



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**JULY 6, 2015
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. SWED Update – Dave Ryan
- 4:50 p.m. Comcast Cable Franchise Agreement – Dan Cohen
- 5:20 p.m. Entering Into an MOU with Maryland Broadband – Fiber – Julie Glanz
- 5:45 p.m. Stanley Court (Land Conveyance) – Mike Moulds/Tom Stevenson
- 6:00 p.m. Changing the Municipal Infraction Limit from \$500 to \$1000 – Susan Phillips
- 6:15 p.m. Vacant Building Registry Billing Requirement – Susan Phillips
- 6:30 p.m. Noise Ordinance – Chief Barbara Duncan
- 7:00 p.m. Waterfront River Walk Access – Mike Moulds/Jake Day
- 7:30 p.m. Community Development Project Fund – Keith Cordrey
- 7:45 p.m. Council discussion
- 7:50 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
From: Tom Stevenson
Subject: Comcast Cable Franchise Agreement
Date: June 29, 2015

Chapter 5.22 of the Salisbury Municipal Code authorizes the City to grant and/or renew franchises to construct, operate, and maintain a cable systems utilizing rights-of-way and properties within the City's jurisdiction.

Attached, please find a Resolution that will have the effect of renewing the Cable Franchise Agreement between the City of Salisbury and Comcast of Delmarva LLC.

Please let me know if you have any questions or require additional information.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND COMCAST OF DELMARVA, LLC

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Maryland law, the City of Salisbury (“City”) is authorized to grant and renew franchises to construct, operate and maintain a cable system utilizing the public rights-of-way and properties within the City’s jurisdiction; and

WHEREAS, the City adopted and subsequently amended a Cable Television Franchise 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, Comcast of Delmarva, LLC (“Comcast”) currently holds a cable franchise from the City by virtue of a Cable Television Franchise Agreement with an effective date of January 16, 1998; and

WHEREAS, Comcast has requested that the City renew its franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-ways for use by the City’s residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and held in trust on behalf of the City’s taxpayers and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, receive franchise fees for Comcast’s use of the City’s rights-of-ways as provided by federal law, preserve and enhance the City’s use of the public, educational and governmental channel, establish certain reporting requirements, protect the City’s public rights-of-way, acquire the use of certain complimentary services, and provide for the current and future cable-related needs of its residents; and

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

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing a cable franchise with Comcast according to the terms and conditions contained in the Cable Franchise Agreement (“Agreement”) and the separate side agreement negotiated with representatives of Comcast, and

47 that the process for consideration of the Agreement and the side agreement complies with all
48 applicable federal, state and local laws and regulations.

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51 **NOW THEREFORE, BE IT RESOLVED** that:

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54 **Section 1: Grant of Franchise**

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56 City Council does hereby approve the Cable Franchise Agreement and separate side
57 agreement negotiated with Comcast, including all of the terms and conditions contained therein,
58 and does hereby authorize the execution of such Agreement and side letter. Copies of the
59 Agreement and side agreement are attached hereto as Exhibit A.

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61 **Section 2: Severability**

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63 If any section, subsection, sentence, clause, phrase or word of this Resolution is for any
64 reason held invalid, illegal, or unconstitutional by any court of competent jurisdiction, such
65 portion shall be deemed a separate, distinct and independent provision of this Resolution, and
66 such holding shall not render this Resolution invalid.

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70 **THIS RESOLUTION** was introduced and duly passed at a meeting of the Council of the City of
71 Salisbury, Maryland held on the _____ day of _____, 2015 and is to become effective
72 immediately upon adoption.

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76 ATTEST:

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80 _____
Kimberly R. Nichols, City Clerk

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84 **APPROVED BY ME THIS:**

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86 _____ Day of _____, 2015

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90 _____
James Ireton Jr., Mayor

Jacob R. Day President
Salisbury City Council

SC58

MEMORANDUM

TO: All Council Members; Tom Stevenson

FROM: S. Mark Tilghman

DATE: July 1, 2015

SUBJECT: **MD Fiber Broadband MOU**

I have attached the current MOU proposal from the Broadband co-op. We are currently in discussions with the co-op about this contract and feel, at this time, that the contract will require significant changes.

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MEMORANDUM OF UNDERSTANDING

between

City of Salisbury

and

Maryland Broadband Cooperative, Inc.

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the “Agreement”) is made as of this ____ day of _____, 2015 by and between **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland consumer cooperative corporation with its principal offices located at 2129A Northwood Drive, Salisbury, Maryland (hereinafter referred to as “MDBC”), and the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland, acting by and through its City Council (hereinafter referred to as “City”);

WHEREAS, the City is currently in the process of planning and constructing fiber optic infrastructure to be located in the City, as depicted in **EXHIBIT 1**, which is attached and made a part of this Agreement (hereinafter referred to as the “Fiber System”); and

WHEREAS, the MDBC is a non-profit cooperative that provides fiber optic infrastructure and services to underserved areas of the State of Maryland; and

Whereas, the City desires to sell, assign and deliver the Fiber System to MDBC, and MDBC desires to purchase the Fiber System, and thereafter to use, operate, inspect, maintain and repair the Fiber System, in accordance with the terms and conditions of this Agreement; and

Whereas, subject to Paragraph 31 below (relating to Relationship of the Parties), the purpose of this Agreement is to develop a collaboration between the parties on the matters set forth herein.

35 **NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants
36 set forth in this Agreement, the parties agree as follows:

37 **1. SALE OF FIBER SYSTEM BY CITY TO MDBC**

38 A. Upon the completion of the construction, and the completion of testing, of the Fiber
39 System, in consideration of the sum of One Dollar (\$1.00) and other good and valuable
40 consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees to
41 sell, grant, transfer, deliver and convey to MDBC, its successors and assigns to have and to hold
42 the same forever, all of the City’s rights, title and interest in and to, as well as good and
43 marketable title to, the Fiber System.

44 B. The said sale of the Fiber System by the City to MDBC shall be consummated and
45 closed on a date mutually agreed to by the parties (hereinafter referred to as the “Closing Date”),
46 taking place promptly after the completion of the construction, and the completion of testing, of
47 the Fiber System, through the execution and delivery of a Bill of Sale by the City substantially in
48 the form as **EXHIBIT 2**, which is attached and made a part of this Agreement. As a part of the
49 closing of the said sale of the Fiber System by the City to MDBC, the City shall execute and
50 deliver an Easement Agreement substantially in the form as **EXHIBIT 3**, which is attached and
51 made a part of this Agreement.

52 C. On or promptly after the Closing Date, the City shall provide to MDBC all as-built
53 drawings and records of the Fiber System.

54 D. To the extent that the Fiber System is constructed and completed in multiple phased
55 steps, the parties by mutual agreement may determine to consummate and close the sale of the
56 Fiber System with multiple closings, with the City executing and delivering a separate Bill of
57 Sale at each such closing for each corresponding portion of the Fiber System then completed.

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59 **2. NO ASSUMPTION OF LIABILITIES OR OBLIGATIONS**

60 Notwithstanding anything to the contrary in this Agreement, the MDBC shall not assume
61 any liabilities or obligations of the City and nothing herein shall be construed as imposing any
62 liability or obligation upon MDBC other than those specifically provided for herein.

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65 **3. MAINTENANCE PROCEDURE**

66 After the Closing Date, in its sole discretion, MDBC shall have all responsibilities for
67 maintenance, repair and locating of the Fiber System. The MDBC agrees that it shall use all
68 reasonable efforts to perform routine, periodic maintenance work during the City’s normal
69 business hours. The City acknowledges that, after the Closing Date, MDBC shall have the right
70 to access the Fiber System twenty-four (24) hours a day, seven (7) days a week, for installation
71 and maintenance, provided such access does not negatively impact City operations. Prior to all
72 visits, the MDBC shall, if so notified by the City, conform with the reasonable notice provisions
73 promulgated by the City from time to time, and telephone the City’s so designated authorized
74 representative at a telephone number, all as set forth in the written notice to be provided by the
75 City to MDBC, or any such other fully authorized person as the City may designate in writing
76 from time to time.

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78 **4. REMEDY OF INTERFERENCE**

79 The MDBC guarantees that in the event any of its operations interferes in any way with
80 the operation of the City, it shall remedy the interference to the reasonable satisfaction of the
81 City. The MDBC shall provide the City with an emergency telephone number(s) by which the
82 City can contact a responsible employee, agent, or representative of the MDBC twenty-four (24)
83 hours a day, seven (7) days a week. EXCEPT AS SET FORTH IN THE FOREGOING
84 SENTENCE, MDBC MAKES NO WARRANTY, EXPRESS OR IMPLIED, HEREUNDER,
85 INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A
86 PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY
87 DISCLAIMED.

88
89 **5. REVENUE SHARING, PAYMENTS AND AUDITS**

90 A. The MDBC shall pay to the City a portion of the revenue generated from MDBC’s
91 leasing of dark fiber in the Fiber System. The rate or rates charged by MDBC may be
92 established and set by MDBC in its sole discretion. The portion of the revenue payable to the
93 City by MDBC shall be equal to fifty percent (50%) of the lease amount paid by MDBC
94 members on a monthly basis for utilization of dark fiber in the Fiber System. If requested by the
95 City, a copy of all such member agreements shall be provided to the City, provided however, that

96 the user name and such other information as required, may be redacted should MDBC determine
97 in its sole discretion that confidentiality requires so.

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99 B. All fee payments are to be paid within 30 days of receipt of payments from MDBC
100 members. The MDBC will provide quarterly reports identifying dark fiber optic cable usage and
101 revenue generated to the City. The MDBC will also allow the City, at the City's expense, to
102 audit the physical fiber optic infrastructure and financial records no more than twice per calendar
103 year to verify payments due under this Agreement. Any fee payments due for any partial annual
104 period shall be prorated. The MDBC shall make a reasonable attempt to recover all payments
105 due from its members for leasing the dark fiber. In the event a member does not provide
106 payment and service is discontinued, the MDBC shall not be responsible for past due amounts
107 for that member. Service shall be discontinued after 90 days in default, unless special
108 circumstances are documented and provided in writing to the City.

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110 **6. CITY USE OF FIBER SYSTEM STRANDS**

111 After the Closing Date, without cost to the City, MDBC will provide the City with the
112 use of twelve (12) strands of the Fiber System for the use of the City in its sole discretion in its
113 municipal operations. These twelve (12) strands of the Fiber System will not be leased, licensed,
114 assigned or traded by the City with or to any third party. All ownership right, title and interest in
115 the aforesaid twelve (12) strands of the Fiber System shall at all times after the Closing Date
116 remain exclusively with MDBC.

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118 **7. LIMITED USE OF RIGHT-OF-WAY**

119 The MDBC shall have the right to use the City rights-of-way for the purposes of
120 installing, maintaining, repairing and operating the Fiber System and uses incidental thereto.

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122 **8. LIABILITY**

123 A. The MDBC shall indemnify and hold the City and its employees or agents harmless
124 against any claim or liability for loss from personal injury or property damage resulting from or
125 arising out of the use of the Fiber System by the MDBC, its servants or agents, excepting,

126 however, such claims or damages that may be caused by the acts or omissions of the City or its
127 employees or agents.

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129 B. The City shall indemnify and hold MDBC and its employees or agents harmless
130 against any claim or liability for loss from personal injury or property damage resulting from or
131 arising out of the use of the Fiber System by the City, its servants or agents, excepting, however,
132 such claims or damages that may be caused by the acts or omissions of MDBC or its employees
133 or agents.

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135 **9. INSURANCE**

136 The MDBC shall maintain comprehensive general liability insurance policy, which
137 names the City as an additional insured, in the amount of at least three million dollars
138 (\$3,000,000.00) combined single limit for personal injury and property damage liability per
139 occurrence in the aggregate.

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141 **10. FORCE MAJEURE**

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143 Except as may be otherwise specifically provided in this Agreement, neither party shall
144 be in default under this Agreement if and to the extent that any failure or delay in such party's
145 performance of one or more of its obligations hereunder is caused by any of the following
146 conditions, and such party's performance of such obligation or obligations shall be excused and
147 extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit
148 or other material failures, shortages or unavailability or other delay in delivery not resulting from
149 the responsible party's failure to timely place orders therefore; lack of or delay in transportation;
150 government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or
151 any other cause beyond the reasonable control of such party (each a "Force Majeure Event").
152 The party claiming relief under this paragraph shall notify the other in writing of the existence of
153 the event relied on and the cessation or termination of said event.

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155 **11. COMPREHENSIVE EXCLUSIVITY OF ALL AGREEMENTS**

156 It is agreed and understood that this Agreement contains all agreements, promises, and
157 understandings between the City and the MDBC, and that no verbal or oral agreements,

158 promises, understandings, or warranties of any kind shall be binding upon either party in any
159 dispute, controversy, or proceeding at law, and any addition, variation, or modification to the
160 Agreement shall be void and ineffective unless made in writing and signed by the authorized
161 representatives of both parties. The Exhibits referred to herein are integral parts hereof and are
162 hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit
163 hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement
164 shall prevail.

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166 **12. GOVERNING LAW**

167 This Agreement and the performance thereof shall be governed, interpreted, construed,
168 and regulated by the laws of the State of Maryland.

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170 **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

171 A. The MDBC may assign or transfer its rights and obligations arising under this
172 Agreement to any entity legally authorized to operate a communications system, to any of its
173 parents, subsidiaries or affiliates; to the successor by consolidation or merger; to a purchaser of
174 all or substantially all of the MDBC's assets; to any entity which purchases either a majority or
175 controlling interest in the MDBC; and to any partnership in which the MDBC, or any of its
176 parents, subsidiaries or affiliates is a general partner, upon the consent of the City, which consent
177 shall not be unreasonably withheld or delayed, and shall be presumptively granted subject to the
178 condition that the assignee shall ratify and affirm the terms of this Agreement in writing.

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180 B. In its sole discretion, MDBC shall also have the right to grant third parties leases,
181 licenses and rights to use the Fiber System for the provision of communications services.

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183 **14. NOTICES**

184 All notices hereunder must be in writing and shall be deemed validly given if sent by
185 overnight mail, hand delivered, and/or certified mail, return receipt requested. If sent by certified
186 mail, notices shall be deemed delivered three (3) days after mailing if addressed as follows (or
187 any other address that the party to be notified may have designated to the sender by like notice):

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MDBC: **MARYLAND BROADBAND COOPERATIVE, INC.**
2129A Northwood Drive
Salisbury, MD 21801
Attention: Patrick Mitchell, President and CEO

CITY: **CITY OF SALISBURY**
125 North Division St.
Salisbury, MD 21801
Attention: Director of Information Technology

15. WAIVER OF TRIAL BY JURY

To the extent that a court of law would have jurisdiction over this Agreement, the parties hereby waive trial by jury.

16. NON-HIRING OF EMPLOYEES

No employee of the City or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of the Agreement shall, while so employed, become or be an employee of the party or parties hereby contracting with the City or any unit thereof.

17. NONDISCRIMINATION IN EMPLOYMENT

The MDBC agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

221 **18. TERMINATION FOR DEFAULT**

222 If the MDBC fails to materially fulfill its obligations under this Agreement properly and
223 on time, or otherwise violates any material provision of the Agreement, the City may terminate
224 the Agreement by written notice to the MDBC. Notwithstanding the forgoing, upon written
225 notice to MDBC, MDBC shall have a right to cure any such infractions and, providing MDBC
226 diligently pursues corrective action and cures said infractions within thirty (30) days after its
227 receipt of such written notice from the City, the Agreement shall remain in full force and effect.
228 In the event of such a termination by the City, the notice shall specify the acts or omissions relied
229 upon as cause for termination. The City shall pay the MDBC fair and equitable compensation
230 for satisfactory performance prior to receipt of notice of termination, less the amount of damages
231 caused by the MDBC's breach. If the damages are more than the compensation payable to the
232 MDBC, the MDBC will remain liable after termination and the City can affirmatively collect
233 damages. Notwithstanding the forgoing, if any termination of this Agreement by the City takes
234 place after the Closing Date, MDBC shall continue to own all title and interest in and to the Fiber
235 System, and shall continue to quietly enjoy the Fiber System sold, transferred, conveyed,
236 assigned and delivered by the City.

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238 **21. TERMINATION FOR CONVENIENCE**

239 The performance of work under the Agreement may be terminated by the City in
240 accordance with this clause in whole, or from time to time in part, whenever the City shall
241 determine that such termination is in the best interest of the City. The City will pay all
242 reasonable costs associated with the Agreement that the MDBC has incurred up to the date of
243 termination, and all reasonable costs associated with termination of the Agreement; provided,
244 however, that the MDBC shall not be reimbursed for any anticipatory profits that have not been
245 earned up to the date of termination. Notwithstanding the forgoing, if any termination of this
246 Agreement by the City takes place after the Closing Date, MDBC shall continue to own all title
247 and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System sold,
248 transferred, conveyed, assigned and delivered by the City.

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250 **22. DELAYS AND EXTENSIONS OF TIME**

251 The MDBC agrees to perform the Agreement continuously and diligently. No charges or
252 claims for damages shall be made by the MDBC for any delays or hindrance, regardless of cause,
253 in the performance of services under the Agreement. Time extensions shall be granted only for
254 excusable delays that arise from unforeseeable causes beyond the reasonable control and without
255 the fault or negligence of the MDBC, including but not restricted to, acts of God, acts of the
256 public enemy, acts of the City in either its sovereign or contractual capacity, acts of another
257 contractor in the performance of a City contract, fires, floods, epidemics, quarantine restrictions,
258 strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable
259 causes beyond the reasonable control and without the fault or negligence of either the MDBC or
260 the subcontractor or supplier.

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262 **23. VARIATIONS IN ESTIMATED QUANTITIES**

263 No equitable adjustment shall be permitted in favor of either the City or the MDBC in the
264 event that the quantity of any pay item in the Agreement is an estimated quantity and the actual
265 quantity of such pay item varies from the estimated quantity stated in the Contract.

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267 **24. POLITICAL CONTRIBUTION DISCLOSURE**

268 The MDBC shall comply with Election Law Article, §§14-101—14-108, Annotated Code
269 of Maryland, which requires that every person that enters into contracts, leases, or other
270 agreements with the State, a county, or an incorporated municipality, or their agencies, during a
271 calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the
272 State Board of Elections a statement disclosing contributions in excess of \$500 made during the
273 reporting period to a candidate for elective office in any primary or general election. The
274 statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a
275 lease or contract by the State, a City, an incorporated municipality, or their agencies, and shall
276 cover the preceding two calendar years; and (2) if the contribution is made after the execution of
277 a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover

278 the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending
279 July 31.

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281 **25. RETENTION OF RECORDS**

282 The MDBC shall retain and maintain all records and documents relating to the
283 Agreement for three years after all payments to the City hereunder or any applicable statute of
284 limitations, whichever is longer, and shall make them available for inspection and audit by
285 authorized representatives of the City.

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287 **26. COMPLIANCE WITH LAWS**

288 The MDBC hereby represents and warrants that:

289 A. It is qualified to do business in the State of Maryland and that it will take such action
290 as, from time to time, may be necessary to remain so qualified;

291 B. It is not in arrears with respect to the payment of any monies due and owing the State
292 of Maryland, or any department or unit thereof, including, but not limited to, the payment of
293 taxes and employee benefits, and that it shall not become so in arrears during the term of the
294 Agreement;

295 C. It shall comply with all federal, State and local laws applicable to its activities and
296 obligations under the Agreement; and

297 D. It shall obtain, at its expense, all applicable licenses, permits, insurance, and
298 governmental approvals, if any, necessary to the performance of its obligations under the
299 Agreement. The City shall cooperate with the MDBC in its efforts to obtain such licenses,
300 permits, and governmental approvals.

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302 **27. LIABILITY FOR LOSS OF DATA**

303 In the event of loss of any data or records necessary for the performance of the
304 Agreement where such loss is due to the negligence of the MDBC, the MDBC shall be
305 responsible, irrespective of cost to the MDBC, for recreating such lost data or records.

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28. REPRESENTATIONS

A. Each party to this Agreement represents and warrants to the other that it has full rights, power, and authority to execute this Agreement.

B. City represents and warrants to MDBC that no broker or finder has acted directly or indirectly for the City in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder’s fee or other commission in respect thereof based in any way on the actions or statements of, or agreements, arrangements, or understandings made with the City.

C. MDBC represents and warrants to City that no broker or finder has acted directly or indirectly for the MDBC in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder’s fee or other commission in respect thereof based in any way on the actions or statements of, or agreements, arrangements, or understandings made with MDBC.

29. WAIVER

The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be, and remain in full force and effect.

30. RULES OF CONSTRUCTION

The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date first set forth above.

WITNESS: CITY OF SALISBURY, MARYLAND

BY: _____ **(SEAL)**
Name: _____
Title: _____

WITNESS: MARYLAND BROADBAND COOPERATIVE, INC.

BY: _____ **(SEAL)**
Patrick Mitchell, President/CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

S. Mark Tilghman, City Attorney

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EXHIBIT 1
FIBER SYSTEM

[insert drawing]

DRAFT

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458 **EXHIBIT 2**
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461 **BILL OF SALE**
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465 **The City of Salisbury, Maryland**, a municipal corporation of the State of
466 Maryland acting by and through its City Council (the “**Seller**”) and **MARYLAND BROADBAND**
467 **COOPERATIVE, INC.**, a Maryland consumer cooperative corporation with its principal offices
468 located at 2129A Northwood Drive, Salisbury, Maryland (the “**Purchaser**”) have entered into a
469 Memorandum of Understanding, dated as of _____, 2015 (the “**Agreement**”), whereby
470 Seller has agreed to sell, assign and deliver to Purchaser, and Purchaser has agreed to purchase
471 and acquire, certain assets. All capitalized terms used herein without definition shall have the
472 respective meanings ascribed to them in the Agreement.

473
474 NOW, THEREFORE, Seller, for good and valuable consideration, as set forth in
475 the Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants,
476 bargains, sells, conveys, assigns, releases, transfers and delivers to Purchaser, its successors and
477 assigns, absolutely to have and to hold the same forever, all of Seller’s rights, title and interest in
478 and to, as well as good and marketable title to, the Fiber System, as defined in the Agreement
479 and described in Schedule A attached hereto, and Seller assigns to Purchaser all third party
480 express or implied warranty rights relating to the construction of the Fiber System and materials
481 incorporated into the Fiber System. This Bill of Sale is being executed and delivered as a
482 condition to the Agreement and is expressly hereby made subject to and shall have the benefits
483 of the respective representations, warranties, covenants, terms, conditions, limitation and other
provisions of the Agreement.

484
485 Seller owns outright and has full legal right, title and authority to sell, transfer,
486 convey, assign and deliver to Purchaser, and Purchaser hereby shall have, good, valid and
487 marketable title to and ownership of the Fiber System, free and clear of any and all liens,
488 encumbrances or other restrictions of every kind, nature, description or character whatsoever,
489 including, without limitation, the claims or liens of any back or taxing authority, and any and all
claims or rights of others.

490
491 Purchaser shall quietly enjoy the Fiber System hereby sold, transferred, conveyed,
assigned and delivered.

492
493 Seller further covenants and agrees that it will, from time to time, make, execute
494 and deliver or cause to be made, executed and delivered all such other instruments, documents
495 and other assurances as Purchaser may reasonably require to confirm or more effectively convey,
transfer to and vest in Purchaser title to the assets described above.

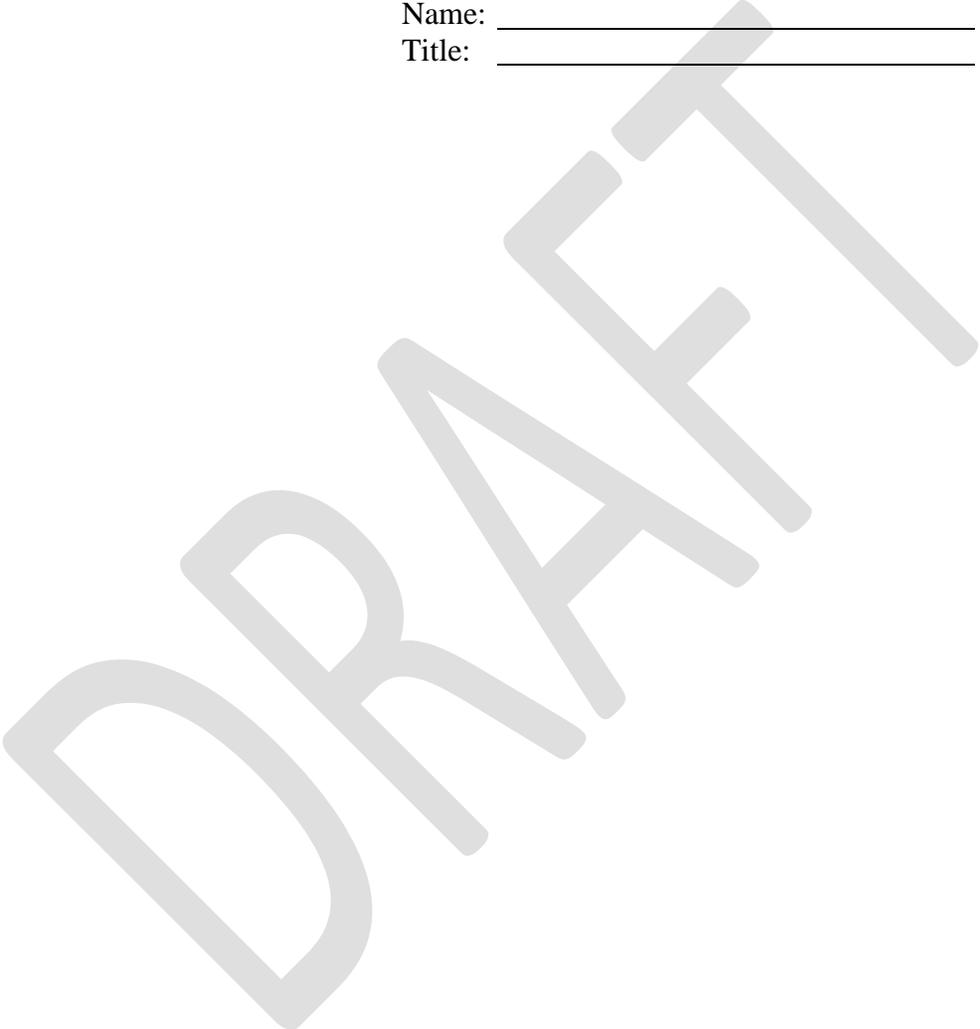
496
497 This Bill of Sale shall be binding upon the Seller and its successors and assigns,
and shall inure to the benefit of and be enforceable by Purchaser and its successors and assigns.

498 IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its
499 name by its duly authorized officer as of _____, 201__.

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CITY OF SALISBURY

By: _____ (SEAL)
Name: _____
Title: _____



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EXHIBIT 3

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (the "Easement") is made on _____, 201__ by and between the **CITY OF SALISBURY**, a municipal corporation of the State of Maryland ("Grantor"), whose address is 125 North Division Street, Salisbury, Maryland 21801, and **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland non-stock consumer cooperative corporation ("Grantee"), whose address is 2129A Northwood Drive, Salisbury, Maryland 21801.

Grantor is the owner of certain real estate located at _____ in Salisbury, Maryland, as more particularly described on Exhibit A attached hereto (the "Property"). Grantee has requested that Grantor grant and conveys an easement as further described herein to Grantee for the construction and operation of certain telecommunications facilities by Grantee.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, grant and convey to Grantee, its successors and assigns, an easement to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove a telecommunications system, consisting of wires, cables, conduits, communications equipment, shelters, generators and other related above ground and subsurface fixtures, equipment, appurtenances and facilities (collectively, the "Facilities") on, under and above the Property, as it exists on the date of this Easement and as depicted on the plat attached hereto as Easement Exhibit B (the "Easement Area"). The term for the easement shall be perpetual.

1. Grantee shall use and operate the Facilities at its sole expense in accordance with applicable laws and safety codes, and shall promptly repair any damage to the Property resulting from such construction. The Facilities shall be maintained and repaired at the sole expense of Grantee and shall remain the property of Grantee. Grantee shall have the right to make changes, alterations or substitutions of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such changes, alterations or substitutions do not unreasonably interfere with Grantor's improvements or use of the Property.

2. The Easement granted hereunder includes the right of Grantee to access the Easement Area as needed for exercise its rights hereunder with respect to the Facilities. Except for emergency work, Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and egress shall not unreasonably interfere with Grantor's improvements or use of the Property.

3. Grantee agrees to indemnify and hold harmless Grantor from, for and against any loss, damage, liability, deficiency or claim (including reasonable attorneys' fees) in connection with any injuries to any person or damage to any property directly resulting from Grantee's (or its contractors') construction, installation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the Facilities.

4. Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and its successors and assigns shall warrant and defend the same and will indemnify and hold harmless Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement.

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5. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by the other in order to carry out the provisions of this Easement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

6. The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and total payment for the rights set forth herein. All provisions of this Easement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in the Easement Area as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto.

7. Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of law or court order, upon dissolution of Grantee under the laws of the State of Maryland, all of Grantee's rights set forth herein shall cease and be of no force and effect.

8. This Easement shall be construed in accordance with, and governed by, the laws of the State of Maryland without regard to principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

GRANTOR'S NAME AND SIGNATURE:

CITY OF SALISBURY

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGMENT BY GRANTOR

STATE OF MARYLAND

CITY/CITY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 201__, personally appeared the _____ of the City of Salisbury, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

Notary Public in and for said State

[SEAL]
My Commission Expires: _____

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GRANTEE'S NAME AND SIGNATURE:

MARYLAND BROADBAND COOPERATIVE, INC.

By: _____ (SEAL)
William Patrick Mitchell
President and CEO

ACKNOWLEDGMENT BY GRANTEE

STATE OF MARYLAND

CITY/CITY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared William Patrick Mitchell, the President and CEO of MARYLAND BROADBAND COOPERATIVE, INC. a Maryland non-stock consumer cooperative corporation, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

Notary Public in and for said State

[SEAL]
My Commission Expires: _____

Insert Property Exhibits "A" and "B"

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
From: Tom Stevenson
Subject: Stanley Court (Land Conveyance)
Date: July 1, 2015

The cul-de-sac portion of Stanley Court and the adjoining easement area was never opened or paved by the City of Salisbury and the owner desires to relocate the cul-de-sac and easement east of the existing undeveloped cul-de-sac.

The City of Salisbury Department of Public Works has determined that the aforementioned area of land has never been used by the public, is unimproved and unpaved, and the City believes it is in the best interest of the City to relocate such cul-de-sac area as desired by the adjoining property owner.

Attached please find an ordinance that will convey the aforesaid property.

48 1. That the City of Salisbury hereby relocates the 2,952.81 square feet roadbed area of the
49 cul-de-sac area of Stanley Court and the 10' wide City utility easement adjoining said area
50 as shown on the aforementioned Exhibit "A"; and

51
52 2. That the Mayor of the City of Salisbury is hereby authorized to execute the attached
53 Exhibit "B" to convey to JWC Johnson Road, LLC, et al T/C, all of the City's right, title
54 and interest in the abandoned cul-de-sac and utility easement areas in exchange for the
55 conveyance by JWC Johnson Road, LLC, et al T/C of the property described in the
56 attached Exhibit "C" which conveys to the City of Salisbury the relocated area of the
57 aforementioned cul-de-sac and easement.

58
59 AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF
60 SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date
61 of its final passage.

62
63 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
64 Salisbury held on the _____ day of _____, 2015, and thereafter a statement of
65 the substance of this ordinance having been published as required by law, in the meantime,
66 was finally passed by the Council on the ____ day of _____, 2015.

67
68
69 ATTEST

70
71 _____
72 Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

73
74
75 Approved by me, this _____ day of _____, 2015.

76
77
78 _____
79 James Ireton, Jr., Mayor

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT made this ____ day of _____, 2015 by JWC Johnson Road, LLC, a Maryland limited liability company, GDM Johnson Road, LLC , a Maryland limited liability company, RDD Johnson Road, LLC , a Maryland limited liability company and H & D Johnson Road, LLC , a Maryland limited liability company (hereinafter collectively being referred to as “Grantor”).

WHEREAS, Grantor is the owner of all that parcel or lot of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County, State of Maryland, and described as follows: all of Lot No. 1 shown on the plat entitled “Subdivision Plat for JWC Johnson Road, LLC et al T/C” which Plat is recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet 15 folio 673 and all of Lot No. 2 shown on the Plat entitled “Subdivision Plat for JWC Johnson Road, LLC et al T/C” which plat is recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet 15 folio 673; and being a part of the same property conveyed unto the within Grantor by a deed from Charles C. Carey Jr. et al dated April 29, 2005 and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S. B. No. 2399 folio 699 (hereinafter the “Property”).

WHEREAS, in order to facilitate the development of a portion of the Property, and approval of same required by the City of Salisbury (the “City”), Grantor intends to grant unto the City for road and utility purposes a parcel of land described as a parcel of land on the south side of Stanley Court (formerly Johnson Road) east of Snow Hill Road and, in addition, to grant unto the City certain additional City of Salisbury utility easements; and

WHEREAS, the parcel of land to be granted on the south side of Stanley Court (formerly Johnson Road) east of Snow Hill Road and the aforesaid City of Salisbury utility easements are more specifically located and described on a one (1) page subdivision plat entitled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C”, dated August 26, 2013, final

revision February 2, 2015, made by Parker & Associates, Inc. (the "Plat"), which Plat is intended to be recorded in the aforesaid Land Records immediately prior hereto or simultaneously herewith.

NOW, THEREFORE, THIS DEED OF DEDICATION AND EASEMENT WITNESSETH:

THAT FOR AND IN CONSIDERATION OF ZERO DOLLARS (\$0.00) AND NO TAXABLE CONSIDERATION, and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto the City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns (sometimes, hereinafter, the "City") in fee simple, all that street, parcel or lot of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County, State of Maryland for public ingress, egress and regress, and more particularly shown as "2,954.31 SQ. FT. TO BE CONVEYED FROM LOT 2 OWNER TO THE CITY OF SALISBURY" on a plat entitled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnsons Road, LLC et al T/C" dated August 26, 2013, final revision February 2, 2015, made by Parker and Associates, Inc. which plat is intended to be recorded in the Land Records immediately prior hereto or simultaneously herewith, and being part of the same property conveyed unto the within Grantor by a deed from Charles C. Carey Jr. et al dated April 29, 2005, and recorded among the aforesaid Land Records in Liber 2399 folio 699, said land being more particularly described on Exhibit A, attached hereto and made a part hereof:

AND Grantor further grants and conveys unto the City a certain permanent and perpetual a ten (10) foot utility easement for the installation of City owned underground utilities including, but not limited to, portions of the public water distribution system, public waste water collection system, storm water drainage systems, street lighting and roadway appurtenances (hereinafter the "Easement"), which Easements is described as "PROPOSED RELOCATED 10' WIDE CITY OF SALISBURY UTILITY EASEMENT" on a one (1) page subdivision plat entitled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C", dated August 26, 2013, final revision February 2, 2015, made by Parker & Associates, Inc. (the "Plat"), which Plat is intended to be recorded in the aforesaid Land Records immediately prior hereto or simultaneously herewith, said Easement is more

particularly described on Exhibit B attached hereto and made a part hereof.

REFERENCE to the aforesaid deeds, plats and declaration and to preceding deeds of the property hereby conveyed, and to the references therein contained, is hereby made for a more particular description of the property hereby conveyed.

TOGETHER WITH the right of ingress, egress and regress over the property of Grantor for the purpose of necessary construction, repair, maintenance and inspection and/or removal of the aforesaid utilities, provided, however, that the City shall restore the surface of the Grantor's property to its original condition upon completion of the said construction, repair, inspection and/or removal.

AND Grantor further covenants with the City that it will not construct any structural improvements, plant trees, shrubs, or place any landscaping other than grass in or on the easement area, or in the air rights over the easement hereby conveyed, without the prior written consent of the City.

TO HAVE AND TO HOLD the same for the purposes aforesaid unto the City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns, forever.

AS WITNESS the due execution hereof by the Grantor on the day and year above written.

WITNESS / ATTEST:

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	JWC Johnson Road, LLC By: _____ Print Name: _____ Title: _____ Dated: _____
<p>STATE OF MARYLAND COUNTY OF WICOMICO</p> <p>I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.</p> <p>WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.</p> _____ Notary Public _____ Typed, printed or stamped name of Notary Public My Commission Expires: _____	

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	GDM Johnson Road, LLC By: _____ Print Name: _____ Title: _____ Dated: _____
--	---

STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	RDD Johnson Road, LLC By: _____ Print Name: _____ Title: _____ Dated: _____
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STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	H & D Johnson Road, LLC By: _____ Print Name: _____ Title: _____ Dated: _____
--	---

STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

PREPARER CERTIFICATION

I certify that this document was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Robert A. Benson

EXHIBIT A
LEGAL DESCRIPTION OF LAND BEING GRANTED

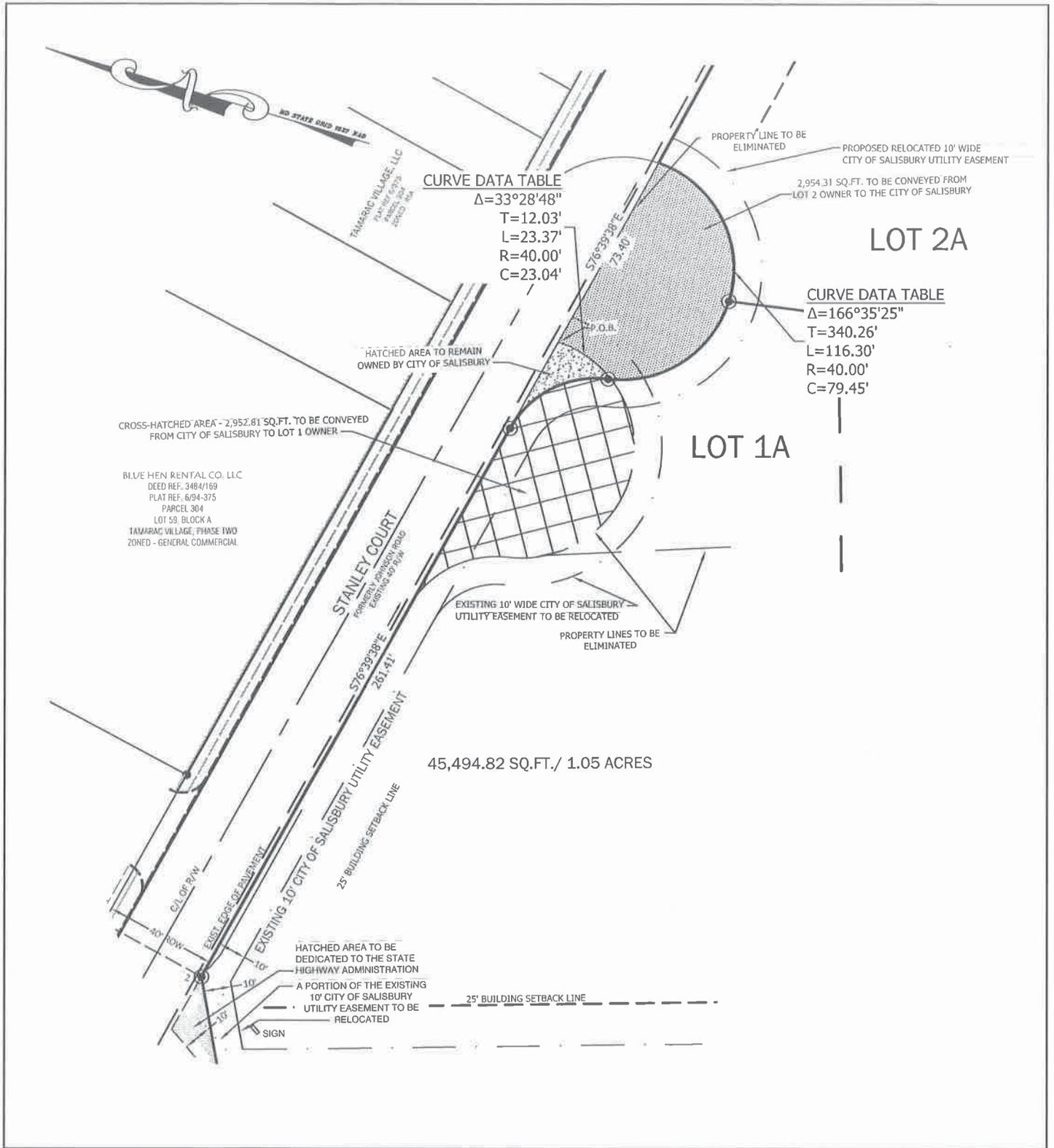
All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A and Lot 2A as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 and Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows: Beginning at a point that is South 76 degrees 39 minutes 38 seconds East a distance of 261.41 feet from an iron pipe placed at the northwesterly corner of Lot 1A;

thence running by and with the north side of the former Lot 2 South 76 degrees 39 minutes 38 seconds East a distance of 73.40 feet to an iron pipe placed;

thence along the Proposed Stanley Court and running by and with the north side of Lot 2A an arc to the right with a radius of 40.00 feet and a distance of 116.31 feet with a chord bearing of South 86 degrees 36 minutes 00 seconds West with a chord distance of 79.45 feet;

thence at an intersection of the relocated portion, and the platted portion of the Stanley Court cul-de-sac and running by and with the east side of the dedicated portion of the Stanley Court cul-de-sac to remain owned by the City of Salisbury, an arc to the left with a radius of 40.00 feet and a distance of 23.37 feet with a chord bearing of North 20 degrees 02 minutes 59 seconds East with a chord distance of 23.03 feet to the place of beginning containing 2,954.31 sq. ft./0.07 acres.

EXHIBIT A PLAT



STANLEY COURT CUL-DE-SAC OWNED BY JWC JOHNSON ROAD, LLC, ETAL TO BE CONVEYED TO THE CITY OF SALISBURY

CITY OF SALISBURY
 NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

1" = 50'	DATE	04/29/15	TAX MAP	XXX	GRID	XX
JOB NO. S1538A	DRAWN BY	RDS	PARCEL	XXX		

SURVEYING FORESTRY

PARKER

ESTABLISHED 1977

SALISBURY MARYLAND 410-749-1023

& ASSOCIATES

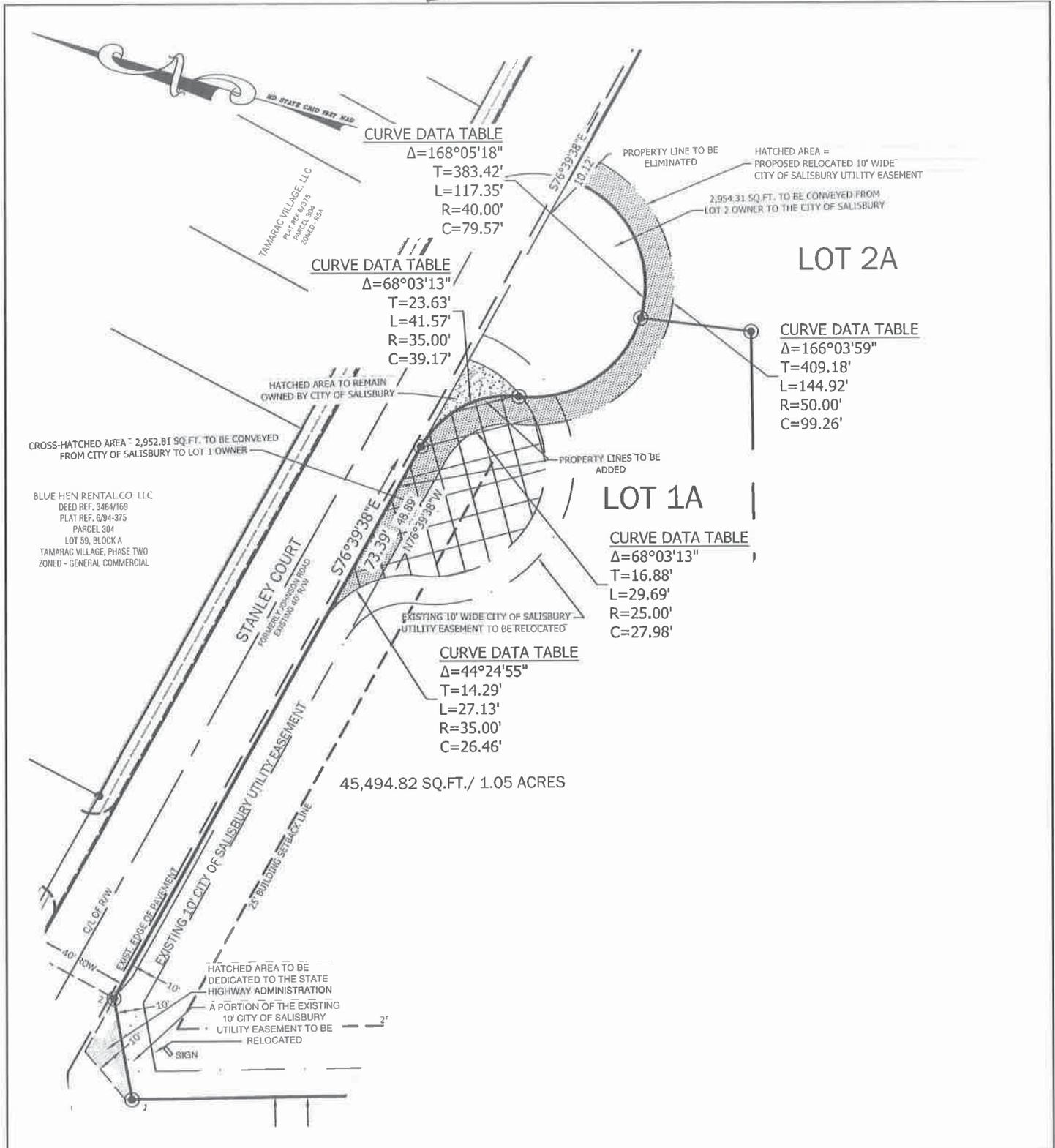
CIVIL ENGINEERING INC. SITE PLANNING

EXHIBIT B
LEGAL DESCRIPTION OF CITY OF SALISBURY UTILITY EASEMENT

All those lots, tracts or parcels of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the south side of Stanley Court, being the Relocated 10' Wide City of Salisbury Utility Easement as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

Beginning on the south side of Stanley Court at a point that is South 76 degrees, 39 minutes, 38 seconds East a distance of 152.46 feet from an iron pipe placed at the northwesterly corner of Lot 1A thence running by and with the south side of the Proposed Stanley Court South 76 degrees 39 minutes 38 seconds East a distance of 73.39 feet to the beginning of a curve; thence running by and with the south side of the dedicated portion of Stanley Court cul-de-sac to remain owned by the City of Salisbury, a curve to the right with a radius of 35.00 feet and a distance of 41.57 feet with a chord bearing of South 42 degrees 38 minutes 02 seconds East with a chord distance of 39.17 feet; thence along the south side of the dedicated portion of Stanley Court cul-de-sac to remain and owned by the City of Salisbury, a curve to the left with a radius of 40.00 feet and a distance of 117.35 feet with a chord bearing of North 87 degrees 20 minutes 56 seconds East and a chord distance of 79.57 feet; thence leaving Stanley Court and running by and with the northerly side of Lot 2A South 76 degrees 39 minutes 38 seconds East a distance of 10.12 feet to the northeast corner of the Relocated 10' Wide City of Salisbury Utility Easement; thence along the Relocated 10' Wide City of Salisbury Utility Easement the following four courses, (1) a curve to the right with a radius of 50.00 feet and a distance of 144.92 feet with a chord bearing of South 88 degrees 21 minutes 35 seconds West and a chord distance of 99.26 feet; (2) a curve to the left with a radius of 25.00 feet and a distance of 29.69 feet with a chord bearing of North 42 degrees 38 minutes 02 seconds West and a chord distance of 27.98 feet; (3) North 76 degrees 39 minutes 38 seconds West a distance of 48.89 feet; (4) a curve to the left with a radius of 35.00 feet and a distance of 27.13 feet with a chord bearing of North 54 degrees 27 minutes 10 seconds West and a chord distance of 26.46 feet to the place of beginning, containing 2,232.93 sq. ft./0.05 acres.

EXHIBIT B PLAT

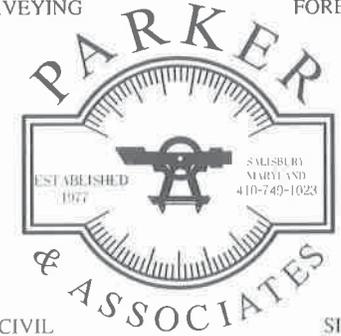


RELOCATED CITY OF SALISBURY UTILITY EASEMENT

CITY OF SALISBURY
 NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

1" = 50'	DATE	04/29/15	TAX MAP	XXX	GRID	XX
JOB NO.	S1538A	DRAWN BY	RDS	PARCEL	XXX	

SURVEYING FORESTRY



CIVIL ENGINEERING INC. SITE PLANNING

Exhibit B

QUIT CLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____ in the year 2015 by the CITY OF SALISBURY, a municipal corporation of the State of Maryland, Grantor, WITNESSETH THAT:

WHEREAS, by Ordinance No. ____ passed at a meeting of the Council of the City of Salisbury on the ____ day of _____ 20__, the City of Salisbury closed and relocated a portion of the unopened and unimproved public street known as Stanley Court on the north side of Lot 1A identified as “CROSS HATCHED AREA – 2,952.81 SQ. FT. TO BE CONVEYED FROM CITY OF SALISBURY TO LOT 1 OWNER” on a one (1) page plat prepared by Parker and Associates, Inc. titled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC Et Al T/C” (herein the “Plat”) intended to be recorded in the Land Records of Wicomico County, Maryland simultaneously herewith; and

WHEREAS, the City of Salisbury is, by Ordinance No. _____, authorized to convey unto JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, GDM Johnson Road, LLC a Maryland limited liability company, an undivided one quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) (collectively herein referred to as “Johnson”), all of the City's right, title and interest in and to the portion of the unopened Stanley Court depicted on the said Plat, in the manner described above.

NOW, THEREFORE, and in consideration of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY OF SALISBURY does hereby grant, convey, release, assign and quitclaim unto JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4)

interest, GDM Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) in equal shares, as tenants in common, their successors and assigns, the following described property:

All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A as shown and described on said Plat as “CROSS-HATCHED AREA – 2,952.81 SQ. FT. TO BE CONVEYED FROM CITY OF SALISBURY TO LOT 1 OWNER on a one (1) page plat titled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC Et Al T/C”, dated August 26, 2013, prepared by Parker & Associates, Inc. (the “Plat”) intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described on Exhibit A, attached hereto.

AND THE CITY OF SALISBURY further grants, conveys, releases, assigns and quit claims unto Johnson all permanent and perpetual easements for the installation of utilities related thereto, including but not limited to, water mains and sanitary sewers (hereinafter the “Easements”), which Easements are more particularly described on the aforesaid Plat as “EXISTING 10’ WIDE CITY OF SALISBURY UTILITY EASEMENT TO BE RELOCATED” binding on the area conveyed above and shown and described on the said Plat, and being more particularly described on Exhibit B, attached hereto.

REFERENCE to the aforesaid deed and Plat and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH all the rights, ways, alleys, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, GDM Johnson Road, LLC a Maryland limited liability company, an undivided one quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) in equal shares, as tenants in common, their successors and assigns, forever in fee simple.

AS WITNESS the hand and seal of the City of Salisbury the day and year first above written.

ATTEST

CITY OF SALISBURY

Kimberly R. Nichols, Clerk

By: James Ireton, Jr., Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared James Ireton, Jr., Mayor of the City of Salisbury, who acknowledged the foregoing deed to be its act and deed.

AS WITNESS my hand and Notarial Seal.

(SEAL)

Notary Public

My Commission Expires:_____

PREPARER CERTIFICATION

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

Robert A. Benson

EXHIBIT A

**Legal Description of a portion of Stanley Court
Cul-de-sac owned by the City of Salisbury to be conveyed to the JWC Johnson Road, LLC,
et.al.**

All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 and Stanley Court Relocation for JWC Johnson Road, LLC, Et. Al. T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

Beginning at a point that is South 76 degrees 39 minutes 38 seconds East a distance of 152.46 feet from an iron pipe placed at the northwesterly corner of Lot 1A;

thence running by and with the south side of the Proposed Stanley Court South 76 degrees 39 minutes 38 seconds East a distance of 73.39 feet to an iron pipe placed;

thence running by and with the south side of the dedicated portion of the Proposed Stanley Court cul-de-sac to remain and owned by the City of Salisbury, an arc to the right with a radius of 35.00 feet and a distance of 41.57 feet with a chord bearing of South 42 degrees 38 minutes 02 seconds East with a chord distance of 39.17 feet to an iron pipe placed;

thence along the south side of the dedicated portion of the Proposed Stanley Court cul-de-sac to remain and owned by the City of Salisbury, an arc to the left with a radius of 40.00 feet and a distance of 1.04 feet with a chord bearing of South 09 degrees 20 minutes 49 seconds East and a chord distance of 1.04 feet;

thence leaving the intersection of the relocated portion and the platted proposed portion of the Proposed Stanley Court cul-de-sac and running by and with the southerly side of the platted portion of the Stanley Court cul-de-sac area to be conveyed by the City, an arc to the right with a radius of 40 feet and a distance of 80.34 feet and a chord bearing of North 85 degrees 40 minutes 12 seconds West and a chord distance of 67.50 feet;

thence by and with the easterly property line of the former Lot 1 and the westerly side of the platted portion of the Stanley Court cul-de-sac area to be conveyed by the City, an arc to the right with a radius of 40 feet and a distance of 13.62 feet with a chord bearing of North 18 degrees 22 minutes 12 seconds West with a chord distance of 13.55 feet;

thence running by and with the former Lot 1 on the southern side of the platted portion of the Stanley Court cul-de-sac an arc to the left with a radius of 35.00 feet and a distance of 41.57 feet, with a chord bearing of North 42 degrees 38 minutes 15 seconds West and a chord distance of 39.17 feet to the place of beginning, containing 2,952.81 sq. ft./0.07 acres.

EXHIBIT B

LEGAL DESCRIPTION OF CITY OF SALISBURY UTILITY EASEMENT

All those lots, tracts or parcels of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the south side of Stanley Court cul-de-sac, being the 10' Wide City of Salisbury Utility Easement to be relocated as shown on a plat prepared by Parker and Associates titled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

Beginning on the south side of but not adjacent to Stanley Court at the intersection of the south side of the existing 10' City of Salisbury Utility Easement and the 10' City of Salisbury Utility Easement to be Relocated, thence running by and with the south side of the existing 10' City of Salisbury Utility Easement South 76 degrees 39 minutes 38 seconds East a distance of 24.49 feet to a point on a non-tangent curve, thence running by and with said non-tangent curve to the right a radius of 35.00 feet and a distance of 14.43 feet with a chord bearing of South 20 degrees 25 minutes 50 seconds East and a chord distance of 14.33 feet to a point at a reverse curve, thence by with said reverse curve a radius of 40.00 feet and a distance of 82.28 feet with a chord bearing of South 67 degrees 32 minutes 51 seconds East and a chord distance of 68.52 feet to a point on a non-tangent curve and being the northeasterly corner of the herein described easement, thence by and with the non-tangent curve to the left a radius of 50.00 feet and a distance 10.22 feet with a chord bearing of South 23 degrees 34 minutes 45 seconds East and a chord distance of 10.21 feet to a point on a non-tangent curve and the southeasterly corner of the herein described easement, thence by and with the non-tangent curve to the right a radius of 50.00 feet a distance of 100.58 feet with a chord bearing of North 66 degrees 14 minutes 30 seconds West and a chord distance of 84.46 feet to a reverse curve, thence by and with the reverse curve a radius of 25.00 feet a distance of 29.69 feet with a chord bearing of North 42 degrees 38 minutes 17 seconds West and a chord distance of 27.98 feet to the place of beginning, containing 1,100.17 sq. ft./0.03 acres.

Exhibit C

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT made this ____ day of _____, 2015 by JWC Johnson Road, LLC, a Maryland limited liability company, GDM Johnson Road, LLC , a Maryland limited liability company, RDD Johnson Road, LLC, a Maryland limited liability company and H & D Johnson Road, LLC , a Maryland limited liability company (hereinafter collectively being referred to as “Grantor”); and

WHEREAS, Grantor is the owner of all that parcel or lot of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County, State of Maryland, and described as follows: all of Lot No. 1 shown on the plat entitled “Subdivision Plat for JWC Johnson Road, LLC et al T/C” which Plat is recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet 15 folio 673 and all of Lot No. 2 shown on the Plat entitled “Subdivision Plat for JWC Johnson Road, LLC et al T/C” which plat is recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet 15 folio 673; and being a part of the same property conveyed unto the within Grantor by a deed from Charles C. Carey Jr. et al dated April 29, 2005 and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S. B. No. 2399 folio 699 (hereinafter the “Property”); and

WHEREAS, in order to facilitate the development of a portion of the Property, and the approval of same as required by the City of Salisbury (the “City”), Grantor intends to grant unto the City for road and utility purposes a parcel of land described as on the south side of Stanley Court (formerly Johnson Road) east of Snow Hill Road and, in addition, to grant unto the City certain additional City of Salisbury utility easements; and

WHEREAS, the parcel of land to be granted on the south side of Stanley Court (formerly

Johnson Road) east of Snow Hill Road and the aforesaid City of Salisbury utility easements are more specifically located and described on a one (1) page subdivision plat entitled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C”, dated August 26, 2013, made by Parker & Associates, Inc. (the “Plat”), which Plat is intended to be recorded in the aforesaid Land Records immediately prior hereto or simultaneously herewith.

NOW, THEREFORE, THIS DEED OF DEDICATION AND EASEMENT WITNESSETH:

THAT FOR AND IN CONSIDERATION OF ZERO DOLLARS (\$0.00) AND NO TAXABLE CONSIDERATION, and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto the City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns (sometimes, hereinafter, the “City”) in fee simple, all that street, parcel or lot of land situate, lying and being in the City of Salisbury, Nutters Election District, Wicomico County, State of Maryland for public ingress, egress and regress, and more particularly shown as “2,954.31 SQ. FT. TO BE CONVEYED FROM LOT 2 OWNER TO THE CITY OF SALISBURY” on a plat entitled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnsons Road, LLC et al T/C” dated August 26, 2013, made by Parker and Associates, Inc. which plat is intended to be recorded in the Land Records immediately prior hereto or simultaneously herewith, and being part of the same property conveyed unto the within Grantor by a deed from Charles C. Carey Jr. et al dated April 29, 2005, and recorded among the aforesaid Land Records in Liber 2399 folio 699, said land being more particularly described on Exhibit A, attached hereto and made a part hereof:

AND Grantor further grants and conveys unto the City a certain permanent and perpetual ten (10) foot utility easement for the installation of City owned underground utilities including, but not limited to, portions of the public water distribution system, public waste water collection system, storm water drainage systems, street lighting and roadway appurtenances (hereinafter the “Easement”), which Easements is described as “PROPOSED RELOCATED 10’ WIDE CITY OF SALISBURY UTILITY EASEMENT” on a one (1) page subdivision plat entitled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C”, dated August 26,

2013, made by Parker & Associates, Inc. (the "Plat"), which Plat is intended to be recorded in the aforesaid Land Records immediately prior hereto or simultaneously herewith, said Easement is more particularly described on Exhibit B attached hereto and made a part hereof.

REFERENCE to the aforesaid deeds, plats and declaration and to preceding deeds of the property hereby conveyed, and to the references therein contained, is hereby made for a more particular description of the property hereby conveyed.

TOGETHER WITH the right of ingress, egress and regress over the property of Grantor for the purpose of necessary construction, repair, maintenance and inspection and/or removal of the aforesaid utilities, provided, however, that the City shall restore the surface of the Grantor's property to its original condition upon completion of the said construction, repair, inspection and/or removal.

AND Grantor further covenants with the City that it will not construct any structural improvements, plant trees, shrubs, or place any landscaping other than grass in or on the easement area, or in the air rights over the easement hereby conveyed, without the prior written consent of the City.

TO HAVE AND TO HOLD the same for the purposes aforesaid unto the City of Salisbury, a municipal corporation of the State of Maryland, its successors and assigns, forever.

AS WITNESS the due execution hereof by the Grantor on the day and year above written.

WITNESS / ATTEST:

<p>Signed: _____ Print Name: _____</p> <p>Signed: _____ Print Name: _____</p>	<p>JWC Johnson Road, LLC A Maryland limited liability company</p> <p>By: _____ Print Name: <u>Charlotte T. Causey</u> Title: <u>Trustee of the Residual Trust under the Will of John W. Causey dated August 13, 2001, MEMBER</u></p> <p>Dated: _____</p> <p>By: _____ Print Name: <u>Glenn D. Marvel</u> Title: <u>Trustee of the Residual Trust under the Will of John W. Causey dated August 13, 2001, MEMBER</u></p> <p>Dated: _____</p>
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STATE OF MARYLAND
COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____ and _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2015.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires: _____

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	GDM Johnson Road, LLC By: _____ Print Name: <u>Glenn D. Marvel</u> Title: <u>Managing Member</u> Dated: _____
--	---

STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	RDD Johnson Road, LLC By: _____ Print Name: <u>Dale Dashiell, Jr</u> Title: <u>Managing Member</u> Dated: _____
<p>STATE OF MARYLAND COUNTY OF WICOMICO</p> <p>I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.</p> <p>WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.</p> <p>_____ Notary Public</p> <p>_____ Typed, printed or stamped name of Notary Public</p> <p>My Commission Expires: _____</p>	

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	H & D Johnson Road, LLC By: _____ Print Name: <u>Henry H. Hanna, III</u> Title: <u>Managing Member</u> Dated: _____
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STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	Hebron Savings Bank By: _____ Print Name: _____ Title: _____ Dated: _____
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STATE OF MARYLAND
 COUNTY OF WICOMICO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

 Notary Public

 Typed, printed or stamped name of Notary Public

My Commission Expires: _____

PREPARER CERTIFICATION

I certify that this document was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Robert A. Benson

EXHIBIT A
LEGAL DESCRIPTION OF LAND BEING GRANTED

All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A and Lot 2A as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 and Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

Beginning at a point that is South 76 degrees 39 minutes 38 seconds East a distance of 261.41 feet from an iron pipe placed at the northwesterly corner of Lot 1A;

thence running by and with the north side of the former Lot 2 South 76 degrees 39 minutes 38 seconds East a distance of 73.40 feet to an iron pipe placed;

thence along the Proposed Stanley Court and running by and with the north side of Lot 2A in an arc to the right with a radius of 40.00 feet and a distance of 116.31 feet with a chord bearing of South 86 degrees 36 minutes 00 seconds West with a chord distance of 79.45 feet;

thence at an intersection of the relocated portion, and the platted portion of the Stanley Court cul-de-sac and running by and with the east side of the dedicated portion of the Stanley Court cul-de-sac to remain owned by the City of Salisbury, an arc to the left with a radius of 40.00 feet and a distance of 23.37 feet with a chord bearing of North 20 degrees 02 minutes 59 seconds East with a chord distance of 23.03 feet to the place of beginning containing 2,954.31 sq. ft./0.07 acres.

EXHIBIT B
LEGAL DESCRIPTION OF CITY OF SALISBURY UTILITY EASEMENT

All those lots, tracts or parcels of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the south side of Stanley Court, being the Relocated 10' Wide City of Salisbury Utility Easement as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

Beginning on the south side of Stanley Court at a point that is South 76 degrees, 39 minutes, 38 seconds East a distance of 152.46 feet from an iron pipe placed at the northwesterly corner of Lot 1A thence running by and with the south side of the Proposed Stanley Court South 76 degrees 39 minutes 38 seconds East a distance of 73.39 feet to the beginning of a curve; thence running by and with the south side of the dedicated portion of Stanley Court cul-de-sac to remain owned by the City of Salisbury, a curve to the right with a radius of 35.00 feet and a distance of 41.57 feet with a chord bearing of South 42 degrees 38 minutes 02 seconds East with a chord distance of 39.17 feet; thence along the south side of the dedicated portion of Stanley Court cul-de-sac to remain and owned by the City of Salisbury, a curve to the left with a radius of 40.00 feet and a distance of 117.35 feet with a chord bearing of North 87 degrees 20 minutes 56 seconds East and a chord distance of 79.57 feet to an iron pipe placed; thence leaving Stanley Court and running by and with the northerly side of Lot 2A South 76 degrees 39 minutes 38 seconds East a distance of 10.12 feet to the northeast corner of the Relocated 10' Wide City of Salisbury Utility Easement; thence along the Relocated 10' Wide City of Salisbury Utility Easement the following four courses, (1) a curve to the right with a radius of 50.00 feet and a distance of 144.92 feet with a chord bearing of South 88 degrees 21 minutes 35 seconds West and a chord distance of 99.26 feet; (2) a curve to the left with a radius of 25.00 feet and a distance of 29.69 feet with a chord bearing of North 42 degrees 38 minutes 02 seconds West and a chord distance of 27.98 feet; (3) North 76 degrees 39 minutes 38 seconds West a distance of 48.89 feet; (4) a curve to the left with a radius of 35.00 feet and a distance of 27.13 feet with a chord bearing of North 54 degrees 27 minutes 10 seconds West and a chord distance of 26.46 feet to the place of beginning, containing 2,232.93 sq. ft./0.05 acres.

QUIT CLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____ in the year 2015 by the CITY OF SALISBURY, a municipal corporation of the State of Maryland, Grantor, WITNESSETH THAT:

WHEREAS, by Ordinance No. _____ passed at a meeting of the Council of the City of Salisbury on the ____ day of _____ 20__, the City of Salisbury closed and relocated a portion of the unopened and unimproved public street known as Stanley Court on the north side of Lot 1A as identified as “CROSS HATCHED AREA – 2,952.81 SQ. FT. TO BE CONVEYED FROM CITY OF SALISBURY TO LOT 1 OWNER” on a one (1) page plat prepared by Parker and Associates, Inc. titled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C” (herein the “Plat”) intended to be recorded in the Land Records of Wicomico County, Maryland.

WHEREAS, the City of Salisbury is, by Ordinance No. _____, authorized to convey to JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, GDM Johnson Road, LLC a Maryland limited liability company, an undivided one quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) (collectively herein referred to as “Johnson”), all of the City's right, title and interest in and to the portion of the unopened Stanley Court depicted on the Plat, in the manner described above.

NOW, THEREFORE, for and in consideration of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the CITY OF SALISBURY does hereby grant, convey, release, assign and quitclaim unto JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, GDM Johnson Road, LLC a Maryland limited liability company, an undivided one

quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) in equal shares, as tenants in common, their successors and assigns, the following described property:

All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A as shown and described on said Plat as “CROSS HATCHED AREA – 2,952.81 SQ. FT. TO BE CONVEYED FROM CITY OF SALISBURY TO LOT 1 OWNER on a one (1) page plat titled “Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC et al T/C”, dated August 26, 2013, final revision February 2, 2015, prepared by Parker & Associates, Inc. (the “Plat”) intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described on Exhibit A, attached hereto

AND THE CITY OF SALISBURY further grants, conveys, releases, assigns and quit claims unto Johnson all permanent and perpetual easements for the installation of utilities related thereto, including but not limited to, water mains and sanitary sewers (hereinafter the “Easements”), which Easements are more particularly described on the aforesaid Plat as “EXISTING 10’ WIDE CITY OF SALISBURY UTILITY EASEMENT TO BE RELOCATED” binding to the area conveyed above and shown and described on said Plat, and being more particularly described on Exhibit B, attached hereto.

REFERENCE to the aforesaid deed and Plat and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH all the rights, ways, alleys, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto JWC Johnson Road, LLC, a Maryland limited liability company, an undivided one quarter (1/4) interest, GDM

Johnson Road, LLC a Maryland limited liability company, an undivided one quarter (1/4) interest, RDD Johnson Road, LLC, a Maryland limited liability company , an undivided one quarter (1/4) interest and H & D Johnson Road, LLC , a Maryland limited liability company, an undivided one quarter interest (1/4) in equal shares, as tenants in common, their successors and assigns, forever in fee simple.

AS WITNESS the hand and seal of the said City of Salisbury the day and year first above written.

TEST

CITY OF SALISBURY

Kimberly R. Nichols, Clerk

By: James Ireton, Jr., Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared James Ireton, Jr., Mayor of the City of Salisbury, who acknowledged the foregoing deed to be its act and deed.

AS WITNESS my hand and Notarial Seal.

(SEAL)

Notary Public

My Commission Expires: _____

PREPARER CERTIFICATION

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

Robert A. Benson

EXHIBIT A

**Legal Description of a portion of Stanley Court
Cul-de-sac owned by the City of Salisbury to be conveyed to the JWC Johnson Road, LLC,
et.al.**

All that tract or parcel of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the north side of Lot 1A as shown on a plat prepared by Parker and Associates, Inc. titled "Resubdivision of Lots 1 & 2 and Stanley Court Relocation for JWC Johnson Road, LLC, Et. Al. T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows: Beginning at a point that is South 76 degrees 39 minutes 38 seconds East a distance of 152.46 feet from an iron pipe placed at the northwesterly corner of Lot 1A;

thence running by and with the south side of the Proposed Stanley Court South 76 degrees 39 minutes 38 seconds East a distance of 73.39 feet to an iron pipe placed;

thence running by and with the south side of the dedicated portion of the Proposed Stanley Court cul-de-sac to remain and owned by the City of Salisbury, an arc to the right with a radius of 35.00 feet and a distance of 41.57 feet with a chord bearing of South 42 degrees 38 minutes 02 seconds East with a chord distance of 39.17 feet to an iron pipe placed;

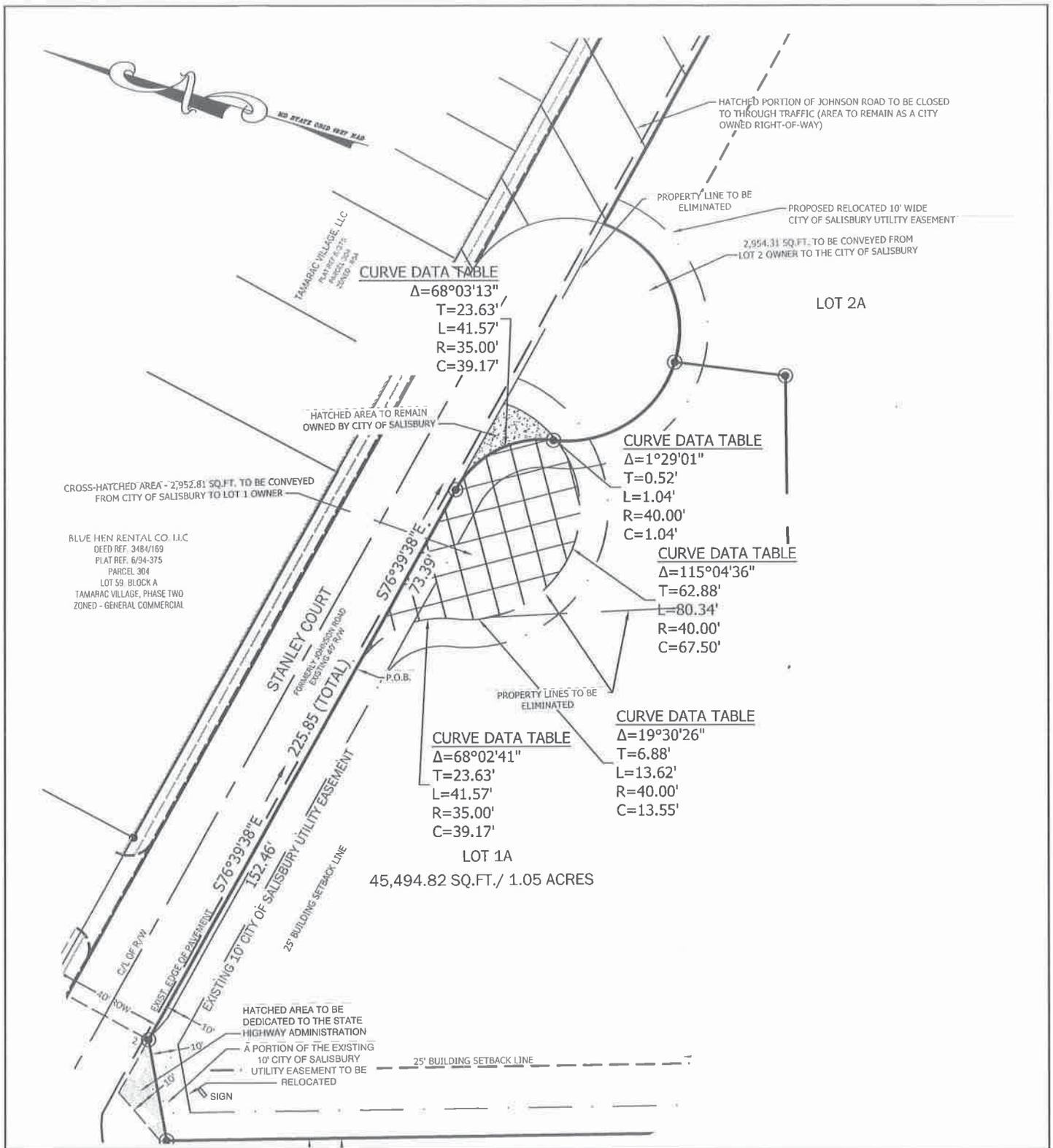
thence along the south side of the dedicated portion of the Proposed Stanley Court cul-de-sac to remain and owned by the City of Salisbury, an arc to the left with a radius of 40.00 feet and a distance of 1.04 feet with a chord bearing of South 09 degrees 20 minutes 49 seconds East and a chord distance of 1.04 feet;

thence leaving the intersection of the relocated portion and the platted proposed portion of the Proposed Stanley Court cul-de-sac and running by and with the southerly side of the platted portion of the Stanley Court cul-de-sac area to be conveyed by the City, an arc to the right with a radius of 40 feet and a distance of 80.34 feet and a chord bearing of North 85 degrees 40 minutes 12 seconds West and a chord distance of 67.50 feet;

thence by and with the easterly property line of the former Lot 1 and the westerly side of the platted portion of the Stanley Court cul-de-sac area to be conveyed by the City, an arc to the right with a radius of 40 feet and a distance of 13.62 feet with a chord bearing of North 18 degrees 22 minutes 12 seconds West with a chord distance of 13.55 feet;

thence running by and with the former Lot 1 on the southern side of the platted portion of the Stanley Court cul-de-sac an arc to the left with a radius of 35.00 feet and a distance of 41.57 feet, with a chord bearing of North 42 degrees 38 minutes 15 seconds West and a chord distance of 39.17 feet to the place of beginning, containing 2,952.81 sq. ft./0.07 acres.

EXHIBIT A PLAT



STANLEY COURT CUL-DE-SAC OWNED BY CITY OF SALISBURY TO BE CONVEYED TO JWC JOHNSON ROAD, LLC, ETAL

CITY OF SALISBURY
 NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

1" = 50'	DATE	04/29/15	TAX MAP	XXX	GRID	XX
JOB NO.	S1538A	DRAWN BY	RDS	PARCEL	XXX	

SURVEYING FORESTRY

PARKER

ESTABLISHED 1977

SALISBURY MARYLAND 410-740-1023

& ASSOCIATES

CIVIL ENGINEERING INC. SITE PLANNING



528 RIVERSIDE DRIVE
 SALISBURY, MD 21801
 PHONE: 410-749-1023
 FAX: 410-749-1012
 WWW.PARKERANDASSOCIATES.ORG

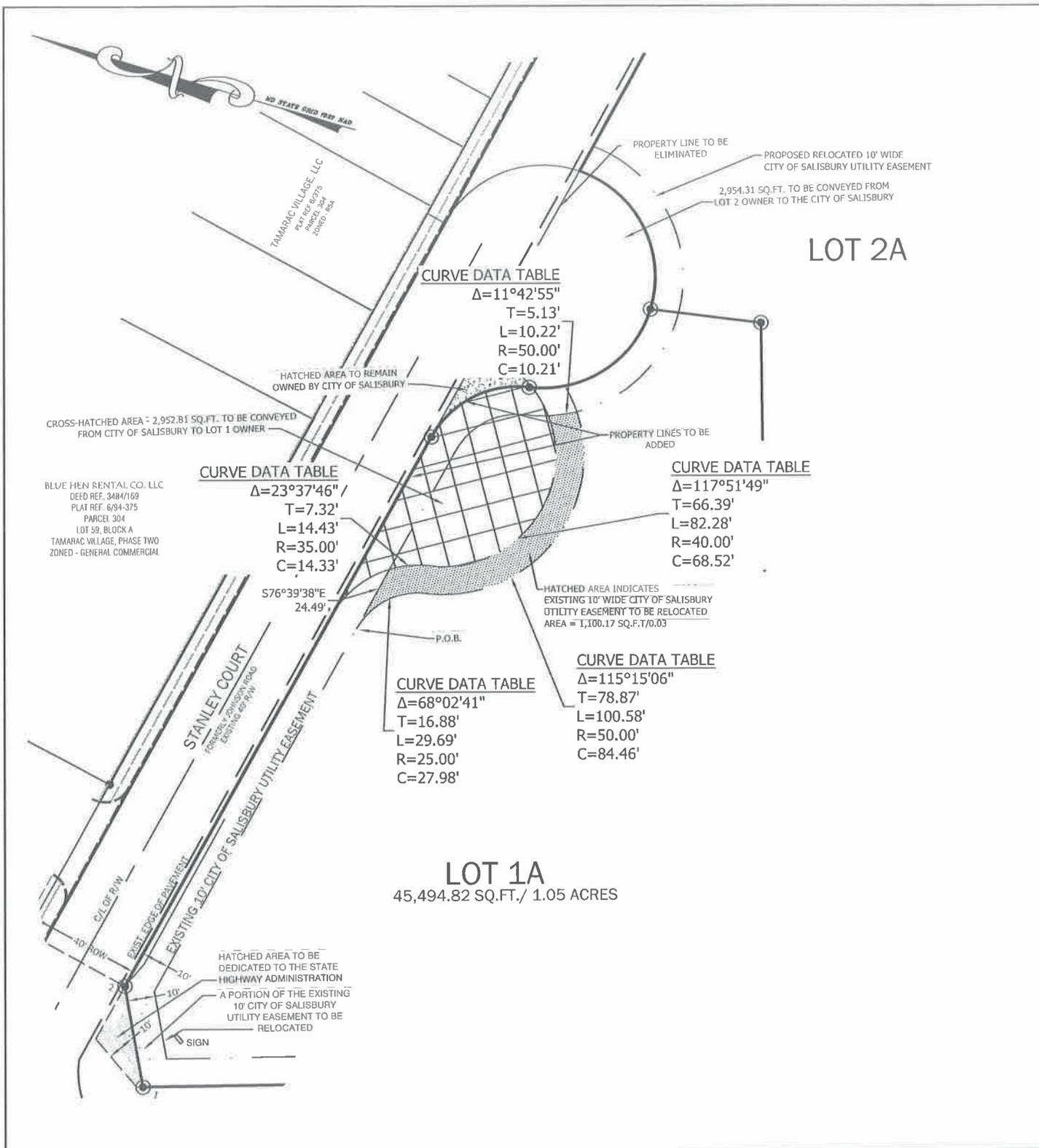
LAND SURVEYING CIVIL ENGINEERING • LAND PLANNING FORESTRY SERVICES

Legal Description for the 10' Wide City of Salisbury Utility Easement to be Abandoned

All those lots, tracts or parcels of land situate, lying and being in Nutters Election District, of Wicomico County, State of Maryland, and binding upon the south side of Stanley Court cul-de-sac, being the 10' Wide City of Salisbury Utility Easement to be relocated as shown on a plat prepared by Parker and Associates titled "Resubdivision of Lots 1 & 2 & Stanley Court Relocation for JWC Johnson Road, LLC, ET AL T/C" intended to be recorded in the Land Records of Wicomico County, Maryland and being more particularly described as follows:

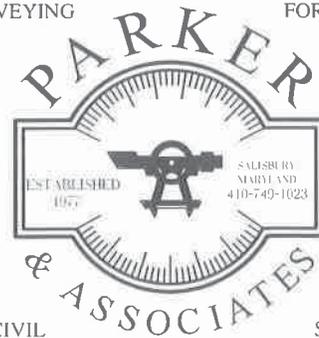
Beginning on the south side of but not adjacent to Stanley Court at the intersection of the south side of the existing 10' City of Salisbury Utility Easement and the 10' City of Salisbury Utility Easement to be Relocated, thence running by and with the south side of the existing 10' City of Salisbury Utility Easement South 76 degrees 39 minutes 38 seconds East a distance of 24.49 feet to a point on a non-tangent curve, thence running by and with said non-tangent curve to the right a radius of 35.00 feet and a distance of 14.43 feet with a chord bearing of South 20 degrees 25 minutes 50 seconds East and a chord distance of 14.33 feet to a point at a reverse curve, thence by with said reverse curve a radius of 40.00 feet and a distance of 82.28 feet with a chord bearing of South 67 degrees 32 minutes 51 seconds East and a chord distance of 68.52 feet to a point on a non-tangent curve and being the northeasterly corner of the herein described easement, thence by and with the non-tangent curve to the left a radius of 50.00 feet and a distance 10.22 feet with a chord bearing of South 23 degrees 34 minutes 45 seconds East and a chord distance of 10.21 feet to a point on a non-tangent curve and the southeasterly corner of the herein described easement, thence by and with the non-tangent curve to the right a radius of 50.00 feet a distance of 100.58 feet with a chord bearing of North 66 degrees 14 minutes 30 seconds West and a chord distance of 84.46 feet to a reverse curve, thence by and with the reverse curve a radius of 25.00 feet a distance of 29.69 feet with a chord bearing of North 42 degrees 38 minutes 17 seconds West and a chord distance of 27.98 feet to the place of beginning, containing 1,100.17 sq. ft./0.03 acres.

EXHIBIT B PLAT



CITY OF SALISBURY UTILITY EASEMENT
TO BE ABANDONED

SURVEYING FORESTRY



CITY OF SALISBURY
NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

1" = 50'	DATE	04/29/15	TAX MAP	XXX	GRID	XX
JOB NO. S1538A	DRAWN BY	RDS	PARCEL	XXX		

CIVIL ENGINEERING INC. SITE PLANNING

Memo

To: Tom Stevenson
From: Susan Phillips
Date: January 30, 2015
Re: Fine Increase Ordinance Cover Memo

Attached you will find the final draft of an ordinance increasing the fine amounts.

Section 1.16.100 C outlines the penalties for violating the City of Salisbury Municipal Code. The current fine amount is \$250 (two hundred fifty dollars) for the initial offense and \$500 (five hundred dollars) for each repeat offense, and each day the violation continues shall constitute a separate offense.

The new legislation is proposing to increase the fine amounts from \$250 (two hundred fifty dollars) to \$500 (five hundred dollars) for the initial offense, and from \$500 (five hundred dollars) to \$1,000 (one thousand dollars) for each repeat offense.

This increase will be consistent with the Annotated Code of Maryland's (section 6-101 & 6-102) fine structure. Please see the attachments provided.

In addition, the City of Salisbury's Charter (section SC5-1,38 (b) [1]) allows for fines to be written in the amount up to \$1,000 (one thousand dollars). This code change will create consistency between the code and charter. Please see attachments provided.

Unless you or the mayor has any questions please forward this information to the city council for review and consideration.

1
2
3 **CITY OF SALISBURY**
4 **ORDINANCE NO.**
5 **DRAFT**
6
7

8 AN ORDINANCE of the Mayor and Council of the City of Salisbury amending
9 Sections 1.16.100 C to increase the amount of fines contained therein.
10

11 **WHEREAS**, current Section 1.16.100 C outlines the penalties for violating certain
12 codes; and
13

14 **WHEREAS**, the dollar amounts of said fines are insufficient to compel adherence to the
15 various codes referred to; and
16

17 **WHEREAS**, the increase in fine amounts will be consistent with the State of Maryland
18 penalties and fine amounts; and
19

20 **NOW, THEREFORE**, be it enacted and ordained by the Council of the City of
21 Salisbury, Maryland, that Chapter 1.16.100 C, be amended as follows:
22
23

24 **1.16.100 C.**

25 The violations of the following codes and ordinances are declared to be an infraction, and
26 the penalty for such violation shall not exceed ~~two hundred fifty dollars (\$250.00)~~ five
27 hundred dollars (\$500.00) for each initial offense and shall not exceed ~~five hundred dollars~~
28 ~~(\$500.00)~~ one thousand dollars (\$1,000.00) for each repeat offense, and each day the
29 violation continues shall constitute a separate offense:
30

- 31
- 32 1. Building code;
 - 33 2. Electric code;
 - 34 3. Plumbing code;
 - 35 4. Housing, maintenance and occupancy code;
 - 36 5. Zoning code, except for business, commercial or industrial use violations;
 - 37 6. The Fire Prevention Code;
 - 38 7. The International Mechanical Code;
 - 39 8. The International Residential Code;
 - 40 9. The NFPA 101 Life Safety Code.
- 41
42

43 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY,
44 MARYLAND, that the Ordinance shall take effect upon final passage.

45
46 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
47 Salisbury held on the _____ day of _____, 2014 and thereafter, a statement of the
48 substance of the ordinance having been published as required by law, in the meantime, was
49 finally passed by the Council on the ____ day of _____, 2014.

50 ATTEST:

51

52

53 _____
54 Kimberly R. Nichols, City Clerk

Jake Day, City Council President

54

55

56

57 Approved by me, this _____ day of _____, 2014.

58

59

60

61 _____
62 James Ireton, Jr.,

63 Mayor

64

64



1 of 2 DOCUMENTS

Annotated Code of Maryland
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*** Statutes current through 2014 legislation ***

LOCAL GOVERNMENT
DIVISION II. MUNICIPALITIES
TITLE 6. VIOLATIONS OF ORDINANCES AND RESOLUTIONS

GO TO MARYLAND STATUTES ARCHIVE DIRECTORY

Md. LOCAL GOVERNMENT Code Ann. § 6-101 (2014)

§ 6-101. Violations punishable as misdemeanors

(a) In general. -- The legislative body of a municipality may provide that violations of ordinances and resolutions authorized by this division are punishable as misdemeanors.

(b) Penalty limits. -- A penalty for a violation of an ordinance or resolution that is declared to be a misdemeanor under this section may not exceed imprisonment for 6 months or a fine of \$ 1,000 or both.

(c) Imprisonment in default of fines and costs. -- *Sections 7-504 and 7-505 of the Courts Article* shall govern imprisonment in default of fines and costs.

HISTORY: An. Code 1957, art. 23A, § 3(a); 2013, ch. 119, § 2.

NOTES: REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 23A, § 3(a).

In subsection (b) of this section, the reference to "imprisonment for 6 months or a fine of \$1,000 or both" is substituted for the former reference to "a fine of \$1,000 and imprisonment for 6 months" for consistency with other penalty provisions in the Code.

DEFINED TERM:

"Municipality"

§ 1-101

NOTES APPLICABLE TO ENTIRE ARTICLE

EDITOR'S NOTE. --The cases appearing in the notes to this article were decided under the former statutes in effect prior to the 2013 revision. These earlier cases have been moved to pertinent sections of the revised material where they may be used in interpreting the current statutes. Internal references have also been updated.

Editor's notes from legislation affecting the statutes from which the provisions of this article were derived may have been retained and may appear under pertinent provisions of this article.

Section 7, ch. 119, Acts 2013, provides that "it is the intention of the General Assembly that, except as expressly provided in this Act, this Act shall be construed as a nonsubstantive revision, and may not otherwise be construed to render any substantive change in the law of the State."

Section 8, ch. 119, Acts 2013, provides that "the catchlines, captions, Revisor's Notes, Special Revisor's Notes, and General Revisor's Notes contained in this Act are not law and may not be considered to have been enacted as part of this Act."

Section 9, ch. 119, Acts 2013, provides that "nothing in this Act affects the term of office of an appointed or elected member of any commission, board, office, department, agency, or other unit. An individual who is a member of a unit on the effective date of this Act shall remain a member for the balance of the term to which appointed or elected, unless the member sooner dies, resigns, or is removed under provisions of law."

Section 10, ch. 119, Acts 2013, provides that "except as expressly provided to the contrary in this Act, any transaction or employment status affected by or flowing from any change of nomenclature or any statute amended, repealed, or transferred by this Act remains valid after the effective date of this Act and may be terminated, completed, consummated, or enforced as required or allowed by any statute amended, repealed, or transferred by this Act as though the repeal, amendment, or transfer had not occurred. If a change in nomenclature involves a change in name or designation of any State unit, the successor unit shall be considered in all respects as having the powers and obligations granted the former unit."

Section 11, ch. 119, Acts 2013, provides that "the continuity of every commission, board, office, department, agency, or other unit is retained. The personnel records, files, furniture, fixtures, and other properties and all appropriations, credits, assets, liabilities, and obligations of each retained unit are continued as the personnel, records, files, furniture, fixtures, properties, appropriations, credits, assets, liabilities, and obligations of the unit under the laws enacted by this Act."

Section 12, ch. 119, Acts 2013, provides that "except as expressly provided to the contrary in this Act, any person licensed, registered, certified, or issued a permit or certificate by any commission, office, department, agency, or other unit established or continued by any statute amended, repealed, or transferred by this Act is considered for all purposes to be licensed, registered, certified, or issued a permit or certificate by the appropriate unit continued under this Act or the duration of the term for which the license, registration, certification, or permit was issued, and may renew that authorization in accordance with the appropriate renewal provisions of this Act."

Section 13, ch. 119, Acts 2013, provides that "this Act does not rescind, supersede, change, or modify any rule adopted by the Court of Appeals that is or was in effect on the effective date of this Act concerning the practice and procedure in and the administration of the appellate courts and the other courts of the State."

Section 14, ch. 119, Acts 2013, provides that "the publisher of the Annotated Code of Maryland, in consultation with and subject to the approval of the Department of Legislative Services, shall correct, with no further action required by the General Assembly, cross-references and terminology rendered incorrect by this Act or by any other Act of the General Assembly of 2013 that affects provisions enacted by this Act. The publisher shall adequately describe any such correction in an editor's note following the section affected."

Section 15, ch. 119, Acts 2013, provides that the act shall take effect October 1, 2013.



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*** Statutes current through 2014 legislation ***

LOCAL GOVERNMENT
DIVISION II. MUNICIPALITIES
TITLE 6. VIOLATIONS OF ORDINANCES AND RESOLUTIONS

GO TO MARYLAND STATUTES ARCHIVE DIRECTORY

Md. LOCAL GOVERNMENT Code Ann. § 6-102 (2014)

§ 6-102. Municipal infractions

(a) In general. --

(1) Unless State law classifies a violation as a criminal offense, the legislative body of a municipality may provide, by law, that a violation of a municipal ordinance is a municipal infraction.

(2) A municipal infraction is a civil offense.

(b) Zoning or land use ordinance or regulation; littering. -- The legislative body of a municipality may classify as a municipal infraction:

(1) a violation of an ordinance or regulation concerning zoning or land use; and

(2) littering in the municipality as prohibited under § 10-110 of the Criminal Law Article.

(c) Fine. --

(1) A fine not exceeding \$ 1,000 may be imposed for each municipal infraction.

(2) The fine is payable to the municipality by the person charged in the citation within 20 calendar days of service of the citation.

HISTORY: An. Code 1957, art. 23A, § 3(b)(1), (2); 2013, ch. 119, § 2.

NOTES: REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 23A, § 3(b)(1) and (2).

In subsection (a)(1) of this section, the reference to the legislative body providing "by law" that a violation of a municipal ordinance is a municipal infraction is added for clarity.

Also in subsection (a)(1) of this section, the reference to "a criminal offense" is substituted for the former reference to "a felony or a misdemeanor" for brevity as the term "criminal offense" encompasses both felonies and misdemeanors.

In subsection (a)(2) of this section, the former phrase "[f]or purposes of this article" is deleted as surplusage.

In subsection (b)(1) of this section, the former reference to an ordinance or regulation "authorized to be adopted or enacted by that municipality" is deleted as surplusage.

DEFINED TERMS:

Md. LOCAL GOVERNMENT Code Ann. § 6-102

"Municipality"	§ 1-101
"Person"	§ 1-101
"State"	§ 1-101

USER NOTE: For more generally applicable notes, see notes under the first section of this part, subtitle, title, division or article.

§ SC5-1 - Enumeration

A. The City of Salisbury shall have the power:

- (1) Aisles. To regulate and prevent the obstruction of aisles in public halls, churches and places of amusement.
- (2) Amusements. To provide for the restraining of theatrical or other public amusements of an immoral or indecent nature within the city.
- (3) Auctioneers. To regulate and license auctioneers who cry any public sales within the corporate limits of the city.
- (4) Bawdy houses. To suppress streetwalkers and to prohibit or restrain the keeping of bawdy houses or houses of ill fame within the limits of the city.
- (5) Buildings. To make reasonable regulations in regard to buildings to be erected in the city and to grant building permits for the same; to formulate a building code and a plumbing code and to appoint a building inspector and a plumbing inspector and to require reasonable charges for permits and inspections; to regulate and restrict the height, number of stories, and size of buildings and other structures, the size of yards, courts and open spaces; and the location and use of buildings, structures and land for trade, industry or residence or tanks, pumps or other fixtures; to establish the distance buildings or any part thereof, fences or walls shall be erected from inner curb of street line; to direct in what part of the city wooden buildings shall not be erected or constructed; to authorize and require the inspection of all buildings and structures and to authorize the condemnation thereof in whole or in part when dangerous or insecure and to require that such buildings and structures be made safe or taken down.
- (6) Contracts. To contract with any corporation, firm or person for the lighting of the city or a part thereof, either with electricity or gas or by such means as may be deemed proper; and to contract for water for use at fires or for other city purposes, provided that no contract so entered into shall be for a longer period than three (3) years.
- (7) Codification. To provide for the codification of all ordinances which have been or may hereafter be passed.
- (8) Disorder. To restrain all disorder, disturbances, annoyances, disorderly conduct and drunkenness.
- (9) Dogs. To regulate the keeping of dogs in the city and to provide for the licensing and taxing of the same; to provide for disposition of homeless dogs and dogs on which no license or taxes are paid.
- (10) Exits. To regulate the construction and maintenance of exits from places of amusements and all public buildings.
- (11) Explosives. To prevent and regulate the storage of gunpowder, oil or other combustible matter in such quantities and in such places as may be deemed proper; to prevent firing of guns, cannons, pistols, rifles, slingshots, firecrackers or other fireworks or other explosives within the city.
- (12) Fire. To suppress fires and prevent the dangers thereof and to establish and maintain a Fire Department; to inspect buildings for the purpose of reducing fire hazards, to issue regulations concerning fire hazards and to forbid and prohibit the use of fire-hazardous buildings and

structures permanently or until the conditions of city fire hazard regulations are met; and to take all other measures necessary to control and prevent fires in the city.

- (13) Food. To inspect and require the condemnation, if unwholesome, and to regulate the sale of meats, poultry, fish, butter, oleomargarine, cheese, lard, vegetables and all other food products.
- (14) Franchises. To grant franchises to electric, gas, telephone, telegraph, street railway, taxicab, bus, water, heating, sewer or drain companies and to any others which may be deemed advantageous and beneficial to the city, and the city, notwithstanding anything that may be set out in any such franchise, shall not have the power to divest itself of its police power to regulate and control the use of the streets, alleys, highways and other public places of the city under any franchise that may be so granted by it; all franchises so granted by the city under this Charter power shall be for a definite term of years, not exceeding twenty-five, and shall be renewable at the discretion of the city, and such franchises shall specifically set out the nature, right and duration of the same, and no power or right not expressed in such franchises shall pass thereunder; and for any franchises hereafter granted by the city under this Charter power the city may make an original, and thereafter an annual charge for using the streets, alleys, highways and other public places of the city; provided, however, that none of the terms and provisions of this Subsection A(14) shall be applicable or affect any franchises, rights and privileges heretofore or hereafter originating under any public general or public local law of this state, or to any franchises, rights and privileges heretofore granted by the city or otherwise existing on the date of enactment hereof, for the use of the streets, highways, alleys and other public places of the city.
- (15) Gambling. To prevent gambling and games of chance.
- (16) Garbage. To provide for the collection and removal of filth, garbage or any matter or thing that is or may become injurious to the health or comfort of the inhabitants of Salisbury and to contract for the collection and removal of same or to have same removed or any nuisance abated by the city; to provide whether the expense, if any, shall be borne by individual property owners or tenants or shall be paid for in whole or in part by the city.
- (17) Grants-in-aid. To accept gifts and grants of federal or state funds from the federal or state governments or any agency thereof, and to expend the same for any lawful public purpose, agreeable to the conditions under which the gift or grant was made.
- (18) Hawkers. To regulate and provide for the issuing of licenses or permits for hawking, peddling and vending of wares and merchandise of every description upon the public ways of the city and to regulate and provide for the issuing of licenses or permits to all persons who may go from house to house to vend or sell any wares or merchandise; to regulate and provide for the issuing of licenses to all traveling persons who dispense medicines or medical advice.
- (19) House numbers. To regulate the numbering of houses and lots and to compel owners to renumber the same, or in default thereof, to authorize and require the same to be done by the city, at the owner's expense, such expense to constitute a lien upon the property and to be enforceable as provided in the ordinance.
- (20) Jail. To establish and regulate a station house or lockup for temporary confinement of violators of the laws and ordinances of the city.
- (21) Licenses. To issue licenses to any and all persons entering into or beginning transient business in the city for the sale of any goods, wares or merchandise; to regulate and license all restaurants, barbershops, pawnbrokers, junk dealers, fire and slaughter sales and auction sales;

to regulate and license all nine- and ten-pin alleys, skating rinks, pool and billiard tables, theaters, moving-picture shows, boxing and sparring matches and wrestling contests and also exhibitions of every kind; to license or regulate any other business or calling.

- (22) Merit system. To establish and maintain a merit and pension system; all city employees, except heads of offices, departments and agencies, and members of boards and commissions shall be included in the classified service under such merit and pension system.
- (23) Minor privileges. To regulate or prevent the use of streets, sidewalks and public places for signs, awnings, posts, steps, railings, entrances, racks, posting handbills and advertisements and display of goods, wares and merchandise.
- (24) Nuisances. To regulate, restrain or prohibit the running at large of all animals and fowl on any of the public ways of the city; to regulate all stockyards, cattle pens, hog pens and slaughterhouses within the city or provide for their removal from the corporate limits thereof; to regulate and control all offensive trades, manufacture and traffic in offensive fertilizer or other commodities within the city limits; to regulate or suppress slaughterhouses and smokehouses within the city and to regulate canning houses within the corporate limits; to abate by appropriate ordinance all nuisances in the city which are so defined at common law, by this Charter or by the laws of the State of Maryland, whether the same be herein specifically named or not; to prevent, remove and abate all nuisances or obstructions in or upon the public ways, drains or watercourses, or in or upon any lot adjacent thereto, or any other place within the limits of the city; to remove or cause to be removed houses or other structures that may be dangerous to persons passing along or over any of the public ways of the city.
- (25) Parking lots. To license, regulate, establish, operate, acquire, own and maintain parking lots.
- (26) Parks and playgrounds. To establish and maintain public parks and playgrounds.
- (27) Public property. To control and protect the public grounds and property of the city; to provide for protection of all public property, cemeteries and property of all public service companies or corporations.
- (28) Public utilities. To establish, own, control, operate, maintain and manage a wharf for the use of the city, a public market and a plant or plants and system or systems for supplying water to and for the city and the inhabitants thereof, and adjacent thereto, or any one (1) or more of them, and to exercise police power to regulate and control the use of the streets, alleys and highways and other public places of the city by electric, gas, telephone, telegraph, street railway, taxicab, bus, water, heating, sewer and drain companies, and to purchase or condemn, as hereafter provided, any property whatsoever, in fee simple or otherwise, for the purpose of establishing, owning, controlling, operating, maintaining or managing any such wharf or market or plant or plants and system or systems for water supply.
- (29) Railroads; safety appliances at and maintenance of grade crossings. To regulate the erection and maintenance of proper safety appliances by railroads at street crossings and to regulate the installation, repair and maintenance of all crossings by planking or otherwise for all public ways so that such crossing is adequate for traffic.
- (30) Rent control. To regulate and control the increase in rental fees charged by certain landlords and to regulate and define the legal rights, remedies, obligations and penalties of parties to any rental agreement and to provide both civil and criminal enforcement procedures for any violations.
- (31)

Sewers. To grant franchises and regulate the putting of sewers or drains on or under its public ways and the charges for entering same.

- (32) Sidewalks. To regulate the use of sidewalks and all structures on, under or above same and to require the owner or occupant of the premises to keep the sidewalks in front of the premises and the gutters thereof free from snow and other obstructions and to prescribe hours for cleaning same.
- (33) Sweepings. To regulate and prevent the throwing of sweepings, dust, ashes, offal, garbage, paper, handbills, dirty liquids or other materials into any public way or on any vacant lot in the city.
- (34) Transit system. To acquire, by purchase or lease, operate and maintain motor buses or other vehicles for the purpose of transporting persons for hire, both within the city and between the city and points located outside the corporate limits of the city.
- (35) Vagrants. To punish and suppress tramps and vagrants.
- (36) Vehicles. To regulate, license and tax carts, wagons, carriages, automobiles and other vehicles used in the city for transporting goods or persons for hire; to regulate the speed of horses, wheeled vehicles, bicycles, motorcycles, automobiles and locomotives in the city limits.
- (37) Voting machines. To purchase, rent, install and maintain voting machines for use in elections.
- (38) Enforcement of ordinances.
 - (a) The Council has the power, pursuant to Article 23A, § 3(a) of the Annotated Code of Maryland, to provide that violations of ordinances and resolutions of the city shall be punishable as misdemeanors, unless otherwise specified as an infraction. No penalty for such violation shall exceed a fine of one thousand dollars (\$1000.) and imprisonment for six (6) months or such other limits as may be established by subsequent amendments to Article 23A, § 3(a). Any person subject to any fine, forfeiture or penalty has the right of appeal as is provided under the general laws of the State. The Council may provide that, if the violation is of a continuing nature and is persisted in, a conviction for one (1) violation shall not be a bar to a conviction for a continuation of the offense subsequent to the first or any succeeding violation.

(b) Municipal infractions.

- [1] The Council may provide that violations of any municipal ordinance shall be a municipal infraction unless that violation is declared to be a felony or misdemeanor* by the laws of the state of** other ordinance. For purposes of this section, a municipal infraction is a civil offense.
- [2] A fine not to exceed one thousand dollars (\$1000.) may be imposed for each conviction of a municipal infraction. The fine is payable by the offender to the municipality within twenty (20) calendar days of receipt of a citation. Repeat offenders may be assessed a fine not to exceed one thousand dollars (\$1000.) for each repeat offense, and each day a violation continues shall constitute a separate offense.
- [3] Any person receiving a citation for an infraction may elect to stand trial for the offense by notifying the city in writing of this intention at least five (5) days prior to the date set for payment of the fine. Failure to pay the fine or give notice of intent to stand trial may result in an additional fine or adjudication by the court.
- [4] Adjudication of a municipal infraction is not a criminal conviction for any purpose, nor does it impose any of the civil disabilities ordinarily imposed by a criminal conviction.

[1959 Code, sec. 310. 1951, ch. 534, sec. 29] [Amended 10-24-72 by Res. No. 161; 6-9-75 by Res. No. 187; 1-19-83 by Res. No. 247; 9-8-85 by Ord. No. 781; 2-26-96 by Res. No. 522; 2-26-96 by Res. No. 523]

* Editor's Note: So in original. Probably should read "misdemeanor."

** Editor's Note: So in original. Probably should read "or."

Memo

To: Tom Stevenson
From: Susan Phillips
Date: October 27, 2014
Re: 15.22 Vacant Building Billing Date Change

Attached you will find an ordinance amending the renewal billing date for the vacant building registrations. The Department of Internal Services has expressed a need in changing the date from the current month (December) to June of each year since many renewals are due at that time.

Unless you or the mayor has any questions please forward this information to the city council for review and consideration.

CITY OF SALISBURY
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND
CHAPTER 15.22.040(B) OF THE SALISBURY MUNICIPAL CODE TO
CHANGE THE REGISTRATION BILLING DATE FOR VACANT
BUILDINGS LOCATED IN THE CITY.

WHEREAS, it has come to the attention of the Mayor and Council that there is a
need to amend the billing date for the registration of vacant buildings from January of each
year until June of each year; and

WHEREAS, the City desires to amend the billing date to assist in the administrative
procedures requirements of the vacant buildings registry.

NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, in regular
session that Chapter 15.22.040(B) of the Salisbury Municipal Code be Amended as follows:

15.22.040 Vacant Building Registration

B. Registration. Each such owner of a vacant building shall file a registration
form with the department of neighborhood services and code compliance.
The registration form shall include the street address of each such vacant
building, the names and addresses of all owners, as hereinafter described, and
any other information deemed necessary by the director. The registration
fee(s) as required by subsection C of this section shall be billed by the
department of neighborhood services and code compliance and shall be paid
by ~~January~~ June 1st of each year.

1. If the owner is a corporation, the registration statement shall provide
the names and residence addresses of all officers and directors of the
corporation;
2. If the owner is an estate, the registration shall provide the name and
business address of the personal representative of the estate;
3. If the owner is a trust, the registration shall provide the names and
address of all trustees, grantors and beneficiaries;

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

July 1, 2015

TO: Tom Stevenson
FROM: Chief Barbara Duncan
Subject: Noise Ordinance

Attached please find the amended versions of Chapter 8.20 Noise, and Chapter 17.184 Environmental Noise Standards of the Salisbury City Code.

Chapter 8.20 has been amended in order to reduce confusion on the part of the public by providing a more clearly defined schedule during which construction can legally be conducted within the City.

Chapter 17.184 has been amended to provide the public with the City's policy on the prevention of excessive noise within Salisbury. The amendments also clarify and add definitions to this chapter while providing certain designated City personnel the ability to measure noise levels with appropriate measuring devices.



Barbara Duncan
Chief of Police

1• **Chapter 8.20 – NOISE**

2

3 **Sections:**

4 FOOTNOTE(S):

5 --- (2) ---

6 **Note**—Prior code history: Prior code §§ 102-1—102-11.

7• **8.20.010 - Unreasonably loud noises prohibited.**

8 A. It shall be unlawful for any person to make, continue or cause to be made or continued
9 any unreasonably loud noise or any noise which either annoys, disturbs, injures or
10 endangers the comfort, repose, health, peace or safety of others, within the corporate
11 limits of the city of Salisbury.

12

13 B. It shall be unlawful for any person to knowingly permit the making, creation or
14 maintenance of unreasonably loud noises upon any premises owned or possessed by him
15 or under his control.

16 (Ord. 1913 (part), 2004)

17• **8.20.020 - Prohibited noises enumerated.**

18 The following acts, among others, are hereby declared to be unreasonably loud noises, in violation
19 of this chapter:

20 A. Horns, Signaling Devices, etc. The sounding of any horn or signaling device on any
21 automobile, motorcycle or other vehicle on any street or other public place of the city, except
22 as a danger warning; the creation by means of any such signaling device of any
23 unreasonably loud or harsh sound; the sounding of any such device for an unnecessary and
24 unreasonable period of time; the use of any signaling device except one operated by hand or
25 electricity; the use of any horn, whistle or other device operated by engine exhaust; and the
26 use of any such signaling device when traffic is for any reason held up.

27 B. Radios, Phonographs, etc.

28

29 1. The using, operating or permitting to be played, used or operated any radio receiving
30 set, musical instrument, phonograph or other machine or device for the producing or
31 reproducing of sound in such manner as to disturb the peace, quiet and comfort of the

32 neighboring inhabitants or at any time with louder volume than is necessary for
33 convenient hearing for the persons who are in the room, vehicle or chamber in which
34 such machine or device is operated and who are voluntary listeners thereto; the
35 operation of any such set, instrument, phonograph, machine or device between the
36 hours of eleven p.m. and seven a.m. in such a manner as to be plainly audible at a
37 distance of fifty (50) feet from the building, structure or vehicle in which it is located shall
38 be prima facie evidence of a violation.

- 39
- 40 2. The using, operating or permitting to be played, used or operated any radio receiving
41 set, musical instrument, phonograph or other machine or device for the producing or
42 reproducing of sound on any street or other public ways in such a manner as is
43 unreasonably loud so as to disturb the peace, quiet and comfort of other persons or at a
44 louder volume than is necessary for convenient hearing of the individual carrying the
45 instrument, machine or device, or those individuals immediately adjacent thereto and
46 who are voluntary listeners thereto.

47

48 C. Loudspeakers or Amplifiers for Advertising.

49 The using, operating or permitting to be played, used or operated of any radio receiving set,
50 musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for
51 the producing or reproducing of sound which is cast upon the public streets for the purpose
52 of commercial advertising or attracting the attention of the public to any building or structure,
53 except as provided in Sections [8.20.030](#) through [8.20.120](#) of this chapter.

54

55 D. Yelling, Shouting, etc.

- 56 1. Yelling, shouting, hooting, whistling or singing on the public streets or public areas, or
57 from private property in such a manner as to be plainly audible at a distance of fifty (50)
58 feet from the public street, public area, or private property from which
59 the noise emanates, between the hours of eleven p.m. and seven a.m.
- 60
- 61 2. Yelling, shouting, hooting, whistling or singing on the public streets or public areas or
62 from private property, between the hours of eleven p.m. and seven a.m. or at any time
63 or place so as to annoy or disturb the quiet, comfort or repose of persons in any office
64 or in any dwelling, hotel or other type of residence or of any persons in the vicinity, after
65 having been warned to quiet or cease such noisemaking.

66

67 E. Animals or Birds.

68 The keeping of any animal or bird which, by causing frequent or long-continued noise, shall
69 disturb the comfort or repose of any persons in the vicinity.

70
71

72 F. Exhausts.

73 The discharge into the open air of the exhaust of any steam engine, stationary internal
74 combustion engine, motorboat or motor vehicle, except through a muffler or other device
75 which will effectively prevent loud or explosive noises therefrom.

76

77 G. Motor Vehicles.

78 1. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such
79 manner as to create loud and unnecessary grating, grinding, rattling or other noise.

80

81 2. The making of frequent, repetitive sounds from engines or motor vehicles between the
82 hours of six p.m. and seven a.m. so as to annoy or disturb the quiet, comfort or repose
83 of persons in any dwelling, hotel or other type of residence or of any persons in the
84 vicinity after having been warned to quiet or cease such noisemaking.

85

86 H. Loading or Unloading Operations; Opening of Boxes.

87 1. The creation of a loud and excessive noise in connection with loading or unloading any
88 vehicle or the opening and destruction of bales, boxes, crates and containers.

89

90 2. The loading or unloading of any vehicle or the opening and destruction of bales, boxes,
91 crates and containers on any commercial property located within one hundred (100)
92 yards of a residential structure between the hours of eleven p.m. and seven a.m.

93

94 I. Construction or Repairing of Buildings.

95 The erection (including excavation), demolition, alteration or repair of any building other
96 than between the hours of seven a.m. and six p.m. on weekdays, Monday through
97 Friday, between the hours of nine a.m. and six p.m. on Saturday, and between the
98 hours of twelve p.m. and six p.m. on Sunday. except in case of urgent necessity in the
99 interest of public health and safety, and then only with a permit from the department of
100 neighborhood services and code compliance which permit may be granted for a period
101 not to exceed three days or less while the emergency continues and which permit may
102 be renewed for periods of three days or less while the emergency continues. If the
103 department of neighborhood services and code compliance should determine that the
104 public health and safety will not be impaired by the erection, excavation, demolition,
105 alteration or repair of any building within the hours of six p.m. and seven a.m. at
106 times other than the hours set forth herein, and if he it shall further determine that loss or
107 inconvenience would result to any party in interest, he the department may grant
108 permission for such work to be done within during the hours when it is
109 otherwise prohibited of six p.m. and seven a.m., upon application being made at the time
110 that the permit for work is awarded or during the progress of the work.

111

112 J. Schools, Courts, Churches or Hospitals.
113 The creation of any excessive noise on any street adjacent to any school, institution of
114 learning, church or court while the same are in use or adjacent to any hospital which
115 unreasonably interferes with the workings of such institution or which disturbs or unduly
116 annoys patients in the hospital, provided that conspicuous signs are displayed in such
117 streets indicating that the same is a school, hospital or court street.

118
119 K. Blowers.
120 The operation of any noise-creating blower or power fan or any internal combustion engine,
121 the operation of which causes noise due to the explosion of operating gases or fluids
122 between the hours of eleven p.m. and seven a.m., unless the noise from such blower or fan
123 is muffled, and such engine is equipped with a muffler device sufficient to deaden
124 such noise.

125
126 L. Trash Collection.
127 The collection of trash from commercial property, excluding an apartment complex, located
128 within one hundred (100) yards of a residential structure between eleven p.m. and seven
129 a.m.

130(Ord. 1971 (part), 2005; Ord. 1967 § 1, 2005; Ord. 1913 (part), 2004)

131• **8.20.030 - Definitions.**

132 For the purposes of this chapter, the following words and phrases shall have the meanings
133 respectively ascribed to them by this section:

134 "Sound-amplifying equipment" means any machine or device for the amplification of the human
135 voice, music or any other sound and shall not be construed to include standard automobile radios
136 when used and heard only by occupants of the vehicle in which installed or warning devices on
137 authorized emergency vehicles or horns or other warning devices on other vehicles used only for
138 traffic safety purposes.

139 "Sound truck" means any motor vehicle or horse-drawn vehicle having mounted thereon or
140 attached thereto any sound-amplifying equipment.

141(Ord. 1913 (part), 2004)

142• **8.20.040 - Registration statement required for noncommercial use.**

143 No person shall use or cause to be used a sound truck with its sound-amplifying equipment in
144 operation for noncommercial purposes in the city without filing a registration statement in writing with
145 the city clerk.

146(Ord. 1913 (part), 2004)

147• **8.20.050 - Form and contents of registration statement.**

148 A. A registration statement, as referred to in [Section 8.20.040](#) of this chapter, shall be filed in
149 duplicate and shall state the following:

- 150 1. The name and home address of the applicant;
- 151 2. The address of place of business of the applicant;
- 152 3. The license number and motor number of the sound truck to be used by
153 the applicant;
- 154 4. The name and address of the person who owns the sound truck;
- 155 5. The name and address of the person having direct charge of the sound truck;
- 156 6. The names and addresses of all persons who will use or operate the sound truck;
- 157 7. The purpose for which the sound truck will be used;
- 158 8. A general statement as to the section of the city in which the sound truck will be
159 used;
- 160 9. The proposed hours of operation of the sound truck;
- 161 10. The number of days of proposed operation of the sound truck;
- 162 11. A general description of the sound-amplifying equipment which is to be used;
- 163 12. The maximum sound-producing power of the sound-amplifying equipment to be
164 used in or on the sound truck.

165 B. The registration statement shall include the following:

- 166 1. The wattage to be used;
- 167 2. The volume in decibels of the sound which will be produced;
- 168 3. The approximate maximum distance for which sound will be thrown from the
169 sound truck.

170 (Ord. 1913 (part), 2004)

171• **8.20.060 - Time limit for amending registration statement after filing.**

172 All persons using, or causing to be used, sound trucks for noncommercial purposes, shall amend
173 any registration statement filed pursuant to [Section 8.20.040](#) of this chapter within forty-eight (48)
174 hours after any change in the information therein furnished.

175(Ord. 1913 (part), 2004)

176

177

178• **8.20.070 - Regulations for noncommercial use.**

179 Noncommercial use of sound trucks in the city with sound-amplifying equipment in operation shall be
180 subject to the following regulations:

181 A. The only sounds permitted are music or human speech.

182

183 B. Operations are permitted for four hours each day, except on Sundays and legal holidays
184 when no operations shall be authorized. The permitted four hours of operation shall be
185 between the hours of eleven-thirty a.m. and one-thirty p.m. and between the hours of four-
186 thirty p.m. and six-thirty p.m.

187

188 C. Sound-amplifying equipment shall not be operated unless the sound truck upon which such
189 equipment is mounted is operated at a speed of at least ten miles per hour except when
190 such truck is stopped or impeded by traffic. When stopped by traffic, the sound-amplifying
191 equipment shall not be operated for longer than one minute at each such stop.

192

193 D. Sound shall not be issued within one hundred (100) yards of hospitals, schools, churches or
194 courthouses.

195 E. The human speech and music amplified shall not be profane, lewd, indecent or slanderous.

196

197 F. The volume of sound shall be controlled so that it will not be audible for a distance in excess
198 of one hundred (100) feet from the sound truck and so that such volume is not unreasonably
199 loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility.

200

201 G. No sound-amplifying equipment shall be operated with an excess of fifteen (15) watts of
202 power in the last stage of amplification.

203(Ord. 1913 (part), 2004)

204• **8.20.080 - License required for commercial use.**

205 No person shall operate, or cause to be operated, any sound truck in the city for commercial
206 advertising purposes with sound-amplifying equipment in operation unless a license therefor has
207 been obtained from the city clerk. The fee for such license shall be one dollar (\$1.00).

208(Ord. 1913 (part), 2004)

209• **8.20.090 - Application for license—Contents.**

210 A person applying for a license, as required under [Section 8.20.080](#) of this chapter, shall file with the
211 city clerk an application in writing giving in such application the information required in the
212 registration statement under [Section 8.20.050](#) of this chapter.

213(Ord. 1913 (part), 2004)

214• **8.20.100 - Possession and display of license.**

215 A licensee under this chapter shall keep his license in his possession in the sound truck during the
216 time the sound truck's sound-amplifying equipment is in operation. Such license shall be promptly
217 displayed and shown to any policeman of the city upon request.

218(Ord. 1913 (part), 2004)

219• **8.20.110 - Issuance of license.**

220 The city clerk shall issue a license, as required under [Section 8.20.080](#) of this chapter, upon
221 payment of the required license fee unless the application required in [Section 8.20.090](#) indicates that
222 the applicant would be in violation of the regulations prescribed in [Section 8.20.120](#) or some other
223 provision of this chapter or other ordinance of the city.

224(Ord. 1913 (part), 2004)

225• **8.20.120 - Noncommercial regulations applicable to commercial use.**

226 No person shall operate, or cause to be operated, any sound truck for commercial sound-advertising
227 purposes in violation of the regulations set forth in [Section 8.20.070](#) of this chapter.

228(Ord. 1913 (part), 2004)

229• **8.20.130 - Violation.**

230 Any violation of this chapter shall be punishable as a misdemeanor.

231• (Ord. 2036, 2007: Ord. 1990, 2006: Ord. 1967 § 2, 2005)

232• **Chapter 17.184 - ENVIRONMENTAL NOISE STANDARDS**

233 **Sections:**

234• **17.184.010 - Definitions.**

235 As used in this chapter, the following terms shall have the meanings indicated:

236 "ANSI" The American National Standards Institute or its successor bodies.

237 "Daytime hours" means seven a.m. to ten p.m. local time.

238 "dBA" means the abbreviation for the sound level, in decibels, determined by the A-weighting
239 network of a sound-level meter or by calculation from an octave band or one-third octave band.

240 "Decibel (dB)". A unit of measure, on a logarithmic scale, or the ratio of a particular sound
241 pressure squared to a standard reference pressure squared. For the purpose of this section,
242 20 micropascals shall be the standard reference pressure.

243 "Emergency". Any occurrence or set of circumstances involving actual or imminent physical
244 trauma or property damage which demands immediate action.

245 "L_{dn}" means the abbreviation for the day-night average sound level, which means, in decibels,
246 the average sound level for a twenty-four-hour day with a ten-decibel penalty applied
247 to noise occurring during the nighttime period.

248 "L_{eq}" means the abbreviation for the equivalent sound level, which means the level of a constant
249 sound which, in a given situation and time period, would convey the same sound energy as
250 does the actual time-varying sound during the same period.

251 "Nighttime hours" means ~~ten p.m. to seven a.m., local time.~~ Monday through Friday from six
252 p.m. to seven a.m., Saturday from six p.m. to nine a.m., and Sunday from six p.m. to twelve
253 p.m., local time.

254 "Noise". The intensity, frequency, duration and character of sound, including sound and
255 vibration of subaudible frequencies.

256 "Person". Any individual, group of individuals, lessee, lessor, guest, licensee, firm, partnership,
257 voluntary association or private or public corporation (but not the Mayor and City council of the
258 City of Salisbury) responsible for the use of the property.

259 "Sound Level". In decibels, the weighted sound pressure level measured by the use of a sound
260 level meter satisfying the requirements of ANSI SI.4, 1971, Specifications for Sound Level
261 Meters. "Sound level" and "noise level" are synonymous.

262 "Sound level meter". An instrument meeting ANSI SI.4, 1974 Specification for Sound Level
263 Meters, comprising a microphone, an amplifier, an output meter and frequency weighting
264 network or networks, that is used for the measurement of sound pressure levels in a specified
265 manner.

266 “Sound pressure”. Minute fluctuations in atmospheric pressure which accompany the passage
267 of a sound wave.

268 “Sound pressure level”. In decibels, 20 times the logarithm to the base of 10 of the ratio of a
269 sound pressure to the reference sound pressure of 20 micropascals (20 micronewtons per
270 square meter). In the absence of any modifier, the level is to be that of a root-mean-square
271 pressure.

272 “Source”. Any person or property, real or personal, contributing to the noise.

273

274• **17.184.020 - Policy.**

275 It is hereby declared to be the policy of the Mayor and City Council of the City of Salisbury,
276 Maryland, to prohibit and prevent excessive noise as herein defined, for the purpose of
277 securing and promoting public health, comfort, convenience, safety, welfare, and peace and
278 quiet in residentially zoned districts.

279

280(Prior code § 150-240)

281• **~~17.184.020~~ 30 - General standards.**

282 A.

283 The following sound levels represent the general standards prescribed by the Maryland
284 Department of Health and Mental Hygiene for the state of Maryland by general zoning districts
285 under the Environmental Noise Act of 1974:

286 **TABLE 1**

287 **Environmental Noise Standards**

Zoning District	Level (dBA)	Measure

Industrial	70	L_{eg} (24)
Commercial	64	L_{dn}
Residential	55	L_{dn}

288

289 B.

290 For the purpose of this chapter, property which is not zoned residential, commercial or
 291 industrial shall be classified according to use as follows:

292

- 293 1. "Commercial" means property used for buying and selling goods and services.
- 294 2. "Industrial" means property used for manufacturing and storing goods.
- 295 3. "Residential" means property used for dwellings.

296 (Prior code § 150-241)

297

298• **17.184.030-40- Prohibitions—Exceptions—Exemptions.**

299 A. A person may not cause or permit noise levels which exceed those specified in the
 300 following table, except as provided under subsection (B), exceptions, and (C), exemptions,
 301 of this section:

302 **TABLE 2**

303 **Maximum Allowable Noise Levels by Zoning Category**

Effective Date	Day / Night	Industrial (dBA)	Commercial (dBA)	Residential (dBA)
January 1, 1980	Day	75	67	65
January 1, 1980	Night	75	62	55

304

305 B. Exceptions.

- 306 1. A person may not cause or permit noise levels emanating from construction or
307 demolition site activities which exceed:
- 308 a. Ninety (90) dBA during daytime hours;
 - 309 b. The levels specified in Table 2 during nighttime hours.
- 310
- 311 2. A person may not cause or permit the emission of prominent discrete tones and
312 periodic noises which exceed a level which is five dBA lower than the applicable level
313 listed in Table 2.
- 314
- 315 3. A person may not cause or permit beyond the property line of a source vibration of
316 sufficient intensity to cause another person to be aware of the vibration by such direct
317 means as sensation of touch or visual observation of moving objects. The observer
318 shall be located at, within, or farther away from the property line of the receiving
319 property when vibration determinations are made.

320

321 C. Exemptions.

- 322 1. The provisions of this chapter may not apply to devices used solely for the purpose of
323 warning, protecting or alerting the public, or some segment thereof, of the existence of
324 an emergency situation.
- 325
- 326 2. The provisions of this chapter may not apply to the following:
- 327
- 328 a. Household tools and portable appliances in normal usage;
 - 329
 - 330 b. Lawn care and snow removal equipment (daytime only) when used and
331 maintained in accordance with the manufacturer's specifications;
 - 332
 - 333 c. Agricultural field machinery when used and maintained in accordance with
334 manufacturer's specifications;
 - 335
 - 336 d. Blasting operations for demolition, construction and mining or quarrying (daytime
337 only);
 - 338 e. Motor vehicles on public roads;
 - 339
 - 340 f. Aircraft and related airport operations at airports licensed by the state aviation
341 administration;
- 342

- 343 g. Boats on state waters or motor vehicles on state lands under the jurisdiction of the
344 department of motor vehicles;
- 345
- 346 h. Emergency operations, including utility operations;
- 347
- 348 i. Pile-driving equipment during the daytime hours of eight a.m. to five p.m.;
- 349
- 350 j. Sound not electronically amplified created by sporting, amusement and
351 entertainment events and other public gatherings operating according to terms
352 and conditions of appropriate local jurisdictional body. This includes, but is not
353 limited to, athletic contests, amusement parks, carnivals, fairgrounds, sanctioned
354 auto racing facilities, parades and public celebrations. This exemption only applies
355 between the hours of seven a.m. and twelve midnight;
- 356
- 357 k. Rapid-rail transit vehicles and railroads
- 358
- 359 l. Construction and repair work on public property;
- 360
- 361 m. Air-conditioning or heat pump equipment used to cool or heat housing on residential
362 property. For such equipment, a person may not cause or permit noise levels which
363 exceed seventy (70) dBA for air-conditioning equipment and seventy-five (75) dBA
364 for heat pump equipment at receiving residential property;
- 365
- 366 o. Operations by, or sanctioned by, the proper authorities (Salisbury City, state or
367 federal) for the protection of persons or property where imminent physical trauma or
368 property damage demands immediate action;
- 369
- 370 p. Operations by Salisbury City departments;
- 371
- 372 q. Operations of municipally owned and/or operated equipment used in the cleaning
373 or preservation of those portions of the Wicomico River and its tributaries within
374 the corporate boundaries of the City of Salisbury;
- 375
- 376 r. Mechanical and construction noise as the same is regulated under section
377 8.20.020(l);
- 378
- 379 s. Any activity causing noise if a variance for such activity and the noise resulting
380 therefrom has been obtained from the environmental health administration of the
381 Maryland Department of Health and Mental Hygiene or is being processed pursuant

382 to the rules and regulations of that department. This exemption shall apply only to
383 the extent of any such variance so granted or being processed.

384

385 (Prior code § 150-242)

386• **17.184.040-50- Variance, enforcement and appeal.**

387 Procedures for variance, enforcement and appeal of the environmental noise standards are
388 prescribed by the state law and set forth in Sections .03, General Regulations, and .05, Penalties, of
389 Subtitle 20, Noise Pollution, Chapter 01, Control of Noise Pollution.

390(Prior code § 150-243)

391

392 • **17.184.060 – Measurement of noise levels.**

393

394 a. The measurement of noise levels shall be conducted at points on the property line of
395 the source if the source is in a residential zoning district, or farther away, or on the
396 boundary of a zoning district if the source emanates from property in a nonresidential
397 zoning district, or farther away, or may be made on the premises of any property in a
398 residentially zoned district reached by the sound waves from the noise emanating
399 from the source.

400

401 b. Measurement equipment shall be sound level meters complying with ANSI S1.4,
402 1971, Specification for Sound Level Meters, of at least type 2 quality and sensitivity,
403 comprising a microphone, amplifier, output meter and frequency weighting
404 network(s).

405

406 c. Measurement equipment operators shall be members of the Salisbury City Police
407 Department and or Salisbury City Neighborhood Services and Code Compliance who
408 have been properly trained in the operation of sound level meters.

409

410

411

412 • **17.184.070 – Severability.**

413

414 If any phrase, sentence, paragraph, subsection or section or any part of a section of this
415 Article or Chapter is held invalid by a court of competent jurisdiction, this holding shall not
416 affect the remainder of this section or the context in which such section or part of a section

417 so held invalid appears, except to the extent that an entire section or part of a section may
418 be inseparably connected in the meaning and effect with the section or part of a section to
419 which such holding shall directly apply. It is expressly hereby stated by the mayor and City
420 Council of the City of Salisbury, Maryland, that it is the desire and intention of this body that
421 all portions of this section be severable from every other portion.

422

423

424

425

426

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson, City Administrator
From: Michael Moulds, Director of Public Works
Date: June 9, 2015
Re: Wicomico River access and Riverwalk Ordinance

Over the years, the City of Salisbury has developed a Riverwalk from the Marina to downtown Salisbury on the Wicomico River and the South Prong of the Wicomico River. The Riverwalk is not continuous along both sides of the River, however it is the City's desire to provide public access along the entire length of the Wicomico River and the South Prong in the City limits.

The attached Ordinances provides requirements for public access along the River and construction of the Riverwalk. As private properties develop along the River in the City, they will be required to construct the Riverwalk to City Standards.

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

52 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on
53 the ___ day of _____, 2015, and thereafter, a statement of the substance of the Ordinance having
54 been published as required by law, was finally passed by the Council on the ___ day of _____, 2015.

55

56

57 ATTEST

58

59

60 _____
Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

61

62

63 Approved by me this ___ day of _____, 2015

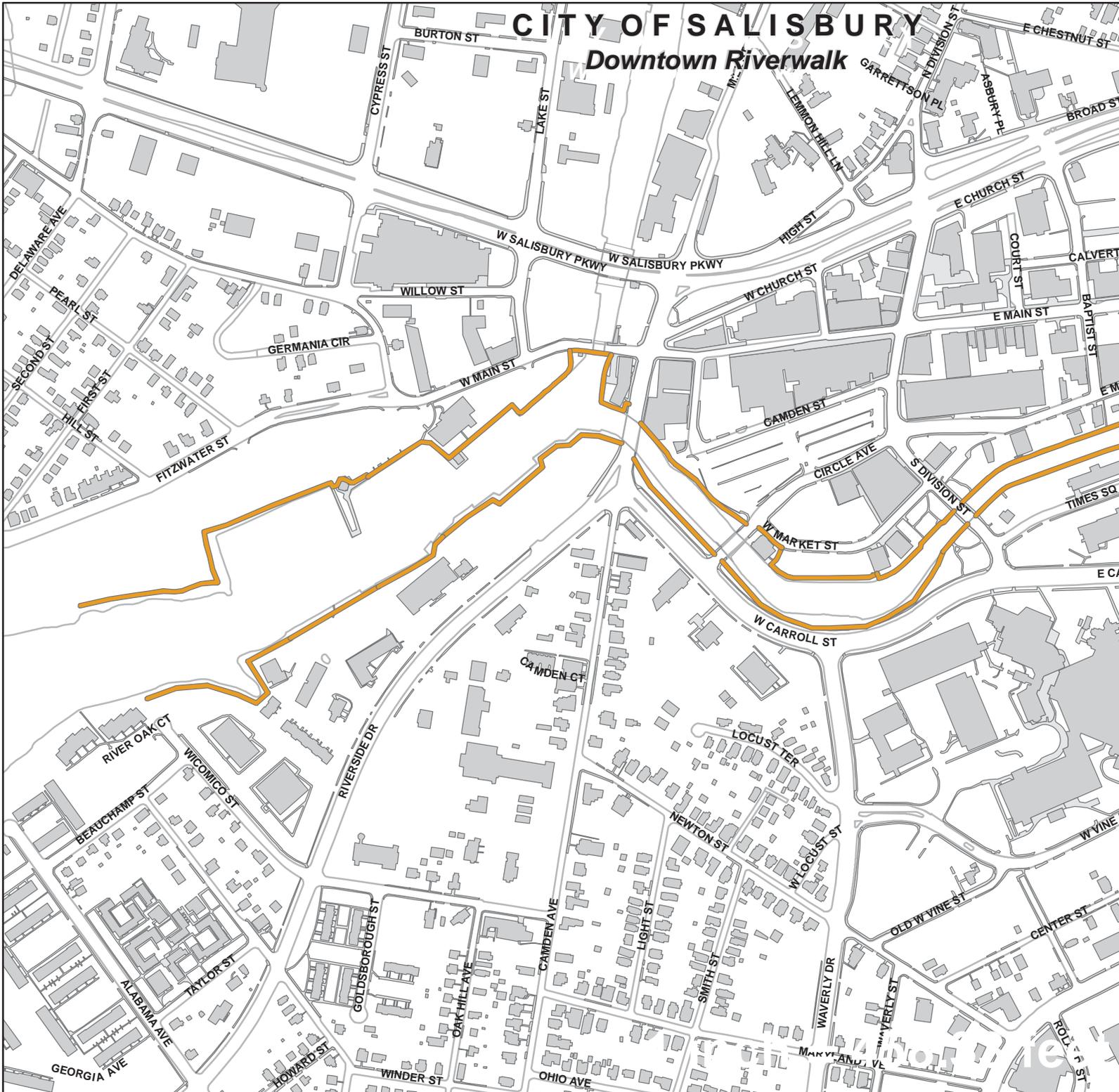
64

65

66 _____
James Ireton, Jr. Mayor

CITY OF SALISBURY

Downtown Riverwalk



City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-334-3028
Fax: 410-548-3192

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

To: Tom Stevenson, City Administrator
From: Keith Cordrey, Director Internal Services 
Date: June 23, 2015
Re: Community Development Project Fund

Please find attached an ordinance that establishes a Community Development Projects fund. This is the fund that will be used to account for revitalization efforts. Initial funding includes the \$200,000 approved to be transferred from the General Fund in the FY16 budget.

If you have no additional questions, please forward this ordinance to Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY ESTABLISHING A COMMUNITY DEVELOPMENT PROJECTS FUND.

WHEREAS, the City of Salisbury is interested in the revitalization of abandoned or troubled properties; and

WHEREAS, the City has identified that there are properties which have the potential to become a blighting influence on the neighborhood they are in; and

WHEREAS, the City believes that the revitalization of the areas they are in can be facilitated if the city is able to gain control of troubled properties; and

WHEREAS, the City believes that the properties have the potential to be redeveloped for low to moderate income house and community purposes; and

WHEREAS, the City agrees to establish a Community Development Projects fund to account for revenues and expenditures incurred related to purchase and redevelopment of troubled properties; and

WHEREAS, the Community Development Project fund will be a Capital Projects fund for financial reporting purposes; and

WHEREAS, the City's FY 2016 contains a \$200,000 transfer to the Community Development Project fund

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT A COMMUNITY DEVELOPMENT PROJECT FUND BE ESTABLISHED FOR THE PURPOSE OF PURCHASE AND REDEVELOPING TROUBLED PROPERTIES.

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THESE FUNDS TO ESTABLISH THIS COMMUNITY DEVELOPMENT PROJECT FUND SHALL ONLY TO BE USED FOR THE PROJECT'S STATED PURPOSE AND SHALL NOT BE WITHDRAWN FOR OTHER USES UNLESS AUTHORIZED BY CITY COUNCIL AND MAYOR.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2015, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2015.

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2015.

James Ireton, Jr., Mayor