



# THE CITY OF FROSTBURG

## Mayor and Council Meeting Agenda

Tuesday, February 18, 2025 at 5:30 PM

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

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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. Pledge of Allegiance**

**3. Frostburg Blessing**

**4. Roll Call**

**5. Approval of the Agenda**

**6. Approval of the Minutes**

**A.** Minutes from the January Council Meeting.

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

**B.** Summary and Minutes from the Closed Session Meeting on February 11, 2025.

Motion and Second to Approve Closed Session Summary and Meeting Minutes.

**7. Special Presentations and Requests**

**8. Mayor and Commissioners Reports and Announcements**

**A.** Monthly Reports of the City Departments.

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

**9. Public Hearings**

**A.** Combined Sewer Overflow Monthly Public Hearing

**10. Old Business**

**11. New Business**

**A. Resolution 2025-07** Approve engagement with McGuireWoods LLP for Bond Counsel services not to exceed \$50,000.00. Elaine Jones, CPA, Director of Finance

Motion and Second to Approve Resolution 2025-07; PUBLIC COMMENT; Vote of the Mayor and City Council.

**B. Resolution 2025-08** Approve agreement with ServLine for residential leak protection insurance. Elaine Jones, CPA, Director of Finance

Motion and Second to Approve Resolution 2025-08; PUBLIC COMMENT; Vote of the Mayor and City Council.

**C. Resolution 2025-09** Authorize sole source purchase through Kauffman Metals for Frostburg Food Pantry project in the amount of \$44,402.40. Hayden Lindsey, Director of Public Works.

Motion and Second to Approve Resolution 2025-09; PUBLIC COMMENT; Vote of the Mayor and City Council.

**D. Resolution 2025-10** Approve budget amendment in the amount of \$118,384.86 for contract with Maryland Environmental Service. Hayden Lindsey, Director of Public Works.

Motion and Second to Approve Resolution 2025-10; PUBLIC COMMENT; Vote of the Mayor and City Council.

**12. Report of the Frostburg Police Department**

Chief Nicholas Costello

**A.** Monthly Report of the Police Department

**13. Open Public Comment**

**14. Adjournment**



# THE CITY OF FROSTBURG

## Mayor and Council Meeting Minutes

Tuesday, January 21, 2025 at 5:30 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. **Mayor Logsdon called meeting to order at 5:30 PM**
2. **Pledge of Allegiance**
3. **Frostburg Blessing**
4. **PRESENT**

**Mayor Todd Logsdon**

**Commissioner of Finance Donald Carter**

**Commissioner of Public Safety Kevin Grove**

**Commissioner of Water, Parks and Recreation Nina Forsythe**

5. **Motion made by Commissioner of Finance Donald Carter, Seconded by Commissioner of Public safety Kevin Grove.**

**Motion carried.**

6. **Motion made by Commissioner of Public Safety Kevin Grove, Seconded by Commissioner of Finance Donald Carter.**

**Motion Carried.**

- A. Minutes from the December 2024 Council Meeting.

Motion made by Commissioner of Public safety Kevin Grove and Seconded by Commissioner of Finance Donald Carter.

Motion carried

7. **Special Presentations and Requests-None**
8. **Mayor and Commissioners Reports and Announcements**

- A. Monthly Reports of the City Departments.

Motion made by Commissioner of Public Safety Kevin Grove and Seconded by Commissioner of Finance Donald Carter.

Motion carried

9. **Public Hearings**

- A. Combined Sewer Overflow Monthly Public Hearing

**10. Old Business**

**11. New Business**

- A. Resolution 2025-01** Authorize executive personnel to be named on City accounts. Elaine Jones, CPA, Director of Finance

Motion by Commissioner of Finance Donald Carter, Seconded by Commissioner of Water, parks and recreation Nina Forsythe.

- B. Resolution 2025-02** Approve Mid-Year Budget Amendments. Elaine Jones, CPA, Director of Finance

Motion made by Commissioner of Water, Parks and Recreation Nina Forsythe, Seconded by Commissioner of Public Safety Kevin Grove

Motion carried.

- C. Resolution 2025-03** Amend target unrestricted fund balance for the Water Surcharge Fund. Elaine Jones, CPA, Director of Finance

Motion made by Commissioner of Finance Donald Carter, Seconded by Commissioner of water, Parks and Recreation Nina Forsythe.

Motion carried.

- D. Resolution 2025-04** Award interior finishes contract to Daystar Builders, Inc. for Bureau of Mines storage garage in the amount \$41,843.00 Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2025-04; PUBLIC COMMENT; Vote of the Mayor and City Council.

**Resolution 2025-04** Award interior finishes contract to Daystar Builders, Inc. for Bureau of Mines storage garage in the amount \$41,843.00 Hayden Lindsey, Director of Public Works

Motion made by Commissioner of water, Parks and Recreation Nina Forsythe, Seconded by Commissioner of Public safety Kevin Grove.

Motion carried.

- E. Resolution 2025-05** Appoint members to the Recreation Commission. Elizabeth Stahlman, City Administrator

Motion made by Commissioner of Finance Donald Carter, Seconded by Commissioner of Public Safety Kevin Grove.

Motion carried.

- F. Resolution 2025-06** Authorize the release of restricted funds for Prichard Farms recreation amenity. Elizabeth Stahlman, City Administrator

Motion made by Commissioner of Water, Parks and Recreation Nina Forsythe, Seconded by Commissioner of Public safety Kevin Grove.

Motion carried.

**12. Report of the Frostburg Police Department**

Chief Nicholas Costello

- A. Chief Nicholas Costello read his report

**13. Mayor Logsdon reported Elizabeth Stahlman's last day 1/31/25 with a transition plan starting 2/1/25 Hayden Lindsey will be acting City Administrator and Lydia Beeman will be acting Deputy City Administrator.**

**Kelli Mears-58 Linden Street asking if acting position be compensated, Mayor Logsdon replied yes.**

**Will Brauer-113 E. Main Street lives above LG's stating parking challenges, consider solutions for accessible parking.**

**Commissoner of Public Safety Kevin Grove relays attempting to plow from curb to curb during bad weather.**

**14. Meeting adjourned by Mayor Todd Logsdon at 06:09 PM**

**MINUTES OF CLOSED SESSION HELD ON February 11, 2025**

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

Time of closed session: 5:12 pm

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

Purpose of the closed session: To discuss a proposal for the Center Street Redevelopment Project Site

**Record of the vote of each member as to closing the session:**

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

Members opposed: None Abstaining: None

**2. Statutory authority to close session:**

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

➔ **Topic #1:** § 3-305(b) ( 4 ) ➔ **Topic #2:** § 3-305(b) ( ) ➔ **Topic #3:** § 3-305(b) ( )

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

Topic description	Persons present for discussion	Action Taken/Each Recorded Vote
#1: Proposal for Center Street Redevelopment Project Site.	Commissioner Forsythe, Commissioner Grove, Commissioner Ritchey, Commissioner Carter, Mayor Logsdon. & Staff: H. Lindsey, L. Claar, E. Jones, B. Fife	Discussed the proposed project, letter of intent, and next steps.

Commissioner Ritchey moved to enter into closed session. Commissioner Forsythe seconded.

City of Frostburg  
Monthly Reports



*For the month of January 2025*  
**Reports from the Departments of:**

Community Development  
Finance  
Parks and Recreation  
Street  
Water

**CITY OF FROSTBURG**

Monthly Report: Community Development Department

For the Month of: January 2025

Submitted by: Bethany Fife, Director of Community Development; Jamie Klink, Planner; Mary Gracie, Rental Housing Program Coordinator; Jay Hovatter, Code Enforcement Officer

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**Permits**

Please see attached permit report.

**Rental Housing**

- Processed Rental Licenses, MDE Lead Certificates, and Owner's Agent Certification Forms. At this time, approximately 80% of rental properties have renewed their Rental License.
- RH Coordinator assisted property owners with general zoning inquiries.
- Working on emailing copies of rental license and receipts for 2025 to property owners.
- Spoke with several tenants due to tenant landlord issues and referred tenants to Tenant/Landlord helpline with successful help for issues for tenants. Also handled issues through emails to tenants and landlords with great success.
- Owner and Agent information was provided to the Frostburg Police Department when requested. Updated spreadsheet sent to both Police Department and Fire Department
- Mailing address updates were made for property owners who needed them.
- Updating IWORQ and Rental Housing Spreadsheet in reference to tri- yearly inspections.
- Sent several emails to owners in reference to completing owners agent form and providing a copy of their drivers license
- Newly owner-occupied properties have been updated from rental status.
- Attended monthly Landlord Tenant Meeting HRDC
- New rental properties brought into program and property owners were provided RH materials.
- Owner and Agent list was provided to citizens who requested assistance with housing in Frostburg.
- Combined effort for compliance was made with Code Enforcement with non-compliant properties.
- Confirmation of outstanding registration issues were given by RH and CE per our Finance Department's request.



- All owners were sent emails to request a copy of the most current lead licenses for their rental properties

## **Code Enforcement**

- Detailed code enforcement action reports are attached. Please note that the Phone Call/Emails in the Activity Report reflect calls and emails from complainants, property owners, and/or tenants related to code enforcement matters.

## **Boards and Commissions**

- *Historic District Commission* – The Historic District Commission did not meet in January due to a lack of applications received.
- *Planning Commission* – The Frostburg Planning Commission did not meet in January due to a lack of applications received.
- *Board of Zoning Appeals* – The Board of Zoning Appeals did not meet in January due to a lack of applications received.
- *Green Team* – The Green Team met on January 29, 2025. Topics of discussion mostly included mapping out spring programs/activities. Notable topics included planning for the next phase of Edible Arboretum development, planning for Earth Day activities, and the kickoff for this year’s Buy Nothing, Give Freely event, which is scheduled for May 17 and 18.

## **Director’s Report:**

### **Meetings, Webinars, Conferences, and Trainings Attended:**

- January 9 – Co-Chaired the Leadership Allegany Rising class’s Economic Development Day
- January 15 – FrostburgFirst Board of Directors meeting
- January 21 – City Council meeting
- January 22 – FrostburgFirst Board Development Committee meeting
- January 28 – Special Work Session
- January 29 – Green Team meeting
- January 30 – Comp Plan Check in with consultant

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### **Planning, Economic Development, & Current Projects:**

Waiting to hear from DHCD whether Strategic Demolition funds were awarded to support blight elimination and other necessary sitework on North Water Street. Award expected to be announced any day now...

The Edible Arboretum Committee is working diligently to wrap up Phase II of development before the end of the fall season. This month, staff submitted an application for Sustainable Maryland's brand new "Action Grants" program, which, if awarded, would support the third and final phase of planting/development at the Arboretum.

### **Currently Working On & On the Radar:**

- Edible Arboretum development
- Text amendments re: common code enforcement issues (solid waste and real property standards)
- Subdivision and Land Use Regulations rewrite/update
- Comprehensive Plan & Housing Element
- Glendening signage project
- Development of an address assignment policy



## Case Activity Report

01/01/2025 - 01/31/2025

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
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### Group: Door Hanger

1/10/2025	01/13/2024	4 ORMAND ST	Snow covered sidewalks	Door Hanger	Resolved
1/10/2025	01/13/2025	85 S BROADWAY	Failure to clear snow	Door Hanger	Resolved
1/10/2025	01/13/2025	47 S BROADWAY	Snow covered sidewalks	Door Hanger	Resolved
1/10/2025	01/13/2025	69 S BROADWAY	Snow covered sidewalks	Door Hanger	Resolved
1/10/2025	01/13/2025	7 W COLLEGE AVE	Snow covered sidewalks	Door Hanger	Resolved

Group Total: 5

### Group: Inspection

1/22/2025	01/23/2025	101 MAPLE ST	Furniture in front yard	Inspection	Resolved
1/21/2025	Snow Complaint	100 Braddock Street		Inspection	Monitoring
1/17/2025	01/20/2025	164 E MAIN ST	Snow covered sidewalk	Inspection	Resolved
1/15/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Inspection	Resolved
1/13/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Inspection	Resolved

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
1/10/2025	01/13/2025	28 E COLLEGE AVE	Snow covered sidewalks	Inspection	Resolved

Group Total: 6

## Group: Phone Call/Email

1/30/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Phone Call/Email	Resolved
1/29/2025	ASAP	135 SPRING ST	Hanging rain gutter	Phone Call/Email	First Warning
1/29/2025	ASAP	135 SPRING ST	Hanging rain gutter	Phone Call/Email	First Warning
1/29/2025	01/13/2025	108 S BROADWAY	Furniture in front yard. Compliance date 01/13/2025	Phone Call/Email	First Warning
1/24/2025	01/13/2025	108 S BROADWAY	Furniture in front yard. Compliance date 01/13/2025	Phone Call/Email	First Warning
1/20/2025	1/22/2025	217 MAIN ST	Snow covered sidewalks	Phone Call/Email	Resolved
1/16/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Phone Call/Email	Resolved
1/17/2025	01/23/2025	101 MAPLE ST	Furniture in front yard	Phone Call/Email	Resolved
1/13/2025	01/13/2025	108 S BROADWAY	Furniture in front yard. Compliance date 01/13/2025	Phone Call/Email	First Warning
1/10/2025	01/13/20025		Snow covered sidewalks	Phone Call/Email	Resolved

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
1/3/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Phone Call/Email	Resolved

**Group Total: 11**

**Group: Re-Inspection**

1/22/2025	01/20/2025	200 E MAIN ST	Snow covered sidewalks	Re-Inspection	Resolved
1/22/2025	01/20/2025	278 E MAIN ST	Snow covered sidewalk	Re-Inspection	Resolved
1/22/2025	01/20/2025	276 E MAIN ST	Snow covered sidewalks	Re-Inspection	Resolved
1/8/2025	12/16/2024	48 MCCULLOH ST	Dismantled in operative vehicles	Re-Inspection	Resolved

**Group Total: 4**

**Group: Verbal Warning**

1/7/2025	ASAP	135 SPRING ST	Hanging rain gutter	Verbal Warning	First Warning

**Group Total: 1**

**Group: Walk-In**

1/31/2025	ASAP	135 SPRING ST	Hanging rain gutter	Walk-In	First Warning

**Group Total: 1**

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**Total Records: 28**

**2/3/2025**



# Permit Report

01/01/2025 - 01/31/2025

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Grading	Major Grading	18601 CHERRY LANE SW	Major Grading, Prichard Farms, Phase 1-A-4	Closed

Total Records: 1

2/7/2025



## Case Detail Report

01/01/2025 - 01/31/2025

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
1/29/2025		212 LOWER CONSOL ROAD NW	dumpster overflowing with furniture on ground around it.	First Warning
1/29/2025	ASAP weather dependent	57 W MAIN ST	Loose siding on front of property	Verbal/Courtesy Warning
1/22/2025	Snow Complaint	100 Braddock Street		Monitoring
1/15/2025	1/22/2025	217 MAIN ST	Snow covered sidewalks	Resolved
1/15/2025	01/25/2025	175 MAPLE ST	Snow covered sidewalks	Resolved
1/13/2025	01/20/2025	150 E MAIN ST	Snow covered sidewalk	Resolved
1/13/2025	01/20/2025	166 E MAIN ST	Snow covered sidewalk	Resolved
1/13/2025	01/20/2025	198 E MAIN ST	Snow covered sidewalks	First Warning
1/13/2025	01/20/2025	200 E MAIN ST	Snow covered sidewalks	Resolved
1/13/2025	01/20/2025	204 E MAIN ST	Snow covered sidewalks	Resolved
1/13/2025	01/20/2025	164 E MAIN ST	Snow covered sidewalk	Resolved
1/13/2025	01/20/2025	276 E MAIN ST	Snow covered sidewalks	Resolved
1/13/2025	01/20/2025	278 E MAIN ST	Snow covered sidewalk	Resolved
1/13/2025	01/20/2025	286 E MAIN ST	Snow covered sidewalks	Resolved
1/13/2025	01/20/2025	290 E MAIN ST	Snow covered Sidewalks	Resolved
1/13/2025	01/13/2025	28 E COLLEGE AVE	Snow covered sidewalks	Resolved

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
1/13/2025	01/13/20025		Snow covered sidewalks	Resolved
1/13/2025	01/13/2025	7 W COLLEGE AVE	Snow covered sidewalks	Resolved
1/13/2025	01/13/2025	69 S BROADWAY	Snow covered sidewalks	Resolved
1/13/2025	01/13/2025	47 S BROADWAY	Snow covered sidewalks	Resolved
1/13/2025	01/13/2025	85 S BROADWAY	Failure to clear snow	Resolved
1/13/2025	01/13/2024	4 ORMAND ST	Snow covered sidewalks	Resolved
1/7/2025	ASAP	135 SPRING ST	Hanging rain gutter	First Warning
1/3/2025	01/23/2025	101 MAPLE ST	Furniture in front yard	Resolved
1/3/2025	01/13/2024	116 MAPLE ST	Furniture on front porch	Resolved
1/3/2025	01/13/2025	220 CENTER ST	Unregistered/ Disabled vehicle at rear of property.	Resolved

Total Records: 26

2/3/2025



**CITY OF FROSTBURG**  
**JANUARY 2025 BUDGET REPORT**

Section 8, Item A.

Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-000-4000	TAXES-REAL ESTATE	2,908,000	-	2,936,643.98	101.0
01-000-4001	PERSONAL PROPERTY TAXES	7,000	-	7,081.05	101.2
01-000-4002	PUBLIC UTILITY TAXES	220,000	-	221,842.35	100.8
01-000-4003	CORPORATION TAXES	95,000	12,440.40	67,248.15	70.8
01-000-4004	PRIOR YEAR TAXES	1,000	-	-	-
01-000-4005	TRAILER TAX	1,600	-	560.00	35.0
01-000-4010	INTEREST ON TAXES	50,000	1,414.36	21,449.19	42.9
01-000-4011	TAX CREDITS	(32,400)	-	(33,684.70)	104.0
01-000-4012	TAX ABATEMENTS	(3,000)	-	(2,801.94)	93.4
01-000-4013	ENTERPRISE ZONE CREDIT REIMBURS	16,200	-	-	-
01-000-4020	MARYLAND INCOME TAXES	640,000	1,715.23	266,819.78	41.7
01-000-4021	ADMISSION TAXES	24,000	-	10,097.46	42.1
01-000-4022	HOTEL MOTEL TAX	155,000	12,207.72	88,439.03	57.1
01-000-4023	HIGHWAY USE TAX	510,000	89,871.79	139,760.41	27.4
01-000-4024	COAL TAX	2,600	-	-	-
01-000-4025	HOUSING AUTHORITY	14,000	-	-	-
01-000-4027	PAYMENT IN LIEU OF TAXES	3,900	-	-	-
01-000-4031	LIQUOR LICENSES	10,000	-	9.50	0.1
01-000-4032	TRADERS LICENSES	10,000	39.28	1,790.15	17.9
01-000-4040	POLICE GRANTS	40,000	3,705.88	21,840.56	54.6
01-000-4041	PARKING METERS	1,000	-	765.42	76.5
01-000-4043	POLICE PROTECTION GRANTS	135,000	30,635.00	61,270.00	45.4
01-000-4045	FINES & FORFEITURES	15,000	405.00	2,615.00	17.4
01-000-4047	FROSTBURG STATE UNIV - MOU	10,000	-	10,000.00	100.0
01-000-4049	SCHOOL RESOURCE REIMBURSEMENT	30,000	-	15,000.00	50.0
01-000-4050	PERMITS, PLANNING, ETC	2,000	100.00	1,430.00	71.5
01-000-4051	BUILDING PERMITS	1,500	2,995.00	4,455.00	297.0
01-000-4052	RENTAL REGISTRATION	74,000	43,700.00	44,910.00	60.7
01-000-4054	CONSTRUCTION INSPECTIONS	17,750	1,510.00	17,150.00	96.6
01-000-4055	CODE ENFORCEMENT CITATIONS	750	-	250.00	33.3
01-000-4056	COMM DEV GRANT REVENUE	50,000	29,000.00	42,010.82	84.0
01-000-4060	SWIMMING POOL	60,000	-	29,596.50	49.3
01-000-4062	DAY CAMP REGISTRATIONS	18,000	-	15,835.00	88.0
01-000-4063	RECREATION ACTIVITIES	22,000	2,445.00	9,855.00	44.8
01-000-4200	OPERATING TRANSFER - WATER FUND	95,600	7,967.00	55,769.00	58.3
01-000-4201	OPERATING TRANSFER - SEWER FUND	241,750	20,146.00	141,022.00	58.3
01-000-4202	OPERATING TRANSFER - GARBAGE FUND	18,175	1,515.00	10,605.00	58.4
01-000-4250	NSF FEES	-	330.00	930.00	-
01-000-4301	RENTS	111,000	9,249.86	64,104.02	57.8
01-000-4302	HRD APPROPRIATION	10,700	-	10,761.00	100.6
01-000-4303	FRANCHISES - GAS, TV, ETC	72,000	-	18,218.96	25.3
01-000-4304	MISCELLANEOUS REVENUE	4,000	165.57	4,129.59	103.2
01-000-4306	PROJECT REIMBURSEMENT	88,000	100,627.78	171,410.96	194.8
01-000-4315	PROCEEDS FROM FUND BALANCE	173,870	-	-	-
01-000-4317	SPECIAL REVENUE	2,103,000	-	1,776,838.44	84.5
01-000-4600	INTEREST INCOME	400,000	(5,448.39)	306,472.97	76.6
<b>CORPORATE FUND Revenue Totals</b>		<b>8,427,995</b>	<b>366,737.48</b>	<b>6,562,499.65</b>	

**CITY OF FROSTBURG  
JANUARY 2025 BUDGET REPORT**

Section 8, Item A.

Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
	EXECUTIVE				
01-100-5000	SALARIES	22,200	1,850.00	12,950.00	58.3
01-100-5010	SOCIAL SECURITY	1,700	141.55	990.85	58.3
01-100-5012	WORKERS COMP	175	13.00	120.00	68.6
01-100-5050	LEGISLATIVE CONTINGENCIES	6,000	634.64	2,607.95	43.5
01-100-5104	INSURANCE - PUBLIC OFFICIALS	8,100	-	8,072.00	99.7
01-100-5110	CONTRIBUTIONS	524,750	-	524,730.00	100.0
01-100-5150	TRAINING	2,800	-	1,600.00	57.1
01-100-5160	TRAVEL	5,700	455.60	1,806.96	31.7
01-100-5185	PROFESSIONAL FEES	20,000	1,880.00	20,488.00	102.4
	<b>100 Executive</b>	<b>591,425</b>	<b>4,974.79</b>	<b>573,365.76</b>	
	ADMINISTRATIVE				
01-110-5000	SALARIES	176,000	18,679.27	99,709.67	56.7
01-110-5001	SALARIES - BONUS	15,115	-	15,115.00	100.0
01-110-5010	SOCIAL SECURITY	13,300	1,339.43	8,343.58	62.7
01-110-5011	PENSION	17,800	-	17,765.00	99.8
01-110-5012	WORKERS COMP	600	51.00	448.00	74.7
01-110-5013	INSURANCE - HEALTH	46,500	(1,186.57)	22,311.57	48.0
01-110-5014	INSURANCE - HEALTH RETIREE	43,500	1,738.21	17,537.51	40.3
01-110-5015	CONTRIBUTION - 457	2,000	186.78	1,026.88	51.3
01-110-5030	EMPLOYEE WELLNESS	7,500	175.49	5,297.75	70.6
01-110-5050	RESERVE FOR CONTINGENCIES	16,000	1,219.59	10,775.37	67.4
01-110-5100	INSURANCE - AUTO	700	-	-	-
01-110-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-110-5105	INSURANCE - PROPERTY	11,700	-	11,421.70	97.6
01-110-5106	INSURANCE - AD&D AND LIFE	4,500	293.26	2,426.68	53.9
01-110-5111	CONTRIBUTIONS - TOURISM	130,900	17,000.00	85,299.00	65.2
01-110-5150	TRAINING	1,200	-	1,096.64	91.4
01-110-5160	TRAVEL	1,800	225.12	1,637.26	91.0
01-110-5185	PROFESSIONAL FEES	1,100	-	87.88	8.0
01-110-5191	COMMUNICATIONS	8,000	1,152.23	7,328.64	91.6
01-110-5200	ADVERTISING	6,400	-	1,523.53	23.8
01-110-5205	LEGAL	42,500	3,036.25	17,491.25	41.2
01-110-5207	PENSION ADMINISTRATIVE FEE	7,350	-	3,663.80	49.9
01-110-5210	OFFICE SUPPLIES	11,000	885.61	7,971.13	72.5
01-110-5220	POSTAGE	23,000	-	10,933.16	47.5
01-110-5230	COMPUTER EXPENSE	9,000	574.00	4,869.00	54.1
01-110-5232	IT LICENSING AND FEES	33,000	-	29,902.07	90.6
01-110-5235	DIGITAL ENGAGEMENT	29,000	-	17,898.76	61.7
01-110-5391	PRINCIPAL AND INTEREST ON DEBT SERVICE	154,500	-	24,758.96	16.0
01-110-5500	BUILDING - ARMORY	12,000	424.97	8,312.46	69.3
01-110-5502	BUILDING MAINTENANCE	22,800	10,056.01	18,930.87	83.0
01-110-5550	UTILITIES - BUILDING	16,000	2,538.92	8,483.90	53.0
01-110-5700	BANK FEES	1,000	6.00	9.00	0.9
01-110-5807	CAPITAL OUTLAY	656,000	240.00	998,518.19	152.2
	<b>110 Administrative</b>	<b>1,521,940</b>	<b>58,635.57</b>	<b>1,461,006.21</b>	

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Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
	FINANCE				
01-120-5000	SALARIES	88,000	8,076.61	46,643.88	53.0
01-120-5010	SOCIAL SECURITY	6,700	591.71	3,439.98	51.3
01-120-5011	PENSION	8,900	-	8,883.00	99.8
01-120-5012	WORKERS COMP	250	18.00	167.00	66.8
01-120-5013	INSURANCE - HEALTH	32,500	1,262.00	10,558.17	32.5
01-120-5015	CONTRIBUTION - 457	625	57.54	305.81	48.9
01-120-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-120-5105	INSURANCE - PROPERTY	3,500	-	3,448.39	98.5
01-120-5150	TRAINING	1,000	-	-	-
01-120-5185	PROFESSIONAL FEES	1,000	170.00	566.00	56.6
01-120-5310	AUDITING	75,000	73,050.00	73,050.00	97.4
01-120-5311	ACTUARIAL STUDY	5,000	-	-	-
01-120-5313	TAX COLLECTION	1,300	113.11	363.58	28.0
01-120-5810	RETSA OBLIGATION	9,600	2,869.80	2,869.80	29.9
	<b>120 Finance</b>	<b>233,550</b>	<b>86,208.77</b>	<b>150,407.61</b>	
	COMMUNITY DEV				
01-130-5000	SALARIES	125,000	14,280.01	71,400.08	57.1
01-130-5010	SOCIAL SECURITY	9,500	1,044.48	5,222.40	55.0
01-130-5011	PENSION	12,650	-	12,617.00	99.7
01-130-5012	WORKERS COMP	350	25.00	232.00	66.3
01-130-5013	INSURANCE - HEALTH	23,000	1,626.72	14,562.87	63.3
01-130-5015	CONTRIBUTION - 457	1,500	80.85	430.40	28.7
01-130-5100	INSURANCE - AUTO	800	-	720.00	90.0
01-130-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-130-5105	INSURANCE - PROPERTY	4,600	-	4,597.85	100.0
01-130-5150	TRAINING	750	-	640.00	85.3
01-130-5160	TRAVEL	900	-	257.66	28.6
01-130-5185	PROFESSIONAL FEES	1,000	-	175.00	17.5
01-130-5320	ECONOMIC DEVELOPMENT	6,800	-	3,851.45	56.6
01-130-5322	PLANNING	155,000	-	10,215.00	6.6
01-130-5323	PUBLIC ART	2,000	-	-	-
01-130-5401	AUTO EXPENSE	500	39.00	133.00	26.6
01-130-5820	COMMUNITY LEGACY PROJECTS	50,000	-	23,507.00	47.0
01-130-5822	SPECIAL PROJECTS	13,300	-	702.24	5.3
	<b>130 Community Dev</b>	<b>407,825</b>	<b>17,096.06</b>	<b>149,375.95</b>	
	CODE ENFORCEMENT				
01-140-5000	SALARIES	63,000	5,893.52	30,783.45	48.9
01-140-5010	SOCIAL SECURITY	4,800	418.98	2,184.91	45.5
01-140-5011	PENSION	5,700	-	6,359.00	111.6
01-140-5012	WORKERS COMP	200	15.00	138.00	69.0
01-140-5013	INSURANCE - HEALTH	22,800	1,762.30	15,120.35	66.3
01-140-5015	CONTRIBUTION - 457	750	58.22	327.23	43.6
01-140-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-140-5105	INSURANCE - PROPERTY	2,900	-	3,448.39	118.9

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01-140-5150	TRAINING	500	69.00	213.96	42.8
01-140-5160	TRAVEL	500	-	36.50	7.3
01-140-5185	PROFESSIONAL FEES	400	-	20.00	5.0
01-140-5231	SOFTWARE AND SUBSCRIPTIONS	13,700	-	11,500.00	83.9
01-140-5330	CODE ENFORCEMENT	5,000	9.00	9.00	0.2
01-140-5331	CONSTRUCTION INSPECT	20,000	160.00	12,167.25	60.8
01-140-5332	RENTAL INSPECTION	19,500	4,250.00	15,150.00	77.7
<b>140 Code Enforcement</b>		<b>159,925</b>	<b>12,636.02</b>	<b>97,570.04</b>	
PUBLIC WORKS ADMIN					
01-150-5000	SALARIES	76,000	8,029.80	40,779.01	53.7
01-150-5010	SOCIAL SECURITY	5,800	588.90	3,013.39	52.0
01-150-5011	PENSION	7,700	-	7,671.00	99.6
01-150-5012	WORKERS COMP	1,600	116.00	1,073.00	67.1
01-150-5013	INSURANCE - HEALTH	14,000	1,113.82	9,150.91	65.4
01-150-5015	CONTRIBUTION - 457	700	80.25	425.09	60.7
01-150-5100	INSURANCE - AUTO	800	-	717.00	89.6
01-150-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-150-5105	INSURANCE - PROPERTY	2,600	-	2,298.93	88.4
01-150-5150	TRAINING	1,750	-	1,500.00	85.7
01-150-5160	TRAVEL	1,000	-	-	-
01-150-5185	PROFESSIONAL FEES	2,100	640.00	1,040.00	49.5
01-150-5193	ONE CALL CONCEPTS	2,200	43.82	563.54	25.6
01-150-5340	ENGINEERING EQUIPMENT	3,000	-	352.08	11.7
01-150-5341	MAPPING SUPPLIES	8,000	718.00	5,718.00	71.5
01-150-5342	PUBLIC WORKS	7,400	78.24	833.45	11.3
01-150-5400	GAS, OIL, GREASE	3,000	241.31	1,210.22	40.3
01-150-5420	FLEET LEASE	11,000	842.93	5,900.51	53.6
<b>150 Public Works Admin</b>		<b>148,825</b>	<b>12,493.07</b>	<b>82,358.13</b>	
PUBLIC SAFETY					
01-160-5000	SALARIES	1,062,000	128,643.61	591,770.46	55.7
01-160-5002	SALARIES - POLICE GRANTS	40,000	2,613.22	15,705.15	39.3
01-160-5003	COURT TIME	13,000	1,362.50	8,221.25	63.2
01-160-5010	SOCIAL SECURITY	85,000	9,761.59	45,207.87	53.2
01-160-5011	PENSION	190,000	-	187,419.00	98.6
01-160-5012	WORKERS COMP	72,000	5,218.00	48,267.00	67.0
01-160-5013	INSURANCE - HEALTH	257,000	15,862.36	138,666.64	54.0
01-160-5015	CONTRIBUTION - 457	7,500	670.49	3,756.35	50.1
01-160-5100	INSURANCE - AUTO	7,800	-	7,304.00	93.6
01-160-5102	INSURANCE - GEN LIAB	1,200	-	1,041.00	86.8
01-160-5103	INSURANCE - POLICE PROFESSIONAL	16,700	-	10,596.00	63.5
01-160-5105	INSURANCE - PROPERTY	6,000	-	5,136.05	85.6
01-160-5150	TRAINING	25,500	1,159.31	13,870.23	54.4
01-160-5170	UNIFORMS	15,000	1,992.42	6,121.40	40.8
01-160-5180	SAFETY EQUIPMENT	1,200	90.00	540.00	45.0
01-160-5181	LAW ENFORCEMENT EQUIPMENT	18,500	-	11,027.03	59.6

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01-160-5191	COMMUNICATIONS	30,500	2,238.02	20,075.80	65.8
01-160-5206	C3I CLERICAL SUPPORT	6,000	-	-	-
01-160-5210	OFFICE SUPPLIES	5,000	849.16	2,693.36	53.9
01-160-5230	COMPUTER EXPENSE	8,500	1,235.00	5,442.10	64.0
01-160-5350	FSU MOU	10,000	-	10,000.00	100.0
01-160-5380	POLICE REFORM	23,000	-	-	-
01-160-5390	MISCELLANEOUS EXPENSE	4,000	186.48	3,799.46	95.0
01-160-5400	GAS, OIL, GREASE	33,000	2,186.03	10,392.45	31.5
01-160-5401	AUTO EXPENSE	18,000	252.45	7,518.72	41.8
01-160-5420	FLEET LEASE	61,000	3,864.60	29,053.73	47.6
01-160-5502	JAIL AND OFFICE MAINTENANCE	4,000	230.57	2,362.55	59.1
01-160-5550	UTILITIES - PUBLIC SAFETY	10,000	1,692.61	5,599.48	56.0
01-160-5851	FIRE DEPT APPROPRIATION	255,670	63,917.50	191,752.50	75.0
	<b>160 Public Safety</b>	<b>2,287,070</b>	<b>244,025.92</b>	<b>1,383,339.58</b>	
	PUBLIC WORKS - STREET				
01-170-5000	SALARIES	296,000	47,847.75	183,789.89	62.1
01-170-5010	SOCIAL SECURITY	22,600	3,533.54	13,425.96	59.4
01-170-5011	PENSION	30,000	-	29,878.00	99.6
01-170-5012	WORKERS COMP	20,000	1,449.00	13,405.00	67.0
01-170-5013	INSURANCE - HEALTH	80,000	5,413.32	45,170.09	56.5
01-170-5015	CONTRIBUTION - 457	1,500	140.16	745.12	49.7
01-170-5018	UNEMPLOYMENT	200	-	-	-
01-170-5100	INSURANCE - AUTO	9,800	-	9,267.00	94.6
01-170-5102	INSURANCE - GEN LIAB	975	-	846.20	86.8
01-170-5105	INSURANCE - PROPERTY	9,000	-	8,093.05	89.9
01-170-5150	TRAINING	5,000	-	100.00	2.0
01-170-5170	UNIFORMS	8,000	332.20	2,563.29	32.0
01-170-5180	SAFETY EQUIPMENT	7,200	90.00	4,379.55	60.8
01-170-5191	COMMUNICATIONS	15,000	856.48	2,058.75	13.7
01-170-5210	OFFICE SUPPLIES	1,500	-	509.20	34.0
01-170-5400	GAS, OIL, GREASE	30,000	3,914.02	13,027.34	43.4
01-170-5420	FLEET LEASE	29,000	3,372.51	23,607.57	81.4
01-170-5550	UTILITIES - BUILDING	6,000	1,348.95	3,220.63	53.7
01-170-5711	SALT & ABRASIVES	250,000	87,833.02	157,858.18	63.1
01-170-5712	SIGN MAINTENANCE	15,000	175.00	8,594.72	57.3
01-170-5713	STREET EQUIPMENT MAINTENANCE	90,000	15,538.54	54,735.04	60.8
01-170-5714	STREET LIGHTING	100,000	13,184.77	47,332.23	47.3
01-170-5715	STREET MAINTENANCE REPAIRS	100,000	3,153.50	25,475.37	25.5
01-170-5716	STREET SHOP EQUIPMENT	50,000	3,696.23	46,192.11	92.4
01-170-5717	STREET LIGHTING REPAIRS	48,500	485.00	7,706.13	15.9
01-170-5800	CAPITAL OUTLAY	420,150	108,566.68	530,936.73	126.4
01-170-5861	STREET PAVING	223,500	-	223,126.03	99.8
01-170-5865	PARKING LOT MAINTENANCE	13,000	4,982.59	8,010.94	61.6
	<b>170 Public Works - Street</b>	<b>1,881,925</b>	<b>305,913.26</b>	<b>1,464,054.12</b>	

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	RECREATION				
01-180-5000	SALARIES	284,000	33,390.69	162,545.96	57.2
01-180-5010	SOCIAL SECURITY	21,700	2,457.18	11,948.80	55.1
01-180-5011	PENSION	28,800	-	28,667.00	99.5
01-180-5012	WORKERS COMP	18,200	1,319.00	12,201.00	67.0
01-180-5013	INSURANCE - HEALTH	65,000	4,604.43	38,005.32	58.5
01-180-5015	CONTRIBUTION - 457	1,750	114.45	609.12	34.8
01-180-5100	INSURANCE - AUTO	2,900	-	2,305.00	79.5
01-180-5102	INSURANCE - GEN LIAB	550	-	449.00	81.6
01-180-5105	INSURANCE - PROPERTY	15,885	53.00	15,217.13	95.8
01-180-5150	TRAINING	300	-	-	-
01-180-5160	TRAVEL	750	-	-	-
01-180-5170	UNIFORMS	4,800	311.05	2,438.28	50.8
01-180-5180	SAFETY EQUIPMENT	500	-	-	-
01-180-5400	GAS, OIL, GREASE	9,000	558.96	4,358.62	48.4
01-180-5420	FLEET LEASE	23,000	1,863.65	13,045.55	56.7
01-180-5503	ARMORY EXPENSE - GYM	16,000	1,348.97	3,567.18	22.3
01-180-5504	COMMUNITY CENTER	17,500	949.65	15,396.61	88.0
01-180-5510	CITY PLACE	29,500	6,320.64	11,919.94	40.4
01-180-5550	UTILITIES	9,000	208.89	1,688.75	18.8
01-180-5720	BEAUTIFY THE BURG EXPENSE	2,000	-	-	-
01-180-5721	REC EQUIPMENT MAINTENANCE	12,400	7,153.34	10,849.10	87.5
01-180-5722	REC LEAGUE APPROPRIATIONS	5,000	5,000.00	5,000.00	100.0
01-180-5723	REC PARK MAINTENANCE EXPENSE	63,000	1,782.38	40,557.68	64.4
01-180-5724	STREET TREE MAINTENANCE	7,500	-	6,358.00	84.8
01-180-5725	TRAILHEAD MAINTENANCE EXPENSE	2,000	-	97.00	4.9
01-180-5726	RECREATIONAL PROGRAMS	13,000	376.75	8,446.88	65.0
01-180-5800	CAPITAL OUTLAY	384,800	-	245,803.55	63.9
	<b>180 Recreation</b>	<b>1,038,835</b>	<b>67,813.03</b>	<b>641,475.47</b>	
	RECREATION-POOL				
01-181-5000	SALARIES	72,000	-	43,737.88	60.8
01-181-5010	SOCIAL SECURITY	5,500	-	3,346.01	60.8
01-181-5012	WORKERS COMP	4,600	334.00	3,088.00	67.1
01-181-5018	UNEMPLOYMENT	200	-	-	-
01-181-5507	POOL OPERATING	35,000	1,025.49	26,538.00	75.8
	<b>181 Recreation-Pool</b>	<b>117,300</b>	<b>1,359.49</b>	<b>76,709.89</b>	
	RECREATION - DAY CAMP				
01-182-5000	SALARIES	24,000	-	14,723.45	61.4
01-182-5010	SOCIAL SECURITY	1,850	-	1,126.41	60.9
01-182-5012	WORKERS COMP	1,500	109.00	1,008.00	67.2
01-182-5018	UNEMPLOYMENT	200	-	-	-
01-182-5507	DAY CAMP OPERATIONS	800	-	159.42	19.9
	<b>182 Recreation - Day Camp</b>	<b>28,350</b>	<b>109.00</b>	<b>17,017.28</b>	

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	RECREATION - SEASONAL				
01-183-5000	SALARIES	9,500	-	-	-
01-183-5010	SOCIAL SECURITY	725	-	-	-
01-183-5012	WORKERS COMP	600	43.00	399.00	66.5
01-183-5108	UNEMPLOYMENT	200	-	-	-
	<b>183 Recreation - Seasonal</b>	<b>11,025</b>	<b>43.00</b>	<b>399.00</b>	
	<b>CORPORATE FUND Expenditure Totals</b>	<b>8,427,995</b>	<b>811,307.98</b>	<b>6,097,079.04</b>	
02-000-4000	WATER SERVICE REVENUE	1,716,000	137,543.30	957,482.27	55.8
02-000-4001	INTEREST EARNED - WATER	1,500	186.47	1,032.36	68.8
02-000-4317	SPECIAL REVENUE	85,500	-	79,334.96	92.8
02-000-4401	SALE OF BULK WATER	-	-	458.25	-
02-000-4402	SALE OF METERS	5,000	-	4,150.00	83.0
02-000-4403	TAPPING FEES	5,600	-	5,600.00	100.0
02-000-4404	SUNDRY SALES	10,000	70.00	8,165.76	81.7
02-000-4408	SUNDRY SALES - CASH BASIS	-	550.00	562.50	-
02-000-4409	FUND BALANCE	75,400	-	-	-
02-000-4600	INTEREST INCOME	15,000	15,837.05	25,500.03	170.0
	<b>WATER FUND Revenue Totals</b>	<b>1,914,000</b>	<b>154,186.82</b>	<b>1,082,286.13</b>	
	WATER - ADMIN				
02-190-5000	SALARIES	72,000	8,246.41	41,232.09	57.3
02-190-5010	SOCIAL SECURITY	5,400	597.75	3,009.48	55.7
02-190-5011	PENSION	7,300	-	7,268.00	99.6
02-190-5012	WORKERS COMP	225	16.00	149.00	66.2
02-190-5013	INSURANCE - HEALTH	18,000	1,333.23	11,890.02	66.1
02-190-5015	CONTRIBUTION - 457	850	82.41	438.01	51.5
02-190-5313	COLLECTION EXPENSE	1,000	113.11	363.58	36.4
02-190-5370	FMHA BOND	850	-	832.00	97.9
02-190-5600	CORPORATE OVERHEAD	95,600	7,967.00	55,769.00	58.3
	<b>190 Water - Admin</b>	<b>201,225</b>	<b>18,355.91</b>	<b>120,951.18</b>	
	WATER - FILTRATION				
02-192-5102	INSURANCE - GEN LIAB	1,300	-	1,121.00	86.2
02-192-5105	INSURANCE - PROPERTY	18,500	-	18,426.56	99.6
02-192-5106	INSURANCE - BOILER & MACHINERY	6,000	-	5,757.41	96.0
02-192-5521	PUMPING SYSTEM EXPENSE	95,000	15,833.26	54,910.76	57.8
02-192-5522	PURIFICATION PLANT MAINTENANCE	50,000	-	3,659.97	7.3
02-192-5710	FILTRATION CONTRACT PAYMENT	654,000	40,233.22	339,846.41	52.0
	<b>192 Water - Filtration</b>	<b>824,800</b>	<b>56,066.48</b>	<b>423,722.11</b>	
	WATER - SUPPLY				
02-194-5000	SALARIES	34,000	3,960.00	19,800.00	58.2
02-194-5010	SOCIAL SECURITY	2,500	302.94	1,514.70	60.6
02-194-5011	PENSION	3,500	-	3,432.00	98.1
02-194-5012	WORKERS COMP	2,300	167.00	1,544.00	67.1
02-194-5015	CONTRIBUTION - 457	100	-	-	-

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02-194-5506	HYDRO FACILITY EXPENSE	5,000	-	-	-
02-194-5550	UTILITIES / WATER SUPPLY	5,000	558.47	2,437.41	48.8
02-194-5730	WATER SUPPLY EXPENSE	50,000	518.81	7,282.95	14.6
<b>194 Water - Supply</b>		<b>102,400</b>	<b>5,507.22</b>	<b>36,011.06</b>	
WATER - DISTRIBUTION					
02-196-5000	SALARIES	275,000	30,609.80	147,729.80	53.7
02-196-5010	SOCIAL SECURITY	21,000	2,251.29	10,849.54	51.7
02-196-5011	PENSION	27,800	-	27,758.00	99.9
02-196-5012	WORKERS COMP	17,600	1,275.00	11,796.00	67.0
02-196-5013	INSURANCE - HEALTH	82,000	4,762.05	40,108.84	48.9
02-196-5015	CONTRIBUTION - 457	1,000	48.60	258.40	25.8
02-196-5100	INSURANCE - AUTO	4,000	-	3,861.00	96.5
02-196-5102	INSURANCE - GEN LIAB	1,300	-	1,121.00	86.2
02-196-5105	INSURANCE - PROPERTY	4,700	-	4,606.64	98.0
02-196-5150	TRAINING	3,500	-	2,700.00	77.1
02-196-5170	UNIFORMS	4,000	344.09	2,431.48	60.8
02-196-5180	SAFETY EQUIPMENT	6,575	90.00	540.00	8.2
02-196-5191	COMMUNICATIONS	13,000	1,475.65	7,027.89	54.1
02-196-5210	OFFICE SUPPLIES	1,000	26.65	476.90	47.7
02-196-5390	MISCELLANEOUS EXPENSE	1,000	120.83	120.83	12.1
02-196-5400	GAS, OIL, GREASE	17,000	472.13	9,661.67	56.8
02-196-5420	FLEET LEASE	33,000	2,606.94	18,248.58	55.3
02-196-5505	CRESTVIEW PUMPING STATION EXPENSE	12,500	159.93	2,711.49	21.7
02-196-5550	UTILITIES - WATER DISTRIBUTION	5,000	878.34	2,279.77	45.6
02-196-5700	DISTRIBUTION EXPENSE	61,800	3,834.15	42,190.80	68.3
02-196-5701	DISTRIBUTION PIPE EXPENSE	11,000	-	-	-
02-196-5702	EQUIPMENT MAINTENANCE	8,000	-	-	-
02-196-5703	FIRE HYDRANTS EXPENSE	8,000	-	-	-
02-196-5704	TRANSMISSION MAINS EXPENSE	95,800	2,626.94	96,459.71	100.7
02-196-5740	METERS EXPENSE	70,000	-	35,492.68	50.7
<b>196 Water - Distribution</b>		<b>785,575</b>	<b>51,582.39</b>	<b>468,431.02</b>	
<b>WATER FUND Expenditure Totals</b>		<b>1,914,000</b>	<b>131,512.00</b>	<b>1,049,115.37</b>	
03-000-4000	SEWER CHARGES	1,817,000	142,116.70	954,714.93	52.5
03-000-4001	INTEREST EARNED - SEWER	1,800	334.28	1,854.60	103.0
03-000-4315	PROCEEDS FROM FUND BALANCE	239,825	-	-	-
03-000-4317	SPECIAL REVENUE	8,000	-	7,950.00	99.4
03-000-4404	SUNDRY SALES	1,500	527.69	1,151.96	76.8
03-000-4501	BAY RESTORATION FUND REVENUE	-	14,839.20	91,774.08	-
03-000-4503	SEWER TAP FEES	3,500	-	5,500.00	157.1
03-000-4600	INTEREST INCOME	25,000	20,960.52	33,982.06	135.9
<b>Sewer Operations Total</b>		<b>2,096,625</b>	<b>178,778.39</b>	<b>1,096,927.63</b>	
03-220-4317	SPECIAL REVENUE	606,500	-	44,390.12	7.3
03-220-4520	CSO SURCHARGE REVENUE	401,000	33,299.24	206,505.85	51.5



**CITY OF FROSTBURG  
JANUARY 2025 BUDGET REPORT**

Section 8, Item A.

Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
03-220-4521	INTEREST EARNED - CSO SURCHARGE	500	208.36	877.92	175.6
03-220-4530	PROJECT REIMBURSEMENTS	572,500	42,165.00	404,264.00	70.6
	<b>CSO Total</b>	<b>1,580,500</b>	<b>75,672.60</b>	<b>656,037.89</b>	
	<b>SEWER FUND Revenue Totals</b>	<b>3,677,125</b>	<b>254,450.99</b>	<b>1,752,965.52</b>	
	SEWER - ADMIN				
03-210-5000	SALARIES	72,000	8,246.41	41,232.09	57.3
03-210-5010	SOCIAL SECURITY	5,400	597.75	3,009.48	55.7
03-210-5011	PENSION	7,300	-	7,268.00	99.6
03-210-5012	WORKERS COMP	225	16.00	149.00	66.2
03-210-5013	INSURANCE - HEALTH	18,000	1,333.27	11,890.30	66.1
03-210-5015	CONTRIBUTION - 457	850	82.41	438.01	51.5
03-210-5313	COLLECTION EXPENSE	1,000	113.11	363.58	36.4
	<b>210 Sewer - Admin</b>	<b>104,775</b>	<b>10,388.95</b>	<b>64,350.46</b>	
	SEWER - OPERATING				
03-211-5000	SALARIES	172,000	11,026.15	109,860.43	63.9
03-211-5010	SOCIAL SECURITY	13,000	689.29	7,633.40	58.7
03-211-5011	PENSION	21,500	-	21,456.00	99.8
03-211-5012	WORKERS COMP	11,000	(99.61)	6,476.39	58.9
03-211-5013	INSURANCE - HEALTH	71,000	2,168.88	47,606.65	67.1
03-211-5015	CONTRIBUTION - 457	1,800	170.46	906.72	50.4
03-211-5100	INSURANCE - AUTO	1,500	-	1,434.00	95.6
03-211-5102	INSURANCE - GEN LIAB	650	-	561.00	86.3
03-211-5105	INSURANCE - PROPERTY	6,950	-	6,900.97	99.3
03-211-5150	TRAINING	1,000	-	-	-
03-211-5170	UNIFORMS	3,000	157.65	1,035.57	34.5
03-211-5180	SAFETY EQUIPMENT	1,000	-	637.49	63.8
03-211-5191	COMMUNICATIONS	2,400	167.05	1,455.39	60.6
03-211-5396	BAY RESTORATION FUND EXPENSE	-	32,138.18	68,076.48	-
03-211-5400	GAS, OIL, GREASE	10,000	1,053.31	4,910.60	49.1
03-211-5420	FLEET LEASE	21,000	1,701.50	11,910.50	56.7
03-211-5520	PUMPING STATION MAINTENANCE	6,000	-	2,817.15	47.0
03-211-5600	CORPORATE OVERHEAD	241,750	20,146.00	141,022.00	58.3
03-211-5761	SANITARY COMMISSION CHARGES	1,100,000	77,570.47	313,279.19	28.5
03-211-5762	SANITARY COMM-TRANSMISSION PROJECTS	11,800	2,929.05	8,787.15	74.5
03-211-5763	SEWER OPERATING EXPENSE	50,000	189.90	30,755.18	61.5
03-211-5764	SEWER PUMPING EXPENSE	6,000	389.97	7,555.01	125.9
03-211-5800	CAPITAL OUTLAY - SEWER PROJECTS	30,000	-	-	-
	<b>211 Sewer - Operating</b>	<b>1,783,350</b>	<b>150,398.25</b>	<b>795,077.27</b>	
	CSO				
03-220-5391	INTEREST EXPENSE	3,200	1,001.17	1,382.11	43.2
03-220-5392	DEBT REDEMPTION	23,600	-	-	-
03-220-5800	CAPITAL OUTLAY	1,762,200	28,504.94	683,504.65	38.8
	<b>220 CSO</b>	<b>1,789,000</b>	<b>29,506.11</b>	<b>684,886.76</b>	
	<b>SEWER FUND Expenditure Totals</b>	<b>3,677,125</b>	<b>190,293.31</b>	<b>1,544,314.49</b>	

**CITY OF FROSTBURG  
JANUARY 2025 BUDGET REPORT**

Section 8, Item A.

Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
04-000-4000	WATER TAP SURCHARGE	668,000	68,130.00	421,380.25	63.1
04-000-4001	INTEREST EARNED SURCHARGE	1,000	290.43	1,186.53	118.7
04-000-4600	INTEREST INCOME	20,000	18,730.67	31,752.21	158.8
<b>PINEY SURCHARGE FUND Revenue Totals</b>		<b>689,000</b>	<b>87,151.10</b>	<b>454,318.99</b>	
WATER SURCHARGE					
04-200-5313	COLLECTION EXPENSE	1,000	90.49	290.87	29.1
04-200-5390	MISCELLANEOUS EXPENSE	12,000	-	-	-
04-200-5391	INTEREST EXPENSE	56,900	831.50	20,220.32	35.5
04-200-5392	DEBT REDEMPTION	415,100	-	9,614.36	2.3
04-200-5802	CAPITAL REPAIRS	68,000	-	48,841.50	71.8
<b>PINEY SURCHARGE FUND Expenditure Totals</b>		<b>553,000</b>	<b>921.99</b>	<b>78,967.05</b>	
05-000-4000	TRASH & GARBAGE CHARGES	473,000	39,583.89	240,632.78	50.9
05-000-4001	INTEREST EARNED - TRASH	800	370.16	1,490.17	186.3
05-000-4404	SUNDRY SALES	1,950	-	1,575.00	80.8
05-000-4600	INTEREST INCOME	3,000	2,006.86	3,790.63	126.4
<b>GARBAGE FUND Revenue Totals</b>		<b>478,750</b>	<b>41,960.91</b>	<b>247,488.58</b>	
GARBAGE ADMIN.					
05-230-5000	SALARIES	72,000	8,246.38	41,231.79	57.3
05-230-5010	SOCIAL SECURITY	5,400	597.76	3,009.46	55.7
05-230-5011	PENSION	7,300	-	7,268.00	99.6
05-230-5012	WORKERS COMP	225	16.00	149.00	66.2
05-230-5013	INSURANCE - HEALTH	18,000	1,333.27	11,889.96	66.1
05-230-5015	CONTRIBUTION - 457	850	82.41	437.99	51.5
05-230-5313	COLLECTION EXPENSE	500	22.61	72.70	14.5
<b>230 Garbage Admin.</b>		<b>104,275</b>	<b>10,298.43</b>	<b>64,058.90</b>	
GARBAGE OPERATING					
05-232-5000	SALARIES	93,000	14,120.13	52,052.13	56.0
05-232-5010	SOCIAL SECURITY	7,100	1,036.37	3,777.03	53.2
05-232-5011	PENSION	9,400	-	9,387.00	99.9
05-232-5012	WORKERS COMP	6,000	435.00	4,024.00	67.1
05-232-5013	INSURANCE - HEALTH	22,500	1,622.65	13,759.82	61.2
05-232-5015	CONTRIBUTION - 457	750	-	-	-
05-232-5100	INSURANCE - AUTO	2,200	-	2,166.00	98.5
05-232-5102	INSURANCE - GEN LIAB	400	-	336.00	84.0
05-232-5105	INSURANCE - PROPERTY	4,500	-	4,476.93	99.5
05-232-5170	UNIFORMS	3,000	150.95	986.46	32.9
05-232-5180	SAFETY EQUIPMENT	1,000	-	381.99	38.2
05-232-5210	OFFICE SUPPLIES	1,000	26.65	419.43	41.9
05-232-5400	GAS, OIL, GREASE	14,000	2,307.98	7,810.13	55.8
05-232-5600	CORPORATE OVERHEAD	18,175	1,515.00	10,605.00	58.4
05-232-5770	ASH DUMPSTER	8,500	2,420.38	2,912.14	34.3
05-232-5771	BULK CLEANUP EXPENSE	10,000	-	2,573.92	25.7

**CITY OF FROSTBURG  
JANUARY 2025 BUDGET REPORT**

<i>Section 8, Item A.</i>
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Account Id	Account Description	Amended Budget	Jan 2025 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
05-232-5772	LANDFILL CHARGES	130,000	10,706.16	67,156.78	51.7
05-232-5773	SANITATION OPERATING EXPENSE	30,000	538.22	26,712.24	89.0
	<b>232 Garbage Operating</b>	<b>361,525</b>	<b>34,879.49</b>	<b>209,537.00</b>	
	<b>GARBAGE FUND Expenditure Totals</b>	<b>465,800</b>	<b>45,177.92</b>	<b>273,595.90</b>	

2025

Assets

01-000-1001	OPERATING CASH - POLICE DEPT	100.00
01-000-1003	OPERATING CASH - TAX CLERK	200.00
01-000-1004	CASH - CORPORATE (STC)	9,569,124.81
01-000-1006	RESTRICTED CASH CD - PLAYGROUND FUN	27,428.68
01-000-1008	RESTRICTED CASH-HEALTH INSUR COLLATERAL	20,519.00
01-000-1100	ACCOUNTS RECEIVABLE	64,541.65
01-000-1101	ACCTS REC - POLICE TICKETS/CIT	11,175.00
01-000-1140	TAXES RECEIVABLE - REAL ESTATE	348,646.07
01-000-1141	TAXES RECEIVABLE - PERSONAL PROPERTY	3,762.23
01-000-1142	TAXES RECEIVABLE - PUBLIC UTILITY	106,171.80
01-000-1143	TAXES RECEIVABLE - CORPORATION	37,602.41
01-000-1200	PREPAID EXPENSE	17,466.26
01-000-1220	LEASE RECEIVABLE	780,013.55
01-000-1230	ACCRUED INTEREST RECEIVABLE	10,838.26
01-000-1500	FIXED ASSETS	24,882,666.88
01-000-1504	WIP - CHILDCARE CENTER	1,627,654.25
01-000-1506	WIP - GATEWAY IMPROVEMENT	778,556.90
01-000-1507	WORK IN PROCESS - MISC PROJECTS	214,052.69
01-000-1570	RIGHT OF USE ASSETS	588,251.69
01-000-1571	RIGHT OF USE ASSETS - INTANGIBLE	196,633.48
01-000-1580	INTANGIBLE ASSETS	206,323.69
01-000-1600	RESERVE FOR DEPRECIATION	9,491,147.14-
01-000-1605	ACCUMULATED DEPRECIATION-ROU	263,587.51-
01-000-1650	RESERVE FOR AMORTIZATION	92,845.62-
01-000-1900	DEFERRED FINANCING OUTFLOW	505,273.00
01-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	191,069.00
	Total Assets	<u>30,340,491.03</u>

Liabilities & Fund Balance

01-000-1655	ACCUMULATED AMORTIZATION - ROU	45,184.07
01-000-2220	LEASE LIABILITY	335,097.34
01-000-2225	SUBSCRIPTION LIABILITY - ROU	95,100.57
01-000-2250	UNEARNED REVENUE	156,517.86
01-000-2251	UNEARNED REV - PLAYGROUND	27,428.68
01-000-2253	UNEARNED REVENUE - ARPA	1,676,840.83
01-000-2450	DEFERRED FINANCING INFLOW	65,759.00
01-000-2451	DEFERRED FINANCING INFLOW - OPEB	184,710.00
01-000-2452	DEFERRED FINANCING INFLOW-LEASES	747,667.95
01-000-2700	COMPENSATED ABSENCES	494,225.81
01-000-2855	OPEB OBLIGATION	506,723.00
01-000-2860	NET PENSION LIABILITY	1,434,463.00
01-000-2901	BONDS PAYABLE	2,344,000.00
01-000-2905	BOND PREMIUM	253,264.50
	Total Liabilities	<u>8,366,982.61</u>

01-000-3000	INVESTED IN FIXED ASSETS	14,712,902.00
01-000-3200	FUND BALANCE	5,684,750.62
	Total	<u>20,397,652.62</u>

Revenue	6,674,416.65
Less Expenses	<u>5,098,560.85</u>
Net	<u>1,575,855.80</u>
Total Fund Balance	<u>21,973,508.42</u>
Total Liabilities & Fund Balance	<u>30,340,491.03</u>

2025

Assets		
02-000-1000	CASH	998,227.07
02-000-1030	RESTRICTED CASH - WATERSHED IMPROVE	55,360.48
02-000-1100	ACCOUNTS RECEIVABLE	1,298.93
02-000-1102	WATER ACCOUNTS RECEIVABLE	121,263.15
02-000-1140	INTEREST RECEIVABLE - WATER	566.85
02-000-1500	FIXED ASSETS	4,095,203.29
02-000-1520	WORK IN PROGRESS	206,286.03
02-000-1570	RIGHT OF USE ASSETS	140,277.91
02-000-1600	RESERVE FOR DEPRECIATION	2,984,026.14-
02-000-1605	ACCUMULATED DEPRECIATION-ROU	54,602.29-
02-000-1900	DEFERRED FINANCING OUTFLOW	90,253.00
02-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	31,845.00
	Total Assets	<u>2,701,953.28</u>
Liabilities & Fund Balance		
02-000-2220	LEASE LIABILITY	88,475.40
02-000-2450	DEFERRED FINANCING INFLOW	11,747.00
02-000-2451	DEFERRED FINANCING INFLOW - OPEB	30,785.00
02-000-2700	COMPENSATED ABSENCES	129,340.88
02-000-2855	OPEB OBLIGATION	84,454.00
02-000-2860	NET PENSION LIABILITY	256,226.00
	Total Liabilities	<u>601,028.28</u>
02-000-3000	INVESTED IN FIXED ASSETS	1,314,663.00
02-000-3250	FUND BALANCE	753,091.24
	Total	<u>2,067,754.24</u>
	Revenue	1,082,286.13
	Less Expenses	<u>1,049,115.37</u>
	Net	<u>33,170.76</u>
	Total Fund Balance	<u>2,100,925.00</u>
	Total Liabilities & Fund Balance	<u>2,701,953.28</u>

2025

Assets		
03-000-1000	CASH	1,541,238.01
03-000-1040	BAY RESTORATION FUND CASH	40,971.71
03-000-1041	CSO CASH	565,472.35
03-000-1100	ACCOUNTS RECEIVABLE	50,943.00
03-000-1103	SEWER ACCOUNTS RECEIVABLE	125,592.90
03-000-1120	BAY RESTORATION FUND RECEIVABLE	14,461.29
03-000-1121	CSO SURCHARGE RECEIVABLE	28,786.17
03-000-1141	INTEREST REC - CSO SURCHARGE	2,763.74
03-000-1142	INTEREST RECEIVABLE - SEWER	743.21
03-000-1500	FIXED ASSETS	28,294,006.47
03-000-1538	WIP - PHASE X-A	1,154,790.99
03-000-1539	WIP - PHASE X-B	126,147.70
03-000-1540	WIP - PHASE X-C	146,606.10
03-000-1541	WIP - PHASE IX-D	27,165.00
03-000-1542	WIP - PHASE VIII-C	21,000.00
03-000-1570	RIGHT OF USE ASSETS	86,933.24
03-000-1600	RESERVE FOR DEPRECIATION	10,300,066.20-
03-000-1605	ACCUMULATED DEPRECIATION-ROU	23,182.20-
03-000-1900	DEFERRED FINANCING OUTFLOW	71,776.00
03-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	26,537.00
	Total Assets	<u><u>22,002,686.48</u></u>
Liabilities & Fund Balance		
03-000-2220	LEASE LIABILITY	66,362.62
03-000-2450	DEFERRED FINANCING INFLOW	9,341.00
03-000-2451	DEFERRED FINANCING INFLOW - OPEB	25,654.00
03-000-2700	COMPENSATED ABSENCES	124,936.78
03-000-2855	OPEB OBLIGATION	70,378.00
03-000-2860	NET PENSION LIABILITY	203,770.00
03-000-2900	NOTES PAYABLE	192,910.41
	Total Liabilities	<u>693,352.81</u>
03-000-3000	INVESTED IN FIXED ASSETS	18,618,002.00
03-000-3200	FUND BALANCE	1,799,175.99
	Total	<u>20,417,177.99</u>
	Revenue	1,752,965.52
	Less Expenses	<u>860,809.84</u>
	Net	<u>892,155.68</u>
	Total Fund Balance	<u>21,309,333.67</u>
	Total Liabilities & Fund Balance	<u><u>22,002,686.48</u></u>

2025

Assets		
04-000-1000	CASH	1,253,057.38
04-000-1130	SURCHARGE INTEREST RECEIVABLE	3,690.34
04-000-1131	WATER SURCHARGE RECEIVABLE	64,439.30
04-000-1500	FIXED ASSETS	28,467,670.69
04-000-1540	LAND	164,021.96
04-000-1600	RESERVE FOR DEPRECIATION	<u>20,222,047.29</u>
	Total Assets	<u><u>9,730,832.38</u></u>
Liabilities & Fund Balance		
04-000-2250	UNEARNED REVENUE	10,351.78
04-000-2900	NOTES PAYABLE	<u>2,431,239.74</u>
	Total Liabilities	2,441,591.52
04-000-3000	INVESTED IN FIXED ASSETS	5,951,050.00
04-000-3250	FUND BALANCE	<u>93,224.56</u>
	Total	6,904,274.56
	Revenue	454,318.99
	Less Expenses	<u>69,352.69</u>
	Net	<u>384,966.30</u>
	Total Fund Balance	<u>7,289,240.86</u>
	Total Liabilities & Fund Balance	<u><u>9,730,832.38</u></u>

2025

Assets		
05-000-1000	CASH	69,212.85
05-000-1100	ACCOUNTS RECEIVABLE	50.00
05-000-1135	TRASH & GARBAGE RECEIVABLE	44,480.06
05-000-1140	INTEREST RECEIVABLE - TRASH	4,760.57
05-000-1500	FIXED ASSETS	596,937.03
05-000-1600	RESERVE FOR DEPRECIATION	373,223.90-
05-000-1900	DEFERRED FINANCING OUTFLOW	43,350.00
05-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	15,922.00
	Total Assets	<u>401,488.61</u>
Liabilities & Fund Balance		
05-000-2450	DEFERRED FINANCING INFLOW	5,642.00
05-000-2451	DEFERRED FINANCING INFLOW - OPEB	15,392.00
05-000-2700	COMPENSATED ABSENCES	32,326.17
05-000-2855	OPEB OBLIGATION	42,227.00
05-000-2860	NET PENSION LIABILITY	123,069.00
	Total Liabilities	<u>218,656.17</u>
05-000-3000	INVESTED IN FIXED ASSETS	223,712.00
05-000-3200	FUND BALANCE	14,772.24-
	Total	<u>208,939.76</u>
	Revenue	247,488.58
	Less Expenses	<u>273,595.90</u>
	Net	<u>26,107.32-</u>
	Total Fund Balance	<u>182,832.44</u>
	Total Liabilities & Fund Balance	<u>401,488.61</u>



City of Frostburg  
COMM DEVELOPMENT SPECIAL PROJECTS FUND  
BALANCE SHEET  
AS OF: 01/31/25

2025

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Assets		
07-000-1000	CASH	18,253.58
	Total Assets	<u>18,253.58</u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
07-000-3200	FUND BALANCE	31,687.19
	Total	31,687.19
	Revenue	16.89
	Less Expenses	<u>13,450.50</u>
	Net	<u>13,433.61</u>
	Total Fund Balance	<u>18,253.58</u>
	Total Liabilities & Fund Balance	<u>18,253.58</u>

City of Frostburg  
OPIOID SETTLEMENT FUND  
BALANCE SHEET  
AS OF: 01/31/25

2025

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Assets		
08-000-1000	CASH	<u>29,091.86</u>
	Total Assets	<u><u>29,091.86</u></u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
08-000-3200	FUND BALANCE	<u>23,483.08</u>
	Total	<u>23,483.08</u>
	Revenue	5,608.78
	Less Expenses	<u>0.00</u>
	Net	<u>5,608.78</u>
	Total Fund Balance	<u>29,091.86</u>
	Total Liabilities & Fund Balance	<u><u>29,091.86</u></u>

**CITY OF FROSTBURG  
MONTHLY REPORT - TAXES  
FOR THE MONTH ENDING JANUARY 31, 2025**

Tax Type - Year	Principal Receivable at 12/31/24	Billings	Receipts		Abatements/ Adjustments	Principal Receivable at 01/31/25
			Principal	Interest		
Real Estate - 20/21	\$ 237.32	\$ -	\$ -	\$ -	\$ -	\$ 237.32
Real Estate - 21/22	244.30	-	-	-	-	244.30
Real Estate - 22/23	21,257.69	-	900.38	381.12	-	20,357.31
Real Estate - 23/24	54,170.82	-	657.53	157.76	-	53,513.29
Real Estate - 24/25	295,685.06	-	21,391.21	875.48	-	274,293.85
Real Estate - overpayments	-	-	-	-	-	-
<b>Real Estate Total</b>	<b>\$ 371,595.19</b>	<b>\$ -</b>	<b>\$ 22,949.12</b>	<b>\$ 1,414.36</b>	<b>\$ -</b>	<b>\$ 348,646.07</b>
Personal Prop - 23/24	\$ 1,402.28	\$ -	\$ -	\$ -	\$ -	\$ 1,402.28
Personal Prop - 24/25	2,359.95	-	-	-	-	2,359.95
<b>Personal Property</b>	<b>\$ 3,762.23</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,762.23</b>
Public Utility - 23/24	\$ 106,171.80	\$ -	\$ -	\$ -	\$ -	\$ 106,171.80
Corporation - 21/22	\$ 27.80	\$ -	\$ -	\$ -	\$ -	\$ 27.80
Corporation - 22/23	3,523.86	-	-	-	-	3,523.86
Corporation - 23/24	8,097.30	-	-	-	-	8,097.30
Corporation - 24/25	15,597.15	12,440.40	2,084.10	-	-	25,953.45
<b>Corporation Total</b>	<b>\$ 27,246.11</b>	<b>\$ 12,440.40</b>	<b>\$ 2,084.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,602.41</b>
NST - Returned Check Fee	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ 30.00
<b>Total</b>	<b>\$ 508,805.33</b>	<b>\$ 12,440.40</b>	<b>\$ 25,033.22</b>	<b>\$ 1,414.36</b>	<b>\$ -</b>	<b>\$ 496,212.51</b>

**CITY OF FROSTBURG**

Parks and Rec Monthly report

For the Month of January 2024

Submitted by: Gene Bittinger maintenance Supervisor

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January 2 2025

Checked parks

Worked on tool cat shovel holder

January 3 2025

Checked parks

Got all plow equipment ready for snow storm

January 6 2025

Checked parks

Plowed and shoveled sidewalks and parking lots

January 7 2025

Checked parks

Plowed and shoveled sidewalks and parking lots

January 8 2025

Checked parks

Plowed and shoveled sidewalks and parking lots

Fixed a urinal at Community Center

Checked wiring at City Place

Got trucks ready for the next day

January 9 2025

Checked parks

Plowed and shoveled sidewalks and parking lots

Filled salt spreader

January 9 2025

Took day off to go hunting

January 13 2025

Checked parks

Cleaned sidewalks off by MT Ridge

Re lite pilot light at the Community Center

Started tearing out City Place kitchen

January 14 2025

Checked parks

Plowed Glendening open

Worked on City Place kitchen

January 15 2025

Checked parks

Plowed and salted sidewalks and parking lots

Put fuel stabilizer in City Hall and Day Care Center generators

Worked on City Place kitchen

January 16 2025

Checked parks

Meant with floor people at City Place kitchen

Took Pepsi cooler yo Hoffman

Brought old cabinets back to the shop

Fueled up truck 41

Fixed the sink in the police dept

Fixed a urinal in the Community Center

January 17 2025

Checked parks

Shoveled and plowed parking lots and sidewalks

Picked up a diving board for the pool

Worked on City Hall generator

January 19 2025

Plowed and salted sidewalks and parking lots

January 21 2025

Checked parks

Shoveled and plowed parking lots and sidewalks

Worked on City Place kitchens

January 22 2025

Checked parks

Worked on City Place kitchen

January 23 2025

Checked parks

Worked on City Place kitchen

Cleaned up after food give away

Picked up supplies for City Place

January 24 2025

Checked parks

Worked on City Place kitchen

January 27 2025

Checked parks

Worked on City Place kitchen

January 28 2025

Checked parks

Went to the Staff meeting

Worked on City Place kitchen

Picked up supplies for City Place kitchen

January 29 2025

Checked parks

Worked on City Place kitchens

Picked up paint and mop holder for City Place kitchen

January 30 2025

Checked parks

Worked on City Place kitchen

Salted Community Center sidewalk

January 31 2025

Checked parks

Measured for partition for Field 5 bathrooms and the Gym bathrooms

Went to Liza's going away party

## CITY OF FROSTBURG

Monthly Report: Street Department

For the Month of: January 2025

Submitted by: Shane Elliott & Ryan Whitaker

January 1, 2025 – Wednesday – Holiday – New Year’s Day – Called out to salt streets

January 2, 2025 – Thursday

- Picked up garbage route in the center section of town
- Handed out earned meal money to employees
- Marked Miss Utility tickets and checked them off on computer
- Salted west end of town due to icy spots in roadways
- Checked all sewer pumping stations – Worked on troubleshooting issues with Centennial pumping station
- Refilled plow trucks with salt and fuel after use
- Hooked up snow plow to Backhoe
- Removed litter in roadway all throughout center section of town
- Picked up litter on Main Street
- Fueled up backhoe and checked air in all tires
- Contacted Stevens Electric to have phase dropping issue fixed at pump station
- Installed new headlight bulb in loader

January 3, 2025 – Friday

- Picked up garbage route on the east end of town due to holiday
- Checked all sewer pumping stations
- Marked Miss Utility tickets and checked them off on computer
- Installed V plow’s on work trucks in preparation for storm
- Salted streets throughout the day
- Made repairs to salt spreader on Truck 5
- Picked up litter on Main Street and emptied city trash cans where needed
- Cleaned rest room and break room
- Used the one ton dump trucks to salt alleyways throughout the day
- Picked up and disposed of recyclable material at City Hall
- Emptied out shop trash cans and swept garage bays
- Greased auger bearings on all the salt spreader boxes
- Added coolant to Truck 4 and checked all other fluids

**P.2**

January 4, 2025 – Saturday – Called out to plow and salt streets

January 5, 2025 – Sunday – Called out to plow streets

January 6, 2025 – Monday

- Plowed and salted streets throughout the night and through the day
- Welded broken plow rigging on truck #4
- Replaced missing plow rigging bolts on truck #88
- Checked all sewer pumping stations
- Ran V plows through alleyways most of the day
- Picked up Christmas trees around town where visible
- Marked miss utility tickets and checked them in on computer
- Replaced plow marker on truck #6
- Checked and emptied city trash cans where needed on Main Street
- Replace tire chains where needed on all plow trucks
- Used snow pusher to clear parking areas
- Plowed and salted streets into the evening hours

January 7, 2025 – Tuesday

- Picked up garbage route on west end of town
- Attended staff meeting at city hall
- Worked throughout the night plowing and salting streets
- Repaired side mirror on truck #8
- Used v plows to plow all alleyways in town
- Removed litter on Main Street where visible
- Pushed back intersections and parking areas with small plow truck
- Marked miss utility tickets and checked them in on computer
- Checked on a few plowing complaints around town
- Made repairs to tire chains on plow trucks
- Checked all sewer pumping stations
- Refueled plow trucks and other fluids where needed
- Checked damaged street pole complaint
- Worked throughout the evening hours plowing and salting streets



**P.3**

January 8, 2025 – Wednesday

- Called in early to plow and salt all city street
- Picked up garbage route on east end of town
- Called to check status of salt orders that hasn't arrived yet
- Marked miss utility tickets and turned them in
- Plowed and salted streets most of the day
- Used wheel loader to pre-mix salt and antiskid
- Checked all sewer pumping stations
- Replaced rear tire on truck #14
- Checked fluids and fueled up all plow trucks
- Used small plow truck to push back parking areas along streets
- Tightened tire chains on truck #8 and #6
- Greased bearings on all the salt augers
- Used the snow pusher to clean off parking lot
- Filled fluids in wheel loader and greased fittings
- Drained water from the diesel safety tanks
- Replaced hydraulic line and fittings on plow truck #4 and filled hydraulic tank
- Took bills to be paid to city hall

January 9, 2025 – Thursday

- Picked up garbage route in center section of town
- Checked all sewer pumping stations
- Plowed and salted city streets and alleyways
- Marked Miss Utility tickets and checked them in on computer
- Replaced a few cross chains on plow trucks
- Checked plow damage complaint
- Removed dead animal in roadway on Armstrong
- Had a surprise visit from MOSH – Had a conference and a walk around to discuss any and all safety issues
- Resalted any areas in need of salting before schools let out
- Used the little plows to push back snow drifts and parking areas along city streets
- Used loader to remove frozen salt and grit piles in front of salt dome
- Checked on sewer odor complaint on First Street
- Pushed back intersections where needed
- Checked status of ash dumpster and cleaned off steps

**P.4**

January 10, 2025 – Friday

- Checked all sewer pumping stations
- Took bills to be paid to city hall
- Marked Miss Utility tickets and checked them in on computer
- Repaired side mirror on plow truck
- Cleaned up around the breakroom & restroom
- Made some welding repairs on plows and plow riggings
- Salted slick spots around town where needed
- Fueled up and checked fluids in all snow removal equipment for the next incoming weather event
- Had OSHA safety meeting with employees
- Emptied out all shop trash cans
- Took damaged plow over to Ruby's for repair
- Started OSHA repair list and picture taking for report

January 11, 2025 – Saturday – Called out to plow and salt streets

January 12, 2025 – Sunday

January 13, 2025 – Monday

- Picked up litter on Main Street
- Called in a diesel fuel order to Southern States
- Picked up supplies from PVIS in Cumberland
- Marked miss utility tickets and checked them in on computer
- Reset traffic barrels on Main Street
- Checked all sewer pumping stations – ran weekly tests on systems
- Picked up Christmas trees around town
- Greased all plow trucks and filled fluids where needed
- Checked and emptied all city trash cans where needed on Main Street
- Ran diagnostics on chevy one ton due to mechanical issues
- Pushed up salt deliveries as they arrived
- Replaced auger, auger motor and bearings on plow truck
- Washed off wheel loader after use
- Picked up supplies from American Rent All and Roadsafe in Cumberland
- Worked on OSHA compliance list

**P.5**

January 14, 2025 – Tuesday

- Picked up garbage route on west end of town
- Took invoices to be paid to city hall
- Removed litter on Main Street where viable
- Took one-ton chevy dump truck to Timbrook Chevrolet for mechanical issues
- Salted icy spots around town where needed
- Checked all sewer pumping stations
- Pushed up salt and grit deliveries as they arrived
- Washed inside of cabs of work trucks
- Relocated street signs and posts on Water Street and Mechanic Street
- Unloaded delivery from Beltway International
- Marked miss utility tickets and checked them in on computer
- Picked up a few Christmas trees missed during yesterday's route
- Washed off wheel loader after use
- Plowed back some parking areas where vehicles have moved
- Installed new cutting edge on backhoe snow plow
- Set appointment to have a recall repair made on truck 01
- Called in an order for a skid of cold patch
- Worked throughout evening plowing and salting streets

January 15, 2025 – Wednesday

- Picked up garbage route on east end of town
- Called in early to plow and salt streets
- Removed tree limbs in roadway on First Street
- Worked on mechanical issue on wheel loader
- Marked miss utility tickets and checked them in on computer
- Pushed up salt and grit deliveries as they arrived
- Checked all sewer pumping stations
- Straightened a few bent sign posts around town
- Put in an order to Uline Products
- Worked on plow light electrical issues
- Reloaded all plow trucks after use and filled fluids where needed
- Straightened curb finders on truck #4
- Removed litter and debris from busted garbage bag on Broadway
- Salted alleyways where needed
- Replaced front brakes and rotors on ford one ton dump truck

**P.6**

January 16, 2025 – Thursday

- Picked up garbage route in center section of town
- Straightened barricades that were knocked over at sidewalk closure
- Removed litter on Main Street where visible
- Salted a few spots around town where needed
- Added hydraulic fluid to Backhoe
- Picked up paystubs and bills from city hall
- Checked all sewer pumping stations
- Had Stevens Electric look over OSHA compliance list for any electrical issues
- Marked miss utility tickets and turned them in
- Pushed up deliveries with wheel loader as they arrived
- Checked status of ash dumpster and resituated both sets of steps
- Picked up garbage that was missed during yesterday's route
- Took truck 01 to Timbrook for vehicle recall
- Put away Napa and Uline deliveries
- Washed off wheel loader after use
- Greased fittings on wheel loader and skid steer
- Worked over plowing and salting streets

January 17, 2025 – Friday

- Worked throughout the night plowing and salting streets
- Replaced trip cylinder on snow plow
- Plowed off MDE parking area
- Marked miss utility tickets and checked them in on computer
- Salted a few parking lots
- Installed new plow marker on snow plow
- Checked all sewer pumping stations
- Filled fuel tanks and checked fluids on all snow plowing equipment
- Made repairs to tire chains on all plow trucks
- Checked and emptied city trash cans where needed on Main Street
- Took truck #350 to Garrett Equipment Rentals
- Cleaned the lunch room & rest room
- Picked up truck #01 from Timbrook Chevrolet
- Checked status of plow truck #6 at Truck Enterprise
- Pushed up deliveries as they arrived
- Installed new set of tire chains on truck #8
- Called in to mark emergency miss utility ticket for gas company

**P.7**

January 18, 2025 – Saturday

January 19, 2025 – Sunday – Plowed and salted streets

January 20, 2025 – Monday – Holiday – Plowed and salted streets

January 21, 2025 – Tuesday

- Picked up west end of town garbage route
- Took truck #8 to Ruby's for major repairs on bed lift system
- Checked and emptied city trash cans where needed on Main Street
- Worked on mechanical issues on both garbage trucks
- Checked all sewer pumping stations – Ran weekly tests on systems
- Pushed back intersections and salted where needed
- Marked miss utility tickets and checked them in on computer
- Installed new plow foot on truck #88 plow
- Picked up supplies from Ruby's
- Checked on possible water or sewer leak in April Alleyway
- Replaced cutting edge on truck #4
- Put away Kimball Midwest delivery

January 22, 2025 – Wednesday

- Picked up garbage route on east end of town
- Removed dead animal in roadway on Broadway
- Checked all sewer pumping stations
- Dropped off Truck 4 plow to have repaired at Rubys
- Straightened spreader pan on truck #4
- Put away Napa order
- Washed off all work trucks
- Marked miss utility tickets and checked them in on computer
- Pushed up salt deliveries with wheel loader as they came in
- Installed spare snow plow on Truck 4 and adjusted lift chain
- Removed litter on Main Street
- Picked up parts from Carquest

**P.8**

January 23, 2025 – Thursday

- Picked up garbage route in center section of town
- Installed new cutting edge on Truck 350
- Picked up package that was delivered next door
- Washed off several work trucks
- Picked up litter on Main Street
- Took both garbage trucks to landfill
- Marked miss utility tickets and checked them in on computer
- Picked up parts from Frostburg Carquest
- Checked all sewer pumping stations
- Picked up parts from Garrett Equipment
- Removed dead animal in roadway on High Street
- Measured fuel tanks and drained water from safety tank
- Removed debris in roadway on First Street
- Turned in all bills and invoices to be paid at City Hall
- Replaced street sign on Bowery Street

January 24, 2025 – Friday

- Picked up litter on Main Street
- Checked on driveway lip complaint on Washington St.
- Marked Miss Utility tickets and checked them in on computer
- Checked and emptied all City trash cans
- Salted streets around town due to winter weather event
- Cleaned off catch basins all around town
- Rebuilt tire chains and reinstalled on Truck 4
- Picked up Truck 5 from Weimer Chevrolet in Cumberland
- Reinstalled v plow on Truck 5
- Pushed back snow on all streets as vehicles moved
- Installed new blacktop ramp with cold patch

**P.9**

January 25, 2025 – Saturday

January 26, 2025 – Sunday

January 27, 2025 – Monday

- Straightened traffic barrels on Main Street
- Took invoices to be paid to city hall
- Checked all sewer pumping stations
- Picked up parts from Carquest
- Emptied city trash cans where needed
- Took garbage truck to Mack garage in Hagerstown for service
- Picked up tree limbs from in front of main entrance
- Marked miss utility tickets and checked them in on computer
- Checked sewer complaint on South Grant Street
- Picked up supplies from Ruby's
- Salted streets in Braddock Estates where water leak was last week
- Installed rear brakes on truck #5
- Patched a few potholes around town with cold patch

January 28, 2025 – Tuesday

- Picked up garbage route on west end of town
- Went to staff meeting at city hall
- Straightened traffic barrels again on Main Street
- Removed litter on Main Street
- Picked up repaired snow plow from Ruby's
- Worked on new budget worksheets
- Picked up tree limbs and litter all over town due to windy conditions
- Checked all sewer pumping stations
- Marked miss utility tickets and checked them in on computer
- Added degreaser to all sewer pumping stations
- Filled holes around town with cold patch
- Worked on sewer issue on Washington Street and ran sewer camera to inspect service line and sewer main
- Ordered parts to repair plow truck #14
- Reinstalled stop sign on McCulloh at Washinton Street

**P.10**

January 29, 2025 – Wednesday

- Picked up garbage route on east end of town
- Investigated sinkhole complaint off of Frost Ave.
- Picked up Truck 01 from Timbrook Chevrolet
- Checked all sewer pumping stations
- Installed new brakes on Truck 45
- Gathered supplies for sewer project from Lowes
- Marked miss utility tickets and checked them in on computer
- Straightened cones at Main St. sidewalk closure after high winds
- Removed litter on Main Street
- Continued working on budget worksheets
- Picked up parts from Frostburg Carquest
- Greased auger bearings on spreader boxes
- Picked up package from City Hall
- Brought back plow after repairs at Shoes Diesel
- Added extra barrel weights from Roadsafe to traffic barrels

January 30, 2025 – Thursday

- Picked up garbage route in center section of town
- Checked all sewer pumping stations
- Washed off wheel loader and greased all fittings
- Marked miss utility tickets and checked them in on computer
- Installed plow makers on snow plow
- Removed litter on Main Street
- Picked up tree limbs and debris in roadway all over town
- Marked an emergency Miss Utility ticket
- Pressure washed all plow trucks and other snow removal equipment
- Straightened a bent sign post on College Avenue
- Checked on sewer issue on Washington Street
- Ran sewer camera to inspect sewer main and service line
- Unloaded a delivery that had arrived
- Remade tire chains for plow trucks
- Washed off all sewer camera equipment after use
- Replaced a few damaged street signs around town



**P.11**

January 31, 2025 – Friday

- Checked and emptied city trash cans where needed
- Installed new valve proportioning valve on Truck 14
- Picked up dead animal in roadway on Main Street
- Had one employee take CDL test at MVA
- Removed litter on Main Street
- Picked up parts from Carquest
- Took invoices to city hall to be paid
- Added hub oil to Truck 4 front axle
- Checked all sewer pumping stations
- Scheduled follow up appointment with OSHA
- Marked miss utility tickets and checked them in on computer
- Cleaned up and removed tree branches from wall on Main St.
- Checked and leveled off ash dumpster
- Had a meeting at City Hall
- Removed litter on city streets all around town
- Checked troublesome sewer line before weekend
- Finished working on budget worksheets

## Monthly Report: Water Department

For the Month of January, 2025

**Submitted by: Jim Williams, Supervisor**

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January 2, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Changed meter Espy Ave.

January 3, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Checked leak Bealls Lane
- Final reading Wood St.
- Data log Hill St.

January 6, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read Monthly meters
- Plowed snow
- Read master meters
- Cleaned out back building to put plow truck in

January 7, 2025

- Checked Pumps @ Crestview Pump Station
- Attended staff meeting
- Marked Miss Utility Tickets
- Read Monthly Meters
- Plowed snow @ shop
- Final reading Mt. Pleasant
- Turn water off & back on, Center St. for homeowner to do repairs

January 8, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Regular reading Depto
- Removed ice from Beall's Lane due to water leaking

January 9, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Reread water meters Albert Ave. & W. Mechanic St. High usage
- Checked for water leak chart was out @ the plant

January 10, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final reading Mt. Pleasant St.
- Installed new meter Albert Ave.

January 13, 2025

- Checked Pumps @ Crestview Pump Station

- Marked Missed Utility Tickets
- Repaired a 4" water main leak Beall's Lane with contractor
- Changed meter Dog Wood Circle

January 14, 2025

- Marked Miss Utility Tickets
- Checked Pumps @ Crestview Pump Station
- Reread meters that are on the nonpayment list
- Turn water on Victoria Lane

January 15, 2025

- Marked Miss Utility Tickets
- Checked Pumps @ Crestview Pump Station
- Cleaned the shop
- Hauled the trash away

January 16, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Installed new meter Talloct Ave.
- Check for a water leak chart was out @ the plant
- Final reading Welsh St.

January 17, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Took truck 17 to Red Ridge for service

- Cleared the road going to savage

January 20, 2025 City Holiday

January 21, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Plowed snow @ shop
- Cleared the road going to savage
- Repaired water meter S. Water St.
- Restored water to customer First St. off for nonpayment

January 22, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned the shop
- Hauled trash away
- Checked no water compilate Maple St. frozen pipes inside

January 23, 2025

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Repaired water leak W. Mechanic St.
- Repaired water leak Braddock Estates

January 24, 2025

- Checked pumps @ Crestview Pumping Station

- Marked Miss Utility Tickets
- Checked water seeping into basement E. Main St.
- Cleaned up equipment from water leaks
- Open roadway behind shop for chemicals to be delivered

January 27,2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Check for a water leak chart was out @ the plant
- Final reading Taylor St.
- Pushed up 4-loads of crusher run @ shop
- Checked no water compilate Ormand St. frozen pipes inside
- Hauled chemicals to finish water building for W.T.P.

January 28,2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Cleaned shop
- Hauled trash away
- Installed new meter East Main St.
- Repaired a 4"-water main East Main St. with assisted from contractor

January 29, 2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Final reading Wenck's Lane
- Repaired a 6"-water main Tarn' Terrance with assisted from contractor

January 30, 2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Hauled 5-loads of junk dirt from shop to Miller Bottom
- Turn water off & back on Taylor St. for plumber to do repairs
- Cut & remove down tree across roadway @ Savage
- Restocked truck 69 with clamps & accessories that is needed for water leaks

January 31, 2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Installed brighter lights in the tool areas on truck 69
- Turn water off & back on Paul St. for plumber to do repairs
- Installed new meter E. College Ave.
- Repaired water meter Washington St. & Mt. Pleasant St. (Brass bottom)



# City of Frostburg

Section 9, Item A.

**Todd Logsdon**  
*Mayor*

Commissioners

**Donald L. Carter, Jr.**  
*Commissioner of Finance*

**Kevin G. Grove**  
*Commissioner of Public Safety*

**Nina Forsythe**  
*Commissioner of Water, Parks and Recreation*

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

**Hayden Lindsey & Lydia Claar**  
*Interim City Administrators*

February 4, 2025

Mr. Andrew Gosden, Program Manager  
Compliance Program  
Water Management Administration  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore, Maryland 21230-1708

State Discharge  
Permit Number: 15-DP-3146

Effective  
Date: December 1, 2018

NPDES  
Permit Number: MD0067423

Expiration  
Date: November 30, 2023

RE: Monthly Summary Report for Combined Sewer Overflows (CSO).  
Frostburg's State Discharge Permit Number 15-DP-3146.  
NPDES Permit Number MD0067423.

Dear Mr. Andrew Gosden:

During the month of **January 2025**, the City of Frostburg incurred no overflows.

The Frostburg Street Department is a division of the Frostburg Public Works Department. Attached is the Frostburg Street Department's monthly report for **January 2025**. The Street Department maintains the streets and sewers (sanitary, combined and storm sewers) of Frostburg. As reported by the Frostburg Street Department, the City has been busy cleaning the sumps in the combined sewer system's catch basins. The Street Department has routinely inspected and performed maintenance on Frostburg's Combined Sewer System. These efforts are consistent with the implementation of the "Nine Minimum Controls" (NMC). Please see the attached monthly report for **January 2025** from the Frostburg Street and Sewer Department. Also, please find attached the monthly Precipitation Report for **January 2025** by Dr. Greg Latta, Official NWS Observer.

The City's Street Department has inspected all the permitted CSO locations at each rainfall event and also at other periodic times during the month of **January 2025**. The Street Department routinely makes use of the sewer camera equipment, sewer vacuum truck, and the sewer cleaning equipment (weather permitting) as part of the implementation of the NMC.

Each month, the City of Frostburg solicits public participation in regard to Frostburg's CSO Elimination Program. A special report and public comment period (public hearing) is set-aside at each regular City monthly meeting for the CSO Elimination Program.



**The January CSO public meeting was held on January 21, 2025 at 5:30 p.m.**

The report always includes a reminder to the public that storm water originating from individual properties must not enter the City's sanitary sewers. Rain leaders and yard drains are prohibited from being connected to the sanitary sewer. This report includes an update of current and future sewer separation projects. The meeting agenda, (which includes CSO public participation) is advertised in the local newspaper in advance of the meeting. Therefore, there will be twelve (12) additional times each year for public notification and public input in regard to the Frostburg Combined Sewer Overflow Elimination Program.

Progress is continuing to move forward in regard to Frostburg's CSO Elimination Program.

1. The current progress is listed below:

- The City has raised the sewer surcharge to all City customers by \$3/month to \$6/month effective July 1, 2009. The City passed the FY 2011/2012 budget, which raised the sewer surcharge by another \$1/month or \$12/year. This sewer surcharge imposed on the City of Frostburg residents now total \$7/month or \$84/year. The City is presently considering an additional raise of the sewer surcharge. This increase of revenues will continue to support the design of CSO projects. The City's revenues also serve to fund a significant portion of construction and inspection for these projects.
- The City completed the preliminary engineering on the CSO Phase IX-A, Charles Street Corridor Project, in January 2016. The City submitted a construction funding application to MDE for this project on January 27, 2016. The City again submitted a funding application to MDE on January 30, 2017 for the CSO Phase IX-A, Charles Street Corridor. The City received written notification on April 12, 2018 from the MDE's Office of Budget and Infrastructure Financing that grant funds totaling \$1,779,049 were appropriated in the FY 2019 Capital Budget for the Frostburg CSO Elimination Project, Phase IX-A, Charles Street Corridor Project. The City executed a design contract with SPECS Consulting Engineers and Surveyors on March 16, 2018 in the amount of \$106,580 (City cash). Final design for CSO Phase IX-A was completed in January of 2019. MDE reviewed the construction plans and specifications. The construction project was advertised for bid on February 14, 2019. The construction bids were opened for CSO Phase IX-A on April 2, 2019; Braddock Construction was the apparent low bidder at \$1,484,210 for the base bid. The pre-construction meeting was held on July 10, 2019. The Board of Public Works approved the project on August 14, 2019. The Notice to Proceed was issued on August 19, 2019. Also, the COVID-19 had the project at a temporary shut down during a part of April and May 2020. Construction is 100%. The punch list items have been completed and final inspection by MDE has been completed.
- The City has completed the preliminary engineering on CSO Phase IX-B, Stoyer Street Corridor Project, in January of 2017. The City submitted a funding application to MDE for this project in January of 2017 and again in January of 2018. In January of 2019, the City received notification of State grant funds in the amount of \$2,255,750. The City executed a design contract with SPECS Consulting Engineers and Surveyors on June 21, 2019 in the amount of \$97,620 (City cash). Final design of CSO Phase IX-B was completed in November 2019 and submitted to MDE for review. Advertisement for construction was placed on April 21, 2020. The pre-bid was held on April 28, 2020 and the bids were opened on May 19, 2020. The City received five bids and Lashley Construction, Inc. presented the low bid at \$1,591,140. The notice to proceed was issued on October 9, 2020 and the construction is 100% complete.
- In June 2016, the City purchased sewer monitoring equipment at a cost of approximately \$70,000, to better maintain our existing sewer system and also aid in the design and construction of this on-going CSO elimination progress. This system includes a tractor camera with an additional back up camera. Also, a sonde locator was built into this system. The City purchased additional sewer maintenance equipment in early 2020.
- The preliminary engineering for CSO Phase IX-C, Beall Street Corridor Project, was completed in 2018. The City made a funding application to MDE in January 2019 for this project with construction anticipated in 2021. The City received notice in January of 2020 that funding was in place from MDE in the amount of \$1,384,688 of a \$1,582,500 project. The City executed the contract with the consultant with design 100% complete and submitted to MDE for review. The City advertised the

project for construction on March 12, 2021 and bid was opened on April 13, 2021. Braddock Construction presented the low bid in the amount of \$1,267,535. The procurement package was approved by MDE and Braddock was given a notice to proceed. Work on the project began in May of 2021. Construction is 100% complete. MDE completed and approved final inspection.

- The CSO Phase X-A, George's Creek Interceptor Project, was submitted for approval of design in December 2021. Smoke testing and CCTV conducted during CSO Phase VIII-B revealed excessive inflow and infiltration (I&I) to the City's sanitary sewer system in an area adjacent to Grant Street. This area has a high-water table which magnifies the I&I. The City was awarded funding by MDE in the amount of \$981,313. The City will invest approximately \$835,500 in City cash. Design is 100% complete and approved by MDE. Construction has begun with an expected completion of spring 2025.
  - An application for the CSO Phase X-B, Cemetery Lane Project, was submitted to MDE in January 2021. This project will address sewer and water line issues that are a major source of I&I in the neighborhood from Sleeman Street west to Mountain Ridge High School on the east end of Frostburg. Design is complete and awaiting MDE approval with a hopeful bid date of spring 2025.
  - An application for the CSO Phase X-C was submitted to MDE in January 2021. This project is beside CSO Phase X-B and will address sewer and water line issues that are a major source of I&I in the neighborhood. Design is complete and awaiting MDE approval with a hopeful bid date of spring 2025.
2. The City Code prohibits person(s) from discharging or causing to be discharged any stormwater surface water, ground water, roof runoff, subsurface drainage, etc. to any sanitary sewer. The City of Frostburg is a very old City with numerous unknown and illegal stormwater connections. The City has continued with the ongoing program to remove downspouts, rain leaders, and other illegal stormwater sources from properties in the City limits. The City attorney has developed a Release Agreement for any assistance given by the City to City residents or other property owners within the City in which the City assists in this matter. The City has instituted a citywide program to assist the residents to remove downspouts from the sewer system. Property owners continue to call the City to participate in this City funded program, and residents continue to pick up the splash blocks from the City free of charge. Sewer separation of public buildings is now complete. The City is continuing to send individual letters to properties adjacent to our ongoing CSO elimination projects and also making a personal effort to remove the downspouts and rain leaders from these properties. The City is continuing to work on a City-wide survey of all properties in regard to downspouts, rain leaders, and yard inlets. A map and data base are being created that will report all downspouts, rain leaders, and yard drains in regard to being connected to a storm sewer, sanitary sewer, or combined sewer. This tool will be very helpful in the elimination of the CSOs. Smoke testing data previously collected is also being integrated into this data base.
  3. The City completed citywide sewer and storm mapping in 2023 to better understand the system as a whole and to better implement our CSO elimination projects.
  4. The City is continually acting to reduce and prevent dry weather sewer overflows by using the sewer camera and jetter truck on known problem areas that may be impounded with tree roots or grease.
  5. In 2009, the City contracted with a consultant, Whitman, Requardt & Associates, to update Frostburg's Long-Term Control Plan. ARC provided the City with \$150,000 in grant funds. CDBG provided the City with \$35,000 in grant funds. The City funded \$115,000 of the project. The total cost for the project was \$300,000. This project consisted of 1) Utility Mapping, 2) Flow Monitoring, 3) Smoke Testing, 4) Permanent CSO Flow Meter Installation, 5) Roof Leader Inspection, 6) Nine Minimum Controls, 7) Priority Project Updates, 8) SSES of the Upper George's Creek Interceptor, 9) Schedule and Cost Data. This project is 100% complete. This LTCP Update was submitted to MDE on July 8, 2010. The LTCP Update has aided in the preliminary and final designs of CSO Phases VII, VIII, and IX. Allegany County assisted and partnered with the City in regard to flow monitoring and

GIS mapping, where were significant parts of the LTCP Update. There are many places in our sanitary system where the County flows into the City's system or vice versa. A bi-agency sewer map has been created as a result of the LTCP Update.

In summary, the City of Frostburg, on all levels of government, is continually working towards minimizing the impact of Frostburg's CSOs and improving the quality of the receiving streams in and around Frostburg. The City of Frostburg's efforts are consistent with the Frostburg CSO Plan and the Nine Minimum Controls of that plan.

The City is striving to do its best in using the guidance of the "Nine Minimum Controls" to reduce CSOs and their effects on receiving waters. As mentioned above, the City has increased its public participation, sampling and monitoring, and is reviewing additional means to implement these measures.

Sincerely,



Hayden Lindsey  
City Engineer/Director of Public Works

# CITY OF FROSTBURG

Monthly Report: Street Department

For the Month of: January 2025

Submitted by: Shane Elliott & Ryan Whitaker

January 1, 2025 – Wednesday – Holiday – New Year’s Day – Called out to salt streets

January 2, 2025 – Thursday

- Picked up garbage route in the center section of town
- Handed out earned meal money to employees
- Marked Miss Utility tickets and checked them off on computer
- Salted west end of town due to icy spots in roadways
- Checked all sewer pumping stations – Worked on troubleshooting issues with Centennial pumping station
- Refilled plow trucks with salt and fuel after use
- Hooked up snow plow to Backhoe
- Removed litter in roadway all throughout center section of town
- Picked up litter on Main Street
- Fueled up backhoe and checked air in all tires
- Contacted Stevens Electric to have phase dropping issue fixed at pump station
- Installed new headlight bulb in loader

January 3, 2025 – Friday

- Picked up garbage route on the east end of town due to holiday
- Checked all sewer pumping stations
- Marked Miss Utility tickets and checked them off on computer
- Installed V plow’s on work trucks in preparation for storm
- Salted streets throughout the day
- Made repairs to salt spreader on Truck 5
- Picked up litter on Main Street and emptied city trash cans where needed
- Cleaned rest room and break room
- Used the one ton dump trucks to salt alleyways throughout the day
- Picked up and disposed of recyclable material at City Hall
- Emptied out shop trash cans and swept garage bays
- Greased auger bearings on all the salt spreader boxes
- Added coolant to Truck 4 and checked all other fluids

**P.2**

January 4, 2025 – Saturday – Called out to plow and salt streets

January 5, 2025 – Sunday – Called out to plow streets

January 6, 2025 – Monday

- Plowed and salted streets throughout the night and through the day
- Welded broken plow rigging on truck #4
- Replaced missing plow rigging bolts on truck #88
- Checked all sewer pumping stations
- Ran V plows through alleyways most of the day
- Picked up Christmas trees around town where visible
- Marked miss utility tickets and checked them in on computer
- Replaced plow marker on truck #6
- Checked and emptied city trash cans where needed on Main Street
- Replace tire chains where needed on all plow trucks
- Used snow pusher to clear parking areas
- Plowed and salted streets into the evening hours

January 7, 2025 – Tuesday

- Picked up garbage route on west end of town
- Attended staff meeting at city hall
- Worked throughout the night plowing and salting streets
- Repaired side mirror on truck #8
- Used v plows to plow all alleyways in town
- Removed litter on Main Street where visible
- Pushed back intersections and parking areas with small plow truck
- Marked miss utility tickets and checked them in on computer
- Checked on a few plowing complaints around town
- Made repairs to tire chains on plow trucks
- Checked all sewer pumping stations
- Refueled plow trucks and other fluids where needed
- Checked damaged street pole complaint
- Worked throughout the evening hours plowing and salting streets

### P.3

January 8, 2025 – Wednesday

- Called in early to plow and salt all city street
- Picked up garbage route on east end of town
- Called to check status of salt orders that hasn't arrived yet
- Marked miss utility tickets and turned them in
- Plowed and salted streets most of the day
- Used wheel loader to pre-mix salt and antiskid
- Checked all sewer pumping stations
- Replaced rear tire on truck #14
- Checked fluids and fueled up all plow trucks
- Used small plow truck to push back parking areas along streets
- Tightened tire chains on truck #8 and #6
- Greased bearings on all the salt augers
- Used the snow pusher to clean off parking lot
- Filled fluids in wheel loader and greased fittings
- Drained water from the diesel safety tanks
- Replaced hydraulic line and fittings on plow truck #4 and filled hydraulic tank
- Took bills to be paid to city hall

January 9, 2025 – Thursday

- Picked up garbage route in center section of town
- Checked all sewer pumping stations
- Plowed and salted city streets and alleyways
- Marked Miss Utility tickets and checked them in on computer
- Replaced a few cross chains on plow trucks
- Checked plow damage complaint
- Removed dead animal in roadway on Armstrong
- Had a surprise visit from MOSH – Had a conference and a walk around to discuss any and all safety issues
- Resalted any areas in need of salting before schools let out
- Used the little plows to push back snow drifts and parking areas along city streets
- Used loader to remove frozen salt and grit piles in from of salt dome
- Checked on sewer odor complaint on First Street
- Pushed back intersections where needed
- Checked status of ash dumpster and cleaned off steps

**P.4**

January 10, 2025 – Friday

- Checked all sewer pumping stations
- Took bills to be paid to city hall
- Marked Miss Utility tickets and checked them in on computer
- Repaired side mirror on plow truck
- Cleaned up around the breakroom & restroom
- Made some welding repairs on plows and plow riggings
- Salted slick spots around town where needed
- Fueled up and checked fluids in all snow removal equipment for the next incoming weather event
- Had OSHA safety meeting with employees
- Emptied out all shop trash cans
- Took damaged plow over to Ruby's for repair
- Started OSHA repair list and picture taking for report

January 11, 2025 – Saturday – Called out to plow and salt streets

January 12, 2025 – Sunday

January 13, 2025 – Monday

- Picked up litter on Main Street
- Called in a diesel fuel order to Southern States
- Picked up supplies from PVIS in Cumberland
- Marked miss utility tickets and checked them in on computer
- Reset traffic barrels on Main Street
- Checked all sewer pumping stations – ran weekly tests on systems
- Picked up Christmas trees around town
- Greased all plow trucks and filled fluids where needed
- Checked and emptied all city trash cans where needed on Main Street
- Ran diagnostics on chevy one ton due to mechanical issues
- Pushed up salt deliveries as they arrived
- Replaced auger, auger motor and bearings on plow truck
- Washed off wheel loader after use
- Picked up supplies from American Rent All and Roadsafe in Cumberland
- Worked on OSHA compliance list

## P.5

January 14, 2025 – Tuesday

- Picked up garbage route on west end of town
- Took invoices to be paid to city hall
- Removed litter on Main Street where viable
- Took one-ton chevy dump truck to Timbrook Chevrolet for mechanical issues
- Salted icy spots around town where needed
- Checked all sewer pumping stations
- Pushed up salt and grit deliveries as they arrived
- Washed inside of cabs of work trucks
- Relocated street signs and posts on Water Street and Mechanic Street
- Unloaded delivery from Beltway International
- Marked miss utility tickets and checked them in on computer
- Picked up a few Christmas trees missed during yesterday's route
- Washed off wheel loader after use
- Plowed back some parking areas where vehicles have moved
- Installed new cutting edge on backhoe snow plow
- Set appointment to have a recall repair made on truck 01
- Called in an order for a skid of cold patch
- Worked throughout evening plowing and salting streets

January 15, 2025 – Wednesday

- Picked up garbage route on east end of town
- Called in early to plow and salt streets
- Removed tree limbs in roadway on First Street
- Worked on mechanical issue on wheel loader
- Marked miss utility tickets and checked them in on computer
- Pushed up salt and grit deliveries as they arrived
- Checked all sewer pumping stations
- Straightened a few bent sign posts around town
- Put in an order to Uline Products
- Worked on plow light electrical issues
- Reloaded all plow trucks after use and filled fluids where needed
- Straightened curb finders on truck #4
- Removed litter and debris from busted garbage bag on Broadway
- Salted alleyways where needed
- Replaced front brakes and rotors on ford one ton dump truck



**P.6**

January 16, 2025 – Thursday

- Picked up garbage route in center section of town
- Straightened barricades that were knocked over at sidewalk closure
- Removed litter on Main Street where visible
- Salted a few spots around town where needed
- Added hydraulic fluid to Backhoe
- Picked up paystubs and bills from city hall
- Checked all sewer pumping stations
- Had Stevens Electric look over OSHA compliance list for any electrical issues
- Marked miss utility tickets and turned them in
- Pushed up deliveries with wheel loader as they arrived
- Checked status of ash dumpster and resituated both sets of steps
- Picked up garbage that was missed during yesterday's route
- Took truck 01 to Timbrook for vehicle recall
- Put away Napa and Uline deliveries
- Washed off wheel loader after use
- Greased fittings on wheel loader and skid steer
- Worked over plowing and salting streets

January 17, 2025 – Friday

- Worked throughout the night plowing and salting streets
- Replaced trip cylinder on snow plow
- Plowed off MDE parking area
- Marked miss utility tickets and checked them in on computer
- Salted a few parking lots
- Installed new plow marker on snow plow
- Checked all sewer pumping stations
- Filled fuel tanks and checked fluids on all snow plowing equipment
- Made repairs to tire chains on all plow trucks
- Checked and emptied city trash cans where needed on Main Street
- Took truck #350 to Garrett Equipment Rentals
- Cleaned the lunch room & rest room
- Picked up truck #01 from Timbrook Chevrolet
- Checked status of plow truck #6 at Truck Enterprise
- Pushed up deliveries as they arrived
- Installed new set of tire chains on truck #8
- Called in to mark emergency miss utility ticket for gas company

## P.7

January 18, 2025 – Saturday

January 19, 2025 – Sunday – Plowed and salted streets

January 20, 2025 – Monday – Holiday – Plowed and salted streets

January 21, 2025 – Tuesday

- Picked up west end of town garbage route
- Took truck #8 to Ruby's for major repairs on bed lift system
- Checked and emptied city trash cans where needed on Main Street
- Worked on mechanical issues on both garbage trucks
- Checked all sewer pumping stations – Ran weekly tests on systems
- Pushed back intersections and salted where needed
- Marked miss utility tickets and checked them in on computer
- Installed new plow foot on truck #88 plow
- Picked up supplies from Ruby's
- Checked on possible water or sewer leak in April Alleyway
- Replaced cutting edge on truck #4
- Put away Kimball Midwest delivery

January 22, 2025 – Wednesday

- Picked up garbage route on east end of town
- Removed dead animal in roadway on Broadway
- Checked all sewer pumping stations
- Dropped off Truck 4 plow to have repaired at Rubys
- Straightened spreader pan on truck #4
- Put away Napa order
- Washed off all work trucks
- Marked miss utility tickets and checked them in on computer
- Pushed up salt deliveries with wheel loader as they came in
- Installed spare snow plow on Truck 4 and adjusted lift chain
- Removed litter on Main Street
- Picked up parts from Carquest

**P.8**

January 23, 2025 – Thursday

- Picked up garbage route in center section of town
- Installed new cutting edge on Truck 350
- Picked up package that was delivered next door
- Washed off several work trucks
- Picked up litter on Main Street
- Took both garbage trucks to landfill
- Marked miss utility tickets and checked them in on computer
- Picked up parts from Frostburg Carquest
- Checked all sewer pumping stations
- Picked up parts from Garrett Equipment
- Removed dead animal in roadway on High Street
- Measured fuel tanks and drained water from safety tank
- Removed debris in roadway on First Street
- Turned in all bills and invoices to be paid at City Hall
- Replaced street sign on Bowery Street

January 24, 2025 – Friday

- Picked up litter on Main Street
- Checked on driveway lip complaint on Washington St.
- Marked Miss Utility tickets and checked them in on computer
- Checked and emptied all City trash cans
- Salted streets around town due to winter weather event
- Cleaned off catch basins all around town
- Rebuilt tire chains and reinstalled on Truck 4
- Picked up Truck 5 from Weimer Chevrolet in Cumberland
- Reinstalled v plow on Truck 5
- Pushed back snow on all streets as vehicles moved
- Installed new blacktop ramp with cold patch

## P.9

January 25, 2025 – Saturday

January 26, 2025 – Sunday

January 27, 2025 – Monday

- Straightened traffic barrels on Main Street
- Took invoices to be paid to city hall
- Checked all sewer pumping stations
- Picked up parts from Carquest
- Emptied city trash cans where needed
- Took garbage truck to Mack garage in Hagerstown for service
- Picked up tree limbs from in front of main entrance
- Marked miss utility tickets and checked them in on computer
- Checked sewer complaint on South Grant Street
- Picked up supplies from Ruby's
- Salted streets in Braddock Estates where water leak was last week
- Installed rear brakes on truck #5
- Patched a few potholes around town with cold patch

January 28, 2025 – Tuesday

- Picked up garbage route on west end of town
- Went to staff meeting at city hall
- Straightened traffic barrels again on Main Street
- Removed litter on Main Street
- Picked up repaired snow plow from Ruby's
- Worked on new budget worksheets
- Picked up tree limbs and litter all over town due to windy conditions
- Checked all sewer pumping stations
- Marked miss utility tickets and checked them in on computer
- Added degreaser to all sewer pumping stations
- Filled holes around town with cold patch
- Worked on sewer issue on Washington Street and ran sewer camera to inspect service line and sewer main
- Ordered parts to repair plow truck #14
- Reinstalled stop sign on McCulloh at Washinton Street

**P.10**

January 29, 2025 – Wednesday

- Picked up garbage route on east end of town
- Investigated sinkhole complaint off of Frost Ave.
- Picked up Truck 01 from Timbrook Chevrolet
- Checked all sewer pumping stations
- Installed new brakes on Truck 45
- Gathered supplies for sewer project from Lowes
- Marked miss utility tickets and checked them in on computer
- Straightened cones at Main St. sidewalk closure after high winds
- Removed litter on Main Street
- Continued working on budget worksheets
- Picked up parts from Frostburg Carquest
- Greased auger bearings on spreader boxes
- Picked up package from City Hall
- Brought back plow after repairs at Shoes Diesel
- Added extra barrel weights from Roadsafe to traffic barrels

January 30, 2025 – Thursday

- Picked up garbage route in center section of town
- Checked all sewer pumping stations
- Washed off wheel loader and greased all fittings
- Marked miss utility tickets and checked them in on computer
- Installed plow makers on snow plow
- Removed litter on Main Street
- Picked up tree limbs and debris in roadway all over town
- Marked an emergency Miss Utility ticket
- Pressure washed all plow trucks and other snow removal equipment
- Straightened a bent sign post on College Avenue
- Checked on sewer issue on Washington Street
- Ran sewer camera to inspect sewer main and service line
- Unloaded a delivery that had arrived
- Remade tire chains for plow trucks
- Washed off all sewer camera equipment after use
- Replaced a few damaged street signs around town

**P.11**

January 31, 2025 – Friday

- Checked and emptied city trash cans where needed
- Installed new valve proportioning valve on Truck 14
- Picked up dead animal in roadway on Main Street
- Had one employee take CDL test at MVA
- Removed litter on Main Street
- Picked up parts from Carquest
- Took invoices to city hall to be paid
- Added hub oil to Truck 4 front axle
- Checked all sewer pumping stations
- Scheduled follow up appointment with OSHA
- Marked miss utility tickets and checked them in on computer
- Cleaned up and removed tree branches from wall on Main St.
- Checked and leveled off ash dumpster
- Had a meeting at City Hall
- Removed litter on city streets all around town
- Checked troublesome sewer line before weekend
- Finished working on budget worksheets

**Official NWS Observations By Dr. Greg Latta,  
Official NWS Observer  
January 2025**

**Temperatures:**

TMax=Maximum temperature between 7 A.M. the previous day and 7 A.M. on the day indicated.

TMin=Minimum temperature between 7 A.M. the previous day and 7 A.M. on the day indicated.

TCur=Current temperature at 7 A.M. on the day indicated.

All temperatures are in degrees Fahrenheit

Month	Day	Year	TMax	TMin	TCur
1	1	2025	48	31	31
1	2	2025	38	23	23
1	3	2025	27	22	23
1	4	2025	30	14	14
1	5	2025	17	8	10
1	6	2025	21	10	15
1	7	2025	20	12	16
1	8	2025	22	14	15
1	9	2025	20	13	13
1	10	2025	19	10	10
1	11	2025	25	9	17
1	12	2025	25	17	22
1	13	2025	32	22	29
1	14	2025	34	8	8
1	15	2025	21	5	6
1	16	2025	17	6	16
1	17	2025	28	15	26
1	18	2025	33	24	31
1	19	2025	39	27	27
1	20	2025	27	7	7
1	21	2025	9	-6	-6
1	22	2025	12	-10	-10
1	23	2025	13	-10	6
1	24	2025	29	6	19
1	25	2025	24	8	9
1	26	2025	34	9	29
1	27	2025	35	20	20
1	28	2025	36	19	28
1	29	2025	39	28	36

1	30	2025	39	27	27
1	31	2025	45	26	36

Section 9, Item A.

### Precipitation Amounts and Current Weather:

RainEq=Rain or rain equivalent of melted snow, sleet, or ice.

SnowEtc=Amount of snowfall between 7 A.M. the previous day and 7 A.M. on the day indicated.

SnowOnGround=Total average amount of snow on the ground at 7 A.M. on the day indicated.

All precipitation amounts are in inches.

0.001 inches=Trace

Current Weather=Current weather at 7 A.M. on the day indicated.

See the chart below for a list of weather codes and their meanings. If more than one code applies the higher code is always used.

Month	Day	Year	RainEq	SnowEtc	SnowOnGround	Current Weather
			X.XX	X.X	X	Weather
1	1	2025	0.350	0.200	T	71
1	2	2025	0.050	0.800	1.000	3
1	3	2025	0.001	0.200	1.000	71
1	4	2025	0.100	2.900	4.000	71
1	5	2025	0.001	0.001	3.000	1
1	6	2025	0.520	4.500	7.000	71
1	7	2025	0.170	2.800	9.000	71
1	8	2025	0.010	0.500	8.000	71
1	9	2025	0.001	0.300	8.000	71
1	10	2025	0.001	0.001	7.000	1
1	11	2025	0.050	0.700	7.000	2
1	12	2025	0.001	0.200	7.000	3
1	13	2025	0.000	0.000	6.000	3
1	14	2025	0.001	0.001	5.000	1
1	15	2025	0.001	0.400	6.000	2
1	16	2025	0.000	0.000	6.000	2
1	17	2025	0.130	2.300	8.000	3
1	18	2025	0.000	0.000	6.000	3
1	19	2025	0.001	0.000	5.000	71
1	20	2025	0.230	4.100	9.000	2
1	21	2025	0.000	0.000	9.000	1
1	22	2025	0.000	0.000	8.000	1
1	23	2025	0.000	0.000	8.000	1
1	24	2025	0.001	0.100	7.000	71
1	25	2025	0.001	0.001	7.000	1
1	26	2025	0.001	0.001	7.000	3
1	27	2025	0.000	0.000	7.000	1



1	28	2025	0.000	0.000	5.000	2
1	29	2025	0.000	0.000	5.000	1
1	30	2025	0.000	0.000	3.000	1
1	31	2025	0.030	0.000	3.000	61

Section 9, Item A.

## Current Weather codes:

- 01 Clear Sky (few or no clouds)
- 02 Partly Cloudy
- 03 Mostly Cloudy/Cloudy (little or no blue sky or stars)
- 04 Smoke (resulting from forest fires)
- 05 Haze
- 07 Dust and/or Sand raised by the wind
- 10 Light fog (visibility greater than 1/2 mile)
- 13 Lightning (with no thunder heard)
- 17 Thunderstorm (with no rain or snow)
- 45 Fog (visibility less than 1/2 mile)
- 51 Drizzle (light)
- 53 Drizzle (moderate)
- 55 Drizzle (heavy)
- 61 Rain (light)
- 63 Rain (moderate)
- 65 Rain (heavy)
- 66 Rain (freezing)
- 68 Rain and Snow Mixed
- 71 Snow (light)
- 73 Snow (moderate)
- 75 Snow (heavy)
- 79 Sleet
- 80 Rain Showers
- 83 Mixed Showers of Rain and Snow
- 85 Snow Showers (light)
- 86 Snow Showers (moderate or heavy)
- 89 Hail (no thunder heard)
- 93 Thunderstorm with Rain
- 94 Thunderstorm with Snow
- 95 Thunderstorm with Rain and Snow
- 96 Thunderstorm with hail smaller than dime sized
- 97 Thunderstorm with heavy rain and/or heavy snow
- 99 Thunderstorm with hail larger than a dime

**Other Observations:**

A "1" indicates that the condition occurred somewhere between 7 A.M. the previous day and 7 A.M. on the day indicated.

Month	Day	Year	Fog	Ice	Glaze	Thunder	Hail	Damaging
				Pellets				Winds
1	1	2025	0	0	0	1	1	0
1	2	2025	0	0	0	0	0	0
1	3	2025	0	0	0	0	0	0
1	4	2025	0	0	0	0	0	0
1	5	2025	0	0	0	0	0	0
1	6	2025	0	0	0	0	0	0
1	7	2025	0	0	0	0	0	0
1	8	2025	0	0	0	0	0	0

Section 9, Item A.

1	9	2025	0	0	0	0	0	0
1	10	2025	0	0	0	0	0	0
1	11	2025	0	0	0	0	0	0
1	12	2025	0	0	0	0	0	0
1	13	2025	0	0	0	0	0	0
1	14	2025	0	0	0	0	0	0
1	15	2025	0	0	0	0	0	0
1	16	2025	0	0	0	0	0	0
1	17	2025	0	0	0	0	0	0
1	18	2025	0	0	0	0	0	0
1	19	2025	0	0	0	0	0	0
1	20	2025	0	0	0	0	0	0
1	21	2025	0	0	0	0	0	0
1	22	2025	0	0	0	0	0	0
1	23	2025	0	0	0	0	0	0
1	24	2025	0	0	0	0	0	0
1	25	2025	0	0	0	0	0	0
1	26	2025	0	0	0	0	0	0
1	27	2025	0	0	0	0	0	0
1	28	2025	0	0	0	0	0	0
1	29	2025	0	0	0	0	0	0
1	30	2025	0	0	0	0	0	0
1	31	2025	0	0	0	0	0	0

**RESOLUTION 2025-07**

**A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING AN ENGAGEMENT WITH MCGUIREWOODS LLP FOR BOND COUNSEL SERVICES ASSOCIATED WITH A WATER QUALITY LOAN THROUGH THE MARYLAND DEPARTMENT OF THE ENVIRONMENT.**

**WHEREAS**, the City of Frostburg has undertaken a 20 year, over \$25 million commitment to eliminate Combined Sewer Overflows (CSO’s); and,

**WHEREAS**, the City has developed plans and specifications for the Phase X-B and X-C CSO Project, and the additional phases of the project will require financing through a loan; and,

**WHEREAS**, staff have recommended engaging McGuireWoods LLP to provide bond counsel services on an hourly basis to assist with securing a water quality loan through the Maryland Department of the Environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Frostburg Mayor and City Council hereby approve the engagement with McGuireWoods LLP for bond counsel services, in an amount not to exceed \$50,000.00, based on the hourly rates outlined in the attached engagement letter, and further authorize the Mayor and Acting City Administrator to sign the related documents.

**ADOPTED** this 18<sup>th</sup> day of February, 2025.

Frostburg Mayor and Council

BY \_\_\_\_\_  
Todd J. Logsdon, Mayor

Attest:

\_\_\_\_\_  
Lydia Claar, Acting Deputy City Administrator

February 10, 2025

**VIA E-MAIL**

Todd Logsdon, Mayor  
City of Frostburg  
37 S. Broadway  
Frostburg, Maryland 21532

Hayden Lindsey, Acting City Administrator  
City of Frostburg  
37 S. Broadway  
Frostburg, Maryland 21532

Re: 2025 MDE Financing (the “Matter”)

Dear Mr. Logsdon and Mr. Lindsey:

We appreciate The City of Frostburg (“Client”) selecting McGuireWoods LLP (“McGuireWoods”) as your legal counsel in connection with the Matter. This letter, along with the attached McGuireWoods Standard Engagement Terms (dated 1 January 2023), state the terms of our engagement (“Engagement Agreement”), unless we mutually agree on different terms and confirm them in writing. Please review this letter and the attached terms, and contact me if you have any questions about the Engagement Agreement.

1. **Nature and Scope of Services.** In the Matter, McGuireWoods will represent Client in connection with serving as bond counsel to City of Frostburg in connection with a taxable water quality loan from Maryland Department of the Environment.

Unless the previous paragraph limits the scope of our engagement, McGuireWoods will perform all services reasonably associated with our work on the Matter. If Client asks us to expand the scope of our work, and McGuireWoods agrees in writing to the expanded scope of work, the terms set out in the Engagement Agreement will apply to our work.

Unless such services are specifically mentioned above, our work on the Matter will not include (a) tax advice or (b) advice on any disclosure obligations, including those imposed by federal securities law.

2. **Conflicts of Interest.** We did not identify any conflicts of interest that would prevent McGuireWoods from representing Client in the Matter.

Three sections of the Standard Engagement Terms – Consent to Representing Adverse Parties in Unrelated Matters; Consent to Representing Other Clients Adverse to Client; and Competing Client

Interests – confirm your prospective consent to certain future conflicts of interest. These provisions require no additional notice to you in the event we choose to rely on such prospective consents.

3. **Fees for Our Services.** Our fees are based on current hourly billing rates, which we usually adjust annually, of the lawyers and other timekeepers who work on the Matter. These rates vary depending on our lawyers’ experience and expertise. We will notify you when we adjust our billing rates, which currently range from \$665 for new associates to \$1,680 for senior partners. We will provide a 15% discount on the hourly rates of our attorneys and professionals who work on your matter. The current rates for the people who will likely work on the Matter are:

	<u>Standard Rate</u>	<u>Discounted Rate</u>
Anna C. Horevay, Partner	\$1,150.00	\$977.50
Clint Randolph, Counsel	\$1,070.00	\$909.50
Barbara Funk, Paralegal	\$425.00	\$361.25

4. **Additional Terms.** The attached Standard Engagement Terms set out additional terms that govern McGuireWoods’ representation of Client in the Matter. Those terms are part of the Engagement Agreement. Please review them carefully and contact me if you have any questions or concerns.

5. **Acceptance of Terms.** Please sign and return a copy of this letter to confirm your acceptance of the Engagement Agreement for the Matter.

McGuireWoods is pleased Client has selected us to serve as counsel. We look forward to serving and working with Client. Please contact me promptly if the Engagement Agreement does not set forth your understanding of the scope and terms of our engagement, and feel free to call me in the future if you have any questions or concerns.

Sincerely,

**McGuireWoods LLP**

By: Anna C. Horevay  
Anna C. Horevay, Partner

By executing this letter, I represent and warrant that I am duly authorized on Client’s behalf in my representative capacity to do so, and I confirm that the Engagement Agreement accurately states the terms upon which Client has retained McGuireWoods in the Matter, and Client understands and agrees to be bound by those terms.

**The City of Frostburg**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Todd Logsdon, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hayden Lindsey, Acting City Administrator

## **Who McGuireWoods Represents**

Our attorney-client relationship is limited to the person or entity identified in the attached engagement letter. McGuireWoods does not represent any other person or entity in the Matter unless we agree in writing to such representation.

That means, absent a written agreement to the contrary, if Client is a corporate entity or any other type of organization, we do not represent any of your parent entities, subsidiaries, affiliates, employees, members, officers, directors, shareholders, or partners in the Matter. Similarly, if Client is an individual, we do not represent any of your family members.

Because McGuireWoods does not represent any entity other than Client, we may represent other clients in matters unrelated to the Matter, including litigation, where our clients are adverse to persons or entities that are affiliated with you, without obtaining Client consent.

## **New Affiliations**

If Client becomes affiliated with another company via acquisition, merger, or other transaction, you will promptly notify us of the change so that we can assess whether the new affiliation creates any conflicts of interest for McGuireWoods or a situation where we may choose to no longer represent you. Our representation of Client cannot be assigned to a new entity without McGuireWoods' written consent.

## **Cooperation**

Client must disclose all facts of which you are aware and keep us advised of all developments relating to the Matter for McGuireWoods to represent Client effectively. We will contact Client at the most recent mailing and electronic addresses you provide. You agree to advise us of any changes to your contact information. If

Client is an organization, you also agree to advise us of any changes in your organizational structure, and when necessary, provide contact information for your successor.

We will keep you informed about the status of the Matter and answer any questions you may have.

## **Confidentiality**

McGuireWoods will not provide Client with any confidential information about our other clients, even if that information could be beneficial to you in the Matter. We will not provide Client's confidential information to any of our other clients.

## **Usage of Cloud Services**

McGuireWoods may use cloud services to transfer and store electronic data, including emails and documents containing confidential information. McGuireWoods evaluates third-party service providers that have access to confidential client information and requires their adherence to (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data, and (ii) applicable data protection laws. Cloud service providers the firm uses operate under service agreements that impose safeguards consistent with our legal and ethical obligations.

Although use of cloud technology creates a risk that unauthorized parties may access confidential information, Client agrees that the benefits of using cloud technology outweigh the risks of a breach of a cloud service provider's data environment resulting in the unauthorized disclosure of confidential information. Client consents to McGuireWoods using cloud services and agrees to hold McGuireWoods harmless from any breach of a cloud service provider's data environment resulting from actions or circumstances that are not within

McGuireWoods' direct control.

McGuireWoods has a secure, encrypted file transfer system and a secure extranet that facilitate safely storing and sharing information between Client and the firm. If Client requires McGuireWoods to use a cloud service that the firm normally eschews (due to data security concerns) to store, share or exchange documents or other information generated or exchanged in the course of the Matter, McGuireWoods assumes no responsibility for the security of the data or the provider's security standards.

Client understands that encryption keys held by cloud service providers give them full access to data stored on their platforms, and that cloud services providers may be legally compelled to produce Client data to government agencies pursuant to "blind subpoenas," with no notice to Client or McGuireWoods.

## **Outside Contractors and Service Providers**

McGuireWoods may use outside contractors and service providers to assist with certain areas of our practice and operations. For example, McGuireWoods may use consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, litigation support, courier services, and temporary or contract attorneys and paralegals. McGuireWoods may also employ service providers with special expertise in information technology, hardware and software systems, law firm practice management, accounting and financial matters, and electronic billing.

In the course of their work, some outside contractors and service providers may have access to confidential client and firm information. If that is the case for the Matter, the third-party service providers will operate under service agreements that are consistent with our legal and ethical obligations.

## **Consent to Representing Adverse Parties in Unrelated Matters**

You consent in advance to McGuireWoods accepting matters for parties whose interests are adverse to yours where the matters are unrelated to the work we do for you and do not involve you as a party. More specifically, if we are representing you in a matter adverse to a party that wishes to retain us to represent it in an unrelated transaction or litigation to which you are not a party, you consent in advance to McGuireWoods accepting that engagement. Of course, we will continue to protect the confidentiality of your information.

## **Consent to Representing Other Clients Adverse to Client**

In addition, McGuireWoods may be asked to represent other clients (meaning both existing clients and future clients) that may be Client's direct competitors or have business and legal interests that are contrary to your interests.

These clients may hire McGuireWoods for matters including, but not limited to, transactions, regulatory matters, lawsuits, and other dispute resolution proceedings. In these matters, our other client's interests may be or potentially may become directly adverse to your interests.

As a condition of our representation of Client in the Matter, you consent in advance to our representation of other clients in matters like the ones described in the previous paragraph, provided that the matter is unrelated to matters in which we represent you.

Obtaining a prospective consent from our clients helps McGuireWoods preserve our ability to represent a wide range of individuals and entities, including Client, and through these representations develop broad legal expertise. In connection with the

prospective consent, Client understands and agrees to the following:

1. You will not use any matter we handle for you to assert a conflict of interest or to otherwise seek to disqualify McGuireWoods from any matter adverse to you, provided that the matter is not related to work we have done for you.
2. You waive any conflict of interest that may exist and any other basis that may be used to disqualify McGuireWoods in such a matter.
3. McGuireWoods has given you the opportunity to consult with other counsel about this consent.
4. Your consent to our representation of other clients adverse to you on the terms set out above is voluntary and informed.
5. You intend for this consent to be enforceable and understand that McGuireWoods may rely upon it.

### **Competing Client Interests**

Our clients sometimes compete for the same assets (e.g., in the auction of a company). If the Matter involves this type of situation, you consent to our representation of other clients (i.e., competing bidders or purchasers) in the same matter.

Similarly, we may represent another client in obtaining patents or other intellectual property rights that may affect your interests, even though you are not involved directly in the matter as an adverse party. You consent to our handling such matters without disclosure to you, and you agree that you will not use our representation of you as a basis to seek disqualification of McGuireWoods from such a matter.

In situations like the ones described in the preceding two paragraphs, McGuireWoods will create separate teams for Client and each other client and will establish an “ethics screen” to prevent the exchange of

confidential information among the teams. Our duty of confidentiality may prevent us from identifying our other clients for you or disclosing your identity to our other clients.

### **McGuireWoods Consulting, LLC**

McGuireWoods Consulting, LLC (“MWC”) is a wholly owned subsidiary of the McGuireWoods law firm. MWC provides non-legal services, including government and public affairs, advocacy communications, infrastructure and economic development, and other strategic consulting services. MWC does not practice law. This engagement for legal services does not include MWC’s services or create a client relationship with MWC. If you choose to hire MWC, a separate engagement agreement with MWC will be established. You are not required to hire the McGuireWoods law firm to obtain MWC’s services, or vice versa. You acknowledge that you are not represented by MWC in the Matter, and you consent to MWC’s representation of other persons and entities on legislative, administrative, or other matters within MWC’s consulting purview that may adversely affect your interests, directly or indirectly, but are unrelated to the Matter.

### **Lobbying**

If any legal work provided by the McGuireWoods law firm is considered lobbying under U.S. federal or state laws, we may have certain registration and reporting duties about our activities on your behalf. We will bill you for the time spent preparing and filing any required reports.

### **Insurance Coverage**

You may have insurance coverage that is relevant to the Matter. Contact your insurance carrier to explore potential coverage for any claim or potential claim that may be involved in the Matter.



Unless we agree in writing to do so, McGuireWoods will not advise you on the availability of insurance coverage or indemnification from other parties for the fees, costs, and expenses related to the firm's work on the Matter.

If an insurance company pays your fees, costs, and expenses related to the Matter, you agree to pay any difference between what the insurer agrees to pay McGuireWoods, and the total amount due under the fee and payment terms described in the Engagement Agreement.

### **HIPAA**

If you are a "covered entity" (as defined by the Health Insurance Portability and Accountability Act ("HIPAA")) and our services will require the use of any protected health information, you should notify us before sending or discussing such information. Our standard practice is to execute a business associate agreement to comply with your obligations under HIPAA as a covered entity and our obligations as a business associate.

### **Marketing**

McGuireWoods shares transactional matter information with aggregators, legal directories, and rating services such as Bloomberg, Thomson Reuters, and Chambers and Partners. This is limited to high-level information regarding transactions, including identification of the parties involved. Those entities use such information in their league tables and rankings and for other similar purposes. We may also use such high-level information in firm marketing materials, such as "tombstones" and website experience descriptions. (We will provide samples of such materials and submissions upon your request.)

Unless you tell us otherwise, we may use information relating to transactions in which McGuireWoods has represented you for these limited purposes. In addition, you have our permission to identify McGuireWoods

and our lawyers in press releases and other announcements regarding transactions in which the firm represents you.

### **Costs and Expenses**

In addition to fees for the legal services described in the attached letter, McGuireWoods will charge you for all costs and expenses associated with our provision of services in the Matter. These charges may include, but are not limited to, travel expenses, delivery and courier services, photocopying, express mail, air courier services, online legal research, staff overtime, document reproduction, and court fees, and outside contractor and service provider costs and expenses related specifically to the Matter.

Unless Client makes special arrangements with McGuireWoods, Client is responsible for paying bills from outside contractors and service providers related to the Matter. McGuireWoods may instruct them to bill you directly for their services. Unless otherwise agreed, outside contractors and service providers are deemed to be directly engaged by Client even if their bills or invoices are addressed to McGuireWoods. If outside contractors or service providers send bills or invoices to us, we will re-direct them to you for payment. McGuireWoods may elect to pay some outside bills or invoices not exceeding \$1,000.00 or delay payment until you have reimbursed us. Client agrees to pay invoices for costs and expenses promptly upon receipt, and further agrees that while McGuireWoods is acting as the Client's counsel, we have the authority to use our best judgment in authorizing such expenditures.

Ediscovery services, if requested by Client, will be billed to Client by the hour as legal services at an agreed-upon rate. McGuireWoods will also bill Client directly for litigation support and technology services that Client engages the firm to provide in connection with the

Matter. Litigation support services may include database creation, as well as data review, storage, and retrieval. Technology services may include using data analytics and other data science techniques to extract knowledge and insights from data, creating dashboard platforms or using collaboration service platforms. Costs incurred for litigation support and other technology services provided by McGuireWoods will be billed by the hour. McGuireWoods may also bill Client pass-through expenses associated with the firm's use of technology licensed by third parties.

## **Billing**

We will keep accurate records of the time we devote to the Matter, including, but not limited to, conferences, negotiations, preparation of correspondence, factual and legal investigation, research and analysis, document preparation and revision, court appearances, travel on your behalf, and other Matter-related tasks. We record time in tenths of an hour, and our monthly billing statements will itemize the time devoted to the Matter as well as fees, costs, and expenses.

## **Payment Terms**

Our statements are due within 30 days after receipt, unless we enter into a written agreement providing a different term. Except in those instances in which we agree to a written contingent fee arrangement, the payment of our fee is not dependent upon the successful outcome of a matter.

Occasionally, clients have difficulty making timely payments. To avoid unfairly burdening other clients who pay amounts due in a timely manner with higher fees reflecting the costs we incur as a result of delinquent accounts receivable, McGuireWoods may assess a monthly service charge of 1 percent on unpaid balances, where allowed by law.

## **Audit Response Letters**

If Client hires an accountant to audit its financial statements, the accountant may want McGuireWoods to provide a written description of pending or threatened claims or lawsuits to which we have given substantive attention on Client's behalf. Audit requests are typically conveyed in a form letter the accountant asks you to send us. Even if such requests do not implicate our work for Client on the Matter, we will bill you for our services in responding to the requests on your behalf in accordance with the billing and payment provisions for the Matter.

## **Production of Client Information**

Client agrees to compensate McGuireWoods at our normal hourly rates, plus costs and expenses, for work done by the firm or its outside counsel where (1) McGuireWoods is requested or authorized by you or your authorized successor, or required by government regulation, subpoena or other legal process, to produce information or our personnel as witnesses with respect to our work for you in the Matter; (2) McGuireWoods is not a party to the proceeding in which the information is sought; and (3) the request for information arises out of or in connection with our work for you in the Matter. This obligation applies even if our representation of you has ended.

## **Termination**

Our attorney-client relationship with respect to the Matter will terminate without further notice when we complete the services for which you have retained us in the Matter.

You may terminate our representation of you at any time by notifying us in writing. Termination of our services will not affect your responsibility (1) to pay McGuireWoods' fees for services rendered and costs and expenses incurred before the engagement was terminated, and (2) when necessary, to

facilitate an orderly transition of your matter to new counsel.

Subject to applicable law and rules of professional conduct, McGuireWoods may terminate our representation of you during the Matter if you do not pay fees, costs, and expenses in a timely manner. We also reserve the right to withdraw from our representation of you as required or permitted by the applicable rules of professional conduct upon written notice to Client. If we terminate the representation, we will take reasonable steps to protect Client's interests in the Matter. Client agrees to take all action necessary to end the representation, including executing any documents necessary to perfect our withdrawal as your counsel. For example, if a court or other adjudicator requires permission for withdrawal, we will promptly request such permission, and Client agrees not to oppose our request.

### **Post-engagement Responsibility**

After completion of our engagement, changes may occur in applicable laws and regulations that could affect your rights and liabilities. Unless Client specifically re-engages McGuireWoods after completion of our engagement in the Matter to provide additional advice on such issues, McGuireWoods has no continuing obligation to advise you on any future legal developments that may pertain to the Matter.

### **Subsequent Matters**

If McGuireWoods agrees to handle additional matters for Client in the future, and McGuireWoods does not propose new engagement terms, the Engagement Agreement will apply to the new representations, except for terms relating to the nature and scope of services to be provided, and conflicts of interest, which will be separately addressed.

### **Record Retention**

At the conclusion of the Matter, we will return to you any records that you or your authorized successor specifically request us, in writing, to return. McGuireWoods may keep copies of records we return in accordance with our then-current record retention policy and the applicable rules of professional conduct.

When we close a completed matter, the firm discards duplicate documents and other inconsequential materials. Although our record retention policy is subject to change, we currently store hard copy and electronic records for seven years after we close a matter in accordance with our internal procedures. After seven years, or the period established by the firm's then-current record retention policy, stored records may be destroyed, with no further notice to you, except for records of continuing significance, such as wills, bonds, and stock certificates. Upon receipt of a written request from you or your authorized successor, McGuireWoods will return or transfer your records at any time before they are destroyed.

### **Opinions**

Any opinion we offer about the outcome of the Matter is an expression of our legal judgment, not a promise or guarantee. Our opinion is limited by our factual knowledge and is based on current law when the opinion is provided.

### **Indemnity**

Client understands and agrees that McGuireWoods will not provide any contractual indemnity to Client or any Client affiliate; local or co-counsel; consultant or expert witness; outside vendor, contractor or service provider; or any other third party in connection with the Matter.

## **Severability**

If any term of the Engagement Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent it is invalid, illegal, or unenforceable. All other terms will remain in full force and effect. To the extent permitted and possible, an invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term.

## **Internal Legal Advice**

During our representation of you, our lawyers may have questions about their legal and ethical obligations. These lawyers may seek advice from our internal counsel, including lawyers in our Office of General Counsel and other lawyers who assist the Office of General Counsel and do not work on the Matter.

You agree that:

1. For the purpose of seeking advice, we may disclose your confidential information to our internal counsel.
2. You waive any conflicts of interest that could arise when one or more of our internal counsel address issues concerning you and any other current clients of the firm.
3. Any advice given by such counsel will be protected by the firm's attorney-client privilege, both during and after our representation of you.

## **Notice for Texas Matters**

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Call 1-800-932-1900 for more information. In addition,

McGuireWoods subscribes to the professionalism principles contained in the [Texas Lawyers' Creed](#).

## **Notice for California Non-Contingency Matters**

Upon request by Client, McGuireWoods shall provide a bill to Client no later than 31 days following the date the most recent bill was provided. The Client may make similar requests at intervals of no less than 30 days following the initial request. In responding to Client requests for billing information, McGuireWoods may use billing data that is currently effective on the date of the request, or, if any fees or costs to that date cannot be accurately determined, they shall be described and estimated.

## **Advice of Other Counsel**

You understand that the Engagement Agreement is legally binding. You have the right, and have had a reasonable opportunity, to ask another lawyer to review and advise you about the advisability of accepting the terms of the Engagement Agreement, including but not limited to the scope of the engagement; fee, cost and payment provisions; and the consents requested and provided.

## **Entire Agreement**

The attached letter and these Standard Engagement Terms constitute the Engagement Agreement between McGuireWoods and Client regarding the Matter. You acknowledge that there are no other agreements (either oral or written) with McGuireWoods regarding the Matter. No additional terms, or modification or waiver of any previously agreed upon terms, are valid unless agreed to in writing by both McGuireWoods and Client.

**RESOLUTION 2025-08**

**A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING AN AGREEMENT WITH SERVLIN TO OFFER LEAK PROTECTION INSURANCE TO RESIDENTIAL CUSTOMERS.**

**WHEREAS**, the City of Frostburg currently offers a residential leak adjustment for water and sewer bills in accordance with established criteria; and,

**WHEREAS**, the City recognizes the need to provide a protection option for residential customers against the financial burden of unexpected leaks; and,

**WHEREAS**, the City has determined that offering leak protection insurance, through an agreement with ServLine, would provide a more comprehensive solution for its residential customers, and would help reduce the administrative burden associated with managing this program internally; and,

**WHEREAS**, the City intends to discontinue the current leak adjustment coverage for residential customers and replace it with the new leak protection insurance program through ServLine effective July 1, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the Frostburg Mayor and City Council hereby approve the agreement with ServLine to offer leak protection insurance to residential customers on an opt-out basis at a monthly rate of \$1.70 per unit, and further authorize the Acting City Administrator to sign the related documents.

**ADOPTED** this 18<sup>th</sup> day of February, 2025.

Frostburg Mayor and Council

BY \_\_\_\_\_  
Todd J. Logsdon, Mayor

Attest:

\_\_\_\_\_  
Lydia Claar, Acting Deputy City Administrator



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# PROPOSAL

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## SERVLINE UTILITIES PROTECTION

*We pay for high water bills caused by customer leaks*

HOMESERVE USA  
7134 Lee Highway, Chattanooga, TN 37421  
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

### CITY OF FROSTBURG

37 S. Broadway, PO BOX 440  
Frostburg, MD 21532

Proposal Issued: February 10, 2025

Proposal Valid:  
30 Days from Issue Date

*This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe Insurance Agency Corp., a licensed Insurance agency. ServLine is a registered trademark.*

**CITY OF FROSTBURG**

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

**DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE**

- Financial Strain
  - Administrative *and* Customer Burden
  - Issues to Undermine Public Perception
- .....

**MEET SERVLIN BY HOMESERVE**

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

CITY OF FROSTBURG - CURRENT LAP

SERVLIN LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY

1 Occurrence/ 48-months  
1 Billing cycle allowed per occurrence

BENEFIT FREQUENCY

1 Occurrence/ 12-months  
2 Consecutive billing cycles allowed per occurrence  
*Ex. 1 billing cycle (month bill), 2 billing cycles (months)*

BENEFIT QUALIFIER

Refer to Ordinance 2024-03, Sec. 6-7.

BENEFIT QUALIFIER

2X Average Bill

ADDITIONAL COVERED BENEFITS

Refer to Ordinance 2024-03, Sec. 6-7.

ADDITIONAL COVERED BENEFITS

Dripping/ Leaking Faucets  
Running Toilets/ Commodes  
Water Heaters  
Unattended Homes  
Faulty Customer Plumbing





CITY OF FROSTBURG

PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

City of Frostburg is changing our Leak Adjustment Policy effective DATE 1, 2025. The following are qualifications for leak adjustments for the City of Frostburg:

1. It is the customer's responsibility to keep their plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) consecutive billing cycles per occurrence during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
  - a. Residential Customers who do not have their own water meter.
  - b. Commercial or Industrial Customers.
  - c. Premises left or abandoned without reasonable care for the plumbing system.
  - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
  - e. Negligent acts such as leaving water running.
  - f. Excess water charges not directly resulting from a qualifying plumbing leak.
  - g. Filling of swimming pools or leaks in swimming pools.
  - h. Watering of lawns or gardens.
  - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to City of Frostburg's chosen protection limit less the customer's average bill.
6. The City of Frostburg shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must have leak repaired before an adjustment will be made and may be requested to present proof of repair. (i.e. copy of invoice for materials or bill from plumber)
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Frostburg ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2025.





## LEAK PROTECTION PROGRAM

*Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.*



# WATER & SEWER LEAK PROTECTION COMBINED

Limit of Protection	Residential Monthly Rate
\$500 (Per Occurrence)	\$ 1.55
\$1,000 (Per Occurrence)	\$ 1.70
\$2,500 (Per Occurrence)	\$ 2.05

Deductible  
Reporting Conditions  
Reporting & Adjustment Period

Waived  
Customer Schedule  
Monthly

### Special Terms and Conditions

- Coverage will be designed to reflect City of Frostburg's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$5.00 per unit
  - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

*Note: Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.*





**APPENDIX**



# LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**  
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer’s side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility’s newly established Leak Protection Guidelines.
- **Sewer Leak Protection**  
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer’s point of responsibility. Developed in cooperation with ServLine and set according to the Utility’s newly established Leak Protection Guidelines.
- **Residential**  
Residential is defined as 2” meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**  
Commercial is defined as 2” meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.  
Single Occupancy - Building has one business occupying space.  
Multiple Occupancy - Building has more than one business occupying space.
- **Master-Metered Habitational**  
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**  
**Residential Farm:** Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.  
**Commercial Farm:** Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.
- **Rates w/ Data**  
The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.
- **Leak Protection Program**  
The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.



# SUMMARY FOR LEAK PROTECTION PROGRAM

## BILLING

Agency Monthly Reporting

## PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payments and Customer Service

## TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.  
Claims volume is due to change with seasons or other unforeseen events.  
Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.  
Example: Participating customers for month of January would be due no later than February 15th.  
Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.  
All rates are per participating customer per month.*

## THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

## DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.



## SERVICE LINE PROTECTION PLAN HIGHLIGHTS

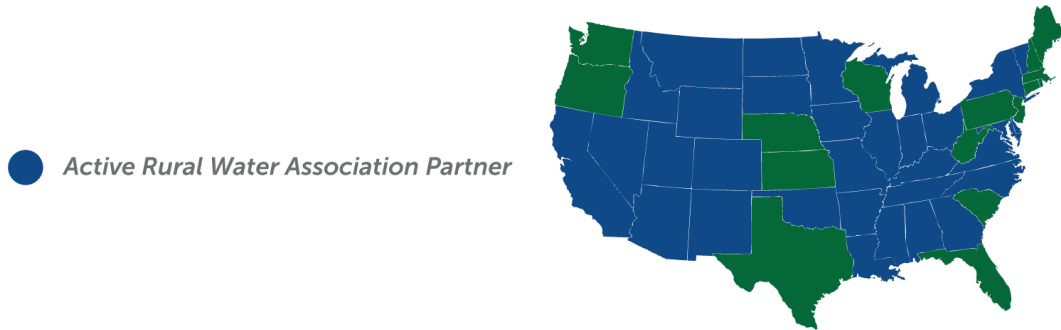
- Off-bill. Billing for these products is handled directly between HomeServe and the customer
- No cost to the utility
- Educates customers/homeowners on their responsibilities regarding their private service lines
- Allows customers/homeowners to opt-in to the specific products they want
- 24/7/365 customer support
- One-call solution to file a claim. No paperwork, or forms, to fill out to file claims
- A national network of vetted, licensed, local area contractors is utilized to make the repairs
- No service charges, deductibles, reimbursements, or out of pocket costs.
- Affordable rates and multiple payment methods
- Plans pay contractors directly for covered work performed
- Provides peace of mind for homeowners
- Service Line Protection Plans are endorsed by the National League of Cities as well as multiple state municipal leagues





ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWAU), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), (Nevada Rural Water Association (NvRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).



INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, Inc.





# THANK YOU



**RESOLUTION 2025-09**

**A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, AUTHORIZING A SOLE-SOURCE PURCHASE FROM KAUFFMAN METALS FOR A METAL BUILDING KIT.**

**WHEREAS**, the City of Frostburg has been collaborating with the Frostburg Food Pantry to identify a new, suitable location for their operations; and,

**WHEREAS**, the City of Frostburg has purchased a vacant parcel of land (Map 201, Parcel 480D) from the property owners and intends to use the property to construct a new facility for the Frostburg Food Pantry, including the purchase of a metal building kit; and,

**WHEREAS**, the City has solicited quotes from two local design-build companies, both of which submitted excellent proposals. After reviewing the proposals, the City Engineer recommends Kauffman Metals as the preferred vendor for this project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of Frostburg, Maryland, hereby authorize the sole-source purchase of a metal building kit from Kauffman Metals, in the amount of \$44,402.40, and further authorize the Acting City Administrator to sign the related documents.

**ADOPTED** this 18<sup>th</sup> day of February, 2025.

Frostburg Mayor and Council

BY \_\_\_\_\_  
Todd J. Logsdon, Mayor

Attest:

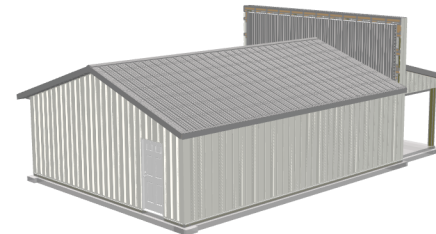
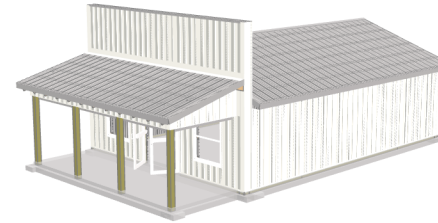
\_\_\_\_\_  
Lydia Claar, Acting Deputy City Administrator

# Summary Sheet

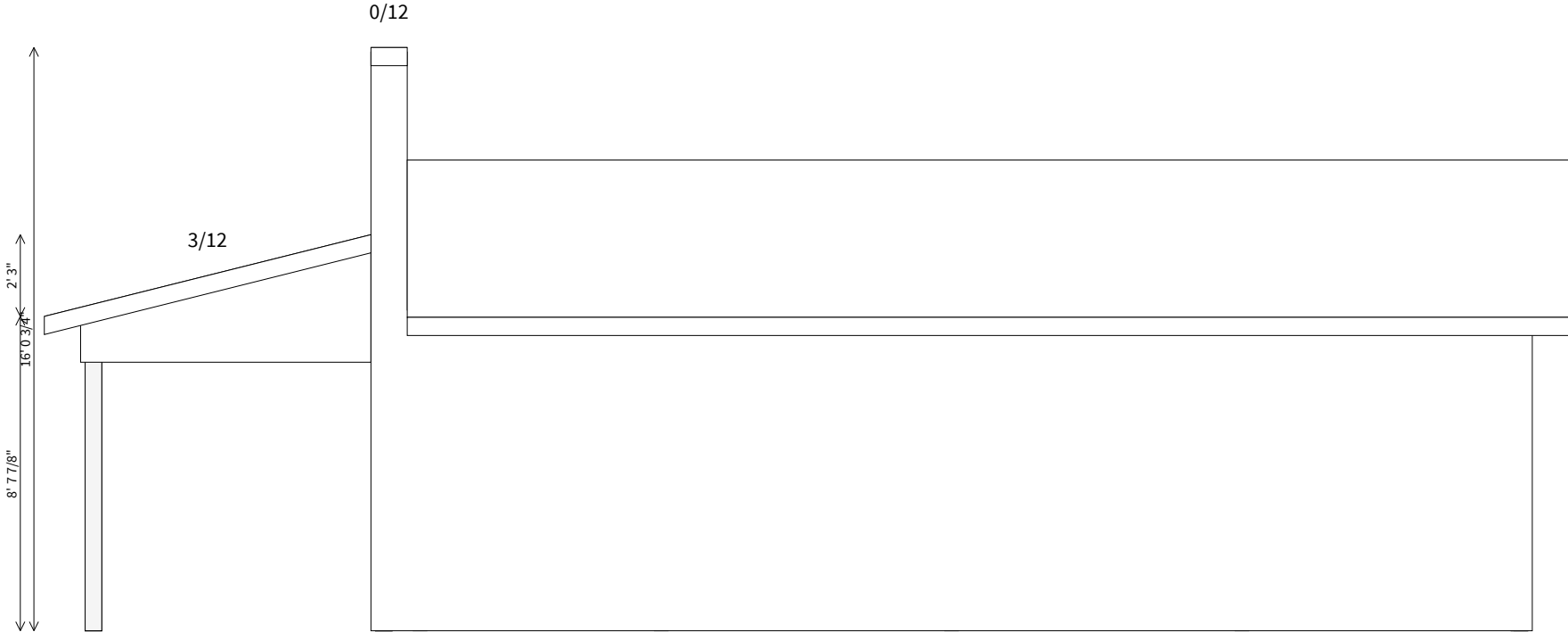
Section 11, Item C.

Summary	
Width	24'
Length	31'
Ceiling Height	8'
Slab Depth	0' 4"
Overhangs	1'
Roof Pitch	4/12

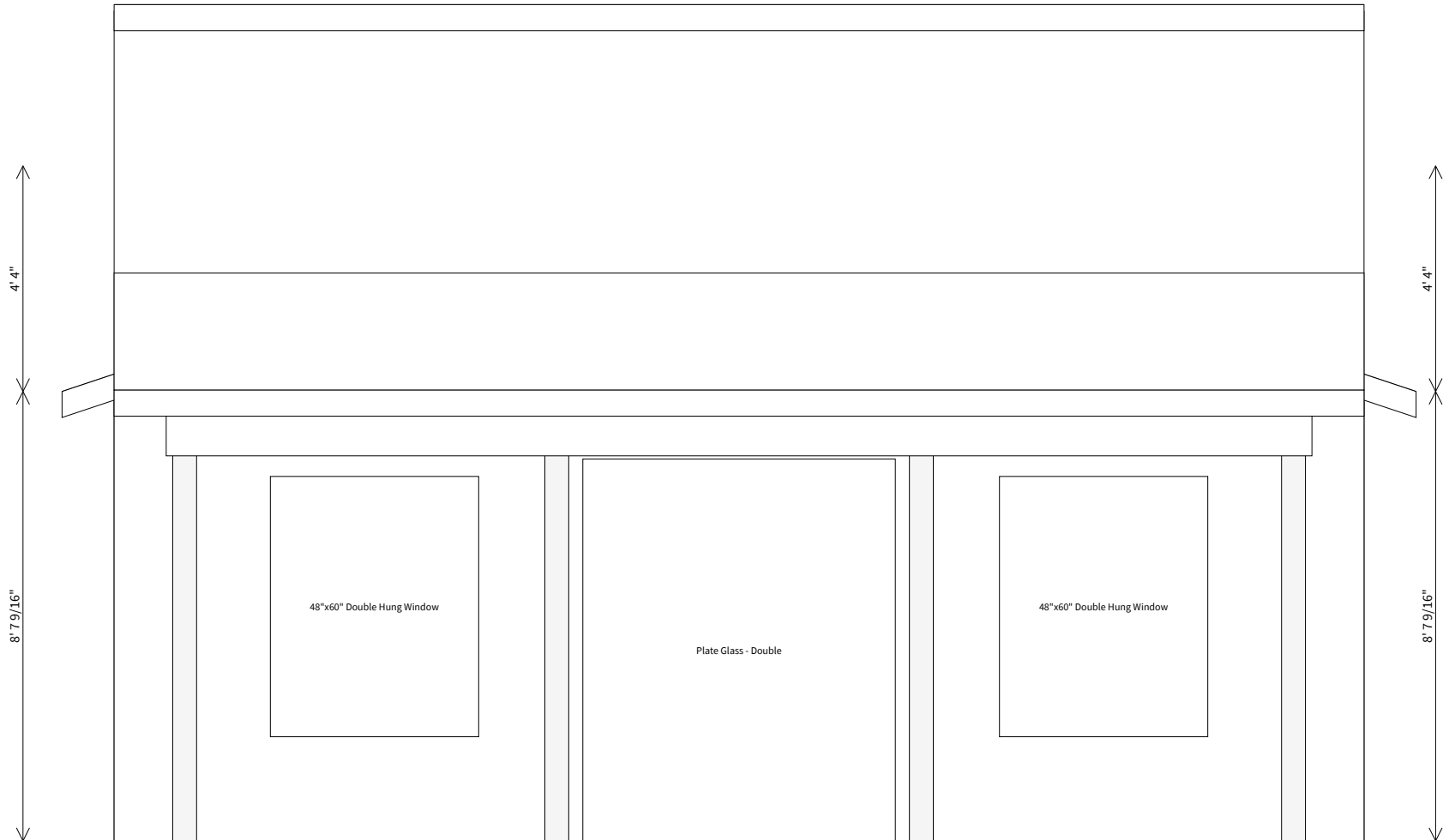
Job Information	
Project Name	FROSTBURG FOOD PANTRY
Company Name	City of Frostburg/Parks & Rec.
Contact	Brian P. Vought
Email	<a href="mailto:bvought@frostburgcity.org">bvought@frostburgcity.org</a>
Phone	301-689-6000
Delivery Address	Frostburg, MD
ZIP code	21532
Desired Date	
Comments	BUILDING SF 32x24 = 768 INCLUDES WALL PORCH SF 24x8 = 192
Sales Tax Rate	6



# Left Elevation

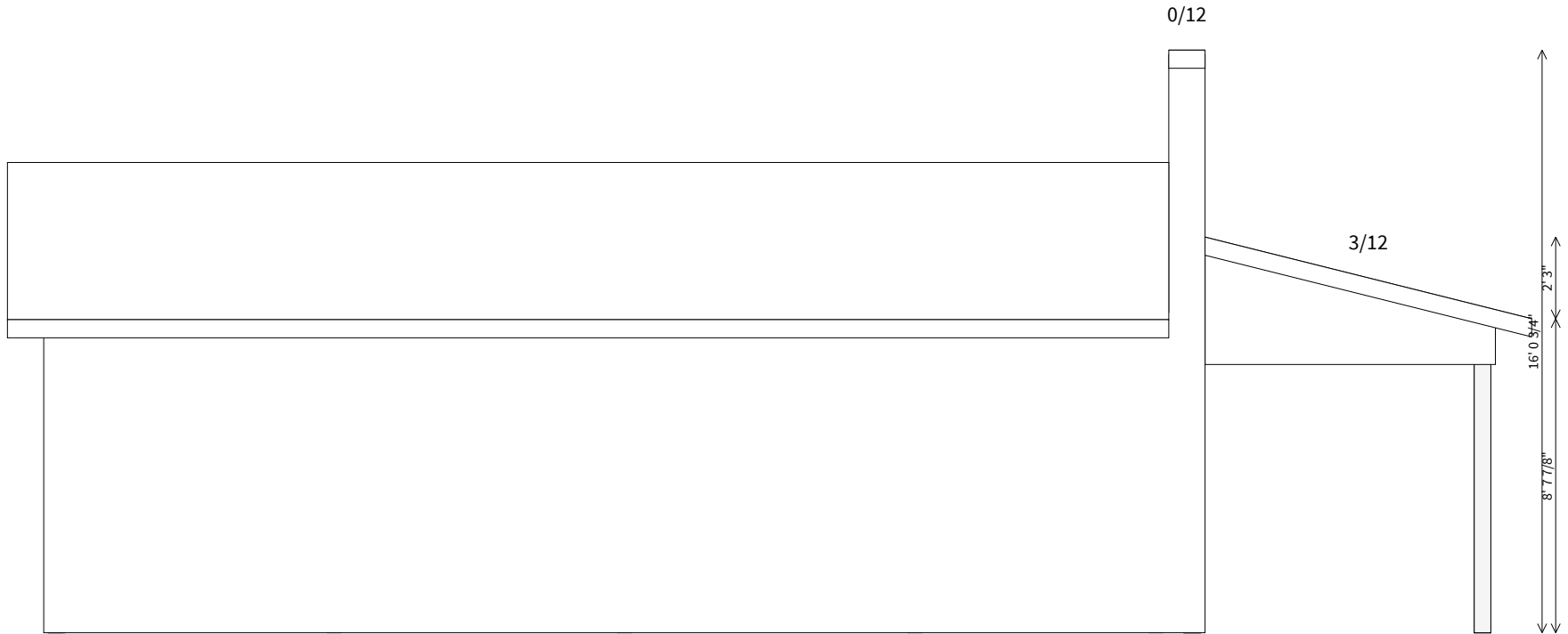


# Front Elevation

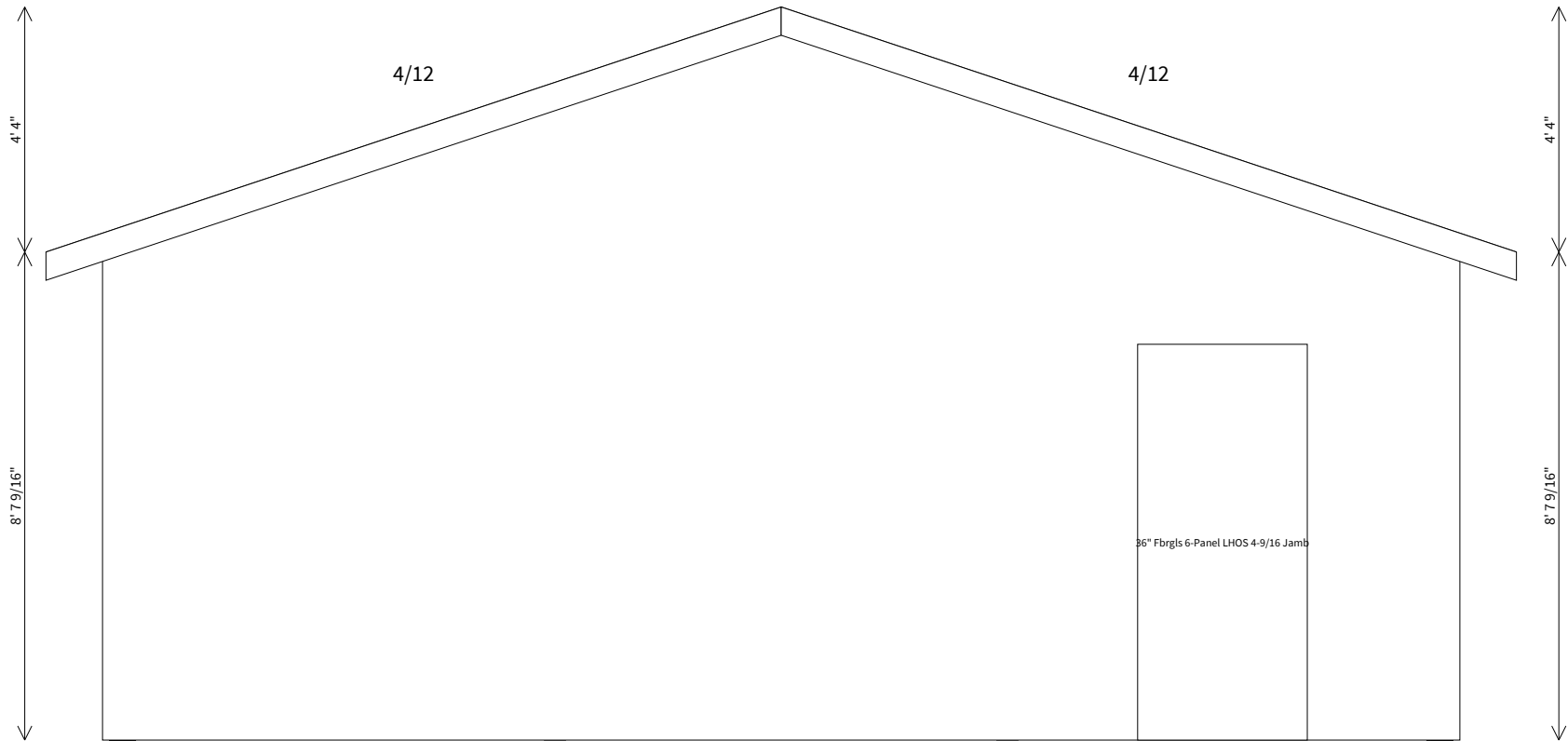


# Right Elevation

Section 11, Item C.

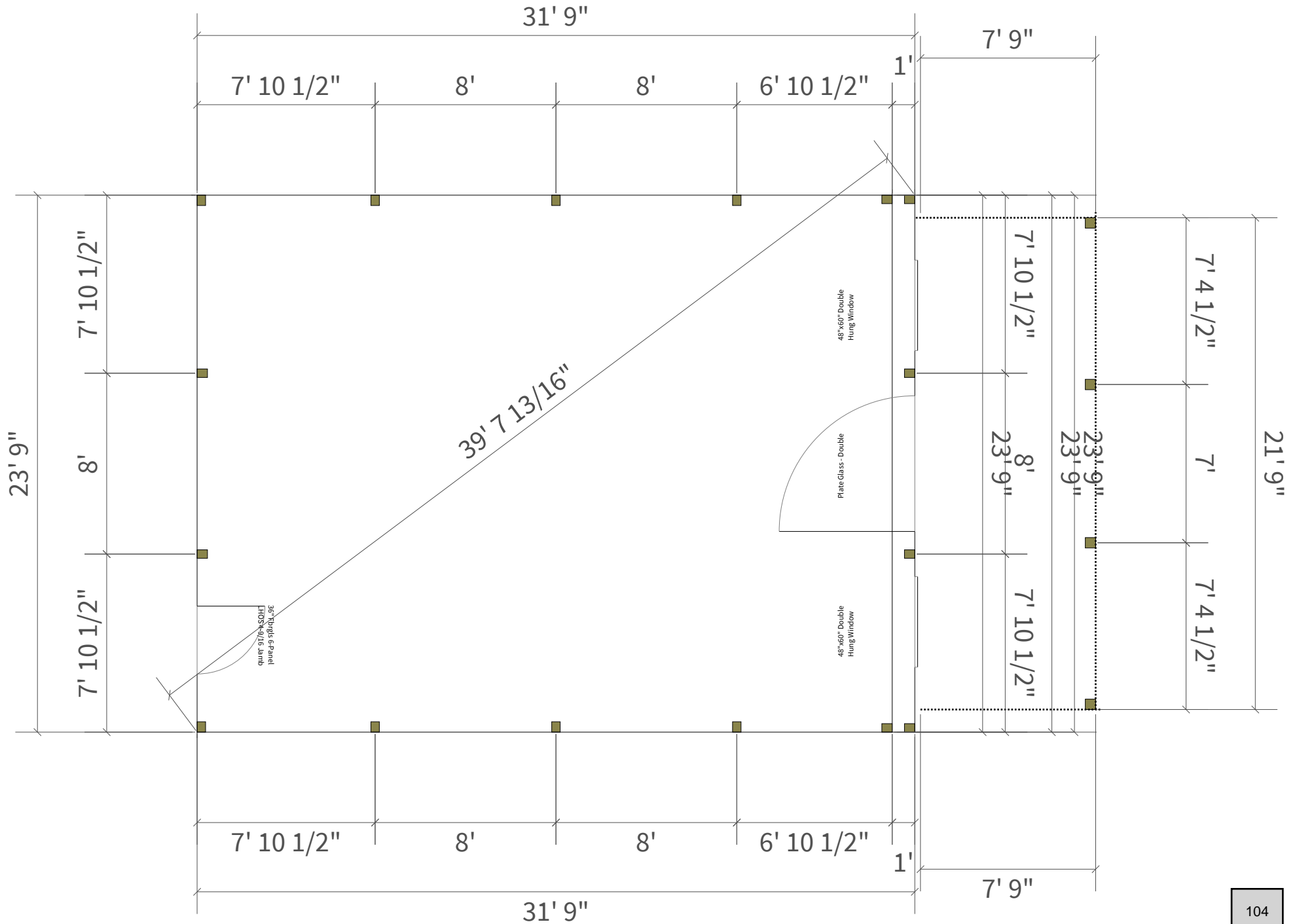


# Back Elevation



# Post Layout

Section 11, Item C.





# Cross Section - EXT-1

ROOF MATERIAL: Gray G-Rib Panel 29Ga

PURLINS: 2x4 SPF Flat  
 SUBFASCIA: 2x6 SPF  
 FASCIA: Angle Trim 6 1/4"  
 SOFFIT: G-Rib Panel 29Ga

WALL MATERIAL: White Board & Batton-26 Ga

TOP OF WALL: Overhang Trim (F-Channel)

EXTERIOR CARRIER: SYP 2x12

EXTERIOR WALL GIRTS: 2x4 SPF

CORNER POSTS: 3 Ply 2x6 Lam. Post  
 INTERMEDIATE POSTS: 3 Ply 2x6 Lam. Post

EXTERIOR SKIRT BOARD: Treated 2x8  
 BOTTOM IS AT GRADE

SIDING BEGINS 0' 4" ABOVE GRADE

4/12 TRUSS SYSTEM  
 HEEL HEIGHT: 0' 6"  
 TRUSS SPACING: 48 IN. O. C.

BRACE PER TRUSS MANUFACTURER'S RECOMMENDATIONS  
 TRUSS LOADING: (none)

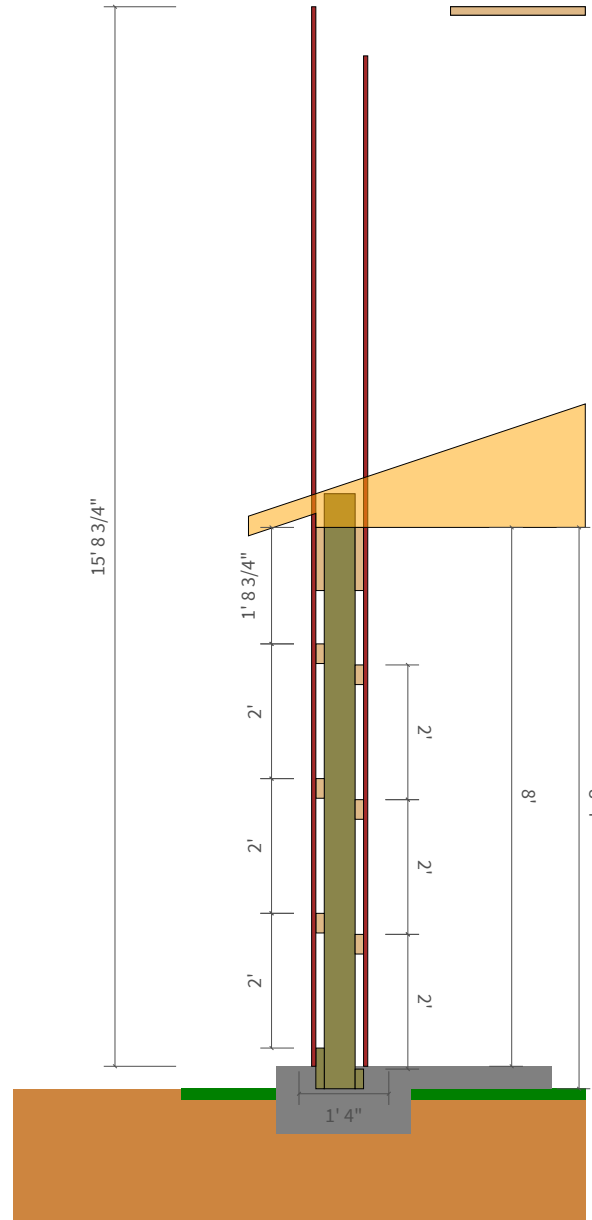
CEILING MATERIAL: Bright White G-Rib Liner Panel

CEILING PURLINS: (none) Flat

INTERIOR LINER MATERIAL: Gray G-Rib Liner Panel

INTERIOR CARRIER: SYP 2x12

INTERIOR WALL GIRTS: 2x4 SPF



INTERIOR SKIRT BOARD: Treated 2x4  
 BOTTOM IS AT GRADE

INTERIOR LINER BEGINS 0' ABOVE TOP OF SLAB

SLAB DEPTH 0' 4"

FOUNDATION NOTES:  
 THICK EDGE SLAB: 0' X 1' 4" WIDTH  
 SPREAD FOOTING: 1' X 2' WIDTH  
 FASTENER: (none)  
 BASE: 16" Precast Concrete Cookie  
 UPLIFT: 2' Pair of Tr. 2x6 Uplift Blocks (1/8 of 16' Board)

### Cross Section - EXT-3

Section 11, Item C.

ROOF MATERIAL: Gray G-Rib Panel 29Ga

PURLINS: 2x4 SPF Flat  
 SUBFASCIA: 2x6 SPF  
 FASCIA: Angle Trim 6 1/4"  
 SOFFIT: G-Rib Panel 29Ga

WALL MATERIAL: White Board & Batton-26 Ga

TOP OF WALL: Overhang Trim (F-Channel)

EXTERIOR CARRIER: SYP 2x12

EXTERIOR WALL GIRTS: 2x4 SPF

CORNER POSTS: 3 Ply 2x6 Lam. Post  
 INTERMEDIATE POSTS: 3 Ply 2x6 Lam. Post

EXTERIOR SKIRT BOARD: Treated 2x8  
 BOTTOM IS AT GRADE

SIDING BEGINS 0' 4" ABOVE GRADE

4/12 TRUSS SYSTEM  
 HEEL HEIGHT: 0' 6"  
 TRUSS SPACING: 48 IN. O. C.

BRACE PER TRUSS MANUFACTURER'S RECOMMENDATIONS  
 TRUSS LOADING: (none)

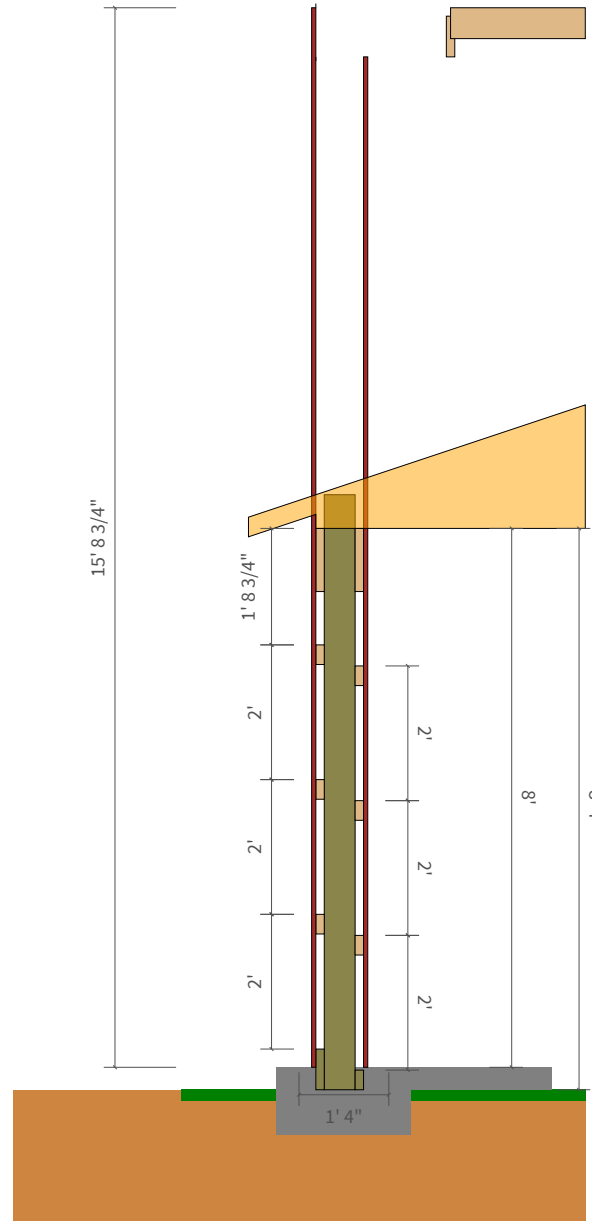
CEILING MATERIAL: Bright White G-Rib Liner Panel

CEILING PURLINS: (none) Flat

INTERIOR LINER MATERIAL: Gray G-Rib Liner Panel

INTERIOR CARRIER: SYP 2x12

INTERIOR WALL GIRTS: 2x4 SPF



INTERIOR SKIRT BOARD: Treated 2x4  
 BOTTOM IS AT GRADE

INTERIOR LINER BEGINS 0' ABOVE TOP OF SLAB

SLAB DEPTH 0' 4"

FOUNDATION NOTES:  
 THICK EDGE SLAB: 0' X 1' 4" WIDTH  
 SPREAD FOOTING: 1' X 2' WIDTH  
 FASTENER: (none)  
 BASE: 16" Precast Concrete Cookie  
 UPLIFT: 2' Pair of Tr. 2x6 Uplift Blocks (1/8 of 16' Board)

# Cross Section - EXT-6

Section 11, Item C.

ROOF MATERIAL: Gray G-Rib Panel 29Ga

PURLINS: 2x4 SPF Flat  
 SUBFASCIA: 2x6 SPF  
 FASCIA: Angle Trim 6 1/4"  
 SOFFIT: G-Rib Panel 29Ga

WALL MATERIAL: White Board & Batton-26 Ga

TOP OF WALL: Overhang Trim (F-Channel)

EXTERIOR CARRIER: SYP 2x12

EXTERIOR WALL GIRTS: 2x4 SPF

CORNER POSTS: 3 Ply 2x6 Lam. Post  
 INTERMEDIATE POSTS: 3 Ply 2x6 Lam. Post

EXTERIOR SKIRT BOARD: Treated 2x8  
 BOTTOM IS AT GRADE

SIDING BEGINS 0' 4" ABOVE GRADE

0/12 RAFTER SYSTEM  
 RAFTER SPACING: 24 IN. O. C.  
 RAFTER MATERIAL: SYP 2x8

CEILING MATERIAL: Bright White G-Rib Liner Panel

CEILING PURLINS: (none) Flat

INTERIOR LINER MATERIAL: Gray G-Rib Liner Panel

INTERIOR CARRIER: SYP 2x12

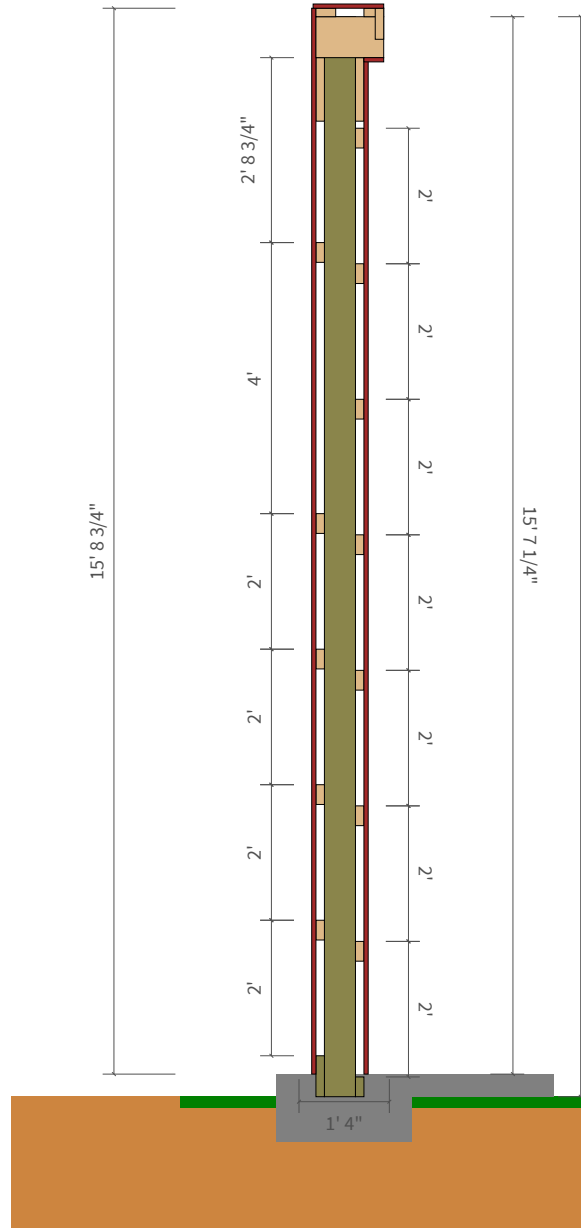
INTERIOR WALL GIRTS: 2x4 SPF

INTERIOR SKIRT BOARD: Treated 2x4  
 BOTTOM IS AT GRADE

INTERIOR LINER BEGINS 0' ABOVE TOP OF SLAB

SLAB DEPTH 0' 4"

FOUNDATION NOTES:  
 THICK EDGE SLAB: 0' X 1' 4" WIDTH  
 SPREAD FOOTING: 1' X 2' WIDTH  
 FASTENER: (none)  
 BASE: 16" Precast Concrete Cookie  
 UPLIFT: 2' Pair of Tr. 2x6 Uplift Blocks (1/8 of 16' Board)



# Cross Section - EXT-9

Section 11, Item C.

ROOF MATERIAL: Gray G-Rib Panel 29Ga

PURLINS: 2x4 SPF Flat  
SUBFASCIA: 2x6 SPF  
FASCIA: Angle Trim 6 1/4"  
SOFFIT: G-Rib Panel 29Ga

WALL MATERIAL: White Board & Batton-26 Ga

TOP OF WALL: Overhang Trim (F-Channel)

EXTERIOR CARRIER: SYP 2x12

EXTERIOR WALL GIRTS: 2x4 SPF

CORNER POSTS: 3 Ply 2x6 Lam. Post  
INTERMEDIATE POSTS: 3 Ply 2x6 Lam. Post

3/12 RAFTER SYSTEM  
RAFTER SPACING: 24 IN. O. C.  
RAFTER MATERIAL: SYP 2x8

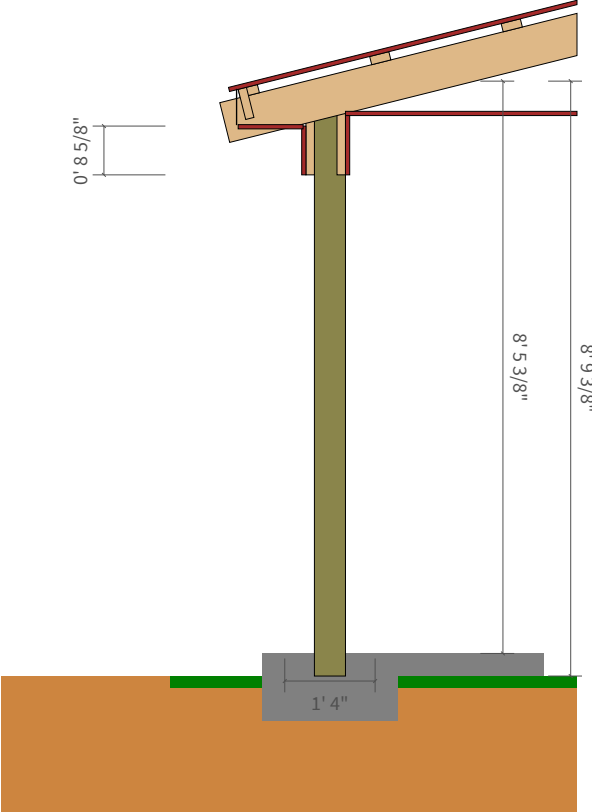
CEILING MATERIAL: Bright White G-Rib Liner Panel

CEILING PURLINS: (none) Flat

INTERIOR LINER MATERIAL: Gray G-Rib Liner Panel

INTERIOR CARRIER: SYP 2x12

INTERIOR WALL GIRTS: 2x4 SPF



SLAB DEPTH 0' 4"

FOUNDATION NOTES:  
THICK EDGE SLAB: 0' X 1' 4" WIDTH  
SPREAD FOOTING: 1' X 2' WIDTH  
FASTENER: (none)  
BASE: 16" Precast Concrete Cookie  
UPLIFT: 2' Pair of Tr. 2x6 Uplift Blocks (1/8 of 16' Board)

**RESOLUTION 2025-10**

**A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING A BUDGET AMMENDMENT TO THE CONTRACT WITH THE MARYLAND ENVIRONMENTAL SERVICE.**

**WHEREAS**, the City of Frostburg provides safe, clean drinking water to its residents, Frostburg State University, and numerous County water customers in the surrounding area; and,

**WHEREAS**, the City’s water system includes a state-of-the-art water filtration plant that utilizes advanced technology for filtration, disinfection, and related processes, along with comprehensive monitoring and testing protocols; and,

**WHEREAS**, the City of Frostburg has maintained a successful and ongoing relationship with the Maryland Environmental Service for the maintenance and operation of the Water Filtration Plant, as well as the maintenance and monitoring of various components of the raw water system; and,

**WHEREAS**, due to increased chemical usage and rising operating and maintenance costs, a budget amendment is required to cover these additional expenses associated with the continued operation of the system.

**NOW, THEREFORE, BE IT RESOLVED**, that the Frostburg Mayor and City Council hereby approve a budget amendment to the Maryland Environmental Service contract in the amount of \$118,384.86, and further authorize the Acting City Administrator to sign the related documents.

**ADOPTED** this 18<sup>th</sup> day of February, 2025

Frostburg Mayor and Council

BY \_\_\_\_\_  
Todd J. Logsdon, Mayor

Attest:

\_\_\_\_\_  
Lydia Claar, Acting Deputy City Administrator

# WATER/WASTEWATER GROUP MES FIELD AUTHORIZATION/BUDGET AMENDMENT REQUEST

Section 11, Item D.

FA-2400

Project Name City of Frostburg

Prepared by Mark Kaiser

Project/Cost Center 2469-0000

City of Frostburg  
(client/project)

Service       Procurement       Other

Description of work Additional cost of chemicals due to higher than normal usage and cost increase not predicted in the 5 year budget. Additional usage of chemicals due to higher demand from Lonaconing.  
Additional cost of granular activated carbon exchange, last iodine test results show that the filters are at the end of life and need replaced. This is needed for Tthm HAA5 disinfection byproduct removal.

Description	Ledger Account	Spend Category	cost
3 - Stern PAC 3000 Gallon		6465	49,765.56
1 - Sodium Hypochlorite 4000 Gallon		6465	9,623.04
10 - Zinc Orthophosphate 55 Gallon Drums		6465	6,666.00
50 - Hydrodarco PAC 50 lb bags		6465	4,980.00
2 - Superfloc N-1986		6465	3,460.26
1 - Calgon Carbon GAC exchange		6211	43,890.00

Total estimated cost = \$118,384.86

Client authorization \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Printed Name)

Title \_\_\_\_\_

Representing \_\_\_\_\_

Date \_\_\_\_\_

date entered at HQ \_\_\_\_\_

Revised 9-15-23

# ORDER ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

**Thank you for your order. We'll notify you once your order ships.**  
**Be sure to register at Univar Solutions for a wealth of product and order information!**  
<https://univarsolutions.com>

<b>Sold-to Address:</b> MARYLAND ENVIRO SERVICE 259 NAJOLES ROAD MILLERSVILLE MD 21108	<b>Our Order Number</b> 15146513	<b>Order Date</b> 24 Jan 2025
	<b>Your Order Number</b> PO-0072846	<b>Your Reference Number</b> (Blank)
<b>Shipping Address:</b> FROSTBURG WATER PLANT 19400 NATIONAL HWY NE FROSTBURG MD 21532	<b>Payment Terms</b> Net 45 Days From date of Invoice	
	<b>Transport Mode</b> Truck	<b>Incoterms :</b> DDP Dest, Frt Prepaid
	<b>Sold-To No.</b> 834058	<b>Ship-To No.</b> 804447

Quantity	Material No.	Material Description Inco Terms	Requested Delivery Date	Quantity	Estimated Delivery Date	Pending Unit Price*	Estimated Amount USD
3,000.000 <small>30,089.816</small>	GAL 16140808 <small>LB</small>	STERNPAC BULK NSF LIQ	06 Feb 2025	3,000.000 GAL	06 Feb 2025	0.5513 /LB	16,588.52
<p>-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*</p> <p><b>*The prices reflected in this sales order acknowledgement are subject to change based on the date the material is shipped. If product(s) ordered require temperature control, additional freight charge may be reflected on the invoice.</b></p> <p>-----*-----*-----*-----*-----*-----*-----*-----*-----*-----*</p>							
<p>All credit card payments must be made within ten (10) days of the date of invoice for the order confirmed herein unless otherwise agreed to in writing by an authorized representative of Univar Solutions USA, LLC</p> <p>The commodities, technology, or software ("items") supplied by Univar Solutions USA, LLC ("Univar") are subject to the Export Administration Regulations and exporting any Univar Item contrary to U.S. law is prohibited. If you are a customer in the U.S. and subsequently decide to export a Univar Item, please check the government's guidance before exporting: <a href="http://www.census.gov/foreign-trade-aes/index/html">http://www.census.gov/foreign-trade-aes/index/html</a>, <a href="http://www.bis.doc.gov">http://www.bis.doc.gov</a>, and <a href="http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx</a>.</p>							

Total Gross Weight: 30,089.816 LB Total Net Weight: 30,089.816 LB	Should you have any questions regarding this acknowledgement, please contact:  GIOVANNA ESTRADA CustSolNorthEast@univarsolutions.com	<b>Order Total</b> <b>USD 16,588.52</b>  THIS IS NOT AN INVOICE
--	---	--

<b>Comments :</b>  Federal ID Number 91-1347935 The sale of the materials noted in this order confirmation / price notification is subject to the Univar Solutions USA, LLC Sales Terms and Conditions--US, a copy of which is available at <a href="http://www.univarsolutions.com/sales-terms">http://www.univarsolutions.com/sales-terms</a> or from Seller's sales office. Seller expressly rejects all terms in any ordering document by Buyer (if any), and the sale of the materials under this order is expressly conditioned on Buyer's acceptance of the aforementioned Seller's terms and conditions.	Print Date 27 Jan 2025
---	------------------------

1. **EXCLUSIVE TERMS.** The offer is expressly conditioned upon Buyer's acceptance of all the terms and conditions contained herein. The Agreement formed by Buyer's acceptance of the offer and these terms and conditions is the exclusive contract between Buyer and Seller and may not be altered or amended, nor its terms waived, except in writing, signed by an authorized representative of the party to be bound thereby. Acceptance or acknowledgment of purchase order forms or other similar forms containing provisions different from, or deletions or additions to, the terms of this Agreement are hereby rejected and shall not be binding on Seller. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without prior written consent of Seller. Specific terms in Seller's offer shall prevail to the extent they conflict with terms below. The offer is subject to change without notice until actual receipt of its acceptance.
2. **PRICE.** Quoted prices are based upon present taxes (other than sales taxes), freight rates, United States Tariff classifications and import duties. Buyer shall pay any increased costs resulting from such changes or from Buyer's selection of means of transportation. Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Product which Seller is required to pay.
3. **PRICE ADJUSTMENTS.** Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product's price protection in extraordinary market conditions as determined by Seller in its discretion. Seller shall reinstate the Product's price protection upon Seller's determination that the market condition for the Product is no longer extraordinary.
4. **PAYMENT.** Payment terms are net 30 days from date of invoice. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.
5. **CONTAINERS.** Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original contents. Buyer shall return the containers to Seller empty and in good condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days. If not returned within 90 days, Seller may reject the containers and retain the full amount of the deposit.
6. **TITLE AND RISK OF LOSS.** Title and risk of loss for Products transfers to Buyer at Seller's shipping point, unless Products are shipped in Seller's vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer's property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays excepted).
7. **MEET OR RELEASE.** If during the period covered by this Agreement, Buyer receives a bona fide offer to purchase Product qualifying as US origin goods under NAFTA of equal quality and quantity on the same terms and conditions as those herein, and Buyer has provided Seller with written evidence satisfactory to Seller of such offer, Seller will either: (i) meet such other offer during the time in which it continues, or (ii) permit Buyer to purchase the Product from such seller during such time and deduct the quantities purchased pursuant to such other offer from the quantity specified on the face hereof.
8. **WARRANTY.** Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
9. **REMEDIES.** Seller's liability for nonconforming Products is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount not to exceed the amount paid for the Products to which the services related in the 12 months prior to the event of the liability.
10. **LIMITATION ON LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF THIS AGREEMENT FOR ANY CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT.
11. **INDEMNITY.** Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of its negligence.
12. **CLAIMS.** Any claim for shortage or non conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30 day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the final delivery under this agreement and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.
13. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but this Agreement shall otherwise remain unaffected. This section does not apply to payment obligations.
14. **QUANTITY.** Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined by dividing such maximum quantity by the total number of months included in the period of this Agreement. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.
15. **PRODUCT STEWARDSHIP.** Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including SDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.
16. **TERM AND TERMINATION.** The Term is for the period stated in the Agreement or, if none, continues until terminated by either party on 30 days written notice. This Agreement and any order or delivery may be terminated or suspended (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products.
17. **ARBITRATION.** The parties will submit any dispute related to this Agreement to arbitration in Seattle, Washington before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. This Agreement is governed by the laws of the state of Washington.





# INVOICE

Section 11, Item D.

<b>Remittance Instructions Below.</b>	<b>Invoice Number</b> 52730627	<b>Invoice Date</b> 22 Jan 2025	<b>Due Date</b> 08 March 2025
	<b>P.O.Number</b> 0072565	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> MIDDLETOWN EMAUS ST PLANT BLK	<b>Sales Order Num / Univar PO Num</b> 15123779 / 4527398254	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> KCC02SDH0022018	<b>Incoterms</b> : DDP Dest, Frl Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
MARYLAND ENVIRO SERVICE  
259 NAJOLES ROAD  
MILLERSVILLE MD 21108

**Shipping address**  
FROSTBURG WATER PLANT  
19400 NATIONAL HWY NE  
FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
4,009.600	GAL	16181059	SOD HYPO 12.5% KUEHNE BULK NSF LIQ		4,009.600	GAL	2.4000	9,623.04

Should you have any questions regarding this invoice, please contact <b>GIOVANNA ESTRADA</b> at	Customer Solutions 1-800-531-7106 Option 1	<b>Invoice Total :</b> USD	<b>9,623.04</b>
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<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)  
Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date



# INVOICE

Section 11, Item D.

Remittance Instructions Below.	<b>Invoice Number</b> 52735260	<b>Invoice Date</b> 27 Jan 2025	<b>Due Date</b> 13 March 2025
	<b>P.O.Number</b> 0074126	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> ALTOONA SUGAR RUN RD PLANT PKG	<b>Sales Order Num</b> 15086934	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> 6600979909	<b>Incoterms</b> : DDP Dest, Fri Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
MARYLAND ENVIRO SERVICE  
259 NAJOLES ROAD  
MILLERSVILLE MD 21108

**Shipping address**  
FROSTBURG WATER PLANT  
19400 NATIONAL HWY NE  
FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
5	DR	16147401	CARUS 3190 DR400 NSF LIQ	7787922501	1,650	LB	2.0200	3,333.00

Should you have any questions regarding this invoice, please contact <b>GIOVANNA ESTRADA</b> at	Customer Solutions 1-800-531-7106 Option 1	<b>Invoice Total :</b> USD	<b>3,333.00</b>
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<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
 Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date



# INVOICE

Section 11, Item D.

Remittance Instructions Below.	<b>Invoice Number</b> 51845815	<b>Invoice Date</b> 12 Feb 2024	<b>Due Date</b> 28 March 2024
	<b>P.O.Number</b> REQ 0061944	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> ALTOONA SUGAR RUN RD PLANT PKG	<b>Sales Order Num</b> 14193053	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> 6600776993	<b>Incoterms</b> : DDP Dest, Fri Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
MARYLAND ENVIRO SERVICE  
259 NAJOLES ROAD  
MILLERSVILLE MD 21108

**Shipping address**  
FROSTBURG WATER PLANT  
19400 NATIONAL HWY NE  
FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
50	BAG	16140057	HYDRODARCO B BAG111 Product of: US	5385560	2,000	LB	2.4900	4,980.00

Should you have any questions regarding this invoice, please contact	<b>Invoice Total :</b> USD	4,980.00
DIANE CHISLOCK at 215-337-6204	Customer Solutions 1-800-531-7106 Option 1	

<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
 Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

**Comments:**

Federal ID number 91-1347935  
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>



# INVOICE

Section 11, Item D.

<b>Remittance Instructions Below.</b>	<b>Invoice Number</b> 52259934	<b>Invoice Date</b> 18 Jul 2024	<b>Due Date</b> 01 Sep 2024
	<b>P.O.Number</b> 0068708	<b>Payment Terms</b> Net 45 Days	<b>Payer Number</b> 834058
	<b>Shipped From</b> ALTOONA SUGAR RUN RD PLANT PKG	<b>Sales Order Num</b> 14678030	<b>Bill-To Number</b> 834058
<b>Release Number</b>	<b>Bill of Lading Number</b> 6600870859	<b>Incoterms</b> : DDP Dest, Frt Prepaid	<b>Ship-To Number</b> 804447

**Billing address**  
 MARYLAND ENVIRO SERVICE  
 259 NAJOLES ROAD  
 MILLERSVILLE MD 21108

**Shipping address**  
 FROSTBURG WATER PLANT  
 19400 NATIONAL HWY NE  
 FROSTBURG MD 21532

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
1	DR	16147109	SUPERFLOC N-1986 DR400 NSF LIQ Product of: US	1N00204584	465	LB	3.7207	1,730.13

Should you have any questions regarding this invoice, please contact <b>DIANE CHISLOCK</b> at 215-337-6204	Customer Solutions 1-800-531-7106 Option 1	<b>Invoice Total :</b> USD	1,730.13
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<b>Pay Online</b> Sign in or register on <a href="http://www.univarsolutions.com/invoices">www.univarsolutions.com/invoices</a> <b>Remit to</b> 62190 Collections Center Drive Chicago IL 60693-0621	<b>ACH Electronic Funds Transfer</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	<b>WIRE Transfer International</b> Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
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Please refer to the invoice number on the remittance.  
**Please return remittance advice with payment or email to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)**  
**Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed**

**Comments:**

Federal ID number 91-1347935  
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date

**CalgonCarbon**  
A Kuraray Company

**Activated Carbon Scope for  
Frostburg, MD**

**Calgon Carbon Corporation**  
3000 GSK Drive,  
Moon Township, PA 15108

**Date:** 1/20/2025  
**Job Title:** F300 Exchange  
**Job Location:** Frostburg, MD

Product	Quantity	Unit Price	Total Price
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F300	19,000lbs	\$2.31/lb	\$43,890.00
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**Items Included**

- Product: F300 Bulk
- Quantity: 19,000lbs
- Scope: Pricing for the 2025 full exchange of 19,000lbs of F300 for Frostburg, MD.

**Items NOT Included**

- Any applicable taxes not included.

## Schedule

- Delivery: To be determined upon receipt of a purchase order.

## Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid until 3/31/2025.

**For more information or to place an order, contact:**

---

**Zac Cronin**

**Calgon Carbon Corporation - A Kuraray Company**

**Inside Sales Rep - Drinking Water Solutions**

Zachary.cronin@Kuraray.com

412-932-7709



**Terms and Conditions for the Sale of Carbon and Media**

**1) DEFINITIONS:**

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

**2) GENERAL:** Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

**3) PRICE AND PAYMENT:** The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

**4) PRICING CONDITIONS:**

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1<sup>st</sup> of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

**5) SALE AND DELIVERY:** Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of

any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

**6) TITLE AND RISK OF LOSS:** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

**7) AVAILABILITY:** Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

**8) SERVICES:**

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging,

exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

**9) PERMITS, LICENSES AND FEES:** Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

**10) TERMINATION:** Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

**11) LIMITED WARRANTIES:**

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) **THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

**12) LIMITATION OF LIABILITY:** Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-

performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

**13) FORCE MAJEURE:** Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

**14) EXPORT CONTROLS:** Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

**15) CONFIDENTIALITY:** Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as



evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

**16) SECURITY INTEREST:** Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

**17) MANAGEMENT OF CHANGE:** Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

**18) APPLICABLE LAW AND JURISDICTION:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

**19) MISCELLANEOUS:**

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

**20) ENTIRE AGREEMENT:** With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

**CITY OF FROSTBURG**

Monthly Report: Police Department

For the Month of: January 2025

Submitted by: PCO II Charon Clark & Chief Nicholas Costello

**IDENTIFIED INCIDENTS & COMPLAINTS for the Month**

	2023	2024	
	621	384	
<b>ARRESTS</b>			
		On-View/Citations	5
		Warrants Served/Obtained	3
		Summonses Served	6
		Juvenile Arrests & Citations	1
		<b>TOTAL</b>	15
<b>C3I INVESTIGATIONS</b>		Cases	1
<b>COMMUNITY POLICING</b>		Logged Activities	0
<b>PARKING</b>		Parking Violations	12
<b>PUBLIC SERVICE</b>		Well-Being Checks	19
		Emergency Petitions	3
		Assist Other Agency	12
		Request for Officer	23
		Follow-Ups	4
		Disturbance (Multiple Inc. Types)	19
<b>TRAFFIC</b>		M/V Crashes	13
		Traffic Details	26
		DWI/DUI Arrests	2
<b>TRAFFIC STOPS</b>		Total Number of Stops	34
		Citations	11
		Warnings	36
		SEROs	0
<b>COLLECTIONS</b>		Parking Meter Fines	\$0.00
		Other Parking Fines	\$405.00
		Parking Meter Collections	\$0.00
		Municipal Infractions Paid	\$0.00
		Parking Permits	\$0.00
		Miscellaneous	\$40.00
		Park Mobile	\$0.00
	<b>This month year prior:</b>	\$4,287.24	<b>TOTAL</b> \$1,109.67

Respectfully Submitted,

Nicholas J. Costello  
Chief of Police