

Appendix D RENTAL HOUSING

Sec. 1. - Purpose, applicability, and definitions.

1.01 Purpose.

The purpose of this ordinance is to protect the health, safety, and welfare of tenants and the public through the regulation of rental housing within the City of Frostburg. This ordinance establishes minimum property maintenance standards, a comprehensive rental licensing and inspection program, and a framework for compliance enforcement. The ordinance is intended to support housing quality, promote neighborhood stability, and facilitate clear, transparent expectations between property owners, tenants, and the City. The Mayor and Council further intend that this ordinance be administered using modern, accessible technology and be responsive to changing community housing needs.

1.02 Effective Date.

This ordinance shall take effect on [Insert Date], and shall supersede all previous versions of the City's Rental Housing Code.

1.03 Interpretation and Application of Ordinance.

The provisions of this ordinance are minimum standards for public health, safety, and welfare. In any instance where the requirements of this ordinance differ from those of other applicable laws, codes, or ordinances, the stricter standard shall prevail. The definition of "abandoned" as provided in this ordinance shall govern for rental housing matters, notwithstanding any differing definitions contained in other City codes, including the Zoning Ordinance.

1.04 Reasonable Accommodation.

Nothing in this ordinance shall be interpreted or applied in a way that interferes with an owner's obligation to provide reasonable accommodations for persons with disabilities, as required under the Fair Housing Amendments Act of 1988 and any other applicable law.

1.05 Scope.

This ordinance shall apply to all real property in the City that contains one (1) or more rental units, whether occupied or vacant.

1.06 Severability.

The sections, paragraphs, sentences, clauses and words of this ordinance are severable, and if any word, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining words, clauses, sentences, paragraphs and sections of this Ordinance.

1.07 Definitions and Use of Words, Terms and Phrases.

- a. For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:
 - i. Unless the term "natural person" is used, the word "person" includes a firm, association, organization, partnership, trust, limited liability company, corporation or other entity as well as an individual human being.
 - ii. The present tense includes the future tense.
 - iii. The singular number includes the plural; and the plural number includes the singular.
 - iv. The use of one gender applies to all genders.
 - v. The word "shall" indicates a mandatory provision.

- vi. The phrase "used or occupied" when used in this ordinance to describe rental housing shall include in its meaning "intended, designed, or arranged to be used or occupied."
- b. Definitions: For the purpose of this ordinance, the following definitions shall apply:
- Abandoned:* The status of any dwelling unit or residential building, structure, property, or part thereof that (i) has not been actively used as a rental unit for a period of twelve (12) consecutive months, or for a minimum of eighteen (18) months during any three-year period, and (ii) has not been continuously registered as a rental property during these periods of disuse.
- Bathroom:* A room containing plumbing fixtures including a bathtub or shower.
- Bedroom:* A separate room intended for sleeping and providing the occupant with privacy from common areas and other spaces.
- City:* The City of Frostburg, Maryland.
- Digital platform:* The software system designated by the City for the administration of rental licensing, inspections, fee collection, and recordkeeping.
- Dwelling unit:* A series of rooms connected together constituting a separate independent residence and containing at least a bathroom, a kitchen, and a sleeping area or bedroom for the private and exclusive use of occupants.
- Habitable area:* Any room meeting the requirements of this ordinance for living, sleeping, cooking, or dining purposes, but not including bathrooms, pantries, hallways, storage areas, utility rooms; garage areas, cellars, or attic spaces are not habitable rooms unless they are finished to meet the requirement of a living, sleeping, cooking, or dining room.
- Immediate family:* A spouse, parent, child (natural or adopted), brother, sister, or grandparent.
- Imminent danger:* A condition which could cause serious or life-threatening injury or death at any time.
- Inspector or Rental Housing Inspector:* The Rental Housing Inspector described in section 2.02 hereinafter.
- Kitchen:* An area containing a sink connected to hot and cold running water, space and safe access to utility hookups for adequate refrigeration and cooking appliances, fixed counter space made of impermeable and cleanable surface suitable for food preparation, and adequate storage space for food and kitchen utensils.
- Landlord:* The owner, lessor, or sublessor of real property containing one (1) or more rental units.
- Mayor and Council:* The Mayor and City Council of the City of Frostburg, Maryland.
- Major renovation:* Any structural change affecting the envelope of the building or resulting in a reconfiguration of interior space.
- Natural person:* A human being.
- Occupant:* A natural person who lives within a dwelling unit.
- Owner:* Any person, alone or jointly or severally with others, who owns, holds, or controls the whole or any part of the fee simple or leasehold title to any rental unit, with or without accompanying actual possession thereof, and shall include, the holders of legal or equitable title. Persons having control include, but are not limited to, personal representatives of deceased title holders, guardians of the property and attorneys-in-fact of disabled title holders, and court-appointed receivers. Until legal title to a property subject to a land installment contract, rent to own or similar arrangement has been passed to the purchaser/tenant, the legal title holder shall be deemed to be the owner of that property.

Owner's agent: A natural person twenty-five (25) years of age or older whose residence or business office is located within a twenty-five-mile radius of the City, which area is graphically depicted in the Exhibit 1 attached hereto, and who is certified by the City through the process identified in section 2.04.b hereinafter. This ordinance does not empower an owner's agent to perform any acts which are not specifically set forth under the terms of this ordinance. Having an owner's agent shall not relieve an owner from the performance of owners' obligations under the terms of this ordinance.

Previously existing nonconformity: Occupancy levels or permissible numbers of rental units in a rental property which were lawful before the Zoning Ordinance or an amendment thereto was passed, but which would not be permitted thereafter.

Primary residence: A dwelling unit maintained and routinely occupied by at least one (1) individual owner for more than fifty percent (50%) of the year which can be proven to be the individual owner's legal residence through tax records or other official documents filed with the State or Federal government.

Property Maintenance Code: Any property maintenance code duly adopted by the Mayor and Council.

Registration: The annual licensing process by which a property owner submits a complete rental application and fee to the City. Registration may be completed electronically via a City-approved digital platform.

Rental Housing Officer: The Rental Housing Officer described in section 2.1 hereinafter.

Rental unit: Any dwelling unit not occupied solely by the owner or the owner with the owner's relatives by blood, adoption or marriage as a primary residence.

Tax exempt owner: An owner who is exempt from the payment of ad valorem real property tax to the City..

Tenant: A natural person who occupies a dwelling unit with the consent of the owner for monetary or non-monetary consideration; but not the owner's relatives by blood, adoption or marriage living with the owner; and not a lodger in an approved boarding unit as defined in Section 121 of the Zoning Ordinance. If the owner does not reside in a rental unit, his relatives residing therein shall be considered to be tenants for the purposes of this ordinance.

Vacant unit:

Temporarily vacant unit: A rental unit that is unoccupied for fewer than twelve (12) consecutive months and is actively maintained and registered.

Permanently vacant unit: A rental unit that is unoccupied for twelve (12) or more consecutive months and has not been registered with the City during this period.

Zoning Ordinance: This term means the current Zoning Ordinance of The City of Frostburg, Maryland.

Sec. 2. - General provisions.

2.01 Rental Housing Officer.

The Mayor and Council shall appoint or designate one (1) or more of its employees, including , but not limited to a Residential Housing Inspector, to serve as Rental Housing Officers responsible for the enforcement of this ordinance and related administrative duties. Alternatively, the Mayor and Council may retain the services of a third-party contractor for the performance of the duties of the Rental Housing Officer.

2.02 Rental Housing Inspector.

The Mayor and Council shall appoint or designate one (1) or more of its employees to serve as as Rental Housing Inspector(s). Alternatively, the Mayor and Council may retain the services of a third-party contractor for the performance of the duties of the Rental Housing Inspector.

All rental inspections shall be performed by trained City personnel or independent contractors. The inspector(s) shall meet the following standards:

- a. *Certifications.* The Rental Housing Inspector shall maintain certification through the International Code Council (ICC) as a Property Maintenance and Housing Inspector. The City may recognize equivalent certifications as deemed appropriate by the Community Development Director.
- b. *Roles and Responsibilities. The Rental Housing Inspector shall:*
 - i. Conduct all inspections required under this ordinance, including, but not limited to, routine inspections, complaint-based inspections, re-inspections, and inspections of newly established rental units.
 - ii. Utilize City-provided software to document inspections, findings, notices, and compliance records.
 - iii. Coordinate inspection schedules with property owners and/or their designated Owner's Agents.
- c. *Code Enforcement Dual Role.* The director of the Department of Community Development may assign a Rental Housing Officer to perform rental inspections provided they are properly trained and certified in accordance with this section.

2.03 Conflicts of interest.

Rental Housing Inspectors shall not inspect properties and Rental Housing Officers may not conduct code enforcement activities for properties in which they or their immediate family members have a financial interest, ownership stake, employment role, or any other affiliation. Inspectors must disclose any potential conflicts to the Community Development Director. This subsection applies exclusively to the conduct of rental inspections. It does not supersede or take the place of the City of Frostburg Ethics Law (Section 3.2 of the City Code), which City of Frostburg Ethics Law shall take precedence in the event of a conflict between its provisions and those of this ordinance. For the purpose of this provision, affiliation means:

- (i) Having a direct financial interest in the entity which owns or manages the property,
- (ii) Being an officer, director, trustee, partner, or employee of the entity which owns or manages the property, or
- (iii) The inspector's spouse, parent, child or sibling owns or manages the property or has an interest in it as described in (i) and (ii) above.

2.04 Administration and Enforcement of this Ordinance.

- a. The Department of Community Development shall administer this ordinance. The Rental Housing Officer and supporting staff shall carry out all functions as assigned under this ordinance or directed by the Community Development Director or the City Administrator.
- b. The Rental Housing Officer shall oversee the annual registration process, inspection scheduling, compliance tracking, and the issuance of notices and citations.
- c. The Rental Housing Inspector shall be responsible for conducting inspections and maintaining all related inspection records using the City's designated software platform. Paper forms may not be used for official documentation except in emergency or field-restricted circumstances.
- d. All inspection records, registration data, and notices of violation shall be maintained digitally in the City's rental housing software system. The system shall support online license renewals, payment processing, automated reminders, and inspection workflows.
- e. The City shall establish an annual inspection fee schedule and include it in the adopted municipal budget. Owners shall remit all inspection fees directly to the City. A passed inspection report is not considered valid until the corresponding fee is paid.

- f. Any conditions observed during an inspection that appear to violate other municipal, County, State, or Federal laws shall be reported to the Rental Housing Officer, who will coordinate appropriate referrals or enforcement action. The Rental Housing Officer or Inspector shall provide the owner and the owner's agent written notice of the nature of each violation of this ordinance and the City Code, the action required to correct it and the time frame within which that action must be taken; except that notice of violations involving imminent danger may be made by any means calculated to provide actual notice to affected parties.
- g. In the event an imminent danger is found to exist, the Inspector shall immediately notify the Rental Housing Officer and the Community Development Director. Upon confirmation, the Rental Housing Officer may order temporary vacation of the unit pending corrective action and/or take such action as is permitted under the City Code or other applicable laws, rules and regulations.

2.05 Owner's Agents.

- a. An owner's agent shall be retained by the owner of a rental unit in the following instances:
 - (a) The Owner is a natural person who does not reside within a twenty-five-mile radius of the City of Frostburg, as depicted in Exhibit A; or
 - (b) The rental unit is owned by more than two (2) natural persons or is owned by an entity other than a single natural person.
- b. Commencing on the effective date of this Ordinance, all owner's agents must be certified on an annual basis through the Community Development Department. The certification process will ensure that owner's agents are familiar with the City's Rental Housing Code and the Property Maintenance Code referenced herein.

2.06 Owner and Tenant Responsibilities.

- a. The City will hold the owner of a rental unit generally responsible for meeting requirements of this ordinance both directly and through activities of any identified certified owner's agent provided by the owner when required herein, and will in this regard apply penalties and take enforcement measures against the owner as a remedy when deficiencies are noted by inspection or when rental units are not properly registered.
- b. Tenants must support owners' efforts to comply with this Ordinance as follows:
 - i. Every tenant shall keep in a clean and sanitary condition all habitable or accessible portions of the premises, both interior and exterior, that are made available for the tenant's use.
 - ii. Every tenant shall ensure that trash, garbage, and other refuse is stored and disposed of in a clean and sanitary manner in accordance with the City's refuse ordinance.
 - iii. No tenant shall, by negligence or abuse, create or contribute to the creation of any violation of this ordinance.
 - iv. No tenant shall create or permit to be created by guests or others any noise, smoke, vibration, fumes, vapor, glare, odor, or dust within that portion of the premises that is made available for the tenant's use as would interfere with the reasonable use and enjoyment of other rental units on the premises or of nearby properties.
 - v. No tenant shall store flammable or hazardous materials or devices in such quantities or in such a manner as to create a fire, health, or other hazards to the premises or to nearby properties or persons.
 - vi. Tenant vehicles are to be parked or driven on improved parking areas or driveways only. Off-street vehicle parking shall not be used in a manner that blocks public access to any sidewalk or roadway.

This subsection shall not be interpreted to limit an owner's responsibilities under the terms of this Ordinance.

2.06 Zoning Ordinance.

- a. No rental unit shall be created or occupied except as permitted under the Zoning Ordinance.
- b. Rental units with previously existing non-conformities may continue to be occupied at the historically established unit density or occupancy subject to the terms of the Zoning Ordinance applicable to non-conformities and provided that the subject rental property complies with the terms of this ordinance, the Zoning Ordinance and other applicable laws, rules and regulations.
- c. No new rental units shall be established or added, nor shall the occupancy limit of any rental unit be increased, except in conformity with this ordinance, the Zoning Ordinance and other applicable laws, rules and regulations.
- d. Rental units that have been abandoned as defined herein, have lost rental status for any reason, have become unregistered for any reason, or have not been inspected as required in accordance with this ordinance, shall lose or forfeit any previously existing nonconformity and must meet current density and occupancy standards prior to future use and occupancy as rental units.

2.07 Parking Requirements.

Parking shall be provided for all rental units in conformance with part 6 of the Zoning Ordinance. Newly created off-street parking shall conform to the requirements of part 6, including surface coverage, dimensions, driveways, drive aisles, and landscaping requirements.

Sec. 3. - Registration and inspection of rental units.

3.01 Occupancy.

- a. No dwelling unit may be rented or otherwise occupied by someone other than the owner and their immediate family or, if the unit is owned by a trust, the trust beneficiary and that individual's immediate family, unless the dwelling unit is occupied rent free and is registered and has passed inspection in accordance with this ordinance.
- b. Occupancy limits shall be determined by the Zoning Ordinance, subject to reasonable accommodation pursuant to the Fair Housing Amendments Act of 1988.

3.02 Rental Registration.

- a. All rental units must be registered annually by February 1. The City shall maintain an online portal to accept registration forms, payments, and supporting documentation. Paper forms will be available upon request.
- b. The City will issue automatic renewal reminders to all registered owners via the online system at least thirty (30) days in advance of the renewal deadline.
- c. All delinquent fees, fines, or City charges must be paid before a rental unit may be registered or have its registration renewed.
- d. Any person becoming a new owner of an existing registered rental unit shall file a complete registration form within thirty (30) days of the property transfer. However, the new owner shall not have to pay the registration fee until the next annual registration if the previous owner had properly registered the property and paid the registration fee for the calendar year in which the transfer takes place.
- e. Any newly-established rental unit must be registered within thirty (30) days of construction, conversion from owner-occupied or nonresidential commercial status, conversion adding rental units, or other change in property status resulting in a new rental unit.

- f. The Department of Community Development shall create a registration form for use by owners seeking to register rental units. The registration form shall require an owner to provide the following information and documents:
 - i. The street address of the rental unit, including unit/apartment numbers recognized by the United States Postal Service, if applicable.
 - ii. The name, address, phone number and e-mail address of each owner. If the owner is a corporation or business entity, the names, phone numbers, and e-mail addresses of each corporate/business entity owner must be provided along with the administrative contact designated to be the responsible party for the corporation/business entity.
 - iii. If required, the name, address, phone number, e-mail address of the owner's agent and signed statement consenting to serve as the owner's agent for the particular rental unit.
 - v. Valid Maryland lead certification for each unit, dated and matched to each tenant turnover.
 - vi. Disclosure of whether the unit is occupied, temporarily vacant, or permanently vacant.
 - vii. The owners must sign the registration form under oath.
- g. The owner shall provide the office of the Rental Housing Officer with written or e-mail notification within ten (10) days of any change of the owner's agent. The information and documentation described in subsection (e)(iii) above shall be provided within that same time frame.
- h. Any owner designating an owner's agent in the registration process that is found by the Rental Housing Officer not to be reliably available or able to perform the customary duties as defined, or is found not to have a current owner's agent training certification issued by the City shall designate a different individual who is able to properly fulfill the requirements for a certified owner's agent within ten (10) days of being notified of the deficiency.
- i. The Frostburg Housing Authority, as defined by the "Cooperation Agreement" between the City of Frostburg and the Authority, is exempt from the annual registration and the periodic inspections set forth in this ordinance, provided the Authority maintains all required standards and inspections as set forth by the U.S. Department of Housing and Community Development. The City reserves the right to conduct inspections based on tenant complaints, in cooperation with the Authority.

3.03 Rental Inspections.

- a. The City shall inspect all rental units at least once every three (3) years. Units may also be inspected upon a tenant's complaint, upon the transfer of a property including a rental unit, or a change in occupancy.
- b. Upon presentation of proper credentials, the owner of a rental unit shall allow the Rental Housing Officer, Rental Housing Inspector or a duly authorized representative of the foregoing to enter the rental unit at a reasonable time and with reasonable notice to perform the duties prescribed to them under the terms of this ordinance. Reasonable notice shall be defined as a minimum of ten (10) calendar days' advance written notice.
- c. It shall be the responsibility of the owner or the owner's agent to notify all tenants of the time and date of inspection appointments.
- d. The owner or the owner's agent shall be present at the time of any and all inspections other than emergency inspections, failing which an officer or inspector shall not enter the residence and the inspection shall not occur.
- e. The City shall inspect rental units at least once every three (3) years. The City will issue notices to owners and/or owners' agents informing them that they must contact the Department of Community Development within thirty (30) days of the date of the notice to schedule an inspection. The inspection

must be scheduled to take place within ninety (90) days of the date of the notice, subject to no more than two (2) thirty (30)-day extensions of time for good cause shown. Requests for extensions of time must be submitted in writing before the current deadline for scheduling an inspection expires. In no event may an owner schedule an inspection for more than 150 days after the date of the aforesaid notice to the owner or the owner's agent,

- f. All corrective action identified during an inspection must be completed within thirty (30) calendar days of the date on which the inspector finds and documents, by copy of a signed and dated inspection report provided to the owner or owner's agent, any and all deficiencies found in the presence of the owner or owner's agent at the conclusion of the inspection, except that violations concerning the immediate health and safety of the occupants shall be repaired within three (3) working days of notice of said deficiency.
- g. Following completion of remedial work identified in an inspection report, the owner or owner's agent shall call the office of the inspector or submit an online request to schedule a re-inspection to be completed on or before the last day of the period set for corrective action. If the inspector is not notified for a re-inspection or an extension prior to the expiration of the compliance period, the standard re-inspection charge will apply.
- h. Up to two (2) extensions may be granted to the inspection deficiency compliance period not to exceed a total of ninety (90) days including the initial thirty (30) day period provided for in subsection (f) hereinbefore. If the owner is making a good faith effort to complete required repairs or improvements to the property but is unable to comply due to the magnitude of the work, delays due to non-receipt of materials or equipment, delays in a hired contractor's schedule for completing the work, or delays due to weather or other matters that the Rental Housing Officer or the inspector finds are beyond the owner's control. Extensions of time shall be limited to the amount of time reasonably required to address such matters.
- i. Unregistered rental units and rental units that have had their registrations revoked shall be posted with a placard indicating that the unit is presently ineligible for rental registration and occupancy by tenants until the unit has been brought into compliance with the terms of this ordinance.
- j. Any person who defaces or removes a placard posted pursuant to this subsection without the approval of the Rental Housing Officer shall be guilty of a municipal infraction and shall be subject to penalties provided in this Code
- k. shall made in writing and submitted to the Department of Community Development.
- l. Complaints or inquiries alleging violations of minimum property standards must be filed in writing or by e-mail and addressed or delivered to the Department of Community Development, in which case an inspection will be undertaken using the standard process for routine inspections, beginning with notice to the owner or owner's agent. The Rental Housing Officer or inspector shall provide a copy of the results of any inspection to the person filing the complaint upon the complainant's request. However, when a complaint is made by a tenant concerning a health or safety deficiency within that tenant's rental unit or when a written or e-mail report of conditions potentially threatening the health and safety of the community is made from any source and in any manner, the Rental Housing Officer or inspector shall promptly investigate said complaint or report to determine if conditions constituting an imminent danger exist. The office of the Rental Housing Officer will advise the owner or owner's agent about said complaint or report and any findings no later than the next calendar day following the Rental Housing Officer's or inspector's visit, or immediately upon a finding of imminent danger. Interior unit inspections where health or safety deficiencies are alleged will be made only in the presence of and with the express permission of the complaining tenant, except that if the Rental Housing Officer or inspector finds conditions that may endanger the public or represent imminent danger the Rental Housing Officer or inspector shall take all measures necessary to protect the public safety.

3.04 Fees for Registration and Inspection.

Registration and inspection fees shall be established by the City and shall be assessed to and paid by the owner of each rental unit in accordance with the "Schedule of Municipal Fees" as incorporated in the budget adopted annually by the Mayor and Council.

Sec. 4. – Property standards.

4.01 General Standards.

All new and existing rental units shall meet the standards set forth in the Property Maintenance Code, incorporating by reference the edition of the International Property Maintenance Code together with the revisions and amendments thereto which were most recently adopted by the Mayor and Council. As of the effective date of this ordinance, the Mayor and Council have adopted the 2012 edition of the International Property Maintenance Code subject to the following revisions and amendments:

- Section 101.1 Insert: City of Frostburg
- Section 103.4 Insert: Municipal Fine Schedule
- Section 112.4 Fine - Insert: Min and Max
- Section 304.14 Insert: May 15 to Sept 15 (Insect Screens)
- Section 602.3 Insert: October 1 to May 1 (Heat Supply)
- Section 602.4 Insert: October 1 to May 1 (Heat Supply)
- Delete Section 111 Appeal and replace with Section 4.03 of this ordinance
- Add Section 1.07 Definitions to Chapter 2, Definitions
- Replace Violations with Section 2.05 of this ordinance

4.02 Fire Safety.

The following Fire and Safety measures are required in addition to the Fire Safety Requirements of the International Property Maintenance Code:

a. *Smoke Detectors.*

1. All rental units shall have at least one (1) Underwriters Laboratories-approved AC-powered smoke detector with a battery backup installed on each floor of a dwelling including basement levels.
 - (a) Smoke detectors are to be installed within six (6) inches of the ceiling if mounted on the wall.
 - (b) Required smoke detectors shall be located outside of a bedroom in a central location or common area to protect the primary means of egress from a rental unit.
 - (c) Areas within a rental unit consisting of a space substantially separated from an area containing an existing approved smoke detector or otherwise isolated from an area protected by an approved smoke detector as determined by the Inspector shall be required to have additional smoke detectors installed in excess of one (1) smoke detector per floor.
2. All smoke detectors within a rental unit must be interconnected so that all detectors within the unit sound if anyone is activated.
3. Adjoining rental units in a rental property not furnished with approved fire and smoke separation assemblies shall be required to interconnect smoke detectors between units.

4. All newly-created rental units; all substantially remodeled, enlarged, expanded, or upgraded rental units; or all rewired rental units shall meet all applicable code requirements, including creating interconnected smoke detectors.
 5. Any inoperable smoke detectors shall be repaired or replaced within three (3) days of notice of defect.
 6. In rental units containing attached garages or units with fuel-fired appliances or heating source, a carbon monoxide detector with 120v power and battery backup shall be installed in the vicinity of the subject equipment or entry door to a habitable area and interconnected with an approved smoke detector system.
- b. *Fire Extinguishers.*
1. Every rental unit shall contain not less than one (1) fire extinguisher, two and one-half-pound charge, approved by Underwriters Laboratories for combating Class A, B, and C fires.
 - . Fire extinguishers must be mounted in plain sight on a wall in, or, readily accessible to the kitchen area, except that the location of fire extinguishers regulated and approved by the State Fire Marshal for multi-family rental properties will be acceptable.

4.03 Emergency Escape and Rescue Openings.

The following emergency escape and rescue opening standards are required in addition to the Fire Safety Requirements of the International Property Maintenance Code:

- a. Rental units that undergo major renovation shall be subject to current emergency escape and rescue opening provisions (window sizes and standards for sleeping rooms) found in the City's adopted building codes pursuant to the Maryland Building Performance Standards.
- b. Emergency escape openings shall conform to the rental housing code in place at the time of construction. If no rental housing code was in place requiring an emergency escape and rescue opening at the time of construction, the following shall apply to all sleeping rooms:
 - i. Any sleeping room shall have an emergency escape and rescue opening.
 - ii. An emergency escape and rescue opening that does not meet the standards set forth in the Maryland Building Performance Standards may continue to exist except where the condition creates an inimical hazard to public welfare. The emergency escape and rescue opening shall be sufficient in size to allow an adult to exit the room in case of a fire. In the instance where the Inspector must determine the adequacy of the emergency escape and rescue opening, the following procedure shall be followed:
 - (a) The Inspector, the Owner or Owner's Agent, and a third party, age eighteen (18) or older, must each test opening the window and exiting through the clear open space. To demonstrate that the clear opening is sufficient in size, each individual test must be witnessed by the other two (2) parties. The test shall not require the participants to jump or fall; the purpose is to verify that there is a sufficient clear opening to exit the room in the event of an emergency.
 - iii. The bottom of the opening shall be not more than forty-four (44) inches above the sleeping room's floor. In an instance where the bottom of the opening exceeds forty-four (44) inches from the floor, provisions shall be made to permanently affix a ladder or construct a step to achieve the forty-four-inch requirement
- c. Replacement windows not associated with a major renovation should have a clear opening equal to or greater than the clear opening of the window to be replaced.

4.04 New Construction.

All newly constructed rental housing, or all new construction or structural changes required or proposed with respect to existing rental housing, must comply with standards found in the City's adopted building codes pursuant to the Maryland Building Performance Standards. .

Sec. 5. - Violations and penalties.

- 5.01. Municipal infraction. Any person who violates the provisions of this ordinance shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.
- 5.02. Revocation of registration. Rental units that are not made available for inspection or that are otherwise in violation of this ordinance or other City ordinances shall be ineligible for registration and shall have their existing registration revoked.

Exhibit 1 - Frostburg's 25-Mile Radius Map