



Board of County Commissioners

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney

## Public Business Meeting Agenda

Thursday, June 8, 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

### 6. Public Hearing

### 7. Action Agenda

- A. Reserve \$10 Million in Fund Balance for Future Projects, Resolution 23-22 - **Jason Bennett, County Administrator**

### 8. Consent Agenda

- A. Request for Tax Abatement of Delinquent Real Estate and Personal Property Taxes Covering Years 2001-2023
- B. Gate Project Purchase Order for the 911 Joint Communications Center
- C. Approval of Certifications and Assurances for the Transit Division
- D. Rules & Regulations Governing Employees of Allegany County, Resolution 23-20 - Job Descriptions & Purchasing Procedures
- E. MPO - CAMPO - Administrative Transportation Improvement Program Amendment 7, Resolution 23-21

- F. Approval of Appalachian Regional Commission (ARC) Grant Agreement for Allegany County Multimodal Transportation Study and Publication of Corresponding Request for Proposal (RFP)

**9. Public Comment**

**10. Reports**

- A. County Administrator
- B. County Attorney

**11. Commissioner Comments**

**12. Reminders/Upcoming Meetings**

- A. NEXT MEETING - Thursday, June 22, 2023, 5:00 PM

**13. Adjournment**



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**Public Business Meeting  
Staff Report  
Department: Finance**

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Jason Bennett, County Administrator  
**Date Prepared:** May 5, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Reserve \$10 Million in Fund Balance for Future Projects, Resolution 23-22 - **Jason Bennett, County Administrator**  
**Supporting Documents:** No

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**1. Background**

During FY 23, Allegany County received a large one-time increase in income tax revenue. Allegany County Commissioners would like to commit to using the one-time revenue for a County project that would benefit the County for generations.

**2. Issues**

Resolution is needed to formally reserve \$10 million dollars in fund balance

**3. Financial Impact**

\$10 million dollars would be reserved in fund balance.

**4. Alternatives**

None

**5. Other Considerations**

None

**6. Conformity to County Policy**

Yes

**7. Recommendation**

The Finance Department recommends County Commissioners sign a resolution to reserve \$10 million dollars in fund balance



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**Public Business Meeting  
Staff Report  
Department: Finance**

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Pamela Diaz, Deputy Director  
**Date Prepared:** May 30, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Request for Tax Abatement of Delinquent Real Estate and Personal Property Taxes Covering Years 2001-2023  
**Supporting Documents:** No

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**1. Background**

Request for Tax Abatement in the total amount of \$91,521.71. This request covers both real estate and personal property taxes for the years 2001 through 2023. The total tax abatement request for real estate taxes is \$40,771.04 and mostly represents properties acquired through tax sale foreclosures and collection of taxes is not foreseeable. The total tax abatement for personal property taxes is \$50,750.67 and represents old delinquencies for businesses that have been closed and collections are not obtainable.

**2. Issues**

Tax abatement requested to write off uncollectible accounts

**3. Financial Impact**

Total amount of abatement will be \$91,521.71, which will reduce revenue and accounts receivable

**4. Alternatives**

**5. Other Considerations**

**6. Conformity to County Policy**

Yes

**7. Recommendation**

Finance Department recommends that the County Commissioners approve the requested tax abatements in the amount of \$91,521.71 for delinquent real estate and personal property taxes covering years 2001-2023.



# ALLEGANY COUNTY, MARYLAND

## *Tax & Utility Office*

701 Kelly Road, Suite 201, Cumberland, Maryland 21502  
(301) 777-5965 FAX (301) 777-2072 [www.gov.allconet.org](http://www.gov.allconet.org)

### BOARD OF COMMISSIONERS

David J. Caporale, President  
Creade V. Brodie, Jr.  
William R. Atkinson

William F. Lashbaugh, *Supervisor*  
Patti Corley, *Accountant*

### MEMO

**TO:** Jason Bennett  
Director of Finance/County Administrator

**FROM:** Bill Lashbaugh  
Supervisor

**DATE:** May 26, 2023

**RE:** Request for taxes to be abated

Enclosed please find a list of uncollectible accounts that I am requesting the approval to abate. The total amount of County tax is \$91,521.71. This request is for the tax years 2001-02 through 2022-23. Most of the Real Estate properties were acquired by the County and City of Cumberland through tax sale foreclosure. I am also cleaning up some very old Personal Property delinquencies for businesses that have been closed and the collections are not obtainable.

<u>Tax Year</u>	<u>Real Estate</u>		<u>Unincorporated PP</u>		<u>Corporations</u>	
	<u>Assessment</u>	<u>Tax</u>	<u>Assessment</u>	<u>Tax</u>	<u>Assessment</u>	<u>Tax</u>
2001-02			5,070	124.72		
2002-03			2,160	53.13		
2003-04			810	20.25	24,800	620.00
2004-05			810	18.73		
2005-06			12,560	312.81		
2006-07			25,710	627.68	209,730	4,982.67
2007-08			29,380	721.95	131,935	7,088.70
2008-09			6,250	141.78	279,610	6,617.50
2009-10			3,640	89.45	188,300	4,250.31
2010-11			870	19.57	40,340	922.75
2011-12					121,520	2,588.01
2012-13			34,240	839.74	26,830	561.47
2013-14			42,800	1,048.60	94,610	2,184.68
2014-15	34,500	294.29			112,020	2,737.46

2015-16	35,633	302.38			
2016-17	63,767	538.95			
2017-18	100,300	834.90			
2018-19	96,966	813.07			
2019-20	1,753,734	14,420.95			
2020-21	1,738,600	14,197.41			
2021-22	626,233	5,042.13			
2022-23	530,200	4,326.96			
<b>TOTAL</b>	<b>4,979,933</b>	<b>40,771.04</b>	<b>164,300</b>	<b>4,018.41</b>	<b>1,810,195 46,732.26</b>



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**Public Business Meeting  
Staff Report  
Department: Emergency Services**

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Carrie Hughes, Emergency Management Chief  
**Date Prepared:** June 1, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Gate Project Purchase Order for the 911 Joint Communications Center  
**Supporting Documents:** Yes

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**1. Background**

The Primary PSAP 9-1-1 Center is located in Constitution Park and has one remotely operated gate. This project will upgrade the second gate at the top of the facility to also be remotely operated. The project itself is fully funded through the Maryland 9-1-1 Board. The approval letter from the Maryland 9-1-1 Board is attached.

**2. Issues**

This project requires a purchase order from Allegany County. This project has no funding impact on Allegany County.

**3. Financial Impact**

There is no financial impact on this project. It is fully funded through the Maryland 9-1-1 Board.

**4. Alternatives**

There are no other alternatives for this package. West Security was awarded the project as it is a continuance of the current access security system already in place.

**5. Other Considerations**

N/A

**6. Conformity to County Policy**

N/A

**7. Recommendation**

Recommend the Board of Commissioners to approve the release of a purchase order for the Primary 9-1-1 Center Gate Project as it is fully funded through the Maryland 9-1-1 Board.



## 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

May 30, 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 # 23-308 Allegany County

Dear Mr. Bennett:

This will confirm the Board's decision during its May 25, 2023 meeting, to fund up to \$124,875.00 for PSAP Security (Project #23-308), 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

# 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: \$124,875.00

Date: May 10, 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 the cost of replacing the upper side vehicle entry gate at the Primary PSAP located at Hudson Avenue in Cumberland. The gated compound only houses the Primary PSAP, there are no other structures on the compound.

Currently the Primary PSAP has three vehicle entry gates. One is solely for access to the tower site and will not change. The second is the lower side gate which currently the primary entrance to the PSAP. This gate is operated remotely from inside the PSAP. The third gate is located off of Constitution Park on the upper side and is only a manual gate locked by a pad lock.

The plan is to replace the upper gate and make it a remotely operated gate, controlled by the PSAP. This will become our primary entry point to the PSAP compound. This will also allow a secondary egress path if there is an issue of any kind, and provide a more level exit from the PSAP. The current remotely operated gate is at the bottom of a hill and is difficult to access during the winter months.

Project Cost: \$124,875.00

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. August 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: May 25, 2023

West Security Inc.  
1313 National Hwy. Suite 7 PMB 325  
LaVale MD 21502

## Estimate

Date	Estimate #
4/19/2023	489

Name / Address
Allegany County Emergency Services 11400 PPG Road Cumberland MD 21502 Att: Roger Bennett

Description	Qty	Rate	Total
to the Gate Operator (1) HID 920-PMNNEKMA003 Encrypted Card Access Proximity Card Reader (2) Ditek DTK-4LVLPCR4 Card Reader Surge Suppressor (2) Ditek DTK-2LVLPLV Gate Operator Surge Suppressor (1) Axis A8105-E IP Video Intercom ( for backup 911 center gate ) (1) Lot of computer screen controls at 911 Center and Backup Center provided by Motorola			
All gate materials, electrical wiring and trenching to be supplied and warranted by Metro Fence Co. Inc. The New Gate shall operate the same way the existing Gate does. The Photo Eye will not let the gate close on a vehicle or a pedestrian. The Safety Edge will stop the gate if someone becomes entrapped in it while opening. The Magnetic Vehicle Detectors and Ground Loop will act as a safety device and free exit when exiting the facility. Card Reader to be connected to existing Gentec Card Access System. All low voltage wiring to be protected with Surge Suppressors at both ends of wiring. Remote Control icons to be provided by Motorola and will be connected to the Gentec System for gate operation. New Axis Video Intercom to be located at Backup 911 Center Gate and will allow two way communication and video images. New Video Intercom will replace existing telephone entry system.			
Proposed system to be covered by Full One Year Parts and Labor Warranty.	<b>Total</b>		

West Security Inc.  
 1313 National Hwy. Suite 7 PMB 325  
 LaVale MD 21502

## Estimate

Date	Estimate #
4/19/2023	489

Name / Address
Allegany County Emergency Services 11400 PPG Road Cumberland MD 21502 Att: Roger Bennett

Description	Qty	Rate	Total
PROJECT: Allegany County 911 Center New Car Gate  West Security Inc. proposes to provide and install the following equipment:  (1) 25' Wide Single TyMetal Heavy Duty Cantilever SlideGate (3) 4' O.D. Gate Posts (1) HySecurity Model 222 Dsst Slide Driver Gate Operator with Battery Backup (30) Lineal Feet of Aluminum Drive Rail (2) 24"X30" Concrete Pads for Mounting of Pedestal Entry Device and Gate Operator (3) Magnetic Vehicle Detectors (3) Ground Loops (1) Reflective Photo Eye for Safety (1) Gate Safety Edge System (1) 42" High Pedestal Cut and Trench existing asphalt roadway for Conduit Installation Trench approximately 320 Lineal feet of existing ground for installation of (2) 1-1/4" Conduits for Power and Controls (1) Building penetration to Enter into the Basement of the 911 Building Remediate trench and dirt area with existing material and re-seed Remediate trench in asphalt area with concrete and finish smooth  All necessary #10 gauge cable to provide a 230 volt, 20 amp circuit		124.875.00	124,875.00
			<b>Total</b>



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T. Lee Beeman, Esq, Attorney

**Public Business Meeting  
Staff Report  
Department: Public Works**

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Elizabeth Robison-Harper, Transit Chief  
**Date Prepared:** June 2, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Approval of Certifications and Assurances for the Transit Division  
**Supporting Documents:** Yes

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**1. Background**

Allegany County Commissioners to make the following assurances to the Maryland Transit Administration of Maryland in conjunction with its application for state financial assistance for the Statewide Special Transportation Assistance Program, (SSTAP) and for Large Urban funding.

**2. Issues**

Certifications and Assurances are required by the United States Department of Transportation in connection with filing of an application for assistance.

**3. Financial Impact**

Federal and State Funding depend on this document.

**4. Alternatives**

**5. Other Considerations**

None

**6. Conformity to County Policy**

N/A

**7. Recommendation**

Recommend that the County Commissioners accept and authorize the President of the County Commissioners and/or County Administrator to sign the Certifications and Assurances Agreement.

# **MOTION**

By motion duly carried by the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the June 8, 2023 Commissioners' Public Meeting:

Board of County Commissioners to accept and authorize the President of the County Commissioner's and/or the County Administrator to sign the Certifications and Assurances.

DJC

WRA

CVB

## **CERTIFICATION**

I, \_\_\_\_\_, County Clerk to the Commissioners of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on June 8, 2023.

By: \_\_\_\_\_  
County Clerk

**S E A L**

## ***RESOLUTION***

No. \_\_\_\_\_

A RESOLUTION authorizing the County Administrator or the President of the County Commissioners to file an application with the Maryland Transit Administration of the Maryland Department of Transportation for a Section 5307 and 5311 grants under the Federal Transit Act.

WHEREAS, the Maryland Transit Administration is the designated recipient in Maryland for grants under the Federal Transit Act,

WHEREAS, the Administrator of the Maryland Transit Administration of the Maryland Department of Transportation is authorized to make grants to counties and to local governments for a mass transportation program of projects, and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that, in connection with the filing of an application for assistance under the Federal Transit Act, the applicant give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Allegany County, Maryland the filing of the aforesaid application be endorsed, and

BE IT FURTHER RESOLVED that the County Administrator or the President of the County Commissioners is hereby requested to endorse this resolution, thereby indicating approval thereof; and

BE IT FURTHER RESOLVED that copies of this resolution be sent to the Maryland Transit Administration of the Maryland Department of Transportation.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COMMISSIONERS OF  
ALLEGANY COUNTY, MARYLAND

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David J. Caporale, President

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William R. Atkinson, Commissioner

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Creade V. Brodie, Jr, Commissioner

ATTEST:

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County Clerk

## **CERTIFICATIONS AND ASSURANCES**

**STATEWIDE SPECIALIZED TRANSPORTATION  
ASSISTANCE PROGRAM  
LARGE URBAN TRANSPORTATION ASSISTANCE PROGRAM**

**I. PROGRAM ASSURANCES**

Allegany County, (Applicant) Maryland hereby makes the following assurances to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for state financial assistance for the Statewide Special Transportation Assistance Program (SSTAP) and/or for Large Urban funding.

1. The applicant has the requisite fiscal, managerial, and legal capability to carry out the SSTAP and/or Large Urban programs and to receive and disburse state funds.
2. Some combination of local or private funding sources has or will be committed to provide the required local share.
3. The applicant has or will have the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
4. Private, for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
5. The applicant has, to the maximum extent feasible, coordinated with other transportation providers and users, including agencies capable of purchasing service.
6. The applicant has complied with the applicable provisions of the regulations relative to charter bus and school bus operations.
7. The applicant has and will comply with the administrative requirements which relate to the applications made to and grants received from the Maryland Department of Transportation for the Statewide Specialized Transportation Assistance Program and/or the Large Urban program.

**II. EQUAL RIGHTS ASSURANCE**

Allegany County, (Applicant) Maryland hereby makes the following assurance to the Mass Transit Administration of the Maryland Department of Transportation of the Maryland Department of Transportation in conjunction with its application for financial assistance for the Statewide Specialized Transportation Assistance Program and/or for the Large Urban Program.

- A. No person, on the grounds of race, color, creed, national origin, sex, age or handicap shall be excluded from participation in, or denied the benefits of, or be subject to discrimination under and project, program, or activity funded in whole or in part by FTA.
- B. The applicant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

### **III. MUNICIPALITY NOTIFICATION CERTIFICATION (SSTAP ONLY)**

Certification is given by the recipient named herein Allegany County (Name of Applicant) with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

- A. That the applicant has notified each municipality in the County, in writing, of the availability of funds through the Statewide Specialized Transportation Assistance Program.
- B. That the needs of such municipalities, with respect to the availability and use of Statewide Specialized Transportation Assistance Program funds in their respective municipalities, have been considered in the application.

---

Signature of Authorized Official

---

Name (printed)

---

Title

---

Date

**AREA AGENCY ON AGING  
CERTIFICATION**

Certification is given by the recipient named herein with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

- A. That the application has been reviewed by the local Area Agency on Aging, named herein H.R.D.C. (name of local Area Agency on Aging).
- B. That the local Area Agency on Aging has approved the application for assistance.

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Signature of Authorized Official

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Signature of Authorized Official  
Area Agency on Aging

---

Name (printed)

---

Name (printed)

---

Title of Authorized Official

---

Title of Authorized Official  
Area Agency on Aging

---

Date

---

Date

ADOPTED: \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_

Certificate

\_\_\_\_\_

This certifies that \_\_\_\_\_ did in fact before me this date, sign and execute this application and the foregoing Resolution.

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_

Signature of Recording Officer

\_\_\_\_\_

Title of Recording Officer

\_\_\_\_\_

Date

My Commission Expires \_\_\_\_\_

# ALLEGANY COUNTY

Department of Public Works

The Board of Commissioners  
Allegany County, Maryland  
701 Kelly Road  
Cumberland, Maryland 21502

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney  
Adam Patterson, PE, Director

Gentlemen,

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with all applications of Allegany County for financial assistance pursuant to the provisions of the Federal Transit Act (the "Act") for planning, capital, training, demonstration, and/or operating assistance project(s). The legal authority for Allegany County's ability to carry out planning, capital, training, demonstration, and/or operating assistance projects directly, by lease, contract, or otherwise is set forth below:

1. Allegany County is authorized under (cite and quote from legal authority) to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly by Allegany County or by lease arrangements with other parties.
2. The authority of Allegany County to provide for its share of project funds is set forth in (cite source and provide a copy of, for example, local ordinance passed by City Council making local funds available.)
3. I have reviewed the pertinent Federal, State and local laws, and I am of the opinion that there is no legal impediment to your making applications for financial assistance pursuant to the Act. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation for other any which might in any way adversely affect any proposed project(s), or the ability of Allegany County to carry out such projects.

Sincerely,

Lee Beeman  
Allegany County Attorney

701 Kelly Road  
Cumberland, MD 21502  
E [publicworks@alleganygov.org](mailto:publicworks@alleganygov.org)  
T 301 777-5933  
[www.alleganygov.org](http://www.alleganygov.org)

**Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representation**

(1) Project	(2) Recipients	(3) Other Surface Public Transportation Providers In Area	(4) Union Representation of Employees, if any
<p><b>Cite Project by Name, Description</b></p> <p>Application for Public Transportation funded by Section 5307 and 5311 Grant Programs for Allegany County Transit to provide service in Allegany County, Maryland.</p>	<p><b>Identify Recipients of Transportation Assistance</b></p> <p>Allegany County Transit</p>	<p><b>Identify Other Eligible Surface Public Transportation Providers</b></p> <p>NONE.</p> <p><b>Key to Employees of Providers in Columns 1 &amp; 2 (name, address, phone, fax, representatives name, &amp; type of employees)</b></p> <p>American Federation of State, County, and Municipal Employees Council 67-AFLCIO.</p> <p>152-54 North Mechanic Street Cumberland, Maryland 21502</p> <p>Mr. Carroll Braun Phone - 301-777-9328 FAX - 301-777-0121</p>	

**List of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation**

## *Municipal Governments in Allegany County*

**Barton** (Elected to 4 year terms in June) P.O. Box 153, Barton, MD 21521 – 301-463-6347 Fax 301-463-3049

- Daniel A. Colmer, Mayor
- Heather DeShong
- Clarence Kimble
- James Duncan, Jr.

**Cumberland** (Same as County Elections) 57 N. Liberty Street, Cumberland, MD 21502 – 301-722-2000 Fax 301-759-6438

- Raymond Morrise, Mayor
- Eugene Frazier
- Richard “Rock” Cioni
- James L. Furstenberg
- Laurie Marchini

**Frostburg** (Elected to 2 year terms biennially in June) P.O. Box 440, Municipal Building, 37 Broadway, Frostburg, MD 21532 301-689-6000 Fax 301-689-2840

- W. Robert Flanigan, Mayor
- Adam Ritchey
- Kevin Grove
- Nina Forsythe
- Donald L. Carter, Jr.

**Lonaconing** (Elected to 2 year terms biennially in May) P.O. Box 239, 35 E Main Street, Lonaconing, MD 21539 301-463-6266 Fax 301-463-3150

- John “Jack” Coburn, Mayor
- Robert Eakin
- Donald M. Green, Jr.
- Julie Hoffman
- Charles “Fred” Sloan

**Luke** (Elected to 2 year terms biennially in June) 510 Grant Street, Luke, MD 21540 301-359-3074 Fax 301-359-9742

- Ed Clemons, Jr., Mayor
- Gary Wiltison
- James Lewis
- Thomas Clayton
- Carrie Wade

**Midland** (Elected to 4 year terms in May) 19823 Big Lane, Midland, MD 21532 301-463-2670

- John Monahan, Mayor
- Pam Gray
- Michael McGowan II
- Jerry Gray
- Joe Monahan

**Westernport** (Elected to 2 year terms biennially in May) P.O. Box 266, 107 Washington Street, Westernport, MD 21562 301-359-3932 301-359-3894

- Judy Hamilton, Mayor
- Eric Alexander
- Allen H. Shapiro
- Philip C. Whetstone
- Kristi Williams

# ALLEGANY COUNTY

Department of Public Works

David J. Caporaso, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq. Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable Daniel A. Colmer, Sr. and Council Members  
Town of Barton  
P.O. Box 153  
Barton, Maryland 21521

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

If you have any questions or comments concerning this matter, please contact me at the above address or call the office at 301-722-6360

Sincerely,



Elizabeth Robison-Harper  
Transit Division Chief

701 Kelly Road

Cumberland, MD 21502

E: [publicworks@alleganygov.org](mailto:publicworks@alleganygov.org)

T: 301 777-5933

[www.alleganygov.org](http://www.alleganygov.org)

# ALLEGANY COUNTY

Department of Public Works

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable Raymond Morriss, and Council Members  
City of Cumberland  
57 North Liberty Street  
Cumberland, MD 21502

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

If you have any questions or comments concerning this matter, please contact me at the above address or call the office at 301-722-6360

Sincerely,



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Transit Division Chief

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# ALLEGANY C O U N T Y

Department of Public Works

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq. Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable Robert Flanigan, and Council Members  
City of Frostburg  
P.O. Box 440  
37 Broadway  
Frostburg, Maryland 21532

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

If you have any questions or comments concerning this matter, please contact me at the above address or call the office at 301-722-6360

Sincerely,



Elizabeth Robison-Harper  
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# ALLEGANY COUNTY

Department of Public Works

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William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq. Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable John Coburn, and Council Members  
Town of Lonaconing  
P.O. Box 239  
35 E. Main Street  
Lonaconing, Maryland 21539

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

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Sincerely,



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# ALLEGANY COUNTY

Department of Public Works

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Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable Ed Clemons, Jr, and Council Members  
Town of Luke  
510 Grant Street  
Luke, Maryland 21540

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

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Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable John Monahan, and Council Members  
Town of Midland  
19823 Big Lane, SW  
Midland, Maryland 21532

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

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Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney  
Adam Patterson, PE, Director

May 22, 2023

The Honorable Judy Hamilton, and Council Members  
Town of Westernport  
P.O. Box 266  
107 Washington Street  
Westernport, Maryland 21562

Dear Mayor and Council Members:

The Maryland Department of Transportation has made money available to the counties through the Statewide Special Transportation Program to operate special transportation services for the elderly and persons with disabilities. Allegany County's allocation is estimated to be \$2,477,618, for FY 2024

The County is planning to use the funds to help pay the operating expenses of the ALLTRANS program which provides transportation to elderly and disabled persons.

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## **Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Programs**

### **A. General Application**

The Allegany County, Maryland "(Public Body)" agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 18 funding in the absence of a finding of non-compliance by the Department of Labor.

### **B. Standard Terms and Conditions**

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "pre-consummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria

referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect

subsequent general wage adjustments, including cost of living adjustments were provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service
<u>prior to adverse effect Period of protection</u>
1 day to 6 years equivalent period
6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the

Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in

employment other than with the employee's former employer, including self-employment, and the benefits received.

- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full-service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service Separation Allowance

1 year and less than 2 years	3 months' pay
2 " " " " 3 " 6 "	
3 " " " " 5 " 9 "	
5 " " " " 10 " 12 "	
10 " " " " 15 " 12 "	
15 " " over 12 "	

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.
- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement

involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).
- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be

measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

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Signature of Attorney

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Signature of Authorized Official

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Name (printed)

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Name (printed)

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Title

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Date

## CIVIL RIGHTS INFORMATION

As a condition of receipt of funding from Section 5307 and 5311 of the Federal Transit Act, information is needed from you on the implementation of Title VI, Civil Rights. You must submit the following as part of your application.

### 1. Lawsuits or Complaints

Attach to this certification a list of any active lawsuits or complaints naming your agency which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include; the date the lawsuit or complaint was filed, a summary of the allegation, the status of the lawsuit or complaint, including whether the parties to a lawsuit have entered into a consent decree.

\_\_\_\_\_ Check here if no such lawsuits or complaints have occurred within the past year, a statement to this effect must be submitted.

### 2. Federal Financial Assistance

Attach a description of all pending applications for financial assistance, and all financial assistance currently provided by other Federal agencies.

### 3. Civil Rights Compliance Reviews

Attach a summary of all civil rights compliance review activities conducted in the last three years. The summary should include; the purpose or reason for the review, the name of the agency or organization that performed the review, a summary of the findings and recommendations of the review, a report on the status and/or disposition of such findings and recommendations.

\_\_\_\_\_ Check here if a summary of all civil rights compliance review activities is not needed.

This review would be included as part of your A-128 or A-133 Single Audit or Triennial Review or conducted by the U.S. Office of Civil Rights, Federal Transit Administration.

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(Signature of authorized official & date)

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(Print authorized official's name)

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(applicant's title)

## CERTIFICATION OF EQUIVALENT SERVICE

### ***For Requests for Demand-Responsive Vehicles That are Not Accessible to Persons Using Wheelchairs***

The Americans with Disabilities Act requires that:

- Fixed-Route Services—Public transit operators must purchase lift-equipped vehicles that meet ADA standards for fixed-route services (49 CFR 37.71), as well as for route deviation services.
- Demand-Responsive Services—Public and private transportation operators must operate enough accessible vehicles to ensure the provision of equivalent service for persons with disabilities including individuals who use wheelchairs (49 CFR 37.77, 49 CFR 37.101, and 49 CFR 37.103).

Allegany County (Applicant) hereby makes the following certification to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for capital assistance to purchase vehicles under the Section 5307, 5309, 5310, or 5311 funding programs.

The applicant's demand-responsive service, when viewed in its entirety, provides an equivalent level of service for persons using wheelchairs as for ambulatory persons. In the application for capital assistance, the applicant is requesting a vehicle that is not accessible to persons using wheelchairs. If awarded, incorporation of the inaccessible vehicle will not result in a reduced level of accessible service; an equivalent level of service will continue to be provided to persons using wheelchairs as for ambulatory persons.

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Signature of Authorized Official & Date

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Name (print)

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Title

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Jason Bennett (Authorized Person) hereby certify to the Maryland Transit Administration of the Maryland Department of Transportation, on behalf of Allegany County (Applicant-Grantee) that to the best of my knowledge and belief:

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
  - b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, sub agreements, contracts under grants, loans, and cooperative agreements).
2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:

\_\_\_\_\_  
Signature of Authorized Official & Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title



Board of County Commissioners

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney

## Public Business Meeting Staff Report Department: Human Resources

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Kristi Liller, Director  
**Date Prepared:** June 5, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Rules & Regulations Governing Employees of Allegany County, Resolution 23-20 - Job Descriptions & Purchasing Procedures  
**Supporting Documents:** Yes

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### 1. Background

1. Approval of job description for the position of Mechanic I for Allegany County Department of Public Works, Transit Division
2. Approval of job description for the position of Bridge and Traffic Control Maintenance Foreman with Allegany County Department of Public Works, Roads Division as a Grade 106 on the Grade Allocation Table
3. The revision of Chapter 14 as follows:

### CHAPTER 14. ADMINISTRATIVE

#### ARTICLE 14.9 PURCHASING PROCEDURES

**Section 14.901, Purchasing.** As of July 1, 2023, the purchase of materials, supplies, or equipment, for which funds have been provided within appropriate departmental budget accounts, shall be accomplished by Purchase Order, submitted to the office of the Director of Finance, for all purchases of \$ 5,000-\$24,999 ~~\$500 or more~~. The Purchase Order needs to be submitted for approval PRIOR to the execution of the purchase. The following items do not require a purchase order: emergency minor repairs, postage, expense accounts, utilities, insurance, advertising, software maintenance fees, fuel purchases and personal services.

The Department Head is responsible for selection of the vendor who can deliver within specifications required at the lowest cost. If the purchase amount will exceed \$25,000, the Department Head shall coordinate the bidding process with the Clerk to the Commissioners in accordance with the provisions of §38-8 of the Code of Allegany County. Bids and the acceptance thereof require approval of the Board of County Commissioners. The bidding process does not apply to the following: used equipment and supplies, purchases from other governmental units, purchases using the Maryland bidding process and personal services of a professional character which require the exercise of a particular skill, aptitude or technical learning, such as, services of attorney at law, auditors, architects and consulting and supervising engineers.

~~The following items do not require a Purchase Order: emergency minor repairs, postage, expense accounts, utilities, and insurance.~~

Proof of delivery and signed original invoices shall be submitted to the Finance Department for payment.

In the case of leases, a copy of the lease with covering Purchase Order shall be submitted through the County Administrator and Finance Office for advance approval. The County Attorney will also review all property leases.

**2. Issues**

**3. Financial Impact**

Bridge and Traffic Control Maintenance Foreman - Grade 106 Pay Range \$44,792 - \$85,105

**4. Alternatives**

**5. Other Considerations**

**6. Conformity to County Policy**

**7. Recommendation**

N/A

## **TRANSIT MECHANIC I**

### **GENERAL DEFINITION OF WORK**

This is a skilled position. An employee in this class under general supervision of the Transit supervisor, performs a variety of tasks and duties involving the diagnosis, maintenance and repair of light trucks, buses, and other maintenance equipment, using methods and techniques used in the automotive mechanic industry.

This position also a safety-sensitive position which requires a pre-employment drug and alcohol screen. ACT performs random drug and alcohol testing.

### **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).

Performs major and minor motor repair and replacement work; performs truck and equipment safety inspections in accordance with Federal and State laws. Performs fueling and cleaning of buses and other vehicles. Installs, disassembles, cleans, repair, replaces parts; reassembles and tests a variety of equipment and engine components; installs rings and bearings, checks vehicles for proper alignment of wheels, installs and adjusts brakes, and change tires; performs electrical installation and repair work on batteries and terminals, lights, turn signals, and fuses. Installs and repairs exhaust system performs maintenance and repair work and tests equipment during road calls; Performs minor body repairs. Responds to road calls and makes emergency repairs to disabled vehicles and equipment. Performs related work as required including but not limited to; Keeping the shop clean and safe, remove snow and apply deicer as needed to property. Fare box exchange, keep records and make written reports as needed. Monitor radio for road calls and/or problems with vehicles and drivers and handle the issues. Minor vehicle maintenance & repairs such as tire changes, check oil, antifreeze, etc. Perform oil changes as required. Drive bus routes when needed. Perform related work as required and any other duties deemed necessary.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Considerable knowledge of proper use, care, and maintenance of a wide variety of tools and equipment; working knowledge of gasoline and diesel-powered engines' working knowledge of the automotive trade; capable of moving trucks buses, and equipment; willingness and ability to assist other members of the department. Ability to: read and write English, use standard hand tools and equipment; prioritize and be organized in assigned tasks; work well with other employees, display a professional attitude, and be sensitive to the needs of transit riders. (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.)

## **EDUCATION AND EXPERIENCE**

High school graduation or equivalent and two years of skilled experience as an Automotive Serviceman, or documented completion of automotive courses or equivalent.

A comparable amount of training and experience may be substituted for the minimum qualifications. Experience in the operation of commercial vehicles.

## **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. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, pushing and pulling. Ability to lift up to 100 lbs.

## **SPECIAL REQUIREMENTS**

A valid CDL driver's license with Passenger and Air Brake Endorsement is required. Ability and willingness to drive safely in adverse weather conditions. Eligibility for coverage under the County's motor vehicle insurance policy. Must be able to pass the prescribed DOT physical for this position.

Non-Exempt

EST. 06/23

## **BRIDGE AND TRAFFIC CONTROL MAINTENANCE FOREMAN**

### **GENERAL DEFINITION OF WORK**

This is a first line supervisory position in the Department of Public Works – Roads Division. Employees in this classification, under general supervision of a supervisor, manage one or more road crews and perform related duties.

### **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.)

This position will assist the Bridge and Traffic Control Maintenance Supervisor with the following duties:

- Prepares annual program and budget for maintenance and replacement of bridges and traffic control devices (including street signs and guardrail).
- Keeps updated inventory on condition of bridges, drainage structures, and traffic control devices; determines and schedules preventative maintenance and necessary repairs including preparation of cost estimates.
- Manufactures and installs road signs at direction of Roads Superintendent and/or County Engineer.
- Maintains adequate supply of road signs and associated materials in Sign Room.
- Performs or supervises traffic counting and survey activities
- Supervises employees by scheduling and making assignments; enforces work and safety rules and gives on-the-job instruction to subordinates to improve work conditions and production; plans for and may supervise utility men, motor equipment operators, and mechanics.
- Performs other duties as required, including assisting subordinates in their work as the need arises and supervising the work of road crews when so directed.
- Serves as Bridge Traffic Control Maintenance Supervisor or District Supervisor position as required.
- Performs related work as required.
- Assists with snow removal operations as required.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Thorough knowledge of construction, installation and maintenance of bridges, drainage structures, and traffic control devices (including traffic signs, line striping and traffic barriers). Ability to plan, supervise, and manage use of men and material; to communicate effectively in oral and written form; ability to train others in job related functions. Must be able to maintain a good working relationship with employees and the public. Ability to understand and utilize construction drawings, and technical manuals. Ability to deal with regulations, permits, and other governmental agencies. Considerable knowledge in the safe and effective operation of construction equipment and use of carpentry, welding, masonry, concrete, and painting skills. Ability to establish and utilize elevations, grades, and measurements. Good mathematical skills are required.

### **EDUCATION AND EXPERIENCE**

High school graduate, preferably a vocational school. Four years of experience with progressively increasing responsibility in highway and bridge maintenance and/or construction. Courses in structural/bridge design, report writing, elements of supervision, and safety desirable. Familiarity

with computers and computer operation desirable. Effective surveying skills and experience required.

Individuals who have been temporarily assigned and satisfactorily performed in this position for an equivalent of six (6) months shall be considered to meet the minimum qualifications. A comparable amount of training and experience may be substituted of 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. Significant standing, walking, moving, climbing, bending, kneeling, crawling, reaching, and handling, pushing, and pulling. Wading in water, climbing banks to go under bridges, climbing up and down trucks, lifting and carrying heavy loads, working in elevated areas over streams. Subject to D.O.T. drug and alcohol testing.

## **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL), Class B with Air Brake Endorsement

Non-Exempt

Rev.06/2023

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

**R E S O L U T I O N**  
**No. 23-20**

**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 description for the position of Mechanic I for Allegany County Department of Public Works, Transit Division
2. Approval of job description for the position of Bridge and Traffic Control Maintenance Foreman with Allegany County Department of Public Works, Roads Division as a Grade 106 on the Grade Allocation Table
3. The revision of Chapter 14 as follows:

**CHAPTER 14. ADMINISTRATIVE**

**ARTICLE 14.9 PURCHASING PROCEDURES**

**Section 14.901, Purchasing.** As of July 1, 2023, the purchase of materials, supplies, or equipment, for which funds have been provided within appropriate departmental budget accounts, shall be accomplished by Purchase Order, submitted to the office of the Director of Finance, for all purchases of \$ 5,000-\$24,999 ~~\$500 or more~~. The Purchase Order needs to be submitted for approval PRIOR to the execution of the purchase. The following items do not require a purchase order: emergency minor repairs, postage, expense accounts, utilities, insurance, advertising, software maintenance fees, fuel purchases and personal services.

The Department Head is responsible for selection of the vendor who can deliver within specifications required at the lowest cost. If the purchase amount will exceed \$25,000, the Department Head shall coordinate the bidding process with the Clerk to the Commissioners in accordance with the provisions of §38-8 of the Code of Allegany County. Bids and the acceptance thereof require approval of the Board of County Commissioners. The bidding process does not apply to the following: used equipment and supplies, purchases from other governmental units, purchases using the Maryland bidding process and personal services of a professional character which require the exercise of a particular skill, aptitude or technical learning, such as, services of attorney at law, auditors, architects and consulting and supervising engineers.

~~The following items do not require a Purchase Order: emergency minor repairs, postage, expense accounts, utilities, and insurance.~~

Proof of delivery and signed original invoices shall be submitted to the Finance Department for payment.

In the case of leases, a copy of the lease with covering Purchase Order shall be submitted through the County Administrator and Finance Office for advance approval. The County Attorney will also review all property leases.

**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 8<sup>th</sup> of June, 2023.**

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

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**David J. Caporale, President**

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**Creade V. Brodie, Jr., Commissioner**

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**William R. Atkinson, Commissioner**

**ATTEST:**

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**Jason M. Bennett, CPA, County Administrator**



Board of County Commissioners

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq., Attorney

## Public Business Meeting Staff Report Department: Public Works

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Whitney Patterson, Engineer  
Adam Patterson, Director  
Roy Cool  
**Date Prepared:** June 5, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** MPO - CAMPO - Administrative Transportation Improvement Program Amendment 7, Resolution 23-21  
**Supporting Documents:** Yes

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### 1. Background

The Maryland Department of Transportation and the Allegany County Department of Public Works prepared and adopted the Transportation Improvement Program for Fiscal Year 2022 – 2025 on March 24, 2021. The Allegany County Commissioners, acting in their role as the Metropolitan Planning Organization (MPO), approves and amends, as appropriate, the Transportation Improvement Program as required by U.S. DOT, to be eligible to receive funding for the region's transportation projects. There are two new projects to be added to the current TIP. This project is listed below with more specific detail sheet enclosed herein as appropriate:

- Amendments for Allegany County:
  - Administrative Modification
  - ☒ CAMPO 22-1 Areawide Environment – New Amount of Funding: \$6,750,000; The two main projects pushing the increase funding are the Baltimore Street Access project and GAP Borden Tunnel Lining Restoration Project.
  - ☒ CAMPO 22-2 Areawide Safety and Spot Improvements – New Amount of Funding: \$1,140,000; The increase is due to AL5101 MD 736 from Park Ave to Braddock Street.
  - ☒ CAMPO 22-3 Areawide Resurfacing and Rehabilitation – New Amount of Funding: \$17,206,000; This increase is due to a collection of various resurfacing projects.

### 2. Issues

N/A

### 3. Financial Impact

N/A

### 4. Alternatives

Do not amend the Transportation Improvement Program.

### 5. Other Considerations

This action is required for the projects to be in compliance with Federal funding requirements.

**6. Conformity to County Policy**

Conforms to County policy.

**7. Recommendation**

The Board of County Commissioners, acting in their role as the Cumberland Area Metropolitan Planning Organization, amend by Resolution the Cumberland Area FY 2022 – 2025 Amended Transportation Improvement Program.

May 25, 2023

Ms. Whitney Patterson  
 Public Works  
 Cumberland Area Metropolitan Planning Organization  
 701 Kelly Road  
 Cumberland, MD 21502

Dear Ms. Patterson:

The Maryland Department of Transportation (MDOT) requests the following amendment to the Maryland portion of the Cumberland Area Metropolitan Planning Organization (CAMPO) Fiscal Year (FY) 2022-2025 Transportation Improvement Program (TIP) for State Highway Administration (SHA) projects as described below and in the attached memo.

The MDOT State Highway Administration (MDOT SHA) hereby requests amendment of the FY 2022-2025 CAMPO TIP to reflect the following action. This funding includes a five-percent additive to federal funds to cover federally funded overhead expenses. The additional funding comes from IIJA transportation act providing over \$900M in additional funds over/above the previous transportation act and has allowed for additional programming of projects statewide.

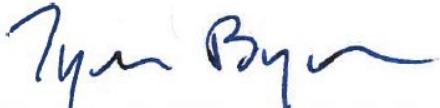
<b>TIP ID</b>	<b>Project</b>	<b>Amount of New Funding (In 000s)</b>	<b>Comment</b>
22-1	Areawide Environment	\$6,750	The two main projects pushing the increased funding are the Baltimore Street Access project and GAP Burden Tunnel Lining Restoration project.
22-2	Areawide Safety and Spot Improvements	\$1,140	The increase is due to AL5101 MD 736 from Park Ave to Braddock St.
22-3	Areawide Resurfacing and Rehabilitation	\$17, 206	This increase is due to a collection of various resurfacing projects.

The revised funding status will not impact scheduling or funding availability for other projects in the current TIP, which continues to be fiscally constrained. The cost does not affect the portion of the federal funding which was programmed for transit, or any allocations of state aid in lieu of federal aid to local jurisdictions.

Ms. Whitney Patterson  
Page Two

We appreciate your cooperation in this matter. Should you have additional questions or concerns, please contact Rashad Pinckney, Office of Planning and Capital Programming (OPCP) Regional Planner at 410-865-1280, or via email at [rpinckney@mdot.maryland.gov](mailto:rpinckney@mdot.maryland.gov) for assistance. Mr. Pinckney will be happy to assist you. Of course, please feel free to contact me directly.

Sincerely,



Tyson Byrne  
Regional Planning Manager  
Office of Planning and Capital Programming

Attachment

cc: Mr. Rashad Pinckney, Regional Planner, OPCP, MDOT

## MEMORANDUM

**TO:** OFFICE OF PLANNING AND CAPITAL PROGRAMMING (OPCP) DIRECTOR  
HEATHER MURPHY  
MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

**ATTN:** OPCP REGIONAL PLANNING MANAGER TYSON BYRNE  
OPCP REGIONAL PLANNER KARI SNYDER

**FROM:** OFFICE OF PLANNING AND PRELIMINARY ENGINEERING (OPPE)  
DEPUTY DIRECTOR ERIC BECKETT *L. Blatt*

**SUBJECT:** REQUEST TO AMEND THE FY 2022-2025 CUMBERLAND AREA  
METROPOLITAN PLANNING ORGANIZATION (CAMPO)  
TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

**DATE:** APRIL 7, 2023

**RESPONSE**  
**REQUESTED BY:** N/A

### PURPOSE OF MEMORANDUM

To request the MDOT OPCP request the CAMPO staff the approve the following TIP amendment and, upon CAMPO approval, notify the Federal Highway Administration - Maryland Division of this amendment.

### SUMMARY

The MDOT State Highway Administration (MDOT SHA) hereby requests CAMPO amend the FY 2022-2025 CAMPO TIP to reflect the following actions:

TIP	PROJECT	PHASE	NEW FUNDING
22-1	Areawide Environment	CO	\$8,750,000
22-2	Areawide Safety-Spot	PP/PE	\$1,550,000
22-3	Areawide Resurfacing	PP/PE	\$3,400,000
22-3	Areawide Resurfacing	CO	\$18,800,000

### ANALYSIS

*Areawide Environmental Projects (CAMPO 22-1)* – This requested amendment reflects the addition of \$8,750,000 to construction for CAMPO 22-1. This amendment ensures the FY 2022-2025 CAMPO TIP reflects MDOT SHA's updated programmed expenditures and project schedule in FY 2022-2025. In addition, this funding includes a five-percent additive to federal funds to cover federally funded overhead expenses. The Areawide Environment Projects total cost will increase from \$13.1 million to \$21.8 million.

Ms. Heather Murphy  
Page Two

*Areawide Safety and Spot Improvement Projects (CAMPO 22-2)* – This requested amendment reflects the addition of \$1,550,000 to design for CAMPO 22-2. This amendment ensures the FY 2022-2025 CAMPO TIP reflects MDOT SHA's updated programmed expenditures and project schedule in FY 2022-2025. In addition, this funding includes a five-percent additive to federal funds to cover federally funded overhead expenses. The Areawide Safety and Spot Improvements Projects total cost will increase from \$31.8 million estimated to be \$33.4 million.

*Areawide Resurfacing Projects (CAMPO 22-3)* – This requested amendment reflects the addition of \$3,400,000 to design and \$18,800,000 to construction for CAMPO 22-3. This amendment ensures the FY 2022-2025 CAMPO TIP reflects MDOT SHA's updated programmed expenditures and project schedule in FY 2022-2025. In addition, this funding includes a five-percent additive to federal funds to cover federally funded overhead expenses. The Areawide Resurfacing Projects total cost will increase from \$37.8 million to \$60.0 million.

The attached Statewide TIP (STIP) report documents MDOT's requested modification with respect to funding for the above project. This requested action will not impact scheduling or funding availability for other projects in the current STIP, which remains fiscally constrained. The modified funding does not affect the portion of federal funding programmed for transit or allocations of state aid to local jurisdictions in lieu of federal aid. The IIJA transportation act provided over \$900M in additional funds over/above the previous transportation act and has allowed for additional programming of projects statewide.

In addition, the Maryland Transportation Trust Fund (TTF) remains fiscally constrained. The TTF supports State transportation system operation and maintenance, MDOT administration, debt service, and capital projects. Semiannually, MDOT updates revenues and expenditures using two national forecasting companies' latest economic estimates. The MDOT published funding details in the FY 2022-2027 Consolidated Transportation Program (<https://mdot.maryland.gov/tso/Pages/Index.aspx?PageId=27>) and FY 2022-2025 Maryland STIP (<https://mdot.maryland.gov/tso/pages/Index.aspx?PageId=117>).

Please modify the FY 2022-2025 CAMPO TIP and FY 2022-2025 Maryland STIP to reflect the funding information provided in the attachment. If you have any questions, please contact Mr. Sean Varsolona, MDOT SHA OPPE Regional and Intermodal Planning Division (RIPD) Regional Planner, at 410-545-5672 or via email at [svarsolona@mdot.maryland.gov](mailto:svarsolona@mdot.maryland.gov).

#### **ATTACHMENTS**

- FY 2022-2025 CAMPO TIP project 22-1 report
- FY 2022-2025 Maryland STIP project CAMPO 22-1 report
- FY 2022-2025 CAMPO TIP project 22-2 report
- FY 2022-2025 Maryland STIP project CAMPO 22-2 report
- FY 2022-2025 CAMPO TIP project 22-3 report
- FY 2022-2025 Maryland STIP project CAMPO 22-3 report

cc: Mr. Ben Allen, Assistant Regional Planner, RIPD, OPPE, MDOT SHA  
Anthony Crawford, P.E., District Engineer, District 6, MDOT SHA  
Joel Resh, P.E., Assistant District Engineer – Project Development, District 6, MDOT SHA  
Mr. Sean Varsolona, Regional Planner, RIPD, OPPE, MDOT SHA

**CUMBERLAND URBANIZED AREA  
FY 2022-2025  
TRANSPORTATION IMPROVEMENT PROGRAM**

<i>TIP Project #</i>	22-1	<i>STIP #</i>	CAMPO 22-1				
<i>Project Name</i>	Areawide Environmental Projects	<i>Limits</i>	Allegany County				
<i>Improvement Description</i>	Program to provide environmental and aesthetic improvements on MDOT SHA highways.						
<i>Responsible Agency</i>	Maryland Department of Transportation State Highway Administration (MDOT SHA)						
<i>Current Road Type</i>	Various	<i>Current Lanes</i>	n/a	<i>Proposed Lanes</i>	n/a		
<i>Miles</i>	n/a	<i>Highway System</i>	Various	<i>Funding</i>	Federal/State	<i>Ratio</i>	80/20
<i>Related Projects</i>							
<i>Comments</i>	When federally funded, Areawide Environmental Projects improvements may receive HSIP, NHPP, STBG, and/or other federal funds as determined appropriate by MDOT.						

CUMBERLAND AREA MPO - Areawide Environmental Projects (TIP #22-1)								
Phase	Previous Years	2022	2023	2024	2025	2026*	2027*	FY 2022-2025 Total
PE/FD	State	0	90	90	45	45	0	0
	Fed	0	360	360	180	180	0	1080
RW	State	0	30	30	15	15	0	90
	Fed	0	120	120	60	60	0	360
CO	State	0	750	750	1,375	1,375	0	4,250
	Fed	0	3,000	3,000	4,875	4,875	0	15,750
Total	State	0	870	870	1,435	1,435	0	4,610
	Fed	0	3,480	3,480	5,115	5,115	0	17,190
<b>Total</b>		<b>0</b>	<b>4,350</b>	<b>4,350</b>	<b>6,550</b>	<b>6,550</b>	<b>0</b>	<b>21,800</b>
<b>Total Estimated Project Cost</b>								<b>21,800</b>

\*For informational purposes only

\*\*all costs in \$000's

MPO Approval

Amended \_\_\_\_\_

# MARYLAND STATEWIDE TIP FY 2022-2025

MDOT STIP # CAMPO 22-1

## SUMMARY TABLE

Project	Amendment Criteria	Conformity Status	Environmental Status	Current Funding Level (000s)		
				Federal	State/Local	Total
Areawide Environmental Projects (CAMPO 22-1)	B	n/a	CE 2022	\$ 10,440	\$ 2,610	\$ 13,050
	Administration	Area/MPO	CTP Page	Net Funding Change (000s)		
	MDOT SHA	CAMPO	SHA-A-3 FY 2022	Federal	State/Local	Total
Description	Program to provide environmental and aesthetic improvements on MDOT SHA highways.					
Justification						

## INDIVIDUAL REQUEST FORM

STIP/TIP Amendment Criteria		Funding	FY 2022	FY 2023	FY 2024	FY 2025	Total
		Current (000s)	\$ 4,350	\$ 4,350	\$ 2,175	\$ 2,175	\$ 13,050
		Federal	\$ 3,480	\$ 3,480	\$ 1,740	\$ 1,740	\$ 10,440
		State/Local	\$ 870	\$ 870	\$ 435	\$ 435	\$ 2,610
Proposed (000s)		Total	\$ 4,350	\$ 4,350	\$ 6,550	\$ 6,550	\$ 21,800
		Federal	\$ 3,480	\$ 3,480	\$ 5,115	\$ 5,115	\$ 17,190
		State/Local	\$ 870	\$ 870	\$ 1,435	\$ 1,435	\$ 4,610
		Change (000s)	\$ -	\$ -	\$ 4,375	\$ 4,375	\$ 8,750
Change (000s)		Federal	\$ -	\$ -	\$ 3,375	\$ 3,375	\$ 6,750
		State/Local	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 2,000
		Total	\$ -	\$ -	\$ -	\$ -	\$ -
		Federal	\$ -	\$ -	\$ -	\$ -	\$ -

 MARYLAND DEPARTMENT OF TRANSPORTATION

## PHASE DETAIL

Phase	Funding	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ 360	\$ -	\$ 360	\$ -	\$ 180	\$ -	\$ 180	\$ -	\$ 1,080	\$ -	\$ 1,080
	State	\$ -	\$ 90	\$ -	\$ 90	\$ -	\$ 45	\$ -	\$ 45	\$ -	\$ 270	\$ 270
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360	\$ -	\$ 360
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ 90	\$ 90
CO	Federal	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 9,000	\$ -	\$ 9,000
	State	\$ -	\$ 750	\$ -	\$ 750	\$ -	\$ 375	\$ -	\$ 375	\$ -	\$ 2,250	\$ 2,250
Total		\$ 3,480	\$ 870	\$ 3,480	\$ 870	\$ 1,740	\$ 435	\$ 1,740	\$ 435	\$ 10,440	\$ 2,610	\$ 13,050

Phase	Funding	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ 360	\$ -	\$ 360	\$ -	\$ 180	\$ -	\$ 180	\$ -	\$ 1,080	\$ -	\$ 1,080
	State	\$ -	\$ 90	\$ -	\$ 90	\$ -	\$ 45	\$ -	\$ 45	\$ -	\$ 270	\$ 270
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360	\$ -	\$ 360
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ 90	\$ 90
CO	Federal	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 4,875	\$ -	\$ 4,875	\$ -	\$ 15,750	\$ -	\$ 15,750
	State	\$ -	\$ 750	\$ -	\$ 750	\$ -	\$ 1,375	\$ -	\$ 1,375	\$ -	\$ 4,250	\$ 4,250
Total		\$ 3,480	\$ 870	\$ 3,480	\$ 870	\$ 5,115	\$ 1,435	\$ 5,115	\$ 1,435	\$ 17,190	\$ 4,610	\$ 21,800

Phase	Funding	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RW	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,750	\$ -	\$ 6,750
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,750	\$ 2,000	\$ 8,750

## TOTAL PROJECT COST

Prior Cost (≤ FY 2021)	STIP Cost (FY 2022-2025)	Balance to Complete (≥ FY 2026)	Total Project Cost
Federal	\$ -	Federal	Federal
State/Local	\$ -	State/Local	State/Local
Total	\$ -	Total	\$ -
	\$ 21,800	Total	\$ 21,800

**CUMBERLAND URBANIZED AREA  
FY 2022-2025  
TRANSPORTATION IMPROVEMENT PROGRAM**

<i>TIP Project #</i>	<u>22-2</u>	<i>STIP #</i>	<u>CAMPO 22-2</u>
<i>Project Name</i>	<u>Areawide Safety and Spot Improvements</u>	<i>Limits</i>	<u>Allegany County</u>
<i>Improvement Description</i>	Program to provide localized improvements to address safety and/or operational issues on MDOT SHA highways.		
<i>Responsible Agency</i>	<u>Maryland Department of Transportation State Highway Administration (MDOT SHA)</u>		
<i>Current Road Type</i>	<u>Various</u>	<i>Current Lanes</i>	<u>n/a</u>
<i>Current Lanes</i>	<u>n/a</u>	<i>Proposed Lanes</i>	<u>n/a</u>
<i>Miles</i>	<u>n/a</u>	<i>Highway System</i>	<u>Various</u>
<i>Funding</i>	<u>Federal/State</u>	<i>Ratio</i>	<u>80/20</u>
<i>Related Projects</i>			
<i>Comments</i>	When federally funded, Areawide Safety and Spot improvements may receive CMAQ, HSIP, NHPP, STBG, and/or other federal funds as determined appropriate by MDOT.		

<b>CUMBERLAND AREA MPO - Areawide Safety and Spot Improvements (TIP #22-2)</b>								
<b>Phase</b>	<b>Previous Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026*</b>	<b>2027*</b>	<b>FY 2022-2025 Total</b>
PE/FD	State	0	90	90	250	250	0	450
	Fed	0	360	360	750	750	0	2,220
RW	State	0	30	30	15	15	0	90
	Fed	0	120	120	60	60	0	360
CO	State	0	2,000	2,000	1,000	1,000	0	6,000
	Fed	0	8,000	8,000	4,000	4,000	0	24,000
<i>Total</i>	<i>State</i>	<i>0</i>	<i>2,120</i>	<i>2,120</i>	<i>1,265</i>	<i>1,265</i>	<i>0</i>	<i>6,770</i>
	<i>Fed</i>	<i>0</i>	<i>8,480</i>	<i>8,480</i>	<i>4,810</i>	<i>4,810</i>	<i>0</i>	<i>26,580</i>
<b>Total</b>		<b>0</b>	<b>10,600</b>	<b>10,600</b>	<b>6,075</b>	<b>6,075</b>	<b>0</b>	<b>33,350</b>
<b>Total Estimated Project Cost</b>								<b>33,350</b>

\*For informational purposes only

\*\*all costs in \$000's

MPO Approval

Amended \_\_\_\_\_

# MARYLAND STATEWIDE TIP FY 2022-2025

MDOT STIP # CAMPO 22-2	
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## SUMMARY TABLE

Project	Amendment Criteria	Conformity Status	Environmental Status	Current Funding Level (000s)		
				Federal	State/Local	Total
Areawide Safety and Spot Improvements (CAMPO 22-2)	B	n/a	CE 2022	\$ 25,440	\$ 6,360	\$ 31,800
	Administration	Area/MPO	CTP Page			Net Funding Change (000s)
	MDOT SHA	CAMPO	SHA-A-3 FY 2022	\$ 1,140	\$ 410	\$ 1,550
Description	Program to provide localized improvements to address safety and/or operational issues on MDOT SHA highways.					
Justification						

## INDIVIDUAL REQUEST FORM

STIP/TIP Amendment Criteria			Funding	FY 2022	FY 2023	FY 2024	FY 2025	Total
			Current (000s)	\$ 10,600	\$ 10,600	\$ 5,300	\$ 5,300	\$ 31,800
			Federal	\$ 8,480	\$ 8,480	\$ 4,240	\$ 4,240	\$ 25,440
			State/Local	\$ 2,120	\$ 2,120	\$ 1,060	\$ 1,060	\$ 6,360
			Proposed (000s)	\$ 10,600	\$ 10,600	\$ 6,075	\$ 6,075	\$ 33,350
			Federal	\$ 8,480	\$ 8,480	\$ 4,810	\$ 4,810	\$ 26,580
			State/Local	\$ 2,120	\$ 2,120	\$ 1,265	\$ 1,265	\$ 6,770
			Change (000s)	\$ -	\$ -	\$ 775	\$ 775	\$ 1,550
			Federal	\$ -	\$ -	\$ 570	\$ 570	\$ 1,140
			State/Local	\$ -	\$ -	\$ 205	\$ 205	\$ 410



## PHASE DETAIL

Phase	Current	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ 360	\$ -	\$ 360	\$ -	\$ 180	\$ -	\$ 180	\$ -	\$ 1,080	\$ -	\$ 1,080
	State	\$ -	\$ 90	\$ -	\$ 90	\$ -	\$ 45	\$ -	\$ 45	\$ -	\$ 270	\$ 270
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360	\$ -	\$ 360
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ 90	\$ 90
CO	Federal	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 24,000	\$ -	\$ 24,000
	State	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 6,000	\$ 6,000
<b>Total</b>		<b>\$ 8,480</b>	<b>\$ 2,120</b>	<b>\$ 8,480</b>	<b>\$ 2,120</b>	<b>\$ 4,240</b>	<b>\$ 1,060</b>	<b>\$ 4,240</b>	<b>\$ 1,060</b>	<b>\$ 25,440</b>	<b>\$ 6,360</b>	<b>\$ 31,800</b>

Phase	Proposed	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ 360	\$ -	\$ 360	\$ -	\$ 750	\$ -	\$ 750	\$ -	\$ 2,220	\$ -	\$ 2,220
	State	\$ -	\$ 90	\$ -	\$ 90	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 680	\$ 680
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360	\$ -	\$ 360
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ 90	\$ 90
CO	Federal	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 24,000	\$ -	\$ 24,000
	State	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 6,000	\$ 6,000
<b>Total</b>		<b>\$ 8,480</b>	<b>\$ 2,120</b>	<b>\$ 8,480</b>	<b>\$ 2,120</b>	<b>\$ 4,810</b>	<b>\$ 1,265</b>	<b>\$ 4,810</b>	<b>\$ 1,265</b>	<b>\$ 26,580</b>	<b>\$ 6,770</b>	<b>\$ 33,350</b>

Phase	Change	FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
		Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total
PP/PE	Federal	\$ -	\$ -	\$ -	\$ -	\$ 570	\$ -	\$ 570	\$ -	\$ 1,140	\$ -	\$ 1,140
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205	\$ -	\$ 205	\$ -	\$ 410	\$ 410
RW	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 570</b>	<b>\$ 205</b>	<b>\$ 570</b>	<b>\$ 205</b>	<b>\$ 1,140</b>	<b>\$ 410</b>	<b>\$ 1,550</b>

## TOTAL PROJECT COST

Prior Cost (≤ FY 2021)	STIP Cost (FY 2022-2025)	Balance to Complete (≥ FY 2026)	Total Project Cost
Federal	\$ -	Federal	Federal
State/Local	\$ -	State/Local	State/Local
<b>Total</b>	<b>\$ -</b>	<b>Total</b>	<b>\$ 33,350</b>

**CUMBERLAND URBANIZED AREA  
FY 2022-2025  
TRANSPORTATION IMPROVEMENT PROGRAM**

<i>TIP Project #</i>	22-3	<i>STIP #</i>	CAMPO 22-3				
<i>Project Name</i>	Areawide Resurfacing and Rehabilitation		<i>Limits</i>	Allegany County			
<i>Improvement Description</i>	Program to provide periodic resurfacing and upgrading or auxiliary features on MDOT SHA highways.						
<i>Responsible Agency</i>	Maryland Department of Transportation State Highway Administration (MDOT SHA)						
<i>Current Road Type</i>	Various	<i>Current Lanes</i>	n/a	<i>Proposed Lanes</i>	n/a		
<i>Miles</i>	n/a	<i>Highway System</i>	Various	<i>Funding</i>	Federal/State	<i>Ratio</i>	80/20
<i>Related Projects</i>							
<i>Comments</i>	When federally funded, Areawide Safety and Spot improvements may receive CMAQ, HSIP, NHPP, STBG, and/or other federal funds as determined appropriate by MDOT.						

CUMBERLAND AREA MPO - Areawide Safety and Spot Improvements (TIP #22-3)									
Phase		Previous Years	2022	2023	2024	2025	2026*	2027*	FY 2022-2025 Total
PE/FD	State	0	90	462	306	306	0	0	1,164
	Fed	0	360	1,388	919	919	0	0	3,586
RW	State	0	30	30	15	15	0	0	90
	Fed	0	120	120	60	60	0	0	360
CO	State	0	2,400	2,600	3,150	3,150	0	0	11,300
	Fed	0	9,600	10,200	11,850	11,850	0	0	43,500
Total	State	0	2,520	3,092	3,471	3,471	0	0	12,554
	Fed	0	10,080	11,708	,829	12,829	0	0	47,446
<b>Total</b>		<b>0</b>	<b>12,600</b>	<b>14,800</b>	<b>16,300</b>	<b>16,300</b>	<b>0</b>	<b>0</b>	<b>60,000</b>
									<b>Total Estimated Project Cost</b>
									<b>60,000</b>

\*For informational purposes only

\*\*all costs in \$000's

MPO Approval

Amended \_\_\_\_\_

# MARYLAND STATEWIDE TIP FY 2022-2025

MDOT STIP # CAMPO 22-3												
SUMMARY TABLE												
Project		Amendment Criteria		Conformity Status		Environmental Status		Current Funding Level (000s)				
Areawide Resurfacing and Rehabilitation (CAMPO 22-3)		B	n/a	CE 2022		\$ 30,240	\$ 7,560	\$	\$ 37,800			
		Administration	Area/MPO	CTP Page		Net Funding Change (000s)		Federal	State/Local	Total		
		MDOT SHA	CAMPO	SHA-A-3 FY 2022		\$ 17,206	\$ 4,994	\$	\$ 22,200			
Description	Program to provide periodic resurfacing and upgrading or auxiliary features on MDOT SHA highways.											
Justification												
INDIVIDUAL REQUEST FORM												
STIP/TIP Amendment Criteria					Funding	FY 2022	FY 2023	FY 2024	FY 2025	Total		
<input type="checkbox"/> A) Adds new individual projects to the current STIP <input checked="" type="checkbox"/> B) Increase/decrease, scope change, advance, delay, or phase change <input type="checkbox"/> C) Removes or deletes individual listed project from the STIP <input type="checkbox"/> D) Other					Current (000s)	Total	\$ 12,600	\$ 12,600	\$ 6,300	\$ 6,300		
					Federal	\$ 10,080	\$ 10,080	\$ 5,040	\$ 5,040	\$ 30,240		
					State/Local	\$ 2,520	\$ 2,520	\$ 1,260	\$ 1,260	\$ 7,560		
					Proposed (000s)	Total	\$ 12,600	\$ 14,800	\$ 16,300	\$ 16,300		
					Federal	\$ 10,080	\$ 11,708	\$ 12,829	\$ 12,829	\$ 47,446		
					State/Local	\$ 2,520	\$ 3,092	\$ 3,471	\$ 3,471	\$ 12,554		
					Change (000s)	Total	\$ -	\$ 2,200	\$ 10,000	\$ 10,000	\$ 22,200	
					Federal	\$ -	\$ 1,628	\$ 7,789	\$ 7,789	\$ 17,206		
					State/Local	\$ -	\$ 572	\$ 2,211	\$ 2,211	\$ 4,994		
MDOT MARYLAND DEPARTMENT OF TRANSPORTATION												
PHASE DETAIL												
Current		FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
Phase	Funding	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total		
PP/PE	Federal	\$ 360	\$ -	\$ 360	\$ -	\$ 180	\$ -	\$ 180	\$ -	\$ 1,080		
	State	\$ -	\$ 90	\$ -	\$ 90	\$ -	\$ 45	\$ -	\$ 45	\$ -		
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360		
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -		
CO	Federal	\$ 9,600	\$ -	\$ 9,600	\$ -	\$ 4,800	\$ -	\$ 4,800	\$ -	\$ 28,800		
	State	\$ -	\$ 2,400	\$ -	\$ 2,400	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -		
Total		\$ 10,080	\$ 2,520	\$ 10,080	\$ 2,520	\$ 5,040	\$ 1,260	\$ 5,040	\$ 1,260	\$ 30,240		
										\$ 7,560		
										\$ 37,800		
Proposed		FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
Phase	Funding	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total		
PP/PE	Federal	\$ 360	\$ -	\$ 1,388	\$ -	\$ 919	\$ -	\$ 919	\$ -	\$ 3,586		
	State	\$ -	\$ 90	\$ -	\$ 462	\$ -	\$ 306	\$ -	\$ 306	\$ -		
RW	Federal	\$ 120	\$ -	\$ 120	\$ -	\$ 60	\$ -	\$ 60	\$ -	\$ 360		
	State	\$ -	\$ 30	\$ -	\$ 30	\$ -	\$ 15	\$ -	\$ 15	\$ -		
CO	Federal	\$ 9,600	\$ -	\$ 10,200	\$ -	\$ 11,850	\$ -	\$ 11,850	\$ -	\$ 43,500		
	State	\$ -	\$ 2,400	\$ -	\$ 2,600	\$ -	\$ 3,150	\$ -	\$ 3,150	\$ -		
Total		\$ 10,080	\$ 2,520	\$ 11,708	\$ 3,092	\$ 12,829	\$ 3,471	\$ 12,829	\$ 3,471	\$ 47,446		
										\$ 12,554		
										\$ 60,000		
Change		FY 2022		FY 2023		FY 2024		FY 2025		TOTAL		
Phase	Funding	Federal	State/Local	Federal	State/Local	Federal	State/Local	Federal	State/Local	Total		
PP/PE	Federal	\$ -	\$ -	\$ 1,028	\$ -	\$ 739	\$ -	\$ 739	\$ -	\$ 2,506		
	State	\$ -	\$ -	\$ -	\$ 372	\$ -	\$ 261	\$ -	\$ 261	\$ -		
RW	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CO	Federal	\$ -	\$ -	\$ 600	\$ -	\$ 7,050	\$ -	\$ 7,050	\$ -	\$ 14,700		
	State	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 1,950	\$ -	\$ 1,950	\$ -		
Total		\$ -	\$ -	\$ 1,628	\$ 572	\$ 7,789	\$ 2,211	\$ 7,789	\$ 2,211	\$ 17,206		
										\$ 4,994		
										\$ 22,200		
TOTAL PROJECT COST												
Prior Cost (≤ FY 2021)			STIP Cost (FY 2022-2025)			Balance to Complete (≥ FY 2026)			Total Project Cost			
Federal	\$ -	Federal	\$ -	Federal	\$ -	Federal	\$ -	Federal	\$ -	\$ 47,446		
State/Local	\$ -	State/Local	\$ -	State/Local	\$ -	State/Local	\$ -	State/Local	\$ -	\$ 12,554		
Total	\$ -	Total	\$ -	Total	\$ -	Total	\$ -	Total	\$ -	\$ 60,000		

**AMENDMENT 7 RESOLUTION**  
**No. 23-21**

Resolution approving the Fiscal Year 2022-2025 Transportation Improvement Program:

WHEREAS, the Cumberland Area Metropolitan Planning Organization was established to manage and provide policy direction to the Unified Planning Program in accordance with Federal requirements, and the Allegany County Commissioners have been designated as the Metropolitan Planning Organization for this area as approved by the Maryland Governor Harry Hughes on May 17, 1982; and

WHEREAS, the staff of the Maryland Department of Transportation and the Allegany County Department of Community Services, have together prepared the Transportation Improvement Program for Fiscal Year 2022- 2025 in compliance with applicable Federal programs and regulations.

WHEREAS, amend the CAMPO 22-1 Areawide Environment – New Amount of Funding: \$6,750,000; The two main projects pushing the increase funding are the Baltimore Street Access project and GAP Borden Tunnel Lining Restoration Project; and

WHEREAS, amend the CAMPO 22-2 Areawide Safety and Spot Improvements – New Amount of Funding: \$1,140,000; The increase is due to AL5101 MD 736 from Park Ave to Braddock Street; and

WHEREAS, amend the CAMPO 22-3 Areawide Resurfacing and Rehabilitation – New Amount of Funding: \$17,206,000; This increase is due to a collection of various resurfacing projects; and

NOW, THEREFORE, BE IT RESOLVED that the Allegany County Commissioners acting as the Cumberland Area Metropolitan Planning Organization approves the amended Fiscal Year 2022-2025 Transportation Improvement Program.

ADOPTED THIS 8th day of JUNE, 2023.

County Commissioners of Allegany County, Maryland

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David J. Caporale, President

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Creade V. Brodie, Jr., Commissioner

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William R. Atkinson, Commissioner

ATTEST:

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Jason M. Bennett, CPA, County Administrator



Board of County Commissioners

David J. Caporale, President  
William R. Atkinson, Commissioner  
Creade V. Brodie, Jr., Commissioner  
Jason M. Bennett, CPA, Administrator  
T. Lee Beeman, Esq, Attorney

## Public Business Meeting Staff Report

### Department: Economic & Community Development

**To:** Jason M. Bennett, CPA, County Administrator  
**From:** Adam Strott, Economic Development Specialist  
**Date Prepared:** June 5, 2023  
**Meeting Date:** June 8, 2023  
**Subject:** Approval of Appalachian Regional Commission (ARC) Grant Agreement for Allegany County Multimodal Transportation Study and Publication of Corresponding Request for Proposal (RFP)  
**Supporting Documents:** No

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#### 1. Background

Allegany County was awarded \$50,000.00 from the ARC in matching funds to conduct a study and strategic plan to be added as an addendum to the current five-year plan to address public transportation in the County. Matching funds are being provided by the Local Management Board (\$38,000.00), the City of Frostburg (\$3,000.00), the City of Cumberland (\$3,000.00) and Allegany County Economic and Community Development (\$6,000.00). The purpose of the study and strategic plan is to identify opportunities and best practices in expanding rural transit options, so that public transportation is considered an option for all, not a necessity for some.

#### 2. Issues

This grant agreement must be signed before the start of FY2024, or else we will lose the funding. In addition, I do not have an RFP finalized, but will have it available by next week to publish.

#### 3. Financial Impact

Allegany County, through the Department of Economic and Community Development, has committed \$6,000.00 to fund the study. This was approved by the Director.

#### 4. Alternatives

None.

#### 5. Other Considerations

Besides the approval of the grant agreement, I am asking the Allegany County Board of Commissioners to provide approval for our Department to publish the RFP the following week.

#### 6. Conformity to County Policy

This grant agreement conforms to County Policy, as will the subsequent RFP and public bid process.

#### 7. Recommendation

To approve the motion signing the grant agreement and providing approval to publish the subsequent RFP.