



**CITY OF SALISBURY
SPECIAL MEETING AGENDA**

April 16, 2019 (Tuesday)
Government Office Building

8:30 a.m.
Room 306

Times shown for agenda items are estimates only.

8:30 a.m. CALL TO ORDER

8:31 a.m. WELCOME/ANNOUNCEMENTS

8:32 a.m. ADOPTION OF SPECIAL MEETING AGENDA

4:33 a.m. ORDINANCE – City Attorney Mark Tilghman

- **Ordinance No. 2538**- 1st reading- granting a utility easement to Delmarva Power & Light Company across City owned property, being portions near the alley-way located off Baptist Street and running along the northerly side of the City Parking Garage

4:35 p.m. ADJOURNMENT (proceeded by regularly scheduled Budget Work Session)


Copies of the agenda items are available for review in the City Clerk's Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City's website at www.salisbury.md. City Council meetings are conducted in Open session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b), by vote of the City Council.

Next Council Meeting APRIL 22, 2019

- **Ordinance No. _____** - 1st reading- FY20 Proposed Budget, Water & Sewer Rates Ordinance and setting the Public Hearing date
- **Ordinance No. 2536**- 2nd reading- approving an amendment of the FY 2019 General Fund Budget to appropriate funding to the Business Development Marketing Fund
- **Ordinance No. 2537**- 2nd reading- authorizing the mayor to enter into a contract with the Community Foundation of the Eastern Shore for the purpose of accepting grant funds in the amount of \$4,000, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds for the Salisbury-Wicomico Integrated Firstcare Team
- **Ordinance No. 2538**- 2nd reading- granting a utility easement to Delmarva Power & Light Company across City owned property, being portions near the alley-way located off Baptist Street and running along the northerly side of the City Parking Garage



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: April 5, 2019
Re: Utility Easement (revised) between Delmarva Power and the City of Salisbury for 130 & 132 East Main Street

First Move Properties, LLC is in the process of redeveloping 130 & 132 East Main Street. The development team has been working with Delmarva Power to bury the existing aerial electric facilities located on City owned property.

The City of Salisbury passed Ordinance No. 2519 on January 28, 2019 which authorized the granting of a utility easement to Delmarva Power in connection with the redevelopment of 132 East Main Street. Delmarva Power has submitted the attached new utility easement agreement and plat in order to service 130 and 132 East Main Street for redevelopment purposes.

Unless you or the Mayor has further questions, please forward a copy of this memo, the ordinance and the easement to the City Council.

46 **BE IT FURTHER ORDAINED** that this Ordinance shall take effect from and after the
47 date of its final passage.

48
49 **THIS ORDINANCE** was introduced and read at a meeting of the Council of the City of
50 Salisbury held on _____ day of _____ 2019, and thereafter, a statement of the
51 substance of this Ordinance having been published as required by law, was finally passed by the
52 Council on the _____ day of _____2019.

53
54 **ATTEST:**

55
56 _____
57 Kimberly R. Nichols
58 City Clerk

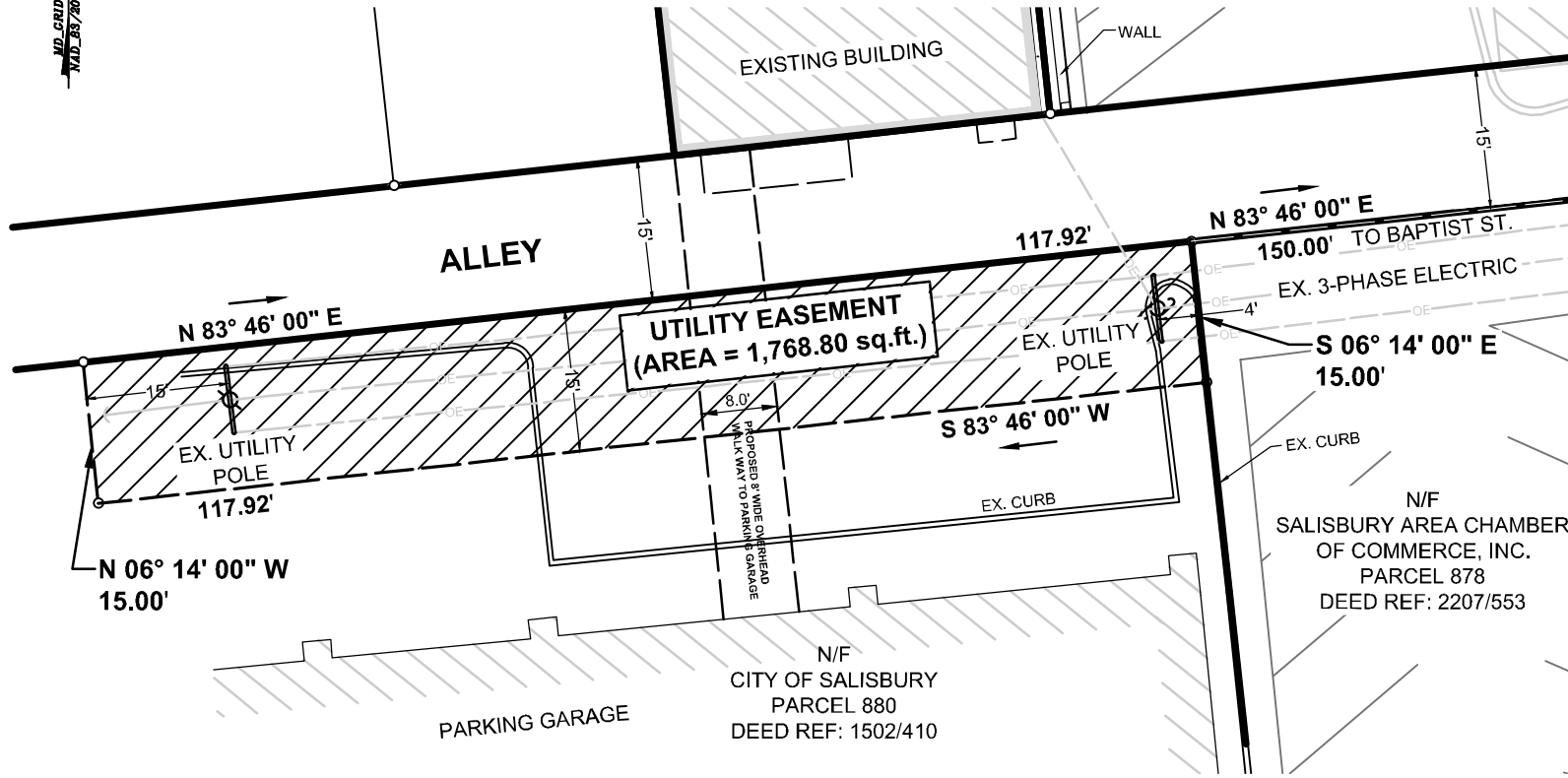
John R. Heath, President
Salisbury City Council

59
60
61 Approved by me this ____ day of _____ 2019.

62
63 _____
64 Jacob R. Day
65 Mayor of the City of Salisbury



EXHIBIT "A"



SCALE : 1" = 20'

LAYER STATE: C:001

**DELMARVA POWER & LIGHT CO.
ELECTRIC UTILITY EASEMENT**

CITY OF SALISBURY
WICOMICO COUNTY MD

**BECKER
MORGAN**
GROUP

ARCHITECTURE
ENGINEERING
Salisbury, MD
312 W. Main St.
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

BMG: 2018010.00
SCALE: 1" = 20'
DATE: 03/08/19
DRAWN BY: CGD
EXHIBIT A

Wicomico Tax Parcel No.: Map 107, Parcel 880

Prepared By & Return To: Delmarva Power & Light Company
PO Box 1739
2530 N. Salisbury Blvd.
Salisbury, MD 21802-1739

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2019, between CITY OF SALISBURY, A MARYLAND MUNICIPAL CORPORATION (“Grantor”) and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“Delmarva”),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on E. Market Street, which is recorded in Liber 1502 at Folio 410 in the Land Records of Wicomico County.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (___), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva’s systems and to provide services to Delmarva’s service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor’s land which may become necessary to provide such services as shown on Exhibit “A” attached hereto and made a part hereof.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva’s facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor’s land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
9. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.
11. Delmarva shall restore the surface of the Grantor's property to as near its original condition as reasonably possible upon completion of any said installation, operation and maintenance of its facilities.

As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva.

 Name: Lori Van Hoy
 Title: Real Estate Specialist

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

CITY OF SALISBURY:

_____ (SEAL)

Name: _____

Title: _____

**STATE OF COMMONWEALTH
 OF**

)

COUNTY OF

) **SS**
)

BE IT REMEMBERED, That on the ____ day of _____, 2019, personally came before me, a notary public, the within named Grantor, _____ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: _____

 Notary Public

Seal/Stamp Here
 Notary

Print Name: _____

DELMARVA USE ONLY

Secured by:	Click here to enter text.	Job Order Number:	15708190
Tax District Number:	Click here to enter text.	District/Hundred:	Click here to enter text.
Map Number:	107	Parcel Number:	880 & 881
Election District:	Click here to enter text.		
Coordinates Covered:	Click here to enter text.		