

# 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

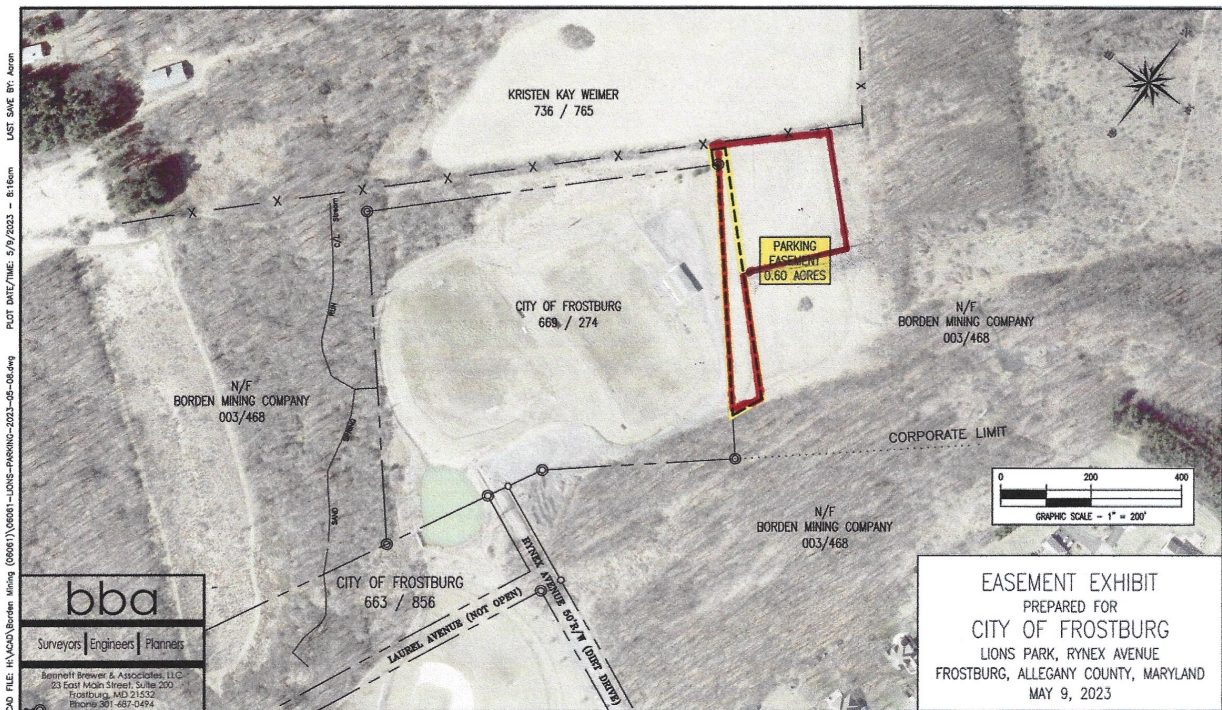
### MAYOR AND COUNCIL WORK SESSION

Thursday, July 13, 2023 at 6:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

	Page
1. CALL TO ORDER	
2. ROLL CALL	
3. COUNCIL MEETING TOPICS	
3.1. Borden Mining Company Land Lease Agreement for Parking at Field 8 (Cougar Field). Brian Vought, Director of Parks and Recreation <a href="#">Glendening park parking</a>	3
3.2. ARPA Project Approvals. Lydia Claar, Project Manager <ul style="list-style-type: none"><li>Water Treatment Plant Actuator Replacement</li></ul>	
3.3. Bid Awards. Lydia Claar, Project Manager <ul style="list-style-type: none"><li>Paving Contract</li><li>Child Care Center Construction</li></ul>	
3.4. Formal acceptance of deed for public infrastructure in the Sand Spring II subdivision from Allegany Coal and Land. Bethany Fife, Director of Community Development <a href="#">Deed - Infrastructure</a>	4 - 14
3.5. Planning Commission and Historic District Commission Appointments. Bethany Fife, Director of Community Development <a href="#">Russo FPC Appointment Memo.07.05.2023</a> <a href="#">Rephan HDC Reappointment Memo.07.05.2023</a>	15 - 19
3.6. Agreements with Optimize Renewables for Microgrid Project related to the MEA Resilient Maryland Grant Award <a href="#">Optimize Renewables NDANC</a>	20 - 26
3.7. Temporary Repeal of Open Container Law for Lemonade Stroll. Nick Costello, Chief of Police <a href="#">open container repeal request Lemonade Stroll</a>	27
4. DISCUSSION ITEMS	
4.1. AFNHA Grant Application. Bethany Fife, Director of Community Development	
4.2. DHCD Façade Grant Discussion. Bethany Fife, Director of Community Development <a href="#">86 Main Rendering</a>	28
4.3. Holly Jolly Hometown for 2023 Program Discussion. Bethany Fife, Director of Community Development	
4.4. General Discussion: Mayor and Council	

5. ADJOURNMENT  
REMINDERS  
UPCOMING MEETINGS AND EVENTS



**THIS DEED OF DEDICATION OF PUBLIC INFRASTRUCTURE**, made this \_\_\_\_ day of April, 2023, by and between **Allegany Coal and Land Company** (“Grantor”), a Maryland corporation, party of the first part, and **The City of Frostburg** (the “City”), a Maryland municipal corporation, party of the second part.

**WHEREAS**, Sand Spring Run - Phase 2A (the “Subdivision”) is a subdivision located within the corporate boundaries of the City;

**WHEREAS**, the plats for the Subdivision are recorded among the Plat Records of Allegany County, Maryland as Subdivision Plat Nos. 2432-2435;

**WHEREAS**, by and subject to the terms of certain agreements between Grantor and the City pertaining to the development of the Subdivision, to-wit: the Real Estate Tax Set-Aside Development Agreement dated April 12, 2019 and recorded among the Land Records of Allegany County, Maryland (the “Land Records”) in Book 2486, Page 352, the First Amendment to Real Estate Tax Set-Aside Development Agreement dated August 20, 2019 and recorded among the Land records in Book 2495, Page 72 and the Second Amendment to Real Estate Tax Set-Aside Development Agreement dated November 24, 2021 and recorded among the Land Records in Book 2729, Page 291 (collectively, hereinafter referred to as the (“Development Agreement”), Grantor is obligated to convey certain of the infrastructure for the Subdivision to the City, it being the intent of the parties and a requirement of the Development Agreement that the said infrastructure become part of the public infrastructure of the City; and

**WHEREAS**, this Deed of Dedication of Public Infrastructure effects the conveyance of a portion of the infrastructure of the Subdivision, said portion being more particularly described in the Exhibit 1 attached hereto and made a part hereof.



**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the property described in the Exhibit 1 attached hereto and made a part hereof.

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

**TO HAVE AND TO HOLD** the above-described property unto the City, its successors and assigns in fee simple forever.

**AND** Grantor, for itself, its successors and assigns, does hereby warrant specially the title to the above-described property and covenant that it will execute such other and further assurances of the same as may be requisite or necessary.

**WITNESS** the hands and seals of Grantor the day and year first above written.

**WITNESS:**

**ALLEGANY COAL AND LAND  
COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
W. Steven Jenkins, President

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **W. Stephen Jenkins**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of Allegany Coal and Land Company, a corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of said corporation; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**ATTORNEY CERTIFICATION**

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
Michael Scott Cohen

## **EXHIBIT 1**

### **Roads Dedicated**

ALL that piece or parcel of land situated south of Braddock Heights, in the Sand Spring Run Subdivision – Phase 2A, Election District No. 24, City of Frostburg, Allegany County, Maryland, and being more particularly described as follows (Allegany Coal and Land Meridian), and horizontal measurements being used thru out) to wit:

BEGINNING for the same at a point at the intersection of the southerly side of Braddock Heights and the westerly side of Redstone Terrace, and running thence with the westerly margin of Redstone Terrace, a 50' wide right of way;

1. By a curve turning to the right having an arc length of 34.81 feet, a radius of 20.00 feet, and a chord bearing of South 14 degrees 02 minutes 53 seconds East, with a chord length of 30.58 feet to a point, thence;
2. South 35 degrees 48 minutes 56 seconds West 82.50 feet to a point, thence;
3. South 35 degrees 49 minutes 12 seconds West 14.00 feet to a point, thence;
4. South 37 degrees 50 minutes 52 seconds West 259.63 feet to a point, thence;
5. By a curve turning to the left having an arc length of 618.77 feet, a radius of 540.00 feet, and a chord bearing of South 05 degrees 01 minutes 15 seconds West, with a chord length of 585.47 feet to a point, thence;
6. South 27 degrees 48 minutes 21 seconds East 327.50 feet to a point, thence;
7. By a curve turning to the left having an arc length of 45.30 feet, a radius of 275.00 feet, and a chord bearing of South 32 degrees 31 minutes 29 seconds East, with a chord length of 45.25 feet, thence;
8. South 37 degrees 14 minutes 38 seconds East 294.62 feet to a point, thence;
9. By a curve turning to the left having an arc length of 182.97 feet, a radius of 750.00 feet, and a chord bearing of South 44 degrees 13 minutes 58 seconds East, with a chord length of 182.51 feet to a point, thence;
10. South 51 degrees 13 minutes 17 seconds East 100.22 feet to a point, thence;
11. By a curve turning to the right having an arc length of 361.71 feet, a radius of 300.00 feet, and a chord bearing of South 16 degrees 40 minutes 49 seconds East, with a chord length of 340.20 feet to a point, thence;
12. South 17 degrees 55 minutes 59 seconds West 73.65 feet to a point, thence;

13. By a curve turning to the right having an arc length of 49.47 feet, a radius of 30.00 feet, and a chord bearing of South 65 degrees 10 minutes 13 seconds West, with a chord length of 44.05 feet to a point at the intersection of the westerly margin of Redstone Terrace and the northerly margin of Clarion Lane, thence crossing Clarion Lane (a 50' wide right of way);
14. South 22 degrees 24 minutes 27 seconds West 50.00 feet to a point, thence with the southerly right of way margin of Clarion Lane;
15. By a curve turning to the left having an arc length of 122.79 feet, a radius of 775.00 feet, and a chord bearing of South 72 degrees 07 minutes 53 seconds East, with a chord length of 122.66 feet to a point, thence crossing Clarion Lane;
16. North 13 degrees 19 minutes 46 seconds East 50.00 feet to a point at the intersection of the northerly right of way margin of Clarion Lane and the easterly right of way margin of Redstone Terrace, thence with the easterly margin of Redstone Terrace;
17. By a curve turning to the right having an arc length of 49.53 feet, a radius of 30.00 feet, and a chord bearing of North 29 degrees 22 minutes 07 seconds West, with a chord length of 44.10 feet to a point, thence;
18. North 17 degrees 56 minutes 00 seconds East 63.16 feet to a point, thence;
19. By a curve turning to the right having an arc length of 12.54 feet, a radius of 20.00 feet, and a chord bearing of North 35 degrees 54 minutes 09 seconds East, with a chord length of 12.34 feet to a point, thence;
20. By a reverse curve turning to the left having an arc length of 169.25 feet, a radius of 100.00 feet, and a chord bearing of North 05 degrees 23 minutes 04 seconds East, with a chord length of 149.76 feet to a point, thence;
21. By a reverse curve turning to the right having an arc length of 12.03 feet, a radius of 20.00 feet, and a chord bearing of North 25 degrees 51 minutes 54 seconds West, with a chord length of 11.85 feet to a point, thence;
22. By a reverse curve turning to the left having an arc length of 260.20 feet, a radius of 350.00 feet, and a chord bearing of North 29 degrees 55 minutes 27 seconds West, with a chord length of 254.25 feet to a point, thence;
23. North 51 degrees 13 minutes 17 seconds West 100.22 feet to a point, thence;
24. By a curve turning to the right having an arc length of 170.77 feet, a radius of 700.00 feet, and a chord bearing of North 44 degrees 13 minutes 58 seconds West, with a chord length of 170.35 feet to a point, thence;

25. North 37 degrees 14 minutes 38 seconds West 294.62 feet to a point, thence;
26. By a curve turning to the right having an arc length of 37.06 feet, a radius of 225.00 feet, and a chord bearing of North 32 degrees 31 minutes 29 seconds West, with a chord length of 37.02 feet to a point, thence;
27. North 27 degrees 48 minutes 21 seconds West 327.50 feet to a point, thence;
28. By a curve turning to the right having an arc length of 561.48 feet, a radius of 490.00 feet, and a chord bearing of North 05 degrees 01 minutes 15 seconds East, with a chord length of 531.26 feet to a point, thence;
29. North 37 degrees 50 minutes 52 seconds East 92.28 feet to a point, thence;
30. North 39 degrees 29 minutes 54 seconds East 92.54 feet to a point, thence;
31. North 35 degrees 49 minutes 43 seconds East 97.62 feet to a point, thence;
32. North 35 degrees 49 minutes 02 seconds East 80.00 feet to a point, thence;
33. By a curve turning to the right having an arc length of 31.42 feet, a radius of 20.00 feet, and a chord bearing of North 80 degrees 49 minutes 02 seconds East, with a chord length of 28.28 feet to a point, thence;
34. North 57 degrees 05 minutes 24 seconds West 93.50 feet to the point of beginning containing 2.99 acres, more or less.

IT BEING all of the right of way shown as Redstone Terrace and part of the right of way shown as Clarion Lane on the Plat of Sand Spring Run Subdivision – Phase 2A recorded as Plat Number 2432-2435, and being part of the same property conveyed by deed recorded January 9, 1987 from The First National Bank of Maryland, Trustee to Allegany Coal and Land Company in Deed Liber 561, folio 618, all among The Land Records of Allegany County, Maryland.

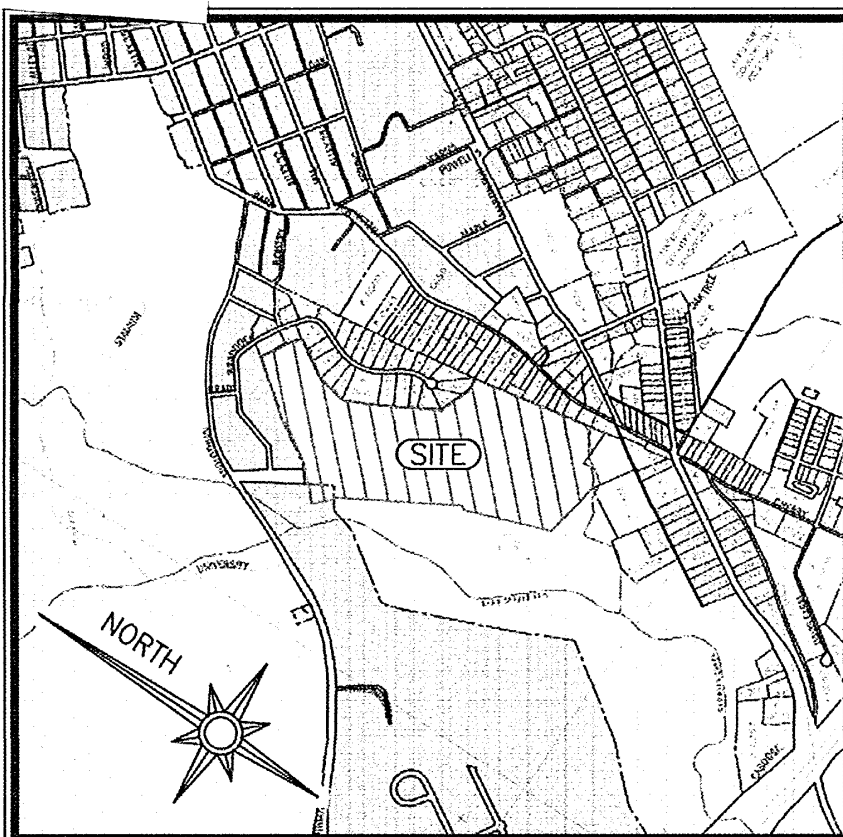
TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record, and as shown on the aforementioned Plat Number 2432-2435.

### **Public Infrastructure Easements**

The following easements as shown on and described in Plat Numbers 2432-2435:

1. New Perpetual Drainage Easement No. 1;
2. New Perpetual Drainage Easement No. 2;
3. New Perpetual Utility/Drainage Easement No.2;
4. New 20' Wide Perpetual Drainage Easement No. 3
5. New 20' Wide Perpetual Utility Easement No.3 (Sanitary Sewer);
6. New 20' Wide Perpetual Utility Easement 4 (Sanitary Sewer); and
7. 10' Wide Easement on each side and in the rear of each interior lot, more particularly described in Site Note 7 of the aforesaid plats.





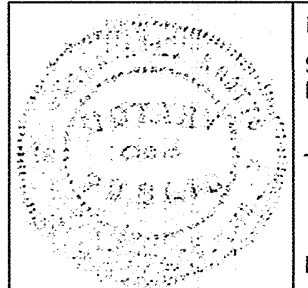
TAX MAP NO. 23/24, PARCEL NO. 7  
SCALE: 1" = 1200'

APPROVED BY THE CITY OF FROSTBURG DEPARTMENT OF PUBLIC WORKS  
BY Chris H. Roth DATE 10-26-20  
CITY ENGINEER

APPROVED BY THE CITY OF FROSTBURG PLANNING AND ZONING COMMISSION  
BY Donald A. Best DATE 10/24/20  
CHAIRMAN

APPROVED BY THE CITY OF FROSTBURG FIRE CHIEF  
BY John McNamee DATE 10/26/20  
FIRE CHIEF

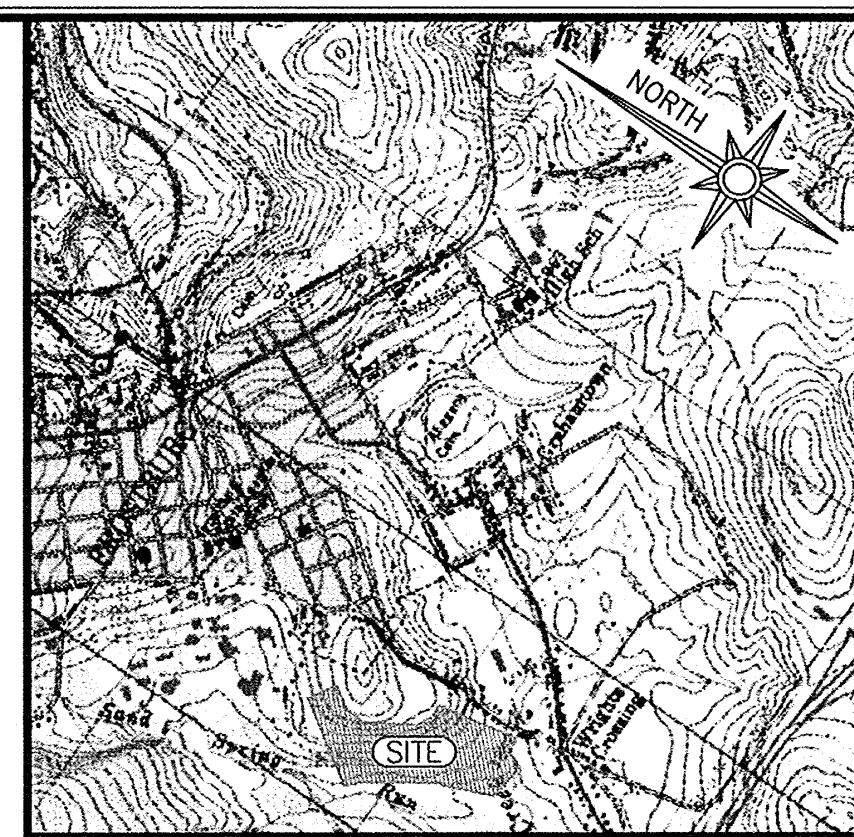
APPROVED BY THE ALLEGANY COUNTY BOARD OF COMMISSIONERS  
BY [Signature] DATE 11/5/20  
CHAIRMAN



NOTARY:  
SWORN TO BEFORE ME THIS 30th DAY OF January, 2020  
BY Chris H. Roth  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 05/03/2022

LOT	OWNER	MAILING ADDRESS	LIBER / FOLDER
PT 1A/PT 19	SAVICKSKIS EDWARD P & SUSANNAH C	112 BRADDOCK HTS., FROSTBURG, MD, 21532	1207/386
PT 1A	RICHARD WOODEN GETZ JR.	10715 TISDALE ST., NW, FROSTBURG MD 21532-3163	2290/176
2	ANYOT ANDREW T & JAMIE E	125 BRADDOCK HTS., FROSTBURG, MD, 21532	1777/291
3A	ALLEGANY COAL-LAND CO	P.O. BOX 410, FROSTBURG, MD, 21532	561/618
3	PULLEN LEROY & FISHER TAMMY K	121 BRADDOCK HTS., FROSTBURG, MD, 21532	1586/490
4	PULLEN LEROY	121 BRADDOCK HTS., FROSTBURG, MD, 21532	1738/1001
5/PT 6	BROADWATER BRIAN A	117 BRADDOCK HTS., FROSTBURG, MD, 21532	1405/518
PT 6/7	ALLEGANY COAL-LAND CO	P.O. BOX 410, FROSTBURG, MD, 21532	561/618
8/PT 9	OFFSTEN LAURA M	111 BRADDOCK HTS., FROSTBURG, MD, 21532	1918/304
PT 9/10	SNYDER JEFFREY A & CHRISTA A	109 BRADDOCK HTS., FROSTBURG, MD, 21532	1431/250
11	BANIMARA CYNTHIA S & MICHAEL J	107 BRADDOCK HTS., FROSTBURG, MD, 21532	2054/407
12	CRYSTAL G REIDINGER	105 BRADDOCK HTS., FROSTBURG, MD, 21532	2261/291
13	FLAHERTY ANN & MERLE P & POLEY	103 BRADDOCK HTS., FROSTBURG, MD, 21532	1756/161
14	SAUER RICHARD H & JANCE S KEENE	101 BRADDOCK HTS., FROSTBURG, MD, 21532	1277/326
15/15A	SAUER RICHARD H & JANCE S KEENE	101 BRADDOCK HTS., FROSTBURG, MD, 21532	725/047
16A	LYONS CONSTANCE A	109 BRADDOCK HTS., FROSTBURG, MD, 21532	725/034
16	LYONS CONSTANCE A	105 BRADDOCK HTS., FROSTBURG, MD, 21532	714/515
17	WANG YI ZUN	108 BRADDOCK HTS., FROSTBURG, MD, 21532	736/365
18	ONEAL JOHN B & SARAH M	110 BRADDOCK HTS., FROSTBURG, MD, 21532	1497/158
PT 19	CARNEY MARK-COOK TRACY L	114 BRADDOCK HTS., FROSTBURG, MD, 21532	1291/533
20	CARNEY MARK-COOK TRACY L	114 BRADDOCK HTS., FROSTBURG, MD, 21532	734/265
21	WUDYALEW T & WENDY MAGEON	116 BRADDOCK HTS., FROSTBURG, MD, 21532	2330/078
22	BOWENS ERIC W & DIANA	118 BRADDOCK HTS., FROSTBURG, MD, 21532	731/317
23	SNYDER WILLIAM H & REBEA L	120 BRADDOCK HTS., FROSTBURG, MD, 21532	2220/461
24	CARTER BRANDON CAMISTI S	122 BRADDOCK HTS., FROSTBURG, MD, 21532	2201/429
25	ALLEGANY COAL-LAND CO	P.O. BOX 410, FROSTBURG, MD, 21532	561/618
26	PATTERSON WILLIAM A & ANGELA R	128 BRADDOCK HTS., FROSTBURG, MD, 21532	1781/107

NOTE:  
1. SEE SHEET 2 OF 4 & 3 OF 4 FOR LOT TABLES.  
2. SEE SHEET 2 OF 4 FOR ADDITIONAL NOTES & LEGENDS.  
3. SEE SHEET 4 OF 4 FOR EASEMENT TABLES.

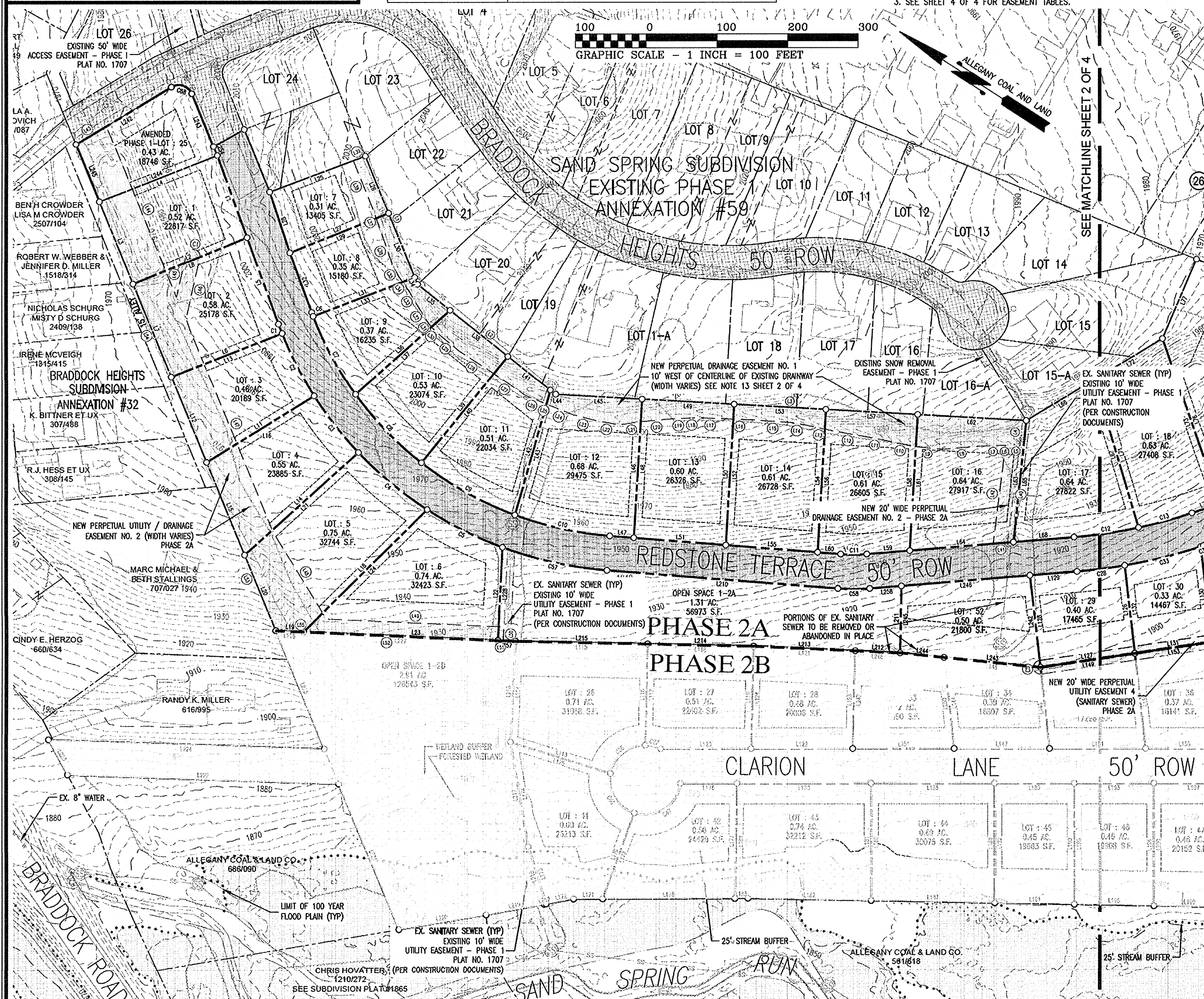


USGS - FROSTBURG, MARYLAND-PENNSYLVANIA  
SCALE: 1" = 2000'

OWNER'S CERTIFICATION:  
THE SUBDIVISION AS SHOWN HEREON IS MADE WITH MY CONSENT AND AT MY DIRECTION. THE MONUMENTS SHOWN ARE IN PLACE. THE STREETS AS SHOWN, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR PUBLIC USE. THE REQUIREMENTS GOVERNING THIS SUBDIVISION, AS SET FORTH IN THE CITY OF FROSTBURG SUBDIVISION REGULATIONS, HAVE BEEN COMPLIED WITH.  
[Signature] DATE 06/30/2020  
STEVE JENKINS  
DEPOT STREET  
FROSTBURG, MARYLAND 21532

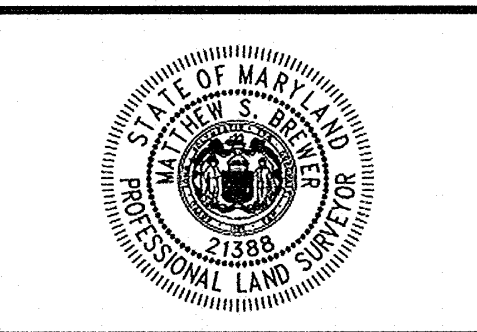
SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY THIS PLAT TO BE CORRECT AND ACCURATE. THE MONUMENTS SHOWN HEREON ARE IN PLACE AND THE REQUIREMENTS OF THE CITY OF FROSTBURG SUBDIVISION REGULATIONS AND OTHER APPLICABLE LAWS RELATING TO THIS PLAT AND SETTING OF THE MONUMENTS HAVE BEEN COMPLIED WITH.  
[Signature] DATE 7/2/20  
MATTHEW S. BREWER  
MARYLAND REGISTRATION NO. 21388  
23 EAST MAIN STREET, SUITE 200  
FROSTBURG, MARYLAND 21532

- SITE NOTES**
- This plat and each deed accompanying this plat shall clearly indicate that the City of Frostburg shall not assume responsibility for construction and/or maintenance of any road within this major subdivision until such time as roads and driveway entrances have been constructed to conform to the specifications of the City of Frostburg Department of Public Works and are formally accepted into the City of Frostburg roads system.
  - This plat and each deed accompanying this plat shall clearly reserve in it the location and width of the Right of Way. Such Right of Way shall be dedicated to public use.
  - Zoning District: "R1" - "SINGLE FAMILY RESIDENTIAL DISTRICT"  
Building Restriction Line (BRL): Front: 30' (10 Feet of which may include an unenclosed front porch)  
Rear: 50' (20 Feet of which may include an unenclosed wood deck or a ground level patio)  
Sides: 10'
  - Topography shown hereon was taken from reference maps and is not to be used for construction.
  - Access to the proposed structures shall be gained from the Public Right of Way, except as shown.
  - This plat and each deed accompanying this plat shall clearly indicate that the City of Frostburg shall not assume responsibility for construction and/or maintenance of any water or sewer utilities with, or to serve, this Major Subdivision until such a time as these utilities have been constructed to conform to the specifications of the City of Frostburg Department of Public Works.
  - In addition to easements shown, easements 10' in width for the benefit of the City of Frostburg along each side of all interior lot lines and rear lot lines are hereby reserved for drainage, utilities, and/or quasi-public purposes. Where 2 or more contiguous lots are in the same ownership, these easements may be crossed by permission of the City of Frostburg Planning & Zoning Commission provided that the easements have not been used for the above purposes. Permanent easements for the benefit of the City of Frostburg exist for all cut and fill slopes which extend into the lot beyond the road right of way limits. Lot owners are responsible to maintain all roadway slopes.
  - The lot purchaser or developer shall be responsible to grade and contour his/her lot to prevent stormwater from flowing against his/her residence. The lot purchaser or developer shall be responsible to convey stormwater in an approved manner across and/or from his/her property. The lot owner shall maintain all side yard, rear yard and front yard (roadside) stormwater ditches.
  - This plan represents the development of a portion of the property owned by Allegany Coal and Land Company, as recorded in Liber 561 Folio 618 recorded January 9, 1987, among the land records of Allegany County, Maryland.
  - A portion of this subdivision is located on previously deep mined areas. The developer makes no representation as to the potential or lack of potential for future disturbance, breaking, sinking, or subsidence of the existing ground surface due to previous mining operations. All lot purchasers, by virtue of deed covenants, must release and hold harmless the developer from all liability from damages or injuries to persons or property should such event occur.
  - All lots in this subdivision are subject to the deed covenants which have been simultaneously recorded with this subdivision plat.
  - A portion of this subdivision lies within the 100 year flood boundary as indicated by the National Flood Insurance Rate Map, Community Panel No. 24001C0018E, dated April 3, 2020.



PROJECT NO.: 2015075  
DRAWN: SM  
DATE: 07-02-2020  
CRD FILE: -  
DWG FILE: BBA-MS 2A2

**bba**  
Surveyors | Engineers | Planners  
Bennett Brewer & Associates, LLC  
23 East Main Street, Suite 200  
Frostburg, MD 21532  
Phone 301-687-0494



**MAJOR SUBDIVISION PLAT - AMENDED**  
PREPARED FOR  
**SAND SPRING RUN - PHASE 2A**  
THE CITY OF FROSTBURG, ELECTION DISTRICT NO. 24  
ALLEGANY COUNTY, MARYLAND

SHEET NO.  
**1**  
OF  
**4**

Pa39420

MSA 51234-1917-1



12-18-2020



LOT 1				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L1	S37° 50' 52"W	128.15'		
L2	N55° 08' 25"W	174.95'		
L3	N35° 34' 11"E	128.90'		
L4	S56° 10' 58"E	178.85'		

LOT 4				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C3	S20° 05' 59"W	102.88'	540.00'	103.03'
L14	N75° 05' 09"W	218.92'		
L15	N35° 34' 11"E	144.74'		
L16	S66° 32' 32"E	180.21'		

LOT 7				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L25	S53° 21' 25"E	145.03'		
L26	S35° 49' 02"W	88.81'		
L27	N54° 43' 56"W	150.97'		
L28	N39° 28' 54"E	92.54'		

LOT 10				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C8	N14° 12' 01"E	135.89'	490.00'	136.33'
L37	S74° 37' 23"E	180.98'		
L38	S06° 46' 18"W	105.37'		
L39	N83° 54' 08"W	195.50'		

LOT 2				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C1	S37° 04' 57"W	14.42'	540.00'	14.42'
L5	S37° 50' 52"W	133.48'		
L6	N54° 10' 58"W	169.25'		
L7	N35° 34' 11"E	145.00'		

LOT 5				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C4	S07° 50' 19"W	127.78'	540.00'	128.08'
L18	N77° 42' 02"W	248.49'		
L19	N29° 50' 24"W	39.63'		
L20	N35° 34' 11"E	117.56'		
L21	S75° 05' 09"E	218.92'		

LOT 8				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C6	N37° 29' 48"E	6.00'	490.00'	6.00'
L29	S56° 43' 56"E	150.97'		
L30	S35° 49' 02"W	100.59'		
L31	N53° 50' 30"W	154.41'		
L32	N37° 50' 52"E	92.28'		

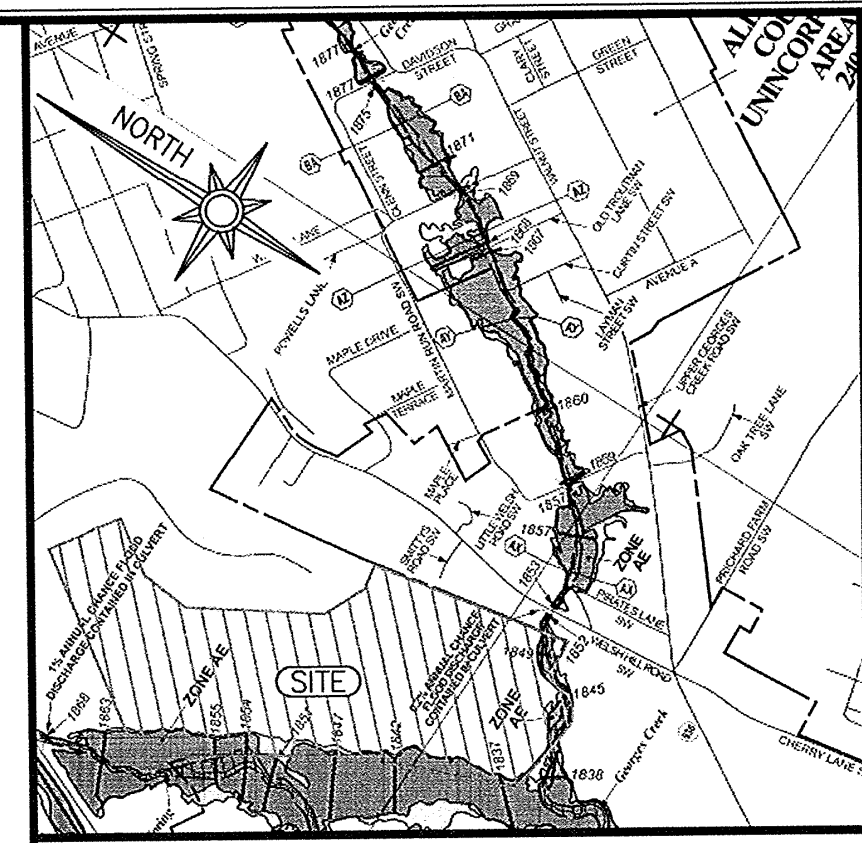
LOT 11				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C9	N02° 43' 09"W	152.44'	490.00'	153.06'
L40	S83° 54' 08"E	195.50'		
L41	S06° 46' 18"W	77.35'		
L42	S73° 02' 45"W	187.17'		

LOT 3				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C2	S30° 56' 29"W	101.18'	540.00'	101.33'
L11	N64° 32' 32"W	180.21'		
L12	N35° 34' 11"E	133.22'		
L13	S54° 10' 58"E	169.25'		

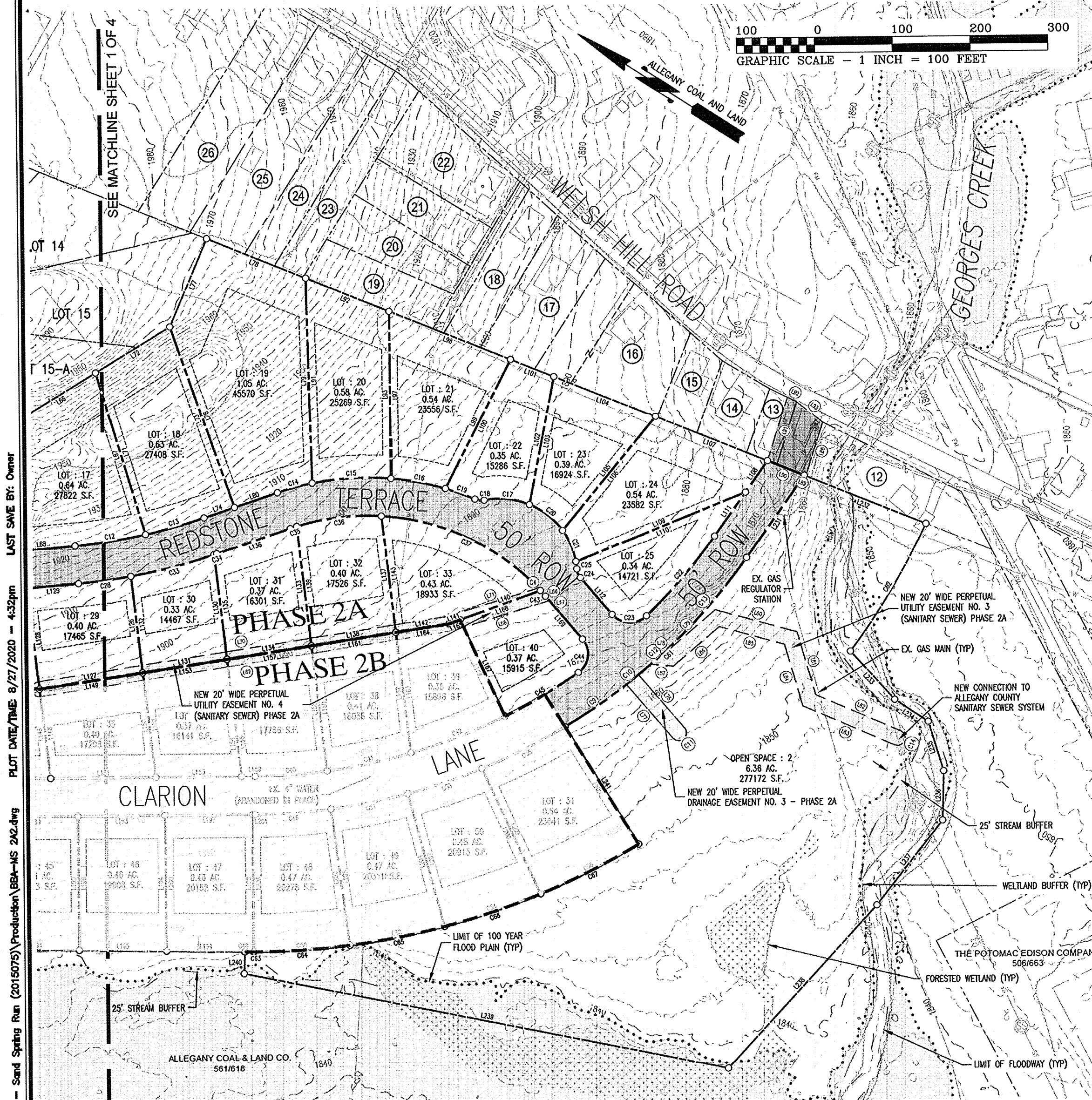
LOT 6				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C5	N05° 19' 01"W	119.65'	540.00'	119.90'
L22	N60° 19' 31"E	134.60'		
L23	S29° 50' 24"E	275.19'		
L24	N77° 42' 02"W	248.49'		

LOT 9				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C7	N29° 39' 30"E	127.70'	490.00'	128.08'
L33	S53° 50' 30"E	154.41'		
L34	S35° 49' 02"W	10.89'		
L35	S06° 46' 18"W	59.44'		
L36	N74° 37' 23"W	180.98'		

LOT 12				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C10	N19° 44' 13"W	137.56'	490.00'	138.01'
L43	N73° 02' 45"E	187.17'		
L44	S06° 46' 18"W	9.73'		
L45	S28° 09' 47"E	122.33'		
L46	S60° 50' 13"W	200.56'		
L47	N27° 48' 21"W	34.10'		



FEMA PANEL NO. 24001C0018E  
SCALE: 1" = 800'



## SITE NOTES (CONT.)

13. Perpetual Drainage Easement No. 1 is part of the public stormwater conveyance system to be operated and maintained by the City of Frostburg. Property owners encumbered by said easement shall be responsible to keep the conveyance channel free and clear of any manmade or natural debris. Further, property owners subject to the easement may not under any circumstances alter the cross section, slope, or surface of the land within the easement without prior written consent from the City of Frostburg.

14. The existing stormwater management ponds (2), constructed as part of the Sand Spring Subdivision Phase 1 (and shown on Plot No. 1707), shall not be removed or otherwise altered until such time as the infrastructure necessary to convey the stormwater currently collected in said ponds, to the Phase 2 stormwater management facility, is installed.

## NOTE:

A) All stormwater management or conveyance devices (structural or non structural), installed by the developer at the time of construction, constitute part of the approved stormwater management plan and may not be altered or removed without prior permission of the City of Frostburg. These devices include (but are not limited to) pipes, swales, drains, dry wells, roof leader connections, ponds or sumps. These devices may not be altered in any case, whether they exist on fee simple lots, common open space, or areas dedicated to public use.

B) The roadways, water system (but not service lines), sanitary sewer system (but not service lines), and stormwater conveyance system and appurtenances thereto (manholes, catch basins, pipe, etc.) shall be owned and maintained by the City of Frostburg upon completion and acceptance by the City of Frostburg. The open space areas, playgrounds (if any), community center (if any), stormwater management facilities (pond, spillways, water quality BMP's, drywells, etc.) shall be owned and maintained by the developer and/or the homeowners association in perpetuity.

Final acceptance of any public lands, right of way, or infrastructure shall be accompanied by a metes and bounds description to be provided by the developer, and recorded among the land records of Allegany County, Maryland.

## LEGEND

—	OUTER PROPERTY BOUNDARY
—	NEW INTERIOR LOT BOUNDARIES
—	ADJACENT PROPERTY BOUNDARIES
—	BUILDING RESTRICTION LINE
—	EXISTING INDEX CONTOUR (5' INTERVAL)
—	EXISTING INTERMEDIATE CONTOUR
—	LINE / CURVE IN TABLE
—	EASEMENT LINE / CURVE TABLE
—	CORNER FOUND
—	CONCRETE MONUMENT SET
—	5/8" IRON PIN W/CAP SET
—	CALCULATED POINT
—	ADJOINERS TABLE
—	AREAS OF SLOPE GREATER THAN 25% / 30%
—	PHASE 2A AREA DEDICATED TO PUBLIC USE
—	PHASE 2A AREA DEDICATED TO PUBLIC USE (ALLEGANY COUNTY)
—	PHASE 2A EASEMENT AREA (TYPE AS NOTED)
—	PHASE 1 AREA DEDICATED TO PUBLIC USE
—	PHASE 1 EASEMENT AREA (TYPE AS NOTED)
—	LIMITS OF FLOODWAY
—	LIMITS OF FLOODPLAIN
—	INDICATES JURISDICTIONAL WATERWAY
—	INDICATES JURISDICTIONAL WETLANDS
—	25' WETLAND BUFFER
—	25' STREAM BUFFER
—	EXISTING TREELINE

## AREA SUMMARY PHASE 2A

PHASE 2A - 32 LOTS TOTAL - 16.87± AC.  
PUBLIC RIGHT OF WAY - 3.25± AC.  
OPEN SPACE - 7.67± AC.  
TOTAL AREA OF PHASE 2A - 27.79± AC.  
\*\*EASEMENTS - 2.46± AC.

NOTE:  
1. SEE SHEET 3 OF 4 FOR ADDITIONAL LOT TABLES.  
2. SEE SHEET 1 OF 4 FOR ADDITIONAL NOTES.  
3. SEE SHEET 4 OF 4 FOR EASEMENT TABLES.

PROJECT NO.: 2015075  
DRAWN: SM  
DATE: 07-02-2020  
CRD FILE: —  
DWG FILE: BBA-MS 2A2

**bba**  
Surveyors | Engineers | Planners  
Bennett Brewer & Associates, LLC  
23 East Main Street, Suite 200  
Frostburg, MD 21532  
Phone 301-687-0494



## MAJOR SUBDIVISION PLAT — AMENDED

PREPARED FOR

SAND SPRING RUN — PHASE 2A

THE CITY OF FROSTBURG, ELECTION DISTRICT NO. 24  
ALLEGANY COUNTY, MARYLAND

SHEET NO.

2

OF

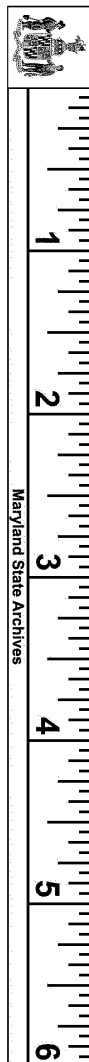
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MSA 51234-1917-2



12-18-2020



LOT 13				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L48	N87° 06' 13"E	200.56'		
L49	S29° 09' 47"E	130.26'		
L50	S60° 50' 13"W	203.65'		
L51	N27° 48' 21"W	130.29'		

LOT 14				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L52	N60° 50' 13"E	203.65'		
L53	S29° 09' 47"E	130.26'		
L54	S60° 50' 13"W	206.74'		
L55	N27° 48' 21"W	130.29'		

LOT 15				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C11	N32° 31' 29"W	37.02'	225.00'	37.06'
L56	N60° 50' 13"E	206.74'		
L57	S29° 09' 47"E	130.26'		
L58	S60° 50' 13"W	198.75'		
L59	N37° 14' 38"W	61.11'		
L60	N27° 48' 21"W	32.81'		

LOT 16				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L61	N60° 50' 13"E	198.75'		
L62	S29° 09' 47"E	153.98'		
L63	S63° 25' 36"W	176.20'		
L64	N37° 14' 38"W	147.48'		

LOT 17				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C12	N41° 01' 14"W	92.22'	700.00'	92.29'
L65	N63° 25' 36"E	176.20'		
L66	S64° 04' 04"E	113.17'		
L67	S41° 14' 38"W	222.63'		
L68	N37° 14' 38"W	86.03'		

LOT 18				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C13	N48° 00' 34"W	78.44'	700.00'	78.48'
L71	N41° 01' 14"E	222.63'		
L72	S64° 04' 04"E	113.17'		
L73	S38° 46' 43"W	251.98'		
L74	N51° 13' 17"W	41.60'		

LOT 19				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C14	N47° 25' 13"W	46.41'	350.00'	46.44'
L76	N38° 46' 43"E	251.98'		
L77	N80° 14' 37"E	125.00'		
L78	S09° 48' 52"E	137.66'		
L79	S56° 14' 49"W	270.14'		
L80	N51° 13' 17"W	58.62'		

LOT 20				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C15	N35° 16' 38"W	101.55'	350.00'	101.91'
L91	N56° 14' 49"E	270.14'		
L92	S09° 48' 52"E	116.21'		
L93	S57° 28' 08"W	220.33'		

LOT 21				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C16	N21° 05' 51"W	71.21'	350.00'	71.33'
L97	N57° 28' 08"E	220.33'		
L98	S09° 48' 52"E	168.55'		
L99	S84° 18' 11"W	189.80'		

LOT 22				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C17	N26° 06' 51"W	58.44'	100.00'	59.30'
C18	N25° 51' 54"W	11.85'	20.00'	12.03'
C19	N11° 56' 34"W	40.49'	350.00'	40.51'
L100	N84° 18' 11"E	189.80'		
L101	S09° 48' 52"E	60.00'		
L102	S68° 38' 57"W	171.59'		

LOT 23				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C20	N06° 43' 13"E	54.81'	100.00'	55.31'
L103	N68° 38' 57"E	171.59'		
L104	S09° 48' 52"E	140.79'		
L105	N83° 23' 45"W	191.47'		

LOT 24				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C21	N35° 26' 58"E	44.59'	100.00'	44.97'
L106	S83° 23' 45"E	191.47'		
L107	S09° 48' 52"E	155.30'		
L108	N87° 27' 57"W	50.00'		
L109	N54° 40' 13"W	236.06'		

LOT 25				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C22	N82° 04' 05"W	136.40'	725.00'	136.60'
C23	N29° 22' 07"W	44.10'	30.00'	49.53'
C24	N35° 54' 10"E	12.34'	20.00'	12.54'
C25	N51° 06' 08"E	9.66'	100.00'	9.87'
L110	S54° 40' 13"E	236.06'		
L111	N87° 27' 57"W	70.14'		
L112	N17° 56' 00"E	63.16'		

LOT 26				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C26	N12° 02' 40"E	63.89'	50.00'	65.30'
L113	N16° 37' 22"W	140.52'		
L114	N10° 15' 31"E	145.65'		
L115	S31° 15' 28"E	163.77'		
L116	S36° 47' 32"W	148.32'		

LOT 27				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C27	N16° 37' 22"W	22.25'	50.00'	22.44'
L117	N58° 47' 32"E	148.02'		
L118	S31° 15' 28"E	149.16'		
L119	S29° 47' 32"W	148.32'		
L120	S32° 27' 55"W	138.21'		

LOT 28				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C28	N12° 02' 40"E	63.89'	50.00'	65.30'
L121	S29° 47' 32"E	148.32'		
L122	N12° 02' 40"E	143.74'		
L123	S29° 47' 32"W	141.20'		
L124	N16° 47' 32"E	148.32'		

LOT 29				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C29	S39° 50' 32"E	68.00'	750.00'	68.02'
L126	S51° 09' 04"W	127.48'		
L127	N41° 06' 31"W	135.00'		
L128	N51° 09' 04"E	133.50'		
L129	S37° 14' 38"E	66.93'		

LOT 30				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C30	S46° 41' 08"E	111.04'	750.00'	111.14'
L130	S51° 09' 04"W	138.33'		
L131	N41° 06' 31"W	110.08'		
L132	N51° 09' 04"E	127.48'		

LOT 31				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C31	S51° 04' 34"E	3.80'	750.00'	3.80'
C32	S50° 24' 14"E	8.56'	300.00'	8.56'
L133	S51° 09' 04"W	157.94'		
L134	N41° 06' 31"W	110.09'		
L135	N51° 09' 04"E	138.33'		
L136	S51° 13' 17"E	100.22'		

LOT 32				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C33	S39° 01' 20"E	110.00'	300.00'	110.63'
L137	S51° 09' 04"W	153.93'		
L138	N41° 06' 31"W	110.08'		
L139	N51° 09' 04"E	157.94'		

LOT 33				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C37	S06° 15' 13"E	226.75'	300.00'	232.52'
L140	N52° 16' 42"W	110.00'		
L141	N52° 16' 42"W	15.04'		
L142	N41° 06' 31"W	69.47'		
L143	N51° 09' 04"E	153.93'		

LOT 34				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L144	S51° 09' 04"E	132.62'		
L145	N52° 25' 44"W	137.37'		
L146	N51° 09' 04"E	118.60'		
L147	S32° 27' 55"E	135.00'		

LOT 35				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L148	N51° 09' 04"E	118.60'		
L149	S41° 05' 31"E	133.60'		
L150	S51° 09' 04"W	138.65'		
L151	N32° 27' 55"W	133.60'		

LOT 36				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L152	N51° 09' 04"E	133.60'		
L153	S41° 05' 31"E	133.60'		
L154	S51° 09' 04"W	133.60'		
L155	N32° 27' 55"W	133.60'		

LOT 37				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C40	N38° 03' 30"W	93.00'	725.00'	93.30'
L156	N51° 09' 04"E	155.05'		
L157	S41° 05' 31"E	118.60'		
L158	S51° 09' 04"W	155.33'		
L159	N32° 27' 55"W	133.60'		

LOT 38				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C41	N41° 11' 30"W	116.65'	725.00'	116.86'
L160	N51° 09' 04"E	155.33'		
L161	S41° 05' 31"E	118.60'		
L162	S51° 09' 04"W	155.33'		

LOT 39				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C42	N33° 42' 15"W	136.00'	725.00'	136.17'
L163	N51° 09' 04"E	136.18'		
L164	S41° 05' 31"E	68.47'		
L165	S51° 15' 42"E	15.04'		
L166	S33° 42' 15"W	136.00'		

LOT 40				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C43	S16° 54' 21"W	10.00'	300.00'	10.00'
C44	S65° 10' 13"W	44.05'	30.00'	49.47'
C45	N63° 13' 15"W	110.53'	725.00'	110.64'
L167	N33° 44' 16"E	139.05'		
L168	S52° 16' 42"E	110.00'		
L169	S17° 55' 59"W	73.65'		

LOT 41				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C46	S22° 49' 55"E	66.17'	50.00'	72.31'
L170	S77° 18' 30"W	182.77'		
L171	N32° 27' 55"W	41.18'		
L172	N42° 54' 39"W	36.45'		
L173	N40° 45' 35"E	87.00'		
L174	N48° 04' 21"E	135.54'		
L175	S14° 37' 22"E	148.92'		

LOT 42				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C47	S60° 40' 11"E	7.16'	50.00'	8.91'
L176	S32° 27' 55"E	80.24'		
L177	S53° 35' 55"W	163.91'		
L178	N32° 27' 55"W	187.04'		
L179	N27° 18' 39"E	132.77'		

LOT 43				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L180	S32° 27' 55"E	187.72'		
L181	S67° 32' 05"W	170.17'		
L182	N31° 21' 40"W	174.41'		
L183	N32° 39' 50"W	16.00'		
L184	N59° 28' 59"E	168.91'		

LOT 44
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DRAINAGE EASEMENT NO. 1				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L1	N35° 49' 02"E	200.29'		
L2	N06° 45' 18"E	251.89'		
L3	N29° 09' 47"W	662.02'		
L4	N64° 27' 27"E	36.14'		
L5	S31° 16' 25"E	10.05'		
L6	S34° 10' 34"E	10.11'		
L7	S34° 10' 34"E	35.54'		
L8	S37° 23' 20"E	53.73'		
L9	S26° 45' 45"E	40.31'		
L10	S20° 03' 21"E	36.46'		
L11	S21° 25' 30"E	38.09'		
L12	S22° 28' 56"E	39.75'		
L13	S20° 04' 01"E	43.05'		
L14	S23° 02' 44"E	21.56'		
L15	S28° 28' 30"E	48.52'		
L16	S29° 51' 49"E	46.67'		
L17	S30° 28' 32"E	36.48'		
L18	S36° 37' 10"E	17.10'		
L19	S34° 50' 32"E	20.95'		
L20	S37° 33' 20"E	41.02'		
L21	S41° 05' 48"E	31.53'		
L22	S22° 01' 52"E	34.05'		
L23	S18° 00' 18"E	32.88'		
L24	S10° 14' 27"E	36.15'		
L25	S09° 52' 28"E	10.08'		
L26	S09° 35' 07"E	27.17'		
L27	S03° 04' 47"W	58.76'		
L28	S01° 08' 16"W	54.56'		
L29	S07° 36' 22"W	35.02'		
L30	S11° 31' 11"W	17.53'		
L31	S22° 29' 06"W	11.79'		
L32	S26° 00' 05"W	25.23'		
L33	S27° 47' 46"W	24.53'		
L34	S22° 54' 56"W	22.20'		
L35	S29° 18' 04"W	21.93'		
L36	S38° 54' 38"W	49.49'		
L37	S38° 04' 44"W	39.35'		
L38	S35° 49' 02"W	72.50'		
L39	N53° 21' 25"W	18.37'		

DRAINAGE EASEMENT NO. 2				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L5	S31° 16' 25"E	10.05'		
L6	S34° 10' 34"E	10.11'		
L40	S64° 26' 37"W	141.41'		
L41	N37° 14' 38"W	20.46'		
L42	N64° 27' 27"E	143.03'		

UTILITY / DRAINAGE EASEMENT NO. 2				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C1	S22° 47' 06"E	20.02'	10.03'	30.26'
L43	S63° 55' 08"E	50.69'		
L44	S35° 34' 11"W	267.56'		
L45	N69° 40' 07"E	63.70'		
L46	S89° 40' 07"W	94.09'		
L47	S35° 34' 11"W	330.97'		
L48	S26° 33' 53"W	145.99'		
L49	S29° 50' 24"E	251.40'		
L50	S69° 14' 33"W	20.00'		
L51	N29° 50' 24"W	7.51'		
L52	N29° 50' 24"W	314.82'		
L53	N35° 34' 11"E	168.41'		
L54	N35° 34' 11"E	590.28'		
L55	S29° 50' 24"E	42.92'		

UTILITY EASEMENT NO. 3 (SANITARY SEWER)				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C12	S74° 39' 06"E	27.04'	775.00'	27.04'
C13	(REF) S81° 33' 31"E	159.52'	775.00'	159.81'
C14	S81° 34' 35"W	20.00'	10.00'	31.42'
L78	S26° 57' 25"E	2.27'		
L79	S73° 15' 09"E	80.86'		
L80	S16° 24' 53"E	109.04'		
L81	S42° 02' 50"W	85.99'		
L82	S08° 25' 25"E	118.82'		
L83	N08° 25' 25"W	128.25'		
L84	N12° 02' 50"E	84.22'		
L85	N16° 24' 53"W	87.03'		
L86	N12° 15' 09"W	78.59'		
L87	N26° 57' 25"W	29.02'		

(REF) = REFERENCE LINE, TYP.

DRAINAGE EASEMENT NO. 3				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C9	(REF) S67° 02' 27"E	96.54'	775.00'	96.60'
C10	S71° 21' 04"E	20.00'	775.00'	20.00'
C11	N72° 08' 21"W	20.00'	10.00'	31.42'
L76	S17° 50' 18"W	91.64'		
L77	N17° 50' 17"E	91.61'		

UTILITY EASEMENT NO. 4 (SANITARY SEWER)				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C4	N15° 32' 16"E	4.33'	300.00'	4.33'
C5	S46° 53' 29"W	20.00'	10.00'	31.42'
L66	N16° 54' 21"E	10.00'		
L67	N17° 55' 59"E	7.49'		
L68	S49° 29' 01"E	132.82'		
L69	S41° 06' 31"E	535.34'		
L70	N41° 06' 31"W	533.87'		
L71	N49° 29' 01"W	122.45'		

DRAINAGE EASEMENT NO. 4				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C6	S24° 13' 32"E	13.01'	775.00'	13.01'
C7	S24° 57' 03"E	13.06'	775.00'	13.06'
C8	N16° 43' 03"W	23.55'	10.00'	31.42'
L72	S35° 21' 55"W	169.53'		
L73	S15° 17' 02"W	41.55'		
L74	N17° 17' 40"E	48.10'		
L75	N33° 21' 55"E	193.76'		

UTILITY / DRAINAGE EASEMENT NO. 5				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
C2	N05° 07' 26"W	44.85'	50.00'	46.48'
C3	S25° 55' 55"W	14.45'	50.00'	14.51'
L56	S29° 50' 24"E	42.92'		
L57	S34° 50' 07"W	132.10'		
L58	S31° 24' 00"E	189.32'		
L59	S16° 05' 12"E	175.49'		
L60	S32° 33' 30"E	59.10'		
L61	N32° 33' 30"W	55.23'		
L62	S35° 20' 10"W	356.99'		
L63	N69° 34' 35"E	51.66'		
L64	S27° 23' 10"E	251.65'		
L65	N35° 34' 59"E	139.64'		
L66	N35° 34' 59"E	44.65'		

RIGHT OF WAY DEDICATED TO PUBLIC USE (ALLEGANY COUNTY)				
SEGMENT #	BEARING/CHORD BEARING	LENGTH/CHORD LENGTH	RADIUS	ARC LENGTH
L88	S75° 01' 09"W	74.00'		
L89	N09° 48' 35"W	2.10'		
L90	N09° 48' 52"W	51.18'		
L91	N75° 01' 09"E	87.91'		
L92	S05° 53' 59"E	13.24'		
L93	S07° 34' 42"W	43.31'		

NOTE - ALL EASEMENTS LISTED AND DESCRIBED ABOVE ARE FOR THE BENEFIT OF THE CITY OF FROSTBURG.

PROJECT NO.:	2015075
DRAWN:	SM
DATE:	07-02-2020
CRD FILE:	-
DWG FILE:	BBA-MS 2A2

**bba**  
Surveyors | Engineers | Planners  
Bennett Brewer & Associates, LLC  
23 East Main Street, Suite 200  
Frostburg, MD 21532  
Phone 301-687-0494



MAJOR SUBDIVISION PLAT - AMENDED	
PREPARED FOR	
SAND SPRING RUN - PHASE 2A	
THE CITY OF FROSTBURG, ELECTION DISTRICT NO. 24 ALLEGANY COUNTY, MARYLAND	

SHEET NO.
4
OF
4

P239423

MSA 51234-1117-4



# City of Frostburg

**W. Robert Flanigan**  
*Mayor*

**Commissioners**

**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*

**Elizabeth Stahlman**  
*City Administrator*

## MEMORANDUM

To: Mayor, City Council, and Elizabeth Stahlman, City Administrator  
From: Bethany Fife, Director of Community Development *BJA*  
Date: July 5, 2023  
Subject: Frostburg Planning Commission Appointment

Board member Jayci Duncan has submitted a letter of resignation from the Planning Commission, leaving one vacant seat on the Commission.

Dr. Richard Russo has submitted his CV and has volunteered to fill the vacant position. Due to his professional expertise and past experience as an external reviewer for Frostburg's Zoning Ordinance and Cumberland's Comprehensive Plan in 2013, Dr. Russo's skillset is very much in line with the needs of the Commission. Staff recommends that he be appointed to a five year term beginning July 20, 2023 and ending on July 20, 2028.

Please provide staff with recommendations for the Frostburg Planning Commission vacancy, request staff to solicit additional letters of interest, or appoint Dr. Russo to the FPC during your July Mayor and Council meeting.

The Mayor and Council have the authority to appoint individuals of their choice to this board.

If you have any questions or concerns, please don't hesitate to contact me.

**RICHARD A. RUSSO**  
Department of Geography, Frostburg State University, Frostburg, MD 21532  
Email: rarusso@frostburg.edu  
Tel: 301-687-4053

### **Administrative Positions**

Chair, Department of Geography (Aug 2018 – present)  
Coordinator, International Studies Program (Aug 2014 – Aug 2018)

### **Academic Appointments**

Associate Professor, Dept. of Geography, Frostburg State University, MD (Aug 2016 – present)

- 2017-2018 Fulbright Canada Visiting Research Chair, Centre canadien de recherche sur les francophonies en milieu minoritaire at La Cité universitaire francophone, University of Regina

Assistant Professor, Dept. of Geography, Frostburg State University, MD (Aug 2010 – Aug 2016)  
Lecturer, Dept. of Geography, University of Maryland (Aug 2009 – June 2010)  
Assistant Professor of Geography, Social Sciences Dept., College of Southern Maryland  
(Aug 1999 – May 2002, tenure earned June 2001)  
Instructor of Geography, Social Sciences Dept., College of Southern Maryland (Aug 1996 – Aug 1999)

### **Education**

Ph.D. in Geography, University of Maryland, 2009  
Dissertation: *Using a Socio-Cultural Framework to Evaluate Farmland Preservation Policy Success in Maryland*  
M.A. in Geography, Syracuse University, 1995  
Thesis: *Afrikaner Territoriality and Self-determination in Post-Verwoerdian South Africa*  
Research Assistant, Center for Environmental Policy and Administration, 1994-95  
B.A. in Geography, Mary Washington College, 1993  
Research Assistant, Univ. of the Witwatersrand's Rural Facility, South Africa, July-Nov 1992

### **Publications**

#### **Peer-Reviewed**

[book chapter, in press] Russo, R.A. 2023. Public library collections under official bilingualism: a comparative review. In *Archives and Libraries in Official Language Minority Communities - Issues and Future*. University of Ottawa Press.  
Russo, R.A. 2019. French-Language Books in a Minority Setting: A Report from Rural Saskatchewan. *Minorités linguistiques et société / Linguistic Minorities and Society* 11:52-73.

Russo CV 1



- Russo, R.A. 2015. Appalachian Cities at the Beginning of the 21<sup>st</sup> Century. *Journal of Appalachian Studies* 21(2):157-172.
- Russo, R.A. 2012. Local Food Initiatives in Tobacco Transitions of the Southeastern United States. *Southeastern Geographer*, 52(1):55-69. [Received the journal's "Outstanding Article" award for that year]
- Russo, R.A. 2004. Social Justice as General Education. *Journal of Geography*, 103(3):102-110.

#### Other Publications

- Russo, R.A. 2019. Book Review: "Defining Métis: Catholic Missionaries and the Idea of Civilization in Northwestern Saskatchewan 1845-1898" by Timothy P. Foran. *American Review of Canadian Studies* 49(3):483-484.
- Russo, R.A. 2012. Southern Maryland Tobacco Barn. *Southeastern Geographer* 52(2):109-111.
- Russo, R.A. 2001. Book Review: "The Peopling of Africa: A Geographic Interpretation" by James L. Newman. *Journal of Geography*, 100(3):138
- Russo, R.A. 1994. The Geopolitics of French Language Maintenance in Louisiana and Maine Since 1960. *Le Forum*, 22(3):10-11. Orono: Franco-American Center, Univ. of Maine.
- Russo, R.A. 1993. Potchefstroom, South Africa and Fredericksburg, Virginia: A Comparative Geography of Segregation. *Virginia Geographer*, 25(2).
- Mametja D, Jinabhai CC, Ngwane N, Dolan C, Twala J, Mackenzie A, Gear J, **Russo R**, Tollman S, Pugh A. 1993. Establishing priorities for advocacy in South African Health. *Progress Reports on Health and Development in Southern Africa*. Winter 1993, 21-34. Washington: Henry J. Kaiser Family Foundation.

#### Courses Taught at Frostburg State University

Lower-level: Introductory Human Geography, World Regional Geography, Introduction to International Studies

Upper-level: Food Systems, Geography of Languages and Religions, Political Geography, Urban Geography, Geography of Europe, Geography of Latin America, Geography of the Middle East & Central Asia, Seminar in International Studies, African American Environmentalism, Environmental Planning

#### Professional Service

##### Frostburg State University

##### *Department of Geography*

- Media Relations Committee (2010-2014, chair 2011-2013)
- Webmaster (2010 – present)
- Geography Club advisor (2012-2017, 2021-present)
- Capstone redesign ad-hoc committee (2012-2013)

Russo CV 2

*College of Liberal Arts and Sciences*

Assessment Council (2013-2015)

Faculty mentor (2014-2015, 2023)

*University-Wide*

Fulbright Scholar Liaison / Fulbright Student Advisor (2018 – present)

Faculty Workload and Compensation Committee, (2021 – present)

International Studies Steering Committee (2010-2021)

Sustainability Studies Minor Steering Committee (2010-2016)

International Education Committee (2014-2018)

Faculty Co-Advisor, BTGLASS [campus LGBT student group] (2011-2013)

Library Advisory Committee (2011-2013)

*State and Local Community*

External Reviewer, draft Geography framework for Social Studies Grades 6 and 7,

Maryland State Department of Education (2022-2023)

Member, Green Team, City of Frostburg (2011 -- 2020)

Screener for LGBT submissions, Queen City Film Festival, Allegany Allied Arts (2015)

Reviewer, City of Frostburg Zoning Ordinance (2013)

Reviewer, City of Cumberland Comprehensive Plan (2013)

**Awards, Fellowships, Scholarships (partial list)**

- |      |  |
|------|--|
| 2017 | Fulbright Canada Visiting Research Chair, University of Regina, Saskatchewan, at the Centre canadien de recherche sur les francophonies en milieu minoritaire, La Cité universitaire francophone |
| 2013 | Outstanding Article in the <i>Southeastern Geographer</i> [for Vol.52, No. 1-4], Southeastern Division of the Association of American Geographers  |
| 2009 | E.O. Baker Award for Outstanding Performance in Geography Graduate Program, University of Maryland   |

**Other Professional Experience**

Program Manager, Campaign for the Civic Mission of Schools, Council for Excellence in Government, Washington, D.C. (2004-2005)

Program Associate, U.S.-Asia Environmental Partnership, Institute of International Education, Washington, D.C. (1995-1996)



# City of Frostburg

**W. Robert Flanigan**  
*Mayor*

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**Kevin G. Grove**  
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*Commissioner of  
Water, Parks and  
Recreation*

**Adam Ritchey**  
*Commissioner of  
Public Works*

**Elizabeth Stahlman**  
*City Administrator*

## Memorandum

To: Mayor, City Council, and Elizabeth Stahlman, City Administrator  
From: Bethany Fife, Director of Community Development *Bethany Fife*  
Date: July 5, 2023  
Re: Board Appointment for the Frostburg Historic District  
Commission

Historic District Commissioner Robert Rephan term expires July 16, 2023 and has indicated that he is willing to serve another three year term. Mr. Rephan has represented the City of Frostburg with distinction and expertise as a Historic District Commissioner, and his service to our community has been invaluable to the preservation of our precious resources in Frostburg's Historic District.

Staff recommends that Rob Rephan be reappointed to a new three year term. Staff feels that he brings a demonstrated interest and a strong background to the historic preservation of our City, and his academic and professional training lends a specific expertise to the Commission.

Please provide staff with recommendations for the Historic District Commission vacancy, request staff to solicit letters of interest, or reappoint the current member listed above during your July Mayor and Council meeting.

The Mayor and Council have the authority to appoint individuals of their choice to the Board.

If you have any questions or concerns please contact me at your convenience.

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 between Optimize Renewables LLC ("Company") and The City of Frostburg (the "City"), a Maryland municipal corporation.

### **RECITALS**

WHEREAS, the Company is the owner of certain confidential and proprietary information concerning its business and financial affairs; and

WHEREAS, the Company is willing to disclose said confidential and proprietary information to the City (the City and the Company sometimes referred to individually as a "Party" or collectively as the "Parties") solely for the purpose of having the City evaluate a possible transaction (the "Potential Transaction") between the Parties. (A Party disclosing confidential and proprietary information pursuant to this Agreement shall sometimes be referred to as a "Disclosing Party" and the Party receiving such confidential and proprietary information from the Disclosing Party shall sometimes be referred to as the "Receiving Party").

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

#### **1. Confidential Business Information.**

1.1. Definitions. Except as otherwise provided for in Section 1.2 and elsewhere in this Agreement, for the purposes of this Agreement, the term "Confidential Business Information" means all information (whether written or oral) provided by the Company to the City on or after the date hereof and relating to the company, business and affairs of the Company and the Potential Transaction, including all notes and summaries pertaining to the foregoing and any other information derived, summarized or extracted from any of the foregoing. In particular, Confidential Business Information includes either Optimize's proprietary technical and financial project models and investors. In addition to the foregoing, Confidential Business Information includes the fact that the Confidential Business Information has been made available, that discussions or negotiations are taking place or have taken place concerning the Potential Transaction involving the Parties or any of the terms, conditions or other facts with respect to any the Potential Transaction, including the status thereof.

1.2. Exceptions to General Rule. Notwithstanding the foregoing, Confidential Business Information shall not include any information which (i) the City already had in its possession without a known restriction on use prior to its receipt of such information from the Company or which is or becomes publicly

known through no wrongful act in violation of this Agreement of its own or of its employees, agents or representatives; (ii) the City received independently from a third party that was not known by the City to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company; (iii) was independently developed or acquired by the City without using the Confidential Business Information; or (iv) is approved in writing for disclosure by the Company as provided in Section 2 below.

### 1.3. Maryland Public Information Act.

(a) The City is subject to and statutorily obligated to comply with the terms of the Maryland Public Information Act (the "PIA"), Md. Gen. Provn's. Code Ann. §§ 4-101, et seq.

The basic mandate of the PIA is to enable people to have access to government records without unnecessary cost or delay. Custodians of records are to provide such access unless the requested records fall within one of the exceptions in the statute.

Maryland Public Information Act Manual (2021 16<sup>th</sup> Ed. 2021).

(b) Section 4-335 of the PIA requires a custodian of records to deny inspection of the part of a public record that contains . . . (1) a trade secret; (2) confidential commercial information; (3) confidential financial information . . ."

(c) Subject to the terms of the PIA and applicable law, the City must allow the inspection of public records or the parts thereof that do not contain trade secrets, confidential commercial information, or confidential financial information.

(d) The City will allow the inspection of documents consistent with the requirements of the PIA and the caselaw relative thereto. Its statutory obligation to do so trumps and takes precedence over the terms of this Agreement.

2. Protectability and Non-Disclosure of Confidential Business Information. Pursuant to this Agreement, a Party may receive Confidential Business Information from the other Party and/or its agents. The Parties hereby agree to exercise appropriate, reasonable precautions to prevent the disclosure or transfer, directly or indirectly, of any Confidential Business Information or anything including any Confidential Business Information to third parties (other

than as permitted hereunder) without the prior written consent of the other Party and/or any authorized agent thereof; provided, however, that such consent will not be required in instances where the inspection of documents must be allowed under the terms of the PIA. Each Party agrees that the other Party cannot orally grant any such consent, but rather such consent must be in writing to be enforceable (which may be by email). The standard of care imposed on each Party for protecting the Confidential Business Information shall be that degree of care that the other Party uses to protect disclosure, publication or dissemination of its own confidential information of like importance, except that, for the City, this standard of care does not apply as to the inspections that must be allowed under the terms of the PIA. Notwithstanding the foregoing, a Party may disclose Confidential Business Information to its affiliates and its and its affiliates' directors, officers, employees, representatives, professional advisers, attorneys, accountants and agents ("Representatives") who are advised of the terms of this Agreement and who need to know such information for purposes of evaluating the Potential Transaction. Subject to the PIA, Parties further agree: (a) that they may use the Confidential Business Information only in connection with an evaluation, negotiation and consummation of the Potential Transaction and not for any other purpose, including but not limited to a Party's use in direct or indirect competition with the other Party; and (b) that it may not use the Confidential Business Information for the benefit of itself or any third party (other than as otherwise permitted hereunder).

3. Non-Disclosure of Potential Transaction. Neither Party shall disclose the fact that the Confidential Business Information has been made available to the Parties, that discussions or negotiations are taking place or have taken place concerning the Potential Transaction involving the Parties or any of the terms, conditions or other facts with respect to the Potential Transaction, including the status thereof; provided, however that the Parties may disclose such information to its Representatives who are advised of the terms of this Agreement and who need to know such information for purposes of the Potential Transaction. The City's obligations under the PIA take precedence over the terms of this section.

4. No Representations or Warranties. Each Party understands that the other Party is not making any representations or warranties, express or implied, as to the accuracy or completeness of any information provided hereunder and that the Disclosing Party shall have no liability to Receiving Party hereunder with respect to the Receiving Party's use of or reliance upon such information. The Parties understand that no contract or agreement providing for the Potential Transaction shall be deemed to exist unless and until a definitive written agreement has been executed and delivered by the Parties. Further, each Party agrees that nothing in this Agreement shall preclude or limit in any way the right and ability of the other Party to participate in negotiations or enter into



agreements with any other person or company or enter into any transaction whatsoever, regardless of whether such other person, company or transaction may involve interests that differ from those of the other Party, so long as the Confidential Business Information is not used or disclosed in violation of this Agreement.

5. Legal Requirement to Disclose. If a Party or anyone to whom it discloses the Confidential Business Information is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, court order or similar process, or by any legal, regulatory or self-regulatory authority, including without limitation, the New York Stock Exchange, the Board of Governors of the Federal Reserve System and the U.S. Securities Exchange Commission) to disclose all or any part of the Confidential Business Information, such Party is entitled to comply with such request or demand without liability hereunder provided that such Party shall:

(a) to the extent legally permissible and practicable, promptly notify the other Party of such a request or demand (provided, that no such notice shall be required in connection with a routine examination or inspection by any regulatory authority that does not specifically target any Confidential Business Information;

(b) if disclosure of that Confidential Business Information is required, furnish only such portion of the Confidential Business Information as the other Party is requested or required to be disclosed; and

(c) take commercially reasonable steps to cooperate with the other Party, at the other Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Business Information that is required to be disclosed.

6. Non-Circumvention. Each Party agrees that it will not attempt to circumvent the other by directly contacting and attempting to do business with certain individuals or organizations introduced to it by the Disclosing Party if such individual or organization was not otherwise already known by Receiving Party prior to Disclosing Party's introduction with respect to the Proposed Transaction underlying this Agreement (each described as an "Introduced External Party") unless given written permission to do so. The Parties may mutually choose to identify and share such "Introduced Parties" as confidential between the Parties.

The proposed transaction references the financing and constructing of the microgrid energy project by the Company for the City of Frostburg. Without the prior written consent of the other Party, the Parties, their affiliates, corporations,

divisions, subsidiaries or employees will not make any direct contact or contract with, deal with, or otherwise become involved in any transaction (collectively, a "New Transaction") with Introduced External Parties that is both (i) similar to or in competition with the Proposed Transaction and (ii) in North America.

In the course of this agreement, each Party may request consent and approval in writing of the other Party to add certain project clients or financial, engineering / procurement / construction, operations / maintenance and consulting firms working with a Party to this non-circumvention clause as Introduced External Parties. New individuals or organizations will only be added as Introduced External Parties by mutual consent and written approval.

7. Remedies. Each Party acknowledges that if this Agreement is materially breached, the non-breaching Party may not be made whole by monetary damages alone. Accordingly, the non-breaching Party, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to seek injunctive relief to prevent breaches of this Agreement, and to seek an order compelling specific performance of this Agreement. Notwithstanding anything to the contrary herein, the Parties do hereby waive any and all claims against each other for any and all exemplary, punitive, consequential or special damages arising under or relating to this Agreement.

8. Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties with respect to the subject hereof and may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement.

9. No Waivers. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

10. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if (i) delivered personally, or (ii) sent registered or certified mail, return receipt requested, or nationally recognized delivery service, to the Parties' respective addresses below, or to such other addresses as either Party hereto may hereafter designate in writing. The effective date of such notice shall be the date received.

If to the Company:

Len Jornlin, President & CEO  
Optimize Renewables LLC  
Mailing: 10212 Easterday Ct, #101  
Hagerstown, MD 21742

If to the City:

Elizabeth Stahlman  
City Administrator  
City of Frostburg  
37 S. Broadway  
Frostburg, MD 21532

With a copy to

Michael Scott Cohen, Esq.  
Frostburg City Attorney  
213 Washington Street  
Cumberland, MD 21502

11. Severability. The invalidity or unenforceability of any provision contained herein shall not affect the other provisions of this Agreement, and such invalid or unenforceable provision shall be construed to be valid and enforceable to the maximum extent permitted by law.

12. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to any conflicts-of-law principles that would cause the laws of another jurisdiction to govern and the Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the State of Maryland, and the appellate courts of any thereof. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE ACTIONS OF THE UNDERSIGNED IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

13. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. Assignment; Successors. Neither Party shall assign, transfer, sub-contract, sub-license or delegate any of their respective rights and/or obligations (in whole or in part) under this Agreement, without the prior written consent of the other Party. All obligations hereunder shall be binding on the

Parties and their respective successors and permitted assigns. Any assignment and/or transfer in violation of this Section 14 shall be null and void.

15. Term. The obligations under this Agreement shall terminate three years from the date hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered on the date first written above.

WITNESS:

OPTIMIZE RENEWABLES LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Len Jornlin, President & CEO

THE CITY OF FROSTBURG

\_\_\_\_\_

By: \_\_\_\_\_  
W. Robert Flanigan



City of Frostburg  
37 Broadway  
Frostburg, MD 21532

June 14, 2023

Dear Mayor and City Council,

FrostburgFirst would like to request a temporary repeal of the Open Container Law on Main Street, Broadway, and Water Street during our 3rd Annual Lemonade Stroll on July 22, 2023 from 10 am - 6pm, under the conditions that all beverages are kept in plastic ware.

The Lemonade Stroll is an event designed to provide an incentive for locals and visitors to explore downtown businesses and increase foot traffic. Business owners provide samples of lemonade or other summery beverages during the Stroll to entice shoppers and diners, and some of the businesses would like to offer beverages with alcohol content for adults. The goal of the event is to draw more attention to our small businesses and encourage people to explore the entire downtown district rather than go directly to one or two businesses. The repeal of the Open Container Law allows guests to move from one space to another without having to rush through their beverage. If granted, we will not publicly advertise the repeal, but will inform our downtown business owners of the temporary repeal to allow a more pleasant experience for their customers and guests.

Thank you for considering this repeal.

With appreciation,

Deirdre Robertson  
Executive Director

41 E Main St.  
Frostburg, MD 21532  
(301) 689-6900

[info@frostburgfirst.com](mailto:info@frostburgfirst.com)  
[www.downtownfrostburg.com](http://www.downtownfrostburg.com)

*To develop and foster a prosperous, vibrant, sustainable,  
and resilient designated Frostburg Main Street Community.*

