



## CITY OF SALISBURY CITY COUNCIL AGENDA

---

January 10, 2022

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

---

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor Greg Morris, Parkway Church of God
- 6:03 p.m. PROCLAMATION- Mayor Jacob R. Day
- Human Trafficking Awareness Month
- 6:09 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:10 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- November 15, 2021 Closed Session Minutes (separate email)
  - November 22, 2021 Council Meeting Minutes
  - December 6, 2021 Work Session Minutes
  - December 6, 2021 Special Meeting Minutes
  - **Resolution No. 3142**- approving the reappointment of Lorraine Bozman to the Salisbury Zoo Commission for term ending December 2024
  - **Resolution No. 3143**- approving the appointment of Louis Rimbach to the Elections Board for term ending December 2027
- 6:15 p.m. AWARD OF BID- Procurement Director Jennifer Miller
- ITB A-22-109 EMS Supplies
- 6:25 p.m. **PUBLIC HEARING**- City Administrator Julia Glanz
- Resolution No. 3131- **PENNTEX/BEAVER RUN ANNEXATION**
  - Resolution No. 3132- **PENNTEX/BEAVER RUN ANNEXATION PLAN**
- 6:35 p.m. RESOLUTION- City Administrator Julia Glanz
- **Resolution No. 3144**- authorizing execution of a cable franchise agreement between the City of Salisbury and Shenandoah Cable Television, LLC
- 6:45 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2700**- 2<sup>nd</sup> reading- to grant a property tax credit against the City Property Tax imposed on certain real property owned by Salisbury Neighborhood Housing Services, Inc.

- **Ordinance No. 2702-** 2<sup>nd</sup> reading- accepting grant funds from the Governor's Office of Crime Prevention, Youth, and Victim Services in the amount of \$20,000 under the FY22 Police Recruitment and Retention Program and amending the Grant Fund Budget to appropriate these grant funds to supplement the cost of gym memberships for Salisbury Police Officers
- **Ordinance No. 2703-** 1<sup>st</sup> reading- approving a budget amendment of the City's Special Revenue Fund Budget and to accept and appropriate donated funds from the Draper Holdings Charitable Fund/Bless Our Children Campaign for the Santa's Workshop Program
- **Ordinance No. 2704-** 1<sup>st</sup> reading- granting three Right-Of-Way and License Agreements to Delmarva Power & Light Company across three City owned properties (Parking Lot 13, Salisbury Parking Garage, and Salisbury City Park) for installation of electric vehicle charging station facilities
- **Ordinance No. 2705-** 1<sup>st</sup> reading- authorizing the Mayor to appropriate funds for the Main Street Masterplan Project
- **Ordinance No. 2706-** 1<sup>st</sup> reading- approving an amendment of the FY22 Budget to appropriate funds for street resurfacing and concrete repair
- **Ordinance No. 2707-** 1<sup>st</sup> reading- authorizing the Mayor to appropriate funds in the FY2022 General Fund Budget and amend the authorized positions included in the FY22 General Fund Budget
- **Ordinance No. 2708-** 1<sup>st</sup> reading- reallocation of Main Street Master Plan

7:05 p.m. PUBLIC COMMENTS

7:10 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:15 p.m. ADJOURNMENT

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 [www.salisbury.md](http://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 – January 24, 2022**

- Presentation- Lower Shore Black Professional Alliance
- Ordinance No. 2703- 2<sup>nd</sup> reading- approving a budget amendment of the City's Special Revenue Fund Budget and to accept and appropriate donated funds from the Draper Holdings Charitable Fund/Bless Our Children Campaign for the Santa's Workshop Program
- Ordinance No. 2704- 2<sup>nd</sup> reading- granting three Right-Of-Way and License Agreements to Delmarva Power & Light Company across three City owned properties (Parking Lot 13, Salisbury Parking Garage, and Salisbury City Park) for installation of electric vehicle charging station facilities
- Ordinance No. 2705- 2<sup>nd</sup> reading- authorizing the Mayor to appropriate funds for the Main Street Masterplan Project

- Ordinance No. 2706- 2<sup>nd</sup> reading- approving an amendment of the FY22 Budget to appropriate funds for street resurfacing and concrete repair
- Ordinance No. 2707- 2<sup>nd</sup> reading- authorizing the Mayor to appropriate funds in the FY2022 General Fund Budget and amend the authorized positions included in the FY22 General Fund Budget
- Ordinance No. 2708- 2<sup>nd</sup> reading- reallocation of Main Street Master Plan

Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING (COUNCIL CHAMBERS AND ZOOM)**

**NOVEMBER 22, 2021**

**PUBLIC OFFICIALS PRESENT**

*President John “Jack” R. Heath  
Council Vice-President Muir Boda  
Councilwoman April Jackson*

*Mayor Jacob R. Day  
Councilwoman Angela M. Blake*

**PUBLIC OFFICIALS ABSENT**

*Councilwoman Michele Gregory*

**IN ATTENDANCE**

*Deputy City Administrator Andy Kitzrow, Housing and Homelessness Manager Christine Chestnutt, Assistant City Clerk Julie English, Executive Administrative Assistant- Mayor’s Office Jessica Turner, Water Works Director Cori Cameron, Department of Infrastructure and Development Director Amanda Pollack, Procurement Director Jennifer Miller, City Attorneys Ashley Bosche and Michael Sullivan, City Clerk Kimberly Nichols, members of the public*

**CITY INVOCATION – PLEDGE OF ALLEGIANCE**

*The City Council met in regular session at 6:00 p.m. in a hybrid meeting (in person and on Zoom Conferencing Video) and Council President John R. “Jack” Heath called the meeting to order. After the recital of the pledge to the flag, he invited Rev. Norman Hancock of St. Thomas Anglican Church to the podium to provide the invocation.*

**PROCLAMATION-** presented by Mayor Jacob R. Day

***National Runaway Prevention Month***

*Mayor Day presented the National Runaway Prevention Month proclamation and urged all citizens to support the effort to increase public awareness to provide safe alternatives to runaway and homeless youth and their families. Each year approximately 4.2 million people ages 13 to 25 endure some form of homelessness, and are at an increased risk for falling into high risk situations, such as human trafficking. Fenix Youth Project in Salisbury, under the leadership of Executive Director Amber Green, supports marginalized youth through a variety of programs and a Drop-In Center for youth experiencing a housing crisis or homelessness, need food, personal items, laundry services or just love and acceptance. The program provides access to resources designed to build leadership skills and become engaged in community issues.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve the legislative agenda as presented.*

47  
48 **AWARD OF BIDS-** presented by Procurement Director Jennifer Miller  
49

50 *The Award of Bids, consisting of the following items, was unanimously approved (4-0 vote) on a*  
51 *motion and seconded by Ms. Jackson and Mr. Boda, respectively.*  
52

- **Award of Contracts**

- RFP 22-101 Disposition of Mitchell Landing \$1,381,806.00
- ITB 22-114 Street Sweeper \$ 270,772.00

53  
54 **RESOLUTIONS-** presented by Deputy City Administrator Andy Kitzrow  
55

- **Resolution No. 3131-** proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Beaver Run Drive - PennTex Annexation”, beginning at a point contiguous to and binding upon the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U.S. Route 50, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2, and a portion of the public road right-of-way known as “Walston Switch Road”, containing 3.08 acres more or less.

56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve*  
67 *Resolution No. 3131.*

- **Resolution No. 3132-** approving the annexation plan for the Beaver Run Drive - PennTex Annexation

68  
69  
70  
71  
72 *Mr. Boda moved, Ms. Jackson seconded, and the vote was 4-0 to approve Resolution*  
73 *No. 3132.*

- **Resolution No. 3135-** to authorize the Mayor to enter into, on behalf of the City of Salisbury, an amended and restated annexation agreement with Vantage Point Salisbury Partners I, LLC, setting forth the terms and conditions governing the prior annexation and future development of that certain real property identified as part of Map 29, Parcel 219

74  
75  
76  
77  
78  
79  
80  
81 *Ms. Jackson moved, Ms. Blake seconded, and the vote was 4-0 to approve Resolution*  
82 *No. 3135.*

- **Resolution No. 3136-** 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

83  
84  
85  
86  
87  
88 *Mr. Boda moved, Ms. Jackson seconded, and the vote was 4-0 to approve Resolution*  
89 *No. 3136.*

- 90
- 91 • **Resolution No. 3137-** to authorize the Mayor to enter into, on behalf of the City of
- 92 Salisbury, an amended and restated Land Disposition Agreement with Salisbury
- 93 Development Group, LLC setting forth the terms and conditions governing the sale and
- 94 redevelopment of the Port of Salisbury Marina
- 95

96 Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve

97 Resolution No. 3137.

98

99 **ORDINANCES-** presented by City Attorney Michael Sullivan

100

- 101 • **Ordinance No. 2694-** 2<sup>nd</sup> reading- authorizing the Mayor to enter into a memorandum of
- 102 understanding with the Somerset County Health Department for the purpose of accepting
- 103 Emergency Housing Program grant funds in the amount of \$34,000, and to approve a
- 104 budget amendment to the grant fund to appropriate these funds for the 2021 Cold Weather
- 105 Shelter
- 106

107 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve

108 Ordinance No. 2694 for second reading.

109

- 110 • **Ordinance No. 2695-** 1<sup>st</sup> reading- authorizing the mayor to enter into a contract with the
- 111 Maryland Department of Transportation Transportation Alternatives Program for the
- 112 purpose of accepting grant funds in the amount of \$597,024, and to approve a budget
- 113 amendment to the Grant Fund to appropriate these funds for the Citywide Bike Network
- 114 Design Project
- 115

116 Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve

117 Ordinance No. 2695 for first reading.

118

- 119 • **Ordinance No. 2696-** 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the
- 120 United States Conference of Mayors for the purpose of accepting Police Reform and Racial
- 121 Justice Grant Program funds in the amount of 75,000, and to approve a budget amendment
- 122 to the Grant Fund to appropriate these funds so that they may be applied to the Salisbury
- 123 Police Mental Health Collaborative Partnership
- 124

125 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve

126 Ordinance No. 2696 for first reading.

127

- 128 • **Ordinance No. 2697-** 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the
- 129 Somerset County Health Department for the purpose of accepting Emergency Solutions
- 130 Grants – Cares Act (ESG-CV2) funds in the amount of 117,600, and to approve a budget
- 131 amendment to the Grant Fund to appropriate these funds for a Homeless Services Case
- 132 Specialist, Rapid Re-housing Rental Assistance, portable toilets and hand washing stations
- 133

134 Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve

135 Ordinance No. 2697 for first reading.

- 136
- 137 • **Ordinance No. 2698-** 1<sup>st</sup> reading- approving an amendment of the FY2022 General Fund
- 138 budget to adjust the Salisbury Police Department's pay plan for the purpose of recruiting
- 139 and retaining experienced officers and to be competitive with area agencies
- 140

141 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve

142 Ordinance No. 2698 for first reading.

143

- 144 • **Ordinance No. 2699-** 1<sup>st</sup> reading- authorizing the Mayor to accept additional grant
- 145 funding from the Maryland Department of the Environment (MDE) Bay Restoration
- 146 Fund (BRF) and to approve a budget amendment to the FY 2022 General Fund budget
- 147 to appropriate such MDE BRF funds for repair and maintenance projects to be
- 148 completed at the Waste Water Treatment Plant
- 149

150 Ms. Jackson moved, Mr. Boda seconded, and the vote was 4-0 to approve Ordinance No.

151 2699 for first reading.

152

153 **PUBLIC COMMENTS**

154

155 The following comments were received from one member of the public via Zoom:

156

- 157 • Speaker liked Ms. Jackson's comment regarding surplus land. Just because property was
- 158 defined as surplus did not mean its value was zero. An example was that the City just
- 159 declared Mitchell Landing as surplus and sold it for \$1,381,806. Speaker read the
- 160 following: Resolution No. 3137 concerned the sale of 2.4 acres of land adjacent to the Port
- 161 of Salisbury to a private developer for a project called Marina Landing. The proposal was
- 162 to build two five story buildings with commercial space on the first floor and 28 units above
- 163 for the sale price of \$1. The land was part of a 4.5-acre parcel that the City bought in 1988
- 164 for \$1,415,000. As part of the deal, the developer would take responsibility for operating the
- 165 Marina, which would still be owned by the City. The lease on the Marina would be for 50
- 166 years with the developer having exclusive right to extend the lease for three consecutive 50
- 167 year periods. The operator would retain all profits from operations during the term of the
- 168 lease. The City would make all capital improvements for up to the next 200 years, all to the
- 169 benefit of a private developer. Since pilings, bulkheads, piers, etc. need constant
- 170 replacement, the expenses will be paid by City residents and have zero revenue from it. The
- 171 revenue would accrue to the developer. The developer would also receive a perpetual
- 172 parking dedication for the 114 parking lot spaces located between the project and Brew
- 173 River. It had to be in the hundreds of thousands of dollars for the City to pave parking lots,
- 174 not counting the cost of land. The City would receive no compensation for giving away these
- 175 parking rights, but would still be responsible for the maintenance and repair of this lot
- 176 forever, because the City could never sell the land because it gave a perpetual right to the
- 177 developer. Since the land was located in the Central Business District it should be eligible
- 178 for HORIZONS Tax Abatement program, meaning zero property taxes for the first five
- 179 years. The City would receive no revenue there, reduced taxes for the next fifteen years. It
- 180 would not pay its fair share until the year 2042. There would be zero new property tax

revenues but increased costs for Police, Fire, Public Works, etc. caused by this project. It made no sense to literally give City property away and increase the bottom line for only the developer. The citizens of Salisbury should be appalled that this was even considered by the elected officials. The City should reject this resolution and should sell land at a price that is reasonable.

#### **ADMINISTRATION AND COUNCIL COMMENTS**

President Heath said the reason they held Work Sessions was for the Public to have opportunity to comment on items before they were voted on. He said that the speaker did not mention the future tax income for the City. The position when this first came in terms of the housing availability was much different than it was today. Competition was good and it would certainly put more pressure on landlords if they had competition. He appreciated the speaker's stance but said it was misguided.

Mayor Day recapped the evening's two annexations; two major housing developments; a new gateway sign; emergency housing during cold weather; accepting state funds for designing the final bike lanes; accepting funding for providing mental health emergency services alongside our police officers; adding a third homelessness staffer; Rapid rehousing; increasing pay for police officers; and accepting a grant for our Wastewater Treatment Plant. He applauded the Council on all this.

Mr. Boda said that the City accepted over \$1 million in grants for various things from addressing homelessness, mental health issues, supporting the law enforcement officers, and the bike lanes. Past mistakes included governments trying to be landlords and acquire property. Governments were not good landlords and selling Mitchell Landing was one of the best real estate decisions the City has made.. By off-loading the Marina, even if it was for \$1, the City was getting out of that business. It was not something governments do. Parking lots generally are an expense and do not generate that much revenue. He said it was good to take these non-productive properties and make them productive. For the past six years, this was the direction Council had agreed to move towards.

Ms. Jackson thanked the following in regards to the Westside Mural Ribbon Cutting: City of Salisbury, Dept. of Housing and Community Development, Salisbury Arts & Entertainment, VFW # 10159, Artist Brick Flood, families of the persons represented on the mural, the community, and a host of dignitaries including City Administrator Julia Glanz. On December 8, 2021 at the VFW # 10159, there would be a blood drive from 10:00 a.m. to 5:00 p.m. and on December 11, 2021 there would be a Christmas Dinner and gift giving event at the Richard Hazel Youth Center.

Ms. Blake asked those healthy enough to please give blood.

President Heath asked for prayers for those in the Wisconsin parade tragedy. He wished everyone a happy thanksgiving and thanked Operation We Care for packing 500 boxes for the troops.

#### **ADJOURNMENT**

With no further business to discuss, the Legislative Agenda adjourned at 7:41 p.m.



CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
NOVEMBER 8, 2021

TIME & PLACE: 6:50 p.m., Council Chambers

PURPOSE: Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

VOTE TO CLOSE: Unanimous (5-0)

CITATION: Annotated Code of Maryland §3-305(b)(14)

PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice-President Muir Boda, Councilwoman April Jackson, Councilwoman Angela Blake, Councilwoman Michele Gregory, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, City Attorney Michael Sullivan, City Clerk Kim Nichols

ABSENT:

\*\*\*\*\*

The City Council convened in Legislative Session at 6:00 p.m. At 6:50 p.m. President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(14). Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to convene in Closed Session.

Council was briefed by City Administrator Julie Glanz on the development proposals from two entities for Lot 10, and provided a recommendation.

After discussing the previous proposals for the lot, Council unanimously approved of the recommendation.

At 7:05 p.m., Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to adjourn the Closed Session.

Council immediately convened in Open Session and President Heath reported that Council had met in Closed Session and discussed the negotiating strategy for a contract.

The Open Session was immediately adjourned.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President

CITY OF SALISBURY  
WORK SESSION  
DECEMBER 6, 2021

Public Officials Present

Council President John “Jack” R. Heath  
Councilwoman Angela Blake  
Councilwoman April Jackson

Council Vice-President Muir Boda  
Councilwoman Michele Gregory

Public Officials Absent

Mayor Jacob R. Day

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Housing & Homelessness Manager Christine Chestnutt, Department of Infrastructure & Development Director Amanda Pollack, Police Chief Barbara Duncan, Assistant Police Chief Dave Meienschein, Field Operations Director Jana Potvin, Director of Finance Keith Cordrey, Water Works Director Cori Cameron, Fire Chief John Tull, Special Assistant to the Mayor Nate Sansom, Assistant GIS Director John O’Brien, Assistant City Clerk Julie English, Attorneys Ashley Bosche and Michael Sullivan, and members of the public.

-----  
On December 6, 2021 the Salisbury City Council convened in a hybrid Work Session (in person and on Zoom Conferencing Video) at 4:30 p.m. in Council Chambers.

**Presentation of FY21 Audit**

Keith Cordrey introduced Timothy Sawyer, CPA, CGMA with Barbacane Thornton & Company. Mr. Sawyer presented the FY21 Audit report for the City of Salisbury. The audit was performed virtually in November 2021. The City received unmodified or clean audit opinions on the audit for FY21.

**Budget amendment to appropriate funds from GOCCP Youth and Victim Services Grant**

Colonel Meienschein presented the GOCCP Youth and Victim Services Grant to be applied to gym memberships for existing sworn personnel as well as new hires.

Council reached unanimous consensus to advance the budget amendment to legislative session.

**Ordinance to establish a Salisbury Neighborhood Housing Services tax credit**

Nate Sansom introduced an ordinance to establish a tax credit for Salisbury Neighborhood Housing Services (SNHS) as part of the Here is Home initiative. This tax credit would apply to SNHS non-administrative buildings.

Council reached unanimous consensus to advance the legislation to legislative agenda.

#### **Resolution approving an MOU with Eastbound Disc Golf**

Amanda Pollack presented an overview of the proposed MOU with Eastbound Disc Golf.

Ms. Blake questioned the second design to be sure it would not interfere with people who walk their dogs in that area. Mrs. Pollack confirmed that the course would coexist with the current happenings of the area.

Council reached unanimous consensus to move forward with the resolution.

#### **Update on Here is Home Housing Expansion Incentive Program**

Mrs. Pollack provided Council with the first Here is Home update. In less than a month six applications were received. There were 876 residential units; 172 single family units, 260 duplexes, 308 townhouses, 101 apartments, 35 assisted living and memory care units.

Ms. Blake asked if any of the residential units have been designated for low income housing. In response, Mrs. Pollack was not aware of any with that designation. Mr. Heath added that this program will definitely have an impact on the market.

#### **Budget amendment to use surplus funds for programs and projects**

Ms. Glanz introduced a budget amendment that will use surplus funds for various programs and projects that have continually been requested in the CIP.

Council reached unanimous consensus to advance the budget amendment to legislative agenda.

#### **ADJOURNMENT**

With no further business to discuss, the Work Session adjourned at 5:02 p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President

**CITY OF SALISBURY, MARYLAND**

**SPECIAL MEETING**

**December 6, 2021**

**PUBLIC OFFICIALS PRESENT**

*Council President John “Jack” R. Heath  
Councilwoman Angela M. Blake  
Councilwoman April Jackson*

*Council Vice-President Muir Boda  
Councilwoman Michele Gregory*

**PUBLIC OFFICIALS ABSENT**

*Mayor Jacob R. Day*

**IN ATTENDANCE**

*City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Michael Sullivan and Assistant City Clerk Julie English*

*\*\*\*\*\*  
The City Council convened in a hybrid Work Session (in person and on Zoom Conferencing Video) on December 6, 2021. Upon the adjournment of the Work Session at 5:02 p.m., President Heath called the Special Meeting to order.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (5-0) to approve the Special Meeting agenda as presented.*

**ORDINANCE** – presented by City Attorney Michael Sullivan

- **Ordinance No. 2698**- 2<sup>nd</sup> reading- approving an amendment of the FY2022 General Fund budget to adjust the Salisbury Police Department’s pay plan for the purpose of recruiting and retaining experienced officers and to be competitive with area agencies

*Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to approve Ordinance No. 2698 for second reading.*

**COUNCIL COMMENTS**

*Ms. Glanz extended her appreciation to all involved in the Christmas parade. She also mentioned that the Deputy Director of Field Operations Ben Baker was retiring after over 30 years of service to the City. Ms. Glanz thanked Mr. Cordrey and the Finance team for all of their hard work. Lastly, Ms. Glanz wished Mr. Sullivan well in his future endeavors.*

*Mr. Boda mentioned how great it was to see the City out in full force at the Christmas parade.*

47 *Ms. Jackson reflected on her ability to walk the parade. She encouraged everyone to give blood*  
48 *or donate to the Delmarva Blood Bank.*

49  
50 *Ms. Blake reiterated the need for people to give blood.*

51  
52 *Ms. Gregory encouraged those who were eligible to get their booster or vaccine.*

53  
54 *President Heath asked everyone to share the blood alert on his Facebook page to get the word*  
55 *out. Mr. Heath and his family also enjoyed the parade.*

56  
57 **ADJOURNMENT**

58  
59 *With no further business to discuss, the Special Meeting adjourned at 5:30 p.m.*

60  
61 \_\_\_\_\_  
62 *City Clerk*

63  
64 \_\_\_\_\_  
65 *Council President*



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Re-appointment to the Salisbury Zoo Commission  
**Date:** December 17, 2021

OK  
JRD

The following person has applied for re-appointment to the Salisbury Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Lorraine Bozman	December 2024

Attached is the information from Ms. Bozman and the resolution necessary for her re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

on agenda 1/10/22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

<u>Name</u>	<u>Term Ending</u>
Lorraine Bozman	December 2024

ATTEST:

John R. Heath  
PRESIDENT, City Council

\_\_\_\_\_ day of \_\_\_\_\_, 2022

Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

OK  
JLD

To: Jacob R. Day, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Elections Board  
Date: December 15, 2021

---

The following person has applied for appointment to the Elections Board for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Louis G. Rimbach	December 2027

Attached is the information from Mr. Rimbach and the resolution necessary for his appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments







City of  
**Salisbury**  
Jacob R. Day, Mayor

## **COUNCIL AGENDA**

### **Department of Procurement**

**January 10, 2022**

#### **Award of Bid**

1. ITB A-22-109 EMS Supplies

\$ 45,000/yr



# City of Salisbury

Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** January 10, 2022  
**Subject:** Award of Bid

The Department of Procurement seeks approval from City Council to award contracts for EMS Medical Supplies for the Salisbury Fire Department. The City followed required bidding practices by publicly posting this solicitation on the City of Salisbury's Procurement Portal and the State of Maryland's website, eMaryland Marketplace Advantage. Additional details are available in the departmental memo.

## ITB A-22-109 EMS Medical Supplies

- Department: Salisbury Fire Department
- Scope of Work: Supply and deliver EMS Supplies
- Bid date: 09/28/2021
- Bid opening: 11/04/2021
- Total bids received: 3 partial/2 full
- Est. annual cost: \$45,000
- GL Account(s): 24035-546016
- Notes:
  - Multiple vendor award
  - Requirements-type contract - purchase orders will be issued as supplies are required
  - Initial 1 yr. term with 2 optional 1 yr. renewals



## MEMORANDUM

**To:** Jennifer Miller, Director of Procurement  
**From:** John W. Tull, Fire Chief  
**Subject:** Invitation to Bid #ITB-A-22-109 Medical Supplies for EMS  
**Date:** December 6, 2021

---


The Fire Department has completed its evaluation of the proposed EMS medical supplies from the qualified bidders as supplied by your Department. According to the established invitation to bid, the City reserves the right to award the contract to multiple vendors. With that being said, the Department would like to award Invitation to Bid #ITB-A-22-109 to the following vendors:

- Schedule "A" – Airway Supplies                      Henry Schein, Inc.
  - Items 1, 3, 74 – 76                      Bound Tree Medical, LLC
- Schedule "B" – Intravenous Supplies                      Bound Tree Medical, LLC
- Schedule "C" – Glucometer Supplies                      Bound Tree Medical, LLC
- Schedule "D" – Trauma/Bleeding Supplies                      Bound Tree Medical, LLC
- Schedule "E" – Miscellaneous Supplies                      Henry Schein, Inc.
  - Item 115                      Bound Tree Medical, LLC
- Schedule "F" – Catalog Discount Pricing for Items not Expressed in the Form Bid
  - Items 201 – 206                      Henry Schein, Inc.
  - Items 201 – 206                      Bound Tree Medical, LLC

This request to award ITB-A-22-109 *Medical Supplies for EMS* to the above-named companies is based on low-bid and sole source items based on products that are tested and tied to our device specifications and clinical integrity and performance.

Should you have any questions or require additional information, please do not hesitate to contact me.

# MEMO

To: Amanda Pollack, P.E., Director Infrastructure & Development  
From: William T Holland   
Date: 11/8/2021  
Re: PTV 1167, LLC – Beaver Run Annexation

---

Attached is the annexation documents for the PTV 1167, LLC – Beaver Run Annexation. Please have this scheduled for the November 15<sup>th</sup> City Council Work Session for their review of the attached documents.

The annexation documents includes the agreement, annexation plan, the fiscal impact memo, two resolutions, and other supporting materials.

May 6, 2021

City of Salisbury  
Department of Building, Permitting & Inspections  
Attention: Mr. William T. Holland, Director  
125 North Division Street  
Salisbury, MD 21801

Re: Annexation Petition  
31997 Beaver Run Road  
Map 39 – Parcel 264, Block A – Lots 1 and 2  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Holland,

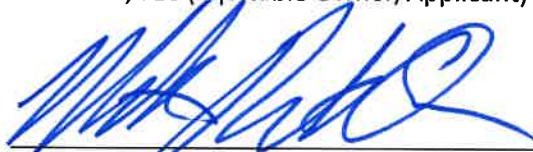
Pursuant to executed Agreement of Sale ("Agreement") between the Owners of the above noted parcels and PTV 1167, LLC ("Buyer"), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located at 400 Penn Center Boulevard, Building 4 – Suite 1000, Pittsburgh, PA 15235, its successors and assigns; Buyer provides this letter, in conjunction with previously submitted materials including an executed Petition for Annexation, as indication that the parties (Seller and Buyer) mutually intend to move forward with the annexation of the above noted properties into the City of Salisbury; subject to an annexation agreement. Attached hereto is a letter executed by both parties further confirming Seller's Authorization of Buyer to pursue annexation of the property.

Buyer intends to enter into a final Annexation Agreement and is permitted to do so by the Seller by virtue of the Agreement.

Sincerely,

PTV 1167, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Asst. Vice President

Enc.



Real Estate Development

400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

T: 724-420-5367

F: 724-420-5369

April 14, 2021

**PRESENTED VIA HAND DELIVERY TO:**

Jeff Bucaro, VP of Assets  
Ocean Petroleum Properties, Inc.

**Re: Agreement of Sale by and between Ocean Petroleum Properties, LLC ("Seller") and PTV 1067, LLC, later assigned to PTV 1157, LLC ("Buyer"), dated July 13, 2020, as amended (the "Agreement"), for certain property in Wicomico County, Maryland, as more particularly described therein (the "Property")**

Mr. Bucaro:

By your signature below, you verify as follows:

- That Seller is the legal owner of the Property;
- That you have the requisite authority to bind Seller to the terms hereunder;
- That Seller consents and agrees that, Buyer, pursuant to its equitable interest in the Property, may petition the City of Salisbury, Maryland, to have the Property annexed into the City and made a part thereof; and
- That Buyer is authorized to perform all functions, including but not limited to the executing the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

If you are in agreement with each of the items above, please sign below. If there are any questions, please do not hesitate to contact me or Jason Donald.

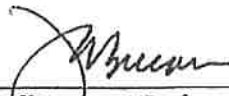
**PTV 1057, LLC**

**By: PennTex Ventures, LLC**

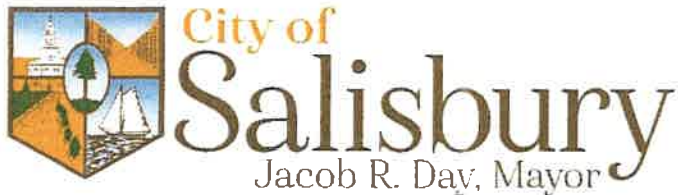
  
Matt Ripplin, General Counsel

Date: 4/14/2021

**Ocean Petroleum Properties, Inc.**

  
Jeff Bucaro, VP of Assets

Date: 4/14/21



June 28, 2021

Becker Morgan Group, Inc.  
312 West Main Street, Suite 300  
Salisbury, MD 21801  
Attn: Jeffrey A. Harman, P.E.

**RE: #202100638      Annexation Zoning – Beaver Run Drive Annexation – 31997 Beaver Run Drive –  
Map 0039, Grid 0006, Parcel 0264, Lots 1 & 2**

Dear Mr. Harman:

The Salisbury Planning Commission at its June 17, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **Mixed Use Non-Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,



Henry Eure  
Project Manager





## **Infrastructure and Development Staff Report**

July 15, 2021

### **I. BACKGROUND INFORMATION:**

Project Name: 31997 Beaver Run Drive

Applicant/Owner: PennTex Ventures

Infrastructure and Development Case No.: 201900380

Nature of Request: Zoning Recommendation for Annexation

Location of Property: 31997 Beaver Run Drive; Map #0039; Grid #0006; Parcel #0264; Lots #1 & 2

Requested Zoning District: R-8A Residential

### **II. SUMMARY OF REQUEST:**

#### **A. Introduction:**

The City Administration has referred the 31997 Beaver Run Drive annexation, located on the northeast corner of Beaver Run Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 - 3)** The properties are located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive. The combined area of both lots totals 134,242 sq. ft. (3.08 acres). **(Attachment 4)**

#### **B. Area Description:**

The requested annexation area consists of two (2) lots on one (1) parcel 134,242 sq. ft. in size. Lot 1 has been improved with a convenience store, while lot 2 is unimproved. **(Attachment 5)**

### **III. ZONING ANALYSIS:**

#### **A. Existing Zoning:**

The annexation area and the adjoining County area to the north, south and east is zoned LB-1 Light Business and Institutional. To the west, the properties are located in the City's Mixed Use Non-Residential zoning district, while properties to the southwest are in Planned Development District No. 3 – Moore Property district.



**B. County Plan.**

The County Comprehensive Plan designates this property and area as Urban Corridor.

**C. Zoning for Annexed Areas.**

**1. Introduction.**

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

**2. Adopted Plans.**

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated "Urban Corridor."

**3. Maryland Law.**

House Bill 1141 made two (2) changes to Annexation Procedures that became effective October 1, 2006. They are:

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the County and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

**IV. DEVELOPMENT SCENARIO:**

**A. Proposed Use:**

As previously noted, Lot 1 of the property has been improved with a convenience store and fuel islands. The proposed redevelopment will consist of a convenience store and expanded fueling area that will utilize both lots. **(Attachment 6)**

**B. Access:**

The site will have access from both Walston Switch Road (entrance only) and Beaver Run Drive (entrance and exit).



City of  
**Salisbury**  
Jacob R. Day, Mayor

**C. Configuration and Design:**

The annexation area is rectangular in shape and adjoins the existing City boundaries along the west property lines.

**D. Estimated Development Impacts:**

The development impact assessment traditionally pertains to a proposal for a residential development. This site is, and will be, developed with a retail use (convenience store and fueling station).

**V. ZONING RECOMMENDATION:**

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned LB-1 Light Business and Institutional in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as "Mixed Use", and the proposed use and requested zoning classification meet this designation by utilizing the Mixed Use Non-Residential zoning classification, which is the zoning designation for adjoining city parcels. **(Attachment 7)**

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **Mixed Use Non-Residential** upon annexation.

# Memorandum

**To:** Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development  
**From:** Heather R. Konyar, Esquire  
**Date:** 10/21/2021  
**Re:** *Fiscal Impact* – PTV 1167, LLC; Beaver Run Annexation

---

## **Petition Requesting the City's Annexation of the Property:**

PTV 1167, LLC ("**PTV 1167**") filed a Petition for Annexation (the "**Petition**"), dated May 6, 2021, with the City of Salisbury (the "**City**"), requesting the City annex the following parcels of lands:

- Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the "**Beaver Run Property**"); and;
- All that certain portion of the public road right-of-way known as "Walston Switch Road", consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled "Annexation Boundary Exhibit" dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City's annexation of the Beaver Run Property (the "**Annexation Plat**"). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**). (The aforesaid public road right-of-way is hereinafter referred to as the "**Walston Switch ROW**"; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the "**Annexed Property**".)

If approved by the City Council, the City's annexation of the Annexed Property will add 3.08+/- acres of land to the municipal boundaries of the City, to be zoned as "Mixed Use Non-Residential" and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the "**City Code**"). The City's annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$10,464.80 +/- . This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

## **Costs Incurred by the City from the Annexation of the Property:**

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2022 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by PTV 1167, will be exclusively commercial).

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City's annexation of the Annexed Property. In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$3,300.00+/-.

#### **Revenues to City from the Annexation of the Property:**

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2022 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since the actual assessed value of the improvements PTV 1167 has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as PTV 1167 has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The sources for the assessed values is Maryland's State Department of Assessment and Taxation.

Under PTV 1167's proposed development plan, the Annexed Property would be developed for a convenience store and fueling stations, totaling more than 4,505 +/- square feet of commercial floor space, plus a newly developed fuel canopy facility totaling 4,284 +/- square feet. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$1,400,000.00. Using the real property tax rate adopted by the City for its FY2022 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$13,764.80 +/-.<sup>1</sup>

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to the development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

#### **Conclusion:**

Upon completion of PTV 1167's proposed development of the Annexed Property, the Beaver Run Annexation will result in a positive fiscal impact to the City of approximately \$10,464.80 +/- per year in constant 2022 dollars.

---

<sup>1</sup> Regardless of any development, upon annexation of the Annexed Property, the City can expect a minimum of \$4,488.63 +/- in annual revenue from the municipal real tax levied on the Annexed Property.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

**RESOLUTION NO. 3131**

**A RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Beaver Run Drive – PennTex. Annexation”, beginning at a point contiguous to and binding upon the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U.S. Route 50, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2, and a portion of the public road right-of-way known as “Walston Switch Road”, containing 3.08 acres more or less.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**RECITALS**

**WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated May 6, 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “Beaver Run Drive – PennTex Annexation” beginning at a point contiguous to and binding upon the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U.S. Route 50, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2 and all that certain portion of the public road right-of-way known as “Walston Switch Road” and further being the same real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Annexed Property**”); and

**WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of July 19, 2021, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation, dated May 6, 2021, meets all the requirements of applicable state and local law; and

39

40           **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
41 Resolution, providing for the City of Salisbury’s annexation of the Annexed Property as set forth herein,  
42 shall be and hereby is scheduled for January 10, 2022 at 6:00 p.m.

43  
44           **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
45 **SALISBURY** as follows:

46           **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of  
47 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of  
48 Salisbury all that certain real property more particularly described in **Exhibits 2 and 3** attached hereto and  
49 incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury  
50 as contemplated by this Resolution is hereinafter referred to as the “**Annexed Property**”).

51           **Section 2.** The annexation of the Annexed Property be and hereby is approved by the Council of  
52 the City of Salisbury subject to all terms, conditions and agreements contained in the aforementioned  
53 property description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits**  
54 **2, 5 and 6, respectively**, each of which is attached hereto and incorporated herein as if all such terms,  
55 conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

56           **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Annexed  
57 Property within that certain Zoning District of the City of Salisbury identified as “**Mixed Use Non-**  
58 **Residential**”, which said real property newly annexed into Corporate Limits of the City of Salisbury, as  
59 contemplated by this Resolution, is presently zoned “**LB-1 Light Business and Institutional**” in  
60 accordance with the existing zoning laws of Wicomico County, Maryland.

61           **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
62 shall hold a public hearing on this Resolution on January 10, 2022 at 6:00p.m. in the Council Chambers at  
63 the City-County Office Building, and the City Administrator shall cause a public notice of time and place  
64 of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in  
65 at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall  
66 specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public  
67 hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication  
68 as specified hereinabove.

69           **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**  
70 **AS FOLLOWS:**

71           **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this  
72 Resolution shall be deemed independent of all other provisions herein.

73           **Section 6.** It is further the intention of the Council of the City of Salisbury that if any section,



paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland 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 and shall be deemed valid and enforceable

**Section 7.** The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

**Section 8.** This Resolution and the annexation of the Annexed Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

**THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the November 22, 2021, having been duly published as required by law in the meantime a public hearing was held on the 10<sup>th</sup> day of January, 2021 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

\_\_\_\_\_  
John R. Heath,  
Council President

APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacob R. Day,  
Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # Parcel 264, Block A - Lots 1 & 2

Map # Map 39

SIGNATURE (S)

Signature



5/6/2021

Date

Printed

William R. Owen, Assit. Vice President  
PTV 1167, LLC (Equitable Owner/Applicant)

Signature

\_\_\_\_\_

Date

Printed

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Printed

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Printed

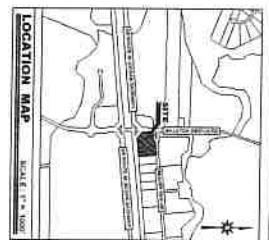
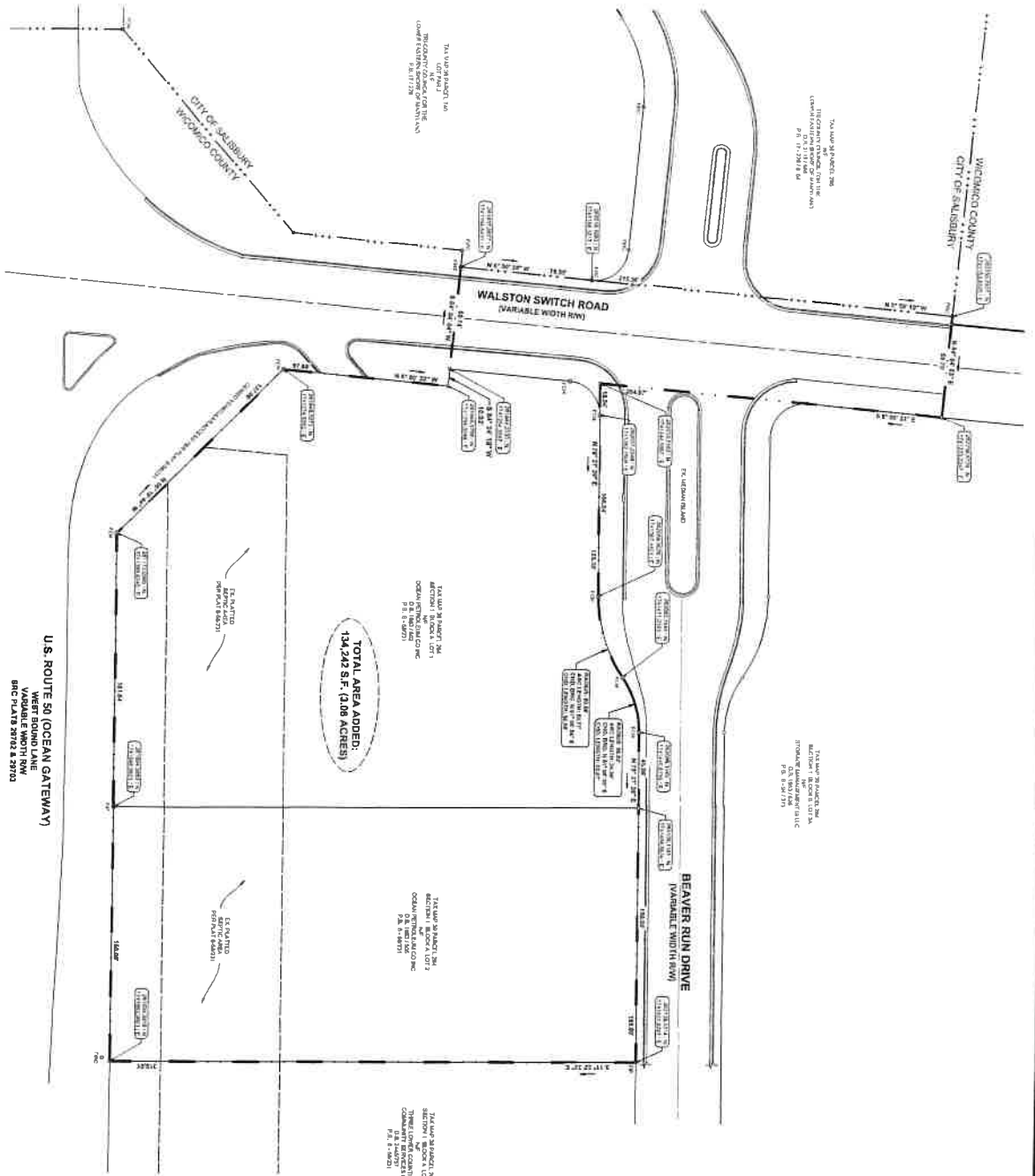
\_\_\_\_\_

## BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



**BECKER  
MORGAN**

ARCHITECTURE  
ENGINEERING

**Danville, VA**

349 S. Oak Ave.  
Danville, VA 24041  
Ph. 540.731.7950  
Fax 540.731.7953

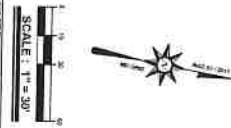
**Nashville, TN**

315 West Main St. Suite 300  
Nashville, TN 37203  
Ph. 615.256.5824  
Fax 615.256.5824

**Wilmington, NC**

3313 Middleboro Rd. Suite 150  
Wilmington, NC 28403  
Ph. 910.566.0100  
Fax 910.311.7506

[www.bmclatterburg.com](http://www.bmclatterburg.com)



**LANDS OF OCEAN  
PETROLEUM CO  
INC**

31087 BEAVER RUN DRIVE  
CITY OF SALISBURY  
WICOMICO CO., MARYLAND

[illegible]



CERTIFICATION

BEAVER RUN DRIVE – OCEAN PETROLEUM CO. ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

Leslie C. Sherrill  
Surveyor

Date: 7/19/2021

Beaver Run Drive – Ocean Petroleum Co - Certification.doc

PTV 1157, LLC – BEAVER RUN ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *PTV 1157, LLC*, a Pennsylvania limited liability company (“PTV”) (the City and PTV are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “PTV” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of PTV, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of PTV, as the case may be;

WHEREAS, pursuant to that certain Agreement of Sale, dated July 13, 2020, by and between Ocean Petroleum Properties, LLC (“Seller”) and PTV, Seller agreed to convey unto PTV, and PTV agreed to purchase from Seller, all that certain real property identified as Map 0039, Parcel 264, Block-A, Lot-1 (MD Tax No. 05-106370), consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Dr., Salisbury, Maryland 21801 (“**Lot-1**”);

WHEREAS, pursuant to that certain Agreement of Sale, dated July 13, 2020, by and between Seller and PTV, Seller agreed to convey unto PTV, and PTV agreed to purchase from Seller, all that certain real property identified as Map 0039, Parcel 264, Block-A, Lot-2 (MD Tax No. 05-106389) consisting of 1.07 acres more or less, having a premises address of Beaver Run Dr., Salisbury, Maryland 21801 (“**Lot-2**”); (Lot-1 and Lot-2 are hereinafter referred to collectively as the “**Beaver Run Property**”); and;

WHEREAS, the Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “**Beaver Run Property Description**”); and

WHEREAS, the Annexation Plat further depicts all that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Property**”); and

WHEREAS, upon PTV’s acquisition of the Beaver Run Property (i.e. Lot-1 and Lot-2), PTV intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s Mixed Use Non-Residential zoning district, and as more fully set forth in the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “**Concept Development Plan**”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which PTV desires to obtain for its development of the Property as aforesaid;

**WHEREAS**, PTV, with the consent of each of Seller, submitted a Petition for Annexation (the “**Petition**”), dated May 6, 2021, requesting the City annex each parcel of land which makes up the Property as contemplated herein;

**WHEREAS**, the City is willing to annex the Property, provided PTV agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding PTV’s use and development of the Property;

**WHEREAS**, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws;

**WHEREAS**, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and PTV enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

**1. Effective Date.**

The effective date of this Agreement shall be the date upon which the Resolution approving the City’s annexation of the Property becomes effective (said Resolution is hereinafter referred to as the “**Annexation Resolution**”). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City’s annexation of the Property.

**2. Warranties & Representations of the City.**

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City’s support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with PTV’s vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

**3. Warranties & Representations of PTV.**

(a) This Agreement shall constitute the written consent of PTV to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). PTV requests the annexation in accordance with the Annexation Plat attached as **Exhibit A** and the Concept Development Plan attached as **Exhibit C**. PTV represents and warrants to the City that it has the full power and authority to sign this Agreement, and PTV further represents that Seller, as the sole owner of the Property, consents to PTV’s petition for the annexation, as evidenced by its signature hereto. PTV further represents and warrants to the



City that there is no action pending against, or otherwise involving, PTV and/or Seller that would affect, in any way, the right and authority of PTV to execute this Agreement.

(b) PTV expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by PTV's execution of this Agreement, PTV agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. PTV shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and PTV is permitted to vote in such referendum, PTV shall vote in favor of the Annexation Resolution.

**4. Application of City Code and Charter; City Taxes.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "Charter") and the Salisbury Municipal Code (the "City Code") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

**5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned Mixed Use Non-Residential, as set forth in Chapter 17.46 of the City Code.

**6. Municipal Services.**

(a) Subject to the obligations of PTV set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for PTV's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time PTV makes a request for such capacity and/or services.

**7. Standards & Criteria.**

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

**8. City Boundary Markers.**

(a) PTV, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. PTV shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event PTV fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), PTV shall make payment to the City

in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of PTV under Section 8(a), whichever is greater.

**9. Development Considerations.**

(a) **Fees & Costs.** PTV expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice PTV for all costs to be paid by PTV under this Section 9(a) and PTV shall make payment to the City for all such amounts within fifteen (15) days of PTV's receipt of any such invoice from the City.

(b) **Development of Property.** PTV shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's Mixed Use Non-Residential zoning district.

(c) **Contribution to Area Improvement.** PTV agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

- (i) Prior to PTV's submission or filing of any application or request for issuance of a permit for or relating to PTV's development of the Property, including an application for a building permit, or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, PTV shall pay to the City a non-refundable development assessment in the amount of Twenty-Four Thousand One Hundred Fifty Dollars and Twenty-Eight Cents (\$24,150.28) (the "**Development Assessment**"). PTV expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.
- (ii) In the event PTV fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, PTV shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against PTV or the Property in accordance with the terms and conditions of this Agreement and/or

pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** PTV expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the “gateway” character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) **Public Utility Improvements & Extensions.**

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that PTV shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City’s standards and specifications.
- (ii) In addition to the provisions set forth in Section 9(f)(i), PTV’s design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between PTV and the City (the “PWA”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to PTV, or any party acting on its behalf, for any work associated with PTV’s development of the Property, or any portion thereof, until the PWA has been executed by the Parties.
- (iii) With regard to water and wastewater utilities, PTV shall be solely responsible for the acquisition of easements or other property interests which involve the Tri County Council for the Lower Eastern Shore of Maryland or other nonparties to this Agreement. PTV shall be solely responsible for the preparation and execution of all documents associated with the same, including but not limited to deeds, easements, and/or shared facility agreements.

**10. RECORD PLAT.**

PTV shall provide the City with a copy of the final record plat for any development of, on or within the Property.

**11. NOTICES.**

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to PTV shall be addressed to, and delivered at, the following addresses:

PTV 1157, LLC  
c/o William R. Owen  
400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury  
c/o Amanda H. Pollack, P.E., Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copy to:*  
Heather R. Konyar, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of Annexation Property.**

PTV expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's Mixed Use Non-Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from PTV's development and/or use of the Property or any portion thereof.

**13. Miscellaneous Provisions.**

(a) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall

not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor PTV is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and PTV is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by PTV, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), PTV shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. PTV shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by PTV of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of PTV under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of PTV independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of PTV under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against PTV, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by PTV. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by any party against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) **Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) **Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for PTV's development of the Property.

(u) **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOW]***


**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this Agreement as of the day and year first above written.

**ATTEST/WITNESS:**



**"PTV":**

**PTV 1157, LLC**

By:  (Seal)  
**AUSTIN WEINMAN**, Authorized Representative

**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_


By: \_\_\_\_\_ (Seal)  
Jacob R. Day, Mayor

**CONSENTED TO BY "SELLER":**

**Ocean Petroleum Co., Inc.**

**ATTEST/WITNESS**



By:  (Seal)  
**Armand Kevan**, Authorized Representative

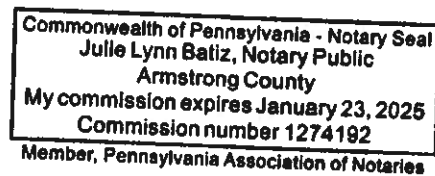
STATE OF PENNSYLVANIA, ARMSTRONG COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1<sup>ST</sup> day of NOVEMBER 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AUSTIN WEINMAN, who acknowledged himself to be an Authorized Representative of PTV1157, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of PTV 1157, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Julie L. Batiz  
NOTARY PUBLIC

My Commission Expires: JANUARY 23, 2025





STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF Virginia, Fairfax COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29 day of October, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Armand Keurian who acknowledged himself to be an Authorized Representative of OCEAN PETROLEUM CO., INC., and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of OCEAN PETROLEUM CO., INC. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

VRattana  
NOTARY PUBLIC

My Commission Expires: 01/31/2023



**CERTIFICATION BY ATTORNEY**

I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

**Heather R. Konyar, Esquire**

---

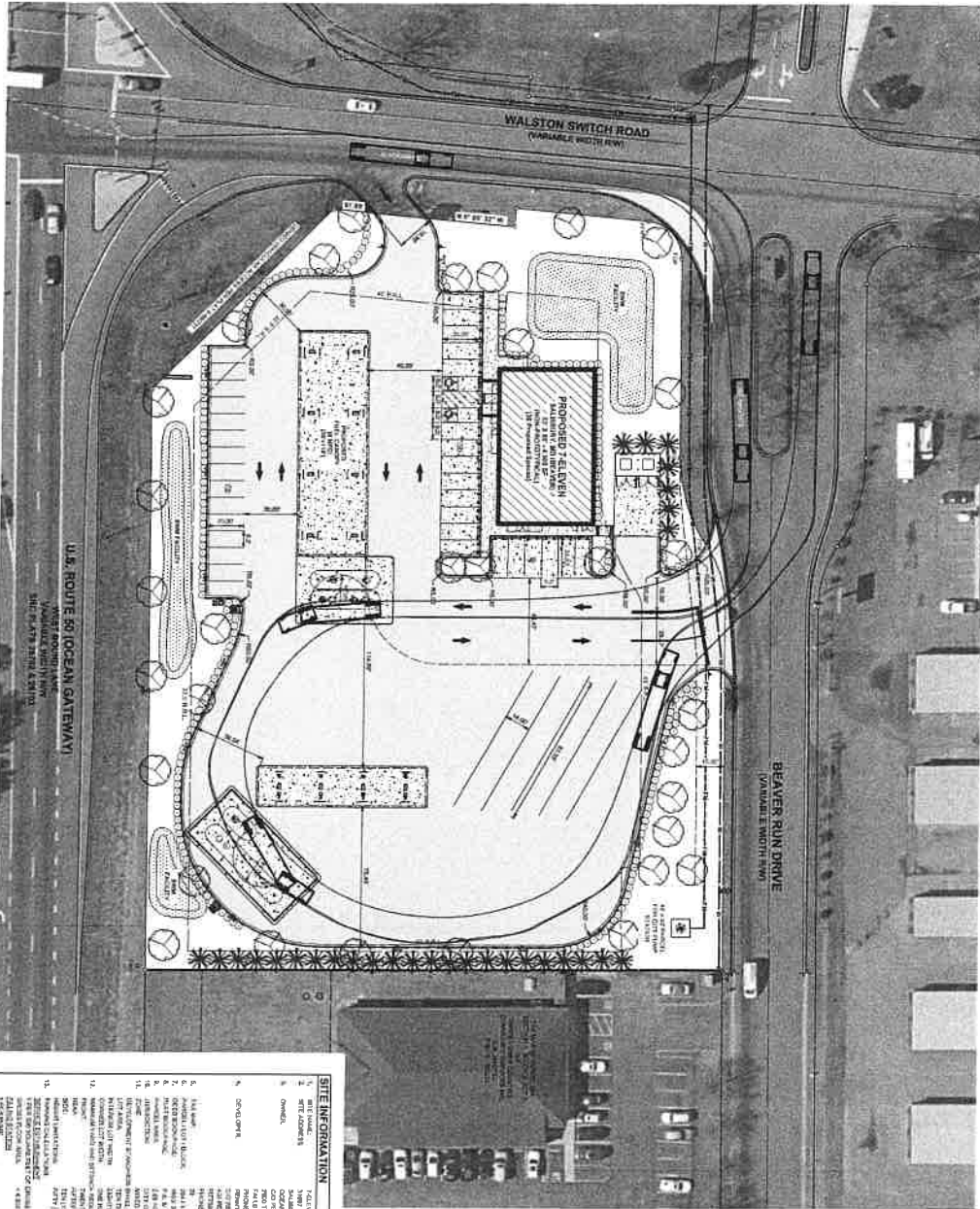


## BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



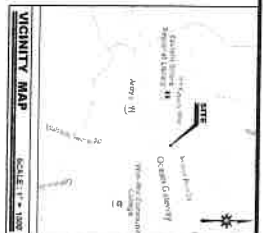
**ESTIMATED WATER AND SEWER USAGE DATA**

Category	Estimated Usage (GPD)
Building	1,000
Parking	500
Landscaping	100
Other	50
<b>Total</b>	<b>1,650</b>

**AREA TABULATION**

Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Building	12,000	12,000	12,000
Parking	2,000	2,000	2,000
Landscaping	500	500	500
Other	50	50	50
<b>Total</b>	<b>14,550</b>	<b>14,550</b>	<b>14,550</b>

- SITE INFORMATION**
1. SITE NAME: 7-ELEVEN
  2. SITE ADDRESS: 3197 BEAVER RUN DRIVE, CITY OF SALISBURY, WICOMICO CO., MARYLAND
  3. OWNER: 7-ELEVEN STORES, INC.
  4. PROJECT: 7-ELEVEN STORE
  5. PROJECT TYPE: RETAIL
  6. PROJECT SIZE: 12,000 SQ. FT.
  7. PROJECT DATE: 08/11/2011
  8. PROJECT SCALE: 1" = 30'
  9. PROJECT DRAWN BY: [Name]
  10. PROJECT CHECKED BY: [Name]
  11. PROJECT APPROVED BY: [Name]
  12. PROJECT DATE: 08/11/2011
  13. PROJECT SCALE: 1" = 30'
  14. PROJECT DRAWN BY: [Name]
  15. PROJECT CHECKED BY: [Name]
  16. PROJECT APPROVED BY: [Name]



**BECKER MORGAN**  
ARCHITECTURE  
ENGINEERING

**Becker, ME**  
300 S. Orono Ave.  
P.O. Box 100  
Salisbury, MD 21801  
Tel: 410-721-7993  
Fax: 410-721-7994  
www.beckermorgan.com

**7-ELEVEN - BEAVER RUN**  
3197 BEAVER RUN DRIVE  
CITY OF SALISBURY  
WICOMICO CO., MARYLAND

**CONCEPT DEVELOPMENT PLAN**

DATE: 08/11/2011  
SCALE: 1" = 30'  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

**1 OF 1**

**ANNEXATION PLAN  
FOR THE  
BEAVER RUN ANNEXATION  
TO THE CITY OF SALISBURY**

October 20, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on June 7, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV 1167, LLC (“**PTV 1167**”), dated May 6, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
  - Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the “**Beaver Run Property**”); and;
  - All that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**). (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Annexed Property**”).
- At the June 17, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by PTV 1167. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

**1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.**

**1.1. Petitioners for Annexation of the Annexed Property.** PTV 1167 is the Petitioner for annexation of the Annexed Property. All that certain real property defined herein as the Beaver Run Property is the subject of an executed Agreement of Sale between PTV 1167 and Ocean Petroleum Co., Inc., the current owner of the Beaver Run Property. Ocean Petroleum Co., Inc. has provided express written consent for PTV 1167 to petition the City of Salisbury for the annexation of the Beaver Run Property and has authorized PTV 1167 to perform



all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Annexed Property is located as follows: (a) The Beaver Run Property is located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive; the Beaver Run Property is located at the eastern limits of Salisbury; and (b) The Walston Switch ROW is located as on the northerly side of U.S. Route 50, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

**1.3. Property Description; Reason for the Annexation Petition.**

- (a) The Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Beaver Run Property Description”).
- (b) Lot 1 of the Beaver Run Property is improved with a convenience store and fuel islands, while Lot 2 is unimproved. (See *Exhibit A*.) The convenience store on the Beaver Run Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by PTV 1167 arises exclusively from the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “Concept Development Plan”).
- (c) The Walston Switch ROW consists of 0.40 +/- acres of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Walston Switch ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), street lights, on-street parking and the provision of a bike lane thereon. All upgrades made to the Walston Switch ROW, as aforesaid, shall be performed by the City at the sole cost and expense of PTV 1167 as provided in the Annexation Agreement by and between the City and PTV 1167 of even date herewith.

**1.4. Existing Zoning.** All of the Beaver Run Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0005, Parcel 0266 and Map 0039, Grid 0005, Parcel 0740 (the “Tri-County Council Property”). The Tri-County Council Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City Code”).

**2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

**2.1. Comprehensive Plan.**

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “Comprehensive Plan”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Annexed Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these

facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Annexed Property.** Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

**2.3. Proposed Land Use for Annexed Property.** The Beaver Run Property is, and will be, redeveloped with a retail use. As set forth in Section 1.3(b) of this Annexation Plan, the Beaver Run Property is improved by a convenience store and fuel islands. Upon its annexation, the proposed Beaver Run Property redevelopment will consist of a new 7-Eleven franchised convenience store, equipped with an expanded fueling area that will utilize both of the Beaver Run Property lots (i.e., the use of the Beaver Run Property will be unchanged from its current use).

**3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads.** Currently, and following its annexation by the City, the Beaver Run Property can be accessed by Walston Switch Road, a County Road and Beaver Run Drive, a County Road. As provided in Section 1.3(c), all that certain area shown as the Walston Switch ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, PTV 1167’s redevelopment of the Annexed Property will create a demand of about 810.9 gallons per day. PTV 1167, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property.

**3.3. Schools.** The Annexed Property is and will be subject to retail use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

**3.4. Parks and Recreation.** The City’s annexation of the Annexed Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Annexed Property.

**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** Commercial development in the City of Salisbury is served by independent waste haulers.

**4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

The City’s annexation of the Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is immediately adjacent to U.S. Route 50 on the eastern side of the City

of Salisbury. PTV 1167's proposed commercial use (convenience store and service station) at the Beaver Run Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by PTV 1167, requesting the City annex the Annexed Property, arises exclusively from the need to serve the Beaver Run Property with public water and sewer utilities for and in connection with PTV 1167's proposed development of the Beaver Run Property, as shown on the Concept Development Plan attached hereto and incorporated herein as ***Exhibit C***.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35

WHEREAS, pursuant to that certain Petition for Annexation, dated May 6, 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, the City of Salisbury proposes the annexation of that certain lot and parcel of land contiguous to and binding upon the Corporate Limits of the City of Salisbury, beginning at a point contiguous to and binding upon the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U.S. Route 50, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2 and all that certain portion of the public road right-of-way known as “Walston Switch Road” and further being the same real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Annexed Property**”); and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this [redacted], providing for the Council of the City of Salisbury's approval of the Annexation Plan (as defined in [redacted] w) for the City of Salisbury's annexation of the Annexed Property as set forth herein, shall be and is hereby scheduled for January 10, 2022 at 6:00 p.m.

36 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY** as  
37 follows:

38 **Section 1.** The “Annexation Plan for the “Beaver Run – PennTex Annexation to the City of  
39 Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the “**Annexation**  
40 **Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Annexed Property as  
41 contemplated by this Resolution.

42 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
43 shall hold a public hearing on this Resolution on January 10, 2022 at 6:00p.m. in the Council Chambers at  
44 the City-County Office Building, and the City Administrator shall cause a public notice of time and place  
45 of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in  
46 at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall  
47 specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public  
48 hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication  
49 as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY**  
50 **OF SALISBURY AS FOLLOWS:**

51 **Section 3.** It is the intention of the Council of the City of Salisbury that each provision this  
52 Resolution shall be deemed independent of all other provisions herein.

53 **Section 4.** It is further the intention of the Council of the City of Salisbury that if any section,  
54 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or  
55 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
56 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
57 Resolution shall remain and shall be deemed valid and enforceable.

58 **Section 5.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
59 as if such recitals were specifically set forth at length in this Section 5.

60 **Section 6.** This Resolution and the annexation of the Annexed Property as contemplated herein,  
61 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to  
62 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-  
63 401, et seq.

64 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the  
65 Council of the City of Salisbury held on November 22, 2021, having been duly published as required by  
66 law in the meantime a public hearing was held on January 10, 2022 at 6:00 p.m., and was finally passed by  
67 the Council of the City of Salisbury at its regular meeting held on the  
68 \_\_\_\_\_ 2022.

69

70

71

72 \_\_\_\_\_  
73 Kimberly R. Nichols,  
74 City Clerk

\_\_\_\_\_  
John R. Heath,  
Council President

74

75

76

77 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

78

79

80

81 \_\_\_\_\_  
Jacob R. Day, Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # Parcel 264, Block A - Lots 1 & 2

\_\_\_\_\_

\_\_\_\_\_

Map # Map 39

SIGNATURE (S)

Signature



5/6/2021

Date

Printed

William R. Owen, Assit. Vice President  
PTV 1167, LLC (Equitable Owner/Applicant)

Signature

\_\_\_\_\_

Date

Printed

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Printed

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Printed

\_\_\_\_\_

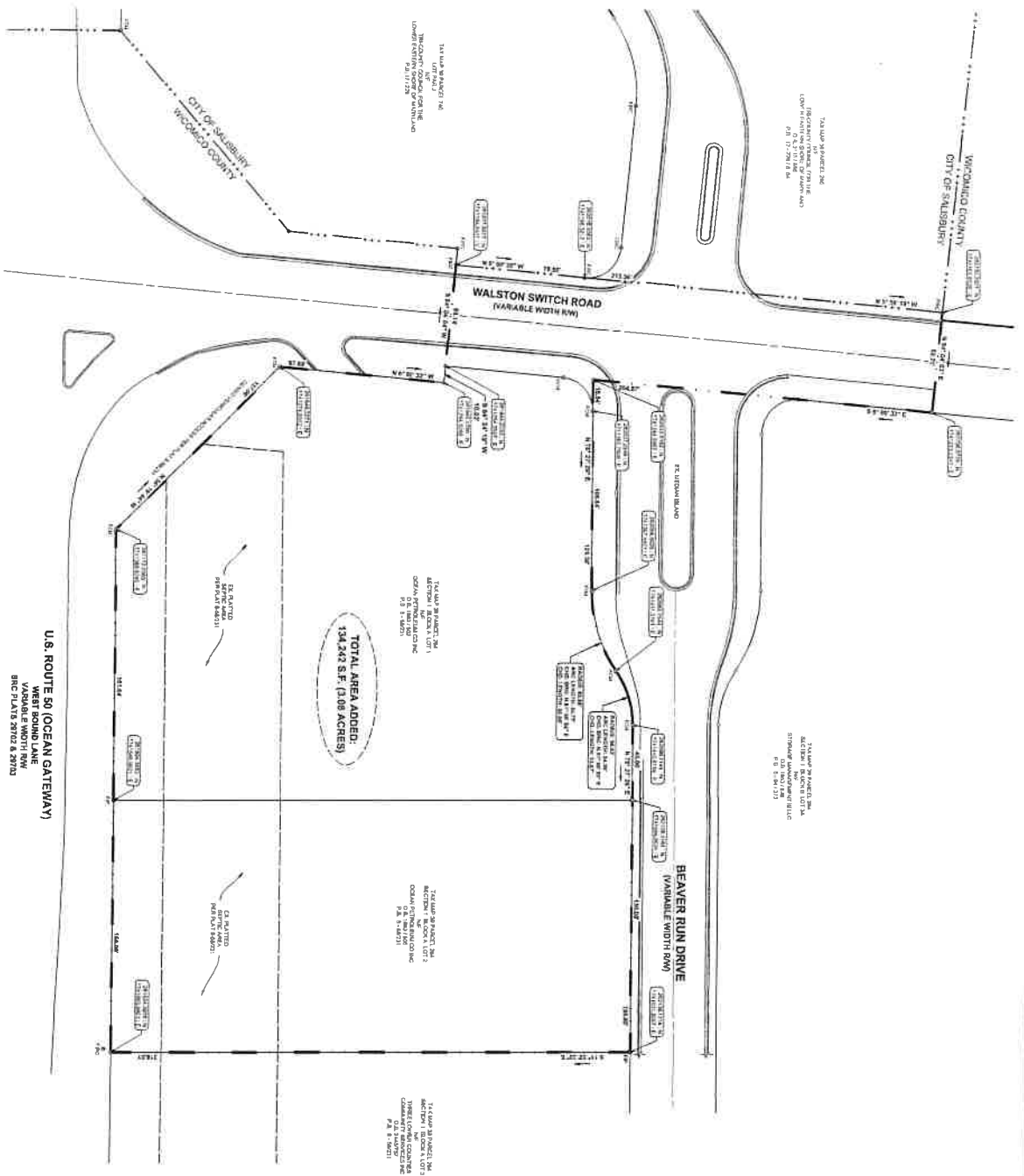
## BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the



said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



**LEGEND**

- FOUND IRON ROD WITH CAP
- FOUND CONCRETE INJECTION
- UNMAPPED POINT
- FOUND IRON PIPE

— EASTING CITY OF SALT LAKE COUNTY (LAST LINE)  
 — PROJECTED CITY OF SALT LAKE COUNTY (LAST LINE)



**BECKER  
MORGAN**  
A R K O L T

**ARCHITECTURE  
ENGINEERING**

Danvers, DE

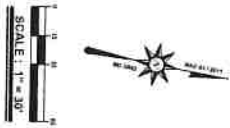
309 S. Church Street  
Danvers, DE 19819  
Ph. 203/241-7865  
Fax 203/241-7863

1115 Southbury, CT  
Southbury, CT 06488  
Ph. 203/261-1200  
Fax 203/261-0100

3115 Westchester Ave  
Westchester, NY 10804  
Ph. 410/346-8252  
Fax 410/346-8254

2033 Middle Street, Suite 120  
Wilmington, NC 28401  
Ph. 910/341-7866  
Fax 910/341-7868

[www.beckermorgan.com](http://www.beckermorgan.com)



**LANDS OF OCEAN  
PETROLEUM CO  
INC**

31897 BEAVER RUN DRIVE  
CITY OF SALISBURY  
WICOMICO CO., MARYLAND

[illegible]

V-101

**ANNEXATION PLAN  
FOR THE  
BEAVER RUN ANNEXATION  
TO THE CITY OF SALISBURY**

October 20, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on June 7, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV 1167, LLC (“**PTV 1167**”), dated May 6, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
  - Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the “**Beaver Run Property**”); and;
  - All that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as ***Exhibit A***). (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Annexed Property**”).
- At the June 17, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by PTV 1167. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

**1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.**

**1.1. Petitioners for Annexation of the Annexed Property.** PTV 1167 is the Petitioner for annexation of the Annexed Property. All that certain real property defined herein as the Beaver Run Property is the subject of an executed Agreement of Sale between PTV 1167 and Ocean Petroleum Co., Inc., the current owner of the Beaver Run Property. Ocean Petroleum Co., Inc. has provided express written consent for PTV 1167 to petition the City of Salisbury for the annexation of the Beaver Run Property and has authorized PTV 1167 to perform

all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Annexed Property is located as follows: **(a)** The Beaver Run Property is located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive; the Beaver Run Property is located at the eastern limits of Salisbury; and **(b)** The Walston Switch ROW is located as on the northerly side of U.S. Route 50, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

**1.3. Property Description; Reason for the Annexation Petition.**

- (a)** The Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “**Beaver Run Property Description**”).
- (b)** Lot 1 of the Beaver Run Property is improved with a convenience store and fuel islands, while Lot 2 is unimproved. (See *Exhibit A*.) The convenience store on the Beaver Run Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by PTV 1167 arises exclusively from the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “**Concept Development Plan**”).
- (c)** The Walston Switch ROW consists of 0.40 +/- acres of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Walston Switch ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), street lights, on-street parking and the provision of a bike lane thereon. All upgrades made to the Walston Switch ROW, as aforesaid, shall be performed by the City at the sole cost and expense of PTV 1167 as provided in the Annexation Agreement by and between the City and PTV 1167 of even date herewith.

**1.4. Existing Zoning.** All of the Beaver Run Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0005, Parcel 0266 and Map 0039, Grid 0005, Parcel 0740 (the “Tri-County Council Property”). The Tri-County Council Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City Code”).

**2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

**2.1. Comprehensive Plan.**

- (a)** By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Annexed Property is located within the City’s designated Municipal Growth Area.
- (b)** With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these

facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Annexed Property.** Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

**2.3. Proposed Land Use for Annexed Property.** The Beaver Run Property is, and will be, redeveloped with a retail use. As set forth in Section 1.3(b) of this Annexation Plan, the Beaver Run Property is improved by a convenience store and fuel islands. Upon its annexation, the proposed Beaver Run Property redevelopment will consist of a new 7-Eleven franchised convenience store, equipped with an expanded fueling area that will utilize both of the Beaver Run Property lots (i.e., the use of the Beaver Run Property will be unchanged from its current use).

### **3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads.** Currently, and following its annexation by the City, the Beaver Run Property can be accessed by Walston Switch Road, a County Road and Beaver Run Drive, a County Road. As provided in Section 1.3(c), all that certain area shown as the Walston Switch ROW on the Annexation Plat (see *Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, PTV 1167’s redevelopment of the Annexed Property will create a demand of about 810.9 gallons per day. PTV 1167, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property.

**3.3. Schools.** The Annexed Property is and will be subject to retail use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

**3.4. Parks and Recreation.** The City’s annexation of the Annexed Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Annexed Property.

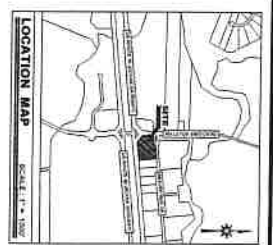
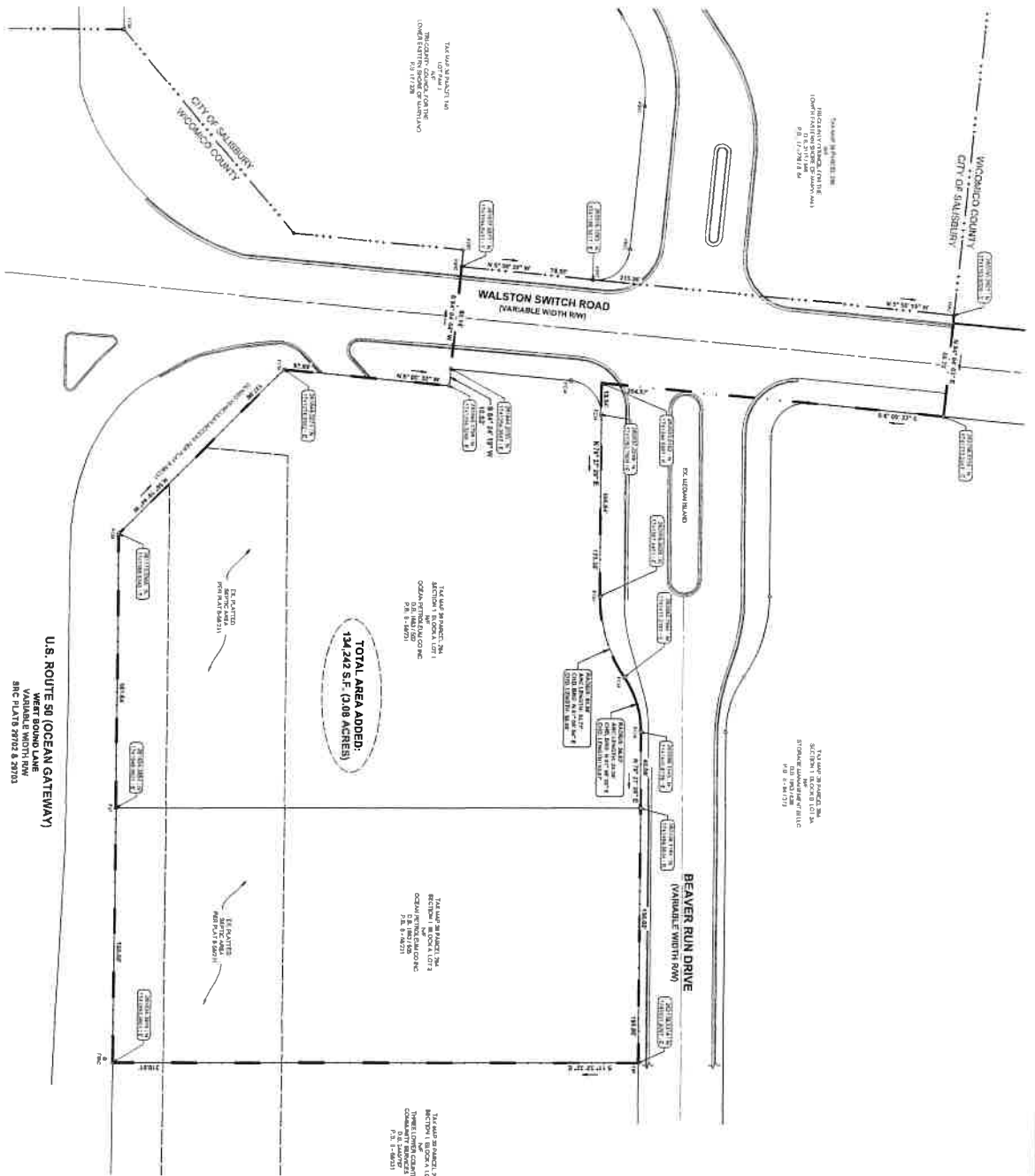
**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** Commercial development in the City of Salisbury is served by independent waste haulers.

### **4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

The City’s annexation of the Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is immediately adjacent to U.S. Route 50 on the eastern side of the City

of Salisbury. PTV 1167's proposed commercial use (convenience store and service station) at the Beaver Run Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by PTV 1167, requesting the City annex the Annexed Property, arises exclusively from the need to serve the Beaver Run Property with public water and sewer utilities for and in connection with PTV 1167's proposed development of the Beaver Run Property, as shown on the Concept Development Plan attached hereto and incorporated herein as ***Exhibit C***.



**BECKER MORGAN**  
ARCHITECTURE  
ENGINEERING

**Office: DC**

200 S. Washington Ave.  
Ft. Belvoir, VA 22060  
Tel: 703/271-7900  
Fax: 703/271-7901

**Office: MD**

315 West Street, Suite 300  
Baltimore, MD 21201  
Tel: 410/586-5821  
Fax: 410/586-5822

**Office: NC**

127 West Main Street, Suite 120  
Wilmington, NC 28401  
Tel: 910/341-5000  
Fax: 910/341-5001

[www.beckermorgan.com](http://www.beckermorgan.com)

**LANDS OF OCEAN PETROLEUM CO INC**

3187 BEAVER RUN DRIVE  
CITY OF BALDWIN  
WILCOX CO., MARYLAND

**ANNEXATION BOUNDARY EXHIBIT**

**SCALE: 1" = 30'**

**DATE: 06/11/2021**

**PROJECT NO.: 22011720**

**DATE: 06/11/2021**

**SCALE: 1" = 30'**

**DRAWN BY: BERRY**

**CHECKED BY: JAH**

**V-101**

**SITE DATA**

1. OWNER OF RECORD	OCEAN PETROLEUM CO INC
2. CONTRACT OWNER	PTV 501, LLC
3. ALIEN	PTV 501, LLC
4. LAND	PTV 501, LLC
5. DEED	PTV 501, LLC
6. PLAT	PTV 501, LLC
7. PLAT	PTV 501, LLC
8. PLAT	PTV 501, LLC
9. PLAT	PTV 501, LLC
10. PLAT	PTV 501, LLC
11. PLAT	PTV 501, LLC
12. PLAT	PTV 501, LLC
13. PLAT	PTV 501, LLC
14. PLAT	PTV 501, LLC
15. PLAT	PTV 501, LLC
16. PLAT	PTV 501, LLC
17. PLAT	PTV 501, LLC
18. PLAT	PTV 501, LLC
19. PLAT	PTV 501, LLC
20. PLAT	PTV 501, LLC
21. PLAT	PTV 501, LLC
22. PLAT	PTV 501, LLC
23. PLAT	PTV 501, LLC
24. PLAT	PTV 501, LLC
25. PLAT	PTV 501, LLC
26. PLAT	PTV 501, LLC
27. PLAT	PTV 501, LLC
28. PLAT	PTV 501, LLC
29. PLAT	PTV 501, LLC
30. PLAT	PTV 501, LLC
31. PLAT	PTV 501, LLC
32. PLAT	PTV 501, LLC
33. PLAT	PTV 501, LLC
34. PLAT	PTV 501, LLC
35. PLAT	PTV 501, LLC
36. PLAT	PTV 501, LLC
37. PLAT	PTV 501, LLC
38. PLAT	PTV 501, LLC
39. PLAT	PTV 501, LLC
40. PLAT	PTV 501, LLC
41. PLAT	PTV 501, LLC
42. PLAT	PTV 501, LLC
43. PLAT	PTV 501, LLC
44. PLAT	PTV 501, LLC
45. PLAT	PTV 501, LLC
46. PLAT	PTV 501, LLC
47. PLAT	PTV 501, LLC
48. PLAT	PTV 501, LLC
49. PLAT	PTV 501, LLC
50. PLAT	PTV 501, LLC
51. PLAT	PTV 501, LLC
52. PLAT	PTV 501, LLC
53. PLAT	PTV 501, LLC
54. PLAT	PTV 501, LLC
55. PLAT	PTV 501, LLC
56. PLAT	PTV 501, LLC
57. PLAT	PTV 501, LLC
58. PLAT	PTV 501, LLC
59. PLAT	PTV 501, LLC
60. PLAT	PTV 501, LLC
61. PLAT	PTV 501, LLC
62. PLAT	PTV 501, LLC
63. PLAT	PTV 501, LLC
64. PLAT	PTV 501, LLC
65. PLAT	PTV 501, LLC
66. PLAT	PTV 501, LLC
67. PLAT	PTV 501, LLC
68. PLAT	PTV 501, LLC
69. PLAT	PTV 501, LLC
70. PLAT	PTV 501, LLC
71. PLAT	PTV 501, LLC
72. PLAT	PTV 501, LLC
73. PLAT	PTV 501, LLC
74. PLAT	PTV 501, LLC
75. PLAT	PTV 501, LLC
76. PLAT	PTV 501, LLC
77. PLAT	PTV 501, LLC
78. PLAT	PTV 501, LLC
79. PLAT	PTV 501, LLC
80. PLAT	PTV 501, LLC
81. PLAT	PTV 501, LLC
82. PLAT	PTV 501, LLC
83. PLAT	PTV 501, LLC
84. PLAT	PTV 501, LLC
85. PLAT	PTV 501, LLC
86. PLAT	PTV 501, LLC
87. PLAT	PTV 501, LLC
88. PLAT	PTV 501, LLC
89. PLAT	PTV 501, LLC
90. PLAT	PTV 501, LLC
91. PLAT	PTV 501, LLC
92. PLAT	PTV 501, LLC
93. PLAT	PTV 501, LLC
94. PLAT	PTV 501, LLC
95. PLAT	PTV 501, LLC
96. PLAT	PTV 501, LLC
97. PLAT	PTV 501, LLC
98. PLAT	PTV 501, LLC
99. PLAT	PTV 501, LLC
100. PLAT	PTV 501, LLC

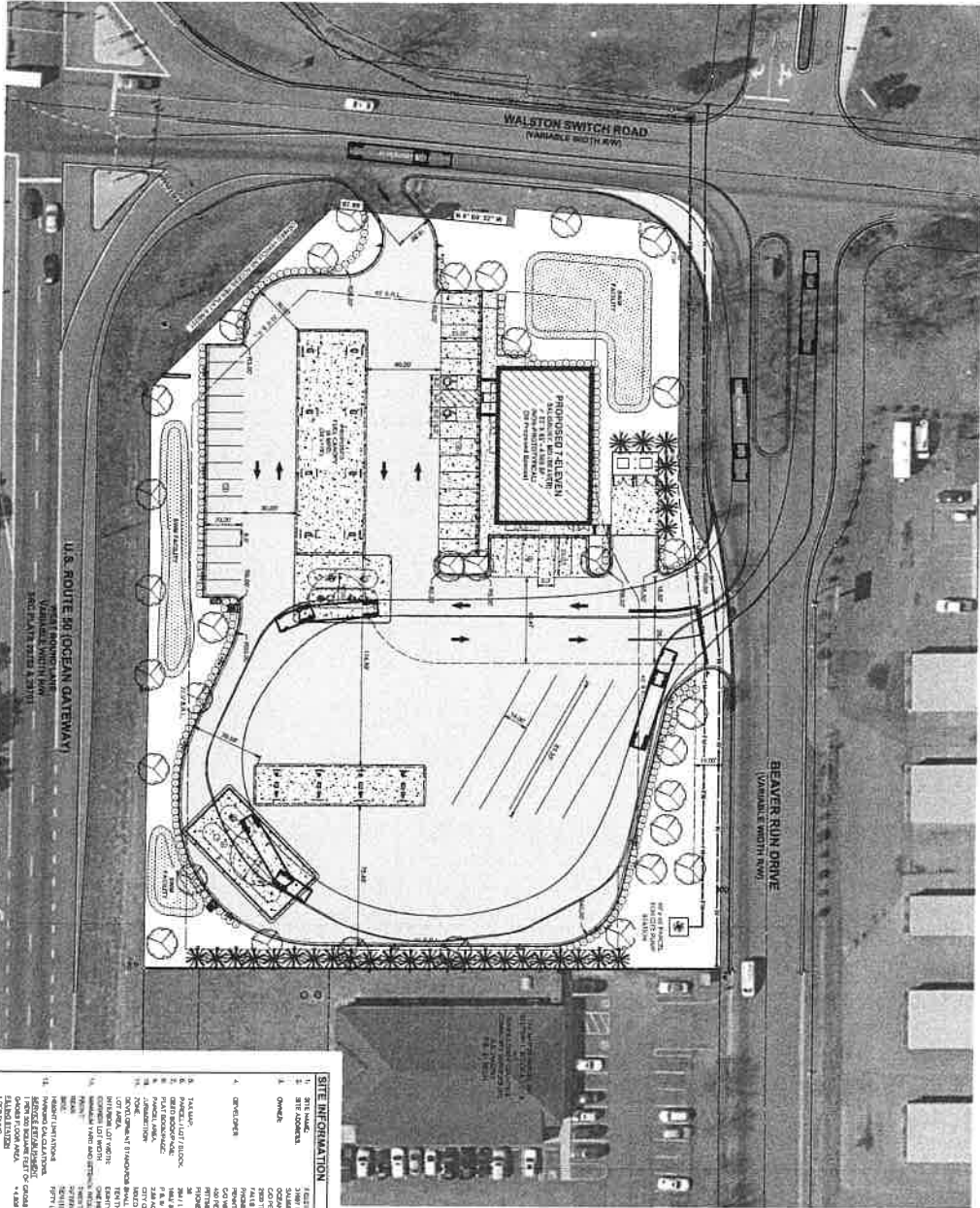
## BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the



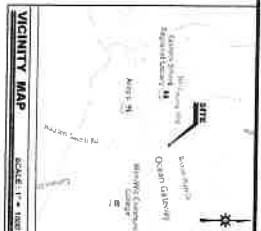
said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



**ESTIMATED WATER AND SEWER USAGE DATA**

TALVEX RINGS:  
SERVICE: 4.500 L.F. @ 3.19' GPD = 14.352 GPD  
1 (100' = 70.000)  
TOTAL ESTIMATED USAGE = 84.352 GPD @ 3.19' PER FOOT  
NOTE: RINGS ARE MADE OF UNION AND REPUTATION OF THE ENVIRONMENT  
MENTAL HEALTH AND STIMULATED PROGRESS. CHARTER 1, TABLE 1.  
PERFORMANCE UNDER SERVICE RINGS.

[illegible][illegible]

**BECKER  
MORGAN**  
C R O L L P  
ARCHITECTURE  
ENGINEERING

**Dover, DE**  
309 S. University Ave.  
Dover, DE 19901  
Ph 302.734.7050  
Fax 302.734.7905

**Gaithersburg, MD**  
312 West Main St. Suite 300  
Gaithersburg, MD 20878

**Wilmington, NC**  
3333 Jumblee Drive, Suite 120  
Wilmington, North Carolina 28403  
PH: 910 341-7600  
FAX: 910 341-7506

[illegible]

100

SCALE: 1"=36"

ELEVEN • BEAVER RUN  
7 BEAVER RUN DRIVE  
OF BALISBURY  
OMICO CO., MARYLAND

CONCEPT  
DEVELOPMENT  
AN

	Hours


DATE	01/11/2018
PROJECT NO.	2020187
E	09/11/2
LE	1" =
WET SAMP	PROD MTR. L

1 OF 1



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Bill Garrett, Director of Information Services  
**Date:** December 16, 2021  
**Re:** Shentel Franchise Agreement

---

Please find the attached resolution and franchise agreement for consideration. Shentel is an Internet, telephone and cable television provider who wishes to expand their services into the City of Salisbury. We have negotiated the franchise agreement, attached, and are ready to proceed with the project.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**RESOLUTION NO. 3144**

**A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING EXECUTION OF  
A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF SALISBURY AND  
SHENANDOAH CABLE TELEVISION, LLC.**

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the City is authorized to grant and renew franchises to construct, operate and maintain a cable system utilizing rights-of-way and properties within the City's jurisdiction; and

**WHEREAS**, the City adopted and subsequently amended a Cable Television Franchise Ordinance ("hereinafter referred to as the Ordinance"), codified at Chapter 5.22 of the City's Code of Ordinances, which further authorizes the City to grant and renew franchises to construct, operate, and maintain a cable system utilizing Rights-of-Way and properties within the City's jurisdiction; and

**WHEREAS**, Shentel currently holds a cable franchise from the City by virtue of a Cable Television Franchise Agreement with an effective date of \_\_\_\_\_, 2021, and such franchise shall expire on \_\_\_\_\_, 2031; and

**WHEREAS**, the aforesaid Rights-of-Way used by Shentel are public properties acquired and maintained by the City and held in trust on behalf of the citizens of the City, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the City performed a cable ascertainment review, including identifying the City's future cable-related community needs; and

**WHEREAS**, the City has determined that Shentel has the financial, legal, and technical ability to provide cable services to subscribers located in the City; and

**WHEREAS**, the City has determined that this Agreement as well as the process for consideration of this Agreement comply with all applicable federal, state and local laws and regulations; and

**WHEREAS**, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Shentel's franchise according to the terms and conditions contained herein;

**WHEREAS**, by this Resolution, the Council **(i)** hereby approves the Cable Franchise Agreement (attached hereto and incorporated herein as **Exhibit A**) and **(ii)** hereby authorizes the Mayor's execution thereof on behalf of the City; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that certain Cable Franchise Agreement between the City of Salisbury and Shenandoah Cable Television, LLC, attached hereto and incorporated herein as **Exhibit A**.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

51        **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
52 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,  
53 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
54 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
55 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

56        **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits  
57 attached thereto and incorporated therein, are incorporated into this section of the Resolution as if such  
58 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

59        **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the  
60 Council of the City of Salisbury held on this \_\_\_\_ day of January, 2022 and is to become effective  
61 immediately upon adoption.  
62

63 **ATTEST:**  
64  
65  
66

67 \_\_\_\_\_  
68 Kimberly R. Nichols, City Clerk  
69

\_\_\_\_\_  
John R. Heath, City Council President  
70

71 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
72  
73  
74

75 \_\_\_\_\_  
76 Jacob R. Day, Mayor  
77

EXHIBIT A

CABLE FRANCHISE AGREEMENT

BETWEEN THE

CITY OF SALISBURY, MARYLAND

AND

SHENANDOAH CABLE TELEVISION, LLC

## **TABLE OF CONTENTS**

	<b>Page</b>
SECTION 1	DEFINITIONS.....2
SECTION 2	GRANT OF FRANCHISE AND LENGTH OF TERM..... 6
2.1	GRANT OF AUTHORITY .....6
2.2	PERMITS ..... 6
2.3	TERM OF FRANCHISE..... ?
2.4	NON-EXCLUVITY ..... 7
2.5	NO WAIVER OF RIGHTS..... 7
2.6	FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW ..... 7
2.7	COMPETITIVE EQUITY ..... 7
SECTION 3	SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE..... 8
3.1	TECHNICAL REQUIREMENTS .....8
3.2	AREA TO BE SERVED .....9
3.3	REPAIRS AND RESTORATION ..... 10
3.4	SYSTEM MONITORING ..... 10
3.5	SERVICE AREA MAPS ..... 11
3.6	BUILDING MOVES.....11
3.7	DISCONNECTION AND RELOCATION..... 11
3.8	EMERGENCY REMOVAL OF EQUIPMENT .....11
3.9	TREE TRIMMING..... 12
3.10	SERVICES FOR SUBSCRIBERS WITH DIFFICULTIES.....12
3.11	COMTINUITY OF SERVICE ..... 12
SECTION 4	FRANCHISE FEES ..... 13
4.1	FRANCHISE FEES.....13
4.2	QUARTERLY PAYMENTS.....13
4.3	QUARTERLY REPORTS ..... 14
4.4	FRANCHISE FEE AUDITS..... 14
4.5	NO LIMITATION ON TAXING OR FEE AUTHORITY ..... 15
4.6	BUNDLES SERVICES ..... 15

SECTION 5	CABLE SYSTEM SPECIFICATIONS.....	15
	5.1 CABLE SYSTEM SPECIFICATIONS .....	15
	5.2 SYSTEM TESTS .....	16
	5.3 EMERGENCY ALERT SYSTEM.....	16
SECTION 6	REGULATION BY THE CITY .....	16
	6.1 RIGHT TO INSPECT .....	16
	6.2 RIGHT TO CONDUCT COMPLIANCE REVIEW .....	17
	6.3 RESERVED AUTHORITY .....	18
	6.4 POLICE POWERS.....	18
	6.5 REPORTING.....	18
SECTION 7	SERVICES TO COMMUNITY FACILITIES.....	19
	7.1 COMPLIMENTARY CABLE SERVICE.....	19
SECTION 8	PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS.....	20
	8.1 PEG CHANNELS.....	20
	8.2 RETURN LINES.....	21
	8.3 ADDITIONAL PEG CHANNEL REQUIREMENTS .....	22
	8.4 PEG CAPITAL GRANT.....	24
SECTION 9	CUSTOMER SERVICE STANDARDS .....	24
	9.1 OFFICE HOURS AND TELEPHONE AVAILABILITY .....	24
	9.2 INSTALLATIONS AND SERVICE CALLS.....	25
	9.3 NOTICES .....	26
	9.4 BILLING.....	27
	9.5 CUSTOMER COMPLAINT PROCEDURES.....	27
	9.6 CREDIT FOR SERVICE INTERRUPTIONS.....	28
	9.7 PRIVACY.....	28
SECTION 10	FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION ....	29
	10.1 VIOLATIONS AND OPPORTUNITY TO CURE.....	29



	10.2 LIQUIDATED DAMAGES .....	30
	10.3 REVOCATION.....	30
	10.4 PERFORMANCE BOND.....	31
SECTION 11	LIABILITY AND INDEMNIFICATION .....	31
	11.1 INDEMNIFICATION .....	31
	11.2 INSURANCE .....	32
SECTION 12	FRANCHISE TRANSFER AND RENEWAL .....	33
	12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL.....	33
	12.2 RENEWAL.....	34
SECTION 13	REMOVAL OF SYSTEM.....	34
SECTION 14	MISCELLANEOUS .....	35
	14.1 FORCE MAJEURE.....	35
	14.2 NOTICES.....	35
	14.3 EQUAL EMPLOYMENT OPPORTUNITY .....	36
	14.4 CAPTIONS .....	36
	14.5 GOVERNING LAW .....	36
	14.6 ENTIRE AGREEMENT.....	36
	14.7 SEVERABILITY .....	37
	14.8 CHANGE OF LAW .....	37
	14.9 COMPLIANCE WITH LAWS .....	37
	14.10 APPLICABILITY OF AGREEMENT .....	37
	14.11 NO RECOURSE.....	37
	14.12 THIRD PART BENEFICIARIES .....	38

## **CABLE FRANCHISE AGREEMENT**

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter referred to as the "Effective Date") by and between the City of Salisbury, Maryland (hereinafter referred to as the "City") and Shenandoah Cable Television, LLC (hereinafter referred to as "Shentel").

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the City is authorized to grant and renew franchises to construct, operate and maintain a cable system utilizing rights-of-way and properties within the City's jurisdiction; and

**WHEREAS**, the City adopted and subsequently amended a Cable Television Franchise Ordinance ("hereinafter referred to as the Ordinance"), codified at Chapter 5.22 of the City's Code of Ordinances, which further authorizes the City to grant and renew franchises to construct, operate, and maintain a cable system utilizing Rights-of-Way and properties within the City's jurisdiction; and

**WHEREAS**, Shentel currently holds a cable franchise from the City by virtue of a Cable Television Franchise Agreement with an effective date of \_\_\_\_\_, 2021, and such franchise shall expire on January 16, 2031; and

**WHEREAS**, the aforesaid Rights-of-Way used by Shentel are public properties acquired and maintained by the City and held in trust on behalf of the citizens of the City, and the right to use said rights-of-way is a valuable property right; and

**WHEREAS**, the City performed a cable ascertainment review, including identifying the City's future cable-related community needs; and

**WHEREAS**, the City has determined that Shentel has the financial, legal and technical ability to provide cable services to subscribers located in the City;

and

**WHEREAS**, the City has determined that this Agreement as well as the process for consideration of this Agreement comply with all applicable federal, state and local laws and regulations; and

**WHEREAS**, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Shentel's franchise according to the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Shentel agree as follows:

## **SECTION 1** **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity Any person(s) and/or entity(ies) who own or control, are owned or controlled by, or are under common ownership or control with Shentel but does not include affiliated entities that are not involved with the use, management, operation, construction, repair or maintenance of Shentel's cable systems.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals

(c) Cable Service or Service - The one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(d) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township and designed in accordance with the International Telecommunication Union - Telecommunication Standardization Sector G.984 Standard for gigabit passive optical networks, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered

a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems

(f) Channel -A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) City- The City of Salisbury, Maryland, including all incorporated areas of the City and any and all annexations by the City subsequent to the Effective Date of this Agreement.

(h) Complaint - Any written (including electronic) communication by a Subscriber expressing dissatisfaction with Shentel's Cable Service or the operation of its Cable System to provide Cable Service that is within Shentel's control and requires a corrective measure on the part of Shentel.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

j) Educational Access Channel - An access channel in which the programming is educational in nature.

(k) Effective Date - \_\_\_\_\_ (date)

(l) FCC - Federal Communications Commission.

(m) Franchise - The right granted by the City to construct, operate and maintain a Cable System in the public right of way within the corporate limits of the City as embodied in the terms and conditions of this Agreement.

(n) Franchise Fee - The fee that Shentel remits to the City pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 4 of this Agreement.

(o) Governmental Access Channel - An access channel in which the programming is governmental in nature.

Gross Revenues - Revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Service, calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue includes monthly basic cable, premium and pay-per-view video fees, installation fees and subscriber equipment rental fees. Gross Revenue shall not include refundable deposits, late fees, investment income, advertising revenue, home shopping revenue, leased access fees, nor any taxes, franchise fees, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected.

(m) Leased Access or Commercial Access Channel - Any channel on Shentel's Cable System designated for use by any entity that is unaffiliated with Shentel pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(n) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(o) Normal Operating Conditions - Business conditions within Shentel's service department which are within the control of Shentel. Those conditions that are not within the control of Shentel include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages severe or unusual weather conditions or other conditions of Force Majeure.

(p) Outlet - An interior receptacle that connects a television set to the Cable System.

(q) Public Buildings - Shall mean the following: 1) those buildings owned or leased by the City for municipal government purposes, and shall not include buildings owned by the City, but leased to third parties, or buildings such as storage facilities at which government employees are not regularly stationed; 2) those buildings owned or leased by the Wicomico County Public School System ("School System") for administrative or instructional purposes, and shall not include buildings owned by the School System, but leased to third parties, or buildings such as storage facilities at which School System employees are not regularly stationed; and 3) those buildings owned or leased by the City for the public library system and shall not include buildings owned by the City, but leased to third parties, or buildings such as storage facilities at which library employees are not regularly stationed.

(r) Public, Educational, and Governmental ("PEG") Channels - Any access channels, or portion thereof, designated for Public Access, Educational Access, or Governmental Access purposes, or otherwise made available to transmit access

programming pursuant to Section 611 of the Cable Act.

(s) Programming - Any video or audio programming signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(t) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction of the City .

(u) Service Interruption - The loss of picture or sound on one (1) or more channels.

(v) Subscriber - A person or entity who contracts with Shentel for, and lawfully receives, Cable Services distributed by the Cable System.

## **SECTION 2**

### **GRANT OF FRANCHISE AND LENGTH OF TERM**

#### **2.1 GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the City hereby grants a non-exclusive and revocable franchise to Shentel, authorizing and permitting Shentel to construct, operate, and maintain a Cable System in the City's Public Rights-of-Way. Subject to the terms and conditions contained herein the City hereby grants to Shentel the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a cable system, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the City has a sufficient easement or right-of-way for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Service as permitted by applicable law.

#### **2.2 PERMITS**

Shentel shall apply to the City for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the City. Shentel shall provide the City with all reasonable information and documentation related to the permit process. Shentel shall not be required to obtain permits for Cable Service drops for individual

Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Shentel shall pay any and all required permit fees.

## **2.3 TERM OF FRANCHISE**

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on \_\_\_\_\_, unless the franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

## **2.4 NON-EXCLUSIVITY**

This Franchise granted to Shentel shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant other franchises to construct, operate or maintain a cable system or for any other purpose.

## **2.5 NO WAIVER OF RIGHTS**

No course of dealing between the City and Shentel, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Shentel in contravention of such rights, except to the extent expressly waived by the City.

No course of dealing between Shentel and the City, nor any delay on the part of Shentel in exercising any rights hereunder, shall operate as a waiver of any such rights of Shentel or acquiescence in the actions of the City in contravention of such rights, except to the extent expressly waived by Shentel.

## **2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW**

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. Without waiving any of its rights, the City agrees that, to the extent any terms of this Agreement are inconsistent with the terms of any City cable franchise ordinances, this Franchise Agreement shall control.

## **2.7 COMPETITIVE EQUITY**

(a) Shentel acknowledges and agrees that the City reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the City.

(b) The franchise granted to Shentel is non-exclusive; however, if the City grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Shentel, then Shentel may request an amendment to this Agreement to provide Shentel with competitive equity. If the City agrees with Shentel that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the City and Shentel shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Shentel with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the City proposing to serve Subscribers within the City, then the City shall notify Shentel in writing of the submission of the application.

### **SECTION 3**

#### **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

##### **3.1 TECHNICAL REQUIREMENTS**

(a) Shentel shall operate, maintain, construct and extend the Cable System so as to offer Cable Services in accordance with the requirements of Section 3.2. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the City.

(b) The Cable System shall be designed and maintained to have proper clearances between its facilities and the ground as well as between the cable lines and the equipment and facilities owned by other entities. These clearances shall be maintained throughout the entire system in accordance with the National Electrical Safety Code and the National Electrical Code. Pedestals that contain Cable System equipment, including but not limited to, amplifiers, splitters, taps, and distribution and drop cables, shall be properly secured in accordance with applicable law and regulations. All power supply boxes and service boxes must remain locked in accordance with applicable law and regulations.



(c) Stand-by power at the headend(s) and all power supply sites shall be provided in the event of a Service Interruption. Stand-by power must activate upon the failure of commercial utility power.

### **3.2 AREA TO BE SERVED**

(a) *General Availability:* The Franchisee shall build out its Cable System to make Cable Service generally available to those businesses and residential units located within the City. While Franchisee shall use commercially reasonable efforts to build out its network to serve as much of the City as is feasible taking into account build-out costs, geographical and geological conditions, and business conditions, Franchisee reserves the right in its sole discretion as to where Franchisee builds out its network in the City.

- (b) *Service Drops:* The Franchisee shall extend its Cable System to potential Subscribers at no cost to said potential Subscribers other than the Franchisee's standard charge for a standard service drop (the "Standard Installation Fee"), provided that, if the point at which electric utility facilities enter the building (the "Entry Point") is located more than 250 feet from the Tap installed to serve that Subscriber, the Franchisee may charge an installation fee equal to the Standard Installation Fee, plus the actual cost of construction (defined as time and materials with a reasonable allocation for administrative costs) of Cable System facilities in excess of the 250 foot distance.
- (c) *Cost Sharing:* If the conditions of Sections 3.1.1 are not met, the Franchisee shall only be required to extend the Cable System if the Subscribers in and area requesting Cable Service are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction including the actual cost of material, design, labor and easements. Subscribers who request service hereunder shall bear the construction costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

The City has the authority to require Shentel to place wires and/or equipment underground, provided that the City imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Shentel shall be underground in those areas of the City where the wires and/or equipment of similarly situated entities are underground; provided, however, that such underground locations are capable of accommodating Shentel's facilities without technical degradation of the Cable System's signal quality. Shentel shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event that public or private funds are made available to pay for such project, Shentel may apply or request that the

City apply for such funds. In the event that Shentel is required to place existing aerial plant underground, Shentel reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

### **3.3 REPAIRS AND RESTORATION**

(a) Whenever Shentel or any of its agents, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within ten (10) business days of the completion of the disturbance--weather permitting. Upon failure of Shentel to comply within the time specified and the City having notified Shentel in writing of the restoration and repairs required, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Shentel upon demand by the City.

(b) Whenever Shentel or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Shentel shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Shentel's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Shentel's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Shentel shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

### **3.4 SYSTEM MONITORING**

Shentel shall conduct periodic signal monitoring in accordance with the applicable technical requirements of the FCC.

### **3.5 SERVICE AREA MAPS**

Upon written request, Shentel shall make available to the City and shall maintain at its local offices a complete set of Shentel service area maps of the City, on which will be shown those areas in the public rights of way in which its facilities

exist and the location of all streets. Shentel is not required to show facilities on private property or service drops. Upon reasonable written notice, the City may inspect the maps during local business hours at the local notice location for Shentel in Section 14.2 below. The maps shall also designate where the cable wires and other equipment are known to be aerial and where they are known to be underground. Shentel shall provide the City with updated maps within thirty (30) days after any written request by the City and after execution of an appropriate non-disclosure agreement in a timely fashion.

### **3.6 BUILDING MOVES**

In accordance with applicable laws and subject to payment in advance of all applicable costs, Shentel shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building. Shentel shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes.

### **3.7 DISCONNECTION AND RELOCATION**

(a) Shentel shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, sight distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety, and welfare.

(b) The City shall treat Shentel the same as, and require no more of Shentel, than any other similarly situated entity. Shentel shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

### **3.8 EMERGENCY REMOVAL OF EQUIPMENT**

(a) If, at any time, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right

to do so without cost or liability, provided that, wherever possible, the City shall give Shentel notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the City shall treat Shentel the same as, and require no more of Shentel than, any other similarly situated entity. Shentel shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

### **3.9 TREE TRIMMING**

(a) Shentel, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Shentel. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Shentel or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Shentel shall apply to the City for required permission, with the exception of Emergency situations, and if such permission is granted, shall perform such cutting and removal in accordance with the regulations of the City.

### **3.10 SERVICES FOR SUBSCRIBERS WITH DISABILITIES**

Shentel shall comply with all applicable federal regulations, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

### **3.11 CONTINUITY OF SERVICE**

Subscribers shall continue to receive Cable Service from Shentel provided their financial and other obligations to Shentel are honored. Subject to Force Majeure provisions in Section 14.1, Shentel shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Service. For the purpose of construction, routine repairing or testing of the Cable System, Shentel shall use its best efforts to interrupt Service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Shentel shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

## **SECTION 4**

### **FRANCHISE FEES**

#### **4.1 FRANCHISE FEES**

Shentel shall pay to the City an amount equal to five percent (5%) of the Gross Revenues actually received and derived from the operation of its Cable System to provide Cable Service in the City. For franchise fee purposes, the City shall include all incorporated areas and any and all annexations by the City at the time of each franchise fee payment. The City shall notify Shentel in writing of any and all such annexations. Upon receiving such notice, Shentel shall begin collection as soon as possible, but in no case later than sixty (60) days after such notice. Shentel shall be obligated to make franchise fee payments pertaining to such annexations at such time. Shentel shall not deduct or otherwise credit against the franchise fee any taxes, fees or assessments of general applicability, including but not limited to, public, educational, and governmental (PEG) support fees. The City may amend the franchise fee upon ninety (90) days written notice to Shentel provided that the franchise fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment by the City shall accompany such written notice.

#### **4.2 QUARTERLY PAYMENTS**

(a) Franchise fee payments to the City under this provision shall be computed at the end of each calendar quarter and shall be due and payable within forty-five (45) days after the end of each of the first three quarters and sixty (60) days after the close of the fourth quarter of the year. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). Upon request and if mutually agreeable, Shentel shall deposit the franchise fee payments electronically into an account as designated by the City.

(b) In the event that any franchise fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate as published in the Wall Street Journal on the due date shall be added to the amount of franchise fee revenue due to the City. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed

as a release of any claim the City may have for additional sums payable under this Agreement.

#### **4.3 QUARTERLY REPORTS**

Within ten (10) days of each franchise fee payment described in Section 4.2 above, Shentel shall provide a written report containing an accurate statement of Shentel's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Shentel's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall also be verified by a financial representative of Shentel.

#### **4.4 FRANCHISE FEE AUDITS**

(a) Not more than once every three years the City shall have the right to conduct a Franchise Fee audit or review of Shentel's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee audit or review shall occur within sixty (60) months from the date the City receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Shentel shall provide the City with copies of financial records related to the Franchise Fee audit or review.

(b) In the event of an alleged underpayment, the City shall provide Shentel with a written statement indicating the basis for the alleged underpayment. Shentel shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the City with any written objection to the results of the Franchise Fee audit or review, including any substantiating documentation. Based on this exchange of information, the City shall make a final determination of the underpayment(s), if any, within thirty (30) days of Shentel's objection and shall provide Shentel with written notice of the determination. If Shentel disputes the City's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the City's written notice of determination. In the event that Shentel fails to submit the matter to mediation or arbitration within the required time period, the City's final determination shall be binding on Shentel.

(c) Any Franchise Fee payment due to the City as a result of the Franchise Fee audit or review shall be paid to the City by Shentel within sixty (60) days from the date the City notifies Shentel of its final determination, or if the matter is submitted to mediation or arbitration, within sixty (60) days from the final

disposition of such action. If the Franchise Fee audit or review shows that Franchise Fees have been underpaid, then Shentel shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by five percent (5%) or more, then Shentel shall also pay up to Three Thousand (\$3,000) Dollars in documented out-of-pocket costs of the Franchise Fee audit or review.

#### **4.5 NO LIMITATION ON TAXING OR FEE AUTHORITY**

Nothing in this Section or in this Agreement shall be construed to limit the authority of the City to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to franchise fees.

#### **4.6 BUNDLED SERVICES**

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to cable services.

### **SECTION 5** **CABLE SYSTEM SPECIFICATIONS**

#### **5.1 CABLE SYSTEM SPECIFICATIONS**

(a) The parties understand and agree that Shentel will design, construct and maintain a Cable System that has been built for digital television standards. The Cable System shall continue to be capable of providing high quality video and audio reception in both standard definition (SD) and high definition (HD) channels, and video-on-demand.

(b) Shentel reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System.

## **5.2 SYSTEM TESTS**

Shentel shall perform proof of performance tests as required by FCC rules to demonstrate compliance with the requirements of the Ordinance, this Franchise Agreement, FCC standards, and any applicable standards of Good Engineering Practices for Measurements on Cable Systems, published by the National Cable Television Association. Upon request Franchisee shall provide proof of performance test results promptly to the LFA. Upon the LFA's request, Shentel must provide at least ten (10) days advance written notice to LFA of when a 1 proof of performance test is scheduled so that the LFA may have an observer present.

(a)

## **5.3 EMERGENCY ALERT SYSTEM**

Shentel shall comply with all emergency or disaster notification requirements in accordance with the Emergency Alert System ("EAS") requirements of the FCC contained in 47 C.F.R. Part 11 .

# **SECTION 6**

## **REGULATION BY THE CITY**

## **6.1 RIGHT TO INSPECT**

(a) Upon thirty (30) days written request to Shentel, the City may inspect all documents, records and other pertinent information maintained by Shentel which relate to compliance with the terms and conditions of this Agreement and applicable law.



(b) In addition, Shentel shall maintain for inspection by the public and the City all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Upon thirty (30) days written request to Shentel, the City may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition and in accordance with the terms and conditions of this Agreement.

(d) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Shentel as proprietary or confidential in nature and furnished to the City or its designated representatives shall be treated as confidential by the City so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the City may be requested to execute a non-disclosure agreement prior to the provision by Shentel of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. The City and its officially designated representatives agree in advance to treat any such information or records which Shentel reasonably deems would provide an unfair advantage for Shentel's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to City employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the City acting in their official capacity for information related to the franchise and marked by Shentel as confidential and/or proprietary, the City shall notify Shentel of such request. Shentel shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

## **6.2 RIGHT TO CONDUCT COMPLIANCE REVIEW**

Not more than once every thirty-six (36) months during the term of this Agreement, the City or its representatives may conduct a full compliance review with respect to whether Shentel has complied with the material terms and conditions of this Agreement so long as it provides Shentel with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Shentel may organize the necessary records and documents for appropriate review by the City. Within thirty (30) days of a written request, Shentel shall provide the City with copies of records and documents reasonably related to the cable compliance review. The period for any such review shall be for not more than sixty (60) months immediately previous to the notice. The City shall promptly inform Shentel of any non-compliance issues that result from the compliance review.

### **6.3 RESERVED AUTHORITY**

The City reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the City's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of- Way.

### **6.4 POLICE POWERS**

Shentel's rights under this Agreement are subject to the police powers of the City to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

### **6.5 REPORTING**

In addition to the other reporting requirements contained in this Agreement , Shentel shall provide the following reports to the City upon written request:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Shentel shall submit to the City a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call originating from the City and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

(b) Annual Financial Reports

Within thirty (30) days of a written request, Shentel shall submit to the City its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Shentel's Chief Financial Officer in accordance with generally accepted accounting principles. Submission by Shentel of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Shentel shall be deemed as satisfactory compliance with this section.

(c) Operational Reports

Within thirty (30) days of a written request and not more than once per year, Shentel shall provide the following:

(1) Results of proof of performance tests on the Cable System as required by applicable FCC rules (Subparts K and V of Part 76) for the previous twelve (12) months, except as federal law otherwise limits Shentel's obligation;

(2) Cable System outage logs applicable to the City for the previous twelve (12) months;

(3) Cable System preventative maintenance logs applicable to the City for the previous twelve (12) months; and/or

(4) "Trouble call reports" for the previous twelve (12) months showing the number of Complaints, as defined in Section 1(h) above, that required a work order and/or service call originating from the City, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved, and summary descriptions of the resolutions.

**SECTION 7**  
**SERVICES TO COMMUNITY FACILITIES**

**7.1 COMPLIMENTARY CABLE SERVICE**

Within three (3) months of the substantial completion of its cable system in the City, and upon request, Shentel shall, at no charge to the City, provide or maintain its basic tier (or equivalent) package, including converters or digital transport adapters ("OTA's"), or other required end-user equipment and standard installation, to all Public Buildings, as defined in Section 1(q) above, located in the City upon written request by the City. No charge shall be made for standard installation of such service, except that Shentel may charge for installation beyond two hundred (200) feet from the termination of the existing distribution system. Notwithstanding the foregoing, Shentel shall continue to supply at no charge, throughout the term of this Agreement, all current converters, DTA's, or other equipment necessary to receive Cable Service that had been provided to the Public Buildings as of the Effective Date of this Agreement. During the term of this Agreement, new facilities shall be eligible to receive such complimentary service upon written request of the City to the extent that they meet the qualifications as set forth herein and in the side agreement;

provided, however, that no complimentary service shall be made to any entity in these facilities that is not a City, school or public library organization.

## **SECTION 8**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS**

#### **8.1 PEG CHANNELS**

(a) Shentel shall make available to the City one (1) dedicated channel for Public, Educational, and Government ("PEG") access Programming purposes in accordance with Section 611 of the Cable Act for the exclusive use of the City and/or its designee.

(b) Additional PEG Channels. The City may request an additional PEG channel, not to exceed a total of two (2) channels, so long as a threshold use requirement is met for the PEG access channel designated above. In order to obtain an additional PEG Channel, the existing PEG Access Channel must be programmed at least twenty-four (24) hours a week with locally produced, non-repetitive, and non-character generated PEG Access Programming, for a minimum of six (6) consecutive weeks. The City must provide Shentel with written, detailed documentation evidencing that the usage meets the threshold requirement for such Channel. Shentel shall have 180 days to provide the requested additional Channel capacity. Once the threshold is met and the additional Channel is made available, the initial PEG Channel must maintain the threshold requirement.

(c) Non Commercial Use. A PEG Channel may not be used to cablecast programs for profit, political, or commercial fundraising in any fashion. Nothing in this Agreement, however, shall prohibit a PEG Channel or any entity responsible for managing a PEG Channel from entering into underwriting or sponsorship arrangements with third party entities that conform to sponsorship guidelines used by the Public Broadcasting Service (PBS).

(c) Use of Fallow Time. Because blank PEG Channels are not in the public interest, in the event the City or other PEG access user elects not to program a Channel for a period of at least seven (7) days, Shentel may program such Channel thirty (30) days after providing the City with written notice of its intent to program the Channel, subject to reclamation by the City upon no less than 60 days' written notice.

(b) Such PEG Channel(s) shall be used for community programming related to public, educational and/or governmental activities. Their purpose is to

contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs and bringing local education into the home. The City may delegate the administration of any PEG channels to an appropriate designee. Shentel shall not exercise editorial control over PEG Channel programming, but may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. Shentel shall cablecast all activated PEG Channels so that they are received by all Shentel Subscribers in the City.

## **8.2 RETURN LINES**

(a) Shentel shall install or obtain and maintain Return Lines for the PEG Channel, including Return Lines from the City Government Office Building located at 125 N Division Street (hereinafter "GOB") and the PAC 14 Studio located at the East Campus Complex Building on the Salisbury University Campus. In addition, Shentel shall provide and install Return Lines as follows:

- (i) From the PAC 14 Studio directly to the Shentel headend;
- (ii) From the West Salisbury Fire Station Training Room/EOC located at 325 Cypress Street, Salisbury to the PAC 14 Studio;
- (iii) From the GOB to the PAC 14 Studio;

(b) The Return Line locations listed above are subject to change by the City. The term "Return Line" as used in this section refers to direct fiber optic links, including activation equipment capable of transmitting and receiving high quality video and audio, between each of the video origination locations described above such that live programming can originate from the selected locations and be distributed via the cable system to Subscribers in the City. Within ninety (90) days of a written request from City for any Return Lines, Shentel shall provide the appropriate officials of the City with a route design and associated cost estimate, including a detailed bill of materials. The City will respond with any comments and questions on the design and cost estimate within thirty (30) days of receipt. Shentel and the City shall discuss the City comments and resolve any issues related to the route and associated costs within thirty (30) days of receipt of the comments prior to Shentel commencing installation of the Return Lines. The City shall approve the final route and associated costs. Once approved, Shentel shall build and activate the Return Lines within one hundred twenty (120) days of approval. The City shall pay for the construction of the Return Lines from the PEG capital grant received by Shentel pursuant to Section 8.4 below.

(b) Shentel shall be responsible for maintaining the Return Lines to the video origination points of all of the PEG Channels so long as the City provides

Shentel with access to those locations and access to the PEG Channel equipment within these locations. Shentel shall provide, install and maintain in good working order the equipment necessary for transmitting the signal to the Channel aggregation sites for further processing and distribution to Subscribers. Shentel shall not be responsible for the technical signal quality of programming produced by any PEG Channel programmer.

### **8.3 ADDITIONAL PEG CHANNEL REQUIREMENTS**

(a) Shentel shall transport and deliver the PEG Channel(s) signals at a level of technical quality, functionality, features and reliability that complies with the levels of technical quality and reliability provided by Shentel for signals of other commercial channels transmitted to Subscribers on its System.

(b) Shentel shall use its best efforts to maintain the Channel assignments for the current PEG Channel as of the Effective Date and the initial channel assignments for any additional PEG Channels described in Section 8.1

(a) above. Notwithstanding the foregoing, Shentel does not relinquish its ownership of or ultimate right of control over a Channel by designating it for access programming use. In the event that Shentel deems a change in any PEG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Shentel shall comply with the following requirements:

(1) Shentel shall provide the City thirty (30) days advance written notice of any change in PEG Channel assignments

(2) Shentel shall include notice of such change in at least two (2) bill inserts regarding the change in channel assignments with at least one occurring prior to the change;

(3) Shentel shall provide the City with up to Three Thousand Dollars (\$3,000) per Channel for documented out of pocket expenses associated with the change, provided that the PEG entity operating the Channel may only claim this compensation under one applicable franchise agreement;

(c) Shentel shall provide at each PEG origination site one complimentary cable drop and Expanded Basic service (or equivalent) package, plus any other tier of service that includes PEG Channels, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the PEG programming content transmitted over the Cable System.

(d) The City shall require all local producers of public access programming to agree in writing to defend and hold harmless the City and Shentel from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal, state or local laws, rules, and/or regulations; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of an public access facility or Channel. Such indemnification by local producers shall not include the technical signal quality of the PEG channel.

(e) The City and Shentel agree that any and all costs incurred by Shentel for supporting such PEG channel(s), including any and all equipment, PEG support grants, and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Shentel reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(f) The City or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG channel(s).

(g) Shentel shall monitor all of the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Shentel may implement carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other comparable channels carried on the Cable System.

(h) Shentel will, to the extent technologically and economically feasible, cooperate with the City and the applicable third party to arrange for programming description information to be available on the digital guide. The cost of such carriage shall be borne by the City, or any other entity responsible for programming or managing the PEG Channels, and each such entity shall be responsible for providing the required programming description to the third party vendor used by Shentel to manage the digital guide.

(i) Shentel shall maintain any and all existing PEG Channel video interconnections between the City and Access providers and entities outside of the

City so long as they are being actively used and remain legally and technically feasible.

#### **8.4 PEG CAPITAL GRANT**

Shentel shall provide the City with a PEG Capital grant to be used for PEG capital equipment and facilities purposes. The PEG Capital grant provided by Shentel shall be in an one-time amount of \$5,000.00.

### **SECTION 9** **CUSTOMER SERVICE STANDARDS**

#### **9.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

(a) In accordance with applicable law, customer service centers shall be conveniently located and open during Normal Business Hours. Shentel shall provide and maintain a local or toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis.

(c) Under Normal Operating Conditions, the customer shall receive a busy signal less than three percent (3%) of the time.

(d) Shentel shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above



unless a historical record of written Complaints indicates a clear failure to comply. If the City determines, after receiving Complaints itself and/or receiving a record of Complaints made to Shentel, that there is a clear failure to comply with the telephone answering requirements above, the City shall notify Shentel in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the City the results of such measurements.

## **9.2 INSTALLATIONS AND SERVICE CALLS**

(a) Shentel shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Shentel shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Shentel employee or agent, including any subcontractor, shall prominently display the Shentel or Glo Fiber logo and/or sufficient markings (such as a magnetic door sign) indicating that the contractor or agent is under contract to Shentel.

(b) Under Normal Operating Conditions, standard installations will be performed within seven (7) business days after an order has been placed. "Standard Installations" are those aerial installations that are located up to one hundred fifty (150) feet from the existing distribution system.

(c) Under Normal Operating Conditions, Shentel shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Notice of a Service Interruption of three (3) Subscribers shall give rise to this obligation on behalf of Shentel. Shentel shall begin actions to correct other service problems the next business day after notification of the service problem.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Shentel shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Shentel may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the customer.

(e) Shentel may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

### **9.3 NOTICES**

(a) Shentel shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and customer Complaint procedures;
- (7) Shentel's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Shentel shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Shentel. Shentel shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Maryland or the City on the transaction between Shentel and the Subscriber.

(c) In accordance with applicable federal law, Shentel shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Shentel during the previous twelve (12) months.

### **9.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be itemized and shall include all applicable service tiers, equipment charges and any

installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Shentel shall provide the name, address, and telephone number of the City to Subscribers on the monthly bill, unless the City requests in writing that Shentel omit such information in accordance with 47 C.F.R. § 76.952.

(c) Shentel shall not assess late fees for non-payment of a current bill until at least twenty-five (25) days have elapsed since the mailing of the bill by Shentel.

## **9.5 CUSTOMER COMPLAINT PROCEDURES**

Shentel shall establish clear written procedures for resolving customer Complaints, which shall include at least the following:

(a) Shentel shall provide the customer with a written response to a written Complaint within thirty (30) days of its receipt if the Complaint has not been resolved to the customer's satisfaction. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the City is contacted directly about a customer Complaint, it shall notify Shentel promptly and in writing. When Shentel receives such notification, the time period for Shentel to respond as required by Section 9.5 (a) above shall commence. If the City notifies Shentel in writing, then Shentel shall respond in writing within the time period specified in Section 9.5 (a) above.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Shentel has the option of withholding the disputed amount, without a late fee or disconnection, until Shentel has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

- (1) The Subscriber provides a written Complaint to Shentel in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Subject to applicable privacy laws, Shentel shall maintain customer Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

## **9.6 CREDIT FOR SERVICE INTERRUPTIONS**

Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours upon receipt of written or credible oral request, it shall grant after verification such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

## **9.7 PRIVACY**

(a) Shentel shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Shentel shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Shentel shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Except as permitted by Section 631 of the Cable Act as amended, neither Shentel nor its designee nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Shentel shall notify the Subscriber prior to disclosure in conformance with Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court.

(d) Upon a request by a Subscriber, Shentel shall make available for inspection at a reasonable time and place all personal Subscriber information that Shentel maintains regarding said Subscriber. Shentel shall ensure that all information related to billing and service requests is accurate and up-to-date and shall provide Subscribers with a reasonable opportunity to correct any errors.

(e) Shentel shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, in conformance with Section 631 of the Cable Act.

## **SECTION 10**

### **FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**

#### **10.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the City has reason to believe that Shentel violated any provision of this Agreement, it shall notify Shentel in writing by certified mail of the nature of such violation, the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the City does not notify Shentel of any violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

(b) Shentel shall have thirty (30) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Shentel must cure the violation shall be extended by the City in writing for such additional time necessary to complete the cure, provided that Shentel shall have promptly commenced to cure and is taking reasonable steps to cure in the reasonable judgment of the City.

(c) If the violation is material and has not been cured within the time allowed under Section 10.1(b) and, in the City's judgment, Shentel has not taken reasonable steps to cure the violation, then the City may deem that Shentel is liable for liquidated damages and/or any other right or remedy in accordance with Sections 10.2-10.4.

#### **10.2 LIQUIDATED DAMAGES**

(a) Because Shentel's failure to comply with material terms of this Agreement may result in harm to the City and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Shentel in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Shentel has had an opportunity to cure in accordance with Section 10.1(b) and the City is not pursuing other penalties or remedies. Such damages shall not be a substitute for specific performance by Shentel or legal action by the City, but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

### **10.3 REVOCATION**

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke this franchise if:

(1) It is demonstrated that Shentel practiced any fraud or deceit upon the City in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Shentel repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 5.1 of this Agreement;

(3) Shentel repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Shentel or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 14.1. Shentel shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the City after an appropriate public hearing that shall afford Shentel due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Maryland. All notice requirements shall be met by providing Shentel at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The City, after a public hearing and upon finding the existence of grounds for revocation,

may either declare this Franchise terminated or excuse such grounds upon a showing by Shentel of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding within thirty (30) days in a written decision which the City shall send via certified or overnight mail to Shentel. Shentel may appeal such written determination to an appropriate court of competent jurisdiction.

#### **10.4 PERFORMANCE BOND**

(a) Shentel shall obtain and maintain during the Franchise term, at its sole cost and expense, a performance bond running to the City with a surety company licensed to do business in the State of Maryland and satisfactory to the City to ensure Shentel's faithful performance of its obligations. The performance bond shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Shentel's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 10.1, 10.2, and 10.3 above.

(b) The performance bond shall be in the amount of Seventy-Five Thousand Dollars (\$75,000). Shentel shall not reduce, cancel or materially change said bond from the requirement contained herein.

### **SECTION 11**

#### **LIABILITY AND INDEMNIFICATION**

##### **11.1 INDEMNIFICATION**

Shentel shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Shentel, its officers, agents, contractors, subcontractors or employees, arising out of but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The City shall give Shentel timely written notice of its obligation to indemnify and defend the City. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the City determines that it is necessary for it to employ separate counsel, in addition to that provided by Shentel, the cost for such separate counsel shall be the responsibility of the City. Shentel shall not indemnify the City for any claims resulting solely from acts of willful misconduct or negligence on the part of the City.

## **11.2 INSURANCE**

(a) Shentel shall maintain insurance throughout the term of this Agreement with an insurance company which is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than "A-minus VII", indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Shentel or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section.

(c) All insurance coverage shall be maintained throughout the period of this Agreement. Shentel shall not cancel any required insurance policy without obtaining alternative insurance in conjunction with this Section 11.2 and without providing notice to the City verifying that Shentel has obtained such alternative insurance. All insurance policies shall contain a provision that the City will receive thirty (30) days' written notice prior to any material changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the City.

(d) A certificate evidencing the insurance coverage required herein shall be provided by Shentel to the City within thirty (30) days of the Effective Date, upon request by the City and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.



**SECTION 12**  
**FRANCHISE TRANSFER AND RENEWAL**

**12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL**

(a) Neither Shentel nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City provided that such consent shall not be unreasonably withheld.

(b) Neither Shentel nor its parent nor any Affiliated Entity shall change, transfer or assign , through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City.

(c) Neither Shentel nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five (25%) of its equitable ownership in the Cable System without the prior written consent of the City.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Shentel in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Shentel.

(e) Shentel shall make written application to the City of any transfer , change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The City shall have thirty (30) days from the receipt of FCC Form 394 to notify Shentel of any additional information it needs to make an informed decision on the transfer or assignment. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

## **12.2 RENEWAL**

The City and Shentel agree that any proceedings or activities that relate to the renewal of Shentel's franchise shall be governed by applicable federal and state law.

## **SECTION 13 REMOVAL OF SYSTEM**

(a) Upon lawful termination or revocation of this Agreement, Shentel shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful denial of renewal or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Shentel's cost.

(b) During the term of the Agreement, if Shentel decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The City shall have the right to either require Shentel to remove the property, remove the property itself and charge Shentel with the costs related thereto, or transfer ownership of the property to the City's designee provided fair market value is paid to Shentel.

(c) Notwithstanding the above, Shentel shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Shentel from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

## **SECTION 14 MISCELLANEOUS**

### **14.1 FORCE MAJEURE**

If for any reason of force majeure, Shentel is unable in whole or in part to carry out its obligations hereunder, Shentel shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public

enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections, riots, epidemics; landslides; earthquakes; hurricanes; volcanic activity; floods; washouts; droughts; explosions; and partial or entire failure of non-affiliated utilities.

## **14.2 NOTICES**

Every notice or payment to be served upon or made to the City shall be sent to:

City Administrator  
City of Salisbury, MD  
125 N. Division Street  
Salisbury, MD 21801

With copies to:

Shentel  
500 Shentel Way  
Edinburg, VA 22824  
Attn: Chris Kyle

The City may specify any change of address in writing to Shentel. Every notice to be served upon Shentel shall be sent to:

Shentel  
500 Shentel Way  
Edinburg, VA 22824  
Attn: Chris Kyle

Shentel may specify any changes of address in writing to the City. Each delivery to Shentel or the City shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **14.3 EQUAL EMPLOYMENT OPPORTUNITY**

Shentel is an equal opportunity employer and it shall comply with all applicable federal, state and local laws and regulations regarding equal opportunity employment.

#### **14.4 CAPTIONS**

The captions for sections throughout this Agreement are intended solely to facilitate reading and references to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement

#### **14.5 GOVERNING LAW**

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested in in the State Courts of Maryland, County of Wicomico or in the United States District Court of Maryland.

#### **14.6 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements, ordinances, or proposals except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and Shentel. In the event of a conflict between this Franchise Agreement and the Ordinance or any other enabling ordinance, law or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of this Franchise Agreement shall be controlling.

#### **14.7 SEVERABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

#### **14.8 CHANGE OF LAW**

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, which requires Shentel to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provision herein, the City and Shentel may thereupon, if they both determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **14.9 COMPLIANCE WITH LAWS**

Shentel shall comply with all applicable federal, state and generally applicable local laws, regulations and ordinances.

#### **14.10 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Shentel, the City and their respective successors and assigns. This Agreement is authorized by Resolution No. dated \_\_\_\_\_ of the Salisbury City Council.

#### **14.11 NO RECOURSE**

Except for action seeking equitable relief, Shentel shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of any provisions or requirements of this Agreement or because of the enforcement thereof by the City, or failure of the City to have authority to grant all or part of the franchise.

#### **14.12 THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

**WITNESS** our hands and official seals to this Cable Franchise Agreement.

**CITY OF SALISBURY, MARYLAND**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SHENANDOAH CABLE TELEVISION, LLC**

By: \_\_\_\_\_

Print: Chris Kyle

Title: Vice President

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**ORDINANCE NO. 2700**

**AN ORDINANCE OF THE CITY OF SALISBURY TO GRANT A PROPERTY TAX CREDIT AGAINST THE CITY PROPERTY TAX IMPOSED ON CERTAIN REAL PROPERTY OWNED BY SALISBURY NEIGHBORHOOD HOUSING SERVICES, INC.**

**WHEREAS**, Salisbury Neighborhood Housing Services, Inc. (“SNHS”) is a local nonprofit housing organization with the stated goal of increasing home ownership, reducing neighborhood blight, and fostering sustainable change; and

**WHEREAS**, in furtherance of its goal, SNHS regularly acquires residential properties within the corporate limits of the City of Salisbury (the “City”), on which it performs rehabilitation, significantly increasing the value of such properties, and ultimately transferring such properties to families in need; and

**WHEREAS**, the City seeks to incentivize and encourage the ongoing rehabilitation by SNHS of residential housing within City limits; and

**WHEREAS**, granting SNHS a tax credit against the City property tax imposed on eligible properties (the “SNHS Tax Credit”) will encourage SNHS to acquire properties within City limits, which will further result in positive economic and social effects, including, but not limited to, combatting blight and increasing the inventory of residential housing in the City; and

**WHEREAS**, the City through the Finance Department shall process applications connected to the SNHS Tax Credit to ensure eligibility of a particular property for the tax credit; and

**WHEREAS**, the Mayor joins with the City Council in recommending the implementation of the SNHS Tax Credit; and

**WHEREAS**, the City’s establishment of the SNHS Tax Credit hereunder is authorized by Section 9-324 of the Property-Tax Article of the Annotated Code of Maryland.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Title 3 of the Salisbury City Code, entitled “REVENUE AND FINANCE”, be and hereby is amended by adding a new Chapter 3.21, titled “Salisbury Neighborhood Housing Services Tax Credit”, as follows:

**Chapter 3.21 Salisbury Neighborhood Housing Services Tax Credit**

**3.21.010 – Salisbury Neighborhood Housing Services tax credit**

- A. In accordance with the provisions of the Tax-Property Article § 9-324 of the Annotated Code of Maryland, there is hereby established a City property tax credit of 100% for real property, provided that:**
- 1. The property is owned by Salisbury Neighborhood Housing Services, Inc. with the intention of relinquishing ownership within five (5) years from the date of acquisition;**
  - 2. The property is used exclusively for the purposes of development, rehabilitation, and transfer to a private owner; and**

- 52 3. The property is not occupied by administrative or warehouse buildings owned  
53 by Salisbury Neighborhood Housing Services, Inc.  
54 B. Salisbury Neighborhood Housing Services, Inc. shall submit an annual report each year  
55 to the Mayor and City Council of the City of Salisbury documenting:  
56 1. All real property holdings of Salisbury Neighborhood Housing Services, Inc. in  
57 the City of Salisbury;  
58 2. All transactions involving the real property holdings referenced in the above  
59 subparagraph (B(1); and  
60 3. The annual report shall be delivered to the City of Salisbury on or before July  
61 15 and shall include all holdings as of the preceding June 30 and shall include  
62 the date of acquisition of each parcel of real property for which a credit is  
63 applicable on the preceding June 30.  
64 C. The tax credit for each property shall continue until such time as the property is  
65 transferred from Salisbury Neighborhood Housing Services, Inc. to a private owner, but  
66 in no event for more than five (5) years. When the tax credit ceases, the property and its  
67 assessment shall be reinstated on the City of Salisbury real property tax roll at the  
68 beginning of the next fiscal year.  
69 D. The allowance of the tax credit shall be administered by the City of Salisbury Finance  
70 Department.  
71 1. In order to obtain the tax credit, Salisbury Neighborhood Housing Services, Inc.  
72 shall submit such documentation as the City of Salisbury Finance Department  
73 requires to determine the eligibility of a parcel of real property. The required  
74 documentation shall be provided upon acquisition of a property and shall  
75 include, but not be limited to, a copy of the property settlement agreement.  
76 2. If the Finance Department makes a finding of the ineligibility of a parcel for the  
77 tax credit, the Finance Department may disallow or revoke a tax credit, effective  
78 as of the date of ineligibility.  
79 3. The tax credit shall be allowed on and after October 1, 2021, and shall be pro-  
80 rated as of the date of acquisition by SNHS.  
81

82 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
83 **SALISBURY, MARYLAND, as follows:**

84 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this  
85 Ordinance shall be deemed independent of all other provisions herein.

86 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,  
87 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or  
88 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
89 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
90 Ordinance shall remain and shall be deemed valid and enforceable.

91 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such  
92 recitals were specifically set forth at length in this Section 4.

93 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.  
94

95 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
96 Salisbury held on the 13<sup>th</sup> day of December, 2021 and thereafter, a statement of the substance of the  
97 Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
98 of the City of Salisbury on the \_\_\_\_ day of \_\_\_\_\_, 2022.  
99  
100



101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**John R. Heath, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Jacob R. Day, Mayor**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**ORDINANCE NO. 2702**

**AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE GOVERNOR'S OFFICE OF CRIME PREVENTION, YOUTH, AND VICTIM SERVICES IN THE AMOUNT OF \$20,000 UNDER THE FY22 POLICE RECRUITMENT AND RETENTION PROGRAM (PRAR) AND AMENDING THE GRANT FUND BUDGET TO APPROPRIATE THESE GRANT FUNDS TO SUPPLEMENT THE COST OF GYM MEMBERSHIPS FOR SALISBURY POLICE OFFICERS.**

**WHEREAS**, the Salisbury Police Department has been awarded a grant in the amount of \$20,000 from the Governor's Office of Crime Prevention, Youth, and Victim Services under the FY22 Police Recruitment and Retention (PRAR) program to assist in the recruitment and retention of police officers for the City of Salisbury, Maryland (hereafter referred to as the "Grant Funds"); and

**WHEREAS**, the Grant Funds are specifically provided to supplement the cost of gym memberships for Salisbury police officers; and

**WHEREAS**, the Grant Funds shall supplement the cost of a one-year membership to a local gym for police officers holding the rank of Captain and below; and

**WHEREAS**, this incentive shall include current police officers as well as new recruits hired in FY22, for a maximum of 94 police officers; and

**WHEREAS**, police officers shall be required to sign a contract of commitment to remain with the City of Salisbury Police Department for at least one year after receiving the Grant Funds; and

**WHEREAS**, the Grant Funds shall be divided equally among the police officers taking advantage of this incentive; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

**WHEREAS**, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Governor's Office of Crime Prevention, Youth, and Victim Services under the FY22 Police Recruitment and Retention (PRAR) program, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$20,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

**(a)** Increase GOCCP Revenue Account No. 10500-425805-XXXXX by \$20,000.

**(b)** Increase SPD Operating Expense Account No. 10500-546006-XXXXX by \$20,000.

52           **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
53 **SALISBURY, MARYLAND**, as follows:

54           **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each  
55 provision of this Ordinance shall be deemed independent of all other provisions herein.

56           **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
57 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
58 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
59 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
60 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

61           **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance  
62 as if such recitals were specifically set forth at length in this Section 5.

63           **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
64

65           **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
66 Salisbury held on the 13<sup>th</sup> day of December, 2021 and thereafter, a statement of the substance of the  
67 Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
68 of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

69  
70 **ATTEST:**  
71  
72  
73

74 \_\_\_\_\_  
75 **Kimberly R. Nichols, City Clerk**  
76

\_\_\_\_\_ **John R. Heath, City Council President**

77  
78 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
79  
80  
81  
82

83 \_\_\_\_\_  
84 **Jacob R. Day, Mayor**



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Ron Strickler, Director of Housing and Community Development  
**Date:** December 14, 2021  
**Re:** Draper Holdings Charitable Fund/Bless Our Children Donation

---

Please find the attached ordinance for review accepting a \$4,000 monetary donation from Draper Holdings Charitable Fund/Bless Our Children campaign in support of the Santa's Workshop program sponsored by the Housing and Community Development Department. HCDD request your consideration and subsequent forwarding of the budget amendment ordinance to the Mayor and City Council for their approval.

Santa's Workshop is a youth holiday program held on Main Street in Downtown Salisbury in which toys are distributed to children in our community that may not otherwise have an opportunity to receive gifts and feel the true spirit of the holiday season. Thank you in advance for your time and consideration.

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE CITY'S SPECIAL REVENUE FUND BUDGET AND TO ACCEPT AND APPROPRIATE DONATED FUNDS FROM THE DRAPER HOLDINGS CHARITABLE FUND/BLESS OUR CHILDREN CAMPAIGN FOR THE SANTA'S WORKSHOP PROGRAM.**

**WHEREAS**, the City of Salisbury’s Housing and Community Development Department hosts a Santa’s Workshop program every year; and

**WHEREAS**, Bless Our Children wishes to donate funds to help sponsor this annual program;  
and

**WHEREAS**, the donation of funds will be used to purchase gifts, refreshments and equipment used to run the program; and

**WHEREAS**, these donations are to be used to protect the public welfare by purchasing toys to provide to children; and

**WHEREAS**, appropriations necessary for this donation must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND,** as follows:

**Section 1.** The City's FY22 Special Revenue Fund be and hereby is amended as follows:

- 1) Increase 10700-456423-81001 Contribution Revenue by \$4,000.
- 2) Increase 10700-546006-81001 Operating Expense by \$4,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND,** as follows:

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

**Section 5.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance

51 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
52 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
53

54 **ATTEST:**  
55  
56

57 \_\_\_\_\_  
58 Kimberly R. Nichols  
59 City Clerk  
60

\_\_\_\_\_   
John R. Heath, President  
Salisbury City Council

61  
62 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
63  
64

65 \_\_\_\_\_  
66 Jacob R. Day, Mayor  
67



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** City Administration

**From:** Laura Soper

**Subject:** EV Chargers

**Date:** 12/20/21

---

The Department of Business Development has received a request from Delmarva Power to install a total of 11 electric vehicle charging stations in the Downtown Parking Garage (3), City Park along S Park drive (4), and Lot 13 (4). The Downtown Parking Garage is located on Circle Avenue and Lot 13 is located off on N Division by the intersection of W Chestnut Street. The project is fully funded by Delmarva Power. In order to proceed with the project, Delmarva Power has asked for the City to execute the attached Right of Way Agreement.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ORDINANCE NO. 2704**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING  
THREE RIGHT-OF-WAY AND LICENSE AGREEMENTS TO DELMARVA  
POWER & LIGHT COMPANY ACROSS THREE CITY OWNED PROPERTIES  
(PARKING LOT 13, SALISBURY PARKING GARAGE, AND SALISBURY CITY  
PARK) FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING  
STATION FACILITIES.**

**WHEREAS**, the City of Salisbury owns Parking Lot 13 (Map 0107, Grid 0008, Parcel 0994) located along W. Chestnut Street; the Parking Garage (Map 0107, Grid 0015, Parcel 0881) located at 101 E. Market Street; and the Salisbury City Park (Map 0107, Grid 0017, Parcel 0930) located at 500 E. Main Street;

**WHEREAS**, the City of Salisbury is desirous of having facilities installed for the purpose of setting up electric vehicle charging stations in Parking Lot 13, the Parking Garage, and the Salisbury City Park; and

**WHEREAS**, Delmarva Power & Light Company desires to acquire a license or privilege, in, on, upon, over, under, across, along and through Parking Lot 13, the Parking Garage, and the Salisbury City Park to permit Delmarva Power & Light Company to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove electronic vehicle charging station facilities; and

**WHEREAS**, a Right of Way and License Agreement by and between the City of Salisbury and Delmarva Power & Light Company will allow Delmarva Power & Light Company the right to construct, install, operate, maintain, repair, reinstall, replace, relocate the infrastructure for the electric vehicle charging stations in Parking Lot 13, the Parking Garage, and the Salisbury City Park; and

**WHEREAS**, by this Ordinance, the Council **(i)** hereby approves a Right of Way and License Agreement for each of the three City properties, namely Parking Lot 13, the Parking Garage, and the Salisbury City Park (attached hereto and incorporated herein respectively as **Exhibit A**; **Exhibit B**; and **Exhibit C**) and **(ii)** hereby authorizes the Mayor's execution thereof on behalf of the City; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, those certain Right of Way and License Agreements, by and between the City of Salisbury and Delmarva Power & Light Company, attached hereto and incorporated herein respectively as **Exhibit A**; **Exhibit B**; and **Exhibit C**.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

**Section 5.** This Ordinance shall take effect from and after the date of its final passage.



**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**Kimberly R. Nichols, City Clerk**

**John R. Heath, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Jacob R. Day, Mayor**

**RIGHT OF WAY AND LICENSE AGREEMENT  
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_, 2021 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property hereinafter described situated along W. Chestnut Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0008, Parcel 0994, and acquired from Cavalier Resources Limited Partnership, a Maryland limited partnership, by Deed dated September 3, 2004, and recorded among the Land Records of Wicomico County in Liber 2286, Folio 671 ("Grantor's Property"); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor's Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. GRANT OF LICENSE:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "Charging Station Facilities") upon, over, under and across Grantor's Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor's Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor's Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as **Exhibit 1.**

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK:

7.1 Construction of the Charging Station Facility as shown on Exhibits 1A and 1B.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the

Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part

or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company  
2530 North Salisbury Blvd.  
Salisbury, MD 21801  
Attention: Manager of Real Estate  
Email: [Steven.Krup@ExelonCorp.com](mailto:Steven.Krup@ExelonCorp.com) (not sufficient for notice purposes)

Exelon Corporation  
701 Ninth Street NW, 9th Floor  
Washington, DC 20068  
Attn: Constance H. Pierce  
Assistant General Counsel

The Grantor at: (one copy to each)

The City of Salisbury  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

GRANTOR

ATTEST:

THE CITY OF SALISBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE

ATTEST:

DELMARVA POWER & LIGHT COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

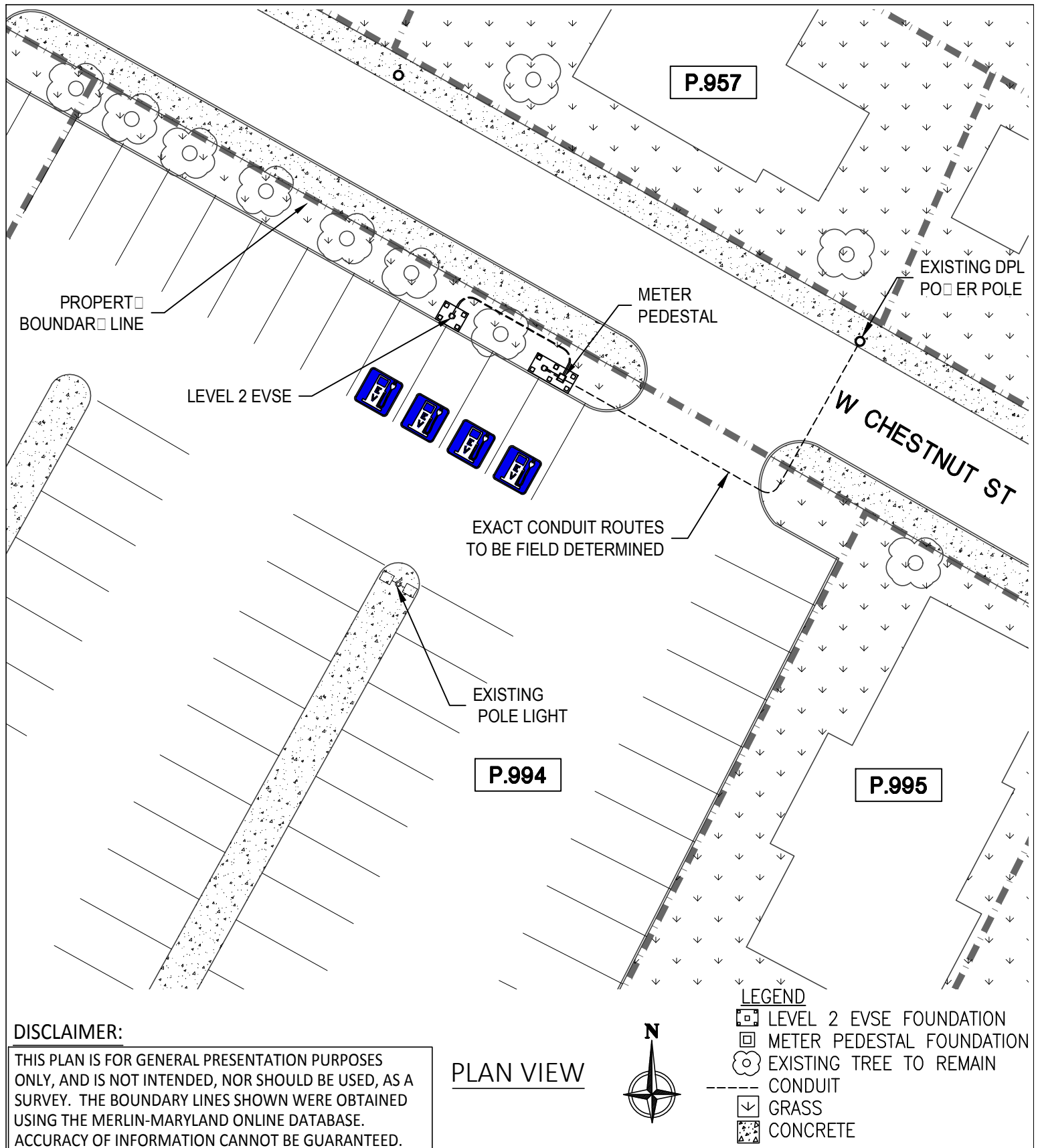
STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



# EXHIBIT 1

W. CHESTNUT STREET, SALISBURY, MD 21801  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
2 LEVEL-2 EVSE



**delmarva  
power**

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY LOT 17

**RIGHT OF WAY AND LICENSE AGREEMENT  
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

**W I T N E S S E T H:**

WHEREAS, the Grantor is the owner of the property hereinafter described situated at 101 E. Market Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0015, Parcel 0881, and being described as "61,979 SQ FT NS CIRCLE AVE CITY OF SALISBURY", consisting of 61,979 square feet of land, more or less ("Grantor's Property"); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor's Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. Grant of License:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "Charging Station Facilities") upon, over, under and across Grantor's Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor's Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor's Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as **Exhibit 1A and 1B.**

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK: In addition to the construction of the Charging Station Facility as shown on Exhibits 1A and 1B, Licensee will replace the existing 300 kVA transformer at coordinate 46845/93129 servicing the property, with a 500 kVA transformer, and Grantor agrees that the new 500 kVA transformer is permitted by Easement Agreement dated April 23, 1976, and recorded among the Land Records of Wicomico County, at Liber 866, folio 885. The new 500 kVA transformer is to be installed prior to or with the installation of the Charging Station Facilities.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

## 11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

## 12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

## 13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon

termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company  
2530 North Salisbury Blvd.  
Salisbury, MD 21801  
Attention: Manager of Real Estate  
Email: [Steven.Krup@ExelonCorp.com](mailto:Steven.Krup@ExelonCorp.com) (not sufficient for notice purposes)

Exelon Corporation  
701 Ninth Street NW, 9th Floor  
Washington, DC 20068  
Attn: Constance H. Pierce  
Assistant General Counsel



The Grantor at: (one copy to each)

The City of Salisbury

ATTN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

GRANTOR

ATTEST:

THE CITY OF SALISBURY

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

LICENSEE

DELMARVA POWER & LIGHT COMPANY

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

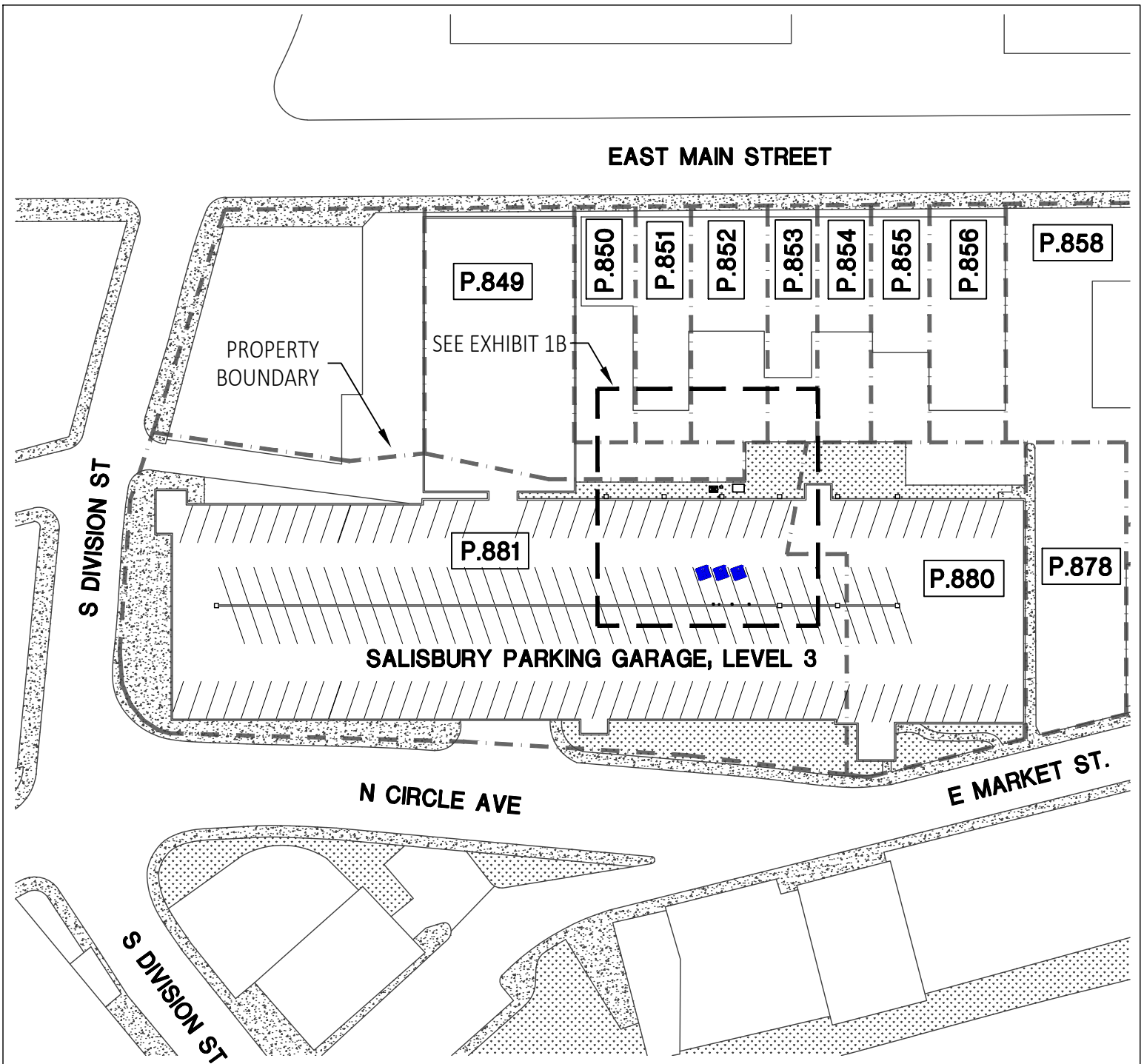
STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**DISCLAIMER:**

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

**PLAN VIEW**  
NOT TO SCALE



**LEGEND**

- METER PEDESTAL & FOUNDATION
- WALL MOUNTED NOVACHARGE
- EXISTING TREES TO REMAIN
- GRASS
- CONCRETE

**EXHIBIT 1A**

101 E. MARKET STREET, SALISBURY, MD 21801  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
LEVEL-2 WALL MOUNTED EVSE



**delmarva  
power**

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY  
PARKING GARAGE

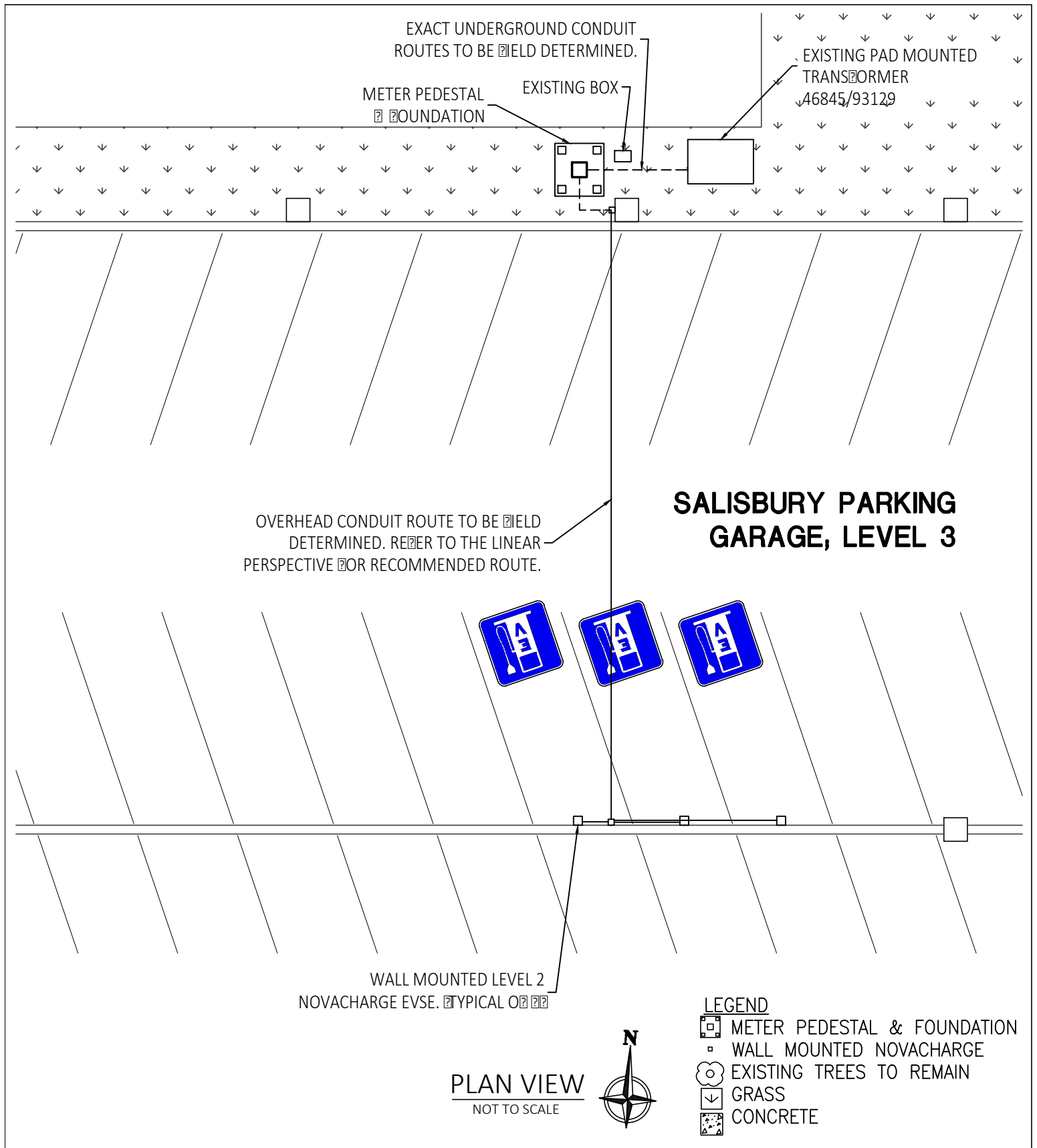


EXHIBIT 1B

101 E. MARKET STREET, SALISBURY, MD 21801  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
LEVEL-2 WALL MOUNTED EVSE



**delmarva  
power**

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY  
PARKING GARAGE

**RIGHT OF WAY AND LICENSE AGREEMENT  
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_, 2021 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property hereinafter described situated at 500 E. Main Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0017, Parcel 0930, and acquired from The Salisbury Realty Company, a corporation under the Laws of the State of Maryland, by Deed dated July 14, 1925, and recorded among the Land Records of Wicomico County in Liber 140, Folio 28 ("Grantor's Property"); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor's Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. GRANT OF LICENSE:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "Charging Station Facilities") upon, over, under and across Grantor's Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor's Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor's Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as **Exhibit 1A and 1B.**

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK:

7.1 Construction of the Charging Station Facility as shown on Exhibits 1A and 1B.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the



Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part

or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company  
2530 North Salisbury Blvd.  
Salisbury, MD 21801  
Attention: Manager of Real Estate  
Email: [Steven.Krup@ExelonCorp.com](mailto:Steven.Krup@ExelonCorp.com) (not sufficient for notice purposes)

Exelon Corporation  
701 Ninth Street NW, 9th Floor  
Washington, DC 20068  
Attn: Constance H. Pierce  
Assistant General Counsel

The Grantor at: (one copy to each)

The City of Salisbury  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

GRANTOR

ATTEST:

THE CITY OF SALISBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE

ATTEST:

DELMARVA POWER & LIGHT COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

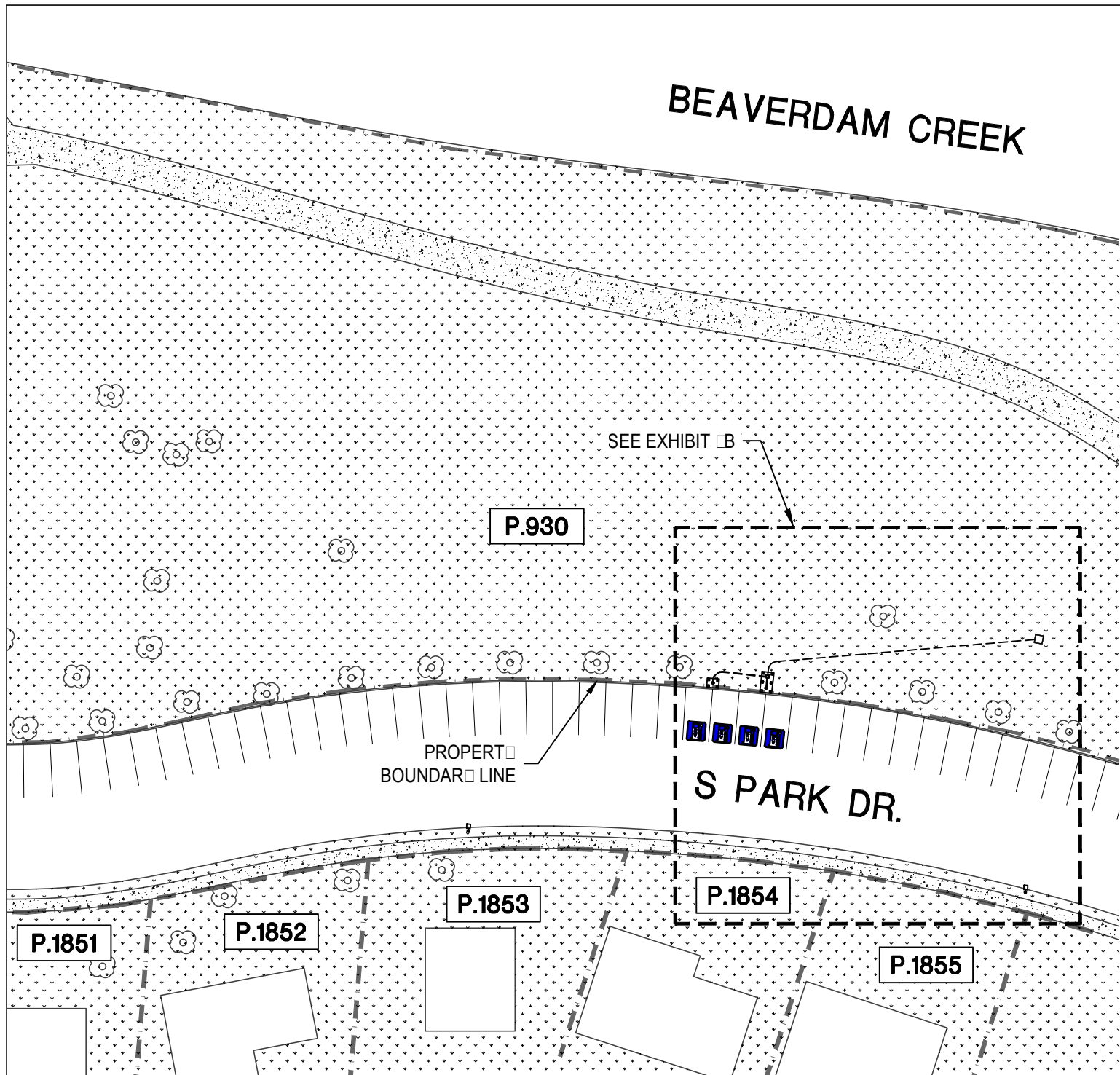
STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



#### DISCLAIMER:

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

PLAN VIEW



#### LEGEND

-  GRASS
-  CONCRETE

# EXHIBIT 1A

500 E MAIN ST., SALISBURY MD 21801  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
2 LEVEL-2 EVSE



**delmarva**  
**power**

Newark, DE - An Exelon Company

SCALE : NONE

SOUTH PARK DRIVE  
PUBLIC PARK

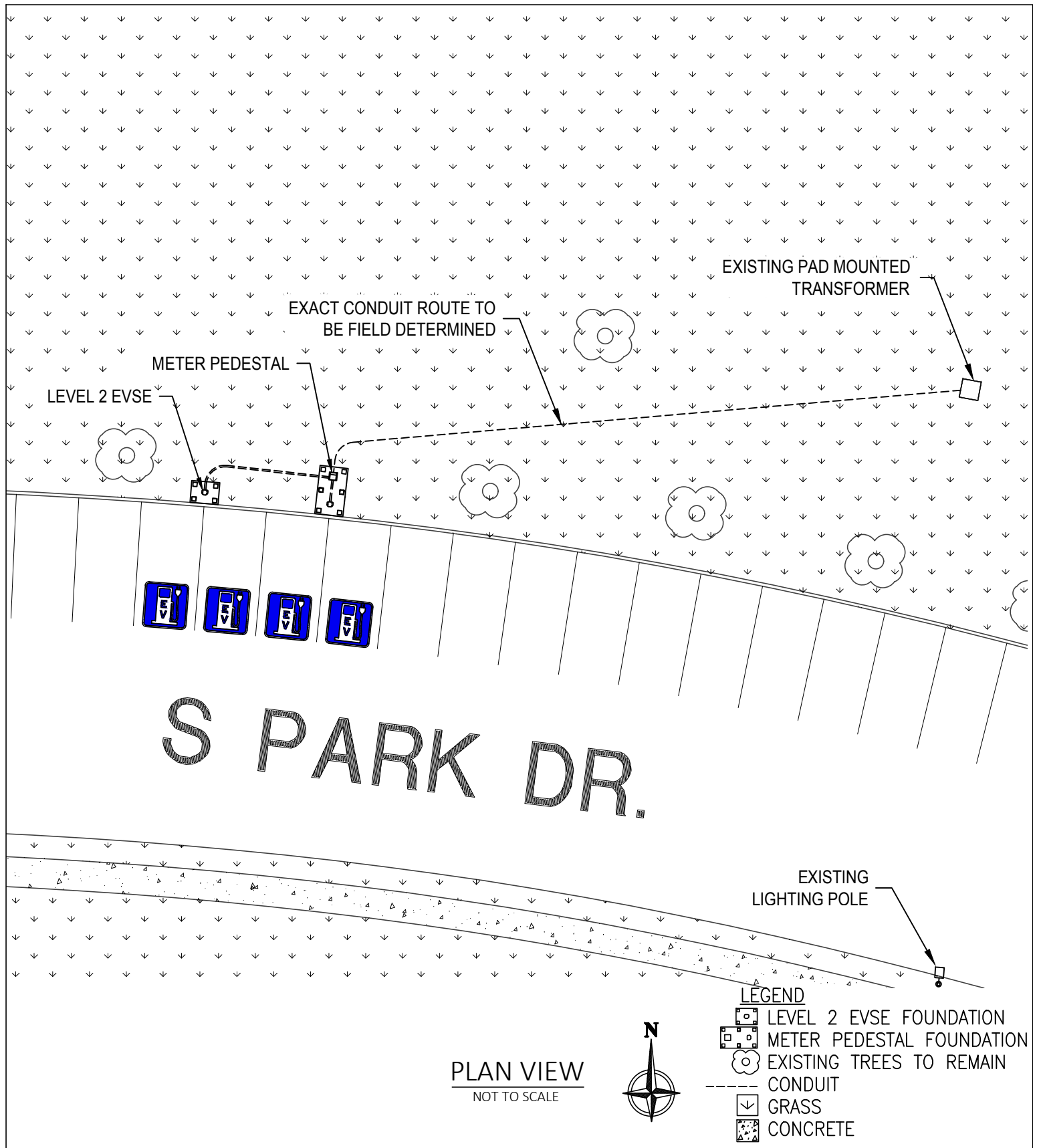


EXHIBIT 1B

500 E MAIN ST., SALISBURY MD 21801  
DPL PUBLIC CHARGING EQUIPMENT PLAN  
2 LEVEL-2 EVSE



**delmarva  
power**


Newark, DE - An Exelon Company

SCALE : NONE

SOUTH PARK DRIVE  
PUBLIC PARK



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development   
Date: December 6, 2021  
Re: Budget Amendment – Reimbursements for Main Street Fire services

---

The Department of Infrastructure & Development is requesting consideration for a budget amendment to appropriate reimbursements to the Main Street Masterplan project account. During the course of the Main Street Masterplan project, property owners were provided the opportunity to upgrade their water service to add a fire service. The cost of the service was paid for by the City so that payments to the General Contractor were handled promptly. The City invoiced the property owners for the actual cost of the fire service for each property. A revenue account was established as a repository for the reimbursements.

The Department of Infrastructure & Development is in the process of bidding the construction services for the final block of the Main Street Masterplan project, specifically St. Peter's Street. The Department desires to appropriate the reimbursement of the fire services to the Main Street construction account so that those funds can be used for the construction of St. Peter's Street. The total amount billed for the fire services was \$55,856.35. The amount of reimbursements to date is \$45,456.35, therefore this is the amount requested for the budget amendment. Collection efforts are ongoing for the remaining reimbursements.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**ORDINANCE NO. 2705**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS FOR THE MAIN STREET  
MASTERPLAN PROJECT.**

**WHEREAS**, the City of Salisbury recently constructed utility improvements in Main Street between Mill Street and Route 13; and

**WHEREAS**, during the course of the Main Street Masterplan project, property owners were provided the opportunity to upgrade their water service to add a fire service; and

**WHEREAS**, the City paid the General Contractors for the fire service installation and invoiced the property owners for the actual cost of the fire service for each property; and

**WHEREAS**, Property owners have reimbursed the City for the cost of their individual fire service; and

**WHEREAS**, City desires to use the reimbursed funds to construct the improvements on the final block of the Main Street Masterplan project, specifically St. Peter's Street; and

**WHEREAS**, the appropriations necessary to execute the purpose of the \$45,456.35 of reimbursed funds, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Jacob R. Day is hereby authorized to appropriate funds from the fire service reimbursement account to the Main Street Masterplan Construction account in the amount of \$45,456.35.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's FY22 General Fund Budget be and hereby is amended as follows:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	None	Current Year Surplus	01000-469810	45,456.35
Increase	Expense	None	Transfer General Capital Projects Fund	91001-599109	45,456.35

**Section 3.** The City of Salisbury's Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	MainStreet MasterPlan	Transfer In General Fund	98119-469313-48022	45,456.35
Increase	Expense	MainStreet MasterPlan	Construction	98119-513026-48022	45,456.35



43 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
44 **SALISBURY, MARYLAND,** as follows:

45  
46 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
47 of this Ordinance shall be deemed independent of all other provisions herein.

48  
49 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
50 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
51 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
52 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
53 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

54  
55 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
56 if such recitals were specifically set forth at length in this Section 5.

57  
58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

59  
60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
61 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance  
62 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
63 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

64  
65 **ATTEST:**

66  
67  
68  
69  
70 \_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_


John R. Heath, City Council President

71  
72  
73 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

74  
75  
76  
77 \_\_\_\_\_  
78 Jacob R. Day, Mayor  
79



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development   
Date: December 8, 2021  
Re: Budget Amendment – Reimbursements from MDOT for paving

---

The Department of Infrastructure & Development is requesting consideration for a budget amendment to move funds to an operating account from a revenue account. The City recently received two reimbursement payments from MDOT-SHA for the Citywide Resurfacing Program which is eligible for reimbursement from MDOT-SHA under the State-Aid Program. The approval letters from MDOT are attached. Funds have been received and placed in the MDOT reimbursements revenue account.

As the Department of Infrastructure & Development wishes to use the reimbursed funds to continue and expand the Resurfacing and Concrete Repair Programs this year it is requested that these funds be moved into the Citywide Street Maintenance Account, 31000-534318. The value of the reimbursement funds is \$136,098.79.

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

July 20, 2021

Amanda H. Pollack, P. E; Director  
City of Salisbury  
Department of Public Works  
125 N. Division Street  
Salisbury, MD 21801

Re: **045-000S(8) FY20 Street Resurfacing**

Dear Ms. Pollack:

The Maryland State Highway Administration is processing a voucher in the amount of **\$31,788.20** for payment by the State Comptroller's Office in Annapolis.

Your office will receive payment issued by the State Treasury in Annapolis for the above amount applicable to the project(s) referenced above.

Please defer any inquiry on the status of this reimbursement until thirty (30) days from the date of this notice.

Your cooperation in this matter would be appreciated.

Very truly yours,



Kathy Wright, Acting Division Chief  
Federal Aid Billing Section  
Capital Program Division

November 17, 2021

Amanda H. Pollack, P. E; Director  
City of Salisbury  
Department of Public Works  
125 N. Division Street  
Salisbury, MD 21801

Re: **045-000S(8) FY20 Street Resurfacing**

Dear Ms. Pollack:

The Maryland State Highway Administration is processing a voucher in the amount of **\$104,310.59** for payment by the State Comptroller's Office in Annapolis.

Your office will receive payment issued by the State Treasury in Annapolis for the above amount applicable to the project(s) referenced above.

Please defer any inquiry on the status of this reimbursement until thirty (30) days from the date of this notice.

Your cooperation in this matter would be appreciated.

Very truly yours,



Bruce Rupp, Assist. Division Chief  
Federal Aid Billing Section  
Capital Program Division

410-545-5736

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

**ORDINANCE NO. 2706**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN  
AMENDMENT OF THE FY22 BUDGET TO APPROPRIATE FUNDS FOR  
STREET RESURFACING AND CONCRETE REPAIR.**

**WHEREAS**, the City of Salisbury Department of Infrastructure and Development has completed paving and concrete repair projects throughout the City that are eligible for reimbursement from MDOT-SHA; and

**WHEREAS**, the City has received a reimbursement from MDOT-SHA in the sum of \$136,098.79; and

**WHEREAS**, the Department of Infrastructure and Development seeks to reimburse the operating account from which the original appropriation was budgeted in order to continue the Citywide Paving and Concrete Programs.

**WHEREAS**, the appropriations necessary to execute the purpose of the \$136,098.79 of reimbursed funds, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Jacob R. Day is hereby authorized to appropriate funds from the MDOT reimbursement account to the Citywide Street Maintenance account in the amount of \$136,098.79.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's FY22 General Fund Budget be and hereby is amended as follows:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	None	MDOT Reimbursements	01000-424202	\$104,310.59
Increase	Revenue	None	Current Year Surplus	01000-469810	\$31,788.20
Increase	Expense	None	Citywide Street Maintenance	31000-534318	\$136,098.79

34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

47        **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
48 if such recitals were specifically set forth at length in this Section 5.  
49

50        **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
51

52        **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
53 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance  
54 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
55 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
56

57 **ATTEST:**  
58  
59  
60

61 \_\_\_\_\_  
62 Kimberly R. Nichols, City Clerk

\_\_\_\_\_   
John R. Heath, City Council President

63  
64  
65 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
66  
67  
68

69 \_\_\_\_\_  
70 Jacob R. Day, Mayor  
71



**To:** Julia Glanz, City Administrator  
**From:** Andy Kitzrow, Deputy City Administrator  
**Subject:** Continued Reorganization of City Departments  
**Date:** January 6, 2022

---

In our ongoing efforts to deliver the most efficient services to the residents of Salisbury and to build the strongest team possible the Administration is proposing the below reorganization. This reorganization will take place beginning January 29, 2022 and will impact several City Departments including Field Operations, Human Resources, Water Works and Business Development.

Proposed reorganization:

- Expand Business Development Department to the Arts, Business, and Culture Department (ABCD)
  - This expanded department will be able to holistically support those entities that drive economic development in Salisbury. This department will oversee Business Development, the National Folk Festival, the Salisbury A&E contract, and the Salisbury Zoo. This department will be able to harness all of the energies from these divisions to amplify Salisbury regionally and nationally.
- Increase the number of employees in Human Resources from three to five
  - Safety Manager position is a transfer from Field Operations
    - This position will look holistically at Safety citywide now that it will reside in HR.
  - Addition of Human Resources Specialist for Learning and Development that will handle all employee development to include onboarding, training, employee growth and development and offboarding. This is a critical area of focus for retention of employees. This challenging labor market makes this position even more necessary.
- Realign the Utilities Division from Field Operations to Water Works
  - After a number of different reporting structures for the Utilities Division, Water Works has been deemed the best department for Utilities to reside long term. This will ensure Water Works is maintaining all infrastructure under the ground. This will also balance Water Works and Field Operations to both have manageable reporting structures.



## MEMORANDUM

- Eliminate these positions: Field Operations Deputy Director and Field Operations Traffic Supervisor
  - Through restructuring internal portfolios these positions have been deemed not necessary for the day to day functions.
- Create these positions:
  - Field Operations Signal & Lighting Technician
  - ABCD Director
  - Human Resources Specialist for Learning and Development

Attached you will find a new organizational chart for both the Arts, Business, and Culture Department and the Human Resources Department.

Please let me know if you have any questions.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

**ORDINANCE NO. 2707**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS IN THE FY2022 GENERAL FUND  
BUDGET AND AMEND THE AUTHORIZED POSITIONS INCLUDED IN  
THE FY22 GENERAL FUND BUDGET.**

**WHEREAS**, the City of Salisbury recently determined there is a need to reorganize positions and change grades assigned to positions; and

**WHEREAS**, during the course of the past few months, the City executives have been assessing and formulating position and grade changes that will be of benefit to the City; and

**WHEREAS**, the appropriations below, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** The City of Salisbury's FY22 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Department	Org	Amount
Increase	Expense	<i>Business Development</i>	11600 - XXXXXX	30,000
Increase	Expense	<i>Human Resource</i>	18500 - XXXXXX	50,000
Decrease	Expense	<i>Field Op - Traffic</i>	22000 - XXXXXX	25,000
Decrease	Expense	<i>Field Op - Resource Management</i>	30000 - XXXXXX	30,000
Decrease	Expense	<i>Field Op - Streets</i>	31150 - XXXXXX	25,000

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**Section 2.** The City of Salisbury's FY22 Authorized Position Budget and Position Pay Grades be and hereby is amended according to Schedule A attached.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

**Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**John R. Heath, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

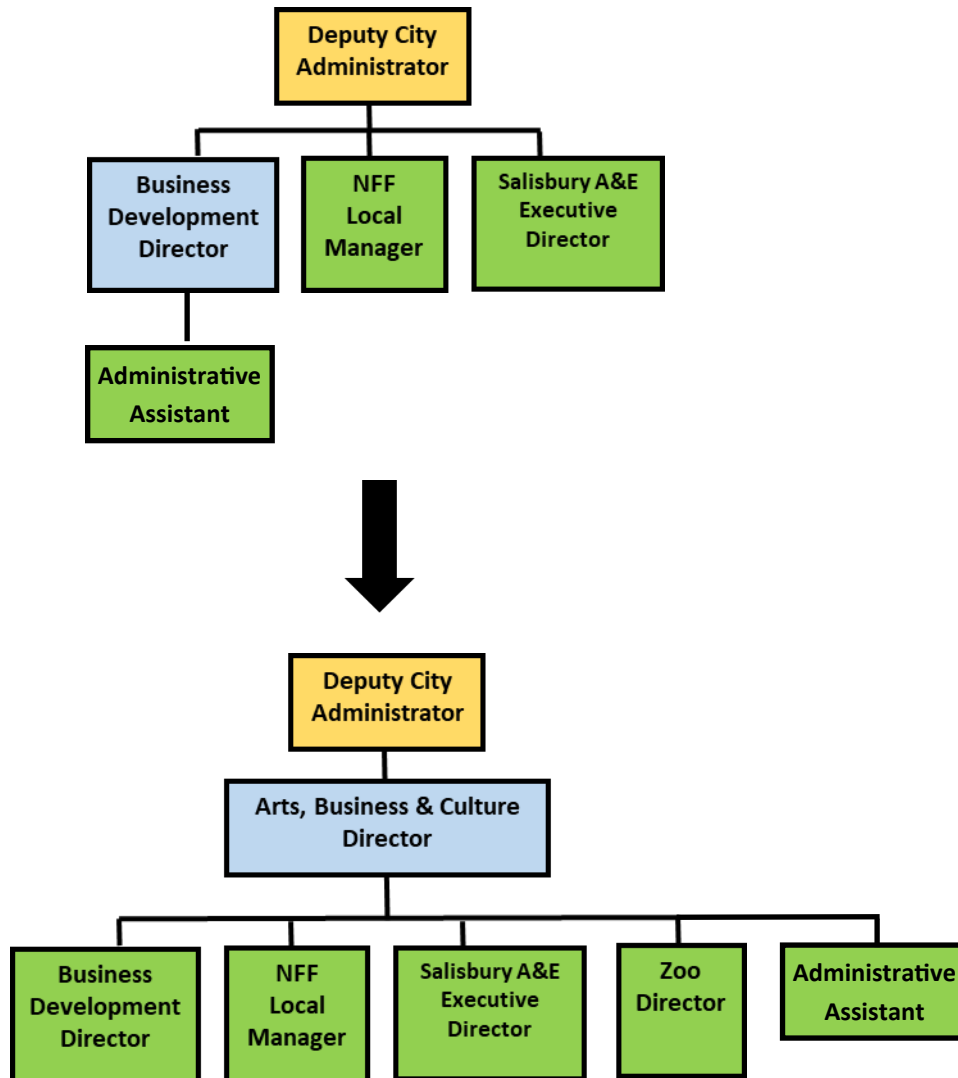
\_\_\_\_\_  
**Jacob R. Day, Mayor**

# Exhibit A

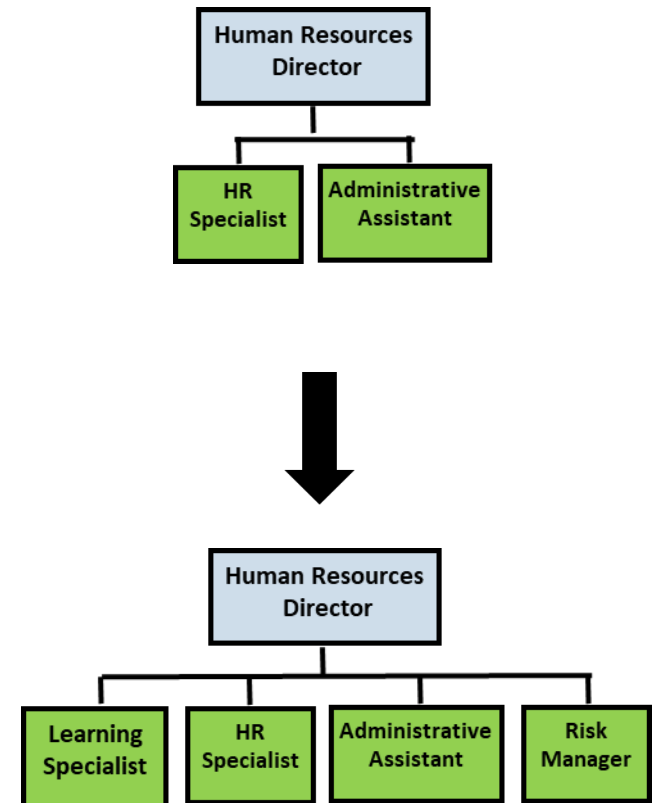
Position Title	Division	Org	FY22 Grade	FY22 Position Count	Mid Year (Jan) Count Change	Mid Year New Grade
<b>Business Development 11600</b>	11600	11600				
Arts, Business, and Culture Director	11600	11600	14		1	
Director of Business Development	11600	11600	12	1		
Administrative Assistant I/II/III	11600	11600	5	1		
Office Associate II	11600	11600	2	0		
<b>Total Business Development</b>	<b>11600</b>	<b>11600</b>		<b>2</b>	<b>1</b>	
<b>Human Resources 18500</b>	18500	18500				
Human Resources Director	18500	18500	14	1		16
Risk Manager	18500	18500	11		1	
Human Resource - Coordinator /Specialist / Administrator	18500	18500	5/9/10	1		8/10/11
Human Resource - Coordinator /Specialist / Administrator	18500	18500			1	8/10/11
Administrative Office Associate	18500	18500	4	0		
Administrative Assistant I/II/III	18500	18500	5	1		
Office Associate II/III	18500	18500	2/3	0		
<b>Total Human Resources</b>	<b>18500</b>	<b>18500</b>		<b>3</b>	<b>2</b>	
<b>Transportation 22000</b>	FO	22000				
Deputy Director	FO	22000	13	1		
Transportation Superintendent	FO	22000	12	0		
Traffic Systems Manager	FO	22000	10	1		11
Traffic Manager	FO	22000	10	0		
Traffic Supervisor	FO	22000	8	1	-1	
Signal & Lighting Technician I / II / III	FO	22000	7/8	1	1	
Signs/Pavement Marking Tech I / II	FO	22000	2 / 4	2		
<b>Total Transportation</b>	<b>FO</b>	<b>22000</b>		<b>6</b>	<b>0</b>	
<b>Field Operations Administration 30000</b>						
Director of Field Operations	FO	30000	16	1		
Director Public Works	FO	30000	17	0		
Deputy Director Services	FO	30000	13	1	-1	
Safety Manager	FO	30000	11	0		
Risk Manager	FO	30000	11	1	-1	
Operations and Maintenance Superintendent	FO	30000	10	0		
Resource Manager	FO	30000	8	0		
Asset Management and Facilities Specialist	FO	30000	7	1	-1	
Asset and Facility Manager	FO	30000	11		1	
Materials Manager	FO	30000	3	0		
Office Manager I/II/III	FO	30000	6	1		
Logistics Coordinator	FO	30000	5	1		
Administrative Assistant I/II/III	FO	30000	5	0	1	
Administrative Office Associate	FO	30000	5	0		
Supply/Records Clerk	FO	30000	2	0		
<b>Total Field Operations Administration</b>	<b>FO</b>	<b>30000</b>		<b>6</b>	<b>-1</b>	
<b>Utilities Water 82076</b>	FO	82076				
Superintendent Utilities	FO	82076	12	1		
Utility Section Chief	FO	82076	8	2		
Utility Supervisor	FO	82076	7	0		
Administrative Assistant I/II/III	FO	82076	5	1	-1	
Utility Technician I / II / III	FO	82076	4/5/6	5		
Utility Locator	FO	82076	5/6	1		
Meter Technician I/II/III	FO	82076	3/4	1		
Meter Reader I/II	FO	82076	3	1		
<b>Total Utilities Water</b>	<b>FO</b>	<b>82076</b>		<b>12</b>	<b>-1</b>	
<b>Total Change</b>					<b>1</b>	

# Revised Organizational Charts

## Arts, Business and Culture Department



## Human Resources



---

INTER

OFFICE

# MEMO

## *Department of Finance*

**To:** Julia Glanz, City Administrator  
**From:** Keith Cordrey, Director of Finance *KAC*  
**Subject:** Reallocation of Main Street Master Plan  
**Date:** January 5, 2022

---

Schedule B of the FY22 Budget Ordinance included a reallocation of \$1,843,674 from the Main Street Master Plan project to fund the following projects:

City Park Master Plan Improvements	400,000
Bicycle Master Plan Improvements	475,000
Urban Greenway Improvements	450,000
Rail Trail Master Plan Implementation	300,000
Downtown Street Scape	218,674
Total >>	1,843,674

Reallocation of bond proceeds to projects not previously included in a bond pool requires a bond ordinance to insert the project.

The attached ordinance, prepared by bond counsel, inserts the Rail Trail Project in the bond pools as required so that the appropriations established in Schedule B of the FY 22 Budget Ordinance, including the Rail Trail Master Plan Implementation project, are included as a "Project" in the bond documents.

After your review, if you do not have questions or concerns, please forward this ordinance to council for their consideration.

Ordinance No. 2708

AN ORDINANCE OF THE COUNCIL (THE "COUNCIL") OF THE CITY OF SALISBURY AMENDING AND SUPPLEMENTING ORDINANCE NO. 2554, PASSED BY THE COUNCIL ON AUGUST 26, 2019, APPROVED BY THE MAYOR OF CITY OF SALISBURY (THE "CITY") ON AUGUST 27, 2019 AND EFFECTIVE ON AUGUST 27, 2019 ("ORDINANCE NO. 2554"), IN ORDER TO (1) AUTHORIZE AND EMPOWER THE CITY TO USE AND APPLY A PORTION OF THE PRINCIPAL AMOUNT OF THE \$11,225,000 CITY OF SALISBURY PUBLIC IMPROVEMENT BONDS OF 2019 ISSUED ON OCTOBER 8, 2019 (THE "2019 BONDS"), TO THE PROJECTS IDENTIFIED HEREIN AS "RAIL TRAIL MASTER PLAN IMPLEMENTATION" AND "CITY PARK MASTER PLAN IMPROVEMENTS", AND (2) IDENTIFY SUCH ADDITIONAL PROJECTS AS "PROJECTS" FOR ALL PURPOSES OF ORDINANCE NO. 2554; PROVIDING THAT THIS TITLE IS A FAIR STATEMENT OF THE SUBSTANCE OF THIS ORDINANCE; AUTHORIZING CERTAIN CITY OFFICIALS TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE USE OF PROCEEDS OF THE 2019 BONDS.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Enabling Act"), and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, and Ordinance No. 2554, passed by the Council of the City (the "Council") on August 26, 2019, approved by the Mayor of the City (the "Mayor") on August 27, 2019 and effective on August 27, 2019 ("Ordinance No. 2554"), the City authorized general obligation bonds to be issued from time to time in one or more series in an aggregate principal amount not to exceed Twelve Million Four Hundred Eighty-Two Thousand Nine Hundred Seventy-Seven Dollars (\$12,482,977) (the "Authorized Bonds") in order to finance, reimburse or refinance "costs" and "Costs of the Projects" (each as defined in Section 3(b) of Ordinance No. 2554) of the projects identified in the table below (herein collectively referred to as the "Authorized Projects" and referred to as the "Projects" in Ordinance No. 2554) in the maximum principal amounts set forth opposite each such Authorized Project in such Section 3(b):

---

Underlining : Indicates material added by amendment after introduction  
~~Strike-through~~ : Indicates material deleted by amendment after introduction

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Roof Replacement Fire Station 1 <sup>1</sup>	\$ 50,000
2.	Water Chiller & Heating and Air Conditioning <sup>1</sup>	300,000
3.	Main Street Master Plan <sup>1</sup>	6,740,000
4.	Bicycle Master Plan Implementation <sup>1</sup>	550,000
5.	Urban Greenway Implementation <sup>1</sup>	775,000
6.	Wayfinding and Signage <sup>1</sup>	50,000
7.	Bridge Maintenance and Replacement <sup>1</sup>	162,000
8.	Street Scaping <sup>1</sup>	206,000
9.	Zoo Admin Office Space <sup>2</sup>	100,000
10.	Field Operations Facility Plan – Phase 2 <sup>2</sup>	200,000
11.	Field Operations Facility Plan – Phase 3 <sup>2</sup>	125,000
12.	Mill Street Bridge Rehabilitation <sup>2</sup>	45,000
13.	Naylor Mill Road Bridge Replacement <sup>2</sup>	70,000
14.	Bicycle Master Plan Improvements <sup>2</sup>	300,000
15.	Urban Greenway Improvements <sup>2</sup>	200,000
16.	Street Scaping <sup>2</sup>	200,000
17.	Building Lighting and Controls (ECM 1) <sup>3</sup>	711,426
18.	Mechanical (ECM 2) <sup>3</sup>	387,403
19.	Building Management Systems (ECM 3) <sup>3</sup>	183,237
20.	Building Envelope Improvement (ECM 4) <sup>3</sup>	105,911
21.	Garage (Bearing Pad Replacement) <sup>1</sup>	400,000
22.	Parking Garage Structural Repairs <sup>2</sup>	592,000
23.	Phone System Fire Department	30,000
TOTAL		\$12,482,977

<sup>1</sup> Project was approved for bond funding in the fiscal year 2019 budget ordinance (Ordinance No. 2482).

<sup>2</sup> Project was approved for bond funding in the fiscal year 2020 budget ordinance (Ordinance No. 2539).

<sup>3</sup> Projects were approved for bond funding by Ordinance No. 2521. Projects are further broken down by project components on Schedule B to Ordinance No. 2521; and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2554 and Resolution No. 2972, adopted by the Council on September 9, 2019, approved by the Mayor on September 9, 2019 and effective on September 9, 2019 (“Resolution No. 2972”), the City determined to borrow money for the public purpose of financing or reimbursing “costs” and “Costs of the Projects” (each as defined in Section 2(b) of Resolution No. 2972, which definitions mirror the definitions of “costs” and “Costs of the Projects” set forth in

Underlining : Indicates material added by amendment after introduction

~~Strike through~~ : Indicates material deleted by amendment after introduction

54 Section 3(b) of Ordinance No. 2554) of the projects specified in Section 2(a) of Resolution No.  
55 2972 (which included all of the Authorized Projects), and evidenced this borrowing by the issuance  
56 and sale by public sale at competitive bid of a single series of the Authorized Bonds in the original  
57 aggregate principal amount of Eleven Million Two Hundred Twenty-Five Thousand Dollars  
58 (\$11,225,000) and designated as the “City of Salisbury Public Improvement Bonds of 2019” (the  
59 “2019 Bonds”); and  
60

61 WHEREAS, due to net original issue premium received by the City in connection with the  
62 sale of the 2019 Bonds, the City was able to reduce the original aggregate par amount of the 2019  
63 Bonds actually issued from the maximum original aggregate par amount of the Authorized Bonds  
64 provided for in Ordinance No. 2554, and thereby to allocate a portion of such net original issue  
65 premium, together with the par amount of the 2019 Bonds, to fund the Authorized Projects in the  
66 maximum aggregate principal amount of \$12,482,977 contemplated by Ordinance No. 2554; and  
67

68 WHEREAS, the principal amount of the 2019 Bonds, together with net original issue  
69 premium, was originally appropriated and allocated to (i) the Authorized Projects identified in the  
70 table in the second preceding WHEREAS clause above, in the amounts specified in such table (for a  
71 total of \$12,482,977), (ii) \$85,912.89 to underwriter’s discount, which was retained by Robert W.  
72 Baird & Co. Incorporated, the successful bidder for the 2019 Bonds at the public sale by competitive  
73 bid held therefor, (iii) \$45,375 to costs of issuance of other than underwriter’s discount, and (iv)  
74 \$4,334.21, representing the rounding amount due to the fact that the 2019 Bonds were issued in  
75 denominations of \$5,000 and integral multiples thereof, which rounding amount was to be applied to  
76 additional costs of the Authorized Projects; and  
77

78 WHEREAS, pursuant to Ordinance No. 2571, passed by the Council on January 13, 2020 and  
79 approved by the Mayor on January 21, 2020 (“Ordinance No. 2571”), the City reallocated \$1,431 of  
80 the principal amount of the 2019 Bonds originally allocated to the Authorized Project identified as  
81 “Phone System First Department” to the Authorized Project identified as “Roof Replacement Fire  
82 Station 1”; and  
83

84 WHEREAS, pursuant to Ordinance No. 2593, passed by the Council on June 8, 2020 and  
85 approved on June 10, 2020 (“Ordinance No. 2593”), the City contemplated the reallocation of  
86 \$750,000 of the principal amount of the 2019 Bonds originally allocated to the Authorized Project  
87 identified as “Main Street Master Plan” to the Authorized Project identified as “Street Scaping,” and  
88 provided for such reallocation by subsequent appropriate action; and  
89

90 WHEREAS, pursuant to Ordinance No. 2593, the City also contemplated the reallocation of  
91 \$250,000 of the principal amount of the 2019 Bonds originally allocated to the Authorized Project  
92 identified as “Main Street Master Plan” to a project not included in Ordinance No. 2554 that is  
93 identified in Ordinance No. 2593 as “Rail Trail Master Plan Implementation;” to date, no proceeds of  
94 the 2019 Bonds have been spent on such additional project; and  
95

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



96 WHEREAS, pursuant to Ordinance No. 2660, passed by the Council on June 14, 2021 and  
97 approved by the Mayor on June 22, 2021 (“Ordinance No. 2660”), the City contemplated the  
98 reallocation of an aggregate of \$1,143,674 of the principal amount of the 2019 Bonds originally  
99 allocated to the Authorized Project identified as “Main Street Master Plan” to the following  
100 Authorized Projects in the following amounts: (i) \$475,000 to the Authorized Project identified as  
101 “Bicycle Master Plan Improvements”, (ii) \$450,000 to the Authorized Project identified as “Urban  
102 Greenway Improvements,” and (iii) \$218,674 to the Authorized Project identified as “Street Scaping,”  
103 and provided for such reallocation by subsequent appropriate action; and  
104

105 WHEREAS, pursuant to Ordinance No. 2660, the City also contemplated the reallocation of  
106 an aggregate of \$700,000 of the principal amount of the 2019 Bonds originally allocated to the  
107 Authorized Project identified as “Main Street Master Plan” to two projects not included in Ordinance  
108 No. 2554 that are identified in Ordinance No. 2660 as (i) “Rail Trail Master Plan Implementation,”  
109 in the amount of \$300,000, and (ii) “City Park Master Plan Improvements, ” in the amount of  
110 \$400,000; to date, no proceeds of the 2019 Bonds have been spent on either such additional project;  
111 and  
112

113 WHEREAS, pursuant to (i) Ordinance No. 2596, passed by the Council on June 8, 2020 and  
114 approved on June 10, 2020, the Council allocated \$40,000 of interest earnings on proceeds of the  
115 2019 Bonds to the Authorized Project identified as “Zoo Admin Office Space”, and (ii) Ordinance  
116 No. 2682, passed by the Council on September 27, 2021 and approved by the Mayor on October 6,  
117 2021, the Council allocated \$64,000 of interest earnings on proceeds of the 2019 Bonds to the  
118 Authorized Project identified as “Zoo Admin Office Space;” and  
119

120 WHEREAS, accordingly, the City desires to expand the list of the Authorized Projects as set  
121 forth in Ordinance No. 2554 in order to allow a portion of the principal amount of the Authorized  
122 Bonds (meaning the 2019 Bonds) to be applied to the two additional projects referred to as the “Rail  
123 Trail Master Plan Implementation” and the “City Park Master Plan Improvements” (collectively, the  
124 “Additional Projects”), and to identify such Additional Projects as “Projects” for all purposes of  
125 Ordinance No. 2554.  
126

127 SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
128 THE CITY OF SALISBURY, MARYLAND that:  
129

130 (a) The Recitals to this Ordinance are incorporated by reference herein and deemed a  
131 substantive part of this Ordinance. Capitalized terms used in the Sections of this Ordinance that  
132 are not defined therein shall have the meanings given to such terms in the Recitals.

133 (b) References in this Ordinance to any official by title shall be deemed to refer (i) to any  
134 official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other  
135 applicable law or authority to act in such titled official’s stead during the absence or disability of such  
136 titled official, (ii) to any person who has been elected, appointed or designated to fill such position in  
137 an acting or interim capacity under the Charter, the City Code or other applicable law or authority,

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the “principal amount” of any obligations shall be construed to mean the par amount of such obligations.

(d) References in the Sections of this Ordinance to Ordinance No. 2554 shall be construed to mean Ordinance No. 2554 as the allocation of the principal amount of the Authorized Bonds (meaning the 2019 Bonds) provided for therein has been reallocated prior to the introduction of this Ordinance pursuant to the previous actions of the City described in the Recitals to this Ordinance.

SECTION 2. BE IT FURTHER ORDAINED that:

(a) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Ordinance No. 2554, from and after the effective date of this Ordinance, and subject to Sections 2(d) and 7 hereof, Section 3(b) of Ordinance No. 2554 is hereby deleted in its entirety and inserted in place thereof shall be the following:

“(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, costs of the following activities and expenses: land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving, sidewalk, curb, gutter, storm water, water and sewer improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar activities and expenses; planning, design, engineering, architectural, feasibility, surveying, document development, bidding, permitting, inspection, construction management, financial, administrative and legal expenses, and related or similar activities and expenses; contingencies; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project (collectively, “Costs of the Projects”). The maximum original aggregate principal amount of the Bonds (or the BANs, as identified in Section 6 hereof) to be appropriated or applied to the Costs of the Projects (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal

Underlining : Indicates material added by amendment after introduction

~~Strike through~~ : Indicates material deleted by amendment after introduction

amount set forth opposite each, except as otherwise herein provided:

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Roof Replacement Fire Station 1 <sup>1</sup>	\$ 51,431
2.	Water Chiller & Heating and Air Conditioning <sup>1</sup>	300,000
3.	Main Street Master Plan <sup>1</sup>	3,896,326
4.	Bicycle Master Plan Implementation <sup>1</sup>	550,000
5.	Urban Greenway Implementation <sup>1</sup>	775,000
6.	Wayfinding and Signage <sup>1</sup>	50,000
7.	Bridge Maintenance and Replacement <sup>1</sup>	162,000
8.	Street Scaping <sup>1</sup>	206,000
9.	Zoo Admin Office Space <sup>2</sup>	100,000
10.	Field Operations Facility Plan – Phase 2 <sup>2</sup>	200,000
11.	Field Operations Facility Plan – Phase 3 <sup>2</sup>	125,000
12.	Mill Street Bridge Rehabilitation <sup>2</sup>	45,000
13.	Naylor Mill Road Bridge Replacement <sup>2</sup>	70,000
14.	Bicycle Master Plan Improvements <sup>2</sup>	775,000
15.	Urban Greenway Improvements <sup>2</sup>	650,000
16.	Street Scaping <sup>2</sup>	1,168,674
17.	Building Lighting and Controls (ECM 1) <sup>3</sup>	711,426
18.	Mechanical (ECM 2) <sup>3</sup>	387,403
19.	Building Management Systems (ECM 3) <sup>3</sup>	183,237
20.	Building Envelope Improvement (ECM 4) <sup>3</sup>	105,911
21.	Garage (Bearing Pad Replacement) <sup>1</sup>	400,000
22.	Parking Garage Structural Repairs <sup>2</sup>	592,000
23.	Phone System Fire Department	28,569
24.	Rail Trail Master Plan Implementation <sup>4</sup>	550,000
25.	City Park Master Plan Improvements <sup>5</sup>	\$400,000
TOTAL		<u><u>\$12,482,977</u></u>

<sup>1</sup> Project was approved for bond funding in the fiscal year 2019 budget ordinance (Ordinance No. 2482).

<sup>2</sup> Project was approved for bond funding in the fiscal year 2020 budget ordinance (Ordinance No. 2539).

<sup>3</sup> Projects were approved for bond funding by Ordinance No. 2521. Projects are further broken down by project components on Schedule B to Ordinance No. 2521.

<sup>4</sup> Project was approved for funding from reallocation of par amount of issued bonds in the fiscal year 2021 budget ordinance (Ordinance No. 2593).

<sup>5</sup> Project was approved for funding from reallocation of par amount of issued bonds

Underlining : Indicates material added by amendment after introduction

~~Strike through~~ : Indicates material deleted by amendment after introduction

190 in the fiscal year 2021 budget ordinance (Ordinance No. 2660).

191  
192 The projects identified in items 1-25 above are collectively referred to herein as the  
193 “Projects”. The Projects described in items 1-25 above are identified by  
194 approximately the same names as such Projects are identified in City budget or other  
195 materials. The City, without notice to or the consent of any registered owners of the  
196 Bonds (or the registered owners of any of the BANs, as applicable), may reallocate  
197 the maximum principal amount of the Bonds (and of any of the BANs, as applicable)  
198 (exclusive of any premium realized upon sale or investment earnings that may be  
199 applied for such purposes) to be spent on Costs of the Projects among any of the  
200 Projects (including, without limitation, the components of the Projects approved by  
201 Ordinance No. 2521) in compliance with applicable budgetary procedures or  
202 applicable law, including, to the extent applicable, by resolution. Further, it is the  
203 intention of the Council that proceeds of the Bonds (or of any of the BANs, as  
204 applicable) may be spent on any applicable Costs of the Projects, notwithstanding the  
205 descriptive names used for the Projects in the table above, including, without  
206 limitation, costs related to changes in the scopes of and/or names of the Projects  
207 effected through applicable budgetary procedures or applicable law.”  
208

209 (b) By undertaking the amendments to Section 3(b) of Ordinance No. 2554 provided for  
210 in subsection (a) of this Section 2, the City is in effect adding the Additional Projects identified as  
211 items 24-25 in the table set forth in subsection (a) above to the list of Projects set forth in Section 3(b)  
212 of Ordinance No. 2554 the costs of which may be financed or reimbursed from the principal amount  
213 of the 2019 Bonds, as well as reflecting the reallocation of the principal amount of the 2019 Bonds to  
214 certain of the projects that were originally included in Ordinance No. 2554 that are provided for by  
215 Ordinance No. 2571, Ordinance No. 2593 and Ordinance No. 2660. By adding the Additional  
216 Projects identified in items 24-25 in the table set forth in subsection (a) to the list of Projects set forth  
217 in Section 3(b) of Ordinance No. 2554, the City is also providing authorization for net original issue  
218 premium of the 2019 Bonds and investment earnings on proceeds of the 2019 Bonds to be applied to  
219 costs of such Additional Projects.  
220

221 (c) The projects identified in the table set forth in subsection (a) above (which amends  
222 Section 3(b) of Ordinance No. 2554) are collectively referred to herein as the “Revised Projects.”  
223 Subject to the provisions of subsection (d) below and Section 7 of this Ordinance, from and after the  
224 effective date of this Ordinance, all references to the Projects in Ordinance No. 2554 shall be deemed  
225 to be references to the Revised Projects, as identified in this Ordinance. Subject to the provisions of  
226 subsection (d) below and Section 7 of this Ordinance, from and after the effective date of this  
227 Ordinance, the provisions of this Section 2 shall supersede the provisions of Section 3(b) of Ordinance  
228 No. 2554 with respect to the application of the principal amount of the Authorized Bonds (meaning  
229 the 2019 Bonds).  
230

231 (d) Notwithstanding the foregoing provisions of this Section 2, no portion of the principal  
232 amount of the 2019 Bonds, the net original issue premium allocated to Costs of the Projects or

Underlining : Indicates material added by amendment after introduction

~~Strike through~~ : Indicates material deleted by amendment after introduction

investment earnings on proceeds of the 2019 Bonds may be applied to costs of the Additional Projects unless and until the City adopts a resolution making corresponding amendments to the provisions of Section 2(a) of Resolution No. 2972 to include the Additional Projects in the list of Projects identified in Resolution No. 2972, thereby allowing a portion of the principal amount of the 2019 Bonds, any net original issue premium allocated to Costs of the Projects and investment earnings on proceeds of the 2019 Bonds to be applied to costs of the Additional Projects.

SECTION 3. BE IT FURTHER ORDAINED that, subject to the provisions of Section and 7 of this Ordinance, the Mayor, the City Administrator, the Director of Finance and all other appropriate officials and employees of the City, to the extent acting within the scope of their respective authority, are hereby authorized and empowered to take any and all action necessary or appropriate to provide for the application of the proceeds of the 2019 Bonds to finance or reimburse costs of the Revised Projects and to approve, execute and deliver all documents, certificates or instruments necessary or appropriate in connection therewith or in connection with the transactions contemplated by this Ordinance, including, without limitation, any amendments, modifications or supplements to any documents, certificates or instruments delivered in connection with the 2019 Bonds.

SECTION 4. BE IT FURTHER ORDAINED that from and after the effective date of this Ordinance, Ordinance No. 2554 shall be deemed amended and supplemented as provided herein and all other terms and provisions of Ordinance No. 2554 shall remain in full force and effect.

SECTION 5. BE IT FURTHER ORDAINED that the title of this Ordinance shall be deemed to be, and is, a fair statement of the substance of this Ordinance for posting and all other purposes.

SECTION 6. BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 7. BE IT FURTHER ORDAINED that this Ordinance shall become effective following approval by the Mayor or subsequent passage by the Council following the Mayor's veto in accordance with the provision of Section SC2-12 of the Charter; provided, however, that notwithstanding the effective date of this Ordinance, in the event the City fails to adopt a resolution making corresponding amendments to the provisions of Section 2(a) of Resolution No. 2972 to allow a portion of the principal amount of the 2019 Bonds, any net original issue premium allocated to Costs of the Projects and investment earnings on proceeds of the 2019 Bonds to be applied to costs of the Additional Projects, the City may not apply any portion of the principal amount of the 2019 Bonds, any portion of net original issue premium allocated to Costs of the Projects or any portion of investment earnings on proceeds of the 2019 Bonds to costs of the Additional Projects identified herein as "Rail Trail Master Plan Implementation" or "City Park Master Plan Improvements." Pursuant to Charter Section SC2-16, this Ordinance shall not be subject to petition to referendum.

[CONTINUED ON FOLLOWING PAGE]

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance of this Ordinance having been posted or published as required by law, was finally passed by the Council \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] [CHECK APPLICABLE LINE] on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022:

\_\_\_\_\_  
Jacob R. Day, Mayor

#223944;58111.001

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction