



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

11

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

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 'Allegheny 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

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

Page

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

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	08041392015000892536	,, 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	08044328095000524286	,, 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	

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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	08044868325000602619	,, 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

FREEPPOINT ENERGY SOLUTIONS LLC

Signature: Eugene Stanman

Date: 10/20/22

Signature: G. J. Cortina

Date:

Name: Elizabeth Stanman

Name: Geno J Cortina

10/21/2022

Title: City Administrator

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 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.



- 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).



- 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