



MAYOR AND CITY COUNCIL OF FROSTBURG

Mayor W. Robert Flanigan

Donald L. Carter, Jr., Commissioner of Finance

Kevin G. Grove, Commissioner of Public Safety

Nina Forsythe, Commissioner of Water, Parks and Recreation

Adam Ritchey, Commissioner of Public Works

AGENDA

MAYOR AND COUNCIL MEETING

Thursday, November 17, 2022 at 7:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

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1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. FROSTBURG BLESSING	
4. ROLL CALL	
5. APPROVAL OF THE AGENDA	
6. APPROVAL OF THE MINUTES	
6.1. Minutes from the October Council Meeting.	3 - 28
Motion and Second to Approve the Minutes for the October Council Meeting. Mayor and Council Meeting - 20 Oct 2022 - Minutes - Pdf	
6.2. Sealed Minutes and Summary of Closed Meeting on October 13, 2022	29
Motion and Second to Approve Sealed Minutes and Summary of Closed Meeting on October 13, 2022 Closed Session Summary 2022 10 13	
7. SPECIAL PRESENTATIONS AND REQUESTS	
7.1. Municipal Government Works Month Proclamation	30
MGW Month	
8. MAYOR AND COMMISSIONERS REPORTS & ANNOUNCEMENTS	
8.1. Monthly Reports of the City Departments	31 - 72
Motion and Second to Approve Monthly Reports of the City Departments; Vote of the Mayor and City Council. October 2022 Monthly Reports	
9. PUBLIC HEARINGS	
9.1. ORDINANCE 2022-07 Amending Ordinance 2019-07 to amend the definition of "Project" used therein to include the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot.	73 - 74
2022-07 City of Frostburg Amendment to Infrastructure Bond Ordinance	
9.2. Combined Sewer Overflow Monthly Public Hearing	
10. OLD BUSINESS	

- 10.1. **ORDINANCE 2022-07** Amending Ordinance 2019-07 to amend the definition of "Project" used therein to include the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot. 75 - 76

Motion and Second to Approve the Ordinance on Second Reading; Vote of the Mayor and City Council.

[2022-07 City of Frostburg Amendment to Infrastructure Bond Ordinance](#)

11. NEW BUSINESS

- 11.1. **RESOLUTION 2022-54** Authorize additional staff member as a "Retirement Coordinator" with the Maryland State Pension System 77

Motion and Second to Approve Resolution 2022-54; PUBLIC COMMENT; Vote of the Mayor and City Council.

[Resolution 2022-54 Retirement Coordinator Designation](#)

12. REPORT OF THE FROSTBURG POLICE DEPARTMENT
Chief Nicholas Costello

13. OPEN PUBLIC COMMENT

14. ADJOURNMENT



MINUTES

Mayor and Council Meeting

Thursday, October 20, 2022 - 7:00 PM
Frostburg Municipal Center Meeting Room - 37 Broadway

The Mayor and Council Meeting of the City of Frostburg was called to order on Thursday, October 20, 2022, at 7:00 PM, at the Frostburg Municipal Center, 37 Broadway, with the following members present:

PRESENT: Adam Ritchey, Commissioner of Public Works
Donny Carter, Commissioner of Finance
Kevin Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks, and Recreation
W. Robert Flanigan, Mayor

EXCUSED:

Page

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 FROSTBURG BLESSING

4 ROLL CALL

5 APPROVAL OF THE AGENDA

Moved by Commissioner of Water, Parks and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove.

6 APPROVAL OF THE MINUTES

a) Minutes from the September Council Meeting.

6 - 10

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve the Minutes for the September Council Meeting.

Carried

[Mayor and Council Meeting Minutes 9-15-22](#)

7 SPECIAL PRESENTATIONS AND REQUESTS

8 MAYOR AND COMMISSIONERS REPORTS & ANNOUNCEMENTS

- a) Monthly Reports of the City Departments

Moved by Commissioner of Public Works Adam Ritchey, seconded by
Commissioner of Water, Parks, and Recreation Nina Forsythe

*Motion and Second to Approve Monthly Reports of the City Departments; Vote
of the Mayor and City Council.*

Carried

9 PUBLIC HEARINGS

- a) Combined Sewer Overflow Monthly Public Hearing

10 OLD BUSINESS

11 NEW BUSINESS

- a) **ORDINANCE 2022-07** Amending Ordinance 2019-07 to amend the definition of "Project" used therein to include the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot.

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe,
seconded by Commissioner of Public Safety Kevin Grove

*Motion and Second to Approve the Ordinance on First Reading, and set the
November 17, 2022 Council Meeting as an advertised Public Hearing; PUBLIC
COMMENT; Vote of the Mayor and City Council.*

Carried

- b) **RESOLUTION 2022-48** Approve American Rescue Plan Act Projects/Programs. Elizabeth Stahlman, City Administrator
- LED Street Lighting Upgrade
 - Lions Park Light Retrofit to LED

11

Moved by Commissioner of Public Works Adam Ritchey, seconded by
Commissioner of Water, Parks, and Recreation Nina Forsythe

*Motion and Second to Approve Resolution 2022-48; PUBLIC COMMENT; Vote
of the Mayor and City Council.*

Carried

[Res. 2022-48 ARPA Projects](#)

- c) **RESOLUTION 2022-49** Approve an energy purchase agreement, brokered by Tradition Energy, for a 24-month period beginning May 1, 2023, as part of the 'Allegany County Coalition' agreement. Elizabeth Stahlman, City Administrator 12 - 22

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-49; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-49 Energy Purchase Agreement](#)

- d) **RESOLUTION 2022-50** Award a contract for the replacement of the Street Department rubber membrane roof. Hayden Lindsey, EIT, Director of Public Works 23

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-50; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-50 Contract St. Dept. Roof](#)

- e) **RESOLUTION 2022-51** Approve a quote for the rebuild of 1 valve for Piney Dam in the amount of \$30,240. Hayden Lindsey, EIT, Director of Public Works 24

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-51; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-51 Rebuild a Valve for Piney Dam](#)

- f) **RESOLUTION 2022-52** Approve a proposal from RK&K, LLP, for a comprehensive City-wide smoke testing of sewer lines and GIS mapping of all City-owned stormwater and sewer assets, in the amount of \$247,400. Hayden Lindsey, EIT, Director of Public Works 25

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-52; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-52 RK&K Smoke Testing, GIS Mapping](#)

- g) **RESOLUTION 2022-53** Declare miscellaneous equipment surplus and authorize sale of surplus equipment. Hayden Lindsey, EIT, Director of Public Works 26

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-53; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-53 Surplus Equip. and Vehicles](#)

12 REPORT OF THE FROSTBURG POLICE DEPARTMENT
Chief Nicholas Costello

13 OPEN PUBLIC COMMENT

1. Lisa Vanhouten, asked if a speed trap or 4-way stop signs be put on the corners of Bowery and College Ave., wants a white line on Main and Victoria to keep people on their half of the road. Asked how much the City is saving on the Opt-out Insurance.
2. Melanie Lombardi-FSU TV- made the announcement that they are upgrading the cable channel. Video on demand for educational programs are now on Apple and Google Play Store Apps with additional capabilities.
3. Nina Forsythe announced the Halloween Parade on Thursday, October 27 at 6:00 pm, Trick or Treating on October 30th from 6:00pm to 8:00 pm

14 ADJOURNMENT

There being no further business, the meeting was adjourned at 7:30 p.m.

Mayor

Mayor and Council Meeting
October 20, 2022

City Administrator



MINUTES

Mayor and Council Meeting

Thursday, September 15, 2022 - 3:00 PM
Frostburg Municipal Center Meeting Room - 37 Broadway

The Mayor and Council Meeting of the City of Frostburg was called to order on Thursday, September 15, 2022, at 3:00 PM, at the Frostburg Municipal Center, 37 Broadway, with the following members present:

PRESENT: Adam Ritchey, Commissioner of Public Works
Kevin Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks, and Recreation
W. Robert Flanigan, Mayor

EXCUSED: Donny Carter, Commissioner of Finance

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1 CALL TO ORDER

- a) *Please note that due to technical difficulties, the audio is unavailable until timestamp 8:04. Please refer to the written minutes.*
- b) Mayor Flanigan called the meeting to order at 3:00 PM.

2 PLEDGE OF ALLEGIANCE

3 FROSTBURG BLESSING

- a) The Frostburg Blessing was given by Police Chief Nicholas Costello.

4 ROLL CALL

Mayor Flanigan, Commissioner Grove, Commissioner Forsythe, and Commissioner Ritchey were present. Commissioner Carter was excused.

5 APPROVAL OF THE AGENDA

Commissioner Forsythe made a motion to approve the agenda as presented. The motion was seconded by Commissioner Grove, a vote was taken, and the agenda was approved unanimously.

6 APPROVAL OF THE MINUTES

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Page 6 of 26

Page 8 of 77

- a) Minutes from the August Council Meeting

Moved by Commissioner of Public Works Adam Ritchey, seconded by
Commissioner of Public Safety Kevin Grove

Commissioner Ritchey made a motion to approve the minutes from the August 2022 City Council meeting and September 8th Closed Meeting as presented. The motion was seconded by Commissioner Grove, a vote was taken, and the minutes were approved unanimously.

Carried

- b) Sealed Minutes and Summary of Closed Meeting on September 8, 2022

Moved by Commissioner of Public Works Adam Ritchey, seconded by
Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Sealed Minutes and Summary of Closed Meeting on September 8, 2022.

Carried

7 SPECIAL PRESENTATIONS AND REQUESTS

- a) There were no special presentations or requests for the Council's consideration.

8 MAYOR AND COMMISSIONERS REPORTS & ANNOUNCEMENTS

- a) Monthly Reports of the City Departments

Moved by Commissioner of Public Safety Kevin Grove, seconded by
Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Monthly Reports of the City Departments; Vote of the Mayor and City Council.

Carried

9 PUBLIC HEARINGS

a) Combined Sewer Overflow Monthly Public Hearing

Public Works Director Hayden Lindsey provided an update regarding the current and upcoming phases of the ongoing Combined Sewer Overflow project. Director Lindsey indicated that Phase IX-B is projected to be completed by Winter 2022. Phase IX-C which includes work on Center Street is slated to be complete by the end of September 2022. These phases are currently underway. Phase X-A is in the design/funding phase and is expected to be put out to bid in Winter 2022 or Spring 2023.

Commissioner Ritchey requested that Director Lindsey provide an update regarding the status of the city-wide paving project. Director Lindsey indicated that the bulk of work has been completed. Commissioner Forsythe then requested an update on the status of the Columbia Gas improvements in the Armstrong Avenue neighborhood. Director Lindsey indicated that this neighborhood is slated for re-paving once the Columbia Gas repairs are complete.

10 OLD BUSINESS

There was no Old Business for discussion.

11 NEW BUSINESS

a) **RESOLUTION 2022-42** Approve American Rescue Plan Act
Projects/Programs

6

- Storage building for Parks and Recreation Department
- Design for Accessible Fishing Pier at Piney Dam

Public Works Director, Hayden Lindsey, presented Resolution 2022-42 involving approval of projects proposed to be funded using American Rescue Plan Act funds.

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe,
seconded by Commissioner of Public Safety Kevin Grove

*Motion and Second to Approve Resolution 2022-42; PUBLIC COMMENT; Vote
of the Mayor and City Council.*

Carried

Res. 2022-42 Approve ARPA Projects

- b) **RESOLUTION 2022-43** Approve proposal from Micro-Tech Designs, Inc. to enter into a contract for a system upgrade at the Frostburg Water Treatment Plant in the amount of \$255,367.00. 7

Public Works Director, Hayden Lindsey, presented Resolution 2022-43 involving a request to enter into a contract for a system upgrade at the Frostburg Water Treatment Plant.

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-43; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

Res. 2022-43 Micro-Tech Designs

- c) **RESOLUTION 2022-44** Award contract to Hite Roofing (Hite Associates, Inc.) in the amount of \$45,000 for the replacement of the roof at the Frostburg Water Department. 8

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-44; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

Res. 2022-44 Hite Roofing-Wtr Dept. Roof

- d) **RESOLUTION 2022-45** Approve Reimbursement and Release Agreement with Columbia Gas of Maryland, Inc. 9

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-45; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

Res. 2022-45 Columbia Gas Reimburse & Release

- e) **RESOLUTION 2022-46** Authorize Change Order to Design Contract with Bennett, Brewer & Associates, LLC for the Day Camp/Childcare facility A/E Services 10

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-46; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

Res. 2022-46 Change Order Day Camp

- f) **RESOLUTION 2022-47** Approve proposal for Utility Rate Study services and Authorize the execution of a contract. 11

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-47; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

Res. 2022-47 NewGen Wtr Rate Proposal

- 12 **REPORT OF THE FROSTBURG POLICE DEPARTMENT**
Chief Nicholas Costello
- 13 **REPORT OF THE FROSTBURG FIRE DEPARTMENT**
Matt McMorran, Logistics Chief/PIO
- 14 **OPEN PUBLIC COMMENT**
- 15 **ADJOURNMENT**
- 16 Halloween Parade - Thursday, October 27
Trick or Treating - Sunday, October 30



Mayor

City Administrator

RESOLUTION 2022-48

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING CERTAIN PROJECTS AND PROGRAMS TO BE IMPLEMENTED USING THE AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, The City of Frostburg has been allocated \$8.379 M through the State and Local Coronavirus Relief Funds as part of the American Rescue Plan Act; and,

WHEREAS, The City is to spend these funds in accordance with the Final Rule and supplementary guidelines issued by the U.S. Treasury; and,

WHEREAS, the Council will review projects and approve staff to proceed with project or program implementation in order to obligate the entirety of the funds by December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Frostburg approves the use of American Rescue Plan Act funds for the following programs and projects:

- LED Street Lighting Upgrade
- Lions Park Light Retrofit to LED

ADOPTED this 20th day of October, 2022.

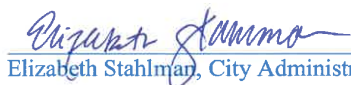
Frostburg Mayor and Council

BY



W. Robert Flanigan, Mayor

Attest:



Elizabeth Stahlman, City Administrator

RESOLUTION 2022-49

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING A CONTRACT FOR THE PURCHASE OF ELECTRICITY.

WHEREAS, The State of Maryland has provided for under the Annotated Code the ability for electric customers to choose the supplier of their electricity; and,

WHEREAS, The City of Frostburg has contracted for electricity for a number of years through a cooperative or brokered solicitation of prices; and,

WHEREAS, in order for the local governments in Allegany County to achieve the best possible electricity pricing, the City of Frostburg, Allegany County Government, the City of Cumberland, and LaVale Sanitary Commission have formed the “Allegany County Cooperative” to solicit electricity supply rates through the energy broker, Tradition Energy; and,

WHEREAS, Tradition Energy has presented the Allegany County Cooperative several quotes from electricity suppliers and a recommendation based on the market trends and research regarding future prices that the City enter into a new 18-month agreement for electricity beginning on May 1, 2023 at a rate offered to the other Cooperative members beginning in November 2022.

NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor & City Council do hereby accept the recommendation of Tradition Energy that the City, as part of the Allegany County Cooperative enter an electricity supply agreement for a rate of \$0.09295/kWh and a term of 18 months beginning on May 2023 and ending in November 2024 from Freepoint Energy Solutions; authorize the City Administrator to execute and any all documents related to the agreement, and further authorizes Tradition Energy to facilitate said agreement.

ADOPTED this 20th day of October, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator



ELECTRICITY SUPPLY AGREEMENT

This coversheet (the "Coversheet") together with the Terms and Conditions, the Facility Attachment, the Contract Summary (if required by the applicable Law) and any addenda hereto constitute the Electricity Supply Agreement (collectively, this "Agreement") entered into by and between Freepoint Energy Solutions LLC ("Seller") and the customer party identified below ("Customer"), effective as of the date this Agreement is executed by Seller (the "Effective Date").

Customer Information:

Customer Name:	City of Frostburg <small>(Required)</small>	DBA (if applicable):	
Customer Contact:			
Name:	Elizabeth Stahlman <small>(Required)</small>	Title:	<small>(Required)</small>
Phone:	301-689-6000 <small>(Required)</small>	Email:	estahlman@frostburgcity.org <small>(Required)</small>
Address for Notices:			
Street:	59 East Main St PO Box 440 <small>(Required)</small>	City:	Frostburg <small>(Required)</small>
		State:	MD <small>(Required)</small>
		Zip:	21532 <small>(Required)</small>

Electricity Supply Selection:

Pricing: <input checked="" type="checkbox"/> Fixed	Price: \$0.09295/kWh	Cost Components Included in the Price (check if included):
		<input checked="" type="checkbox"/> Energy <input checked="" type="checkbox"/> Capacity <input checked="" type="checkbox"/> Transmission <input checked="" type="checkbox"/> Ancillary Services <input checked="" type="checkbox"/> Renewables <input checked="" type="checkbox"/> MLC <input checked="" type="checkbox"/> ARR
Broker: TFS Energy Solutions LLC DBA Tradition Energy		

Customer shall provide Seller with financial and other information as Seller may request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Seller may use the contact information provided above to contact Customer including by e-mail, automatically dialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier, obtain Customer Data from the Utility and take whatever actions are required to switch all relevant electric accounts to Seller. The undersigned represents and warrants that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, (iii) none of the Facilities for which it is purchasing electricity from Seller is a residence and the electricity purchased hereunder will not be used for a residential purpose, and (iv) Customer is in agreement and will comply with all terms and conditions of this Agreement.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

CUSTOMER: City of Frostburg

Signature: Elizabeth Stahlman Date: 10/20/22
Name: Elizabeth Stahlman
Title: City Administrator

FREEPOINT ENERGY SOLUTIONS LLC

Signature: Geno J Cortina Date: 10/21/2022
Name: Geno J Cortina
Title: SVP Sales

Quote No.: 315708.2-26



ELECTRICITY SUPPLY AGREEMENT Facility Attachment

This Facility Attachment supplements and forms a part of this Agreement.

Customer Name: City of Frostburg

Facilities									
	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	Potomac Edison	08041392015000892538	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	0.03	0.05	
2	Potomac Edison	08041740655001006395	,, MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	30.08	31.52	
3	Potomac Edison	08042145975000852351	,, MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.01	0.01	
4	Potomac Edison	08042145975001366312	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.36	0.36	
5	Potomac Edison	08042420185000907789	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	0.01	0.01	
6	Potomac Edison	08042925605001068395	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	10.33	10.52	
7	Potomac Edison	08042978245000544879	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.01	0.01	
8	Potomac Edison	08042978245000544963	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.01	0.01	
9	Potomac Edison	08042978245000793636	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.58	0.59	
10	Potomac Edison	08042978245000892548	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	0.32	0.96	
11	Potomac Edison	08042981555001091760	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.01	0.01	
12	Potomac Edison	08042984695000393884	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	3.64	3.73	
13	Potomac Edison	08043038125000728785	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.10	0.21	
14	Potomac Edison	08043038525001537952	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	26.11	26.47	
15	Potomac Edison	08043045615000531534	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	0.37	0.31	
16	Potomac Edison	08043166705000404295	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.01	0.01	
17	Potomac Edison	08043395245000573767	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	0.09	0.07	
18	Potomac Edison	08044078435000592792	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	1.15	1.11	
19	Potomac Edison	08044142215000872481	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	1.47	1.39	
20	Potomac Edison	08044268565000872492	,, MD	05/12/2023	11/12/2024	Utility Consolidated - Bill Ready	1.08	1.01	
21	Potomac Edison	08044328095000524288	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	1.76	1.80	
22	Potomac Edison	08044328095001496835	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.02	0.02	
23	Potomac Edison	08044386205001052181	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	1.20	1.25	
24	Potomac Edison	08044451275000518932	,, MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	5.05	4.47	
25	Potomac Edison	08044454635000922439	,, MD	04/26/2023	10/25/2024	Utility Consolidated - Bill Ready	86.89	86.78	
26	Potomac Edison	08044521345000588105	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	2.21	2.27	
27	Potomac Edison	08044525945000551793	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	2.40	2.45	
28	Potomac Edison	08044693645000773108	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	7.57	7.71	
29	Potomac Edison	08044748145000759150	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	1.98	2.03	
30	Potomac Edison	08044749045000397295	,, MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	1.17	1.21	

Version MD_FIXED_09.27.2022



31	Potomac Edison	08044752355000906731	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.25	0.26	
32	Potomac Edison	08044752695000566614	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	1.96	2.01	
33	Potomac Edison	08044869325000602619	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.30	0.26	
34	Potomac Edison	08044870965000602676	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.01	0.01	
35	Potomac Edison	08044983475000418438	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.01	0.01	
36	Potomac Edison	08045228425000593897	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.01	0.01	
37	Potomac Edison	08045236295000594470	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	39.53	40.81	
38	Potomac Edison	08045298475000561327	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	2.10	2.35	
39	Potomac Edison	08045472375000614416	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.68	0.70	
40	Potomac Edison	08045676755000621643	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	5.40	5.49	
41	Potomac Edison	08045676755001233633	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.92	1.73	
42	Potomac Edison	08045866435000595173	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	2.33	2.39	
43	Potomac Edison	08046068305000917678	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	3.11	3.58	
44	Potomac Edison	08046068835000917683	, , MD	05/10/2023	11/08/2024	Utility Consolidated - Bill Ready	0.10	0.11	
45	Potomac Edison	08046631915000884120	, , MD	05/11/2023	11/11/2024	Utility Consolidated - Bill Ready	0.57	0.44	
46	Potomac Edison	08046688445000550239	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	1.52	1.55	
47	Potomac Edison	08046694715000900634	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.37	0.51	
48	Potomac Edison	08046759985000750233	, , MD	05/09/2023	11/07/2024	Utility Consolidated - Bill Ready	0.77	0.92	

*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address or e-mail address is provided herein.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address or e-mail address, if provided.

Dual Billing Address: Street: City: State: Zip:

☐ Please check this box if you wish to receive invoices by mail.

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

Forecasted Volume



Month	Summary Forecasted Volume (kWh)
4/2023	3,136.99
5/2023	86,339.39
6/2023	125,447.28
7/2023	139,000.79
8/2023	138,508.97
9/2023	143,201.32
10/2023	145,031.33
11/2023	148,579.36
12/2023	165,717.17
1/2024	172,488.15
2/2024	159,238.75
3/2024	144,445.76
4/2024	122,357.67
5/2024	117,158.10
6/2024	123,905.85
7/2024	140,513.71
8/2024	137,953.38
9/2024	142,853.83
10/2024	137,565.73
11/2024	28,674.36
Total	2,522,117.90

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

CUSTOMER: City of Frostburg

Signature: Elizabeth Stahman

Date: 10/20/22

Name: Elizabeth Stahman

Title: City Administrator

FREEPOINT ENERGY SOLUTIONS LLC

Signature: Geno J. Cortina

Date:

Name: Geno J Cortina

10/21/2022

Title: SVP Sales

Quote No.: 315708.2-26



ELECTRICITY SUPPLY AGREEMENT Terms and Conditions

1. **Overview.** These Terms and Conditions supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. As a condition precedent to Seller entering into this Agreement, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "Initial Term"), unless earlier terminated as provided herein. At the end of the Initial Term, the term of this Agreement shall automatically continue on a month-to-month basis at market based pricing as per Section 3 below, unless and until terminated by either Party upon providing the other Party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price), (iv) Indian River RMR Rate for Delmarva Facilities and (v) any costs and charges assessed pursuant to Sections 6 or 7 hereof (collectively, the "Seller Charges"). If the Energy component is not selected as included in the Price, Seller shall factor the applicable line losses into the calculation of Commodity Charges. After the expiration of the Initial Term, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin, and may change monthly without prior notice to Customer. The Price does not include the costs of distribution and other services provided by the relevant Utility (the "Utility Charges").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "Utility Consolidated Billing" or "UCB") and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "Dual Billing"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. Seller reserves the right to pass through charges or fees incurred by Seller to process ACH or credit/debit card payments. If selected by Customer, any and all amounts due and payable pursuant to this Agreement may be processed via autopay. All invoices will include amounts for applicable Taxes. Depending on the bill format, charges assessed pursuant to Sections 6 or 7 hereof may appear on Customer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. If on Dual Billing and if an email address is provided, Seller will provide the invoice by email, unless Customer specifically opted to receive invoices by mail. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "Interest Rate"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included on any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.
5. **Taxes.** Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Change in Usage.** Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 100% or more (the "Load Change Percentage") as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings, or closings, and/or changes in operating hours. Customer shall be responsible for payment of the costs, charges and/or losses incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, "Additional Charges").
7. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs, or charges ("Regulatory Charges"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.



8. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**") under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified herein, upon the termination of the Agreement with respect to a Facility hereunder, Seller shall be permitted to switch Customer to receive Default Service at such Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "**Transaction**") under this Agreement. Subject to Seller's rights and remedies hereunder (including Section 9 below), Customer may terminate this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the Effective Termination Date.
9. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and shall calculate and aggregate the Termination Payment for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever occurs last (the "**Effective Termination Date**"). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice with the amount thereof from Seller and shall include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Irrespective of whether a Termination Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
10. **Credit.** If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer or Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller.
11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE TERMINATION PAYMENT WILL CONSTITUTE DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIAL REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW, CUSTOMER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.
12. **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
13. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.



14. **Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party, then Seller may terminate this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.
15. **Representations.** Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provided by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; and (f) it is entering this Agreement as principal and not as agent for any other party.
16. **Confidentiality.** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility any account-related information including its account name, account number, billing address, billing and payment history, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand (individually and collectively, the "Customer Data"). Seller may disclose any Customer Data to the Utility, a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement and their respective agents, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
17. **Notices.** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided herein changes. The Notices shall be delivered, with respect to Seller, as follows:

Freepoint Energy Solutions LLC
3050 Post Oak Blvd, Suite 1330
Houston, TX 77056
Attention: Freepoint Retail Operations
Our website: www.freepointsolutions.com
Email: customerrelations@freepointsolutions.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day on the day it was transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 9, 11, 12 and 18 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third



- party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Customer will not (a) withhold payment for any reason (subject to its right to dispute invoices); (b) resell any portion of the electricity purchased from Seller to any third party or (c) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties.
19. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's Utility; and (e) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
20. **Conversion Option.** At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "Conversion Option"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.
21. **Special Provisions for Facilities located Maryland.** Seller is licensed as an energy supplier by the Commission under License No. IR-3795. The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to Seller will not impact Customer's electric service reliability. Customer will receive bills for Seller's services as explained in Section 4. Information on the market-based price, generation energy sources, environmental impacts or historical billing data is available upon request. After the expiration of the Initial Term, the market-based price will be determined by Seller in accordance with Section 3 and there is no limit on how much this price may change from one billing cycle to the next. Supplier's price is not regulated by the Commission. The Utility is responsible for the Utility Charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the Utility. Please contact Seller's Customer Service department at the number specified below for information concerning how to contact the Utility. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:
Freepoint Energy Solutions LLC
Seller's website: www.freepointsolutions.com
Customer Service Toll Free Number: 1-800-982-1670
Customer Service Fax Number: 1-713-583-9087
Customer Service Hours: Business Days from 8:00AM to 5:00PM central time
Customer Service Email: CustomerRelations@freepointsolutions.com
If Customer's complaint is not resolved after Customer has called Seller and/or Utility, Customer may contact the Commission for further assistance at the contact information set forth below:
Public Service Commission of Maryland
Telephone: (Toll Free) 1-800-492-0474 Website: <http://www.psc.state.md.us>
As used in this Agreement, the following terms have the meanings set forth below:
"Commission" means the Public Service Commission of Maryland.
"Protected Class Customer" means a small commercial customer that does not have a metered 30-minute demand that equals or exceeds 25kW; energy consumption in excess of 6,000 kWh in any two consecutive winter billing months; or a monthly energy consumption that exceeds 7,500 kWh for a single summer billing month
"Utility" means the electric distribution company that physically transmits or distributes electricity to retail electric customers.
22. **Definitions.** As used in this Agreement, the following terms have the stated meanings, provided that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
- a. "Administrative Fee" means a fee charged by Seller for the electricity supply provided under this Agreement.
- b. "Ancillary Services" means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.

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- c. **"ARR"** means auction revenue rights and associated congestion credits as allocated by PJM and received by Seller.
- d. **"Bankrupt"** means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- e. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
- f. **"Capacity"** means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.
- g. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, whether directly or indirectly related to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
- h. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
- i. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified herein or in any addenda hereto.
- j. **"Contract Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
- k. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Terminated Transaction.
- l. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
- m. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
- n. **"Delivery Point"** means the load zone associated with each Facility.
- o. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
- p. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP and line losses.
- q. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller.
- r. **"Estimated Start Date"** means the date specified on the Facility Attachment.
- s. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral within two (2) Business Days of receiving Seller's written demand therefor; (D) a Transfer Event occurs with respect to Customer or (E) Customer seeks to repudiate the Agreement.
- t. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement as set forth on the Coversheet or any Facility Attachment.
- u. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or the ISO.
- v. **"Forecasted Volume"** means the Customer's expected electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- w. **"Indian River RMR Rate"** means the reliability must run charges associated with the deactivation of the Indian River generating station.
- x. **"ISO"** means the applicable independent system operator.
- y. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- z. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- aa. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).

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- bb. **"MLC"** means marginal loss credits and associated transmission loss credits as received by Seller.
- cc. **"NSPL"** means the Facility's network service peak load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- dd. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- ee. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- ff. **"PLC"** means the Facility's peak load contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- gg. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or any addenda hereto, and, after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 3 hereof.
- hh. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility and/or ISO/RTO tariffs, rules or protocols.
- ii. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of the Transaction had such Transaction not been terminated, as reasonably determined by Seller.
- jj. **"Renewables"** means the mix of renewable energy sources that Seller is required by Law to meet under the renewable portfolio, renewable electricity and similar standards or requirements applicable in the state and other jurisdictions in which the Facility is located.
- kk. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- ll. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- mm. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- nn. **"Termination Payment"** means, with respect to a Terminated Transaction, (i) the Early Termination Amount (if any) plus (ii) all of Seller's Costs.
- oo. **"TPV"** means a Seller approved and third party verified recording.
- pp. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; or (B) Customer sells all or substantially all of its assets to another person.
- qq. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.

RESOLUTION 2022-50

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND AUTHORIZING A CONTRACT FOR THE REPLACEMENT OF THE ROOF OF THE FROSTBURG STREET DEPARTMENT.

WHEREAS, The City of Frostburg's Street Department's rubber membrane roof has exceeded its useful life and is leaking; and,

WHEREAS, the City of Frostburg solicited quotes from various roofing contractors and advertised on e-Maryland Marketplace Advantage and received only 1 bid; and,

WHEREAS, The Director of Public Works considered re-bidding, but based on multiple conversations with area firms, they would not submit a bid at this time, and in consultation with the Commissioner Public Works, it is recommended that the contract is approved for the sole bidder.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council of Frostburg, Maryland authorize the Director of Public Works to award the contract to the low bidder, Vertex Roofing Contractors Inc. in the amount of \$131,400 for the replacement of the Street Department rubber membrane roof.

ADOPTED this 20th day of October, 2022.


Frostburg Mayor and Council

BY



W. Robert Flanigan, Mayor

Attest:



Elizabeth Stahlman, City Administrator

RESOLUTION 2022-51

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND AUTHORIZING THE REBUILDING OF A VALVE FOR USE AT PINEY DAM.

WHEREAS, The City of Frostburg's Piney Dam infrastructure includes several valves; and,

WHEREAS, the valves wear with time and need to be replaced or rebuilt and one valve was removed after it failed and replaced with a new valve; and,

WHEREAS, the Director of Public Works recommends rebuilding the 8" Willamette Cone Valve and hydraulic cylinder in order to have additional redundancy in the system; and,

WHEREAS, it is the recommendation of the Director of Public Works to approve this contract as a sole source procurement as the proposal is from a firm that has significant familiarity with the City resource for which the purchase is sought;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Frostburg, Maryland authorize the Director of Public Works to award the contract to the Walter N. Yoder & Sons, Inc. \$30,250.00 to rebuild an 8" Willamette Cone Valve and hydraulic cylinder.

ADOPTED this 20th day of October, 2022.

Frostburg Mayor and Council

BY _____
W. Robert Flanigan, Mayor

Attest:



Elizabeth Stahlman, City Administrator

RESOLUTION 2022-52

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING A PROPOSAL FROM RK&K, LLP FOR SMOKE TESTING AND GIS MAPPING OF THE CITY'S SEWER AND STORM SEWER SYSTEM.

WHEREAS, The City of Frostburg is under a Consent Order from EPA to eliminate a combined sewer system by separating stormwater from sewer and removing illegal connections from the sewer; and,

WHEREAS, smoke testing is the industry standard for discovering illegal downspout connections, broken sewer connections, and other sources of rainwater infiltration to the sewer system; and,

WHEREAS, the City has made significant progress in mapping its buried water assets in a GIS system and various attributes of that infrastructure, but has not begun a comprehensive sewer mapping effort; and,

WHEREAS, it is the recommendation of the Director of Public Works to approve a proposal to smoke test all of the City of Frostburg, and as part of that effort map the buried sewer and stormwater infrastructure in a GIS system to be used by the Street Department, for sewer modeling, and for asset management purposes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Frostburg, Maryland accept a proposal from RK&K, LLP for smoke testing, sewer and storm sewer mapping, and other ancillary work as described in the proposal dated September 19, 2022 in the amount of \$ 247,400.00 and further authorize the Director of Public Works execute the proposal and associated documents in order for RK&K to commence with work.

ADOPTED this 20th day of October, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

RESOLUTION 2022-53

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND DECLARING VEHICLES AND MISCELLANEOUS EQUIPMENT SURPLUS.

WHEREAS, The City of Frostburg owns vehicles, equipment, and other miscellaneous items that need to be sold or disposed of when no longer in use; and,

NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor and Council do hereby declare as surplus, and authorize the sale on govdeals.com or elsewhere through competitive means, or the recycling, or disposal of numerous items that have been accumulated at the Water, Parks and Recreation, and Street Departments including a 2007 Peterbuilt garbage truck, a sewer jetter truck, a trailer, a smaller roller, and other miscellaneous small items.

ADOPTED this 20th day of October, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

MINUTES CLOSED SESSION HELD ON OCTOBER 13, 2022

1. Statement of the time, place, and purpose of the closed session:

Time of closed session: 4:30 pm

Place (location) of closed session: 37 Broadway, Frostburg Municipal Center, Meeting Room 100

Purpose of the closed session: To discuss the resignation of a specific employee and planning to hire replacement

2. Record of the vote of each member as to closing the session:

Names of members voting aye: Flanigan, Forsythe, Grove, Ritchey, Carter

Members opposed: None Abstaining: None

3. Statutory authority to close session:

This meeting was closed under the following provisions of General Provisions Art. § 3-305(b):

➔ **Topic #1:** § 3-305(b) (1) ➔ **Topic #2:** § 3-305(b) () ➔ **Topic #3:** § 3-305(b) ()
(add others as needed)

4. Listing of each topic actually discussed, persons present, and each action taken in the session:

Topic description	Persons present for discussion	Action Taken/Each Recorded Vote
#1: To discuss the resignation of an employee	Mayor Flanigan, Commissioner Carter, Commissioner Forsythe, Commissioner Grove, Commissioner Ritchey Staff: E. Stahlman	None. Personnel matter was reviewed and City Administrator to advertise vacant position.
#2:		
#3:		

Proclamation

WHEREAS, the City of Frostburg was incorporated in 1876 making it one of Maryland's 156 municipalities; and,

WHEREAS, municipal government represents the most responsive level of government, allowing citizens to have direct access to elected officials; and,

WHEREAS, in an effort to educate citizens about municipal government and the importance of their participation, the City of is proud to promote municipal government awareness; and,

WHEREAS, municipalities have enhanced the quality of life for their respective residents by providing 24/7 police protection, maintaining infrastructure, offering ample recreational opportunities, bolstering its historic downtowns, and helping to make Maryland and Frostburg a community place people love to be.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and Council of the City of Frostburg, Maryland hereby joins the Maryland Municipal League in declaring November 2022 to be

Municipal Government Works Month

And together we celebrate the dedication and drive of our many municipal employees who work to make Frostburg a place we are proud to call home.

W. Robert Flanigan, Mayor

City of Frostburg
Monthly Reports



For the month of October 2022
Reports from the Departments of:

Community Development
Finance
Parks and Recreation
Police
Street
Water

CITY OF FROSTBURG

Monthly Report: Community Development Department

For the Month of: October 2022

Submitted by: Bethany Fife, Planner / Interim Community Development Director; Taylor Richards, Rental Housing Program Coordinator; Jay Hovatter, Permits Clerk/Code Enforcement Officer

Permits

Please see attached permit report.

Rental Housing

- RH Coordinator worked closely with HRDC and the Dept. of Social Services to quickly assist a displaced citizen with children with housing in Frostburg.
- Welcome packets were sent out to new and potential rental property owners
- Phone meetings were conducted for new rental property owners to go over the RH program.
- Owner and Agent list was provided to citizens who requested assistance with housing in Frostburg.
- Confirmation of rental unit increases were provided to Finance for surcharge increases to match number of units
- Housing notes were sent to Owners and Agents for the month of September
- Combined effort with Code Enforcement was made for non-compliant properties.
- Confirmation of zero outstanding issues was given by RH and CE for per our Finance Department's request for property transfers.
- Updates have been made to all systems reflecting property transfers and changes. Pending changes will be updated upon confirmation from Finance.
- Updates have been made to reflect new Owner's Agents.
- Inspections are moving along as planned, inspectors are successfully using the iWorQ platform as intended. All parties have access to iWorQ staff for assistance as needed.

Code Enforcement

- Jay Hovatter was sworn in at the Allegany County District Courthouse on October 7.
- Detailed code enforcement action reports are attached. Please note that the Phone Call/Emails in the Activity Report reflect calls and emails from complainants, property owners, and/or tenants related to code enforcement matters.

Boards and Commissions

- *Historic District Commission* – The Historic District Commission did not meet in October 2022 due to no applications received.
- *Planning Commission* –
 - The Frostburg Planning Commission did not meet in October due to no applications received.
- *Board of Zoning Appeals* – The Board of Zoning Appeals did not hold any public hearings in October due to no applications received.

Director's Report:

Meetings, Webinars, Conferences, and Trainings Attended:

- October 17-19: Attendance the Appalachian Regional Commission conference at Rocky Gap State Park. Sessions included: Advancing Appalachia's Economy through Cross-State Collaborations; Creating an Entrepreneurial Ecosystem through Collaboration; Leveraging Thriving Downtowns for Economic & Community Development; and Deep Dive Workshop: How Tourism Sparks Economic Development.
- October 19: Nickel Building Check-In Meeting
- October 24-26: Attendance at the Maryland Planning Commissioners Association annual conference. Sessions included: Planning Commissioners Training Course; Site Visit to the Visitation Hotel (Downtown Frederick's largest adaptive reuse project); Mentoring Reception; Transportation Planning: Supporting Federal and State Climate Action Strategies While Achieving MDOT's Mission; Planning Commissions and Comprehensive Plan Consistency; and Citizen Planners Role in Planning for Housing over the Next 20 Years.

Planning & Economic Development:

Subdivision and Land Use Regulations under review for rewrite and update by Planning Commission and CD Director. Completion of this document expected to be done in house and without consultation. Protection and maintenance of water taps discussed among Finance and Public Works departments and noted for update not only in S & LD Regulations, but also Article 6 of City Code.

Comprehensive Plan and Housing Element: Staff is gearing up to prepare an RFP for consulting services related to a full rewrite of the 10-year Comprehensive Plan, a document required by state law.

Ongoing Subdivision development occurring at Prichard Farms and Sand Spring Run Phase 1 as well as Phase 2. Ongoing coordination with Public Works and Allegany County on Connection Permits and addressing, respectively. Our Annual Report to MDP reflected 9 new single family homes in Frostburg for the 2021 calendar year, all due to these developments.

Ongoing development in the Industrial Park: The 58,000 SF addition to Sierra Hygiene is well underway and nearing completion. Final plans for Smitty's fuel stop are on hold. We worked in conjunction with Allegany County to determine potential needs for stop lighting and intersection improvements at Rte. 36 and Village Parkway. An updated traffic study for a signal light warrant has been completed by Bennett, Brewer and Associates and no current warrants for signal lighting have been satisfied.

Collaboration underway with Allegany Arts Council, Allegany County Tourism, and Frostburg First to improve the Depot Gateway to the Business District. Application for funds made to DHCD, and Frostburg First is applying MSAC funds. Improvements currently based on public art projects including stenciling the sidewalk up to the business district with a timeline of Frostburg's history, improving way finding signage toward the business district, updating the "phone booth" adjacent to the turntable, and muralizing the wall below the Shogun rear deck area. Future plans include determining the best route to improve the rear deck area and building façade at the Shogun location.

CD Staff currently implementing software from iWorQ for web based tracking of permits, code enforcement, and rental housing. Software capabilities include, tracking processes, documenting requirements for inspections and follow ups, and generating notifications. CD and Finance have worked out online payment options and reporting. Online credit card payment capability went live late February, and Community Development and Finance worked out the reporting for such payments.



Case Activity Report

10/01/22 - 10/31/2022

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
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Group: Inspection

10/21/2022	10/21/2022	205 MCCULLOH ST	Building Permit Required	Inspection	First Warning

Group Total: 1

Group: Phone Call/Email

10/21/2022	10/21/2022	205 MCCULLOH ST	Building Permit Required	Phone Call/Email	First Warning
10/20/2022	10/21/2022	205 MCCULLOH ST	Building Permit Required	Phone Call/Email	First Warning
10/11/2022	10/21/2022	205 MCCULLOH ST	Building Permit Required	Phone Call/Email	First Warning
10/5/2022	ASAP - 20 days (tree); 30 days (fence)	20 DEPOT ST	Damaged fence; problem tree	Phone Call/Email	Resolved

Group Total: 4

Group: Re-Inspection

10/5/2022	ASAP - Stop Work Order Issued	220 W MAIN ST	Shed Installed w/o Permit and in an unsafe manner	Re-Inspection	Resolved
10/14/2022	10 Days	148 MAPLE ST	Furniture on front porch	Re-Inspection	Resolved
10/10/2022	7/8/2022	113 SPRING ST	Complaint received re: high grass	Re-Inspection	Final Warning

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
10/10/2022	ASAP - 20 days (tree); 30 days (fence)	20 DEPOT ST	Damaged fence; problem tree	Re-Inspection	Resolved
10/10/2022	8/19/2022	106 MAPLE ST	High grass	Re-Inspection	Resolved
10/10/2022	9/8/2022	162 CENTER ST	Furniture and solid waste	Re-Inspection	Resolved
10/10/2022	10/14/2022	Lot between 41 and 43 Maple Street	Untagged Vehicle	Re-Inspection	Resolved
10/10/2022	10/10/2022	164-166 MAPLE ST	Chair on front porch	Re-Inspection	Resolved
10/10/2022	ASAP - 20 days (tree); 30 days (fence)	20 DEPOT ST	Damaged fence; problem tree	Re-Inspection	Resolved

Group Total: 9

Group: Return Mail

10/14/2022	9/28/2022 (court); 10/08/2022 (fine)	40 MCCULLOH ST	High Grass	Return Mail	Citation Issued
10/13/2022	10 Days	148 MAPLE ST	Furniture on front porch	Return Mail	Resolved

Group Total: 2

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Total Records: 16

11/7/2022



Case Detail Report

10/01/22 - 10/31/22

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
10/17/2022	11/17/2022	129 WASHINGTON ST	Rain gutters and downspouts	First Warning
10/11/2022	10/21/2022	205 MCCULLOH ST	Building Permit Required	First Warning
10/10/2022	10/28/2022	116 HILL ST	Untagged vehicle	First Warning
10/7/2022		40 S BROADWAY	Constuction materials impeding foot traffic on sidewalk	Verbal/Courtesy Warning
10/7/2022	10 Days	148 MAPLE ST	Furniture on front porch	Resolved
10/7/2022	10 Days	143 WOOD ST	Chair on front porch	First Warning
10/3/2022	ASAP - Stop Work Order Issued	220 W MAIN ST	Shed Installed w/o Permit and in an unsafe manner	Resolved

Total Records: 7

11/7/2022



Permit Report

10/01/2022 - 10/31/2022

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Building	Accessory Structure	212 MCCULLOH ST	Storage Shed	Closed
Dumpster - Temporary		131 W COLLEGE AVE	Temporary Placement of 16' POD Container two car lengths from the corner of High Street/W. College Avenue	Closed
Certificate of Appropriateness		27 E MAIN ST	The owner of the building, pending approval from the city, will install a sign on all 3 sides of the store front awning. A digital image replicating the exact signage placement and design is attached to assist in approving the request.	Closed
Building	Accessory Structure	25 PARK AVE	Prefab Carport	Pending

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Sign		4 S BROADWAY	Installation of 3ft. x 2ft. commercial sign	Closed
Certificate of Appropriateness		4 S BROADWAY	Administrative Approval - Commercial Sign	Closed
Demolition		45 ORMAND ST	Raze and remove residential structure from lot	Closed
Use & Occupancy		113 Heartwood Drive	Residential Use and Occupancy	Closed
Use & Occupancy		10701 NEW GEORGES CREEK ROAD SW	Commercial Use and Occupancy	Pending
Sign		10701 NEW GEORGES CREEK ROAD SW	Installation of illuminated wall-mount commercial sign	Closed
Building	Accessory Structure	220 W MAIN ST	Installation of 11.25'x16' Gazebo	Closed
Use & Occupancy		300 E MAIN ST	Commercial Use & Occupancy	Closed

Total Records: 12

11/7/2022

CITY OF FROSTBURG
MONTHLY REPORT - TAXES
FOR THE MONTH ENDING OCTOBER 31, 2022

Tax Type - Year	Principal Receivable at 09/30/22	Billings	Receipts Principal	Interest	Abatements/ Adjustments	Principal Receivable at 10/31/22
Real Estate - 17/18	\$ 227.70	\$ -	\$ -	\$ -	\$ -	\$ 227.70
Real Estate - 18/19	358.03	-	121.81	-	-	236.22
Real Estate - 19/20	1,030.92	-	-	-	-	1,030.92
Real Estate - 20/21	22,077.26	-	184.37	141.48	-	21,892.89
Real Estate - 21/22	72,050.68	-	513.57	123.36	-	71,537.11
Real Estate - 22/23	756,345.23	-	182,511.93	5,730.75	(308.35)	573,524.95
Real Estate Total	<u>\$ 852,089.82</u>	<u>\$ -</u>	<u>\$ 183,331.68</u>	<u>\$ 5,995.59</u>	<u>\$ (308.35)</u>	<u>\$ 668,449.79</u>
Personal Prop - 20/21	\$ 293.45	\$ -	\$ -	\$ -	\$ -	\$ 293.45
Personal Prop - 21/22	388.50	-	-	-	-	388.50
Personal Prop - 22/23	8,821.20	-	5,924.40	-	(1,048.50)	1,848.30
Personal Property	<u>\$ 9,503.15</u>	<u>\$ -</u>	<u>\$ 5,924.40</u>	<u>\$ -</u>	<u>\$ (1,048.50)</u>	<u>\$ 2,530.25</u>
Public Utility - 22/23	<u>\$ 93,192.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 93,192.00</u>
Corporation - 19/20	\$ 40.36	\$ -	\$ -	\$ -	\$ -	\$ 40.36
Corporation - 20/21	2,246.32	-	-	-	-	2,246.32
Corporation - 21/22	21,597.11	-	105.45	17.38	-	21,491.66
Corporation - 22/23	41,746.08	12,818.60	6,179.28	38.97	-	48,385.40
Corporation Total	<u>\$ 65,629.87</u>	<u>\$ 12,818.60</u>	<u>\$ 6,284.73</u>	<u>\$ 56.35</u>	<u>\$ -</u>	<u>\$ 72,163.74</u>
Total	<u>\$ 1,014,692.49</u>	<u>\$ 12,818.60</u>	<u>\$ 195,540.81</u>	<u>\$ 6,051.94</u>	<u>\$ (1,356.85)</u>	<u>\$ 836,335.78</u>

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-000-4000	TAXES-REAL ESTATE	2,557,000	(387.13)	2,602,906.82	101.8
01-000-4001	PERSONAL PROPERTY TAXES	12,000	(1,048.50)	8,431.80	70.3
01-000-4002	PUBLIC UTILITY TAXES	190,000	-	93,192.00	49.1
01-000-4003	CORPORATION TAXES	130,000	12,775.85	84,810.11	65.2
01-000-4004	PRIOR YEAR TAXES	2,000	-	(227.31)	(11.4)
01-000-4005	TRAILER TAX	1,600	-	140.00	8.8
01-000-4010	INTEREST ON TAXES	50,000	6,015.17	11,219.40	22.4
01-000-4011	TAX CREDITS	(2,000)	(2,277.10)	(2,277.10)	113.9
01-000-4012	TAX ABATEMENTS	(3,000)	-	(1,121.99)	37.4
01-000-4013	ENTERPRISE ZONE CREDIT REIMBURS	1,000	-	-	-
01-000-4020	MARYLAND INCOME TAXES	575,000	4,762.51	100,247.09	17.4
01-000-4021	ADMISSION TAXES	20,000	15,407.51	15,407.51	77.0
01-000-4022	HOTEL MOTEL TAX	130,000	8,799.80	28,924.73	22.3
01-000-4023	HIGHWAY USE TAX	343,700	-	-	-
01-000-4024	COAL TAX	2,500	-	-	-
01-000-4025	HOUSING AUTHORITY	12,000	-	-	-
01-000-4027	PAYMENT IN LIEU OF TAXES	3,900	-	-	-
01-000-4031	LIQUOR LICENSES	10,000	389.50	389.50	3.9
01-000-4032	TRADERS LICENSES	10,000	167.98	1,309.77	13.1
01-000-4040	POLICE GRANTS	40,200	2,801.32	7,394.88	18.4
01-000-4041	PARKING METERS	18,000	2,095.86	6,325.81	35.1
01-000-4043	POLICE PROTECTION GRANTS	135,000	-	-	-
01-000-4045	FINES & FORFEITURES	15,000	1,660.00	3,760.00	25.1
01-000-4046	METER VIOLATIONS	2,000	30.00	300.00	15.0
01-000-4047	FROSTBURG STATE UNIV - MOU	200,000	-	50,000.00	25.0
01-000-4049	SCHOOL RESOURCE REIMBURSEMENT	30,000	-	7,500.00	25.0
01-000-4050	PERMITS, PLANNING, ETC	2,500	100.00	1,190.00	47.6
01-000-4051	BUILDING PERMITS	2,500	45.00	600.00	24.0
01-000-4052	RENTAL REGISTRATION	74,000	40.00	360.00	0.5
01-000-4054	CONSTRUCTION INSPECTIONS	15,000	3,065.00	13,255.65	88.4
01-000-4055	CODE ENFORCEMENT CITATIONS	1,750	-	250.00	14.3
01-000-4056	COMM DEV GRANT REVENUE	50,000	-	-	-
01-000-4060	SWIMMING POOL	50,000	(175.00)	29,194.00	58.4
01-000-4062	DAY CAMP REGISTRATIONS	12,000	-	7,227.00	60.2
01-000-4063	RECREATION ACTIVITIES	15,000	(3.16)	7,840.43	52.3
01-000-4200	OPERATING TRANSFER - WATER FUND	137,650	11,471.00	45,884.00	33.3
01-000-4201	OPERATING TRANSFER - SEWER FUND	224,750	18,729.25	74,917.00	33.3
01-000-4202	OPERATING TRANSFER - GARBAGE FUND	16,850	1,404.25	5,617.00	33.3
01-000-4250	NSF FEES	-	110.00	253.00	-
01-000-4301	RENTS	97,500	8,124.86	32,499.44	33.3
01-000-4302	HRD APPROPRIATION	10,350	-	2,550.00	24.6
01-000-4303	FRANCHISES - GAS, TV, ETC	88,000	-	-	-
01-000-4304	MISCELLANEOUS REVENUE	1,000	170.00	826.81	82.7
01-000-4306	PROJECT REIMBURSEMENT	1,350,000	904,973.85	904,973.85	67.0
01-000-4307	INSURANCE REIMBURSEMENTS	-	-	1,585.06	-
01-000-4315	PROCEEDS FROM FUND BALANCE	99,860	-	-	-
01-000-4317	SPECIAL REVENUE	826,000	-	54,304.76	6.6
01-000-4600	INTEREST INCOME	15,000	22,411.41	74,572.24	497.2
CORPORATE FUND Revenue Total		7,575,610	1,021,659.23	4,276,533.26	
01-100-5000	EXECUTIVE SALARIES	22,200	1,850.00	7,400.00	33.3

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT

Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-100-5010	SOCIAL SECURITY	1,700	141.55	566.20	33.3
01-100-5012	WORKERS COMP	175	10.75	67.00	38.3
01-100-5050	LEGISLATIVE CONTINGENCIES	5,000	300.00	700.00	14.0
01-100-5104	INSURANCE - PUBLIC OFFICIALS	10,000	-	6,656.00	66.6
01-100-5150	TRAINING	2,500	-	475.00	19.0
01-100-5160	TRAVEL	3,500	117.30	687.14	19.6
01-100-5185	PROFESSIONAL FEES	5,000	-	4,594.78	91.9
Department Total		50,075	2,419.60	21,146.12	

	ADMINISTRATIVE				
01-110-5000	SALARIES	188,500	11,310.03	45,645.41	24.2
01-110-5010	SOCIAL SECURITY	14,375	840.54	3,371.64	23.5
01-110-5011	PENSION	13,800	-	-	-
01-110-5012	WORKERS COMP	575	42.25	241.00	41.9
01-110-5013	INSURANCE - HEALTH	41,800	1,574.77	9,896.51	23.7
01-110-5014	INSURANCE - HEALTH RETIREE	22,200	1,789.97	8,461.05	38.1
01-110-5015	CONTRIBUTION - 457	1,875	105.46	421.84	22.5
01-110-5030	EMPLOYEE WELLNESS	7,500	19.00	19.00	0.3
01-110-5050	RESERVE FOR CONTINGENCIES	2,000	(8,870.01)	(1,129.61)	(56.5)
01-110-5100	INSURANCE - AUTO	600	-	527.00	87.8
01-110-5102	INSURANCE - GEN LIAB	150	-	86.00	57.3
01-110-5105	INSURANCE - PROPERTY	8,000	-	7,655.98	95.7
01-110-5106	INSURANCE - AD&D AND LIFE	4,200	318.00	1,566.00	37.3
01-110-5111	CONTRIBUTIONS - TOURISM	95,000	10,035.61	34,014.42	35.8
01-110-5150	TRAINING	1,500	99.00	602.50	40.2
01-110-5160	TRAVEL	500	-	-	-
01-110-5185	PROFESSIONAL FEES	1,600	-	200.00	12.5
01-110-5191	COMMUNICATIONS	13,320	543.17	2,110.07	15.8
01-110-5192	CITY CODE HOSTING	3,000	395.00	625.53	20.9
01-110-5200	ADVERTISING	6,000	114.85	975.12	16.3
01-110-5205	LEGAL	34,500	1,381.10	7,187.53	20.8
01-110-5207	PENSION ADMINISTRATIVE FEE	8,000	-	1,868.73	23.4
01-110-5210	OFFICE SUPPLIES	11,000	712.26	3,162.92	28.8
01-110-5220	POSTAGE	14,000	2,500.00	6,985.01	49.9
01-110-5230	COMPUTER EXP	17,500	507.00	2,028.00	11.6
01-110-5232	IT LICENSING AND FEES	25,000	119.99	10,474.75	41.9
01-110-5235	DIGITAL ENGAGEMENT	5,000	87.00	2,626.80	52.5
01-110-5300	BOARD EXPENSE	11,000	-	10,212.13	92.8
01-110-5391	PRINCIPAL AND INTEREST ON DEBT SERVICE	154,900	-	25,292.98	16.3
01-110-5500	BUILDING - ARMORY	12,000	249.89	1,064.60	8.9
01-110-5502	BUILDING MAINTENANCE	10,100	1,645.22	9,194.47	91.0
01-110-5550	UTILITIES - BUILDING	16,000	665.71	2,314.29	14.5
01-110-5700	BANK FEES	-	28.00	76.00	-
01-110-5807	CAPITAL OUTLAY	1,500,000	4,959.34	154,196.22	10.3
Department Total		2,245,495	31,173.15	351,973.89	

	FINANCE				
01-120-5000	SALARIES	68,700	5,352.39	21,665.25	31.5
01-120-5010	SOCIAL SECURITY	5,225	400.42	1,607.62	30.8
01-120-5011	PENSION	6,300	-	-	-
01-120-5012	WORKERS COMP	200	12.25	77.00	38.5
01-120-5013	INSURANCE - HEALTH	15,500	1,104.00	5,075.15	32.7

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-120-5015	CONTRIBUTION - 457	675	23.06	92.19	13.7
01-120-5102	INSURANCE - GEN LIAB	125	-	86.00	68.8
01-120-5105	INSURANCE - PROPERTY	2,900	-	2,871.00	99.0
01-120-5150	TRAINING	1,000	-	-	-
01-120-5185	PROFESSIONAL FEES	700	-	384.00	54.9
01-120-5310	AUDITING	52,000	-	-	-
01-120-5311	ACTUARIAL STUDY	4,000	-	-	-
01-120-5313	TAX COLLECTION	2,800	-	-	-
01-120-5810	RETSA OBLIGATION	750	-	-	-
Department Total		160,875	6,892.12	31,858.21	
	COMMUNITY DEV				
01-130-5000	SALARIES	59,200	9,302.80	32,215.22	54.4
01-130-5010	SOCIAL SECURITY	4,500	681.67	2,339.35	52.0
01-130-5011	PENSION	5,400	-	-	-
01-130-5012	WORKERS COMP	175	10.75	67.00	38.3
01-130-5013	INSURANCE - HEALTH	7,900	1,641.08	8,278.06	104.8
01-130-5015	CONTRIBUTION - 457	575	-	-	-
01-130-5102	INSURANCE - GEN LIAB	150	-	86.00	57.3
01-130-5105	INSURANCE - PROPERTY	4,950	-	3,828.00	77.3
01-130-5150	TRAINING	500	-	-	-
01-130-5160	TRAVEL	700	202.27	202.27	28.9
01-130-5185	PROFESSIONAL FEES	850	(31.00)	729.00	85.8
01-130-5320	ECONOMIC DEVELOPMENT	8,000	550.00	1,550.00	19.4
01-130-5322	PLANNING	150,000	-	-	-
01-130-5323	PUBLIC ART	2,000	-	-	-
01-130-5820	COMMUNITY LEGACY PROJECTS	50,000	7,285.92	50,034.00	100.1
01-130-5822	SPECIAL PROJECTS	4,000	-	-	-
Department Total		298,900	19,643.49	99,328.90	
	CODE ENFORCEMENT				
01-140-5000	SALARIES	75,100	3,779.20	13,809.76	18.4
01-140-5010	SOCIAL SECURITY	5,700	278.76	1,000.07	17.6
01-140-5011	PENSION	6,875	-	-	-
01-140-5012	WORKERS COMP	225	13.75	86.00	38.2
01-140-5013	INSURANCE - HEALTH	23,200	549.79	3,926.50	16.9
01-140-5015	CONTRIBUTION - 457	750	-	-	-
01-140-5102	INSURANCE - GEN LIAB	150	-	86.00	57.3
01-140-5105	INSURANCE - PROPERTY	3,200	-	2,871.00	89.7
01-140-5150	TRAINING	2,400	-	-	-
01-140-5160	TRAVEL	600	-	7.59	1.3
01-140-5185	PROFESSIONAL FEES	300	-	-	-
01-140-5231	SOFTWARE AND SUBSCRIPTIONS	11,700	-	11,649.90	99.6
01-140-5330	CODE ENFORCEMENT	5,000	-	-	-
01-140-5331	CONSTRUCTION INSPECT	14,000	955.00	5,100.00	36.4
01-140-5332	RENTAL INSPECTION	28,550	1,900.00	21,450.00	75.1
Department Total		177,750	7,476.50	59,986.82	
	PUBLIC WORKS ADMIN				
01-150-5000	SALARIES	53,400	4,146.01	17,179.58	32.2
01-150-5010	SOCIAL SECURITY	4,050	312.88	1,285.74	31.8
01-150-5011	PENSION	4,900	-	-	-

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-150-5012	WORKERS COMP	175	10.75	67.00	38.3
01-150-5013	INSURANCE - HEALTH	9,600	825.44	3,247.82	33.8
01-150-5015	CONTRIBUTION - 457	525	14.46	57.24	10.9
01-150-5102	INSURANCE - GEN LIAB	150	-	86.00	57.3
01-150-5105	INSURANCE - PROPERTY	2,200	-	1,913.99	87.0
01-150-5150	TRAINING	1,500	2,789.88	2,789.88	186.0
01-150-5160	TRAVEL	1,000	45.00	848.86	84.9
01-150-5185	PROFESSIONAL FEES	2,100	-	-	-
01-150-5193	ONE CALL CONCEPTS	1,000	82.87	622.54	62.3
01-150-5340	ENGINEERING EQUIPMENT	3,000	235.59	248.18	8.3
01-150-5341	MAPPING SUPPLIES	7,500	-	5,000.00	66.7
01-150-5342	PUBLIC WORKS	7,400	14.52	387.11	5.2
Department Total		98,500	8,477.40	33,733.94	

	PUBLIC SAFETY				
01-160-5000	SALARIES	998,200	69,734.64	286,371.53	28.7
01-160-5002	SALARIES - POLICE GRANTS	25,000	3,579.53	17,646.28	70.6
01-160-5003	COURT TIME	13,000	1,109.66	5,149.24	39.6
01-160-5010	SOCIAL SECURITY	79,200	5,412.92	22,343.11	28.2
01-160-5011	PENSION	95,250	-	-	-
01-160-5012	WORKERS COMP	142,000	8,721.00	54,512.00	38.4
01-160-5013	INSURANCE - HEALTH	234,300	21,413.45	96,391.90	41.1
01-160-5015	CONTRIBUTION - 457	44,000	2,053.06	9,165.68	20.8
01-160-5100	INSURANCE - AUTO	5,500	346.00	4,740.00	86.2
01-160-5102	INSURANCE - GEN LIAB	900	9.00	702.00	78.0
01-160-5103	INSURANCE - POLICE PROFESSIONAL	12,000	-	11,552.00	96.3
01-160-5105	INSURANCE - PROPERTY	6,000	-	4,727.23	78.8
01-160-5150	TRAINING	25,500	1,696.71	6,990.05	27.4
01-160-5170	UNIFORMS	15,000	321.56	1,463.49	9.8
01-160-5180	SAFETY EQUIPMENT	1,200	99.36	339.21	28.3
01-160-5181	LAW ENFORCEMENT EQUIPMENT	18,500	1,774.11	6,121.39	33.1
01-160-5191	COMMUNICATIONS	30,160	2,098.35	9,446.96	31.3
01-160-5206	C3I CLERICAL SUPPORT	6,000	1,000.30	1,000.30	16.7
01-160-5210	OFFICE SUPPLIES	5,000	264.44	1,494.67	29.9
01-160-5350	FSU MOU	25,000	5,000.00	15,000.00	60.0
01-160-5380	POLICE REFORM	11,200	-	-	-
01-160-5390	MISCELLANEOUS EXPENSE	4,000	406.23	1,227.94	30.7
01-160-5400	GAS, OIL, GREASE	33,000	2,284.84	6,675.98	20.2
01-160-5401	AUTO EXPENSE	18,000	1,188.98	3,776.35	21.0
01-160-5420	FLEET LEASE	22,000	2,629.46	10,566.16	48.0
01-160-5502	JAIL AND OFFICE MAINTENANCE	4,000	509.31	1,069.80	26.8
01-160-5550	UTILITIES - PUBLIC SAFETY	10,000	443.81	1,566.59	15.7
01-160-5700	PARKING METERS	2,000	-	-	-
01-160-5705	TRAFFIC CONTROL	2,000	-	-	-
01-160-5851	FIRE DEPT APPROPRIATION	236,980	59,245.00	118,490.00	50.0
Department Total		2,124,890	191,341.72	698,529.86	

	PUBLIC WORKS - STREET				
01-170-5000	SALARIES	243,300	17,605.60	73,326.68	30.1
01-170-5010	SOCIAL SECURITY	18,600	1,268.08	5,244.85	28.2
01-170-5011	PENSION	21,300	-	-	-
01-170-5012	WORKERS COMP	16,800	1,031.75	6,449.00	38.4

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-170-5013	INSURANCE - HEALTH	71,000	5,012.45	27,323.53	38.5
01-170-5015	CONTRIBUTION - 457	2,200	-	-	-
01-170-5018	UNEMPLOYMENT	1,000	-	-	-
01-170-5100	INSURANCE - AUTO	7,200	-	6,121.00	85.0
01-170-5102	INSURANCE - GEN LIAB	625	-	431.00	69.0
01-170-5105	INSURANCE - PROPERTY	5,600	-	4,466.86	79.8
01-170-5150	TRAINING	5,000	-	4,788.68	95.8
01-170-5170	UNIFORMS	8,000	206.68	3,295.64	41.2
01-170-5180	SAFETY EQUIPMENT	7,200	79.95	1,697.77	23.6
01-170-5191	COMMUNICATIONS	6,000	172.67	698.70	11.7
01-170-5210	OFFICE SUPPLIES	1,000	-	-	-
01-170-5400	GAS, OIL, GREASE	28,500	552.19	5,046.39	17.7
01-170-5420	FLEET LEASE	42,000	2,375.86	9,503.44	22.6
01-170-5550	UTILITIES - BUILDING	6,000	319.40	608.97	10.2
01-170-5711	SALT & ABRASIVES	150,000	-	-	-
01-170-5712	SIGN MAINTENANCE	8,000	1,239.35	1,481.83	18.5
01-170-5713	STREET EQUIPMENT MAINTENANCE	90,000	10,175.16	20,235.89	22.5
01-170-5714	STREET LIGHTING	155,000	6,517.93	22,842.48	14.7
01-170-5715	STREET MAINTENANCE REPAIRS	105,625	3,468.00	39,402.24	37.3
01-170-5716	STREET SHOP EQUIPMENT	90,000	5,652.72	11,647.90	12.9
01-170-5717	STREET LIGHTING REPAIRS	30,000	(1,945.00)	5,485.44	18.3
01-170-5800	CAPITAL OUTLAY	60,000	-	80,060.00	133.4
01-170-5861	STREET PAVING	600,000	808,186.68	815,083.93	135.9
01-170-5865	PARKING LOT MAINTENANCE	15,000	-	-	-
Department Total		1,794,950	861,919.47	1,145,242.22	
RECREATION					
01-180-5000	SALARIES	205,750	16,396.80	65,194.39	31.7
01-180-5010	SOCIAL SECURITY	15,750	1,197.76	4,708.21	29.9
01-180-5011	PENSION	13,400	-	-	-
01-180-5012	WORKERS COMP	14,225	873.75	5,461.00	38.4
01-180-5013	INSURANCE - HEALTH	55,300	6,909.96	22,801.47	41.2
01-180-5015	CONTRIBUTION - 457	2,000	50.06	200.24	10.0
01-180-5100	INSURANCE - AUTO	2,500	-	2,073.00	82.9
01-180-5102	INSURANCE - GEN LIAB	450	-	344.00	76.4
01-180-5105	INSURANCE - PROPERTY	11,000	-	10,357.11	94.2
01-180-5150	TRAINING	300	-	-	-
01-180-5160	TRAVEL	750	-	-	-
01-180-5170	UNIFORMS	4,000	1,040.70	1,595.78	39.9
01-180-5180	SAFETY EQUIPMENT	500	-	-	-
01-180-5400	GAS, OIL, GREASE	7,000	668.58	3,507.39	50.1
01-180-5420	FLEET LEASE	11,000	388.31	1,553.24	14.1
01-180-5503	ARMORY EXPENSE - GYM	10,000	319.38	657.58	6.6
01-180-5504	COMMUNITY CENTER	12,000	500.60	2,761.23	23.0
01-180-5510	CITY PLACE	9,500	400.64	1,469.35	15.5
01-180-5720	BEAUTIFY THE BURG EXPENSE	2,000	281.70	281.70	14.1
01-180-5721	REC EQUIPMENT MAINTENANCE	5,000	352.50	888.11	17.8
01-180-5722	REC LEAGUE APPROPRIATIONS	3,000	-	-	-
01-180-5723	REC PARK MAINTENANCE EXPENSE	68,000	6,815.09	27,921.00	41.1
01-180-5724	STREET TREE MAINTENANCE	7,500	-	-	-
01-180-5725	TRAILHEAD MAINTENANCE EXPENSE	2,000	-	766.00	38.3
01-180-5726	RECREATIONAL PROGRAMS	9,000	1,374.65	2,787.40	31.0

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
01-180-5800	CAPITAL OUTLAY	-	-	5,391.67	-
Department Total		471,925	37,570.48	160,719.87	
RECREATION-POOL					
01-181-5000	SALARIES	66,000	288.15	36,705.68	55.6
01-181-5010	SOCIAL SECURITY	5,050	22.05	2,808.00	55.6
01-181-5012	WORKERS COMP	4,600	282.50	1,766.00	38.4
01-181-5018	UNEMPLOYMENT	500	-	-	-
01-181-5507	POOL OPERATING	35,000	1,110.46	14,481.94	41.4
Department Total		111,150	1,703.16	55,761.62	
RECREATION - DAY CAMP					
01-182-5000	SALARIES	21,300	-	12,573.90	59.0
01-182-5010	SOCIAL SECURITY	1,650	-	961.96	58.3
01-182-5012	WORKERS COMP	1,500	92.00	575.00	38.3
01-182-5018	UNEMPLOYMENT	500	-	-	-
01-182-5507	DAY CAMP OPERATIONS	500	-	229.59	45.9
Department Total		25,450	92.00	14,340.45	
RECREATION - SEASONAL					
01-183-5000	SALARIES	13,200	1,440.00	8,887.63	67.3
01-183-5010	SOCIAL SECURITY	1,025	110.16	679.91	66.3
01-183-5012	WORKERS COMP	925	56.75	355.00	38.4
01-183-5108	UNEMPLOYMENT	500	-	484.20	96.8
Department Total		15,650	1,606.91	10,406.74	
CORPORATE FUND Expenditure Total		7,575,610	1,170,316.00	2,683,028.64	
WATER SERVICE REVENUE					
02-000-4000	WATER SERVICE REVENUE	1,420,000	120,696.19	375,749.08	26.5
02-000-4001	INTEREST EARNED - WATER	1,500	353.97	1,561.81	104.1
02-000-4313	GAIN ON DISPOSAL OF ASSETS	-	-	9,342.50	-
02-000-4315	PROCEEDS FROM FUND BALANCE	92,475	-	-	-
02-000-4317	SPECIAL REVENUE	750,000	-	122,845.20	16.4
02-000-4402	SALE OF METERS	6,000	-	2,250.00	37.5
02-000-4403	TAPPING FEES	7,000	-	2,500.00	35.7
02-000-4404	SUNDRY SALES	20,000	2,630.75	9,971.81	49.9
02-000-4600	INTEREST INCOME	-	3,216.85	3,236.12	-
WATER FUND Revenue Total		2,296,975	126,897.76	527,456.52	
WATER - ADMIN					
02-190-5000	SALARIES	57,500	4,445.20	17,995.10	31.3
02-190-5010	SOCIAL SECURITY	4,350	326.68	1,316.42	30.3
02-190-5011	PENSION	5,250	-	-	-
02-190-5012	WORKERS COMP	175	10.75	67.00	38.3
02-190-5013	INSURANCE - HEALTH	12,450	995.28	4,679.60	37.6
02-190-5015	CONTRIBUTION - 457	575	36.66	146.86	25.5
02-190-5313	COLLECTION EXPENSE	2,500	-	-	-
02-190-5370	FMHA BOND	750	-	666.00	88.8
02-190-5600	CORPORATE OVERHEAD	137,650	11,471.00	45,884.00	33.3
Department Total		221,200	17,285.57	70,754.98	
WATER - FILTRATION					
02-192-0000	WATER - FILTRATION				
02-192-5102	INSURANCE - GEN LIAB	1,100	-	862.00	78.4

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
02-192-5105	INSURANCE - PROPERTY	11,500	-	9,177.52	79.8
02-192-5106	INSURANCE - BOILER & MACHINERY	4,900	-	4,545.60	92.8
02-192-5521	PUMPING SYSTEM EXPENSE	60,000	3,957.44	12,764.81	21.3
02-192-5522	PURIFICATION PLANT MAINTENANCE	190,000	360.00	360.00	0.2
02-192-5710	FILTRATION CONTRACT PAYMENT	564,000	38,276.20	164,557.87	29.2
Department Total		831,500	42,593.64	192,267.80	

	WATER - SUPPLY				
02-194-5000	SALARIES	27,700	2,238.40	9,057.52	32.7
02-194-5010	SOCIAL SECURITY	2,100	171.24	692.91	33.0
02-194-5011	PENSION	2,500	-	-	-
02-194-5012	WORKERS COMP	1,900	116.75	730.00	38.4
02-194-5015	CONTRIBUTION - 457	275	-	-	-
02-194-5506	HYDRO FACILITY EXPENSE	5,000	170.97	170.97	3.4
02-194-5550	UTILITIES / WATER SUPPLY	5,000	199.50	722.48	14.5
02-194-5730	WATER SUPPLY EXPENSE	50,000	11,405.70	12,311.26	24.6
Department Total		94,475	14,302.56	23,685.14	

	WATER - DISTRIBUTION				
02-196-5000	SALARIES	212,400	16,404.80	66,392.08	31.3
02-196-5010	SOCIAL SECURITY	16,250	1,205.70	4,834.33	29.8
02-196-5011	PENSION	19,550	-	-	-
02-196-5012	WORKERS COMP	14,700	902.75	5,643.00	38.4
02-196-5013	INSURANCE - HEALTH	55,700	5,757.43	21,366.07	38.4
02-196-5015	CONTRIBUTION - 457	2,050	27.74	110.96	5.4
02-196-5100	INSURANCE - AUTO	3,600	118.00	3,398.00	94.4
02-196-5102	INSURANCE - GEN LIAB	1,300	-	862.00	66.3
02-196-5105	INSURANCE - PROPERTY	3,300	-	2,294.38	69.5
02-196-5150	TRAINING	500	100.00	116.95	23.4
02-196-5170	UNIFORMS	4,000	246.28	800.41	20.0
02-196-5180	SAFETY EQUIPMENT	4,100	79.95	319.80	7.8
02-196-5191	COMMUNICATIONS	9,200	1,494.50	4,186.06	45.5
02-196-5210	OFFICE SUPPLIES	500	27.39	237.39	47.5
02-196-5390	MISCELLANEOUS EXPENSE	28,550	11,028.09	11,028.09	38.6
02-196-5400	GAS, OIL, GREASE	8,000	785.34	4,909.15	61.4
02-196-5420	FLEET LEASE	24,000	1,725.91	7,003.64	29.2
02-196-5505	CRESTVIEW PUMPING STATION EXPENSE	12,500	232.33	808.29	6.5
02-196-5550	UTILITIES - WATER DISTRIBUTION	2,600	140.12	475.88	18.3
02-196-5700	DISTRIBUTION EXPENSE	90,000	15,444.86	35,789.89	39.8
02-196-5701	DISTRIBUTION PIPE EXPENSE	5,000	3,487.17	3,487.17	69.7
02-196-5702	EQUIPMENT MAINTENANCE	5,000	-	-	-
02-196-5703	FIRE HYDRANTS EXPENSE	15,000	-	1,700.00	11.3
02-196-5704	TRANSMISSION MAINS EXPENSE	12,000	31,533.51	53,103.07	442.5
02-196-5740	METERS EXPENSE	190,000	3,493.02	11,719.02	6.2
02-196-5800	CAPITAL OUTLAY	410,000	-	90,967.25	22.2
Department Total		1,149,800	94,234.89	331,552.88	
WATER FUND Expenditure Total		2,296,975	168,416.66	618,260.80	

03-000-4000	SEWER CHARGES	1,925,000	140,990.99	425,614.35	22.1
03-000-4001	INTEREST EARNED - SEWER	2,700	646.55	2,779.79	103.0
03-000-4317	SPECIAL REVENUE	654,000	-	615.36	0.1
03-000-4404	SUNDRY SALES	1,500	546.12	546.12	36.4

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
03-000-4501	BAY RESTORATION FUND REVENUE	-	13,480.00	81,789.70	-
03-000-4503	SEWER TAP FEES	7,500	-	2,500.00	33.3
03-000-4530	PROJECT REIMBURSEMENTS	71,000	-	-	-
03-000-4600	INTEREST INCOME	-	7,583.16	7,583.16	-
Department Total		2,661,700	163,246.82	521,428.48	
03-220-4520	CSO SURCHARGE REVENUE	405,000	27,727.00	173,528.88	42.9
03-220-4521	INTEREST EARNED - CSO SURCHARGE	1,000	95.49	514.82	51.5
03-220-4530	PROJECT REIMBURSEMENTS	2,461,450	93,223.00	144,693.00	5.9
Department Total		2,867,450	121,045.49	318,736.70	
SEWER FUND Revenue Total		5,529,150	284,292.31	840,165.18	
SEWER - ADMIN					
03-210-5000	SALARIES	57,500	4,445.20	17,995.10	31.3
03-210-5010	SOCIAL SECURITY	4,350	326.68	1,316.42	30.3
03-210-5011	PENSION	5,250	-	-	-
03-210-5012	WORKERS COMP	175	10.75	67.00	38.3
03-210-5013	INSURANCE - HEALTH	12,450	995.14	4,673.00	37.5
03-210-5015	CONTRIBUTION - 457	575	36.66	146.86	25.5
03-210-5313	COLLECTION EXPENSE	2,500	-	-	-
Department Total		82,800	5,814.43	24,198.38	
SEWER - OPERATING					
03-211-5000	SALARIES	151,200	14,081.21	56,994.91	37.7
03-211-5010	SOCIAL SECURITY	11,550	1,010.00	4,056.51	35.1
03-211-5011	PENSION	17,175	-	-	-
03-211-5012	WORKERS COMP	10,500	645.00	4,031.00	38.4
03-211-5013	INSURANCE - HEALTH	59,000	6,285.48	22,227.08	37.7
03-211-5015	CONTRIBUTION - 457	1,800	103.16	412.64	22.9
03-211-5100	INSURANCE - AUTO	2,000	-	798.00	39.9
03-211-5102	INSURANCE - GEN LIAB	625	-	431.00	69.0
03-211-5105	INSURANCE - PROPERTY	5,000	-	4,125.51	82.5
03-211-5150	TRAINING	1,000	-	100.00	10.0
03-211-5170	UNIFORMS	3,000	142.60	617.15	20.6
03-211-5180	SAFETY EQUIPMENT	1,000	-	378.98	37.9
03-211-5191	COMMUNICATIONS	2,400	206.56	715.00	29.8
03-211-5396	BAY RESTORATION FUND EXPENSE	-	46,563.75	46,563.75	-
03-211-5400	GAS, OIL, GREASE	9,750	476.09	3,125.76	32.1
03-211-5520	PUMPING STATION MAINTENANCE	6,000	-	-	-
03-211-5600	CORPORATE OVERHEAD	224,750	18,729.25	74,917.00	33.3
03-211-5761	SANITARY COMMISSION CHARGES	1,220,000	73,310.80	159,628.26	13.1
03-211-5762	SANITARY COMM-TRANSMISSION PROJECTS	11,800	2,929.05	5,858.10	49.6
03-211-5763	SEWER OPERATING EXPENSE	55,000	2,695.36	7,264.30	13.2
03-211-5764	SEWER PUMPING EXPENSE	6,000	82.69	3,490.67	58.2
03-211-5800	CAPITAL OUTLAY - SEWER PROJECTS	725,000	-	-	-
Department Total		2,524,550	167,261.00	395,735.62	
CSO					
03-220-5391	INTEREST EXPENSE	3,650	(2,020.48)	417.57	11.4
03-220-5392	DEBT REDEMPTION	23,150	-	-	-
03-220-5800	CAPITAL OUTLAY	2,895,000	233,232.82	495,722.44	17.1
Department Total		2,921,800	231,212.34	496,140.01	

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
SEWER FUND Expenditure Total		5,529,150	404,287.77	916,074.01	
04-000-4000	WATER TAP SURCHARGE	913,000	65,509.05	375,883.56	41.2
04-000-4001	INTEREST EARNED SURCHARGE	1,600	89.14	744.83	46.6
04-000-4317	SPECIAL REVENUE	175,000	-	-	-
04-000-4600	INTEREST INCOME	-	3,568.55	3,568.55	-
PINEY SURCHARGE FUND Revenue Total		1,089,600	69,166.74	380,196.94	
04-200-5313	WATER SURCHARGE COLLECTION EXPENSE	2,500	-	-	-
04-200-5391	INTEREST EXPENSE	79,625	18,984.69	24,704.49	31.0
04-200-5392	DEBT REDEMPTION	766,400	-	4,586.30	0.6
04-200-5800	CAPITAL OUTLAY	175,000	-	-	-
04-200-5802	CAPITAL REPAIRS	66,075	-	-	-
PINEY SURCHARGE FUND Exp Total		1,089,600	18,984.69	29,290.79	
05-000-4000	TRASH & GARBAGE CHARGES	368,000	26,111.00	174,129.35	47.3
05-000-4001	INTEREST EARNED - TRASH	1,200	60.92	589.49	49.1
05-000-4315	PROCEEDS FROM FUND BALANCE	44,500	-	-	-
05-000-4317	SPECIAL REVENUE	-	-	190,000.00	-
05-000-4404	SUNDRY SALES	1,000	100.00	850.00	85.0
05-000-4600	INTEREST INCOME	-	1,159.78	1,159.78	-
GARBAGE FUND Revenue Total		414,700	27,431.70	366,728.62	
05-230-0000	GARBAGE ADMIN.	-	-	-	-
05-230-5000	SALARIES	57,500	4,445.20	17,994.96	31.3
05-230-5010	SOCIAL SECURITY	4,350	326.68	1,316.40	30.3
05-230-5011	PENSION	5,250	-	-	-
05-230-5012	WORKERS COMP	175	10.75	67.00	38.3
05-230-5013	INSURANCE - HEALTH	12,450	995.22	4,673.24	37.5
05-230-5015	CONTRIBUTION - 457	575	36.66	146.85	25.5
05-230-5313	COLLECTION EXPENSE	2,500	-	-	-
Department Total		82,800	5,814.51	24,198.45	
05-232-5000	GARBAGE OPERATING SALARIES	85,600	6,473.19	26,252.94	30.7
05-232-5010	SOCIAL SECURITY	6,550	459.36	1,847.04	28.2
05-232-5011	PENSION	7,875	-	-	-
05-232-5012	WORKERS COMP	5,925	364.00	2,275.00	38.4
05-232-5013	INSURANCE - HEALTH	24,900	2,558.50	9,329.30	37.5
05-232-5015	CONTRIBUTION - 457	825	53.96	215.84	26.2
05-232-5100	INSURANCE - AUTO	2,200	-	2,248.00	102.2
05-232-5102	INSURANCE - GEN LIAB	400	-	273.00	68.3
05-232-5105	INSURANCE - PROPERTY	3,600	-	2,976.82	82.7
05-232-5170	UNIFORMS	3,075	118.00	345.70	11.2
05-232-5180	SAFETY EQUIPMENT	500	-	324.98	65.0
05-232-5210	OFFICE SUPPLIES	500	27.38	158.38	31.7
05-232-5400	GAS, OIL, GREASE	12,600	-	1,719.17	13.6
05-232-5600	CORPORATE OVERHEAD	16,850	1,404.25	5,617.00	33.3
05-232-5770	ASH DUMPSTER	3,500	-	-	-
05-232-5771	BULK CLEANUP EXPENSE	10,000	-	-	-
05-232-5772	LANDFILL CHARGES	130,000	15,511.59	36,891.71	28.4

CITY OF FROSTBURG
OCTOBER 2022 BUDGET REPORT
Note: Audit adjustment for the year ending June 30, 2022 are incomplete.

Account Id	Account Description	Budget	Oct 2022 Rev/Expd	YTD Rev/Expd	% of Budget
05-232-5773	SANITATION OPERATING EXPENSE	17,000	562.43	21,547.05	126.8
05-232-5800	CAPITAL OUTLAY	-	-	190,000.00	-
	Department Total	331,900	27,532.66	302,021.93	
	GARBAGE FUND Expenditure Total	414,700	33,347.17	326,220.38	

`CITY OF FROSTBURG

Parks and Rec Monthly report

For the Month of October 2022

Submitted by Gene Bittinger maintenance Supervisor

Oct 3 2022

Checked parks

Took mower to East End for storage

Picked up supplies for winter maintenance for zero mowers

Oct 4 2022

Checked parks

Started servicing mowers

Oct 5 2022

Checked parks

Serviced mowers

Cleaned up in police dept garage

Oct 6 2022

Checked parks

Serviced mowers

Oct 7 2022

Checked parks

Put new faucet on pool concession

Worked on mowers

Measured windows at City Place

Set up and tore down farmers market

Oct 10 2022

Checked parks

Put ceiling tiles away from City Hall

Cleaned upper shed

Fixed sump pump in community Center basement

Oct 11 2022

Checked parks

Serviced zero mower and changed blades

Finished pump in Community center basement

Unlocked gate at Rifle range

Oct 12 2022

Checked parks

Serviced bobcat

Took dump truck and tools to Broadway lot for Lonnie

Checked Rifle Range

Welded cylinder on bobcat

Oct 13 2022

Checked parks

Picked up work boots

Checked rifle range

Checked field 8 for water leak

Worked on ice machine at East End

Oct 14 2022

Checked parks

Worked on Christmas displays

Cleaned up shop

Oct 17 2022

Checked parks

Started draining and winterizing the pool

Worked on Christmas decorations

Unloaded lumber for new building

Oct 18 2022

Checked parks

Winterized the pool

Started working on concession stand repairs

Went to Staff meeting

Oct 19 2022

Checked parks

Finished filling the pool

Meant with Brian and the Armory

Started working on concession stands

Oct 20 2022

Checked parks

Worked on park concession stands

Picked up pumpkins

Oct 21 2022

Checked parks

Cut grass at Hoffman

Picked up rollers for Shaw ST concession

Oct 24 2022

Checked parks

Took bleachers out of Gym for refinishing

Replaced filters in all furnaces at Bureau of Mines

Oct 25 2022

Checked parks

Put mowers away at field 5 for winter

Brought roller to water Dept for surplus

Work on flower garden at Broadway Lot

Picked up ball hitch for new tractor

Oct 26 2022

Checked parks

Helped remove a stump at Glendening

Picked up a load of mulch from Ebys

Spread mulch at Broadway lot, City Place lot, top of Bowery

Fixed mirror on truck 40#

Oct 27 2022

Checked parks

Took speakers to Gunter Hotel for parade

Hauled infield mix away from community field

Helped load old bridge with Street Dept.

Oct 28 2022

Checked parks

Cleaned up after the Halloween party

Worked on Community field

Set up and tore down farmers market

Oct 31 2022

Checked parks

Checked trash at police dept.

Checked City Hall generator

Hauled millings to Community field

CITY OF FROSTBURG

Monthly Report: Police Department

For the Month of: October 2022

Submitted by: PCO Mary Gracie & Chief Nicholas Costello

IDENTIFIED INCIDENTS & COMPLAINTS for the Month

	2021	741	2022	685
ARRESTS				
			On-View/Citations	6
			Warrants Served/Obtained	4
			Summonses Served	8
			Juvenile Arrests & Citations	2
			TOTAL	20
C3I INVESTIGATIONS			Cases	2
COMMUNITY POLICING			Logged Activities	7
PARKING			Parking Violations	59
PRISONERS			Custodial Arrests	6
PUBLIC SERVICE			Well-Being Checks	14
			Emergency Petitions	3
			Assist Other Agency	45
			Request for Officer	32
			Follow-Ups	28
			Disturbance (Multiple Inc. Types)	47
TRAFFIC			M/V Crashes	10
			Traffic Details	74
			DWI/DUI Arrests	1
TRAFFIC STOPS			Total Number of Stops	54
			Citations	18
			Warnings	56
			SEROs	0
COLLECTIONS			Parking Meter Fines	\$30.00
			Other Parking Fines	\$1,560.00
			Parking Meter Collections	\$3,538.25
			Municipal Infractions Paid	\$100.00
			Parking Permits	\$20.00
			Miscellaneous	\$120.00
			Park Mobile	\$75.53
			TOTAL	\$5,443.78
	This month year prior:		\$2,505.00	

Respectfully Submitted,



Chief of Police

CITY OF FROSTBURG

Monthly Report: Street Department

For the Month of: October 2022

Submitted by: (Supervisor) Shane Elliott & Tony Frenzel (Assistant Supervisor)

October 1, 2022 – Saturday - Checked CSO's

October 2, 2022 – Sunday – Checked CSO's

October 3, 2022 – Monday

- Checked and emptied city trash cans where needed
- Marked miss utility tickets and checked them in on computer
- Changed oil in Garbage Truck and checked all fluids/ greased
- Checked all sewer pumping stations
- Inspected hydraulic line on Garbage Truck
- Drained water from fuel safety tank
- Removed bobcat tire and took to Smitty's to be repaired
- Checked CSO's due to rain event
- Installed new tag light on Truck 2
- Sent out old monthly report and made new one
- Made repairs to sewer line that was struck on State St.
- Picked up debris in roadway on Delano Ave.
- Dismantled old jetter truck and removed tools
- Made a list of prospective areas for new street trees
- Picked up parts from Carquest
- Cleaned off sewer tools and equipment after use
- Picked up litter on Bowery and Park streets

P.2

October 4, 2022 – Tuesday

- Picked up garbage route on west end of town
- Met with Public Works director about sign issue on College Ave.
- Attended staff meeting at city hall
- Made repairs to light on back of Truck 8
- Marked miss utility tickets and checked them in on computer
- Investigated drainage complaint on Grant Street
- Had one employee attend a street tree meeting
- Picked up litter on Main Street
- Checked all sewer pumping stations
- Chiseled blacktop around catch basin and removed grate to retrieve stuck cat
- Refurbished and painted wheels on Truck 4 and 8
- Cleaned up dead animal on Broadway
- Removed sign and pole and installed at a new location on College Ave.
- Swept and cleaned out all garage bays
- Repaired veteran banner that was blown off on Main Street
- Had a phone call with American Rent All to discuss new skid loader

October 5, 2022 – Wednesday

- Picked up garbage route on east end of town
- Removed litter on Main Street
- Checked all CSO, reset blocks where needed and made a report for City Hall
- Marked miss utility tickets and cleared them on the computer
- Picked up manhole protector from Preston Pl.
- Put away Napa order
- Cleaned out bed of Truck 45
- Checked all sewer pumping stations
- Picked up supplies at Carquest
- Changed oil and filter in truck #5
- Moved debris from roadway on East Street
- Checked on yard where sewer job was previously done
- Removed sifting bags from catch basin on Grant Street

P.3

October 6, 2022 – Thursday

- Picked up garbage route in center section of town
- Checked all sewer pumping stations
- Removed litter on Main Street
- Marked miss utility ticket and cleared them on the computer
- Had a tree meeting with Elizabeth and Kevin
- Picked up supplies at Cumberland Outdoor Power
- Cleaned up the cab of truck #5 and cleaned all windows
- Installed a new radiator and reassembled everything on the Rec zero turn lawnmower
- Checked and filled all fluids where needed in the zero turn. Also test drove and took it back to the Rec Department after all repairs were made
- Mowed grass outside garage and put away mower
- Clean and painted rims on Truck #6
- Used bobcat to move some heavy pieces of metal at garage
- Worked on cab rust issue on Truck #6

October 7, 2022 – Friday

- Picked up litter on Main Street
- Checked all sewer pumping stations
- Cut grass on Victoria Lane and empty lot at the end of Bowery Street
- Marked miss utility tickets and cleared them on the computer
- Checked and emptied all city trash cans where needed
- Cut grass and weed eat around fence line at Street Dept.
- Had one employee driving and preparing for the CDL test today
- Cleaned up the shop, breakroom, bathroom and office area
- Worked with Belt at Centennial Hill Pumping station
- Picked up tree limbs on Depot Road
- Straightened sign poles around town where needed
- Washed off lawnmower and greased the deck
- Cleaned up truck #3, checked and filled all fluids where needed
- Repaired door panel on drivers' side of truck #6
- Picked up a dead animal on Main Street
- Cleaned and disinfected sewer tools on truck #45
- Gave gloves to Patrick so he can use them for adopt a street program

P.4

October 8, 2022 – Saturday

October 9, 2022 – Sunday

October 10, 2022 – Monday

- Emptied city trash cans where needed on Main Street
- Organized and cleaned power tool station
- Picked up yard waste all over town
- Installed a new mud flap on garbage truck
- Checked all sewer pumping stations
- Picked up bags of trash throughout the town after the adopt a street program
- Marked miss utility tickets and checked them in on computer
- Cleaned out cab of Truck #8
- Ran camera in sewer main on Victoria Lane
- Picked up litter on Main Street
- Checked sewer odor complaint on Barnard Street – Found no issues
- Removed dead animal in roadway on Main Street
- Washed off all sewer camera equipment after use
- Took yard waste to Frostburg Grows dump site

October 11, 2022 – Tuesday

- Picked up garbage route on west end of town
- Installed new street sign and bracket on Hill Street
- Removed litter on Main Street
- Cleaned up glass and debris in roadway by Beall Elementary School
- Repaired a parking meter on Main Street
- Cleaned debris off catch basin grates on Frost Avenue
- Filled water and fuel tanks on jetter truck
- Checked all sewer pumping stations – added degreaser to Hoffman Station
- Picked up an order from Commercial Graphics & Signage
- Marked miss utility tickets and checked them in on computer
- Checked status of hydraulic cylinder repair at Ruby's Welding Shop
- Replaced grease fittings where needed on dump trucks and greased new ones
- Used jetter truck to pressure wash grease from pump house
- Checked on a curbing complaint on Depot Terrace
- Removed dead animal from roadway on Taylor Street
- Met with homeowner on Maryland Avenue to discuss sewer odor complaint

P.5

October 12, 2022 – Wednesday

- Picked up garbage route on east end of town
- Removed dead animal in roadway on Centennial Street
- Checked all sewer pumping stations
- Installed stop sign in Alley 33
- Checked on sewer complaint on Mechanic St.
- Marked miss utility tickets and checked them in on computer
- Made repairs to manhole ring on Westview Dr.
- Picked up litter on Main Street
- Had a demonstration with a tool representative
- Installed new mudflap on Truck 14
- Put away Napa Delivery
- Ran Jetter truck in sewer line on Mechanic St.
- Checked on grass growth at previous sewer job
- Picked up trash on west end of town that was missed during garbage route
- Filled jetter with fuel and water after use
- Put new city decals on new garbage truck
- Fixed electrical short on work truck

October 13, 2022 – Thursday

- Picked up garbage route in center section of town
- Washed off Truck #14
- Checked all sewer pumping stations
- Took barricades out to Main Street to block off sidewalk around unsafe building
- Removed litter on Main Street
- Marked miss utility tickets and checked them in on computer
- Picked up a dead animal at the Police Department
- Worked on hydraulic leak on dump truck #6
- Picked up supplies from Surplus City
- Cleaned up the junk from around yard area
- Went through parade supply inventory – cones, cross bars, detour signs and stands
- Checked all CSO locations
- Picked up mail and paystubs from city hall
- Helped contractor locate sewer line on Oak St. and Alley 33
- Cleaned off catch basins where needed
- Had an equipment safety video demonstration
- Organized pipe and materials in yard area

P.6

October 14, 2022 – Friday

- Checked all sewer pumping stations – added degreaser
- Met with Christmas tree committee to look at possible Christmas trees
- Ran sewer inspection camera in sewer main just off Village Parkway to inspect for any flow issues
- Marked Miss Utility tickets and turned them in on computer
- Inspected progress of Pumping Station construction
- Picked up litter on Main Street
- Checked on loader being worked on at Ruby's
- Straightened bent sign post on Main Street
- Cleaned leaves and debris off catch basins around town
- Put away waste oil barrels
- Checked & emptied city trash cans where needed
- Removed dead animal on Hill Street
- Washed off all sewer camera equipment after use
- Made up new hydraulic lines for use during emergencies
- Added number decals on the newer garbage truck
- Replaced faded out street sign in Prichard Farms

October 15, 2022 – Saturday

October 16, 2022 – Sunday

October 17, 2022 – Monday

- Picked up litter on Main Street
- Cleaned off catch basin grates where necessary around town
- Installed spreader boxes on all dump trucks
- Checked all sewer pumping stations
- Removed dead animal in roadway on East Main Street
- Marked miss utility tickets and checked them in on computer
- Replaced hydraulic fittings on a couple of dump trucks
- Checked and emptied city trash cans where needed
- Installed new batteries in garage door openers
- Ordered parts for Truck 6
- Greased auger bearings on all spreader boxes
- Checked parking complaint on Grandview Dr.
- Marked 2 Emergency Miss Utility tickets on Allegany St.
- Took both sets of steps down to ash dumpster and set up

P.7

October 18, 2022 – Tuesday

- Picked up garbage route on west end of town
- Checked a parking complaint on Grandview Drive
- Attended staff meeting at city hall
- Met with plumber on Mt Pleasant Street to discuss sewer issues
- Picked up litter on Main Street
- Inspected backflow preventor due to sewer backup
- Went to staff meeting at city hall
- Checked on dumpster permit location on West College Avenue
- Marked miss utility tickets and checked them in on computer
- Removed debris from roadway on Shaw Street
- Checked all sewer pumping stations
- Installed new sign posts and street signs on Grandview Drive
- Had an afternoon meeting at city hall
- Ran sewer camera on west end of town due to complaint, determined issue was on homeowner
- Cleaned and disinfected all sewer equipment after use
- Greased rear manual latches on garbage truck and checked fluids

October 19, 2022 – Wednesday

- Picked up garbage route on east end of town
- Turned in all invoices to be paid to City Hall
- Filled water and fuel tanks on jetter truck
- Marked Miss Utility tickets and checked them in on computer
- Ran sewer camera in sewer main on Mt Pleasant Street
- Met with plumber on West Main Street to discuss sewer issues
- Removed litter on Main Street and glass debris on East Street
- Investigated no parking sign complaint on College Ave.
- Checked all sewer pumping stations
- Greased trip cylinders on snow plows
- Ran jetter truck in sewer main on Mt Pleasant Street
- Dye tested sewer system on Mt Pleasant Street and Jenkins Street
- Ran jetter truck in Prichard Farm to make an attempt to clean out debris in electrical conduit
- Installed new coolant hose on Garbage Truck
- Washed off all sewer camera equipment after use
- Repaired a manhole ring on Armstrong Avenue due to complaint

P.8

October 20, 2022 – Thursday

- Picked up garbage route in center section of town
- Had a special garbage pickup on College Ave.
- Checked all sewer pumping stations
- Added coolant to Garbage Truck
- Picked up switches for Truck 6 from Truck Enterprise
- Trimmed weeds along curbs and sidewalks on Water, Bowery, Center, and Broadway
- Dropped off trimmer at Carquest to get repaired
- Marked miss utility tickets checked them in on computer
- Installed new locking hood straps on Truck 6
- Removed litter on Main Street
- Worked on hydraulic leak on garbage truck
- Took care of road debris complaint on Locust St.
- Put new rocker switch in dump truck
- Emptied out all trash cans in garage and lunch room

October 21, 2022 – Friday

- Removed litter on Main Street
- Checked all sewer pumping stations
- Picked up a dead animal on Hill St.
- Marked miss utility tickets and checked them in on computer
- Trimmed weeds on Depot, Main, and Pritchard's Alley
- Fixed sign pole mirror on Mechanic St.
- Checked and emptied all city trash cans where needed on Main Street
- Swept out all garage bays
- Cleaned rest room, lunch room and office
- Checked on progress of new pumping station construction
- Removed rust and painted snow plows
- Cleaned up trash debris in alley next to Palace
- Checked on Ash dumpster and secured steps
- Winterized mowers and put away in shed

October 22, 2022 – Saturday

October 23, 2022 – Sunday

P.9

October 24, 2022 – Monday

- Emptied city trash cans on Main Street where needed
- Picked up yard waste all over town
- Met with Hayden to discuss bridge removal at Lions Pond
- Loaded up Bobcat onto lowboy trailer
- Removed litter on Main Street
- Used milling machine to mill out patches off Broadway and on McCulloh
- Checked all sewer pumping stations
- Filled up Bobcat with fuel and checked other fluids
- Dumped off 2 loads of millings and cleaned out bed of Dump Truck
- Worked on hydraulic/ PTO issue on Truck 6
- Marked miss utility tickets and checked them in on computer
- Used sweeper attachment to clean out holes to be patched
- Set out Dip caution signs on McCulloh Street
- Checked fluids and fueled up Truck 14
- Cleaned off catch basin grates in middle section of town
- Washed out beds of Dump Trucks
- Dropped off Truck 6 at in Keyser to be repaired
- Emptied yard waste over at Frostburg Grows dump site

October 25, 2022 – Tuesday

- Picked up west end of town garbage route
- Checked all sewer pumping stations
- Set out street safety cones at Broadway parking lot
- Cleaned off all blacktop tools and filled roller
- Marked miss utility tickets and checked them in on computer
- Checked sewer complaint on Hill Street – found no issues
- Blacktopped milled out areas in Broadway parking lot and milled out area on McCulloh Street
- Removed litter on Main Street
- Checked curbing complaint on Allegany Street – Installed new blacktop curb where needed
- Greased excavator and loader
- Patched a few holes in Street Dept. lot where needed
- Cleaned up glass and debris in roadway on Federal Street
- Marked emergency miss utility ticket on Bowery Ext.
- Picked up street safety cones, caution signs and stands from job sites
- Removed waste oil barrel and replaced with new one
- Picked up loader and plow rigging from Ruby's

P.10

October 26, 2022 – Wednesday

- Picked up east end of town garbage route
- Installed new chain on chain saw and sharpened old one
- Ran sewer camera in sewer main on Warns Lane to check for any issues
- Dismantled old bridge at Rec. Complex by Lions Pond
- Washed off all camera equipment after use
- Used backhoe to remove old tree stump in Rec. Complex
- Checked all sewer pumping stations – Ran electrical tests
- Took caution tape and safety barriers up to bridge project at Lions Pond
- Checked sewer main on Spring Street and the Lower end of Warns Lane for any flow issues of clogs
- Marked miss utility tickets and checked them in on computer
- Cleaned debris off catch basin grates where needed during rain event
- Removed litter off Main Street and debris in roadway on Depot Street
- Measured all fuel tanks and called in a delivery
- Picked up supplies from Carquest
- Washed off jetter truck and filled all fluids where needed

October 27, 2022 – Thursday

- Picked up garbage route in center section of town
- Accepted several anti-skid deliveries
- Checked all sewer pumping stations
- Used loader to push up grit pile
- Picked up mail and paystubs from city hall
- Checked on status of Truck 6 at Truck Enterprise
- Marked Miss Utility tickets and checked them in on computer
- Cleaned out beds of work trucks
- Hauled out leftover bridge debris to landfill
- Loaded up trucks with signs, stands, and cones for parade
- Took plow off Truck 4
- Dropped off a load of gravel at park for bridge construction
- Assisted Rec. Dept. in hauling out infield material to dump site
- Cleaned out behind oil and coolant tanks in garage area
- Picked up string trimmer that had been repaired from Carquest
- Dropped off pipe at Lions Pond

P.11

October 28, 2022 – Friday

- Checked and emptied city trash cans on Main Street where needed
- Picked up litter on Main Street
- Checked all sewer pumping stations
- Fueled up excavator and checked fluids
- Went through old shed and organized tools and flint material
- Marked miss utility tickets and checked them in on computer
- Cleaned outside of jetter truck and detailed interior
- Put away all signs, cones, and barricades used for the parade
- Picked up lumber for bridge project from 84 Lumber
- Took backhoe up to park and helped unload truck with materials
- Assisted Rec. Dept. hauling out more infield material
- Washed out beds of dump trucks after use
- Took garbage truck to Smitty's to have tire repaired
- Used Bobcat sweeper in garage parking lot to clean up debris
- Installed new mudflap on Truck 14
- Cleaned out beds of all work trucks
- Picked up dead animal on Park Ave.

October 29, 2022 – Saturday

October 30, 2022 – Sunday

October 31, 2022 – Monday

- Ran sewer camera in sewer line on Mt. Pleasant St.
- Gathered up materials for upcoming sewer project
- Checked all sewer pumping stations and ran weekly tests
- Picked up street sign and post on Hill Street
- Cleaned out all garage bays
- Marked miss utility tickets and checked them in on computer
- Disinfected sewer camera and equipment after use
- Emptied out all city trash cans where needed on Main Street
- Checked on Truck #6 being repaired at Truck Enterprise
- Removed litter on Main Street
- Checked progress on the new bridge project at Lions Pond
- Looked over some potential Christmas trees on Parkersburg Road
- Picked up roadside trees from tree nursery in Clear Spring MD
- Cleaned off debris on catch basins where needed
- Picked up supplies from Frostburg Rental

City of Frostburg

Monthly Report: Water Department

For the Month of October, 2022

Submitted by: Jim Williams, Supervisor

October 3, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read quarterly meter readings
- Worked on State St water line
- 3-final readings
- Reread meter Bowery St. possible leak

October 4, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read quarterly meter readings
- Worked on State St water line
- Turn water on Shaw St. was off for non-payment

October 5, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read quarterly meter reads
- Worked on State St water line/ flushed & chlorinated line
- Read monthly master meters

- Turn water off McCulloh St. for nonpayment

October 6, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Water line on State St. test past from the health dept.
- Worked on State St. water line connecting service lines
- Final reading Ormand St.
- Attended meeting concerning outside city limits customer's water services
- Data log E. College Ave.
- Turn water on hill St. for new owner
- Checked high water pressure on Jones Ct.

October 7, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Worked on Broadway water line
- Final reading on Catherine St.

October 10, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Changed two meters Teaberry Lane and Beall St.
- Worked on water line Broadway
- Read quarterly meter readings
- Installed meter Inside residence

October 11, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Worked on water line State St.
- Assisted contractor on Center St. with new water line tie ins

October 12, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Missed Utility Tickets
- Cleaned the shop
- Hauled trash away
- Final reading Ormand St.
- Reread 3 meters due to high consumption
- Data log New Georges Creek Rd.
- Hauled junk dirt away
- Cleaned tools & restock supplies truck 69

October 13, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Picked up new pipe trailer
- Final reading Meadow Rd. and Braddock Heights

October 14, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Data log McCulloh St.
- Assisted with Christmas lights
- Final reading Mill St.

October 17, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Turn water off McCulloh St leaking hot water tank
- Repaired water leak Allegany St.

October 18, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Took truck 20 to Donald B Rice Tire for tires & alignment
- Final reading W. College Ave.
- 3-data logs
- Turn water on & back off plumber on E. Main St.

October 19, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Emergency locate on Mt. Pleasant St.
- Turn water off St. Michael's Cemetery for the season
- Turn water off Frostburg Swimming Pool for the season

October 20, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Data log McCulloh St.
- Met with contractor with installing new lights on the outside of building

October 21, 2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Greased backhoe

October 24,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Removed sink from meter room
- Painted meter room
- Hauled trash away
- Repaired leaking meter Maple St.

October 25,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Seeded and mulched yard on Allegany St.
- Final reading East Main St
- Repaired meters on McCulloh St. and Washington St
- Checked leak on meadow Rd. it is on property owner

October 26,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Met with Hayden to discuss where meters went to which buildings on Spring St.
- Turn water off on Maple St. for plumber to make repairs
- Hauled cement block to shop from contractor on Beall St.
- New meter was installed on Maple St.

October 27,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned the shop
- 8-final readings
- Worked with contractor @ the baseball field by swimming pool
- Installed tags on new utility trailer

October 28,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final reading E. Main St.
- Worked with contractor @ the baseball field by swimming pool
- Turn water on for plumber Meadow Rd.

October 31,2022

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Installed laundry sink
- Installed washing machine
- Worked with contractor on Oak St. with service line insulation

ORDINANCE 2022-07

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG AMENDING ORDINANCE 2019-07 TO AMEND THE DEFINITION OF “PROJECT” USED THEREIN TO INCLUDE THE ACQUISITION AND DEMOLITION OF CERTAIN RESIDENTIAL RENTAL PROPERTIES AND THE DESIGN, ENGINEERING AND CONSTRUCTION OF A NEW PUBLIC PARKING LOT, WITH GREEN SPACE, LIGHTING AND RELATED IMPROVEMENTS THEREON.

WHEREAS, The City of Frostburg (the “City”) enacted Ordinance 2019-07 on September 19, 2019 (the “Existing Ordinance”), which authorized the issuance and sale of an aggregate principal amount of bonds of the City not to exceed Two Million Nine Hundred Thousand Dollars for the purpose of providing a portion of the funds necessary for financing and/or refinancing of the costs of improvements to the City’s existing public safety building to establish the Frostburg Municipal Center, including ADA upgrades, additions to the building and related items (collectively, the “Original Project”); and

WHEREAS, pursuant to the Existing Ordinance, the City issued and sold The City of Frostburg Infrastructure Bond, 2019 Series B in the original principal amount of \$2,576,814.32 (the “Bond”) to the Community Development Administration (the “Administration”); and

WHEREAS, the Original Project has been completed and proceeds of the Bond in the amount of \$214,412.00 remain unspent (the “Remaining Bond Proceeds”); and

WHEREAS, the City has requested and the Administration has agreed to allow the Remaining Bond Proceeds to be used to finance and refinance the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot, with green space, lighting and related improvements thereon (the “New Project”); and

WHEREAS, the City reasonably expects to spend the Remaining Bond Proceeds to finance and refinance the New Project on or before March 1, 2023; and

WHEREAS, the City wishes to amend the Existing Ordinance in order to amend the definition of “Project” therein to include the New Project.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG, that the definition of “Project” in the Existing Ordinance is hereby amended to include (i) the costs of (A) improvements to the City’s existing public safety building to establish the Frostburg Municipal Center, including ADA upgrades, additions to the building and related items and (B) the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot, with green space, lighting and related improvements thereon.

SECTION 2: BE IT FURTHER ORDAINED, that from and after the effective date hereof, the Existing Ordinance shall be deemed amended and supplemented as provided herein and all other terms and provisions of the Existing Ordinance shall remain in full force and effect.

SECTION 3: BE IT FURTHER ORDAINED, that in connection with the transactions contemplated by this Ordinance, any one or more of the Mayor of the City, the City Administrator of the City, and the Director of Finance of the City, acting within the scope of their respective authority, are hereby authorized and directed to approve, execute and deliver, on behalf of the City, any amendments, modifications or supplements to any documents, certificates or instruments executed and delivered by the City in connection with the issuance of the Bond and/or any additional documents, certificates or instruments deemed necessary or desirable by bond counsel to the City or bond counsel to the Administration in connection with the transactions contemplated by this Ordinance.

SECTION 4: BE IT FURTHER ORDAINED, that pursuant to the requirements of Section 311 of the Charter, the City shall promptly cause a copy of this Ordinance to be kept available for public inspection during normal business hours.

SECTION 5: BE IT FURTHER ORDAINED, that this Ordinance shall be effective the date it is adopted.

Introduced: October 20, 2022
Public Hearing: _____, 2022
Enacted: _____, 2022
Effective: _____, 2022

MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
W. Robert Flanigan, Mayor

ATTEST:

Elizabeth Stahlman, City Administrator

ORDINANCE 2022-07

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG AMENDING ORDINANCE 2019-07 TO AMEND THE DEFINITION OF “PROJECT” USED THEREIN TO INCLUDE THE ACQUISITION AND DEMOLITION OF CERTAIN RESIDENTIAL RENTAL PROPERTIES AND THE DESIGN, ENGINEERING AND CONSTRUCTION OF A NEW PUBLIC PARKING LOT, WITH GREEN SPACE, LIGHTING AND RELATED IMPROVEMENTS THEREON.

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WHEREAS, pursuant to the Existing Ordinance, the City issued and sold The City of Frostburg Infrastructure Bond, 2019 Series B in the original principal amount of \$2,576,814.32 (the “Bond”) to the Community Development Administration (the “Administration”); and

WHEREAS, the Original Project has been completed and proceeds of the Bond in the amount of \$214,412.00 remain unspent (the “Remaining Bond Proceeds”); and

WHEREAS, the City has requested and the Administration has agreed to allow the Remaining Bond Proceeds to be used to finance and refinance the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot, with green space, lighting and related improvements thereon (the “New Project”); and

WHEREAS, the City reasonably expects to spend the Remaining Bond Proceeds to finance and refinance the New Project on or before March 1, 2023; and

WHEREAS, the City wishes to amend the Existing Ordinance in order to amend the definition of “Project” therein to include the New Project.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG, that the definition of “Project” in the Existing Ordinance is hereby amended to include (i) the costs of (A) improvements to the City’s existing public safety building to establish the Frostburg Municipal Center, including ADA upgrades, additions to the building and related items and (B) the acquisition and demolition of certain residential rental properties and the design, engineering and construction of a new public parking lot, with green space, lighting and related improvements thereon.

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Introduced: October 20, 2022
Public Hearing: _____, 2022
Enacted: _____, 2022
Effective: _____, 2022

MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
W. Robert Flanigan, Mayor

ATTEST:

Elizabeth Stahlman, City Administrator

RESOLUTION 2022-54

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, DESIGNATING A NEW PENSION COORDINATOR FOR THE STATE PENSION SYSTEM

WHEREAS, The City of Frostburg is a participating local agency in the Employees' Pension System in the Maryland State Retirement System; and

WHEREAS, The State Retirement Agency requires that each participating agency or department must "Designate" a Pension Coordinator within their agency; and

WHEREAS, The State Retirement Agency further requires that Form 214 "Designation/Removal of Retirement Coordinator" be submitted.

NOW, THEREFORE, be it resolved that the Mayor and City Council of Frostburg designate Trevor Sisler as an additional Retirement Coordinator as required by the State Retirement Agency; and,

AND BE IT FURTHER RESOLVED, that Form 214 be submitted to the State Retirement Agency indicating the designation of as Trevor Sisler as Retirement Coordinator.

ADOPTED this 17th day of November, 2022.

Frostburg Mayor and Council

BY _____
W. Robert Flanigan, Mayor

Attest:

Elizabeth Stahlman, City Administrator