

**Public Business Meeting
Agenda**

Thursday, April 20, 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**
 - A. First Preliminary Budget Presentation Public Hearing - Jason M. Bennett, CPA, County Administrator
 - B. Maryland Recovery Housing Program Funding - Archway Station Recovery Housing Project - David Nedved
- 7. Action Agenda**
 - A. MOU with LaVale Sanitary Commission - Adam Patterson
 - B. Announcement and Publication of a RFP for the Development of Market-Rate Housing for the Old Allegany High School Site - Adam Strott
- 8. Consent Agenda**
 - A. Code Enforcement Fine Schedule - **Resolution 23-8**
 - B. Maryland Recovery Housing Grant Application for Archway Station Recovery Housing Project - **Resolution 23-9**
 - C. Rules & Regulations Governing Employees of Allegany County - **Resolution 23-10**

- D. Columbia Gas Right of Way Agreement for Moss Avenue
- E. Old Allegany High School Field Use Agreement w/ Braddock Warriors
- F. Renewal of Operation and Maintenance Agreement with LaVale Athletic Association for Holly Avenue and Lion's Field
- G. Memorandum of Understanding between Allegany County Detention Center and Family Crisis Resource Center, Inc.
- H. Request a Public Hearing on Transit Capital and Operational Funding
- I. 2023 Thomas Automotive Wing-Off & Music Festival
- J. 2023 Frostburg Elks Derby Day Sponsorship
- K. Cumberland Skate Park - ARPA Funds Award
- L. Wireless Infrastructure Upgrade - Bid Award to CONXX, Cumberland, MD

9. Public Comment

10. Reports

- A. County Administrator
- B. County Attorney

11. Commissioner Comments

12. Reminders/Upcoming Meetings

- A. NEXT MEETING - May 11, 2023, 5:00 PM

13. Adjournment

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

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: First Preliminary Budget Presentation Public Hearing -
Jason M. Bennett, CPA, County Administrator
Supporting Documents: Yes

1. Summary of Request

Following the preliminary budget work session, held on Thursday, April 13th, this is the first draft of the FY24 budget for review and comment.

2. Financial Impact

Various impact through the county.

3. Recommendation

Thorough review and consideration of all aspects of the budget.

**Public Business Meeting
Item Summary Report**
Department: Economic & Community Development

To: Allegany County Commissioners
From: David Nedved, Representative
Subject: Maryland Recovery Housing Program Funding - Archway
Station Recovery Housing Project - David Nedved
Supporting Documents: Yes

1. Summary of Request

The Maryland Recovery Housing Program (RHP) is a federally funded program designed to assist county governments with the provision of stable, temporary housing for individuals in recovery from a substance-use disorder. The State has \$2,975,584 available for this competitive funding round.

The Maryland Recovery Housing Program is funded with Community Development Block Grant funds from the United States Department of Housing and Urban Development and will be managed by the Maryland Department of Housing and Community Development through the Office of Community Development Programs in the Division of Neighborhood Revitalization.

Persons in recovery from a substance-use disorder are in the process of changing to improve their health and wellness, live a self-directed life, and strive to reach their full potential. The intent of the Maryland Recovery Housing Program is to support persons in recovery by providing stable temporary housing. Archway Station's Recovery Housing Project is for women moving from treatment facilities to recovery housing who will reunite with their children. The applicant has to be a county government. Therefore, the Allegany County Commissioners will be the applicant with Archway Station, Inc. being the subrecipient. The Allegany County Commissioners propose to submit an application to the Maryland Department of Housing and Community Development by the May 12, 2023 deadline for a \$350,000 Maryland Recovery Housing Program Grant. This would pay for part of the acquisition of a building for the project.

If awarded, a Maryland Recovery Housing Program Grant would cover \$350,000 towards the acquisition cost of a building for the project. Archway Station, Inc. would be responsible for securing any additional funding needed for the project. There would be no financial impact to Allegany County except for any costs related to the application for grant funding and administration of the grant funding.

2. Financial Impact

N/A

3. Recommendation

Please schedule the Maryland Recovery Housing Program Grant public hearing for the April 20, 2023, Allegany County Commissioners' public meeting.

NOTICE OF PUBLIC HEARING

Maryland Department of Housing and Community Development

Maryland Recovery Housing Program Grant

Board of County Commissioners of Allegany County, Maryland

The Allegany County Commissioners will conduct a Public Hearing to obtain the views of citizens on the submission of an application to the Maryland Recovery Housing Program on behalf of Archway Station, Inc. Citizens will have the opportunity to discuss the proposed recovery housing project for women moving from treatment facilities to recovery housing who will reunite with their children.

The hearing will be held in the Allegany County Commissioners' Public Meeting Room 100, 701 Kelly Road, Cumberland, MD, at 5 p.m. on Thursday, April 20, 2023. **The draft application will be available for the public to review and to provide comments beginning Monday, April 17, 2023, until Friday, April 28, 2023**, during normal business hours at the Allegany County Department of Economic and Community Development, 701 Kelly Road, Suite 400, Cumberland, MD.

For the **ARCHWAY STATION RECOVERY HOUSING PROJECT**, the Allegany County Commissioners propose to submit an application to the Maryland Department of Housing and Community Development by May 12, 2023, the deadline for a Maryland Recovery Housing Program.

The Maryland Recovery Housing Program (RHP) is a federally funded program designed to assist county governments with the provision of stable, temporary housing for individuals in recovery from a substance use disorder. The State has \$2,975,584 available for this competitive funding round.

The Maryland Recovery Housing Program is funded with Community Development Block Grant funds from the United States Department of Housing and Urban Development and will be managed by the Maryland Department of Housing and Community Development through the Office of Community Development Programs in the Division of Neighborhood Revitalization.

Persons in recovery for a substance use disorder are in the process of changing to improve their health and wellness, live a self-directed life, and strive to reach their full potential. The intent of the Maryland Recovery Housing Program is to support persons in recovery by providing stable temporary housing.

Efforts will be made to accommodate the disabled and non-English speaking residents with at least three days' advance notice to David Nedved at 301-876-9513.

David J. Caporale, President
Board of County Commissioners
of Allegany County, Maryland

April 15, 2023



Archway Station, Inc.

Administrative Offices:
45 Queen St.
Cumberland, MD 21502
301-777-1700



ARCHWAY STATION SEEKS CDBG FUNDING April 17, 2023

The State of Maryland CDBG Program has issued a request for proposals under the Maryland Recovery Housing Program (RHP) to assist county governments with the provision of stable, temporary housing for individuals in recovery from a substance use disorder.

In collaboration with the Maryland Behavioral Health Administration (BHA) the Department of Housing and Community Development determined the greatest need across the state is recovery housing for women with children. Additionally, it was determined that a primary barrier to the provision of recovery housing is the cost of property acquisition. Therefore, these State RHP funds will be targeted specifically for the acquisition of property to use as recovery housing for women with children.

Archway Station is a non-profit 501-c(3) and has requested that the county make application for funds to purchase a property in Allegany County to be used as a recovery house for women with children. Archway Station seeks an amount up to \$350,000 from this CDBG funding to establish such a program in the County. Archway Station currently operates housing under BHA for Residential Rehabilitation Programs (RRP) serving adult males and females with 30 beds. Archway Station further operates Developmental Disability (DDA) services for 14 individuals. Archway Station has secured past funding to establish an Oxford Recovery House which will be opening in the latter part of 2023.

Archway Station will acquire a property that meets the objectives of the program and will staff the program appropriately as is the case in the RRP services already provided by the agency. The agency will follow all established policies and procedures outlined in the Recovery Housing Program RFP. The application is due by May 12, 2023 to DHCD.

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

To: Allegany County Commissioners
From: Pamela Diaz, Deputy Director
Subject: MOU with LaVale Sanitary Commission - Adam Patterson
Supporting Documents: Yes

1. Summary of Request

LaVale Sanitary was approved for a SRF loan from MDE for the LaVale Water Main Project. MDE is requiring Allegany County to be the responsible party for the loan. A MOU agreement between Allegany County and LaVale Sanitary detailing the arrangement needs to be approved and signed.

2. Financial Impact

Allegany County will record the MDE loan on its financial records. The County will pay the annual debt service payments to MDE and invoice LaVale Sanitary for the annual payments. LaVale Sanitary will be responsible for collecting the debt service payment fees from their customers.

3. Recommendation

Recommended Action - County Commissioners agree to approve and sign the MOU

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter “Agreement” or “MOU”) made this __ day of April 2023, by and between the **LaVale Sanitary Commission** (hereinafter “Commission”) and **County Commissioners of Allegany County** (hereinafter the “County”). The Commission and County are collectively referred to as “the Parties.”

WHEREAS, the Commission is engaged in a project with the County for the replacement of aging water and sewer transmission lines along Wills Creek and the Route 40 corridor in Allegany County, said project being designated as Contract S-91, (the “Project”).

WHEREAS, the Commission received a funding package from the Maryland Department of the Environment (“MDE”) for the waterline portion of the Project.

WHEREAS, the County received grant funding from MDE for the sewer line portion of the Project.

WHEREAS, MDE will issue a SRF loan to the County for the Commission’s share of the Project.

WHEREAS, each MDE Disbursement Request Form will be signed by the Commission and countersigned by the County and submitted to Emmanuel Osadebe and Jerry Warner or their designated replacements, both at MDE.

WHEREAS, the Parties wish to outline their agreement for payment of contractor invoices during and at the conclusion of the Project.

THE PARTIES AGREE:

1. The Commission shall:
 - a. Assist the County in management of the Project; and
 - b. Receive, review and evaluate all applications for payment from contractors hired to complete the Project; and
 - c. Determine what portion of each payment application is for the waterline and sewer line portions of the Project; and
 - d. Make payment to contractors as appropriate for all work completed on waterline portions of the Project; and
 - e. Transmit to the County all portions of pay applications determined to be for work completed on sewer line portions of the Project; and
 - f. Will be responsible for billing and collecting debt service fees from their customers; and
 - g. Will record an asset “LaVale Water Main” and a liability “Due to County”.

2. The County shall:

- a. Make payment to contractors as appropriate for all work completed on sewer line portions of the Project; and
- b. Will receive the loan proceeds and, in turn, disburse the funds to Commission in order to cover their share of the construction cost; and
- c. Will bill the Commission for the annual principal and interest due on an annual basis; and
- d. Will record an asset "Due from the Commission" and a liability "MDE Loan Payable".

3. Term. This MOU shall become effective upon the date shown above and shall be terminated upon the completion, final payment, and Maryland Department of the Environment's payment approval for work performed on the Project.

4. Modification. This MOU shall only be modified by written agreement from the Parties.

WITNESS


BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND

BY: _____
David J. Caporale
President

WITNESS

LAVALE SANITARY COMMISSION

_____

BY: _____
David S. Wendt
Director of Operations

Public Business Meeting
Staff Report
Department: Economic & Community Development

To: Jason M. Bennett, CPA, County Administrator
From: Adam Strott, Economic Development Specialist
Date Prepared: April 17, 2023
Meeting Date: April 20, 2023
Subject: Announcement and Publication of a RFP for the Development of Market-Rate Housing for the Old Allegany High School Site - Adam Strott
Supporting Documents: Yes

1. Background

As a means of incentivizing new, market-rate housing, the Allegany County Department of Economic and Community Development (ECD) is pursuing a strategy of cost savings for local homeowners by leveraging existing, county-owned land, and absorbing the costs of infrastructure and neighborhood building. Due to the inherently high cost of construction, both in material and labor, using an HOA model and covering the costs of site development will lower the per unit cost so that new housing is affordable for the average family in Allegany County, while attracting a qualified speculative housing developer or developers. In addition, the cost difference will potentially attract new residents and households from other states or other jurisdictions within the State of Maryland. As such, the ECD is proposing the announcement and publication of an RFP to identify and select a developer or multiple developers to build over 100 units of new, market-rate housing on the Old Allegany High School Site.

2. Issues

The cost of new construction has ballooned in the past two years, driven mainly by pandemic related labor and supply chain shortages. As such, the Maryland Department of Housing and Community Development has capped the development of public housing projects for townhomes at \$233.00 per square foot, which, for market rate housing, would result in \$349,500 in construction costs for a 1,500 square foot townhome. As it stands, our current market can not support these construction costs. However, after conferring with multiple real estate agencies, new units priced between \$200,000 to \$250,000 are in extremely high demand and low supply. In order to meet this price range, the RFP states that the County will take on the cost of building infrastructure and other community assets, such as sidewalks.

3. Financial Impact

The total cost estimate of developing the site so that it is build-ready will be \$3,934,364.50. Currently, the County has \$1,147,387.00 remaining in strategic demolition funds from the State to engage in site development. In addition, ECD is requesting additional funding through the George C. Edwards Economic Development Fund. Finally, ECD is scheduled to meet with the Maryland Department of Housing and Community Development at the end of this month to determine if there is interest from the state to help fund additional infrastructure development for this project. The County can also mitigate some costs by requesting that the City of Cumberland provide a main water line extension and passing the per unit tap fees to the developers. Final costs to County could range from a minimum of \$430,000 to \$1,000,000.

4. Alternatives

None

5. Other Considerations

None

6. Conformity to County Policy

This bid process conforms to Allegany County's Procurement Policy. The RFP will be advertised on the county website and listed on the eMaryland Marketplace website to encourage the competitive bid process on a national and regional scale. The RFP will be published on April 21st, 2023, pending approval from County Commissioners. Proposals will be accepted until the close of business on July 17th, 2023 and a review committee will receive proposals and announce the contract award on August 4th, 2023.

7. Recommendation

Approve the motion to authorize the presented RFP for the redevelopment of the Old Allegany High School Site for new market-rate housing.

**Public Business Meeting
Item Summary Report**
Department: County Attorney

To: Allegany County Commissioners
From: Ramon Rozas III, Assistant County Attorney
Subject: Code Enforcement Fine Schedule - **Resolution 23-8**
Supporting Documents: Yes

1. Summary of Request

The proposed fine schedule is to update and better define the previous fine schedule (Resolution 98-13.) The proposed changes will now correlate with the civil infraction class violations outlined in §354-4.

2. Financial Impact

N/A

3. Recommendation

Recommendation to approve.

RESPONSIBLE PARTY

A landowner, tenant, or any other person lawfully in possession of any real property upon which is located any junk or any person who is the current or most recent owner of any personal property meeting the definition of "junk."

§ 354-3. Junk removal.

- A. No public right-of-way in the unincorporated area of the County shall be used for the storage of junk. No lot or parcel of land in the unincorporated area of the County shall be used for the storage of junk unless that lot or parcel of land is part of a licensed salvage yard; or unless the junk is stored within an enclosed structure; or unless such activities are directly related to the daily operations of a lawfully operating business, and shall only apply to materials located at the principle location of said business.
- B. It shall be the obligation of the responsible party to properly store, dispose of, or arrange for the disposal of any junk located on privately owned property; or junk located on publicly owned property.
- C. It shall be the responsibility of the Maryland State Police or duly authorized police agency to remove and dispose of abandoned vehicles located on publicly dedicated rights-of-way or other public property, in accordance with the Transportation Article, § 25-201 et seq., of the Annotated Code of Maryland.

§ 354-4. Enforcement; violations and penalties.

- A. The Codes Inspector shall require the responsible party to remove or properly store any junk located on private property, or junk on public property, by written notice which shall give a thirty-day period for compliance. The Codes Inspector shall have the authority to enter upon and inspect any property other than enclosed structures when the County has probable cause to believe that junk is located thereon. This authority includes the right to make a pictorial record of any junk and to measure the extent of any violation. The County Sheriff shall assist with this inspection upon request. The Code Official may commence abatement action or issue a civil citation in lieu of sending a thirty-day notice in cases where previous violations for the same owner and property were subject to similar enforcement action.
- B. Any responsible party given proper notice who does not comply within the thirty-day period given shall be subject to the County abating, at the owner's cost, by court order or by administrative hearing provided by the County, the violation and/or be issued a civil citation, and/or criminal summons subject to the County abating, at the owner's cost, pursuant to authority granted by Article 25B, § 13C and Article 25, § 122A, of the Annotated Code of Maryland. The following violations are deemed to be civil infractions:
 - (1) Class A: The storage of junk, as defined herein, which may include one inoperable, dismantled, partially dismantled or deteriorated vehicle as part of the junk, on site, and the owner does not abate the violation within 30 days of receipt of the notice to abate the violation.
 - (2) Class B: The storage of junk, as defined herein, which includes between two and five inoperable, dismantled, partially dismantled or deteriorated vehicles as part or all of the junk, on site, and the owner does not abate the violation within 30 days of receipt of the notice to abate the violation.
 - (3) Class C: The storage of junk, as defined herein, which includes six or more inoperable, dismantled, partially dismantled or deteriorated vehicles as part or all of the junk, on site, and the owner does not abate the violation within 30 days of receipt of the notice to abate the violation.

RESOLUTION NO. 23-8

WHEREAS, the Allegany County Commissioner have passed Chapter 354 of the Allegany Code, setting forth the regulation of abandoned vehicles and junk in the unincorporated areas of Allegany County to include civil infraction procedures pursuant to Annotated Code of Maryland, effective August 8, 1998; and

WHEREAS, pursuant to Section 354(B), the Allegany County Commissioners are required to establish a schedule of fines from time to time by resolution for certain civil infractions; and

WHEREAS, the Allegany County Department of Planning and Zoning has proposed a graduated system of fines to be used in conjunction with Chapter 354 as well as other land use laws which may be amended to incorporate civil infraction procedures hereafter.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Allegany County, Maryland, that civil infractions as may be defined and classified in the Allegany County Code shall result in fines as follows:

<u>Class of Violation</u>	<u>Fine</u>
A.....	\$100.00
B.....	\$250.00
C.....	\$500.00
2 nd Violation Within 2 Years Of the First.....	\$1000.00

AND BE IT FURTHER RESOLVED that this Resolution shall take effect on the July 1, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ALLEGANY COUNTY, MARYLAND

ATTEST:

David J. Caporale

Linda A. Simpson, Clerk

Creade V. Brodie, Jr.

William R. Atkinson

Public Business Meeting
Staff Report
Department: Economic & Community Development

To: Jason M. Bennett, CPA, County Administrator
From: David Nedved, Representative
Date Prepared: April 17, 2023
Meeting Date: April 20, 2023
Subject: Maryland Recovery Housing Grant Application for Archway Station Recovery Housing Project - **Resolution 23-9**
Supporting Documents: Yes

1. Background

The Maryland Recovery Housing Program (RHP) is a federally funded program designed to assist county governments with the provision of stable, temporary housing for individuals in recovery from a substance use disorder. The State has \$2,975,584 available for this competitive funding round.

The Maryland Recovery Housing Program is funded with Community Development Block Grant funds from the United States Department of Housing and Urban Development and will be managed by the Maryland Department of Housing and Community Development through the Office of Community Development Programs in the Division of Neighborhood Revitalization.

Persons in recovery for a substance use disorder are in the process of changing to improve their health and wellness, live a self-directed life, and strive to reach their full potential. The intent of the Maryland Recovery Housing Program is to support persons in recovery by providing stable temporary housing.

Archway Station's Recovery Housing Project is for women moving from treatment facilities to recovery housing who will reunite with their children. The applicant has to be a county government. Therefore, the Allegany County Commissioners will be the applicant with Archway Station, Inc. being the subrecipient.

The Allegany County Commissioners propose to submit an application to the Maryland Department of Housing and Community Development by the May 12, 2023 deadline for a \$350,000 Maryland Recovery Housing Program Grant. This would pay for part of the acquisition of a building for the project.

2. Issues

As part of the Maryland Recovery Housing Program Grant application process, a Resolution must be authorized allowing the submission of the application.

3. Financial Impact

If awarded, a Maryland Recovery Housing Program Grant would cover \$350,000 towards the acquisition cost of a building for the project. Archway Station, Inc. would be responsible for securing any additional funding needed for the project. There would be no financial impact to Allegany County except for any costs related to the application for grant funding and administration of the grant funding.

4. Alternatives

N/A

5. Other Considerations

N/A

6. Conformity to County Policy

N/A

7. Recommendation

For the April 20, 2023 public meeting, please place the attached Resolution authorizing the signing and submission of the Maryland Recovery Housing Program Grant application on the Consent Agenda for signature by the Commissioners. The Resolution also authorizes, if the funds are awarded, the signing by the President of the Board of County Commissioners a Grant Agreement with the Maryland Department of Housing and Community Development for Maryland Recovery Housing Program Grant funding in an amount up to \$350,000 for the Archway Station's Recovery Housing Project. The Allegany County Commissioners will be the applicant and Archway Station, Inc. will be the subrecipient.

RESOLUTION 23-9

WHEREAS, the State of Maryland, through the Department of Housing and Community Development, has solicited applications from eligible jurisdictions to apply for funding under the Maryland Recovery Housing Program Grant; a program through the Maryland Community Development Block Grant Program; and

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, is eligible to apply for funding through the Maryland Department of Housing and Community Development; and

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, has held the required public hearing related to the formulation of Allegany County's Maryland Recovery Housing Program Grant Application; and

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, understand and acknowledge that they would be responsible for completion of grant activities and any corrective actions including the repayment of funds if necessary;

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

- 1) Authorize and empower the President of the Board of County Commissioners to execute any and all documents required for submission of an application for the Maryland Recovery Housing Program Grant funds in the amount of \$350,000 for the Archway Station's Recovery Housing Project.
- 2) Authorize the Allegany County Department of Economic and Community Development to submit said application for the Maryland Recovery Housing Program Grant funds in the amount of \$350,000 for the Archway Station's Recovery Housing Project to the Maryland Department of Housing and Community Development.
- 3) Authorize the President of the Board of County Commissioners to sign a Grant Agreement with the Maryland Department of Housing and Community Development for the Maryland Recovery Housing Program Grant funding in an amount up to \$350,000 for the Archway Station's Recovery Housing Project.
- 4) Authorize the President of the Board of County Commissioners to execute any and all other documents required to amend the Grant Agreement with the Maryland Department of Housing and Community Development for the Maryland Recovery Housing Program Grant funding for the Archway Station's Recovery Housing Project.

- 5) That this Resolution shall become effective on this 20th day of April, 2023.

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

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

Linda A. Simpson, County Clerk

William R. Atkinson, Commissioner

**Public Business Meeting
Item Summary Report**
Department: Human Resources

To: Allegany County Commissioners
From: Kristi Liller, Director
Subject: Rules & Regulations Governing Employees of Allegany
County - **Resolution 23-10**
Supporting Documents: Yes

- 1. Summary of Request**
Approval of job description for the position of Victim Witness Coordinator with Allegany County
Office of the State's Attorney
- 2. Financial Impact**
Grade 104 - Salary Range \$38,760 - \$73,644
- 3. Recommendation**
N/A

VICTIM WITNESS COORDINATOR OFFICE OF THE STATE'S ATTORNEY

SUMMARY

The Office of the State's Attorney is seeking to fill the position of Victim/Witness Coordinator. This position will be responsible for serving victims and witnesses of crime and working closely with Assistant State's Attorneys throughout the office to serve victims and witnesses throughout the trial process. This is a supervisory position.

ESSENTIAL TASKS

(These are intended 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.)

Identifying, contacting, and working with victims and witnesses of crimes

Maintaining on-going communication with victims and witnesses to ensure understanding of the process and the importance of appearance in court, including but not limited to explaining the judicial process and their rights throughout the judicial process as well as emphasizing the importance of appearing in court to testify.

Determining if the victim and/or witness is in immediate danger. If the victim and/or witness is in immediate danger, the advocate will work to find appropriate solutions for the situation.

Coordinating court appearances including arranging transportation, arranging for any special accommodations, coordinating care with any personal care attendants, and updating victims and or their personal care attendants on court dates.

Accompanying victims and witnesses to court

Assisting with applications for restitution and/or compensation (i.e. Criminal Injuries Compensation Board)

Helping victims enroll in VINE (Victim Information and Notification Everyday). VINE is an automated notification system that calls or emails enrolled victims to notify them of upcoming court dates. The system also notifies victims if the offender in the case is released, escapes or transfers or if they are eligible for parole, have an upcoming parole hearing, have an upcoming change in supervision, etc.

Assisting victims with Victim Impact Statements to be read before the Judge at sentencing

Referring victims and witnesses to outside social services for which they may be eligible such as Social Security, Medicare/Medicaid, child support, etc.

Referring victims and witnesses to counseling, substance abuse/mental health treatment, and similar services

The advocate will also be tasked with creating and maintaining an up-to-date list of resources available to individuals with disabilities in Allegany County.

Attending trainings to further develop the skills and best practices for an advocate

Supervising Victim Witness Advocates

Maintaining statistics on the number of victims assisted and the resources provided to each

Facilitating training for advocates and staff related to victim/witness issues

Further the office's commitment to a team-oriented environment

Collaborate with other supervisors within the office and administration to further the development of the office and staff.

EDUCATION/EXPERIENCE

A Bachelor's degree is preferred, majors would include social work, criminal justice, psychology, sociology or a related field or 6 years or more experience working with victims of crime. A comparable amount of training and experience may be substituted for the minimum qualifications. Applicants must have either completed or be willing to attend the Roper Victim Assistance Training Academy and obtain their Maryland Victim Assistance Certification within one year of their date of hire.

QUALIFICATIONS

Experience in the criminal justice system and/or working for a law enforcement or public safety agency is preferred. Applicants must be able to establish and maintain effective working relationships with community members, law enforcement professionals, courtroom staff, coworkers and members of the public. Applicants must be able to multi-task and work in stressful, fast-paced situations. Basic computer skills including proficiency in Microsoft Office required. Selected candidates will be required to submit to drug and alcohol testing as well as a criminal background check before starting employment.

KNOWLEDGE, SKILLS, AND ABILITIES

Working knowledge of Microsoft Office, Google Apps including drive, sheets and docs. Strong organizational and writing skills, be detail oriented and be able to work at a consistently high volume. Knowledge of legal terminology and the criminal justice system and being commissioned as or able to be commissioned as a Notary in the State of Maryland is **STRONGLY** preferred. Have a good working relationship with all attorneys, law enforcement officials and judicial system employees.

Rev. 04/2023

RESOLUTION
No. 23-10

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 Victim Witness Coordinator with Allegany County Office of the State’s Attorney.

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 23rd of March, 2023.

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

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

William R. Atkinson, Commissioner

ATTEST:

Linda A. Simpson, Clerk to the County Commissioners

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Adam Patterson, Director
Date Prepared: April 13, 2023
Meeting Date: April 20, 2023
Subject: Columbia Gas Right of Way Agreement for Moss Avenue
Supporting Documents: Yes

1. Background

Columbia Gas desires to install a gas service line across 11613 Moss Avenue, which is owned by Allegany County and was acquired through a flood buyout in 1985. Columbia Gas is requesting a right of way agreement to be signed between Allegany County and Columbia Gas.

2. Issues

None.

3. Financial Impact

None.

4. Alternatives

Do not sign the right of way agreement with Columbia Gas.

5. Other Considerations

None.

6. Conformity to County Policy

Conforms to County Policy.

7. Recommendation

Sign the right of way agreement for 11613 Moss Avenue with Columbia Gas.

Account Identifier: 06-016952 Premises Address: Moss Avenue Map/Parcel/Town: 002P/0142/0010	Land Record No. _____ Job Order No. 21-0215332-00
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RIGHT-OF-WAY

THIS RIGHT-OF-WAY AGREEMENT (“Agreement”) is made by and between **Allegany County Commissioners**, with a mailing address of 701 Kelly Road, Suite 214, Cumberland, MD 21502-3401 (“Grantor”, whether singular or plural) and **COLUMBIA GAS OF MARYLAND, INC.**, a Delaware corporation, with principal offices at 121 Champion Way, Suite 100, Canonsburg, PA 15317 (“Grantee”).

GRANT. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right to:

1. construct, operate, maintain, replace, repair, alter the size, upgrade, and remove or abandon in place, pipelines and appurtenant equipment, together with valves, service lines and connections and lateral lines and connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection on, over and across the Right-of-Way (defined below);
2. perform pre-construction work;
3. ingress to and egress from the Right-of-Way (defined below) by means of existing or future roads and other reasonable routes on the Premises (defined below) and on Grantor’s adjoining lands; and
4. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to (a) clear the Right-of-Way (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind, and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the Right-of-Way (defined below) by various means ((a) and (b) together shall collectively be known as “Encroachments”)

on, under, across and through Grantor’s property situated in Election District No. 6, Allegany County, Maryland, containing 0.22 acres, more or less, and more particularly described in Deed Book 553, Page 956, dated December 26, 1985, as recorded in the Land Records of Allegany

County, Maryland on December 27, 1985 (hereinafter referred to as "Premises").

The pipelines laid pursuant to the terms of this Agreement are to be located within the limits of a twenty (20) foot wide permanent easement ("Right-of-Way"). The Right-of-Way shall be centered on the pipelines as installed and extend to the property limits where intersections with property boundaries occur.

Grantor may use and enjoy the Right-of-Way, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Right-of-Way that will, in any way, interfere with the use and enjoyment of the Right-of-Way by Grantee. Grantor shall not change the depth of cover in the Right-of-Way; conduct grading operations within the Right-of-Way; permit the dumping of refuse or waste in the Right-of-Way; nor operate heavy machinery or equipment in the Right-of-Way, except as may be consented to in writing by Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation and replacement of said pipelines to as near as practical to the Premises' original condition, except as provided herein. Grantor and Grantee agree that any damage to the Premises outside of the Right-of-Way that cannot be agreed upon by the Grantor and Grantee shall be submitted to a mutually agreed upon Mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) neither the Premises, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Right-of-Way for Grantee's intended use; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Right-of-Way.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantor will execute and deliver to Grantee such documents and will take such further action as may be reasonably requested by Grantee to carry out the purposes of this Agreement, including, but not limited to, any permit applications, zoning applications, request for special use permits or any other document or form that may be required by any governmental agency or other entity for Grantee's proposed use of the Right-of-Way.

The rights, privileges and terms hereby shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors and assigns.

(Remainder of page intentionally left blank. Signature page to follow.)

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Adam Patterson, Director
Date Prepared: April 14, 2023
Meeting Date: April 20, 2023
Subject: Old Allegany High School Field Use Agreement w/ Braddock Warriors
Supporting Documents: Yes

1. Background

The Braddock Warriors football team have requested use of the fields and parking lot for their upcoming football season.

2. Issues

N/A

3. Financial Impact

No financial impact.

4. Alternatives

Do not enter in to the field use agreement.

5. Other Considerations

N/A

6. Conformity to County Policy

Conforms to County policy.

7. Recommendation

Approve the Field Use Agreement between the Braddock Warriors and Allegany County for the use of the old Allegany High School fields and parking lot and have the President of the County Commissioners sign the agreement.

OLD ALLEGANY HIGH SCHOOL SPORTS FIELDS

FIELD USE AGREEMENT

THIS FIELD USE AGREEMENT ("Agreement"), made this ____ day of _____ 2023, by and between the ALLEGANY COUNTY COMMISSIONERS, party of the first part hereinafter called the "COUNTY", and the Braddock Warriors Football Team, under the auspice of the LaVale Athletic Association, an incorporated association, party of the second part, hereinafter called the "LOCAL SPONSORS."

WHEREAS, the COUNTY the County is the owner of six (6) tracts of land in the City of Cumberland, Maryland known as Old Allegany High School Sports Fields, situated on Sedgwick Avenue, containing 6.8 acres, more or less, and;

WHEREAS, the Braddock Warriors are in need of a fields to practice and play football and parking.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the covenants and agreements herein contained and to accomplish the end sought, it is mutually understood and agreed as follows:

1. This agreement shall continue in full force from April 21, 2023 until November 30, 2023.
The COUNTY has future plans to develop this property which will affect long term use of this property by the LOCAL SPONSORS.
2. The LOCAL SPONSORS shall have the responsibility for and shall plan, develop, maintain, operate, regulate and control the parcel of land acquired and held in record title ownership of the COUNTY, subject to this agreement. The LOCAL SPONSORS shall have the responsibility for the operation, supervision, reservation and scheduling of the use of the land. The LOCAL SPONSORS further agree that it will not grant to anyone, private or public, the use of such land or any rights in such land without the consent of the COUNTY and that no change will be made in the intended use of any portion of the land or facility without the consent of the COUNTY.
3. That prior to the initiation of the development or improvement of the land subject to this agreement the LOCAL SPONSORS SHALL submit written notice to the COUNTY of any action to change the use of the subject property and receive approval from the COUNTY before any action is taken.
4. Early Termination. Either party to this Agreement shall have the right to terminate this Agreement for gross failure to perform without cause, after providing 30 days' notice and a right to cure. Either party will have the right to early termination of this Agreement by the written agreement of both parties.
5. LOCAL SPONSORS must provide to the COUNTY a comprehensive general liability insurance coverage package in the amount of \$1,000,000. The certificate of insurance must list Allegany County Board of Commissioners as additional insured. Liability Insurance Coverage must be submitted and approved by the County before the LOCAL SPONSORS utilize the fields.
6. The COUNTY represents that it has full power and authority to appoint the LOCAL SPONSORS as its agent for the purpose of operating and maintaining the **OLD ALLEGANY HIGH SCHOOL SPORTS FIELDS**.

7. The SPONSORS agree to indemnify, defend and hold harmless the Allegany County Commissioners and its employees from any and all liability, loss, damage or expense that they may incur with use of the aforementioned fields.
8. The SPONSORS intend to use the field for football practices and games along with the existing parking lot and they shall be responsible for the safe operation of all activities associated with these events.

ATTEST:

ALLEGANY COUNTY COMMISSIONERS

COUNTY ADMINSTRATOR

PRESIDENT

ATTEST:

LOCALSPONSORS

BRADDOCK WARRIORS

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Krista Sweitzer, Office Assistant
Date Prepared: April 14, 2023
Meeting Date: April 20, 2023
Subject: Renewal of Operation and Maintenance Agreement with LaVale Athletic Association for Holly Avenue and Lion's Field
Supporting Documents: Yes

1. Background

The operation and maintenance agreement between Allegany County and LaVale Athletic Association for the Holly Avenue and Lion's fields has expired and needs to be renewed.

2. Issues

N/A

3. Financial Impact

No financial impact.

4. Alternatives

Do not enter into the operations and maintenance agreement with LaVale Athletic Association.

5. Other Considerations

N/A

6. Conformity to County Policy

Conforms to County policy.

7. Recommendation

Approve the operations and maintenance agreement between Allegany County and LaVale Athletic Association for Holly Avenue and Lion's fields.

HOLLY AVENUE RECREATION AREA AND LA VALE LIONS FIELD OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT ("Agreement"), made this _____ day of _____ 2023, by and between the ALLEGANY COUNTY COMMISSIONERS, party of the first part hereinafter called the "COUNTY", and the LaVale Athletic Association, an unincorporated association, party of the second part, hereinafter called the "LOCAL SPONSOR."

WHEREAS, the COUNTY the County is the owner of two tracts of land in the LaVale Election District of Allegany County known as the LaVale Lions Field, situated on Braddock Road, containing 8.33 acres, more or less, and Holly Avenue Recreation Area, situated on Holly Avenue, containing 6.67 acres, more or less. And;

WHEREAS, the aforesaid 15 acres shall be open to the general public, it is now deemed advisable to initiate a program through which permanent facilities can be constructed, operated and maintained providing recreational facilities and grounds to encourage wider public use and other good and valuable considerations.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the covenants and agreements herein contained and to accomplish the end sought, it is mutually understood and agreed as follows:

This agreement will apply to the **LaVale Lions Field & Holly Avenue Recreation Area** purchased by the COUNTY with State of Maryland Program Open Space Funds as evidenced by Deeds Liber 659 Folio 817 December 2, 1997, for Holly Avenue Recreation Area and Liber 499 Folio 458 dated, January 23, 1978 for Lion Field between the COUNTY and the Maryland Department of Natural Resources, a copy of which is attached hereto as Exhibit A (the "Property Deed").

1. This agreement shall continue in full force and for a period of **three (3) years until April 30, 2026**.
Upon termination of said period of time the party of the first part and the party of the second part shall have the option of renewal if said use agreement is deemed necessary for the daily operation and maintenance of the proposed acquisition and development of the **LaVale Lions Field & Holly Avenue Recreation Area**.
2. The LOCAL SPONSER shall have the responsibility for and shall plan, develop, maintain, operate, regulate and control the parcel of land acquired and held in record title ownership of the COUNTY, subject to this agreement. The LOCAL SPONSOR shall have the responsibility for the operation, supervision, reservation and scheduling of the use of the land and any facility constructed on it. The LOCAL SPONSOR further agrees that it will not grant to anyone, private or public, the use of such land or any rights in such land other than for public park purposes without the consent of the COUNTY and that no change will be made in the intended use of any portion of the land or facility

without the consent of the COUNTY.

3. During the term of this agreement, the LOCAL SPONSOR shall receive any and all rents and income from the use of buildings existing or hereinafter erected, from any and all concessions, licenses and franchise fees and revenues and from all improvements and facilities installed or constructed within said park land, provided that all such rents and income shall be applied only for park purposes within **LaVale Lions Field & Holly Avenue Recreation Area** and so long as the collection of said rent does not conflict with the State of Maryland Program Open Space Act.
4. That prior to the initiation of the development or improvement of the land subject to this agreement the LOCAL SPONSOR will submit written notice to the COUNTY of any action to change the use of the subject property. If the LOCAL SPONSOR intends to abandon the property as a public recreation facility, the LOCAL SPONSOR shall not transfer improvements and recreational equipment. If at that time it is deemed necessary, such recreational equipment shall be relocated, upon COUNTY's approval and at the LOCAL SPONSOR's expense, to a suitable site meeting "Program Open Space" requirements.
5. LOCAL SPONSOR and the COUNTY agree that the aforementioned land and facilities acquired administering the fund. Also, where assistance is received from the State of Maryland, that no change will be made in the intended use of any portion thereof without consent of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Fiscal Planning and the Director of the Maryland Office of Planning.
6. That the LOCAL SPONSOR agrees to keep any improvement constructed on the subject land in reasonable repair throughout the life of such improvements so as to prevent undue deterioration and not to discourage public use.
7. The LOCAL SPONSOR and the COUNTY further agrees that if federal funds are involved in whole or in part, for acquisition or development of the park land subject to this agreement, that the acquisition, development, use and disposal of such land shall be subject to the applicable Federal law and conditions of any Federal grant.
8. Should there be a disagreement as to any phase of operation, maintenance or use of the subject park area, said disagreement shall be resolved mutually between the party of the first part and the party of the second part within applicable Federal and State guidelines.
9. This agreement shall not be construed in any way to alter, amend, null, or void any terms

or conditions of the Project Agreement. The terms of the Project Agreement shall be incorporated herein, and be entry into this Agreement, the LOCAL SPONSOR agrees be bound by the terms and conditions of the Project Agreement.

10. The COUNTY represents that it has full power and authority to appoint the LOCAL SPONSOR as its agent for the purpose of operating and maintaining the **LaVale Lions Field & Holly Avenue Recreation Area**.

ATTEST: ALLEGANY COUNTY COMMISSIONERS

COUNTY ADMINSTRATOR

Jason M. Bennett

PRESIDENT

David J. Caporale

ATTEST: LOCALSPONSOR

SECRETARY

PRESIDENT

(Filed and REcorded May 7, 1998 @ 4:03 P.M.)

BOOK 659 PAGE 817
DEED

29 - 007616
29 - 007616
007624
007632
007640
007657
007667
007675

THIS DEED, made this 22nd day of December 1997, in the year one thousand nine hundred and ninety-seven by and between Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore, a corporation sole of the State of Maryland of the first part, and The Board of County Commissioners of Allegany County, Maryland of the second part.

WITNESSETH, that in consideration of the sum of One Hundred Seventy Thousand Dollars (\$170,000.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged the said party of the first part does grant and convey to the said party of the second part, its successors and assigns, in fee simple, all those lots of ground situated in Allegany County, State of Maryland and described as follows, that is to say:

All those lots, pieces or parcels of ground situated lying and being in what is known as the "Forest Glen Suburban Colony to Cumberland, Md.", located on the Southeasterly side of the National Turnpike about four and one-half miles westerly from the City of Cumberland in Allegany County, Maryland, which are known and designated as whole lots Nos. 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 70, 74, 75, 76, 77, 78 and 79 of said Addition as shown on the plat of the same which is recorded in Plat Case Box 56 in the Clerk of the Court's office of Allegany County, Maryland.

And also all those lots, pieces or parcels of ground situated lying and being in what is known as the "Forest Glen Suburban Colony to Cumberland, Md.", located on the southeasterly side of the National Turnpike about four and one-half miles westerly from the City of Cumberland in Allegany County, Maryland, which are known and designated as whole of lots Nos. 16, 50, 81, 82, 83, 84, 85 and 86 in said Addition as shown on the plat of the same which is recorded in Plat Case box 56 in the Clerk of the Court's office of Allegany County, Maryland.

54780 RRK
000100-0130

COMPARED AND MAILED / DELIVERED
William Ruda Esq

TO 39 Greene St Cumbr
.....
May 11 1998

Being the same lots of ground which by Deed dated July 20, 1957 and recorded among the Land Records of Allegany County in Liber JEB No. 290, folio 495 were granted and conveyed from Harry B. Simpson and Minnie Vee Simpson, his wife, unto Most Reverend Francis P. Keough, Roman Catholic Archbishop of Baltimore, a corporate sole. The said Cardinal William H. Keeler succeeded the Most Reverend Francis P. Keough and is the current Roman Catholic Archbishop of Baltimore.

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To have and to hold the said described lots of ground and premises to the said party of the second party, its successors and assigns, in fee simple, and further that this land is acquired under a State of Maryland grant from Program Open Space and may not be converted, without written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Fiscal Planning and the Director of the Office of Planning, from outdoor public recreation or open space use to any other use. Any conversion in land use may be approved only after the local governing body replaces the land with land of at least equivalent area and of equal recreational or open space value.

And the said party of the first party hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

BOOK 659 PAGE 819

WITNESS the names and seals of said parties and the signatures of their duly authorized representatives.

ATTEST/WITNESS:

Cardinal William H. Keeler,
Roman Catholic Archbishop of
Baltimore, a corporation sole

Myrtle Buchanan

William H. Keeler (SEAL)

The Board of County Commissioners
of Allegany County, Maryland

Donald L. Loar

By: Bernard L. Loar (SEAL)
Bernard L. Loar,
President

STATE OF MARYLAND; CITY/COUNTY OF BALTIMORE, TO WIT:

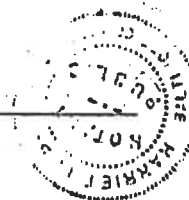
I HEREBY CERTIFY that on this 16th day of DECEMBER, 1997, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Cardinal William H. Keeler who acknowledged himself to be the Roman Catholic Archbishop of Baltimore, a corporation sole, and that he as Archbishop being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, his name as Archbishop and who did certify under oath that this conveyance is not part of a transaction involving the lease, sale, exchange or transfer of all or substantially all of the property and assets of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

9-1-99

Harriet L. Bacon
Notary Public



54780 RRK
000100-0130

STATE OF MARYLAND; CITY/COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1997, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Bernard L. Loar who acknowledged himself to be the President of The Board of County Commissioners of Allegany County, Maryland, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



David A. Covey
Notary Public

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned attorney who has been admitted to practice by the Court of Appeals of Maryland.

Robert R. Kern, Jr.

Agricultural Transfer Tax in the

N-A
Signature JOB

This is to certify that there are no taxes due on the within described property according to records in the Allegany County Tax Office.

May 6, 1998
R. Snyder

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Allegany County

JOB 5-7-98

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City & County: ALLEGANY CO.

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(☐ Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____																																																																			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1]	<input checked="" type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2] <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]																																																																		
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation State Transfer County Transfer <u>TRANSFER TO COUNTY</u>																																																																			
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APR. 29. 1998 6:27AM

GINGER MAE

NO. 0205 P. 2/3

BOOK 659 PAGE 822

(Filed and Recorded May 7, 1998 @ 4:03 P.M.)

Loan No: 0257-000-20582
 Borrower: JAMES R. SMITH AND LINDA T. SMITH, HUSBAND AND WIFE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, IRIS ROMBRO,
 EXECUTIVE VICE PRESIDENT of ATLANTIC FIRST MORTGAGE
 CORPORATION ("Company"), acting on behalf of the Company, have made, constituted,
 and appointed and by these presents do make, constitute, and appoint UNITED
 COMPANIES LENDING CORPORATION ("Assignee") as the Company's true and lawful
 agent and attorney-in-fact, for the Company and in the Company's name, place, and stead
 to execute, endorse, acknowledge, and deliver such documents and to take whatever action
 as such attorney-in-fact may deem necessary and appropriate for the purpose of negotiating,
 assigning, and transferring from the Company to Assignee mortgage notes, mortgages, deeds
 of trust, and other liens pertaining to or affecting the following described real property
 located in ALLEGANY County, MD:

SEE EXHIBIT "A" (LEGAL DESCRIPTION) ATTACHED HERETO AND INCORPORATED HEREIN FOR
 ALL PURPOSES.

which has the address of 124 OAK ST., CUMBERLAND, MD 21502. The Company
 hereby gives such attorney-in-fact full power and authority to do and perform all and every
 act and thing whatever requisite and necessary to be done in connection with the purpose
 stated herein as fully to all intents and purposes as the Company might or could do, hereby
 ratifying and confirming on behalf of the Company whatever such attorney-in-fact shall or
 may do by virtue hereof.

This Limited Power of Attorney shall remain in effect for the purpose stated herein
 until specifically revoked in writing. In the event this Limited Power of Attorney is filed or
 recorded, such written revocation must be similarly filed or recorded.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day
 of APRIL, 1998, in the capacity stated herein.

ATLANTIC FIRST MORTGAGE
 CORPORATION

By: IRIS ROMBRO

IRIS ROMBRO, EXECUTIVE VICE PRESIDENT
 (Typed Name and Title)

(R&A)\ndpoo.uci

RECORDING FEE 29.00
 TOTAL 29.00
 Reg# AL01 Rec# 41250
 RSM - PRL BIR # 660
 MAY 07, 1998 04:04 PM

KB
 COMPARED AND MAILED / DELIVERED
 Greg Gilly Esq
 TO 21 Prospect Sq. Cumb

..... May 11 19 98

APR. 29. 1998 6:27AM

GINGER MAE

NO. 0205 P. 3/3

BOOK 659 PAGE 823

CORPORATE ACKNOWLEDGMENT

State of MARYLAND
County of ANNE ARUNDEL

§
1

Before me, the undersigned authority, on this day personally appeared IRIS ROMERO
EXECUTIVE VICE PRESIDENT of ATLANTIC FIRST MORTGAGE
CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein
expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 28th day of APRIL,
1998.

Witness:

Witness:

Attest:

Seal


Notary Public

DENISE E. BENNETT

Typed Name

My commission expires: 10-1-99

Prepared by:
Robertson & Anschutz, P.C.
2425 West Loop South, Suite 800
Houston, Texas 77027-4207
(713) 871-9600

Return To:
GEPPERT, MCMULLEN, PAYE & GETTY
21 PROSPECT SQUARE
CUMBERLAND, MD 21502

UNITED COMPANIES LENDING CORPORATION
4041 ESSEN LANE, 4TH FLOOR
BATON ROUGE, LA 70809

(R&A)hdpou.uci

RECEIVED BY MAIL FROM CUMBERLAND, MD

LIBER 499 PAGE 458

(Filed & Recorded February 28, 1978 @ 11:00 A.M.)

THIS DEED, Made this 23rd day of January, 1978, by and between THE LAVALE LIONS FOUNDATION, INC., a Maryland Corporation, party of the first part, and THE COUNTY COMMISSIONERS OF ALLEGANY COUNTY, State of Maryland, a body politic, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the party of the first part does hereby give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns,

ALL that lot or parcel of ground situated on the Northwesternly side of Braddock Road, in LaVale, Election District #29, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron stake situated on the Northwesternly side of Braddock Road at the end of the 6th line of the property conveyed unto The LaVale Lions Foundation, Inc., by Mary H. Roberts by deed dated May 20, 1969, and recorded among the Land Records of Allegany County, Maryland, in Liber 430, folio 543; and running thence with the first line of said Roberts deed North 23 degrees 44 minutes West 140 feet; thence with the second line of said Roberts deed South 87 degrees 16 minutes West 50 feet; thence with the 3rd line of said Roberts deed extended North 23 degrees 50 minutes West 614 feet to the end of the 4th line of the Second Parcel in the deed from Percival Richard Wright and Dorothy F. Wright, his wife, dated August 13, 1962, and recorded among the Land Records of Allegany

LIBER 499 PAGE 459

County, Maryland, in Liber 350, folio 20; thence with the 4th, 3rd, and 2nd lines of said deed reversed, North 53 degrees 00 minutes East 205.5 feet; thence South 23 degrees 50 minutes East 61 feet; thence due East 328.6 feet to the Westerly side of Locust Street; thence with the 1st line of said Wright deed reversed and extended South 23 degrees 50 minutes West 688 feet; thence South 84 degrees 03 minutes West 385.2 feet; thence South 21 degrees 24 minutes East 87.8 feet to the Northwesterly side of Braddock Road; thence with the Northwesterly side of said Braddock Road South 87 degrees 16 minutes West 90 feet to the place of beginning, containing approximately 8.33 acres. A plat of said property is attached hereto and made a part hereof.

IT BEING all of the property conveyed unto The LaVale Lions Foundation, Inc., by the following two deeds. The first from Percival Richard Wright, et ux, dated August 13, 1962, recorded among the Land Records of Allegany County, Maryland, in Liber 350, folio 20; and the second from Gertrude R. Murray, et vir, dated August 13, 1962, recorded among the Land Records of Allegany County, Maryland, in Liber 350, folio 23; and BEING also portions of three properties conveyed unto The LaVale Lions Foundation, Inc., by the following three deeds. The first from Gertrude R. Murray, et vir, dated June 11, 1969, recorded among the Land Records of Allegany County, Maryland, in Liber 431, folio 264; second from Mary H. Roberts dated May 20, 1969, recorded among the Land Records of Allegany County, Maryland, in Liber 430, folio 543; and the third from Evelyn Clara Jewell dated October 7, 1969, recorded among the Land Records of Allegany County, Maryland, in Liber 435, folio 490; excepting the property conveyed unto the State Highway Administration of Md., by The LaVale Lions Foundation, Inc., by deed dated January 25, 1974, and recorded among said Land Records in Liber 468, folio 545.

USER 499 FILE 460

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

TO HAVE AND TO HOLD unto the Allegany County Commissioners, its successors and assigns, subject however to the condition that the premises conveyed herein shall be used solely for the use and benefit of the general public as a recreational area. In the event that this property ceases to be used for said recreational facilities, the title to said property shall revert and become vested in the LAVALE SANITARY COMMISSION, together with all permanent buildings and structures erected upon the premises.

The party of the first part hereby warrants specially the property herein granted and covenants that it is seized of the property hereby granted and that it will execute such further assurances of the property as may be requisite.

IN WITNESS WHEREOF, the party of the first part sets its hand and seal the day and year first above mentioned.

ATTEST:

THE LAVALE LIONS FOUNDATION, INC.

C.M. Zimmerman
Secretary

By

Paul J. Stein, Jr.
President (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 23rd day of January 1978, before me, a Notary Public, in and for the State and County aforementioned, personally appeared Paul J. Stein, Jr. President, representing The LaVale Lions Foundation, Inc., and acknowledged the foregoing deed to be the act

LIBER 499 PAGE 461

of said Corporation, and that he was duly authorized to execute the same.

WITNESS my hand and Notarial Seal.

M. M. Hartman
NOTARY PUBLIC



This property has been

EXEMPT

Francis G. Philpot
FRANCIS G. PHILPOT
Treasurer

29-1324
1528
1521
1534
2404

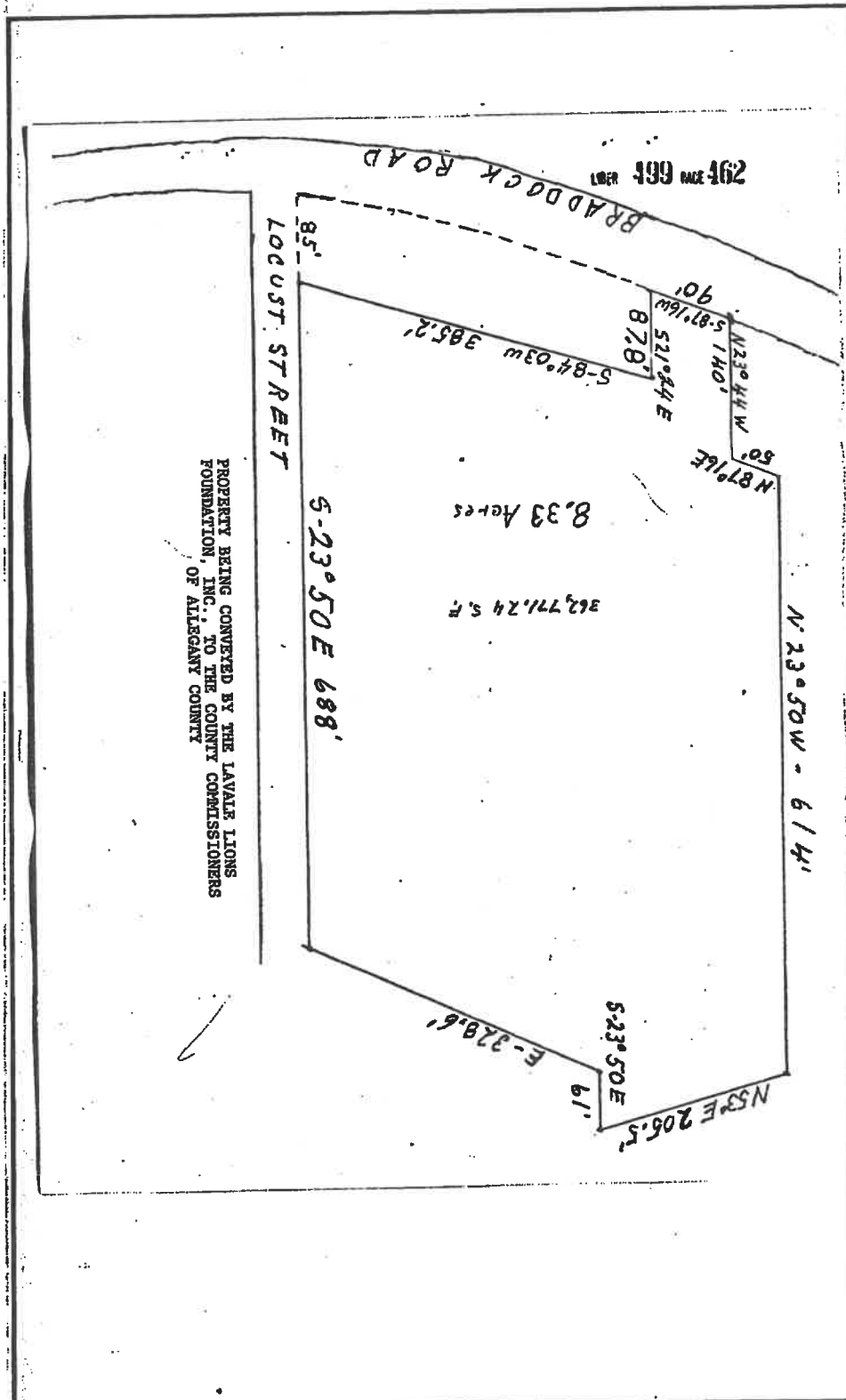
This is to certify that there are no taxes due on the within described property according to records in the Tax Office.

2/28/78
FRANCIS G. PHILPOT
Treasurer

29-2111

This is to certify that the property within described has been transferred to the Grantor by the Grantor and the Records of Allegheny County in accordance with the plan of the Acts of the General Assembly, 1915 Section 2/28/78

Chas. Bricker
Assessment Dept.



**Public Business Meeting
Item Summary Report**
Department: County Attorney

To: Allegany County Commissioners
From: Lee Beeman, County Attorney
Subject: Memorandum of Understanding between Allegany
County Detention Center and Family Crisis Resource
Center, Inc.
Supporting Documents: Yes

1. Summary of Request

Memorandum of Understanding between Allegany County Detention Center and Family Crisis Resource Center, Inc. to provide crisis intervention treatment related to PREA Complaints to inmates.

2. Financial Impact

The Agreement is funded by Maryland Department of Public Safety and Correctional Services (DPSCS) and bears no financial impact to Alelgany County Detention Center.

3. Recommendation

Recommended to authorize execution.

**Memorandum of Understanding
Between
Allegany County Detention Center
and
Family Crisis Resource Center, Inc.**

This Memorandum of Understanding (MOU) is between the Allegany County Detention Center (referred to herein as “Correctional Facility”), and the Family Crisis Resource Center, Inc. (referred to herein as “FCRC”). The purpose of this MOU is to assure a unified effort between the entities involved to provide victim-inmates with confidential emotional support, crisis intervention, information, and referrals related to sexual violence as required by PREA (Prison Rape Elimination Act) standard 28 C.F.R. §§ 115.21-115.53.

Services

PREA Telehealth Counseling and Advocacy

FCRC agrees to:

Provide confidential Telehealth Counseling and Advocacy services to the Correctional Facility through an appropriate confidential platform (DOXY.ME) for the purposes of victim-inmates receiving confidential sexual assault support services. The victim-inmate will receive five (5) telehealth counseling sessions. After five (5) sessions, the counselor will reassess and decide if further sessions are beneficial.

Provide emotional support, crisis intervention, information, and referrals to victim-inmates including any other services that may be provided via telehealth counseling services.

The Correctional Facility agrees to:

Provide victim-inmates with confidential access to telehealth advocacy and counseling services for crisis intervention and sexual assault support, regardless of when and where the abuse occurred or whether it was reported to law enforcement. Scheduling appointments and ensuring access to advocacy and counseling services will be facilitated by the social work department.

Provide posters with clear information regarding how a victim-inmate may connect with FCRC services at the Correctional Facility within 30 days of an executed MOU to ensure that all inmates are aware of the purposes of telehealth advocacy and counseling and provide information on how to report a sexual assault or to seek additional support services, and the difference between the two, including differences in confidentiality.

Provide inmates with information and assistance for making an appointment for telehealth advocacy and counseling through the facility’s social work department.

Prepare facility technology with appropriate programs to access telehealth counseling.

The correctional facility will inform inmates about the telehealth counseling program through any or all of the following means:

- Inmate orientation;
- Inmate Media Platforms
- Medical and mental health providers and institutional investigators; and
- Brochures and posters supplied by MCASA, FCRC, and the facility will be placed throughout the institution in locations visible to victim-inmates.

Services by Mail

FCRC agrees to:

Provide mailing address to distribute to inmates as a method for seeking sexual assault support services.

Offer support services to inmates through confidential mail communications, including providing referrals, safety planning, and suggestions for coping mechanisms.

The Correctional Facility agrees to:

Distribute the mailing address provided by FCRC to inmates and educate inmates about how to contact FCRC via mail.

Treat mail communications between advocates and victim-inmates regarding sexual abuse as confidential mail and apply the same standards as legal mail, and open confidential mail from FCRC advocates in the presence of the inmate and without pre-screening by staff. Confidential mail may be inspected (without being specifically read) only to screen the contents for contraband, and only in the presence of the inmate.

Accompaniment to Sexual Assault Forensic Exams (SAFE exams).

The Correctional Facility agrees that:

Any time that an incident or allegation of sexual abuse is discovered or reported within 72 hours of the incident, the Correctional Facility will transport the victim-inmate of sexual abuse to UPMC Western Maryland (UPMC MD) for a forensic medical exam when deemed appropriate by the institutional medical staff. Victim-inmates will be escorted to the hospital by a security officer who is not the identified perpetrator or otherwise involved in the incident.

FCRC agrees to provide the following services:

FCRC agrees to provide an advocate for telephone support for the victim-inmate after the forensic medical examination process to debrief if needed. The hotline advocate can inform the victim-inmate of telehealth services and how to access the service.

Confidentiality of Victim-inmates Reporting Sexual Assault

FCRC and the Correctional Facility agree:

Communications between the victim-inmate and the FCRC advocate are confidential, with the exception of the circumstances listed below, and FCRC advocates will not be asked to disclose confidential information.

FCRC and the Correctional Facility will consistently communicate to the victim-inmate that communications with the advocate are confidential and explain the circumstances under which the law prohibits certain disclosures from remaining confidential.

Confidentiality will not apply and the appropriate agency will be notified if:

- The victim-inmate threatens suicide or to commit other harm to self,
- The victim-inmate threatens to harm another person,
- Information the victim-inmate shares with the FCRC advocate relates to abuse or neglect of a child or vulnerable adult,
- The victim-inmate threatens the security of the Correctional Facility or to escape,
- The information shared by the victim-inmate must be disclosed by Federal or State law. This may include providing information after service with a valid subpoena if a legal privilege does not apply.

If confidential information must be disclosed, FCRC and the Correctional Facility staff will not share any information beyond what is necessary to address the immediate safety concern.

Required Reporting will be made to the appropriate authority.

The FCRC advocate will obtain consent and a written release of information from the inmate before reporting to Correctional Facility staff the sexual assault incident, any fears or concerns the inmate has related to safety or disclosing other confidential information. The consent and written release of information will be treated as confidential mail communication between victim-inmates and FCRC advocates.

Information Regarding Victim-Inmates

The Correctional Facility agrees:

At the request of FCRC, if a victim-inmate is moved to another facility, unit, or undergoes a change of status (e.g., removed from the general population, transferred to a hospital, or released), the Correctional Facility will notify FCRC of the inmate's whereabouts upon request. Information regarding the inmate's new location will be shared absent significant, articulable security concerns.

Following a victim-inmate's move or change of status, the Correctional Facility will facilitate communication between a victim-inmate and the FCRC advocate as much as possible, to provide services related to a sexual assault. This may include the Correctional Facility providing a victim-inmate with referral information as requested by the victim-inmate or the FCRC advocate.

With written permission of the victim-inmate, the Correctional Facility may share information regarding a victim-inmate's medical status with an advocate.

Security

Neither the Correctional Facility nor FCRC will provide any additional contact information other than the agreed upon telephone number, mailing address, and specific information related to telehealth advocacy and counseling sessions.

Training and Orientation for Advocates and Correctional Facility Staff

The Correctional Facility agrees to:

Provide orientation to FCRC staff regarding working with victim-inmates. This training will include, but is not limited to:

- Appropriate interaction between FCRC personnel and victim-inmates; and
- Safety and security procedures.

Communicate any questions or concerns to designated FCRC personnel, or to the state PREA Coordinator and MCASA when issues cannot be resolved at the local level or involve statewide issues.

FCRC agrees to:

Participate in training sessions with the Correctional Facility personnel, including safety and security orientation.

Provide Correctional Facility staff with training on responses to sexual assault, victim-centered approaches to sexual assault, confidentiality, and the role of an advocate. If FCRC is unavailable or unable to provide the training, FCRC will link the Correctional Facility with MCASA to perform the training.

Communicate any questions or concerns to the PREA Compliance Manager or designated Correctional Facility liaison.

Termination of Services with a Victim-Inmate

The Correctional Facility and FCRC agree:

FCRC may terminate services if a victim-inmate violates the standard victim-inmate to FCRC victim advocate service agreement. The FCRC advocate may advise the Correctional Facility

that services have been terminated but shall not disclose information regarding reasons for termination except as permitted by exceptions to confidentiality.

Upon request, Correctional Facility will limit an inmate's access to communication with the FCRC to the extent possible.

Funding

Compensation for FCRC, will be through the Maryland Department of Public Safety and Correctional Services /Maryland Coalition Against Sexual Assault (DPSCS/MCASA) agreement. Rates of compensation for FCRC will be provided according to the funding available and the rates set by the DPSCS/MCASA agreement.

Contingent on funding being available, the RCC identified herein shall receive compensation for all hours related to services provision, including but not limited to, travel time, reporting, orientation, and advocacy. The RCC shall also be reimbursed for expenses related to provision of services including mileage and parking, language line, costs related to accommodating disabilities, background checks, and other reasonable costs.

The RCC shall provide invoices for services and expenses provided pursuant to this agreement by the end of the month following services provision. Invoices shall be submitted to MCASA. **This MOU does not constitute a funding obligation or billing agreement between ACDC and FCRC for any services provided to DPSCS inmates. Funding will be provided, if available, at the discretion of DPSCS and administered through MCASA.**

Contact Information for FCRC Staff

Services

When a sexual assault is disclosed, Correctional Facility staff shall offer telehealth counseling to initiate support services for the victim-inmate. Should the victim-inmate be interested, Correctional Facility should contact the FCRC to schedule a telehealth counseling appointment

Krystal Rowan, LCPC at 301-759-9246 or krystal@familycrisisresourcecenter.com (For office use only).

Systemic Issues and Requests for Training

If CORRECTIONAL FACILITY has systemic questions or concerns regarding how to respond to sexual assault it may contact:

Krystal Rowan, LCPC at 301-759-9246 or krystal@familycrisisresourcecenter.com .

Case Issues

If CORRECTIONAL FACILITY has questions or concerns about a particular case it may contact:

Krystal Rowan, LCPC at 301-759-9246 or krystal@familycrisisresourcecenter.com .

FCRC Leadership

The FCRC Executive Director is Rhonda Pick who may be contacted at 301-759-9246 or rhonda@familycrisisresourcecenter.com.

Contact Information for CORRECTIONAL FACILITY Staff

Follow-up Services/Responding to Requests

An advocate can contact a victim-inmate or arrange for services by contacting:

Lt. Betsy Shoemake (or Lt. Dan Gilpin ext. 230) at 301-729-8540 ext. 222.

If the advocate needs to report a concern about an inmate's health or safety, such as threats of suicide and/or self-harm, the advocate may contact:

Lt. Betsy Shoemake (or the backup PCM: Lt. Dan Gilpin ext. 230) at 301-729-8540 ext. 222.

Security & Orientation

The FCRC will call the following staff if there is a security concern:

Lt. Dan Gilpin (or the backup PCM: Inmate Services Supervisor at ext. 243) at 301-729-8540 ext. 230.

Systemic Issues

The FCRC will call the following staff regarding systemic concerns such as logistics for maintaining privacy or training for Agency staff: Lt. Rhonda Raynor 301-729-8540.

Agency Facility Leadership

Lt. Betsy Shoemake oversees PREA issues for the Correctional Facility and can be reached at 301-729-8540 ext. 222.

Terms of Agreement

This MOU shall begin on April 1, 2023 and shall expire on (period of two years) April 1, 2025.

This MOU may be renewed with the agreement of both FCRC and the Correctional Facility. If both parties desire to renew this MOU, it may be renewed for up to three additional two-year

periods. Any renewal of the MOU shall be in in writing and shall be completed no later than 60 days prior to the MOU expiration.

This MOU may be terminated by either party upon no less than 30 calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both parties.

The individuals executing this agreement on behalf of each party warrant that they are authorized to execute the agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

Craig Robertson, Allegany County Sheriff

Date

T. Lee Beeman, Allegany County Attorney

Date

Rhonda Pick, Executive Director
Family Crisis Resource Center, Inc.

Date

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Adam Patterson, Director
Date Prepared: April 17, 2023
Meeting Date: April 20, 2023
Subject: Request a Public Hearing on Transit Capital and Operational Funding
Supporting Documents: No

1. Background

The Department of Public Works – Transit Division requests a public hearing concerning Federal and State funding assistance. The funding assistance is to be used by Allegany County Transit (ACT) to meet the public transportation needs of the general public, senior citizens, and disabled individuals of Allegany County.

Capital requests will be utilized to install new garage doors and fund a preventive maintenance program. The total capital request is \$440,000, of which \$360,000 is being requested in Federal and State funds. Local sources will fund the remainder.

Operational assistance is being requested through CARES, Section 5307, Section 5311, Statewide Special Transportation Assistance, and the Maryland Transit Administration as outlined in the Americans with Disabilities Act Grants. These programs' total net operational cost is estimated at \$2,477,618, of which \$2,095.100 is requested in Federal and State funds. Any remainder is to be funded by local sources.

2. Issues

The MTA requires notification of a public hearing 30-days before the hearing date.

3. Financial Impact

A formal Notice for a Public Hearing must be advertised at least 30-days before the hearing date or Transit funding could be impacted.

4. Alternatives

None.

5. Other Considerations

N/A

6. Conformity to County Policy

This project conforms to County policy.

7. Recommendation

Approve the request for a public hearing concerning Federal and State funding assistance on June 6, 2023, at 1:00 PM, and approve the request to post the public notice in the Cumberland Times News.

Public Business Meeting
Staff Report
Department: Commissioners

To: Jason M. Bennett, CPA, County Administrator
From: Linda Simpson
Date Prepared: April 14, 2023
Meeting Date: April 20, 2023
Subject: 2023 Thomas Automotive Wing-Off & Music Festival
Supporting Documents: Yes

1. Background

Request from the Western Maryland Jaycees to sponsor the 11th Annual Tri-State Wing-Off in the amount of \$1,500. The event is being held the weekend of June 17th at the Allegany County Fairgrounds.

2. Issues

3. Financial Impact

\$1,500 from Community Promotions

4. Alternatives

5. Other Considerations

6. Conformity to County Policy

7. Recommendation

Recommendation to sponsor.



Commissioner Bill Atkinson
Commissioner Dave Caporale
Commissioner Creade Brodie Jr.
701 Kelly Road
Cumberland, MD 21502

Esteemed Members of the Board of County Commissioners,

I am writing to you on behalf of the Western Maryland Jaycees and Tri-State Wing-Off Committee, in attempt to solicit financial assistance from your board for the upcoming 2023 Thomas Automotive Wing-Off & Music Festival.

We are currently planning our 11th year of the event which now calls Allegany County Fairgrounds its home. While the move has been great in terms of growth, it has also added some costs for the organization and event overall.

Over the years, your board has been extremely generous, donating funds towards helping the Wing-Off expand its footprint. And it has grown larger than we had expected, bringing wing lovers from all over the country to Allegany County. This year will be our largest year yet in terms of budget. Our expected expenditures are budgeted to exceed \$170,000. I have attached, hereto a copy of our operating expense report for your reference.

As you can see, a large majority of our budget is dedicated towards entertainment. This is an investment in not only providing a popular event for our local population, but in attracting visitors from outside of our area to attend the event who, in turn, will eat, sleep, shop and purchase goods from our local businesses.

Our event heavily relies on community support, both in attendance and in financial assistance and sponsorship. The event, as a whole is a fundraiser for numerous non-profit organizations and entities that have benefitted financially from the proceeds of the Wing-Off. Through the past 10 years, the Wing-Off has donated over \$110,000 to other organizations and the number continues to grow.

Again, I thank you on behalf of the Western Maryland Jaycees for your continued support. We hope to grow the Tri-State Wing-Off into a nationally recognized event that our community can be proud of for years to come. I have provided my contact information below for your convenience should any of you have any questions, concerns or comments, please do not hesitate to reach out.

Again, thank you for your continued support!

Sincerely,



Matt Miller

Founder/Chairperson of the Wing-Off and Music Festival

Mattmiller596@gmail.com

240-522-6114

2023 Wing Off Budget

Entertainment		
	Bands	\$108,000.00
	Sound/Stage/Production	\$27,000.00
Facilities		
	Grounds	\$3,000.00
	Port-a-pots	\$7,500.00
	Dumpster	\$425.00
	Bounce House - Community Zone	\$1,700.00
	Walk-in Cooler	\$1,400.00
	Canopies	\$6,500.00
	Tables/Chairs	\$2,000.00
Merchandise		
	All (Cups, Shirts, Hats Etc)	\$6,000.00
Collateral		
	Signs/Banners	\$2,500.00
	Tickets	\$200.00
Marketing		
	All	\$5,000.00
Other		
	Insurance	\$1,400.00
	Volunteer T-Shirts	\$500.00
	TOTAL	\$173,125.0

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

To: Allegany County Commissioners
From: Linda Simpson
Subject: 2023 Frostburg Elks Derby Day Sponsorship
Supporting Documents: Yes

1. Summary of Request

The 47th Annual Frostburg Elks Derby event will be held on July 1, 2023. "Derby Day is an event that brings out the entire community, along with visitors from out of town, who line Main Street to cheer on the racers. These crowds also patronize businesses and provide a boost to the local economy."

2. Financial Impact
\$1,500

3. Recommendation
Recommendation to approved community promotion sponsorship in the amount of \$1,500



\$1,000

**Frostburg Lodge #470
Benevolent and Protective Order of Elks
126 East Main Street
Frostburg, Maryland 21532
April 10, 2023**

Mr. Jason M. Bennett, Int. County Administrator
County Commissioners of Allegany County
701 Kelly Road
Cumberland, Maryland 21502

Dear Mr. Bennett:

Frostburg Elks Lodge #470 hereby requests a Community Promotions Grant to support the 47th annual Frostburg Elks Derby Day coaster race, to be held on July 1, 2023, in Frostburg.

Derby Day in Frostburg is an occasion that brings out the entire community, along with visitors from out-of-town, who line Main Street to cheer on the racers. These crowds also patronize businesses and provide a boost to the local economy.

This event is a wonderful opportunity for young people to gain confidence, courage, character, and recognition. Youth work with their parents or other adult role models in every aspect of the race, including assisting with car design, pre-race day safety trial heats, a pre-race dinner and race safety briefings. Funds raised by the Elks are used to support our scholarship, veterans, drug awareness, and other community programs. Our lodge has about 290 members and is completely managed by volunteers.

Please feel free to contact me if you have any questions or require any additional information.

Sincerely,

Nicholas Costello
Exalted Ruler
301 268-5989

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

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Cumberland Skate Park - ARPA Funds Award
Supporting Documents: Yes

1. Summary of Request

The City of Cumberland Maryland is currently developing plans for a Skatepark to be located at the Mason Sports Complex adjacent to the current BMX facility. The city is teaming with the Cumberland Skatepark Task Force and the Western Maryland Jaycees to secure the funding to make this project a success. This project will provide a 13,500 sq/ft skatepark at the Mason Sports Complex and will cost approximately \$645,000.00 to complete. The design of the proposed park is based upon designs submitted by Spohn Ranch of Los Angeles, CA. The City of Cumberland has established a Non-Endowed Restricted Fund through the Community Trust Foundation a 501(c)3 organization to assist in the fundraising and to encourage both corporate and individual donations to this effort. The name of this account is the City of Cumberland Skate Park Task Force Fund. The city has seeded this effort with a \$10,000.00 initial donation. The fund currently has \$20,140.74 from grass roots efforts.

2. Financial Impact

Allegany County Government will commit \$250,000 to the project, using American Rescue Plan Act (ARPA) funds.

3. Recommendation

Recommendation to approve.



April 14, 2023

Jason Bennett
County Administrator
Allegany County Complex
701 Kelly Road
Cumberland, MD 21502

RE: Proposed Cumberland Skate Park

Dear Jason,

This letter is to secure a commitment from the Allegany County Commissioners for the \$250,000 funding of the proposed skate park that was mentioned over the course of the last year. This is a follow up on Greg Kerr's address at the last Commissioners Meeting and our email exchange of early April.

MAYOR
RAYMOND M. MORRIS

COUNCIL
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
LAURIE P. MARCHINI

CITY ADMINISTRATOR
JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
ALLISON LAYTON

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MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

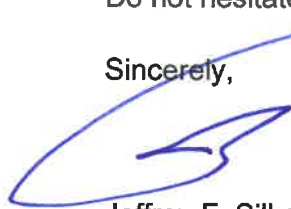
The City of Cumberland currently has a grant application under review with the Skate Park Project that funds from \$10,000 - \$300,000 for new parks. This commitment letter will allow us to respond to their request to update our funding matrix.

I have attached a copy of the March 1, 2022 "Skate Park Site Review" that provides in depth information of the project.

We are working with the Cumberland Skatepark Task Force to re-look at this project and consider alternative designs which made be more cost effective and allow the project to become a reality.

Do not hesitate to contact me should you have any questions.

Sincerely,



Jeffrey F. Silka, ICMA-CM
City Administrator

encl

cc: Mayor and City Council
Greg Kerr
Stephanie Hunter - Thomas

SKATE PARK SITE REVIEW

MARCH 1, 2022



MISSION

- The Mayor and City Council have been petitioned to locate a skate park in the city limits.
- City staff were assigned the task of site analysis for potential location and cost at the Mayor and City Council meeting on November 23, 2021.
- A recommendation will be brought to the Mayor and City Council for further discussion and approval to move forward.

METHODOLOGY

- An internal working group was assembled to provide the analysis of the potential sites and cost. The members of the working group were:
 - Jeff Silka, City Administrator
 - Ken Tressler, Director of Administrative Services
 - Margie Woodring, City Clerk
 - Bobby Smith, City Engineer
 - Diane Johnson, Director of Parks and Recreation
 - Brooke Cassel, Public Works Operation Manager
 - Chief Ternent, CPD
 - Allison Layton, Citizen Service Representative – (Survey design and implementation)

METHODOLOGY

- The working group met with the Skate Park Group on January 4, 2022
- A survey was posted online to gather input from the public. The survey was posted on the following platform:
 - City web site
 - City Facebook
 - Press Release
 - The Skate Board Group Facebook page

TASK

- The Skate Park group made the recommendation that Jaycee Field is their preferred location for the skate park.
- The working group evaluated three city park locations for the potential location:
 - Jaycee Field
 - Mason Sports Complex
 - Constitution Park
- The working groups objective was to analyze each site to provide the most cost effective and activity accommodating site

SKATE PARK BENEFITS

- First and foremost the skate park will provide a “non-traditional” recreation alternative to the residents of the city and county.
- Currently those wanting to skateboard have to travel or do so on property no designed or welcoming to the activity.
- The venue would be a tourist attraction that would draw individuals and groups to the City. (Economic benefit)
- The venue could host events and competitions that would attract large groups for outside the area.

SKATE PARK LOCATION FACTORS

- Site must address the safety of the users and the adjacent residents and businesses
 - Visibility of the facility
 - Ability to secure the facility and prevent loitering
 - Traffic flow / parking
 - Impact on neighborhoods and adjacent businesses
 - Noise abatement
 - Accessibility from various parts of the city/county.
 - Synergy with other uses {Traditional Sports, BMX, Local Businesses}
 - Site preparation costs
 - Minimal displacement of other activities. {something will have to move to locate a new use}
 - **Public Desire Verse Operational Justification**

BASIC LOCATION ASSUMPTIONS

- The park design would be by Spohn Ranch Skatepark of Los Angeles, CA
- The base cost of the design and construction of the park will be in the \$500,000 range. The design and construction does not include any site work cost.

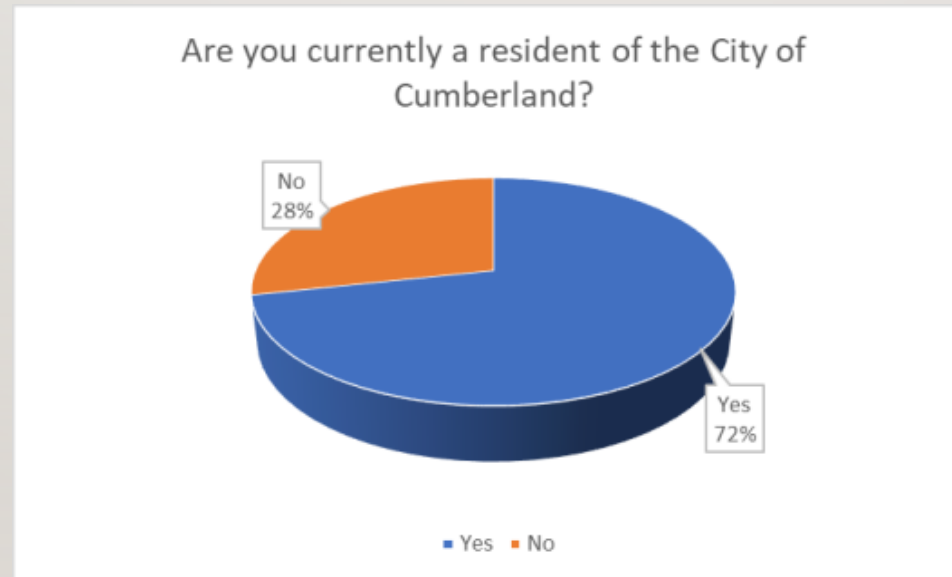


COMMUNITY SURVEY

- In February a survey was posted to gain community input on this potential project.
- 488 responses were received from the four survey links:
 - 270 – Skate Board Group
 - 115 – Press Release
 - 63 – City Facebook
 - 40 – City Web Site
- The survey asked five standard questions and one open ended question.

COMMUNITY SURVEY

Question 1: Are you currently a resident of the City of Cumberland?



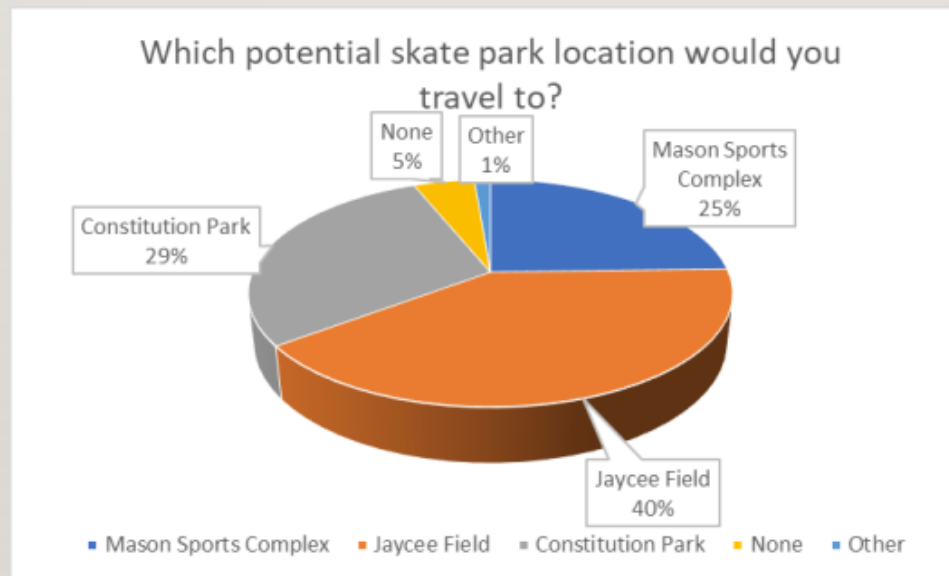
COMMUNITY SURVEY

Question 2: To help us narrow down the best location, please list your address, including your zip Code.

- The concentration were from the City, Allegany and Garrett Counties and neighboring West Virginia. (A total list is available upon request)

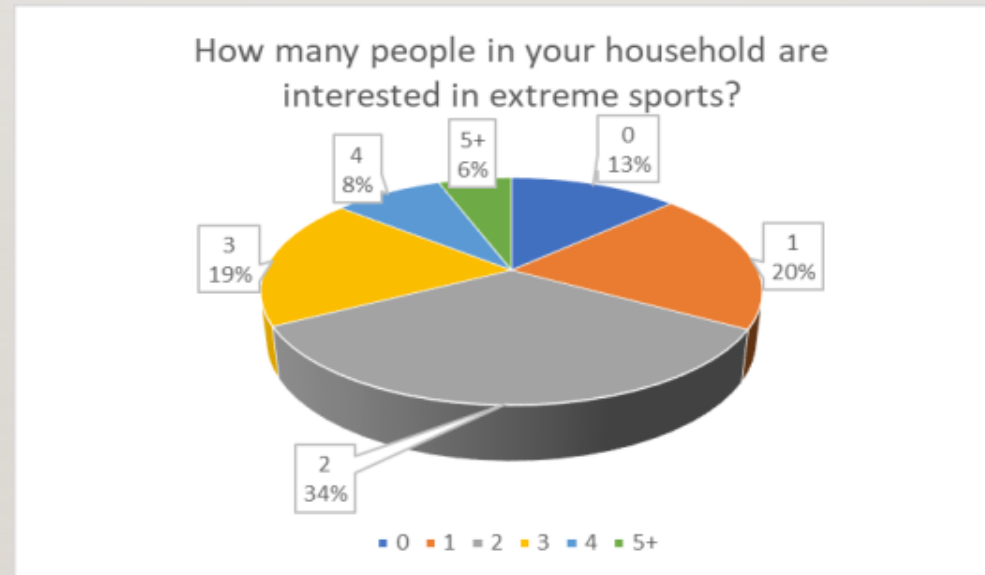
COMMUNITY SURVEY

Question 3: Which potential skate park location would you and/or members of your household travel to?



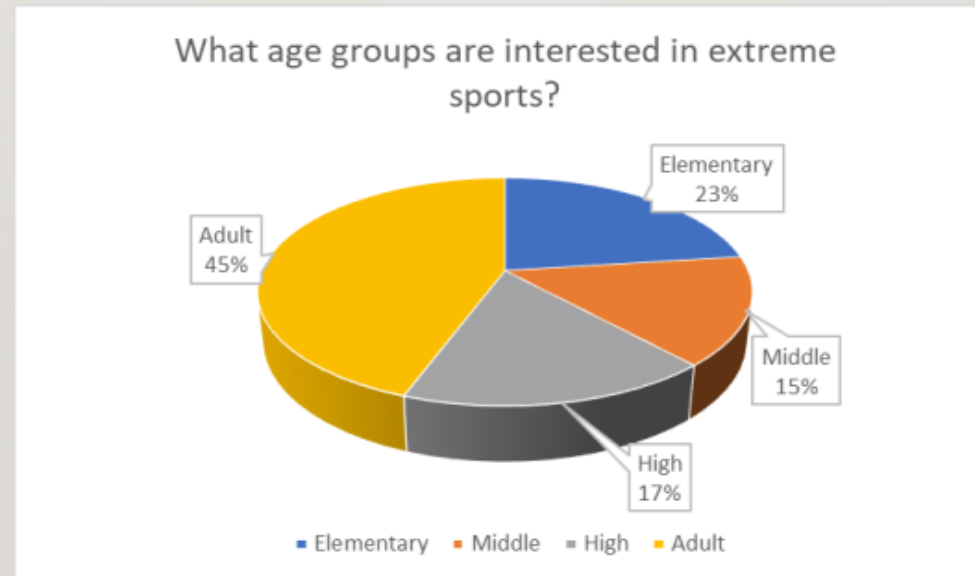
COMMUNITY SURVEY

Question 4: How many people in your household are interested in extreme sports?



COMMUNITY SURVEY

Question 5: What age groups in your household are interested in extreme sports?



COMMUNITY SURVEY

- Question 7: Please list any comments, suggestions or concerns.
- The majority of the comments were positive and welcoming for a skate park.
- There were fewer negative comments that referenced the waste of money, vandalism /drug use and money could be put to better use. (the results are available upon request)

COMMUNITY SURVEY

- The desired location on each survey link:
 - Skate Park Group – 77% - Jaycee Field
 - City Web Site - 27.5 % tie - Jaycee Field and Constitution Park
 - Press Release – 71.3% - Constitution Park
 - City Facebook - 49% - Mason Sports Complex

SITE ANALYSIS

- Estimated Cost for Each Site
 - **Jaycee Field** - \$806,120 / \$1,386,903 (\$500,000 Park Design, \$40,000 Engineering, \$266,120 Construction) (Expanded parking lot and road upgrades.
 - **Constitution Park** - \$698,000 (\$500,000 Park Design, \$40,000 Engineering, \$158,000 Construction)
 - **Mason Sports Complex** - \$644,500(\$500,000 Park Design, \$25,000 Engineering, \$119,500 Construction)

SITE ANALYSIS

JAYCEE FIELD

Jaycee Field						
Phase 1						
Item	QTY	Unit	Unit Cost	Total	Comments	
Mobilization/Stakeout	1	LS	5000	\$ 5,000		55
Sidewalk	1580	SF	\$ 30.00	\$ 47,400		245
French Drains	800	LF	\$ 100.00	\$ 80,000	4" PVC	
Resurface lot	1100	SY	\$ 24.00	\$ 26,400		
Resurface Court	930	SY	\$ 24.00	\$ 22,320		
Lights	1	LS	\$ 70,000.00	\$ 70,000	New electric Service/Pole Mount Lighting	
Cameras	1	LS	\$ 15,000.00	\$ 15,000	Assumes standalone system	
				\$ -		
				\$ -		
			TOTAL	\$ 266,120		
Phase 2						
Parking Lot	3266.667	SY	\$ 150	\$ 490,000		
New Road	555.5556	SY	\$ 150	\$ 83,333		
Relocate Playground	1	LS	\$ 5,000	\$ 5,000		
Vegetative Buffer	245	LF	\$ 10	\$ 2,450		
			TOTAL	\$ 580,783		



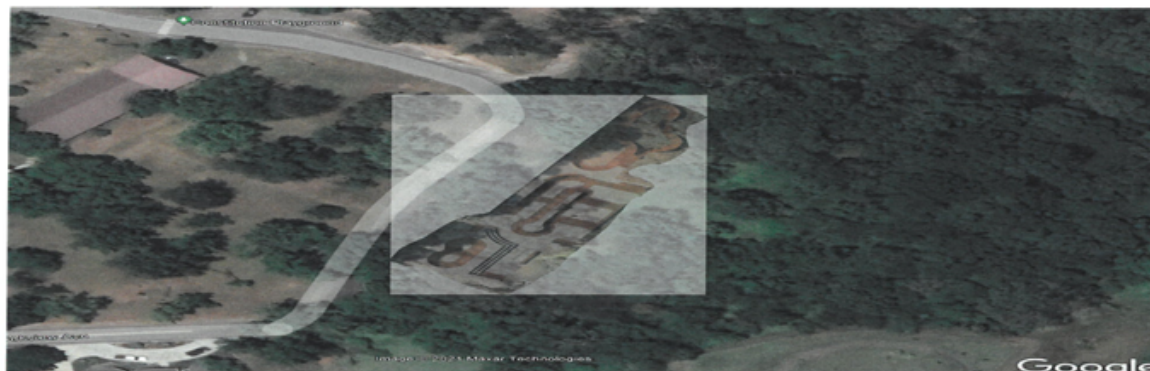
CUMBERLAND SKATEPARK CITY OF CUMBERLAND, MARYLAND
CONCEPT DESIGN 12.2.21

SITE ANALYSIS

CONSTITUTION PARK

Constitution Park Site

Item	QTY	Unit	Unit Cost	Total	Comments	55
Mobilization/Stakeout	1	LS	\$ 5000	\$ 5,000		245
Sidewalk	100	SF	\$ 30.00	\$ 3,000		
French Drains	200	LF	\$ 100.00	\$ 20,000	4" PVC	
Resurface lot	5Y		\$ 24.00	\$ -		
Resurface Court	5Y		\$ 24.00	\$ -		
Lights	1	LS	\$ 70,000.00	\$ 70,000	New electric Service/Pole Mount Lighting	
Cameras	1	LS	\$ 15,000.00	\$ 15,000	Assumes standalone system	
Cut/Fill	1	LS	\$ 50,000.00	\$ 50,000		
				\$ -		
			TOTAL	\$ 158,000		



Mason Rec - Near BMX Track					
Item	QTY	Unit	Unit Cost	Total	Comments
Mobilization/Stakeout	1	LS	5000	\$ 5,000	
Sidewalk	150	SF	\$ 30.00	\$ 4,500	
French Drains	300	LF	\$ 100.00	\$ 30,000	4" PVC
Resurface lot	SV		\$ 24.00	-	
Resurface Court	SV		\$ 24.00	-	
Lights	1	LS	\$ 70,000.00	\$ 70,000	New electric Service/Pole Mount Lighting
Cameras	1	LS	\$ 15,000.00	\$ 15,000	Assumes standalone system
				\$ -	
				\$ -	
				\$ -	
TOTAL				\$ 119,500	

An aerial photograph of a park area. In the center, there is a dirt BMX track with the words "RIVERSIDE BMX" written on it. A green dot marks a specific location on the track. To the right of the track, there is a large black rectangular area with a colorful graphic overlay that appears to be a stylized logo or design. The surrounding area includes grass, trees, and some paved paths.

SITE RECOMMENDATION

- The working group recommends that should the Mayor and City Council choose to fund the skate park that the site be the Mason Sports Complex.
- This recommendation is based on Mason Sports Complex meeting the largest percentage of Site Factors that are listed in Slide 7 of this presentation.
- The complex is designed for various activities to occur simultaneously and can accommodate the traffic and parking that events will bring.
- The site will provide the lowest estimated development cost of the three alternatives.

RECOMMENDED NEXT STEPS

- The Mayor and City Council should review the proposal and may ask for input from the Parks and Recreation Board.
- If this project is approved to go forward, funding must be secured as there is currently no funding budgeted in the current funds.
 - County has pledged \$250,000 for this project. A formal commitment letter should be sought for the funding.
 - \$10,000 seed money has been provided to the Community Trust Foundation to allow for fundraising
- The project should be queued for 2023 to allow for funding to be procured and to permit staff to complete projects that are currently on the active list.

QUESTIONS

?

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

To: Allegany County Commissioners
From: Beth Thomas
Subject: Wireless Infrastructure Upgrade - Bid Award to CONXX,
Cumberland, MD
Supporting Documents: Yes

1. Summary of Request

Allegany County seeks the delivery of equipment specified within the document or the delivery and installation of equipment specified for the purpose of upgrading the current Ruckus wireless environment while preserving the existing installation. Equipment quoted must be received by May 1, 2023 and installation and testing completed by May 20, 2023. Installation process includes delivery and/or receipt, inventory tagging, dismounting of existing access points, mounting of new access points both indoor and outdoor. Implementation included in the proposal should include removal of existing indoor access point, installation of new indoor access point including cabling, mounting of outdoor access point including cabling, professional service to setup of the Controller, configuration of the AP to function with existing VLAN, and testing the coverage of the external AP. When mounting access point device to existing structures, all necessary precautions must be taken when drilling or penetrating the exterior wall of any of the buildings. The outdoor access point devices shall be positioned and installed to cover as much of the outdoor area of the site as possible. Installer to provide bucket truck, scissor lift. Allegany County will provide electric to poles specified.

Winning bid - CONXX Technologies, 434 N Centre St, Cumberland, MD 21502. Total bid - \$108,117.72 for equipment and installation.

2. Financial Impact

\$108,117.72

3. Recommendation

Recommendation to approve.

**Allegany County Commissioners
701 Kelly Road, Cumberland, Maryland
Allegany County Fairgrounds – Wireless Infrastructure Upgrade
Bid Opening
Tuesday, April 18, 2023
3:00 p.m.**

CONXX Technologies
515 Regina Avenue
Cumberland, MD 21502

TOTAL BID: \$108,117.72
Equipment and Installation

The above figures represent bid sheet figures received and do not represent any county tabulation or verification of the amounts listed. They were referred to the Information Technology Department for review and recommendation back to the County Commissioners prior to bid award.