

RESOLUTION NO. 3136

AN RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH DELMARVA POWER & LIGHT COMPANY TO OBTAIN A LICENSE FOR THE PURPOSE OF INSTALLING AND MAINTAINING A NEW WELCOME GATEWAY SIGN.

WHEREAS, the City of Salisbury desires to install a new welcome gateway sign welcoming visitors and residents to the City of Salisbury on property owned by Delmarva Power & Light Company (“Delmarva Power”) located at 2530 N. Salisbury Boulevard, Salisbury, Maryland; and

WHEREAS, before commencing work to install such sign, Delmarva Power has requested the City of Salisbury enter into the License Agreement attached hereto; and

WHEREAS, the License Agreement attached hereto will grant the City of Salisbury the right to install, repair and maintain a sign on the property of Delmarva Power and sets forth the rights and obligations of all parties thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Mayor Jacob R. Day is hereby authorized to enter into the attached License Agreement with Delmarva Power, on behalf of the City of Salisbury.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND as follows:


- 1) That each provision of this Resolution shall be deemed independent of all other provisions herein;
- 2) That if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable state or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain valid and enforceable; and
- 3) That the recitals set forth hereinabove are incorporated into this section of this Resolution as if specifically set forth at length herein.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury held on November 22, 2021, and is to become effective immediately upon adoption.

ATTEST:

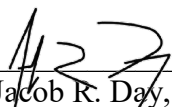


Kimberly R. Nichols, City Clerk



John R. Heath, City Council President

Approved by me, this 7th day of December, 2021.



Jacob R. Day, Mayor

License Agreement

This License Agreement (the “**License Agreement**”), made this _____ day of _____, 2021, by and between DELMARVA POWER & LIGHT COMPANY (“**Delmarva**” or “**Licensor**”), a State of Delaware and Commonwealth of Virginia Corporation, whose address is Real Estate Department, Mailstop 29SC55, P.O. Box 1739, Salisbury MD 21802-1739 and the CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, whose address is Government Office Building 125 N. Division St. Salisbury Md. 21801 (“**Licensee**”).

WHEREAS, Licensee desires to obtain a license agreement to license approximately thirty-five (35) feet by fifty-five (55) feet area of Delmarva’s property for the sole purpose of installing, owning, repairing and maintaining a new welcome gateway sign welcoming visitors and residents to the City of Salisbury, Maryland, with the said Delmarva property located at 2530 N. Salisbury Boulevard, Salisbury, Maryland, being identified as Tax Map No. 101, Parcel 5458 and more particularly described in the Deed dated July 8, 1955 and recorded July 22, 1955 in the Wicomico County Land Records at Liber 388, Folio 438, and further identified as ‘Parcel No. 1’ on a plat recorded in Book 378, Page 77 (the “**Delmarva Property**”);

WHEREAS, the area of the Delmarva Property that Licensee wishes to use is shown on the [plat][sketch] attached hereto as **Exhibit A** and made a part hereof, and is referred to herein as the (“**Licensed Area**”).

WHEREAS, Delmarva desires to license the Licensed Area to Licensee pursuant to the terms, conditions, and covenants of this License Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the conditions and covenants hereinafter set forth, Delmarva on behalf of and for itself, its successors and assigns, grants to Licensee a license to use the License Area solely for the Use (as defined herein), under and subject to the following terms, covenants, and conditions hereinafter recited, which are hereby accepted and agreed to, by Licensee:

1. Licensee’s use of the Delmarva Property is solely limited to installing, owning, repairing and maintaining a new welcome gateway sign welcoming visitors and residents to the City of Salisbury, Maryland (the “**Use**”) in the License Area as shown on Exhibit A. In addition, Delmarva grants to Licensee a license over and across the Delmarva Property, using existing driveways and roads as far as practicable and subject to Delmarva’s security and other requirements, processes and protocols, for access to and from the License Area when necessary to install, repair and/or maintain such welcome sign.
2. This License is effective for the term of ten (10) years, commencing on _____ and ending on _____. At the expiration of the initial license period, this agreement may be renewed as mutually agreeable between the Licensor and Licensee.

3. Licensee shall execute this License Agreement prior to Delmarva's execution and shall submit the executed License Agreement for Delmarva's execution.
4. Delmarva reserves the perpetual right to construct and maintain in, over, under, along, through and across the above-described License Area such overhead and/or underground electric transmission and/or distribution cables, fiber optic cables, pipes, conduits, and/or wires and appurtenant facilities (including ground, neutral or static wires and/or cables) and such electric equipment, telecommunication equipment or gas pipelines, oil pipelines and appurtenant facilities as it, or they, may, from time to time, deem necessary or advisable. Additionally, Delmarva reserves the right to enter for any and all environmental studies and testing, without limitations.
5. Licensee accepts the License Area in the condition as it exists on the date hereof. Delmarva makes no representation or warranty, express or implied, with respect to the suitability of the License Area for the Use or the quality and condition of its soils.
6. Licensee shall neither cut trees nor sell or remove sand, gravel, topsoil, sod, or minerals from the License Area or the Delmarva Property.
7. Licensee shall not break up or redirect any established watercourses or ditches.
8. Licensee shall not hunt, or allow hunting of any kind, on any portion of said property.
9. Licensee shall forward all correspondence and any required notices to:

Delmarva Power & Light Company
Real Estate Department
Mailstop 29SC55
P.O. Box 1739
Salisbury MD 21802-1739

Delmarva shall forward all correspondence and any required notices to Licensee at:

Amanda Pollack, Director of Infrastructure and Development
Government Office Building
125 N. Division St. Salisbury Md. 21801
10. Delmarva shall have continuous unobstructed access to the License Area.
11. No other uses of the License Area will be permitted unless prior written permission is obtained from Delmarva. Licensee also acknowledges that it has no right to assign, delegate or transfer the license granted herein to any person or entity without the prior written consent of Delmarva.

12. Extreme care must be used in the location and operation of all persons and equipment to ensure that such persons and equipment will at no time come within 20 feet of any electric circuits attached to steel structures or within 10 feet of any other electric circuits. Also, all activities must be performed in strict compliance with the National Electric Safety Code (NESC) and all other applicable codes, laws and regulations, including but not limited to the Maryland High Voltage Line Act, Md. Code Ann., Lab. & Empl. §§ 6-101 et Seq. (2007).
13. In connection with or as a result of the requested Use, Delmarva shall be put to no cost or expense.
14. Licensee shall be responsible for any damages to the Delmarva Property or facilities arising directly or indirectly from the Use of the License Area, and shall promptly reimburse Delmarva for the cost of repairing any such damages.
15. Licensee shall restore the surface of the License Area to its existing condition after initial construction of its Use and whenever repairs or maintenance of said Use require the surface to be altered, and if Licensee should fail to do so in a reasonably timely manner, then Delmarva may do so, and Licensee agrees to pay Delmarva on demand the costs and expense thereof. Any debris left on the Delmarva Property as a result of the Use must be removed by Licensee.
16. Delmarva shall not be responsible or liable for any damage or injury (including death resulting therefrom) to any persons and/or property including but not limited to any of Licensee's servants, employees, agents, visitors, or licensees, occurring on or about the License Area or the Delmarva Property, resulting or arising from any cause or occurrence relating to Licensee's Use or occupancy of the License Area.
17. Licensee shall indemnify and hold harmless Delmarva, its parents, and their subsidiaries (which shall be deemed to include their directors, officers, employees, agents and servants) against any and all losses, expenses, demands, claims and liability in connection with injuries and property damage to persons, firms or corporations (including the parties hereto and their respective employees, agents and servants, licensees and invites, trespassers and/or the general public's use of the subject License Area) caused by or growing out of Licensee's presence on, or Use of, the License Area. Licensee agrees to defend at his expense, including attorney's fees, any suit or action brought against Licensee and/or Delmarva, its parents, and their subsidiaries, based on any alleged injuries or damages, losses and expenses caused by or growing out of Licensee's presence on, or Use of, the License Area.
18. At no time shall Licensee store vehicles, fuel or explosives on the License area.

19. Licensee shall comply with all applicable federal, state and local laws, codes and regulations pertaining to the Use, and must obtain all necessary permits and/or approvals needed, including but not limited to any building permits, at the Licensee's expense.
20. Licensee shall conduct all activities on the License Area in compliance with all applicable laws, including environmental laws.
21. Licensee and its contractors, who conduct any operations or perform any work permitted by this agreement or any activity connected therewith, shall procure and maintain at its own expense the following minimum insurance in forms and with insurance companies rated at least A-VII by AM Best:
 - (a) Commercial General Liability and/or Umbrella/Excess Liability (including contractual liability coverage equivalent to what is insured by ISO CGL form 00 01): \$2,000,000 per occurrence and in the aggregate;
 - (b) Workers Compensation insurance for statutory obligations imposed by Workers Compensation, Occupational Disease, or other similar laws;
 - (c) Employer's Liability: \$1,000,000 per accident/ per disease, per employee/per disease, policy limits
 - (d) Business Automobile Liability (for all owned, non-owned, hired, and leased vehicles): \$2,000,000 per accident.
 - (e) Licensee shall provide certificates of insurance and applicable policy wording and/or endorsements to Delmarva Power & Light Company, Attention: Manager, Real Estate, 2530 N Salisbury Boulevard Salisbury, MD, 21801, Mail stop 29SC55.
 - (f) With respect to subsections (a) and (d) above, such insurance shall include Delmarva Power & Light Company, its officers, directors, employees and agents as additional insured. All insurance required hereunder shall provide a waiver of subrogation in favor of Delmarva Power & Light Company, state that required coverage is primary to any other valid insurance available to Delmarva Power & Light Company (to the extent permitted by applicable insurance law) and allow cross-liabilities and coverage regardless of fault. Licensee shall provide at least thirty (30) days prior written notice to Delmarva Power & Light Company of cancellation of any required coverage if not replaced.
 - (h) In the event any Subcontractor(s) provide any services hereunder, Licensee shall require such Subcontractor(s) to maintain insurance in accordance with this Section.

22. Failure by either party to this License Agreement to enforce its rights under this Agreement does not constitute a waiver of those rights.
23. All rights and duties under this License Agreement benefit and bind Delmarva and Licensee and their successors and assigns.
24. This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, these presents have been duly executed and delivered.

Witness:

Licensor:

DELMARVA POWER & LIGHT COMPANY

By: _____

Name: Steven A. Krup, Manager Real Estate

Witness:

Licensee :

CITY OF SALISBURY, a Municipal Corporation of the State of Maryland

By: _____

Name: Jake Day

Title: Mayor, City of Salisbury

Witness:

By: _____

Name: Amanda Pollack

Title: Director of Infrastructure and Development, City of Salisbury

EXHIBIT A

Sketch of License Area

NAYLOR MILL ROAD

U.S. ROUTE 13 NORTH

N88°11'47"E
57.57'

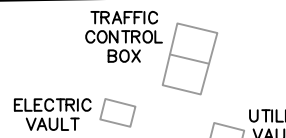
27.35'
S0°08'33"W

N88°59'50"E
29.88'

N89°03'30"E
78.06'

S45°26'42"E
19.34'

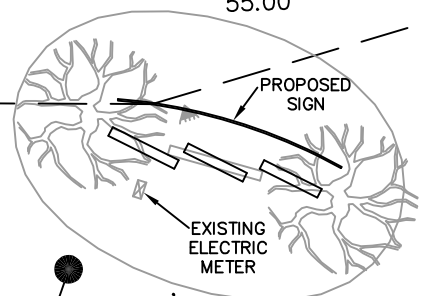
EXISTING
CITY OF SALISBURY
UTILITY EASEMENT
1136/849



75'
L=7.30'
R=4849.65'
STA.: 120+92.36
75'
STA.: 120+85.18

DELMARVA
POWER & LIGHT
941/125
388/438

N2°06'56"W
35.00'

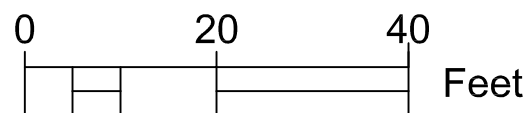


PROPOSED
LICENSE
AGREEMENT
AREA
1,924± S.F.

R=4849.65'
L=35.00'
R=4849.65'
L=15.76'
S2°30'30"E
183.66'

75'
STA.: 120+50.72
75'
P.C. STA.: 120+35.20

55.00'
S87°50'04"W



CITY OF SALISBURY

DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

"SBY" SIGN LICENSE AGREEMENT
ROUTE 13 NORTH & NAYLOR MILL ROAD
LANDS OF DELMARVA POWER

DRAWING NO. DCAXXXXX

DATE: 09/14/2021

SCALE: 1" = 20'

SHEET 1 OF 1

REVISED: △

APPROVED:
CITY OF SALISBURY
DEPT. OF INFRASTRUCTURE
AND DEVELOPMENT

City Project #

Amanda Pollack, P.E., Director

Date



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: October 27, 2021
Re: Delmarva Power License Agreement for Gateway Sign

AP

The City Administration desires to install a new welcome gateway sign on each major entry road into Salisbury (north, south, east and west). The signs will welcoming visitors and residents to the City. There is currently a Salisbury sign on the property owned by Delmarva Power & Light Company located at 2530 N. Salisbury Boulevard. Attached is a License Agreement which grants the City the right to install, repair and maintain a sign on the property of Delmarva Power and sets forth the rights and obligations of all parties. Once the license agreement is executed, the City will issue bids for the construction of the new gateway sign.

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