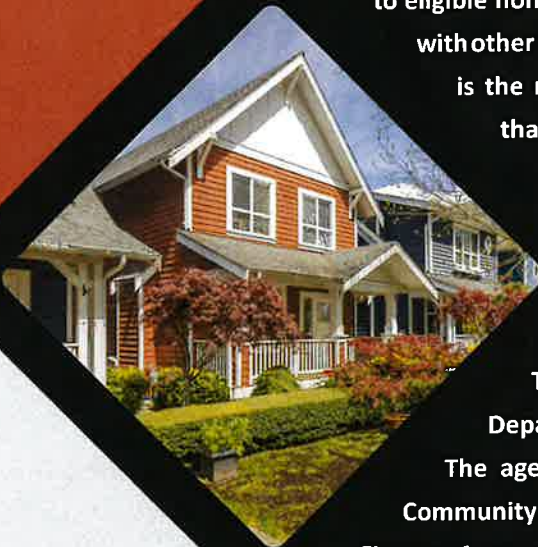
What's In THE INFORMATION KIT

PROGRAM TERMS & DEFINITIONS.....	1
PRODUCT LINE.....	2
OTHER ASSISTANCE OPTIONS.....	3
REALTOR INFORMATION.....	4
HOMEBUYER'S GUIDE.....	5

The information provided is accurate as of the date of printing. However, some information is subject to change, and borrowers should talk to a Maryland Mortgage Program approved lender before making decisions based on the document.

What is the Maryland Mortgage Program?

The Maryland Mortgage Program (MMP) provides 30-year fixed-rate home loans to eligible homebuyers purchasing in Maryland. Loan terms are competitive with other home loan products on the market, but what makes MMP unique is the range of associated financial incentives and other assistance that, for many homebuyers, means the difference between being able to purchase and continuing to rent.



Who Administers the Maryland Mortgage Program?

The Maryland Mortgage Program is provided by the Maryland Department of Housing and Community Development (DHCD). The agency's Division of Development Finance, also known as the Community Development Administration (CDA), is the state's Housing Finance Agency, a state-chartered authority that helps meet the affordable housing needs of the residents of Maryland.

@MarylandMMP



mmp.Maryland.gov

Program Terms & Definitions

A First Time Homebuyer

- Hasn't owned a home ANYWHERE in the last three years; or
- Is purchasing in a Targeted Area; or
- Is a veteran using their exemption or the first time

This is not the same definition used for determining recording tax!

Homebuyers using the First Time Advantage product line must be first-time homebuyers. Even if the borrower does not have to be a first-time homebuyer, they still may not own a residence at the time of closing. Property must be "Owner Occupied" and may not be an investment property, second home or have non-occupant co-signers.

Debt-to-Income Ratio (DTI)

DTI ratio is calculated by dividing monthly debt payments by monthly gross income. The ratio is expressed as a percentage, and lenders use it to determine how well a borrower manages monthly debts - and if the loan is affordable. The maximum DTI for Maryland Mortgage Program loans is 50% for Conventional loans and 45% for most other loans, although some specific loan products have a more restrictive limit and other factors (including credit score) matter. The lender can check this specifically for each product on the individual fact sheets. There are no exceptions to the established DTI limit.

Rates/Reservations/ Locking a Loan

Rates are posted on the website here:

mmp.Maryland.gov/interestrates

They change to reflect the market; this can be daily or even more often. When the lender completes the reservation in the Maryland Mortgage Program Lender Online system, the rate is committed. The loan must be purchased by the master servicer within 105 days or the reservation will be canceled. If a reservation gets canceled, the borrower must wait six months before using the program.

Income, Loan and Purchase Limits (vary by county)

- Household income limit depends on size of household (includes everyone over 18).
- Liquid assets are limited to less than 20% of the purchase price (401K doesn't count).

Income, loan and purchase limits are on the website here: mmp.maryland.gov/Lenders/income

Credit Score (FICO)

Minimum middle credit score of 640 (some products have higher minimums).

Lenders

Maryland Mortgage Program loans must be done through an approved MMP lender; there are more than 100 lenders. Lender information is posted on our website here: mmp.maryland.gov/FindLenders

Homebuyer Education (HBE)

All borrowers using a Maryland Mortgage Program loan must take homebuyer education prior to loan approval. Since home purchase is a significant financial decision, homebuyers are encouraged to take a class prior to signing a contract. Classes can be any class approved by HUD, FannieMae or Freddie Mac, either online or in-person, as long as it meets the requirements of the master servicer and insurer.

If other sources of assistance are being used, HBE must also meet the requirements of that funding source.

HBE information can be found here:

[mmp.Maryland.gov/
classes](http://mmp.Maryland.gov/classes)



MARYLAND MORTGAGE

@MarylandMMP



mmp.Maryland.gov

Product Line

The Maryland Mortgage Program has a dual track product line which includes the 1st Time Advantage loan products and the Flex products. We also offer some specialty loans for specific types of borrowers as well as mortgage enhancements. See the table below:

MMP 1st Time Advantage <i>Must be FIRST-TIME homebuyers</i>	MMP Flex <i>Can be REPEAT or FIRST-TIME homebuyers</i>
1st Time Advantage Direct <i>No MMP DPA</i>	Flex Direct <i>No MMP DPA</i>
1st Time Advantage 6000 <i>Comes with a \$6,000 DPA loan May utilize Partner Match if applicable</i>	Flex 6000 <i>Comes with a \$6,000 DPA loan May utilize Partner Match if applicable</i>
1st Time Advantage 3% Loan <i>Comes with a DPA loan equal to 3% of the first mortgage</i>	Flex 3% Loan <i>Comes with a DPA loan equal to 3% of the first mortgage</i>
1st Time Advantage 4% Loan <i>Comes with a DPA loan equal to 4% of the first mortgage</i>	<i>Fact sheets and other professional resources can be found here:</i> https://mmp.maryland.gov/Lenders/Pages/ ProgramInfo.aspx <i>Existing MCC may be re-issued, but no new MCCs.</i> https://mmp.maryland.gov/Lenders/Pages/MDHo meCredit/Default.aspx
1st Time Advantage 5% Loan <i>Comes with a DPA loan equal to 5% of the first mortgage</i>	
HomeStart <i>For borrowers with ≤50% AMI. Comes with a DPA loan equal to 6% of the first mortgage.</i>	

Specialty Products

<u>Maryland SmartBuy</u> <i>For first-time homebuyers with student debt. Conventional only. Three DPA options available.</i>	<u>97% LTV Conventional Refinance Program</u> <i>Existing MMP DPA may be subordinated.</i>
<u>Maryland HomeAbility</u> <i>For first-time homebuyers with disabilities; special income limits apply.</i>	<i>Check the daily Rates for current product availability:</i> https://mmp.maryland.gov/Lenders/Pages/ Interest-Rates.aspx
<u>Montgomery Homeownership Programs</u> <i>For first-time homebuyers purchasing in Montgomery County (maximum \$25,000).</i>	
<u>Greenbelt Home Advantage</u> <i>For Greenbelt renters purchasing in Greenbelt, comes with \$15,000 grant.</i>	

For more information, talk to an approved Maryland Mortgage Program lender or review the product descriptions and fact sheets on our website: mmp.Maryland.gov/Programs

Other Assistance Options

Partner Match Program

We have employers, builders, and community organizations who have signed up to partner with MMP to help Maryland homebuyers using the 1st Time Advantage 5000 or the Flex 5000 loan product. Both products come with \$5,000 in a zero percent deferred second loan to help with down payment and closing costs, and partner assistance can be matched up to \$2,500. For more information, mmp.Maryland.gov/Partnermatch

Maryland HomeCredit Program

The Maryland HomeCredit Program is no longer open for new mortgage credit certificates (MCC). If a Maryland homeowner has an existing MCC and is seeking to refinance, they can get the MCC re-issued. They will need to use a lender who is approved for the Maryland HomeCredit Program, and fees apply. For questions about this, email singlefamilyhousing.dhcd@maryland.gov.

Maryland SmartBuy Program

Maryland SmartBuy helps homebuyers with qualifying student debt purchase a home. The program works by paying off student debt during the purchase of your home through special Maryland Mortgage Program financing and rolling it into a five-year forgivable loan. For more information, mmp.Maryland.gov/SmartBuy



For
referral to a
top loan officer, visit:
mmp.Maryland.gov/Ready
and click on
GET STARTED!

Realtor Information

Utilizing the services of an experienced real estate professional can help borrowers with the homebuying process. Maryland REALTORS® (mdrealtor.org) provides training to licensed real estate agents in Maryland focusing on first time homebuyer programs, especially the Maryland Mortgage Program. Upon completion of this training, agents receive their Housing Opportunity Certification (HOC), and this means that they can provide homebuyers with up-to-date and useful guidance on using the Maryland Mortgage Program. You can locate agents in your area that have achieved this certification by visiting Maryland REALTORS®'s homebuyer website at marylandhomeownership.com, clicking on First Time Home Buyers, and selecting Find a REALTOR.

REALTOR FAQ:

- Household income limit depends on the size of the household (includes everyone over 18) and where the property is being purchased; see mmp.maryland.gov/Lenders/income
- Property must be "Owner Occupied" and may not be an investment property, second home or have non-occupant co-signers.
- Homebuyer Education is required prior to closing.
- Minimum middle credit score of 640 (some products have higher minimums).
- Liquid assets are limited to less than 20% of the purchase price (401K doesn't count).
- New home construction (newer than one year) must be located in a Priority Funding Area. Mobile homes do not qualify and condominiums must be approved by the insurer (FHA/FNMA).
- Priority Funding Areas and Targeted Areas can be confirmed by using our online interactive mapping tool: mmp.Maryland.gov/maps
- MMP follows the FNMA "no-flip" policy

Program Questions?

Want to set up free training for your office?

SingleFamilyHousing.dhcd@maryland.gov

Additional Resources:

mmp.maryland.gov/Marketing-Tools



MARYLAND MORTGAGE

@MarylandMMP



mmp.Maryland.gov



7 STEPS To Purchasing Your Home



STEP 1 Homebuyer Education

Take a Homebuyer Education class to learn about the process and get the required certificate.
mmp.maryland.gov/classes

STEP 1

STEP 2

Lender Pre-Approval

Find a lender and get pre-approve to determine what you can afford. Get referred to a top MMP loan officer here:
mmp.maryland.gov/Pages/Ready.aspx
If you prefer, you can reach out directly to a lender from the approved list:
mmp.maryland.gov/FindLenders

STEP 3

Get a Realtor

A realtor will help you with finding homes that best fit your needs. You can locate agents in your area by visiting
www.marylandhomeownership.com/find-a-maryland-realtor/

STEP 4

Submitting an Offer

Once you find the perfect house, it's time to put an offer in. Your realtor will be able to guide you on what a competitive offer is, as well as any other contingencies the offer will rely on (home inspection, financing, etc.

STEP 5

Loan Application & Lock

Your loan officer will help you identify which Maryland Mortgage Program loan is best for you and lock in that low interest rate. They will guide you through other required steps, such as home inspection, appraisal, etc. The underwriting team will review your updated employment and credit information to make sure you qualify for a loan.

STEP 6

Maryland Mortgage Program Review

The lender will submit your loan package to the Maryland Mortgage Program team to make sure it is in compliance with state requirements. After this approval is received, your lender will schedule closing.

STEP 7

Closing

Once you sign the paperwork you will receive the keys to your new home.

**CONGRATULATIONS,
YOU'VE DONE IT!**



MARYLAND MORTGAGE

@MarylandMMP



mmp.Maryland.gov

5



MARYLAND MORTGAGE
Making Homeownership Affordable

Information Kit

**Check
it Out!**

Public Business Meeting
Staff Report
Department: County Attorney

To: Jason M. Bennett, CPA, County Administrator
From: Lee Beeman, County Attorney
Date Prepared: May 23, 2023
Meeting Date: May 25, 2023
Subject: Allegany County Police Accountability Board & Allegany County Administrative Charging Committee, Amendment, Resolution 23-15 - **T. Lee Beeman, County Attorney**
Supporting Documents: Yes

1. Background

A Resolution amending the Allegany County Police Accountability Board & Allegany County Administrative Charging Committee to provide compensation for members to complete required trainings and reimbursement for expenses necessary to attend trainings.

2. Issues

3. Financial Impact

Immaterial financial impact.

4. Alternatives

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

Approve Resolution 23-15

RESOLUTION 23-15

A RESOLUTION AMENDING THE ALLEGANY COUNTY POLICE ACCOUNTABILITY BOARD & ALLEGANY COUNTY ADMINISTRATIVE CHARGING COMMITTEE

WHEREAS, pursuant to Chapter 59 of the 2021 Laws of Maryland, Maryland Police Accountability Act of 2021 - Police Discipline and Law Enforcement Programs and Procedures (the “Act”), the Board of County Commissioners of Allegany County, Maryland (hereinafter, the “Commissioners of Allegany County”) enacted Resolution 22-15, “A Resolution Enacting the Allegany County Police Accountability Board & Allegany County Administrative Charging Committee”;

WHEREAS, the Act further requires members of the Administrative Charging Committee for each County to receive certain training through the Maryland Police and Correctional Training Commissions in order to serve as members of the Administrative Charging Committee;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Allegany County that the Allegany County Police Accountability Board (“ACPAB”) and a Allegany County Administrative Charging Committee (“ACACC”) are hereby amended in accordance with the following:

...
IV. Membership.

...
H. With regard to the ACACC:

- ...
9. The members of the ACACC, including an alternate if selected, shall each receive an annual stipend of Twenty-five Hundred Dollars (\$2,500.00).
10. Members of the ACACC shall be paid, in addition to their annual stipend, a training stipend of \$1,000.00 and shall be reimbursed for all reasonable expenses incurred in attending such required training.

BE IT FURTHER RESOLVED by the Commissioners of Allegany County, Maryland that, in the event any portion of this Resolution is found to be unconstitutional, illegal, null or void, it is the intent of the Commissioners of Allegany County to sever only the invalid portion or provision, and that the remainder of the Resolution shall be enforceable and valid.

BE IT FURTHER RESOLVED by the Commissioners of Allegany County, Maryland that the foregoing recitals are adopted as if fully rewritten herein.

BE IT FURTHER RESOLVED by the Commissioners of Allegany County, Maryland that this Resolution shall be effective upon recordation without publication of a fair summary, but **not sooner than May 25, 2023**.

[INTENTIONALLY BLANK]
SIGNATURES ON NEXT PAGE

ADOPTED this 25th day of May, 2023.

ATTEST:

COMMISSIONERS OF ALLEGANY COUNTY

Jason Bennett
County Administrator

David J. Caporale, Commissioner President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Creade V. Brodie, Jr., Commissioner

T. Lee Beeman, Jr.
County Attorney

William R. Atkinson, Commissioner

Public Business Meeting
Staff Report
Department: Commissioners

To: Jason M. Bennett, CPA, County Administrator
From: Jason Bennett, County Administrator
Date Prepared: May 23, 2023
Meeting Date: May 25, 2023
Subject: Maryland DNR requesting approval for the acquisition of Navarre Minerals, adjacent to Wills Mountain State Park
Supporting Documents: Yes

1. Background

Maryland Department of Natural Resources has requested approval from the Commissioners to acquire the Navarre Minerals property (103.7 acres of land) adjacent to Wills Mountain State Park.

2. Issues

3. Financial Impact

n/a

4. Alternatives

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

recommend approval



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

May 18, 2023

Jason Bennett, CPA
County Administrator
Allegany County Government
701 Kelly Road
Cumberland, Maryland 21502

Good afternoon, Mr. Bennett,
DNR would like to request approval from the Commissioners to pursue acquisition of the Navarre Minerals property, information is found below.

<u>Project Name</u>	<u>DNR land management unit</u>	<u>Map</u>	<u>Parcel(s)</u>	<u>Tax ID</u>	<u>Acres</u>
Navarre Minerals	Will Mountain State Park	15	59	20-010118	103.7

Please let me know if you or the Commissioners require any additional information in conjunction with this request for approval for DNR to move forward and work to acquire this property.

Thank you,

Cheryl Wise
Program Open Space
Stateside Supervisor

Public Business Meeting
Staff Report
Department: Emergency Services

To: Jason M. Bennett, CPA, County Administrator
From: Carrie Hughes, Emergency Management Chief
Date Prepared: May 18, 2023
Meeting Date: May 25, 2023
Subject: Satellite Fail-Over System Purchase Order - Department of Emergency Services
Supporting Documents: Yes

1. Background

In April 2023, the Maryland 9-1-1 Board approved Allegany County's request for funding for a Satellite Fail-Over Phone System for both the Primary and the Back-Up Center. This will allow the 911 Center to remain operational should the phone system be compromised.

2. Issues

Allegany County is required to send in a purchase order to the vendor to finalize the purchase of the Satellite Fail-Over System. This purchase has already been approved and will have no financial impact on the budget for the department or the county. The Finance Office is requiring commissioner approval to release the purchase order needed for the equipment.

3. Financial Impact

There is no financial impact to Allegany County as the request has been approved by the Maryland 9-1-1 Board and will be fully funded through their department. The approval letter from the Maryland 9-1-1 Board is attached.

4. Alternatives

There are no alternatives for this package.

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

Recommend that the Board of Commissioners authorize the release of the purchase order for the fully funded Satellite Fail-Over System for the 911 Center.



Department of Emergency Management

Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362
(410) 585-3108

STATE OF MARYLAND

WES MORE
GOVERNOR

ARUNA MILLER
LT. GOVERNOR

RUSSELL J.
STRICKLAND
SECRETARY

JACK MARKEY
CHAIRMAN

TIMOTHY THARP
INTERIM
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

April 3, 2023

Mr. Roger Bennett
Allegany County Dept. of Public Safety & Homeland Security
11400 P.P.G. Road, SE
Cumberland, MD 21502

RE: Maryland 9-1-1 Board Project # 23-233 Allegany County

Dear Mr. Bennett:

This will confirm the Board's decision during its March 30, 2023 meeting, to fund up to \$21,465.50 Satellite Fail-Over Phone System for your county's PSAPs (Project #23-233), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 240-508-4574.

Sincerely,

Timothy Tharp

Timothy Tharp, Interim Executive Director
Maryland 9-1-1 Board

Staff Report

To: Jason Bennett, County Administrator
From: Carrie Hughes, Emergency Management Chief
Date: May 18th, 2023
Subj: Maryland 9-1-1 Board Satellite Fail-Over Phone System Purchase Order Approval
Re: Consent Agenda for May 25th, 2023 Public Meeting

Background:

In April 2023, the Maryland 9-1-1 Board approved Allegany County's request for funding for a Satellite Fail-Over Phone System for both the Primary and the Back-Up Center. This will allow the 911 Center to remain operational should the phone system be compromised.

Issues:

Allegany County is required to send in a purchase order to the vendor to finalize the purchase of the Satellite Fail-Over System. This purchase has already been approved and will have no financial impact on the budget for the department or the county. The Finance Office is requiring commissioner approval to release the purchase order needed for the equipment.

Financial Impact:

There is no financial impact to Allegany County as the request has been approved by the Maryland 9-1-1 Board and will be fully funded through their department. The approval letter from the Maryland 9-1-1 Board is attached.

Recommendations:

Recommend that the Board of Commissioners authorize the release of the purchase order for the fully funded Satellite Fail-Over System for the 911 Center.

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the May 18th, 2023 public meeting:

Authorize the release of the purchase order for the fully funded Satellite Fail-Over System for the 911 Center.

Vote:

DJC

WRA

CVB

County Commissioners of Allegany County, Maryland

CERTIFICATION

I hereby certify that the above action of the Commissioners is part of the formal, written record of the public meeting held on the 25th day of May, 2023

By _____

Linda Simpson

701 Kelly Road
Cumberland, MD 21502
E publicworks@alleganygov.org
T 301 777-5933
www.alleganygov.org

MARYLAND 9-1-1 BOARD

REQUEST FOR PROJECT FUNDING FROM MARYLAND'S 9-1-1 TRUST FUND

Revised 04-1-2021



Funding requests can only be made through the PSAP Director or 9-1-1 Administrator of the affected county or Baltimore City. Funding requests should be received no later than two weeks before the Board Meeting at which the request will be presented.

Total Funding Request: \$21,465.50

Date: March 1, 2023

County: Allegany

Items The Trust Fund Does Not Fund

- Funding that does not directly relate to answering and processing 9-1-1 calls
- Personnel salary or overtime costs
- Computer Aided Dispatch (CAD) Systems (Only interfaces)
- Public-Safety Radio Communications Systems
- Other equipment associated with police, fire, or EMS personnel "responding" to requests for emergency service

DESCRIBE PROJECT FUNDING REQUEST

1. Describe the Nature of the Improvement/Enhancement/Replacement Being Requested:

Allegany County is requesting funding to cover two satellite fail-over phone systems, one for the primary PSAP and one for the Backup PSAP. The satellite phone systems would provide fail-over phone coverage to our current phone system in case of a catastrophic failure of our current phone system. The request also includes a platinum 12 month maintenance plan with same day service. This includes an annual PM and three an on-site break / fix using customers spares.

Itemized Cost:

12 Month Platinum Maintenance Plan: \$1,595.00

Two Fixed Satellite Systems: \$19,870.50

The total cost of the project for two systems and maintenance plan is:
\$21,465.50

Attach Additional Pages as Necessary

PROJECT INFORMATION - CONTINUED

2. Was this request for funding included in your agency's "3-Year Funding Plan" requested by the Board? Yes ☐ No ☒

If no, describe why this request is not part of your "3-Year Funding Plan".

This project was brought on about recent failures on our current system.

3. Did you meet all requirements of your County's procurement regulations? Yes ☒ No ☐

Describe your procurement process:

Describe the process that was utilized in selecting a vendor to provide and/or support this project. Select one of the following choices.

- ☒ Sole source (new)
- ☐ Sole source (existing)
- ☐ Competitive bid process (new)
- ☐ Competitive bid process (existing) [Click or tap here to enter text.](#)
- ☐ Other [Click or tap here to enter text.](#)

4. If this project involves using, updating, enhancing or in any way integrating with the overall 9-1-1 ecosystem, does this project meet or contribute to meeting the Cybersecurity Standards set forth by the Board.

Yes ☒ No ☐

Note: Be prepared to discuss your answer when presenting this project to the Board.

5. Is this part of a larger program of improvement for the PSAP? (Describe)

This project supports Allegany County's goal of providing redundant systems at both PSAPs.

6. When do you anticipate the start and completion of your project or purchase (provide a project "time-line" from start to completion)?

As soon as possible. June 2023

7. Are you requesting this project be heard in closed session? Yes ☐ No ☒

Reason: Public Security ☐ Procurement ☐

Explain:

*** IMPORTANT ***

Please attach supporting documents (including pricing) of the items (be as detailed as possible) that are part of your project-funding request.

AUTHORIZATION TO REQUEST 9-1-1 FUNDING

Agency point of contact:

Name: Roger Bennett

Phone: 240-580-0220

Agency Name: Allegany County Department of Emergency Services

Mailing Address: 11400 Pittsburgh Plate Glass Road

City: Cumberland

Zip Code: 21502

Applicant certifies that, to the best of their knowledge and belief, the data in this application is true and accurate, the document has been duly authorized by the applying agency, and the applicant and agency will comply with the guidelines established if the application is approved.

PSAP Director/911 Administrator: Roger Bennett

Title or Position: Deputy Director

Signature:



Date Signed: March 3, 2023

MAIL TO:

Maryland 9-1-1 Board
6776 Reisterstown Road – Suite 207
Baltimore, MD 21215

MARYLAND 9-1-1 BOARD USE ONLY

Action taken: Reviewed by Executive Director
Approved
Returned for amendment
Disapproved

Action date: _____



5939 Darwin Ct. Ste. 109
Carlsbad, CA 92008
(877) 410-8101

Created By Ron Magaziner
Email ron.magaziner@expeditioncommunications.com
Created Date 2/21/2023

Account Name	Allegany County Maryland Emergency Operations Center	Quote Name	Allegany County - 1.8m Fixed EOC
Expiration Date	2/17/2023	Quote Number	00001084
Contact Name	Roger L. Bennett		
Bill To Name	Allegany County Maryland Emergency Operations Center	Ship To Name	Allegany County Maryland Emergency Operations Center
Bill To	11400 PPG Road SE Cumberland, MD 21502-8718 US		

Product Code	Product	Quantity	Total Price
EXPC-PS-VSAT-SS-STD	Site Survey (CONUS), VSAT Site Survey, Standard Pre-Installation Survey	2	\$1,000.00
BMS-B6116-400x3-RP	Mount, Non-Penetrating Roof Mount, for 1.8m antenna's w/4.00" O.D. x 36" Mast	2	\$2,590.00
EXPC-VSIN-US-SP180-NPR	Install (CONUS), 1.8m VSAT CPE Kit, Standard Install onto Non-Penetrating Roof Mount	2	\$4,990.00
CPI-1184-2111	Antenna (SP), 1.8 Meter Ku-Band, Rx/Tx Tier-3 Feed Assy. (Req. 4.00" O.D. Mast)	2	\$2,390.00
GSW-RS1Z30B-2	LNB, Ku-Band (High-Band), Freq 11.70-12.20GHz, ±25 ppm Stability	2	\$190.00
RGO-RGUC-U106-24NA-F	BUC, 6-Watt Ku-Band (STD), 14.00-14.5GHz, PLO 13.05GHz, 24VDC IFL Pwr @ 48w	2	\$1,390.00
STE-BP500487	Satellite Router, iDirect IQ DESKTOP+ w/90W AC (iQ-5 License)	2	\$2,590.00
STE-LIC-0000231	License, IQ-5, Activation License, Includes upstream throughput of 5Mbps	2	\$590.00
EXP-ID-ACT-FEE	iDirect service plan activation fee, per terminal/service plan	2	\$300.00
EMG-INT-INNET	Emergency Use - Stay In-Network Internet Plan, 3Mbps x 1Mbps, Plus Pay Per Day	2	\$2,400.00
EMG-INT-PPD	Emergency Use - Stay In-Network Per Day Rate, for 3Mbps x 1Mbps	2	\$800.00

Total Price	\$19,230.00
Shipping and Handling	\$640.50
Grand Total	\$19,870.50

Terms and Conditions

1. All systems are custom built & all sales are final unless strict return guidelines are met. All approved returns will be subject to a 25% restocking fee.
2. Quotation may include shipping, taxes and/or any local/federal regulatory surcharge estimates, final costs determined when shipping details are provided.
3. May require a service agreement for a 12-month minimum period and all internet bandwidth speeds are "up to" and not guaranteed.
4. If applicable, the Customer acknowledges receipt and agreement with the Viasat Acceptable Use Policy at <http://expeditioncommunications.com/legal>
5. Non-standard installations may result in additional charges. Service requires a clear view of the southern sky and may not be available in all areas.
6. Final quote approval or P.O. means that the client agrees that the quoted products/services meet their specifications.
7. On all first-time orders, advance payment terms are in effect unless pre-approved special circumstances apply.
8. If not pre-approved with credit, please be advised that all equipment and service must be paid for in advance.



5939 Darwin Ct. Ste. 109
Carlsbad, CA 92008
(877) 410-8101

Created By Ron Magaziner
Email ron.magaziner@expeditioncommunications.com
Created Date 2/28/2023

Account Name Allegany County Maryland Emergency
Operations Center
Expiration Date 3/28/2023

Quote Name Allegany County Maintenance & Support Plans
Quote Number 00001335

Bill To Name Allegany County Maryland Emergency
Operations Center
Bill To 11400 PPG Road SE
Cumberland, MD 21502-8718
US

Ship To Name Allegany County Maryland Emergency
Operations Center

Product Code	Product	Line Item Description	Quantity	Total Price
RDSMT-S-SPNB-YR	RDS (CONUS) Silver Maintenance, Fixed/Semi-Perm., NBD (\$/unit/one-time)	Silver Maintenance Plan - Includes Next Business Day service response time. Valid for 12 months w/Annual Preventative Maintenance & Onsite break/fix using customer spares (up to 2 dispatches per 12 months). The cut-off for Next Business Day is 2pm.	1	\$1,295.00
RDSMT-G-SPND-YR	RDS (CONUS) Gold Maintenance, Fixed/Semi-Perm. ND (\$/unit/one-time)	Gold Maintenance plan - Next Day Service. Valid for 12 months w/Annual PM & Onsite break/fix using customer spares (up to 3 dispatches)	1	\$1,395.00
RDSMT-P-SPSD-YR	RDS (CONUS) Platinum Maintenance, Fixed/Semi-Perm. SD (\$/unit/one-time)	Platinum Maintenance plan with same-day service. Valid for 12 months w/Annual PM & Onsite break/fix using customer spares (up to 3 dispatches)	1	\$1,595.00
Total Price				\$4,285.00
Grand Total				\$4,285.00

Terms and Conditions

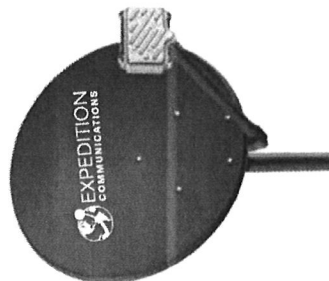
1. All systems are custom built & all sales are final unless strict return guidelines are met. All approved returns will be subject to a 25% restocking fee.
2. Quotation may include shipping, taxes and/or any local/federal regulatory surcharge estimates, final costs determined when shipping details are provided.
3. May require a service agreement for a 12-month minimum period and all internet bandwidth speeds are "up to" and not guaranteed.
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7. On all first-time orders, advance payment terms are in effect unless pre-approved special circumstances apply.
8. If not pre-approved with credit, please be advised that all equipment and service must be paid for in advance.



EXPEDITION
COMMUNICATIONS

EOC Fixed Semi-Permanent

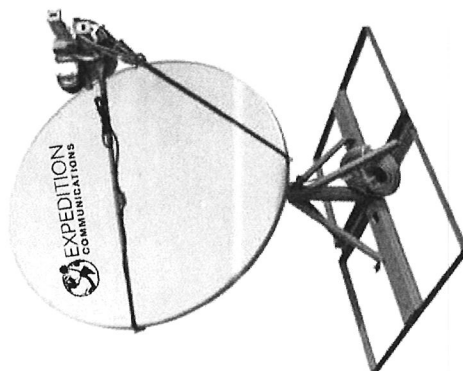
Ka-Band Fixed



Benefits

- Ka-Band hardware compatible with CRD data plans
- Low cost of entry
- Cellular compatible
- Enables EOCs to be more independent
- Set-up auto-failovers and data prioritization
- Customize build out based on EOC personnel and number/type of connected devices

Ku-Band Fixed



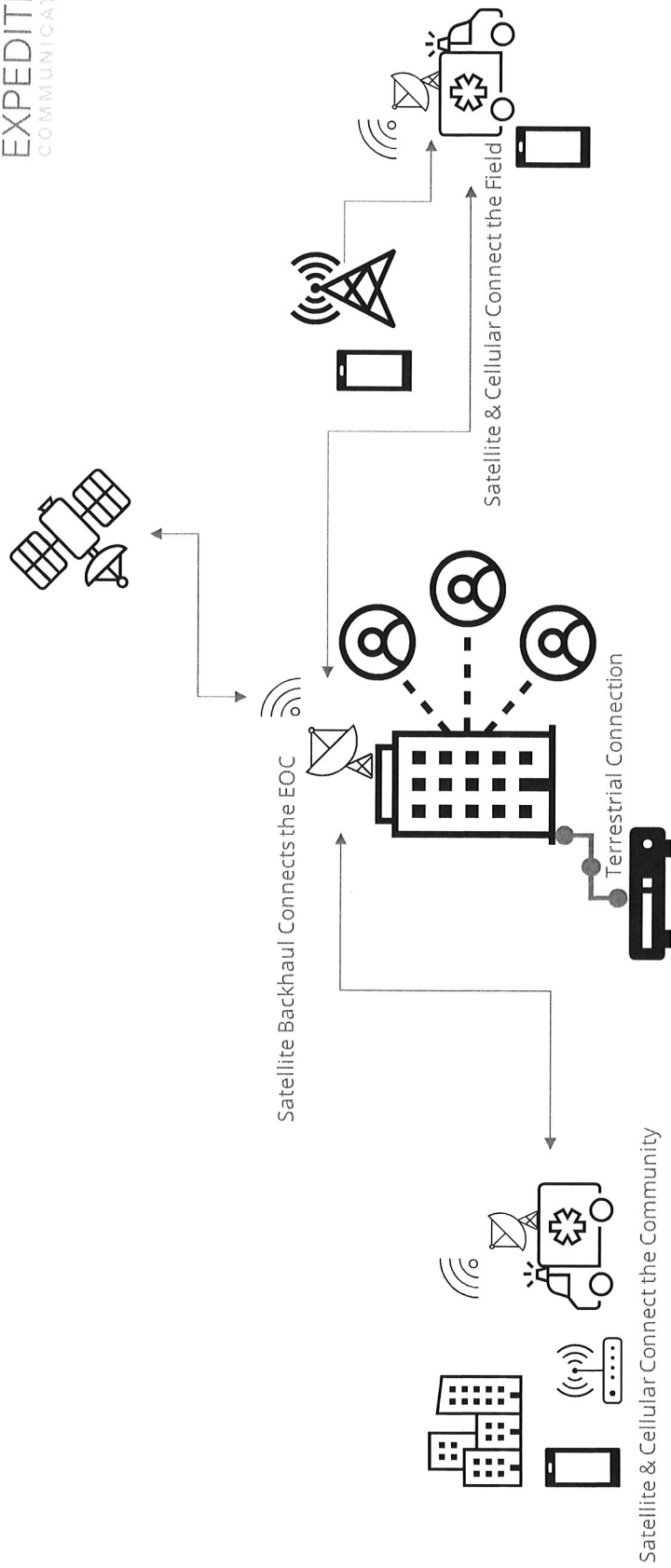
Benefits

- Low cost of entry for hardware
- Cellular compatible
- Enables EOCs to be more independent
- Set-up auto-failovers and data prioritization
- Customize build out based on EOC personnel and number/type of connected devices





EXPEDITION COMMUNICATIONS



Designs should include small cell/high powered cellular over satellite or stand-alone satellite. The goal is reliable, redundant designs non-dependent on terrestrial infrastructure.





5939 Darwin Ct. Ste. 109
Carlsbad, CA 92008
(877) 410-8101

Created By Ron Magaziner
Email ron.magaziner@expeditioncommunications.com
Created Date 2/28/2023

Account Name Allegany County Maryland Emergency Operations Center
Expiration Date 3/28/2023
Quote Name Allegany County Maintenance & Support Plans
Quote Number 00001335
Bill To Name Allegany County Maryland Emergency Operations Center
Ship To Name Allegany County Maryland Emergency Operations Center
Bill To 11400 PPG Road SE
Cumberland, MD 21502-8718
US

Product Code	Product	Line Item Description	Quantity	Total Price
RDSMT-S-SPNB-YR	RDS (CONUS) Silver Maintenance, Fixed/Semi-Perm., NBD (\$/unit/one-time)	Silver Maintenance Plan - Includes Next Business Day service response time. Valid for 12 months w/Annual Preventative Maintenance & Onsite break/fix using customer spares (up to 2 dispatches per 12 months). The cut-off for Next Business Day is 2pm.	1	\$1,295.00
RDSMT-G-SPND-YR	RDS (CONUS) Gold Maintenance, Fixed/Semi-Perm. ND (\$/unit/one-time)	Gold Maintenance plan - Next Day Service. Valid for 12 months w/Annual PM & Onsite break/fix using customer spares (up to 3 dispatches)	1	\$1,395.00
RDSMT-P-SPSD-YR	RDS (CONUS) Platinum Maintenance, Fixed/Semi-Perm. SD (\$/unit/one-time)	Platinum Maintenance plan with same-day service. Valid for 12 months w/Annual PM & Onsite break/fix using customer spares (up to 3 dispatches)	1	\$1,595.00
Total Price				\$4,285.00
Grand Total				\$4,285.00

Terms and Conditions

1. All systems are custom built & all sales are final unless strict return guidelines are met. All approved returns will be subject to a 25% restocking fee.
2. Quotation may include shipping, taxes and/or any local/federal regulatory surcharge estimates, final costs determined when shipping details are provided.
3. May require a service agreement for a 12-month minimum period and all internet bandwidth speeds are "up to" and not guaranteed.
4. If applicable, the Customer acknowledges receipt and agreement with the Viasat Acceptable Use Policy at <http://expeditioncommunications.com/legal>
5. Non-standard installations may result in additional charges. Service requires a clear view of the southern sky and may not be available in all areas.
6. Final quote approval or P.O. means that the client agrees that the quoted products/services meet their specifications.
7. On all first-time orders, advance payment terms are in effect unless pre-approved special circumstances apply.
8. If not pre-approved with credit, please be advised that all equipment and service must be paid for in advance.

Public Business Meeting
Staff Report
Department: Human Resources

To: Jason M. Bennett, CPA, County Administrator
From:
Date Prepared: May 22, 2023
Meeting Date: May 25, 2023
Subject: Rules & Regulations Governing Employees of Allegany County, GIS Technician Job
Description - Resolution 23-17
Supporting Documents: Yes

1. Background

1. Approval of Job descriptions for the positions of GIS Technician with the Allegany County Department of Planning & Zoning at a Grade 106 on the Grade Allocation Table.

2. Issues

Requesting 2 positions to be filled

3. Financial Impact

Grade 106 with a Salary Range of \$44,792 - \$85,104.

4. Alternatives

N/A

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

N/A

GIS TECHNICIAN

GENERAL DEFINITION OF WORK

This is a professional position which involves the continued development and maintenance of a County-wide Geographic Information System. The required skills and general responsibilities of the GIS Technician are as follows:

Competency in all ESRI ArcEnterprise software, including ArcPro, ArcMap, ArcGIS Online, and ESRI applications such as Portal, Web Experiences and Storymaps. Proficiency working with JSON, Python, Windows Server Management Studio, SDE (Spatial Database Engine) and SQL (Structured Query Language). Strong understanding of GIS concepts and spatial data. Strong understanding of geography and cartography. Ability to organize, prioritize and complete long and short-term projects in a timely and professional manner; monitors production for quality and effectiveness. Ability to maintain excellent documentation and record keeping. Experience in the management of work flow for multiple staff members relative to GIS. Ability to generate accurate, coherent and current mapping or reports for elected officials, governmental agencies, County boards and commissions, the general public, or engineering, surveying or law firms. Knowledge of essential professional office computer software to perform word processing, spreadsheet creation, server and database development, management and maintenance.

ESSENTIAL TASKS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Participation with the Director of Planning & Zoning to further develop and enhance the County's ArcEnterprise software.
- Ability to create and maintain custom web-based GIS dashboards for inter-departmental or public use.
- Ability to perform GIS data conversion and editing; process areal imagery.
- Map production, spatial database management, and spatial analysis/reporting tasks.
- Creation and maintenance of map layers and data sets relative to land use, zoning, water/sewer service areas, utilities, transportation, hydrology, geology, soils and orthophotography
- Coordinate with the County's Information Technology Services Office to maintain GIS servers and computer workstation's hardware or software pertaining to ESRI related software and systems.
- Development of maps and reports necessary for the maintenance of the County's Comprehensive Plan.
- Coordinate and collaborate with the Maryland Department of Assessment and Taxation and the Maryland Department of Planning regarding maintenance of Allegany County's Tax Parcel Mapping and related datasets.
- Train County staff relative to end user GIS products.
- Maintain and troubleshoot the Department of Planning & Zoning's workstations for access to County GIS services.
- Provides mapping assistance to various County departments and State.
- Collaborates with Emergency Management regarding maintenance of E911 Location Address

(house numbering) to develop [enhance] E-911 Mapping.

- Assists the Allegany County Department of Public Works with development of the annual Capital Improvement Program (CIP) through data processing, analysis and map generation.
- Inventories and controls of the GIS database and related archived data.
- Participates and cooperates with local and regional organizations relative to map layer and dataset development and maintenance, universal GIS practices, training. Participation may include travel out of State
- Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

Ability to communicate clearly verbally and in writing with other employees and the public. Ability to perform geographic techniques within computer systems. Experience with, and working knowledge of the ESRI family of products and other Geographic Information System software, AutoCad, cartography, aerial mapping, and various spreadsheet and word-processing programs in Windows environment. Ability to develop maps, find uses for maps, give mapping support to other departments upon request, and keep all of the hardware and software up and running for the GIS and the Department of Planning & Zoning

EDUCATION AND EXPERIENCE

Bachelor's degree in Geographic Planning and GIS and experience as a Planner with GIS. GISP and AGISP certifications preferred.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

Possession of a valid Maryland Driver's License and eligibility for coverage under the County's motor vehicle insurance policy.

Non-Exempt

Rev. 5/23

RESOLUTION
No. 23-17

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, by Resolution 97-9, adopted July 23, 1997, made and established the revised and updated “Rules and Regulations Governing Employees of Allegany County, Maryland”, and

WHEREAS, said Rules and Regulations may from time to time, in accordance with the “Preface” to said Rules and Regulations, be revised or amended by the County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Allegany County, does hereby adopt revisions to the “Rules and Regulations Governing Employees of Allegany County, Maryland”, reflecting appropriate changes by updating the following:

1. Approval of Job descriptions for the positions of GIS Technician with the Allegany County Department of Planning & Zoning at a Grade 106 on the Grade Allocation Table.

BE IT FURTHER RESOLVED, that unless otherwise specified, the changes authorized by this Resolution shall become effective the date of this Resolution.

BE IT FURTHER RESOLVED, that the above changes will be inserted in individual and departmental copies of said Rules and Regulations, if applicable, and/or filed within the Allegany County Department of Human Resources.

ADOPTED this 25th of May, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

William R. Atkinson, Commissioner

ATTEST:

Linda A. Simpson, Clerk to the County Commissioners

Public Business Meeting
Staff Report
Department: Commissioners

To: Jason M. Bennett, CPA, County Administrator
From: Kati Kenney, Public Relations & Communications
Date Prepared: May 23, 2023
Meeting Date: May 25, 2023
Subject: Rules & Regulations Governing Employees of Allegany County, Social Media Policy - Resolution 23-19
Supporting Documents: Yes

1. Background

Allegany County Government has an important interest in assuring the accuracy and consistency of information associated with our social media sites. We also respect the First Amendment to the U.S. Constitution and the constitutional right to freedom of speech. These terms and conditions establish guidelines for the public's use of social media that balance these values. This policy outlines what types of interactions are permitted on these public channels, per the First Amendment.

2. Issues

None

3. Financial Impact

N/A

4. Alternatives

Do not adopt a policy.

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

Recommend approval, in order to explicitly define appropriate comments and interactions on social channels.

Social Media Terms and Conditions for Users

(Last updated 5/16/23)

PURPOSE. Because many of our citizens and other stakeholders utilize social media for news and communications, Allegany County Government has developed its own social media accounts, which help us inform the public about our work and mission.

Allegany County Government has an important interest in assuring the accuracy and consistency of information associated with our social media sites. We also respect the First Amendment to the U.S. Constitution and the constitutional right to freedom of speech. These terms and conditions establish guidelines for the public's use of social media that balances these values.

DEFINITIONS

1. "Social media" means digital content created by us and communicated on platforms that allow sharing, commenting, and engagement from the public. Examples of social media accounts we may use are Facebook, Twitter, Instagram, YouTube, and LinkedIn.
2. "Comments" include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media account operated by us.
3. "User" means a member of the public who views or interacts with one or more of our social media accounts.

GENERAL GUIDELINES

1. These terms and conditions apply to all our social media sites. Where possible, a link to these terms and conditions will be made available as a hyperlink or posted as text somewhere on our social media account(s).
2. Users should know that social media posts we make, comments and replies to those posts, and any direct or private messages sent to us may be public records subject to applicable public records release.
3. Our social media accounts are not monitored 24/7 and no one should utilize our social media accounts to seek emergency services. Anyone in need of emergency help should call 9-1-1.
4. We do not guarantee we will respond to comments or messages sent on our social media accounts.

EXPECTATIONS

1. The leaders of Allegany County Government believe that honest, civil, and productive discussions provide the best environment for citizens to understand the work of their government and participate in constructive engagement.
2. We ask users to consider that our social media feeds may be viewed by children and other impressionable people. Please avoid profanity, personal attacks, bullying, or use of incorrect information.

CONTENT MODERATION

1. **Limited Public Forum.** Our social media accounts are created and maintained as limited public forums under the caselaw pertaining to the First Amendment to the U.S Constitution. We invite members of the public to view and, where possible, provide comments or other engagement on our social media accounts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment and

relevant caselaw. As a general rule, we will not hide and/or delete comments solely because such comments are critical of Allegany County Government or its officials.

2. **Prohibited Content.** Relevant First Amendment caselaw permits us to hide or delete certain comments on our social media accounts. The following will be hidden or deleted:
 - a. Comments directly advocating violence or illegal activity.
 - b. Comments containing obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
 - c. Comments that directly promote or advocate that we illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
 - d. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;
 - e. Duplicate comments posted repeatedly within a short period of time;
 - f. Comments containing actual defamation against a person, either as determined by a court or comments that are patently defamatory by easily discovered facts;
 - g. Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies us that the property was posted in a comment on our social media account(s).
 - h. Comments that contain a hyperlink to any website other than those controlled by Allegany County Government. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects.
3. **Retention.** When a comment containing any of the above content is posted to our social media account(s), a copy or electronic record of that content may be retained or archived pursuant to our records retention policy, along with a brief description of the reason the specific content was deleted. Once documented, the content will be removed, where possible, from our social media account(s).
4. **Right of Appeal.** If our staff hides or deletes a user's comment pursuant to these terms and conditions, the user has the right to appeal that decision by sending an email to Allegany County Attorney, T. Lee Beeman at lbeeman@alleganygov.org within five business days. This correspondence will provide the user with an explanation for the action taken.

Upon receipt of an appeal, our attorney will determine whether the comment at issue contained content protected by the First Amendment. If the appeal is successful, the comment may (if possible) be restored for public view, or the user may be permitted to repost the comment. Upon a determination that the comment was not protected by the First Amendment, the user will be notified that the appeal was denied.

5. **Blocking or Banning a User.** When we determine that a user has violated these terms and conditions on three or more occasions within a twelve-month rolling period, we may block or ban the offending user from the social media account where the violations occurred.
If we block or ban a user, we will (a) reasonably attempt to notify the user; (b) describe the violation(s); and (c) explain the appeal process.

If the appeal is successful and the user has not violated this policy three times within a rolling 12-month period, we will unblock or unban the user from the social media account. If the appeal is not successful, our decision will stand.

RESOLUTION
No. 23-19

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, by Resolution 97-9, adopted July 23, 1997, made and established the revised and updated “Rules and Regulations Governing Employees of Allegany County, Maryland”, and

WHEREAS, said Rules and Regulations may from time to time, in accordance with the “Preface” to said Rules and Regulations, be revised or amended by the County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Allegany County, does hereby adopt revisions to the “Rules and Regulations Governing Employees of Allegany County, Maryland”, reflecting appropriate changes by updating the following:

1. Approval of the Social Media Policy outlining 1st Amendment rights of the public and providing guidance to County employees on how to manage commenting.

BE IT FURTHER RESOLVED, that unless otherwise specified, the changes authorized by this Resolution shall become effective the date of this Resolution.

BE IT FURTHER RESOLVED, that the above changes will be inserted in individual and departmental copies of said Rules and Regulations, if applicable, and/or filed within the Allegany County Department of Human Resources.

ADOPTED this 25th day of May, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

William R. Atkinson, Commissioner

ATTEST:

Linda A. Simpson, Clerk to the County Commissioners

Public Business Meeting
Staff Report
Department: Commissioners

To: Jason M. Bennett, CPA, County Administrator
From: Linda Simpson, County Clerk
Date Prepared: May 23, 2023
Meeting Date: May 25, 2023
Subject: Community Promotions, REACT - Robotics and Engineering in Allegany County - Together, Inc.
Supporting Documents: Yes

1. Background

REACT - Robotics and Engineering in Allegany County - Together, Inc. is a non-profit organization working to improve science, technology, engineering, and math (STEM) educational opportunities for all Allegany County youth, and to realize their vision to foster a community ready for a high-tech future by engaging our youth in science and technology.

2. Issues

None

3. Financial Impact

\$1,000 from the Community Promotions Account

4. Alternatives

Do not donate to promote REACT

5. Other Considerations

N/A

6. Conformity to County Policy

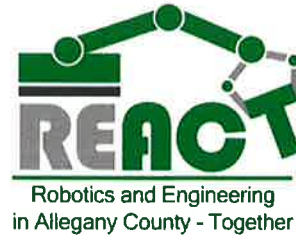
Conforms to County policy

7. Recommendation

Board of County Commissioners to authorize the County Finance Department to remit \$1,000 to REACT - Robotics and Engineering in Allegany - Together, Inc., to help them work to improve science, technology, engineering, and math (STEM) educational opportunities for all Allegany County youth.

May 11, 2023

Dear Allegany County Commissioners,



I'm writing to ask for your financial support from the Community Promotion Fund for Robotics and Engineering in Allegany County-- Together, Inc., a nonprofit organization working to improve science, technology, engineering, and math (STEM) educational opportunities for all Allegany County youth.

In 2022, we accomplished all of our program goals:

- In June, we added a third summer camp, serving a total of 16 3rd-5th graders.
- In July, we partnered with the University of Maryland Extension to host Allegany County's third 4-H Robotics Challenge Tournament at the Allegany County Fair.
- In the fall, we hosted a coaching clinic and open house, we helped to establish six robotics competition teams at three more elementary schools, and we supported the efforts of the existing teams. These efforts culminated in the second Allegany County FIRST LEGO League Qualifier at Allegany College of Maryland in January 2023, in which 22 teams competed and 6 teams advanced to the Maryland State Robotics Tournament.

All of these efforts were run by volunteers to ensure that our funds could go exclusively towards the attainment of our mission: ***to develop engaging and fun robotics learning experiences for all young people throughout Allegany County.***

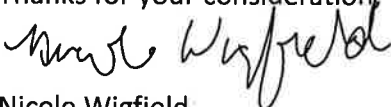
Our goals for 2023 are much bigger! We will:

- Increase the number of teams in the Allegany County 4-H Robotics Challenge competition,
- Re-establish the last few elementary school teams that became inactive during the pandemic
- Organize and host the Allegany County FIRST Lego League qualifier tournament (January 2024)
- Complete the renovations to RISE, our STEM education facility for the entire county.

Specifically, we need help at our next First Lego League qualifier, to be held in January. This past January we hosted 22 teams (about 160 students) and 80 volunteers. Our costs were about \$800 for t-shirts and \$450 for food. Over 250 spectators attended the event. We are asking for a financial donation from Allegany County of \$1000 to ensure the success of the next Lego League qualifier tournament in January 2024.

Please help us realize our vision: ***to foster a community ready for a high-tech future by engaging our youth in science and technology.***

Please do not hesitate to contact me via email or phone.

Thanks for your consideration,


Nicole Wigfield
Board of Directors, REACT

Nicole.wigfield@conxx.net or 301-268-6857 (cell)