



THE CITY OF FROSTBURG

Mayor and Council Work Session Agenda

Tuesday, September 10, 2024 at 4:00 PM

Frostburg Municipal Center Meeting Room 100
37 S. Broadway, Frostburg, MD 21532

Mayor Todd J. Logsdon

Donald L. Carter, Jr., Commissioner of Finance

Nina Forsythe, Commissioner of Water, Parks and Recreation

Kevin G. Grove, Commissioner of Public Safety

Adam Ritchey, Commissioner of Public Works

1. Call to Order

2. Roll Call

3. Council Meeting Topics

- A.** Update to City Code - Drinking Water Ordinance. Elaine Jones, CPA, Director of Finance
- B.** Municipal Solid Waste Ordinance. Bethany Fife, Director of Community Development
- C.** CSO Phase X-A. Hayden Lindsey, Director of Public Works
 - Change Orders 1 & 2
 - Construction Update, Easement Access
- D.** Mechanic Street Parking Lot Change Order No. 3 - Time and Materials. Hayden Lindsey, Director of Public Works
- E.** Bid Awards for CSO Projects. Hayden Lindsey, Director of Public Works
 - N. Grant
 - Center
- F.** Bid Award Centennial Street Paving. Hayden Lindsey, Director of Public Works
- G.** Bid Award - Construction of Storage Building for MDE-BOM. Hayden Lindsey, Director of Public Works
- H.** Approval of Easement from FSU to City for MDE-BOM Storage Building. Elizabeth Stahlman, City Administrator
- I.** Temporary Repeal of Open Container Law - Cider Crawl on September 28, 2024 as requested by FrostburgFirst
- J.** Public Hearing: Zoning Ordinance Amendment re: Body Art Studios

4. Other Discussion Items

- A.** FrostburgFirst By-Laws Update. Bethany Fife, Director of Community Development
- B.** American Rescue Plan Act Priority List
- C.** Roundabout - Frostburg Gateway Project Update. Elizabeth Stahlman, City Administrator
- D.** Frostburg Food Pantry Project Update
- E.** Noise Ordinance - Discussion

F. Cardboard Box Abuse

G. Halloween & Trick or Treating

5. Adjournment

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 6-1 OF DIVISION I (TITLED “GENERAL PROVISIONS) AND SECTIONS 6-3 TO 6-9 AND 13 OF DIVISION II (TITLED “WATER SERVICE”) FOR THE PURPOSE OF ALLOWING FOR GREATER FLEXIBILITY IN PERFORMING METER READINGS AND OBTAINING ACCESS TO METERS (SECTION 6-6), REVISIONS TO THE LEAK ADJUSTMENT POLICY (SECTION 6-7), THE PROHIBITION AGAINST TAMPERING (SECTION 6-8), DELINQUENT UTILITY ACCOUNTS,(SECTION 6-9) AND OTHER MISCELLANEOUS CHANGES TO THE SECTIONS OF ARTICLE I AND II OF THE CITY CODE.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND that Section 6-1, 6-3 to 6.9, and Section 6-13 of Article 6 of the Frostburg City Code be and are hereby repealed and reenacted with amendments, to read as follows [NOTE: a text-edited version of the repealed and reenacted sections is attached hereto]:

DIVISION I. GENERAL PROVISIONS

Sec. 6-1. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commissioner means the Commissioner of Water, Parks and Recreation.

Customer means any person, firm, partnership, association, corporation, company, or organization of any kind receiving water, garbage, and/or sewage service from the City, whether residing or located within or outside the City's corporate limits. It also means tenants of properties where said services are provided, without regard to whether they are responsible for paying for such services under their lease agreements.

Delinquent utility account means a utility account with fees which are due and unpaid fifty (50) days after the bill due date.

Dormant utility account means a utility account which is exempt from City charges.

Garbage service means the service provided by the City under the Municipal Solid Waste Ordinance.

Sewage service means sewage removed by the City in accordance with the terms of a cooperative arrangement with the Allegany County Sanitary Commission.

Utility account fees means and includes fees for water, sewer and garbage service, water surcharges, combined sewer overflow surcharges, Bay Restoration Fees, fees for supplementary readings, shutoff notification fees, non-sufficient fund fees, turn-on fees, water meter fees, other utility fees as provided in the Schedule of Municipal Fees, and interest on said fees.

Water service means water furnished by the City through its Water Department.

Sec. 6-2. Dormant utility accounts—Applications; billing; termination of utility connections.

- (a) *Application for dormant utility account status.* Any person who owns a vacant parcel with existing water and/or sewer service connections may apply to have that parcel be treated as a dormant utility account. Applications must be made in writing and shall be submitted to the Director of Finance. The Director of Finance shall consult with Water Department personnel to ascertain whether a parcel is eligible for treatment as a dormant account.
- (b) *Eligibility for dormant utility account status.* Applications for dormant utility account status shall be granted if the following criteria are met.
 - (1) No principal or accessory structures which are capable of being plumbed may be located on the subject parcel.
 - (2) The parcel must remain disconnected from City water and sewer service for four (4) consecutive quarters following the date an application is accepted.
 - (3) The utility account must be current and have no outstanding fees.
- (c) *Billing.*
 - (1) If water and/or sewer service is reconnected during the first four (4) quarters following the granting of an application for dormant utility status shall pay all surcharges and other charges that would have been billed during that time frame had the application been denied.
 - (2) An application fee of \$50.00 must be paid at the time an application is made. Every parcel which is a dormant utility account as of January 1 of each year shall be required to pay an annual dormant utility account fee in the amount of \$50.00, regardless of whether water and/or sewer service is resumed during that time frame

- (3) Failure to pay the dormant utility account fee within thirty (30) days of invoicing will result in the loss of the dormant utility account status.
- (d) *Termination of utility connections.* If a property owner elects to disconnect from the utility connections for a parcel, any work required for that purpose shall be performed by a private contractor and inspected by the City at the property owner's expense. The water utility line shall be physically disconnected on the property owner's side of the curb stop. The sewer service shall be physically disconnected and capped. The sewer cap shall be inspected and approved by the Street Department before it is backfilled. A property owner who wishes to reconnect utility service following its disconnection shall pay all costs and fees for the applicable tap(s) prior to the reconnection of service.

DIVISION II. WATER SERVICE

Sec. 6-3. Water service connections.

- (a) *Application for connection.* Any person seeking water service shall make application to the Community Development Department and provide such information deemed necessary to determine where the curb stop should be located and the size of the tap. Any connection permit in which the user expects to exceed one hundred thousand (100,000) gallons per day shall be reviewed and approved by the Director of Public Works; the City reserves the right to deny any application for a water connection should the estimated daily usage interfere with the City's ability for long term growth as identified in the City's Water Capacity Management Plan.
- (b) *Sprinkler systems.* Structures with automated sprinkler systems shall have two (2) separate service lines from the curb stop to the sprinklered structures, one (1) for regular usage and the other for sprinkler system usage. The water line for regular usage shall be metered. The line for sprinkler system usage shall be equipped with:
 - (1) A flow detector, an audible alarm and a check valve the property owner's side of the curb stop; or
 - (2) Other systems which meet the requirements of the State Fire Marshal.
- (c) *Extending water service outside of City limits.*
 - (1) *Authority to extend.* Upon the recommendation of the Commissioner of Public Works and the Director of Public Works and with the approval of the City Council, the City's water mains may be

extended to the City's municipal boundaries for the purpose of allowing persons who reside outside of City limits to connect to the City's water system.

- (2) *Conditions for extension.* Connection to the City's water system shall be conditioned upon:
- a. Verification that water service is or could be made available at the desired location;
 - b. Verification that the water service is or could be made available to the subject property;
 - c. The subject property being located outside of a service area operated by Allegany County, another government entity, or a water company;
 - d. The applicant's execution of an agreement, binding upon the owners and all future owners of the property where water service shall be extended, consenting to its annexation into the City; and
 - e. The connecting mains meeting or exceeding the City's requirements.
- (3) *Prohibition against outside of State connections.* City water service shall not be extended outside of the State under any circumstances.

Sec. 6-4. Water-only service.

- (a) *Availability and restrictions.* The City may offer a water-only utility service for residential accounts and commercial accounts with monthly usage that does not exceed fifty thousand (50,000) gallons. Such service may be used exclusively for irrigation purposes. No water from a property supplied with water-only service shall enter into the City's sanitary sewer system.
- (b) *Permitted connections.* Water-only service may be provided exclusively by means of a separate service connection or a deduct meter.
- (c) *Applications.* Written applications for water-only service shall be submitted to the City Administrator. They shall include an explanation of the need for the service and shall state whether a separate service connection or deduct meter is proposed and the proposed location for the same. Such an application may not be granted unless the Director of Public Works, after consulting with Water Department personnel, determines that such service is unlikely to result in the flow of water into the sanitary sewer system.
- (d) *Billing.* The City will bill for water-service only accounts on a regular basis. Those bills will include volumetric charges for the water consumed and any applicable water surcharges or City or State water consumption-related charges and fees. No other charges shall be included nor shall any other

services be provided unless there is no full-service utility account for that location.

- (e) *Connection fees.* A customer whose application for a water-only service has been approved shall pay for a new remotely read meter (including any other required materials) in accordance with the Schedule of Municipal Fees set forth in the annual budget ordinance. In addition, the customer shall pay a one-time set up charge of \$250.00. If the lot where water-only service is being set up is not served with water by means of a full-service account, the customer shall also pay all costs required for the establishment of new service as provided for in the Schedule of Municipal Fees set forth in the annual budget ordinance.
- (f) *Termination of service for violations.*
 - (1) *Water entry into sanitary sewer.* If water from a property with water-only service enters the sanitary sewer, said service will be terminated immediately and will not be restored until such time as the customer installs, constructs and/or implements measures that will rectify the matter.
 - (2) *Unauthorized use.* The use of water-only service for purposes other than irrigation shall result in the termination of that service for a period of forty-five (45) days for a first offense and permanently for a second offense. Such use shall constitute tampering under section 6-8 and shall also be subject to the penalties provided for therein.

Sec. 6-5. Meter requirement; meter purchase, installation and maintenance.

- (a) *Responsibility for installation, repair and maintenance.*
 - (1) *City responsibilities.* The City shall be responsible for the installation, repair and maintenance of a water tap and the service line extending from its main to and including the curb stop, i.e., the curb valve.
 - (2) *Prohibited work.* No persons other than City Water Department personnel shall perform any such work unless the City Engineer grants them written permission to do so. Property owners shall not be permitted to perform any work within the City's right-of-way.
- (b) *Water meters required; purchase; installation and maintenance.*
 - (1) *Generally.* Except as set forth in subsection (2) hereinafter, the following provisions shall apply:
 - a. Each structure on a lot of record being supplied with City water, including the individual units in duplexes, townhomes and similar style residential structures, which are on separate lots of record, must have a separate meter. The City will not allow for, supply or maintain more than one (1) meter per lot of record. The City Council may grant exceptions to this rule

in special and unique circumstances. Existing lots of record with more than one (1) meter as of the date of the enactment of this paragraph shall be allowed to continue until January 1, 2040, at which time they must comply with the terms of this paragraph.

- b. Property owners shall pay the fee for meters and meter installation set forth in the Schedule of Municipal Fees set forth in the annual budget before a meter is installed.
- c. All such meters must be purchased from the City. The City reserves the right to terminate water service for properties that are not in compliance with this requirement.
- d. Meters shall remain under the control of and be accessible to the City at all times. Water service to a property may be terminated if the owner does not allow City personnel to access the meter.
- e. The water meter shall be properly functioning and capable of being read before water service is restored to a property where it has been shut off.
- f. The City will make all repairs which are necessary to ensure that the meters compliant with these provisions are in good operating condition. The City shall bear the costs of repairs and the replacement of these meters, as it deems to be necessary, except in instances of tampering, abuse, misuse and neglect, in which event the property owner shall bear those costs. Neglect includes, but is not limited to, an owner's failure to prevent the meter from freezing.

(2) *Exceptions.* The following exceptions to the general provisions of subsection (1) shall be narrowly construed and shall only apply to the extent they conflict with subsection (1). The terms of subsection (1) which do not conflict with the terms of this subsection shall remain in effect.

- a. *New construction—Meters installed by plumber.* State-licensed plumbers may install water meters for new construction. Such meters must be supplied by and purchased from the City. Once installed, the meters shall be inspected and approved by the Water Department before water service is provided.
- b. *Installation/repairs for water companies and large commercial customers.* Water companies and large commercial customers shall be responsible for and bear the costs of the purchase, installation, repair, replacement and relocation of their water meters, meter housings and accessories. The foregoing must be approved by the

Director of Public Works prior to installation and, once installed, they shall be inspected and approved by the Water Department before water service is provided.

(c) *Repair of private/service lines; leaks.*

(1) *Prohibitions.*

- a. *Private property and water lines.* Except for meter inspection, repair and replacement, the City shall not provide any services or repairs on private property. The City customarily will not install, perform maintenance on or repair private water lines, including, but not limited to the lines running from curb stops to meters on private property.
- b. *Service lines.* Property owners shall be responsible for the installation, repair and maintenance of service lines extending from the curb stop into their properties. City personnel are specifically prohibited from performing any of this work.

(2) *Leaks.*

- a. Upon a call for assistance relative to a leak in a service line from the curb stop into a property, the City may shut off water service at the curb stop. Water service shall be restored upon the completion of repairs.
- b. If water service is shut off due to a leak inside of a structure, it will not be restored until a shut off valve is installed between the curb stop and the meter, inside the structure. The City shall not bear the cost or install the shut-off valve.

Sec. 6-6. Meter reading.

- (a) *Frequency.*, The City shall read each water meter on a schedule as approved by the Mayor and Council.
- (b) *Remote/on-location readings.* Where possible, the City shall install meters that allow for remote off-property readings.
- (c) *Estimated readings.* When the City is unable to obtain a reading, an estimated reading shall be calculated for the billing cycle based on an average of the four (4) most recent readings that reflect typical usage.
- (d) *Property owner-provided readings.* Property owners or tenants may provide the City with meter readings either by telephone, fax, email, or in writing on the City's form. Such readings shall be provided sufficiently in advance of the billing date such that they can be included in the bill for the applicable billing cycle. Failure to provide such readings in a timely manner may result in billing on an estimated

reading. Private-owner readings shall be permitted no more than six (6) consecutive billing cycles.

- (e) *Meter access.* In the event a meter cannot be read remotely, the property owner shall grant the City access to the meter. Failure to allow the Water Department to access the meter within one hundred eighty (180) days of written notice shall result in a penalty on the utility bill in the amount of \$200.00. Water service may also be terminated until access to the meter is provided.

Sec. 6-7. Leak adjustment policy.

Commencing July 1, 2020, leak adjustments may be granted once every four (4) years. Applications for leak adjustments shall be submitted to the Director of Finance utilizing City approved forms. In order to be eligible for relief the property owner must submit the application starting the leak adjustment process no later than five (5) days prior to the bill due date for the monthly billing period for which the relief is sought. The application will require that the owner submit documentation showing that: (i) there was a leak, (ii) the leak has been repaired, and (iii) the leak was not caused by the gross negligence of the owner, including, but not limited to, allowing the pipes or water meter to freeze. Examples of evidence that a leak was repaired may include a plumber or handyman invoice, proof of parts purchased, before and after photos, or other written explanations. The leak adjustment application must be completed with all relevant documentation within thirty (30) days of the due date of the bill for which relief is sought for the adjustment to be approved. The Director of Finance or the City Administrator may approve leak adjustment applications.

The leak adjustment shall be calculated in the following manner:

1. Determine the average water consumption of the most recent twelve (12) months that reflect normal usage. If a property owner has owned the property for less than twelve (12) months, annual consumption for this calculation will be the greater of thirty-eight thousand (38,000) gallons or actual metered consumption during the period of specific property ownership.
2. Determine the estimated leak volume by subtracting the average water consumption from the total water consumption of the current billing period.
3. Multiply the estimate leak volume by fifty percent (50%).
4. Add the reduced estimated leak (step 3) to the average consumption (step 1) to determine the leak-adjusted amount of water.

Standard water rates would apply to the leak-adjusted consumption. For multi-tenant commercial properties or multi-family units, the City Administrator may grant one (1) additional leak adjustment within a four-year period preceding

the date of an application for relief, provided the leak did not occur in a separately-metered unit owned or occupied by a person or persons who were given relief during the four-year period preceding the application for a leak adjustment. A leak adjustment shall only apply to the bill for one (1) billing cycle. The leak adjustment applies to the water and sewer charges for that particular billing cycle.

Sec. 6-8. Tampering.

Any person who: (i) tampers with or turns on a City-owned curb stop which has been shut off; (ii) alters, obstructs or interferes with the readings of a water meter; (iii) defaces, injures or destroys any water meter, curb stop, or any part of a water meter or curb stop; or (iv) use of water from water-only service for purposes other than irrigation shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. It shall be rebuttably presumed that the water customer committed the infraction in the event water is metered following the date water service is terminated. Additionally, the City may terminate water service at the subject location. As stated in the City Code, the City Water Department shall refer all incidences of tampering to the Frostburg Police Department for investigation and, if appropriate, the institution of criminal charges.

Sec. 6-9. Delinquent utility accounts; interest after bill due date.

- (a) *Discontinuance of water service.* All delinquent utility accounts are subject to the discontinuation of water service. A shutoff fee is added to the delinquent account balance upon notification to the Water Department of the accounts which are subject to termination of water service.
- (b) *Appeals.* Any customer with a delinquent utility account who, , disputes the amount owed or claims that special circumstances exist which prevent or otherwise affect full payment of the balance due shall notify the Finance Department , stating the details regarding the dispute or claim. The Director of Finance or their designee may authorize payment of the delinquent amount through a payment plan deemed to be appropriate under the circumstances present. The submission of the dispute of claim in a timely manner, i.e., before water service is discontinued, shall operate to delay the discontinuation of water service until such time as the Director of Finance or their designee makes a decision on the dispute or claim. Failure to comply with a payment plan shall result in the discontinuation of water service without further notice being provided.
- (c) *Interest on unpaid balances after due date.* If a utility account billing is not paid twenty-five days after the bill due date, interest thereon shall accrue commencing at that time. The interest percentage shall be set in the Schedule of Municipal Fees in the annual budget ordinance. Accrued and unpaid interest shall be added to the balance due on the utility bill.

- (d) *Reinstitution of water service.* Water service that has been terminated may not be reinstated until the entire outstanding balance of the account is paid or, upon the approval of a payment plan by the Director of Finance or their designee for the payment of that balance.
- (e) *Lien on property.* The balance due on an unpaid utility account shall constitute a lien against the real property and improvements thereon where the services were provided. Notice of the lien may be recorded among the records of the Circuit Court for Allegany County, Maryland. The lien will continue until such time as the balance due is paid. This remedy will be in addition to the right of the City to initiate appropriate civil proceedings for the collection of any and all such accrued charges in a court of competent jurisdiction.

Sec. 6-10. Remedies joint and several.

All applicable remedies for violations of the preceding sections of this division and on account of the nonpayment of water bills may be pursued jointly and severally and consecutively or concurrently.

Sec. 6-11. Water conservation.

- (a) The City Council shall have the authority to declare a water conservation emergency. Such declaration is subject to the approval of a majority of the members of Council and only with the affirmative recommendation of the Commissioner. The Council may declare such an emergency for such a period of time as they deem necessary to properly protect and conserve the City's water supply.
- (b) Upon the declaration of an emergency, it shall be unlawful for any customer or the customer's agents, servants, employees, or family members to permit City water to run or flow through any spigots, hydrants, or pipes on the customer's premises except such water as is actually and absolutely necessary for ordinary household purposes. The term "ordinary household purposes" shall not include the watering of lawns, washing of automobiles, use of sprinkler systems, or the use of machinery operated by water power.
- (c) If, in the opinion of the Council, the water conservation measures described in subsection (b) of this section are insufficient to properly conserve the City's water resources, the Council may institute a water rationing program. Such water rationing program may include setting maximum per-capita water usage limits on users of the City water supply or such other measures as deemed appropriate.
- (d) All consumers of City water must comply with these provisions. Those customers living inside the City are subject to the penalties set forth

herein. Consumers of City water who are outside of City limits are subject to the provisions of the Water Service Agreements between the City and the County,

- (e) Any person who violates the terms of this section shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.

Sec. 6-12. Wells.

- (a) *Private wells.* It shall be unlawful for any person, corporation, or organization to operate a private well water supply system within the corporate limits of the City unless the Council grants permission therefor by order or resolution. In considering whether to grant such an exception, the following criteria shall be considered:
 - (1) Whether the proposed use of the well is for agricultural purposes;
 - (2) Whether there is a potential for the well water to infiltrate the City water system; and
 - (3) Whether such water would eventually enter into the sewer system of the City.

Exceptions to the prohibition against private wells shall not be granted for non-agricultural commercial or residential uses.

- (b) *Penalties.* Any person who violates the terms of this section shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. In addition to the fines levied hereunder, the City may require the violator to disconnect the privately owned system. In the event that such violator does not disconnect from the privately owned system, the City shall have the authority to enter upon the lands of the violator and cause such a disconnection. The cost for making this disconnection shall be assessed to the violator in addition to such other penalties as are provided herein or by law.

Sec. 6-13. Frostburg dwelling equivalent and surcharges.

- (a) A Frostburg dwelling equivalent ("FDE"), is an equivalent dwelling unit determined by the City for the purpose of determining "surcharges", based on the volume of water consumed for water and sewer service.
- (b) An FDE represents thirty-eight thousand (38,000) gallons per year (or an average of one hundred four (104) gallons per day)
- (c) FDE's are determined as follows:
 - (1) Single-family residential structure: One (1) FDE.

- (2) Multifamily residential structure: One (1) FDE per unit or one (1) FDE per thirty-eight thousand (38,000) gallons for the prior year, whichever is higher.
- (3) Commercial: One (1) FDE per thirty- eight thousand (38,000) gallons for the prior year.
- (4) Mixed-use: Minimum of one (1) FDE per use type, calculated in accordance with subsections b. and c. above.
- (5) Rounding up: FDE's shall be rounded up if the calculation of FDE's yields a decimal greater than .50 for a commercial, multi-family residence, or mixed use property,

SECTION 2: BE IT FURTHER ORDAINED, that this ordinance shall take effect on the date of its passage.

THE MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
Todd Logsdon, Mayor

ATTEST:

Elizabeth Stahlman, City Administrator

Introduced:
Public Hearing:
Adopted:
Effective:

PART II - CODE OF ORDINANCES
Article 6 - WATER AND SEWERS
DIVISION I. GENERAL PROVISIONS

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Delinquent utility account means a utility account with fees which are due and unpaid ~~after fifty (50) ninety (90) days from after~~ after fifty (50) ninety (90) days from after the ~~bill due date of billing~~.

Dormant utility account means a utility account which is exempt from City charges.

Garbage service means the service provided by the City under the Municipal Solid Waste Ordinance.

Sewage service means sewage removed by the City in accordance with the terms of a cooperative arrangement with the Allegany County Sanitary Commission.

Utility account fees means and includes fees for water, sewer and garbage service, water surcharges, combined sewer overflow surcharges, Bay Restoration Fees, fees for supplementary readings, shutoff notification fees, non-sufficient fund fees, turn-on fees, water meter fees, other utility fees as provided in the Schedule of Municipal Fees, and interest on said fees.

Water service means water furnished by the City through its Water Department.

(Ord. No. 2020-02, § 3, 5-21-2020)

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DIVISION II. WATER SERVICE

Sec. 6-3. Water service connections.

- (a) *Application for connection.* Any person seeking water service shall make application to the Community Development Department and provide such information deemed necessary to determine where the curb stop should be located and the size of the tap. Any connection permit in which the user expects to exceed one hundred thousand (100,000) gallons per day shall be reviewed and approved by the Director of Public Works ~~and the Commissioner~~; the City reserves the right to deny any application for a water connection should the estimated daily usage interfere with the City's ability for long term growth as identified in the City's Water Capacity Management Plan.

- (b) *Sprinkler systems.* Structures with automated sprinkler systems shall have two (2) separate service lines from the curb stop to the sprinklered structures, one (1) for regular usage and the other for sprinkler system usage. The water line for regular usage shall be metered. The line for sprinkler system usage shall be equipped with:
- (1) A flow detector, an audible alarm and a check valve the property owner's side of the curb stop; or
 - (2) ~~Such o~~ther systems which meet the requirements of the State Fire Marshal.
- (c) *Extending water service outside of City limits.*
- (1) *Authority to extend.* Upon the recommendation of the Commissioner of Public Works and the Director of Public Works and with the approval of the City Council, the City's water mains may be extended to the City's municipal boundaries for the purpose of allowing persons who reside outside of City limits to connect to the City's water system.
 - (2) *Conditions for extension.* Connection to the City's water system shall be conditioned upon:
 - a. Verification that water service is or could be made available at the desired location;
 - b. Verification that the water service is or could be made available to the subject property;
 - c. The subject property being located outside of a service area operated by Allegany County, another government entity, or a water company;
 - d. The applicant's execution of an agreement, binding upon the owners and all future owners of the property where water service shall be extended, consenting to its annexation into the City; and
 - e. The connecting mains meeting or exceeding the City's requirements.
 - (3) *Prohibition against outside of State connections.* City water service shall not be extended outside of the State under any circumstances.
- (Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-4. Water-only service.

- (a) *Availability and restrictions.* The City may offer a water-only utility service for residential accounts and commercial accounts with monthly usage that does not exceed fifty thousand (50,000) gallons. Such service may be used exclusively for irrigation purposes. No water from a property supplied with water-only service shall enter into the City's sanitary sewer system.
- (b) *Permitted connections.* Water-only service may be provided exclusively by means of a separate service connection or a deduct meter.
- (c) *Applications.* Written applications for water-only service shall be submitted to the City Administrator. They shall include an explanation of the need for the service and shall state whether a separate service connection or deduct meter is proposed and the proposed location for the same. Such an application may not be granted unless the Director of Public Works, after consulting with Water Department personnel, determines that such service is unlikely to result in the flow of water into the sanitary sewer system. ~~The City Council reserves the right to reject any application submitted by an applicant who has had a delinquent utility account within the three-year period preceding the date of the submission of the application.~~
- (d) *Billing.* The City will bill for water-service only accounts on a regular basis. Those bills will include volumetric charges for the water consumed and any applicable water surcharges or City or State water consumption-related charges and fees. No other charges shall be included nor shall any other services be provided unless there is no full-service utility account for that location.

- (e) *Connection fees.* A customer whose application for a water-only service has been approved shall pay for a new remotely read meter (including any other required materials) in accordance with the Schedule of Municipal Fees set forth in the annual budget ordinance. In addition, the customer shall pay a one-time set up charge of \$250.00. If the lot where water-only service is being set up is not served with water by means of a full-service account, the customer shall also pay all costs required for the establishment of new service as provided for in the Schedule of Municipal Fees set forth in the annual budget ordinance.
- (f) *Termination of service for violations.*
- (1) *Water entry into sanitary sewer.* If water from a property with water-only service enters the sanitary sewer, said service will be terminated immediately and will not be restored until such time as the customer installs, constructs and/or implements measures that will rectify the matter.
 - (2) *Unauthorized use.* The use of water-only service for purposes other than irrigation shall result in the termination of that service for a period of forty-five (45) days for a first offense and permanently for a second offense. Such use shall constitute tampering under section 6-8 and shall also be subject to the penalties provided for therein.

(Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-5. Meter requirement; meter purchase, installation and maintenance.

- (a) *Responsibility for installation, repair and maintenance.*
- (1) *City responsibilities.* The City shall be responsible for the installation, repair and maintenance of a water tap and the service line extending from its main to and including the curb stop, i.e., the curb valve.
 - (2) *Prohibited work.* No persons other than City Water Department personnel shall perform any such work unless the City Engineer grants them written permission to do so. Property owners shall not be permitted to perform any work within the City's right-of-way.
- (b) *Water meters required; purchase; installation and maintenance.*
- (1) *Generally.* Except as set forth in subsection (2) hereinafter, the following provisions shall apply:
 - a. Each structure on a lot of record being supplied with City water, including the individual units in duplexes, townhomes and similar style residential structures, which are on separate lots of record, must have a separate meter. The City will not allow for, supply or maintain more than one (1) meter per lot of record. The City Council may grant exceptions to this rule in special and unique circumstances. Existing lots of record with more than one (1) meter as of the date of the enactment of this paragraph shall be allowed to continue until January 1, ~~2030~~ 2040, at which time they must ~~be in compliance.~~ comply with the terms of this paragraph.
 - b. Property owners shall pay the fee for meters and meter installation set forth in the Schedule of Municipal Fees set forth in the annual budget before a meter is installed.
 - c. All such meters must be purchased from the City. The City reserves the right to terminate water service for properties that are not in compliance with this requirement.
 - d. Meters shall remain under the control of and be accessible to the City at all times. Water service to a property may be terminated if the owner does not allow City personnel to ~~read and inspect meters~~ access the meter.
 - e. The water meter shall be properly functioning and capable of being read before water service is restored to a property where it has been shut off.

- f. The City will make all repairs which are necessary to ensure that the meters compliant with these provisions are in good operating condition. The City shall bear the costs of repairs and the replacement of these meters, as it deems to be necessary, except in instances of tampering, abuse, misuse and neglect, in which event the property owner shall bear those costs. Neglect includes, but is not limited to, an owner's failure to prevent the meter from freezing.
- (2) *Exceptions.* The following exceptions to the general provisions of subsection (1) shall be narrowly construed and shall only apply to the extent they ~~are in~~ conflict with subsection (1). The terms of subsection (1) which ~~do are~~ not ~~in~~ conflict with the terms of this subsection shall remain in effect.
 - a. *New construction—Meters installed by plumber.* State-licensed plumbers may install water meters for new construction. Such meters must be supplied by and purchased from the City. Once installed, the meters shall be inspected and approved by the Water Department before water service is provided.
 - b. *Installation/repairs for water companies and large commercial customers.* Water companies and large commercial customers shall be responsible for and bear the costs of the purchase, installation, repair, replacement and relocation of their water meters, meter housings and accessories. The foregoing must be approved by the ~~City Engineer- Director of Public Works~~ prior to installation and, once installed, they shall be inspected and approved by the Water Department before water service is provided.
- (c) *Repair of private/service lines; leaks.*
 - (1) *Prohibitions.*
 - a. *Private property and water lines.* Except for meter inspection, repair and replacement, the City shall not provide any services or repairs on private property. The City ~~shall customarily will~~ not install, perform maintenance on or repair private water lines, including, but not limited to the lines running from curb stops to meters on private property. ~~There are no exceptions to these prohibitions.~~
 - b. *Service lines.* Property owners shall be responsible for the installation, repair and maintenance of service lines extending from the curb stop into their properties. City personnel are specifically prohibited from performing any of this work.
 - (2) *Leaks.*
 - a. Upon a call for assistance relative to a leak in a service line from the curb stop into a property, the City may shut off water service at the curb stop. Water service shall be restored upon the completion of repairs.
 - b. If water service is shut off due to a leak inside of a structure, it will not be restored until a shut off valve is installed between the curb stop and the meter, inside the structure. The City shall not bear the cost or install the shut-off valve.

(Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-6. Meter reading.

- (a) *Frequency.* ~~At the discretion of the Director of Finance, t~~The City shall read each water meter ~~either quarterly or monthly on a schedule as approved by the Mayor and Council. Commercial, industrial, and multifamily accounts that on average exceed fifty thousand (50,000) gallons per month over the previous four (4) quarters shall be billed on a monthly cycle.~~

- (b) *Remote/on-location readings.* Where possible, the City shall install meters that allow for remote off-property readings.
- (c) *Estimated readings.* When the City is unable to obtain a reading, an estimated reading shall be calculated for the billing cycle based on an average of the four (4) most recent readings that reflect typical usage.
- (d) *Property owner-provided readings.* Property owners or tenants may provide the City with meter readings either by telephone, fax, email, or in writing on the City's form. Such readings shall be provided sufficiently in advance of the billing date such that they can be included in the bill for the applicable billing cycle. Failure to provide such readings in a timely manner may result in billing on an estimated reading. Private-owner readings shall be permitted no more than ~~three (3)~~ six (6) consecutive billing cycles.
- (e) *Meter access.* In the event a meter cannot be read remotely, the property owner shall grant the City access to the meter ~~at least one (1) time each year.~~ Failure to allow the Water Department to access the meter obtain a reading within a three hundred sixty-five day period one hundred eighty (180) days of written notice shall result in a penalty on the utility bill in the amount of \$200.00. Water service may also be terminated until access to the meter is provided.

(Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-7. Leak adjustment policy.

Commencing July 1, 2020, leak adjustments may be granted once every ~~ten (10)~~ four (4) years. Applications for leak adjustments shall be submitted to the Director of Finance utilizing City approved forms. In order to be eligible for relief the property owner must submit the at application starting the leak adjustment process within forty five (45) days of the date of the billing no later than five (5) days prior to the bill due date for the monthly billing period for which the relief is sought. The application will require that the owner submit documentation showing that: (i) there was a leak, (ii) the leak has been repaired, and (iii) the leak was not caused by the gross negligence of the owner, including, but not limited to, allowing the pipes or water meter to freeze. Examples of evidence that a leak was repaired may include a plumber or handyman invoice, proof of parts purchased, before and after photos, or other written explanations. The leak adjustment application must be completed with all relevant documentation within thirty (30) days of the due date of the bill for which relief is sought for the adjustment to be approved. The Director of Finance or the City Administrator may approve leak adjustment applications.

The leak adjustment shall be calculated in the following manner:

1. Determine the average water consumption of the most recent twelve (12) months that reflect normal usage ~~(remove outliers high or low consumption).~~ If a property owner has owned the property for less than twelve (12) months, annual consumption for this calculation will be the greater of thirty-eight thousand (38,000) gallons or actual metered consumption during the period of specific property ownership.
2. Determine the estimated leak volume by subtracting the average ~~amount~~ water consumption from the total water usage consumption of the current billing period.
3. Multiply the estimate leak volume by fifty percent (50%).
4. Add the reduced estimated leak (step 3) to the average consumption (step 1) to determine the leak-adjusted amount of water.

Standard water rates would apply to the leak-adjusted consumption. For multi-tenant commercial properties or multi-family units, the ~~Mayor and City Council~~ City Administrator may grant one (1) additional leak adjustments within a ~~ten~~ four-year period preceding the date of an application for relief, provided the leak did not occur in a separately-metered unit owned or occupied by a person or persons who were given relief during the ~~ten~~ four-year

period preceding the application for a leak adjustment. A leak adjustment shall only apply to the bill for one (1) billing cycle. The leak adjustment applies to the water and sewer charges for that particular billing cycle.

(Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-8. Tampering.

Any person who: (i) tampers with or turns on a City-owned curb stop which has been shut off; (ii) alters, obstructs or interferes with the readings of a water meter; (iii) defaces, injures or destroys any water meter, curb stop, or any part of a water meter or curb stop; or (iv) use of water from water-only service for purposes other than irrigation shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. It shall be rebuttably presumed that the water customer committed the infraction in the event water is ~~consumed~~ metered following the date water service is terminated. Additionally, the City may terminate water service at the subject location and condition resumption of service upon payment of double the volumetric charges for the billing periods following the date the tampering occurred as well as the costs of repairing or replacing the curb stop and/or water meter. The volumetric charges shall be determined by averaging the consumption of the three (3) readings in which there was normal consumption prior to the reading for the period when the tampering occurred. ~~As stated in the City Code, the~~ City Water Department shall refer all incidences of tampering to the Frostburg Police Department for investigation and, if appropriate, the institution of criminal charges.

(Ord. No. 2020-02, § 3, 5-21-2020)

Sec. 6-9. Delinquent utility accounts; interest after bill due date.

- (a) *Discontinuance of water service.* All delinquent utility accounts are subject to the discontinuation of water service. A shutoff fee is added to the delinquent account balance upon notification to the Water Department of the accounts which are subject to termination of water service. If an account is determined to be a delinquent utility account, the City shall notify the owner at the account mailing address set forth in the on-line assessment records of the State Department of Assessment and Taxation or the address provided by the owner, and it shall notify the "occupant" of the property if the owner's mailing address differs from the property address, by certified mail and regular first class mail, that water service shall be discontinued on a date no sooner than ten (10) days after the date said notice is provided, unless the balance due on the delinquent utility account is paid before the water is shut off. A notification fee in the amount specified in the Schedule of Municipal Fees set forth in the annual budget ordinance shall be added to the utility bills of all customers who are mailed shut off notices. The payment of this fee shall be required in order to restore water service.
- (b) *Appeals to Commissioner.* Any customer with a delinquent utility account who, after receiving the shutoff notice described in the preceding paragraph, disputes the amount owed or claims that special circumstances exist which prevent or otherwise affect full payment of the balance due shall notify the Finance Department Commissioner in writing, stating all the details regarding the dispute or claim. The Commissioner Director of Finance or their designee may authorize payment of the delinquent amount through a payment plan deemed to be appropriate under the circumstances present. The submission of the dispute of claim in a timely manner, i.e., before water service is discontinued, shall operate to delay the discontinuation of water service until such time as the Commissioner Director of Finance or their designee makes a decision on the dispute or claim. Failure to comply with a payment plan shall result in the discontinuation of water service without further notice being provided.
- (c) *Interest on unpaid balances after due date.* If a utility account billing is not paid by twenty-five days after the bill its due date, interest thereon shall accrue commencing at that time. The interest percentage shall be set

in the Schedule of Municipal Fees in the annual budget ordinance. Accrued and unpaid interest shall be added to the balance due on the utility bill.

- (d) *Reinstitution of water service.* Water service that has been ~~discontinued-terminated~~ may not be reinstated until the entire outstanding balance of the account is paid or, upon the ~~Commissioner's~~ approval of a payment plan by the Director of Finance or their designee for the payment of that balance. ~~Additionally, any customer seeking to have water service restored shall pay a reconnection fee in the amount set forth in the Schedule of Municipal Fees in the annual budget ordinance.~~
- (e) *Lien on property.* The balance due on an unpaid utility account shall constitute a lien against the real property and improvements thereon where the services were provided. Notice of the lien may be recorded among the records of the Circuit Court for Allegany County, Maryland. The lien will continue until such time as the balance due is paid. This remedy will be in addition to the right of the City to initiate appropriate civil proceedings for the collection of any and all such accrued charges in a court of competent jurisdiction.

(Ord. No. 2020-02, § 3, 5-21-2020)

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Sec. 6-13. Frostburg dwelling equivalent and surcharges.

- (a) A Frostburg dwelling equivalent ("FDE"), is an equivalent dwelling unit determined by the City for the purpose of determining "surcharges", based on the volume of water consumed for water and sewer service.
- (b) An FDE represents thirty-eight thousand (38,000) gallons per year (or an average of one hundred four (104) gallons per day)
- (c) FDE's are determined as follows:
 - (1) Single-family residential structure: One (1) FDE.
 - (2) Multifamily residential structure: One (1) FDE per unit or one (1) FDE per thirty-eight thousand (38,000) gallons for the prior ~~four (4) quarters year~~, whichever is higher.
 - (3) Commercial: One (1) ~~FDE~~ per thirty ~~right eight~~ thousand (38,000) gallons for the prior ~~four (4) quarters year~~.
 - (4) Mixed-use: Minimum of one (1) FDE per use type, calculated in accordance with subsections b. and c. above.
 - (5) Rounding up: FDE's shall be rounded up if the calculation of FDE's yields a decimal greater than .50 for a commercial, multi-family residence, or mixed use property, e.g., if a commercial structure uses thirty eight thousand and one (38,001) gallons during the preceding four (4) quarters, it shall be deemed to be two (2) FDE's.

(Ord. No. 2020-02, § 3, 5-21-2020)

Secs. 6-14—6-29. Reserved.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS ARTICLE 6 OF THE CITY CODE, TITLED ‘STORAGE OF SOLID WASTE’ FOR THE PURPOSE OF ESTABLISHING EXCEPTIONS TO THE REQUIREMENTS OF THAT SECTION.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND that Section 5-8 of the Frostburg City Code be and is hereby repealed and reenacted with amendments, to read as follows [NOTE: a text-edited version of Section 5-8 is attached hereto]:

Sec. 5-8. Storage of solid waste.

- (a) *Prohibited storage of solid waste.* No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this article for collection. All solid waste being stored between City collections shall be placed in leak-proof containers as set forth in section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or, when stored on the side, must be screened. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premises in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a municipal infraction and subject to the penalties provided within the Code.
- (b) *Exceptions.* The following conditions are exempt from the requirements of subsection (a) of this section:
- (i) Compost piles less than four (4) feet in height and six (6) feet in diameter at ground level, and thirty (30) feet or more from any dwelling, and four feet or more from adjoining properties.
 - (ii) Storm debris within thirty (30) days following a storm event.
 - (iii) Construction residue and debris during and for fourteen (14) days following completion of work.
 - (iv) Fallen leaves, tree needles, tree fruit and similar vegetation.

- (v) The accumulation and temporary storage in containers designated for such purposes, of “recyclable” materials pursuant to a program of recycling adopted by the City; provided, however, that such containers must not be publicly visible or they must be made available to the City’s garbage or recycling contractor within thirty (30 days after having been filled to fifty percent (50%) or more of their capacity.
- (vi) Uncultivated, uncut, or untended weeds, grass, bushes, or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, or planned open space areas.

SECTION 2: BE IT FURTHER ORDAINED, that this ordinance shall take effect on the date of its passage.

THE MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
Todd Logsdon, Mayor

ATTEST

Elizabeth Stahlman, City Administrator

Introduced:
Public Hearing:
Adopted:
Effective:

Sec. 5-8. Storage of solid waste.

(a) Prohibited storage of solid waste. No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this article for collection. All solid waste being stored between City collections shall be placed in leak-proof containers as set forth in section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or, when stored on the side, must be screened. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premises in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a municipal infraction and subject to the penalties provided within the Code.

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(b) Exceptions. The following conditions are exempt from the requirements of subsection (a) of this section:

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- (i) Compost piles less than four (4) feet in height and six (6) feet in diameter at ground level, and thirty (30) feet or more from any dwelling, and four (4) feet or more from adjoining properties.
- (ii) Storm debris within thirty (30) days following a storm event.
- (iii) Construction residue and debris during and for fourteen (14) days following completion of work.
- (iv) Fallen leaves, tree needles, tree fruit and similar vegetation.
- (v) The accumulation and temporary storage in containers designated for such purposes, of "recyclable" materials pursuant to a program of recycling adopted by the City; provided, however, that such containers must not be publicly visible or they must be made available to the City's garbage or recycling contractor within 30 days after having been filled to fifty percent (50%) percent or more of their capacity.
- (vi) Uncultivated, uncut, or untended weeds, grass, bushes, or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, or planned open space areas.

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CARL BELT
 INCORPORATED
 CONTRACTING .. ENGINEERING

OFFICE AND YARD
 11521 MILNOR AVENUE BOWLING GREEN

POST OFFICE BOX 1210
 CUMBERLAND, MARYLAND 21501-1210

TO
 City of Frostburg
 37 Broadway
 Frostburg, Maryland 21532

DATE
 August 27, 2024
 Invoice No. 41177
 Page 1 of 2

TERMS-NET CASH.

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE Mechanic Street Parking Lot - Undercut and Fill
 Belt Job No. 4385

Work completed through July 31, 2024

LABOR

06/17/24

Operator	8.0 Hrs. @	\$ 83.26	\$ 666.08
Laborer	8.0 Hrs. @	\$ 62.72	501.76
Layout Engineer	8.0 Hrs. @	\$ 87.09	696.72
Truck Driver	24.0 Hrs. @	\$ 67.75	1,626.00

06/18/24

Operator	8.0 Hrs. @	\$ 83.26	666.08
Laborer	8.0 Hrs. @	\$ 62.72	501.76
Layout Engineer	8.0 Hrs. @	\$ 87.09	696.72
Truck Driver	16.0 Hrs. @	\$ 67.75	1,084.00

06/19/24

Operator	16.0 Hrs. @	\$ 83.26	1,332.16
Laborer	8.0 Hrs. @	\$ 62.72	501.76
Layout Engineer	8.0 Hrs. @	\$ 87.09	696.72
Truck Driver	24.5 Hrs. @	\$ 67.75	1,659.88

06/20/24

Operator	16.0 Hrs. @	\$ 83.26	1,332.16
Laborer	8.0 Hrs. @	\$ 62.72	501.76
Layout Engineer	8.0 Hrs. @	\$ 87.09	696.72
Truck Driver	24.0 Hrs. @	\$ 67.75	<u>1,626.00</u>

TOTAL LABOR \$ 14,786.28

EQUIPMENT

06/17/24

PC 240 T.H.	8.0 Hrs. @	\$ 100.00	800.00
550 John Deere Dozer	4.0 Hrs. @	\$ 85.00	340.00
IR SD 122 Roller	4.0 Hrs. @	\$ 90.00	360.00

INVOICE

Section 3, Item D.

CARL BELT
INCORPORATED

August 27, 2024
Invoice No. 41177
Page 2 of 2

Tri-Axle Dump - 3	24.0 Hrs. @	\$ 70.00	1,680.00
Pick-Up & Small Tools	4.0 Hrs. @	\$ 25.00	100.00
06/18/24			
PC 240 T.H.	8.0 Hrs. @	\$ 100.00	800.00
550 John Deere Dozer	4.0 Hrs. @	\$ 85.00	340.00
IR SD 122 Roller	4.0 Hrs. @	\$ 90.00	360.00
Tri-Axle Dump - 2	16.0 Hrs. @	\$ 70.00	1,120.00
Pick-Up & Small Tools	4.0 Hrs. @	\$ 25.00	100.00
06/19/24			
PC 240 T.H.	4.0 Hrs. @	\$ 100.00	400.00
550 John Deere Dozer	8.0 Hrs. @	\$ 85.00	680.00
IR SD 122 Roller	8.0 Hrs. @	\$ 90.00	720.00
Tri-Axle Dump - 3	24.5 Hrs. @	\$ 70.00	1,715.00
Pick-Up & Small Tools	4.0 Hrs. @	\$ 25.00	100.00
06/20/24			
PC 240 Track Hoe	4.0 Hrs. @	\$ 100.00	400.00
550 John Deere Dozer	8.0 Hrs. @	\$ 85.00	680.00
IR SD 122 Roller	4.0 Hrs. @	\$ 90.00	360.00
Tri-Axle Dump - 3	24.0 Hrs. @	\$ 70.00	1,680.00
Pick-Up & Small Tools	4.0 Hrs. @	\$ 25.00	100.00
Subtotal			12,835.00
MD Sales Tax - 6%			770.10
TOTAL EQUIPMENT			13,605.10
<u>MATERIALS</u>			
Allegany Aggregates			
Invoice #732345			5,385.27
Subtotal			5,385.27
Overhead & Profit 15%			807.79
TOTAL MATERIALS			6,193.06
TOTAL AMOUNT DUE THIS INVOICE			\$ 34,584.44

CENTRAL DISPATCH:
(301) 777-1777

ALLEGANY AGGREGATES, INC.

FED ID#: 52-1641964

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400
www.AlleganyAggregates.com

INVOICE

BILL TO: CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

INVOICE DATE: 06/23/2024
INVOICE NUMBER: 732345
CUSTOMER #: CARBEL
TAX ID NUMBER: 31012918
PO#/REQUISITION#: 4385
JOB CODE: 4385PU

JOB LOCATION: MECHANIC ST PARKING LOT

PLANT / ZONE: BR - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
6/21	00416861	[0001] CR-6	18.65	13.50	0.000	251.78	0.00	0.00	15.11	266.89
		Product Total:	18.65			251.78	0.00	0.00	15.11	266.89
6/20	00416722	[0010] #2 LIMESTONE	17.78	18.25	0.000	324.49	0.00	0.00	19.47	343.96
6/20	00416729	[0010] #2 LIMESTONE	17.34	18.25	0.000	316.46	0.00	0.00	18.99	335.45
		Product Total:	35.12			640.95	0.00	0.00	38.46	679.41
6/20	00416708	[0013] #57 LIMESTONE	19.45	18.25	0.000	354.96	0.00	0.00	21.30	376.26
		Product Total:	19.45			354.96	0.00	0.00	21.30	376.26
6/17	00416446	[0103] -3" SELECT FILL	20.08	4.50	0.000	90.36	0.00	0.00	5.42	95.78
6/17	00416447	[0103] -3" SELECT FILL	18.88	4.50	0.000	84.96	0.00	0.00	5.10	90.06
6/17	00416454	[0103] -3" SELECT FILL	19.01	4.50	0.000	85.55	0.00	0.00	5.13	90.68
6/17	00416462	[0103] -3" SELECT FILL	18.83	4.50	0.000	84.74	0.00	0.00	5.08	89.82
6/17	00416465	[0103] -3" SELECT FILL	17.16	4.50	0.000	77.22	0.00	0.00	4.63	81.85
6/17	00416472	[0103] -3" SELECT FILL	18.47	4.50	0.000	83.12	0.00	0.00	4.99	88.11
6/18	00416483	[0103] -3" SELECT FILL	18.45	4.50	0.000	83.03	0.00	0.00	4.98	88.01
6/18	00416487	[0103] -3" SELECT FILL	20.09	4.50	0.000	90.41	0.00	0.00	5.42	95.83
6/18	00416493	[0103] -3" SELECT FILL	18.28	4.50	0.000	82.26	0.00	0.00	4.94	87.20
6/18	00416507	[0103] -3" SELECT FILL	18.57	4.50	0.000	83.57	0.00	0.00	5.01	88.58
6/18	00416517	[0103] -3" SELECT FILL	17.27	4.50	0.000	77.72	0.00	0.00	4.66	82.38
6/18	00416529	[0103] -3" SELECT FILL	18.24	4.50	0.000	82.08	0.00	0.00	4.92	87.00
6/18	00416533	[0103] -3" SELECT FILL	17.38	4.50	0.000	78.21	0.00	0.00	4.69	82.90
6/19	00416560	[0103] -3" SELECT FILL	18.42	4.50	0.000	82.89	0.00	0.00	4.97	87.86
6/19	00416562	[0103] -3" SELECT FILL	19.81	4.50	0.000	89.15	0.00	0.00	5.35	94.50
6/19	00416578	[0103] -3" SELECT FILL	19.58	4.50	0.000	88.11	0.00	0.00	5.29	93.40
6/19	00416589	[0103] -3" SELECT FILL	19.66	4.50	0.000	88.47	0.00	0.00	5.31	93.78
6/19	00416591	[0103] -3" SELECT FILL	19.65	4.50	0.000	88.43	0.00	0.00	5.31	93.74
6/19	00416602	[0103] -3" SELECT FILL	17.59	4.50	0.000	79.16	0.00	0.00	4.75	83.91
6/19	00416608	[0103] -3" SELECT FILL	20.00	4.50	0.000	90.00	0.00	0.00	5.40	95.40
6/19	00416616	[0103] -3" SELECT FILL	19.37	4.50	0.000	87.17	0.00	0.00	5.23	92.40
6/19	00416618	[0103] -3" SELECT FILL	18.89	4.50	0.000	85.01	0.00	0.00	5.10	90.11
6/19	00416621	[0103] -3" SELECT FILL	20.41	4.50	0.000	91.85	0.00	0.00	5.51	97.36
6/19	00416631	[0103] -3" SELECT FILL	17.94	4.50	0.000	80.73	0.00	0.00	4.84	85.57
6/19	00416632	[0103] -3" SELECT FILL	19.84	4.50	0.000	89.28	0.00	0.00	5.36	94.64

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

CENTRAL DISPATCH:
(301) 777,1777

ALLEGANY AGGREGATES, INC.

FED ID#: 52-1641964

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400
www.AlleganyAggregates.com

INVOICE

BILL TO: CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

INVOICE DATE: 06/23/2024
INVOICE NUMBER: 732345
CUSTOMER #: CARBEL
TAX ID NUMBER: 31012918
PO#/REQUISITION#: 4385
JOB CODE: 4385PU

JOB LOCATION: MECHANIC ST PARKING LOT

PLANT / ZONE: BR - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
6/19	00416633	[0103] -3" SELECT FILL	20.00	4.50	0.000	90.00	0.00	0.00	5.40	95.40
6/19	00416637	[0103] -3" SELECT FILL	18.50	4.50	0.000	83.25	0.00	0.00	5.00	88.25
6/19	00416647	[0103] -3" SELECT FILL	18.76	4.50	0.000	84.42	0.00	0.00	5.07	89.49
6/19	00416648	[0103] -3" SELECT FILL	19.67	4.50	0.000	88.52	0.00	0.00	5.31	93.83
6/19	00416649	[0103] -3" SELECT FILL	19.95	4.50	0.000	89.78	0.00	0.00	5.39	95.17
6/19	00416656	[0103] -3" SELECT FILL	19.70	4.50	0.000	88.65	0.00	0.00	5.32	93.97
6/20	00416687	[0103] -3" SELECT FILL	18.65	4.50	0.000	83.93	0.00	0.00	5.04	88.97
6/20	00416688	[0103] -3" SELECT FILL	18.89	4.50	0.000	85.01	0.00	0.00	5.10	90.11
6/20	00416689	[0103] -3" SELECT FILL	20.17	4.50	0.000	90.77	0.00	0.00	5.45	96.22
6/20	00416705	[0103] -3" SELECT FILL	18.75	4.50	0.000	84.38	0.00	0.00	5.06	89.44
6/20	00416706	[0103] -3" SELECT FILL	19.01	4.50	0.000	85.55	0.00	0.00	5.13	90.68
6/20	00416746	[0103] -3" SELECT FILL	17.74	4.50	0.000	79.83	0.00	0.00	4.79	84.62
6/20	00416750	[0103] -3" SELECT FILL	18.07	4.50	0.000	81.32	0.00	0.00	4.88	86.20
6/20	00416761	[0103] -3" SELECT FILL	17.63	4.50	0.000	79.34	0.00	0.00	4.76	84.10
6/20	00416767	[0103] -3" SELECT FILL	19.33	4.50	0.000	86.99	0.00	0.00	5.22	92.21
6/20	00416773	[0103] -3" SELECT FILL	19.50	4.50	0.000	87.75	0.00	0.00	5.27	93.02
6/20	00416780	[0103] -3" SELECT FILL	18.15	4.50	0.000	81.68	0.00	0.00	4.90	86.58
6/20	00416787	[0103] -3" SELECT FILL	19.13	4.50	0.000	86.09	0.00	0.00	5.17	91.26
6/20	00416791	[0103] -3" SELECT FILL	18.47	4.50	0.000	83.12	0.00	0.00	4.99	88.11
6/21	00416820	[0103] -3" SELECT FILL	19.75	4.50	0.000	88.88	0.00	0.00	5.33	94.21
Product Total:			851.69			3,832.74	0.00	0.00	229.97	4,062.71
APPROVALS/REVISIONS										
Clerical Accuracy Check _____										
Compared to PO _____										
Project Manager Approval _____										
			Invoice Total:	924.91		5,080.43	0.00	0.00	304.84	5,385.27

INVOICE NUMBER: 732345

VENDOR *ALX* GL# *402* RECEIVED

TAXABLE AMOUNT: 5,080.43

NON-TAXABLE AMOUNT: 0.00

SALES TAX: 304.84

TOTAL AMOUNT DUE: 5,385.27

JUSTIFIED

L3385 JUN 24 2024 0222YOU

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK
 PAYMENT TERMS: ~~NET 30~~
 IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.
 DUE DATE



City of Frostburg
CENTENNIAL STREET PAVING 2024
BID TAB

September 5, 2024 @ 11am

COMPANY	BID	COMMENTS
Belt Paving, Inc.	\$ 710,350.00	
Amori-Seal, LLC	\$ 105,1403.09	



City of Frostburg
BUREAU OF MINES – STORAGE GARAGE FOUNDATION
BID TAB
September 4, 2024 @ 11am

COMPANY	BID	COMMENTS
Winner D Contracting, LLC	\$103,201.56	
Carl Belt, Inc.	\$210,500.00	Add Att \$6,800.00

AGREEMENT FOR LEASE A
AND EASEMENT OF PORTION OF MUD LOT

THIS AGREEMENT FOR LEASE AND EASEMENT OF PORTION OF MUD LOT (the "Lease"), is made and executed by and between **State of Maryland for the Use of the University System of Maryland through its Constituent Institution Frostburg State University**, an instrumentality of the State of Maryland ("**Landlord**"), and **THE CITY OF FROSTBURG** a Maryland municipal corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord desires to lease to the Tenant, and Tenant desires to lease from the Landlord, certain unimproved real property located at the Northeast corner of a parking lot located at the intersection of State Street and Lower Consol Road, Frostburg, Maryland, as well as a non-exclusive use of a portion of the parking lot for ingress and egress, in common with others, the same being hereinafter referred to as "Premises" or "Leased Premises", the metes and bounds description of said Premises being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Tenant intends to use the Premises to allow the Maryland Department of the Environment ("MDE"), through its Land and Materials Administration, Mining Program, Abandoned Mine Land Division ("AML D"), to construct a 30' x 50' prefabricated metal storage building on the Premises (the "AML D shed").

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, Landlord hereby leases to Tenant, and Tenant leases from the Landlord, the Premises on the following terms and conditions:

1. **TERM**. The term of this Lease shall commence on the date signed by the last to sign by the Tenant and the Landlord ("Commencement Date") and terminate on July 31, 2033, subject to early termination by Landlord as set forth in Paragraphs 5 and 19 below (the "Term").

2. **CONDITION OF PREMISES**. Subject to the terms of this Lease, Landlord and Tenant have agreed that Tenant is to occupy the Premises in an "AS IS" condition on the Commencement Date. In this regard, Tenant acknowledges that the Premises are suitable

for its intended use thereof, and Landlord is not responsible for undertaking or performing any work on the Premises to subdivide, improve, renovate, adapt or modify it for Tenant's or MDE's use.

3. MINIMUM RENT. The rent for the Term shall be one dollar (\$1.00).

4. ADDITIONAL RENT. In addition to the foregoing Minimum Rent, all other payments to be made by Tenant to Landlord and any taxes, charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease shall be deemed to be and shall become additional rent ("Additional Rent"), whether or not referred to as such hereafter.

5. PERMITTED USE AND OCCUPANCY. Tenant warrants and represents to Landlord that the Leased Premises shall be used and occupied only for use by MDE for the AMLD Shed. Any change in the stated usage and purposes shall be subject to the prior written approval of Landlord not to be unreasonably withheld. If Landlord, in its reasonable exercise of its approval right to the change in the use and purpose from the AMLD Shed, shall not approve of the changed use requested by Tenant, then this Lease shall terminate thirty (30) days after Landlord's written notice to Tenant to terminate. Tenant shall occupy the Leased Premises, conduct its business, and control Tenant's Representatives, including MDE, in a lawful and reputable way and as not to create any nuisance. Tenant shall not commit, or allow to be committed, any waste on the Leased Premises. Tenant may not use the Leased Premises, or allow to be used, for the use, storage, or distribution of hazardous or environmentally offensive substances, for underground storage, or for any unlawful purposes.

6. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.

(a) Tenant shall comply, and shall cause MDE to comply, with all applicable laws, ordinances, orders, rules and regulations of state, federal and municipal governments, and any or other government agencies or bodies relating to the use, condition and occupancy of and business conducted on the Leased Premises.

(b) Tenant shall not permit the Leased Premises to be used in any way, including by MDE, which would be hazardous or which would in any way increase the cost of or render void any insurance on the improvements, and Tenant shall immediately, on demand, cease any use which violates the foregoing or to which Landlord's insurer or any governmental or regulatory authority objects.

7. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned or sublet except upon the written consent of Landlord. Landlord may refuse to consent to the assignment or subletting for any reason or no reason at all. Notwithstanding the foregoing, Tenant may assign or sublet this Lease to MDE upon the written consent of Landlord, said consent not to be unreasonably withheld.

8. INSOLVENCY. In the event that at the time of the commencement of the Term of this Lease, or at any time thereafter until the termination thereof, a petition in bankruptcy shall be filed by or against Tenant, or Tenant shall be adjudicated a bankrupt or insolvent, or a receiver or trustee shall be appointed for or of a portion of Tenant's property, or Tenant shall make an assignment for the benefit of creditors, or Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or if Tenant's property shall be levied upon or attached under process against Tenant, then in any of said events, this Lease, at the option of Landlord may be cancelled and terminated upon providing Tenant with written notice. Tenant shall have thirty (30) days after Landlord sends the written notice to remedy any insolvency proceeding. If the insolvency proceeding is not cured within thirty (30) days of Landlord's written notice, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the Premises, but Tenant or any such person or persons shall forthwith quit and surrender possession thereof.

9. MAINTENANCE.

(a) Tenant shall maintain all parts of the Leased Premises and their appurtenances in good, clean and sanitary condition, at its own expense. Tenant shall promptly make all necessary repairs and replacements to the Leased Premises, including, but not limited to, electric light lamps or tubes, windows, glass and plate glass, interior and exterior doors, any special office entry, interior and exterior walls and finish work,

floors and floor coverings, roof and downspouts and gutters, heating, ventilation and air conditioning systems, and plumbing work and fixtures. Replacement and repair parts, materials and equipment shall be of quality equivalent to those installed within the Leased Premises, and repair and maintenance work shall be done in a good and workmanlike manner and in accordance with existing laws, rules, regulations and ordinances. Tenant shall be responsible for the maintenance and repair of all the parking areas and grounds that are part of the Premises, including snow plowing and salting the parking lot on the Premises for the Term.

(b) If Landlord shall give Tenant written notice of defects or need for repairs for which Tenant is responsible under this Lease, and if Tenant shall fail to make same within thirty (30) days of Landlord's written notification or such shorter time as reasonable if expedited repair is needed to avoid injury or damage, Landlord shall have the option to cure said defect or repair, and Tenant shall pay to Landlord all costs and expenses incurred on demand, which costs and expenses shall constitute Additional Rent.

10. ALTERATIONS. Tenant may improve the Leased Premises to construct the AMLD Shed; provided, however, that the design and construction of the AMLD Shed is subject to and conditioned upon the prior written approval of Landlord; provided further, however, that Tenant shall have no right to make any alterations, modifications, or improvements to the easement portion of the Premises; and provided finally, however, that upon the termination or expiration of the Lease, Landlord shall have the right, in its sole discretion, to require Tenant at Tenant's sole cost and expense to return the Leased Premises to the condition it was in prior to the execution of this Lease. In this regard, Tenant will hold harmless and indemnify Landlord from any damage, claim or expense relating to the completion of any improvements made during the Term.

If Landlord does not elect to require Tenant to restore any portion of or all of the Leased Premises, any alterations, additions, or improvements by Tenant and all fixtures installed by Tenant shall immediately become the property of Landlord and remain upon the Premises at the end of the Term.

11. ACCESS TO PREMISES. Landlord shall have the right to enter the Leased Premises for the following reasons: to respond to emergencies as quickly as possible, to determine Tenant's use of the Leased Premises, or to determine if any event of default under this Lease has occurred. Landlord shall attempt to give twenty-four (24) hours verbal notice to Tenant prior to such entry, except in cases of emergency or when an event of default has occurred in which cases Landlord may enter the Leased Premises at any time and without prior notice.

12. UTILITIES. Tenant shall pay the cost of all utility services including, but not limited to, initial connection charges and deposits and all charges for gas, water, trash disposal, sewer, telephone or other telecommunications, and electricity used on the Leased Premises.

Landlord shall not be liable to Tenant for damages because of any interruptions in utility services not within the control of Landlord, and Tenant shall not be entitled to claim a constructive eviction due to such interruption, but Landlord shall assist Tenant with reasonable diligence to restore such service to the extent it is within Landlord's control to do so.

13. TAXES.

(a) Tenant shall be liable for all taxes levied against personal property, trade fixtures, and tenant improvements placed by Tenant in or on the Premises, if any, during the Term. If any such taxes based on the personal property or trade fixtures placed by Tenant in the Premises are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

(b) Tenant shall pay all real estate taxes (including, but not limited to, annual and special taxes) assessed against the Premises, if any, during the Term. Landlord shall provide tenant with copies of all real estate tax bills upon Landlord's receipt of the same.

14. INSURANCE.

(a) Tenant, at its sole cost and expense, shall procure and maintain throughout the term of this Lease a policy or policies of insurance insuring Landlord and Tenant against all claims for property damages, personal injury or death of others occurring on or in connection with: (i) the Leased Premises; (ii) the condition of the Leased Premises; and (iii) Tenant's operations in and maintenance and use of the Leased Premises. The limits of such policy or policies shall be not less than five million dollars (\$5,000,000.00) combined single limit coverage per occurrence for injury to persons (including death) and/or property damage or destruction, including loss of use.

(b) Tenant, at its sole cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance insuring the Leased Premises against one hundred percent (100%) of full replacement cost for loss or damage by fire, explosion, and other customary hazards.

(c) Tenant, at its sole cost and expense, shall procure insurance covering all personal property of Tenant in the Leased Premises (including, but not limited to, any furniture, machinery, goods, or supplies) or which Landlord may have in the Leased Premises.

(d) Landlord shall maintain no less than statutory minimum worker's compensation insurance on all persons it employs to work in the Premises.

(e) From time-to-time, upon the request of Landlord, Tenant shall provide certificate(s) of insurance naming Landlord as an additional insured and providing that the insurer(s) shall provide Landlord with no less than fifteen (15) days' advance notice of the cancellation or nonrenewal of any policy or policies of insurance providing the coverage referenced above.

15. HOLD HARMLESS.

(a) Landlord shall not be liable to Tenant or any other person for any injury to person or damage to property on or about the Leased Premises caused by Tenant, Tenant's employees, agents, invitees, licensees or visitors, including MBE. Tenant agrees to indemnify and hold Landlord harmless from any and all loss, attorney's fees, expenses, or claims arising out of any such damage, loss or injury.

(b) Tenant shall not be liable to Landlord, Landlord's employees, agents, invitees, licensees or visitors for any injury to person or damage to property on or about the Leased Premises caused by the gross negligence or misconduct of Landlord, its agents, employees, agents, invitees, licensees or visitors.

16. **SIGNS.** No sign, door plaques, advertisement, or notice shall be displayed, painted or affixed by Tenant on any part of the Premises without the prior written consent of Landlord, not to be unreasonably withheld. The color, size, character, style, material, placement and location and method of attachment to the Premises shall be subject to Landlord's approval, and to any applicable governmental laws, ordinances, regulations, project specifications, and other requirements. Tenant shall remove all such signs at the termination of this Lease.

17. **RULES AND REGULATIONS.** There are no rules and regulations imposed by Landlord that affect the Premises and which Tenant is subject to other than those set forth in the terms of this Lease.

18. **DEFAULT.** Each of the following shall be events of default by Tenant under this Lease:

(a) Tenant's failure to comply with any material term, provision or covenant of this Lease, and the failure is not cured within thirty (30) days after written notice thereof to Tenant;

(b) Tenant's filing of a petition or adjudication as a debtor or bankrupt insolvent under the Bankruptcy Code or any similar law or statute of the United States or any state; or appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or Tenant's transfer in fraud of creditors or assignment for the benefit of creditors of all or substantially all of Tenant's assets; or

(c) Tenant doing or permitting to be done any act which results in a lien being filed against the Leased Premises and the same is not removed within sixty (90) days after Landlord's notice thereof to Tenant.

19. **REMEDIES.**

19.1. Landlord's Remedies. Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand:

(a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Leased Premises, and expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises. Landlord shall not be liable for prosecution or any claim for damages as a result of such actions.

(b) Without terminating this Lease, Landlord may enter upon the Leased Premises (without being liable for prosecution or any claim for damages therefor) and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any reasonable losses, costs and expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, which costs and expenses shall constitute Additional Rent. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subsection, whether caused by the negligence of Landlord or otherwise.

(c) Landlord may pursue such other and further remedies as are allowed for under the terms of this Lease.

(d) Landlord may pursue any remedy provided at law or in equity.

19.2. Tenant's Remedies. Except in the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and/or representatives, Tenant's remedies in the event of a default by Landlord shall be specific performance of the terms of this Lease. In the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives, Tenant may pursue any remedy provided at law or in equity.

20. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised herein and that Tenant, upon payment of the required rent

and performance of the covenants and agreements contained in this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the Term. Notwithstanding the foregoing, however, the easement portion of the Premises are not exclusive to Tenant and may be used by Landlord at its sole discretion and by the general public.

21. SURRENDER OF PREMISES.

(a) At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises in broom clean condition and good order and repair and otherwise in the same condition as the Premises was upon the commencement of this Lease.

(b) If Landlord elects to require that alterations, additions, improvements, changes, affixations of chattels, or other work made or performed by Tenant to the Premises be removed at the termination of this Lease, Tenant hereby agrees to cause the same to be removed at its sole cost and expense in accordance with the terms of Section 11 of this Lease.

(c) Tenant shall surrender to Landlord all keys for the Premises and shall notify Landlord in writing of all combinations of locks, safes, and vaults, if any, in the Premises.

(d) At the expiration or earlier termination of this Lease, Tenant shall immediately remove all property which it owns and is permitted to remove from the Premises under the provisions of this Lease, and, failing to do so, Landlord at its option may cause that property to be removed at the risk and expense of Tenant (both as to loss and damage), and Tenant hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere, the cost of any repairs to the Premises caused by the removal of the property and the costs of disposing of the property as garbage.

(e) Tenant's obligation to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Lease.

22. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, surrender immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease and if the parties do not otherwise agree, Tenant shall be deemed to be

occupying the Premises from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice. Further, all of the terms and provisions of this Lease shall be applicable during the hold over period, except that Tenant shall pay Landlord from time to time upon demand, as Minimum Rent for the period of any hold over, two thousand five hundred dollars (\$2,500.00) per month. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly agreed by the parties. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

23. ATTORNEYS' FEES. Intentionally deleted.

24. GOVERNING LAWS. This Lease shall be construed under the laws of the State of Maryland. The parties acknowledge that this Lease had been drafted, negotiated, made, delivered and consummated in the State of Maryland. All litigation arising under the terms of this Lease shall be filed and prosecuted exclusively in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland. Tenant and Landlord hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other.

25. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Landlord's interest in the Leased Premises cease to exist for any reason during the term of the Lease, then notwithstanding the happening of such event at the election of Landlord's successor herein, this Lease shall nevertheless remain unimpaired and in full force and effect and Tenant hereunder agrees to attorn to the then owner of the Leased Premises.

26. ENTIRE AGREEMENT. This Lease is the entire agreement of the parties and there are and were no verbal representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Lease not incorporated herein. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by both Landlord and Tenant.

27. MISCELLANEOUS.

(a) Words of any gender used in this Lease shall be held and construed to include any other gender; and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(b) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization and power of such party to enter into this Lease and the empowerment and authority of the individual signing below to bind his or her principal.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease or any provision hereof, or in any way affect the interpretation of this Lease.

(d) If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby; and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable there be added as a part of this Lease a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(e) All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

(f) In the event that Tenant shall fail to perform any duty or obligation hereunder, whether maintenance, repair or replacement of the Leased Premises, maintenance of insurance, or otherwise, then Landlord may, but shall in no event be obligated to, subject to at least thirty (30) days' prior written notice, take such actions as Landlord deems necessary or appropriate to remedy such Tenant failure, and any sums expended by Landlord shall be deemed Additional Rent hereunder due and payable by Tenant on demand.

(h) Tenant shall not record this Lease (i.e. a memorandum or short-form thereof) without the prior written

consent of Landlord. Landlord may record a memorandum or short-form thereof should it choose to do so. In the event a party has the filing rights herein, the other party shall join in the signing of the document to be recorded. All costs of recordation, transfer taxes and/or recordation taxes for recording the Lease, memorandum or short form shall be paid by the party desiring to record the same.

(i) Time is of the essence in the performance of all the covenants, conditions, and agreements contained in this Lease.

(j) Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of termination of this Lease, whether at the end of the term hereof or otherwise, shall survive such termination as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

(k) This Agreement may be executed in one or more counterparts, each of which counterpart shall for all purposes be deemed to be an original; but all such counterparts together shall constitute but one instrument.

(l) A facsimile or electronically signed counterpart shall be deemed to be effective as an original.

28. **NOTICES.** All requests, approvals, consents, notices and other communications given by Landlord or Tenant under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, or delivered by hand (which may be through a messenger or recognized delivery or courier service) or email and addressed as follows:

To Tenant:

The City of Frostburg
P.O.Box 440
Frostburg, MD 21532
ATTN: Elizabeth Stahlman
estahlman@frostburgcity.org

With a copy to:

Michael Scott Cohen, Esq.
213 Washington Street
Cumberland, MD 21502
michaelcohen@atlanticbbn.net

To Landlord:

Frostburg State University
ATTN: **Ronald Nowaczyk**
101 Braddock Road
Frostburg, MD 21502
rnowaczyk@frostburg.edu

with a copy to:

Frostburg State University
Office of General Counsel
101 Braddock Road
Frostburg, MD 21502

Notices may be mailed at such other places as the parties hereto may from time to time designate in a written notice to one another. Such requests, approvals, consents, notices and other communications shall be effective on the date of receipt (evidenced by a certified mail receipt if mailed by certified mail) or on the date of delivery if hand-delivered or emailed. Notices mailed by regular U.S. mail shall be deemed to be delivered three (3) days after mailing.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, under seal, as of the date and year first above written.

WITNESS/ATTEST:

THE CITY OF FROSTBURG

BY: _____ (SEAL)
 W. Robert Flanigan, Mayor

date

FROSTBURG STATE UNIVERISTY

BY: _____ (SEAL)
 Ronald Nowaczyk, President

date

Approved for form and legal sufficiency for Tenant
This ____ day of _____, 202_, by

Jeffrey C. Palkovitz
Assistant Attorney General

Exhibit A - metes and bounds description of leased premises and drawing of non-exclusive easement area

April 29, 2024

ALL that piece or parcel of land situated at the intersection of Lower Consol Road and State Street, in the City of Frostburg, Election District No. 26, Allegany County, Maryland and being more particularly described as follows [Maryland State Grid (NAD83) courses and horizontal distances used throughout] to wit:

BEGINNING for the same at a 5/8" iron pin with cap found at the southwest corner of the aforesaid intersection (Lower Consol Road / State Street), said point also being at the end of the 2nd line of a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland, thence running with the westerly margin of State Street and with part of the 3rd line of aforesaid deed (1441 / 461);

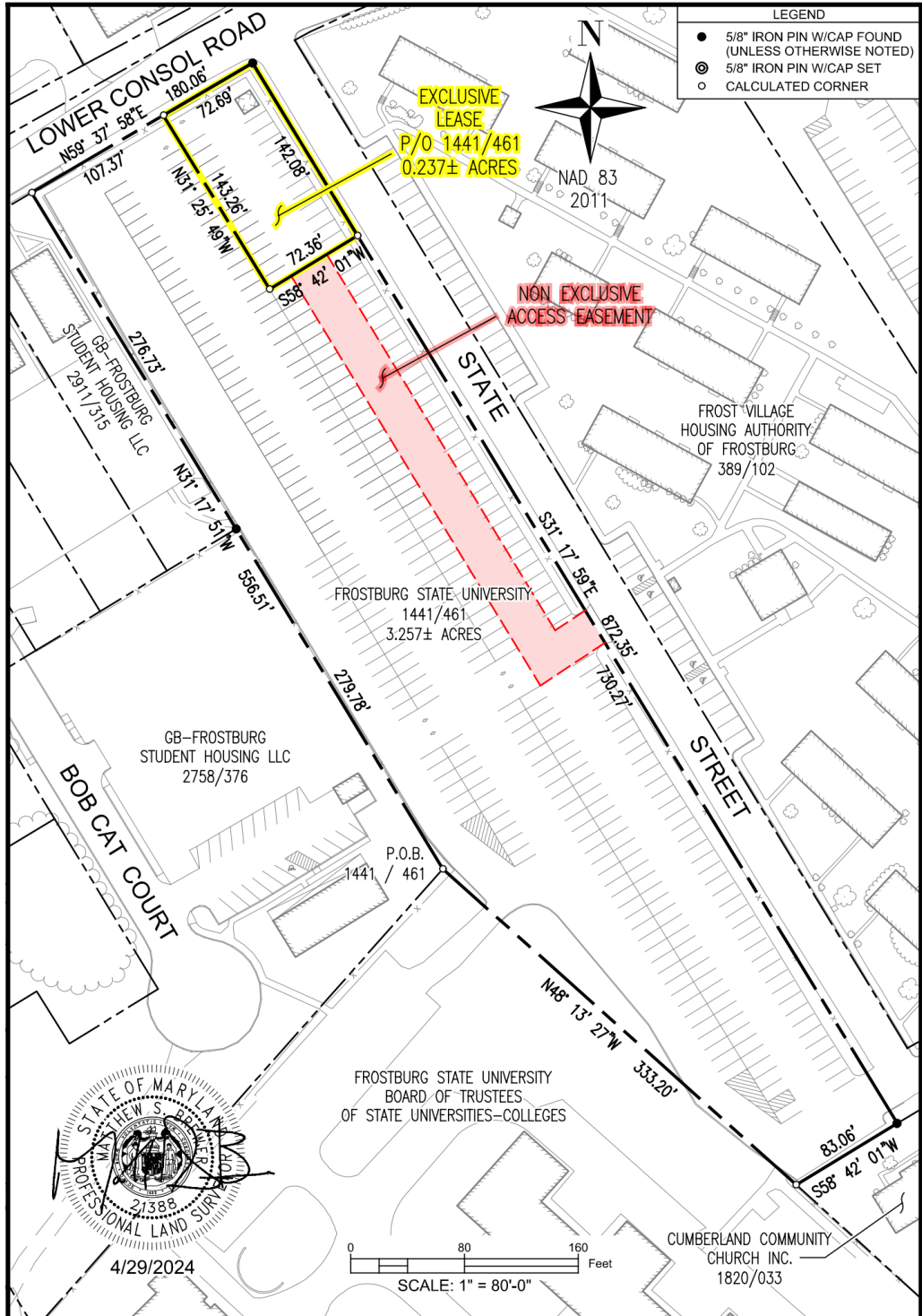
1. South 31 degrees 17 minutes 59 seconds East for a distance of 142.08 feet to a point, thence leaving the westerly margin of State Street and the 3rd line of aforesaid deed (1441 / 461) and running with new division lines thru the whole tract of which this is a part;
2. South 58 degrees 42 minutes 01 second West for a distance of 72.36 feet to a point, thence;
3. North 31 degrees 25 minutes 49 seconds West for a distance of 143.26 feet to a point along the southerly margin of Lower Consol Road and on the 2nd line of the aforesaid deed (1441 / 461), thence running with the southerly margin of Lower Consol Road and with part of the said 2nd line (1441 / 461);
4. North 59 degrees 37 minutes 58 seconds East 180.06 feet to the point of beginning, containing 0.237 acres, more or less, as shown on a plat entitled "Plan of Survey prepared for Frostburg State University", dated April 29, 2024, attached hereto and intended to be made a part hereof (the "Plat").

ALL OF THE ABOVE described parcel being part of the same property conveyed by a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland.

ALSO TO BE CONVEYED a non-exclusive access easement for the purpose of ingress, egress and regress to and from the above described exclusive lease area, over and across the existing parking lot to State Street, as shown on the Plat.

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

[Plat shown on following page.]



<p>SURVEYOR'S CERTIFICATION</p> <p>I HEREBY CERTIFY THAT I PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION .12 OF ARTICLE §15-308(b)(4) ANNOTATED CODE OF MARYLAND.</p> <p>I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, WAS MADE ON ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS OUTLINED IN §15-208-B ANNOTATED CODE OF MARYLAND.</p> <p>NOTE: THIS SURVEYOR HAS EXAMINED ONLY THE DEEDS IDENTIFIED HEREON AND AS SUCH CANNOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OUT-CONVEYANCES ET CETERA THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.</p>				<p>PLAN OF SURVEY prepared for FROSTBURG STATE UNIVERSITY LOWER CONSOL ROAD CITY OF FROSTBURG, ELECTION DISTRICT 26-000, ALLEGANY COUNTY MARYLAND</p> <p>SCALE: 1" = 80'-0" DATE: 4/29/2024</p>			
<p>bba Surveyors Engineers Planners</p>		<p>TAX MAP 201</p>	<p>PARCEL 659</p>	<p>PROJECT No. 2024010</p>			
<p>CRD FILE: 24010</p>		<p>DRAWN: BBA</p>	<p>APPROVED: MB</p>				



City of Frostburg
37 Broadway
Frostburg, MD 21532

September 10, 2024

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 Annual Cider Crawl on September 28, 2024 from 10 am - 6pm, under the conditions that all beverages are kept in plastic ware.

The Cider Crawl is an event designed to encourage locals and visitors to explore downtown businesses during the "Fall in Love with Frostburg" and "1st Annual Frostburg PumpkinFest." Business owners provide samples of cider or other fall-themed treats during the Crawl to entice shoppers and diners, and some of the businesses would like to offer beverages with alcohol content for adults. 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

info@frostburgfirst.com
www.downtownfrostburg.com

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

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

ORDINANCE 2023-##

AN ORDINANCE TO AMEND THE CITY’S ZONING ORDINANCE (APPENDIX A OF THE FROSTBURG CODE) TO ADD BODY ART STUDIOS TO THE USES PERMITTED IN THE PRIMARY DISTRICT REGULATIONS, SUBJECT TO SPECIFIED CONDITIONS.

WHEREAS, the City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a charter (“Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and Article 23-A of the Annotated Code of Maryland, as amended;

WHEREAS, Article V, Sections 501 and 502 of the Charter empowers the City to regulate matters of zoning within the City;

WHEREAS, the City of Frostburg Zoning Ordinance (the “Zoning Ordinance”) is set forth in Appendix A of the Frostburg Code;

WHEREAS, the Planning Commission is proposing that the Zoning Ordinance be amended to allow body art studios in the same zoning districts as beauty salons, barbers, etc.;

WHEREAS, the Frostburg Planning Commission reviewed the proposed text changes during its August ____, 2024 public meeting and voted to recommend to the Mayor and Council that it adopt them; and

WHEREAS, by this Ordinance, the Mayor and Council are accepting those recommendations, subject to amendments, and are amending the Zoning Ordinance as set forth below.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, that the portion of the Use Regulations Table set forth at the beginning to Part 3 of the Zoning Ordinance applicable to service uses is amended as follows.

PART 3. PRIMARY DISTRICT REGULATIONS

Use Description	Zoning Districts										
	R1*	R2*	R2-A*	R3	R4*	RO	C1	C2	C3	C4	T-LI
Service											
Animal Groomers				SE			P	P	P		

Automobile Parking Lots and Decks							SE	P	SE		
Automobile Service Stations and Repair Garages								P		P	
Banks/Financial Institutions (with drive-through service)								SE	SE	P	
Banks/Financial Institutions (without drive-through service)				SE	SE		P	P	P	P	
Beauty shop, barber shop, nail salon, tanning, spas				SE	SE		P	P	P	P	
Body Art Studios				SE	SE		P	P	P	P	
Cleaners, Laundromats, etc.				SE	SE		P	P	P		
Contractor Offices									P		P
Fitness Centers							SE	P	SE		
Kennels								p ¹			SE
Medical Laboratories								P	SE		P
Medical or Dental Services					SE	P	P	P	P		
Motels and Hotels								P	P	P	
Personal service				SE	SE		P		P		
Professional Offices					SE	P	P	P	P		
Sales, Service, Commercial Washing of Motor Vehicles								P	SE		
Truck Stops and Rest Areas										P	
Veterinary Services								P			

[NOTE: The amendments are set forth in bold highlighted text.]

SECTION 2: AND BE IT FURTHER ORDAINED, that Section 3.4.C(14)(b) of the Zoning Ordinance is amended by adding body art studios as a special exception use in the “R3” General Residential District as follows:

- C. *Special Exceptions.* Only the following principal uses and structures are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

- (14) Any of the following uses, provided that the total floor area of all structures or portions thereof devoted or intended for such uses shall not to exceed three thousand (3,000) square feet (in addition to any basement areas used solely for storage). Any new such

use shall be limited to a detached building at the corner of two (2) or more public streets. Any such use shall not be open to the public between the hours of 10:00 p.m. and 7:00 a.m.

- (a) Retail stores such as hardware, grocery, drug, variety, baked goods, antique, craft and gift, but not including sale of alcoholic beverages.
- (b) Personal service businesses such as shoe repair, beauty parlors, barbers, **body art studios**, and self-service laundries and dry cleaning stores which are pick up stations only.
- (c) Restaurants, not including drive-through service.
- (d) Banks and other financial institutions, not including drive-through service.

[NOTE – Amendments to the Zoning Ordinance are set forth in bold underlined print in this section and the remaining sections of this Ordinance.]

SECTION 3: AND BE IT FURTHER ORDAINED, that Section 3.5.C(15)(b) of the Zoning Ordinance is amended by adding body art studios as a special exception use in the “R4” Gateway Residential District as follows:

C. *Special Exceptions.* Only the following principal uses and structures are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

(15) Any of the following uses, provided that the total floor area of all structures or portions thereof devoted or intended for such uses shall not exceed three thousand (3,000) square feet of a structure. Any such use shall not be open to the public between the hours of 10:00 p.m. and 7:00 a.m.

- (a) Retail stores such as hardware, grocery, drug, variety, baked goods, antique, craft and gift, but not including the sale of alcoholic beverages.
- (b) Personal service businesses such as shoe repair, beauty parlors, barbers, **body art studios**, and self-service laundries and dry cleaning stores which are pick up stations only.
- (c) Restaurants, not including drive-through service.
- (d) Banks and other financial institutions, not including drive-through service.

SECTION 4: AND BE IT FURTHER ORDAINED, that Section 3.7.B of the Zoning Ordinance is amended by adding body art studios as a permitted use in the "C1" University Corridor/Mixed-Use District as follows:

B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C1" district:

....

(21) Body art studios.

SECTION 5: AND BE IT FURTHER ORDAINED, that Section 3.8.B and 3.8.C. of the Zoning Ordinance are amended by adding body art studios as a permitted use in the "C2" Highway Commercial District as follows:

- B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C2" district:

....

(36) Body art studios.

- C. *Special Exceptions.* The following uses are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

~~**(7) Body art studios.**~~

SECTION 6: AND BE IT FURTHER ORDAINED, that Sections 3.9.B and 3.9.C. of the Zoning Ordinance are amended by adding body art studios as a permitted use in the "C3" Town Center District as follows:

- B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C3" district:

....

(32) Body art studios.

- C. *Special Exceptions.* The following uses are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

~~**(9) Body art studios.**~~

SECTION 7: AND BE IT FURTHER ORDAINED, that Section 3.10.B of the Zoning Ordinance is amended by adding body art studios as a permitted use in the "C4" Gateway Commercial District as follows:

- B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C4" district:

....

(11) Body art studios.

SECTION 8: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect twenty (20) days from the date of its passage.

MAYOR AND CITY COUNCIL OF FROSTBURG

By: _____
Todd Logsdon, Mayor

Elizabeth Stahlman, City Administrator

Introduced: _____, 2024
1st Hearing: _____, 2024
Adopted: _____, 2024
Effective: _____, 2024