



## CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

### LEGISLATIVE SESSION

125 N. Division Street, Room 301, Salisbury, MD 21801

Monday, June 8, 2026 6:00 PM

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APRIL R. JACKSON  
President

SHARON C. DASHIELL  
Council Vice President

ANGELA M. BLAKE  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

MELISSA D. HOLLAND  
Councilwoman

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## CALL TO ORDER

## WELCOME/ANNOUNCEMENTS/PLEDGE

## INVOCATION - Bishop A. Alexander, New Dimensions Family Ministry

## PRESENTATIONS

Initial Feedback from Salisbury Tour - MDHCD, Assistant Secretary, Division of Homeless Solutions  
Danielle Meister

## PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

## AWARD OF BIDS

- Award of Bids
  1. ITB 26-123 ADA Ramps and Sidewalks
  2. ITB 26-124 War Memorial Stormwater Improvements
  3. ITB 26-129 Park Pedestrian Bridge Handrail

## RESOLUTIONS

- MWIFA Loan for Naylor Mill Project

**Resolution No. 3474** - authorizing the issuance and sale of a General Obligation Bond in an amount not to exceed \$4,874,910 for the purpose of financing the Naylor Mill Water Main Extension Project; approving a Drinking Water loan agreement with the Maryland Water Infrastructure Financing Administration; pledging the full faith and credit for repayment of the bond; and authorizing related actions necessary to carry out the purposes of this resolution.

## PUBLIC HEARING

- Large Family Child Care Homes - 2nd Reading

**Ordinance No. 2996** - amending Title 17 of the Salisbury City Code to add a definition of a "large family child care home" and to designate the zoning districts in which the various types of child care homes can be established.
- North Schumaker Dr. Annexation - 2nd Reading

**Resolution No. 3472** - to annex certain land to be known as the "North Schumaker Drive Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 12.870 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

## ORDINANCES

- FY2027 Budget Ordinance - 2nd Reading

**Ordinance No. 2999** - appropriating the necessary funds for the operation of the government and administration for the period July 1, 2026 to June 30, 2027, establishing the levy for the general fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds.

- FY2027 Water Sewer Rate Ordinance - 2nd Reading

**Ordinance No. 3000** - to amend Water and Sewer rates to increase rates by 2.5% and making said changes effective for all bills dated October 1, 2026 and thereafter, unless and until subsequently revised or changed.

- FY2027 Fee Ordinance - 2nd Reading

**Ordinance No. 3001** - to set fees for FY2027 and thereafter unless and until subsequently revised or changed.

- SAFE Monarch Grant - 2nd Reading

**Ordinance No. 3003** - authorizing the mayor to enter into a contract with SAFE Monarch for the purpose of accepting grant funds in the amount of \$4,945 and to approve a budget amendment to the grant fund to appropriate these funds for expenses associated with supporting monarch and other native pollinator populations

- Live Arts in Public Spaces - 2nd Reading

**Ordinance No. 3004** - amending Title 5 of The Salisbury City code, creating a new chapter entitled "5.45 - Live Arts in Public Spaces"

- LGIT Grant Acceptance – Vehicle Monitoring Program - 2nd Reading

**Ordinance No. 3005** - to accept funds awarded by the Local Government Insurance Trust (LGIT) for the City of Salisbury Department of Field Operations' implementation and expansion of vehicle monitoring.

- Legal Fees - 2nd Reading

**Ordinance No. 3006** - approving a budget amendment of the FY2026 General Fund budget to appropriate additional funds required for legal services.

- Ordinance-Grant Acceptance Region IV Rural Health Transformation Grant - 1st reading

**Ordinance No. 3007** - authorizing the Mayor to enter into a contract with the Maryland Institute for Emergency Medical Services Systems (MIEMSS) for the purpose of accepting grant funds in the amount of \$13,729.00 and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department

## ADJOURNMENT/CONVENE INTO WORK SESSION

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City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.



# City of Salisbury

## Memo

To: Nick Rice, City Administrator  
From: Michael Lowe, Director of Procurement  
Date: June 8, 2026  
Subject: Award of Bids

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitations as defined herein. The Department of Procurement followed required procurement policy and procedure as defined by the City of Salisbury Charter and Municipal Code of Ordinances for the procurements presented below.

- ITB 26-123 ADA Ramps and Sidewalks
  - Department: Field Operations
  - Specification: Establishment of upgrades
  - Bids Posted: 4/20/2026
  - Bids Opened: 5/20/2026
  - Vendor and amount: Paul's Landworks & Construction LLC \$ 184,859.00
    - Bids Received:
    - AJT Homes LLC. \$ 145,000.14
    - Paul's Landworks & Construction LLC \$ 184,859.00
    - Stratified, Inc.- \$ 195,126.00
    - The Ford Design Group \$ 392,880.00
    - UNICOM Construction & Engineering Consulting- \$ 13,368,683.72
  - GL Accounts:
    - 98124-513026-48056
    - 98123-513026-48056
- ITB 26-124 War Memorial Stormwater Improvements
  - Department: Infrastructure and Development
  - Specification: Establishment of a stormwater swale and rip rap
  - Bids Posted: 3/30/2026
  - Bids Opened: 05/01/2026
  - Vendor and amount: George & Lynch \$ 169,270.18
    - Other Bids Received:
    - Chesapeake Turf \$ 180,169.00
    - Stratified, Inc. \$ 211,740.00
  - GL Account
    - 98124-513026-48056

- ITB 26-129 Park Pedestrian Bridge Handrail
  - Department: Infrastructure and Development
  - Specification: Renovations of the City Park Pedestrian Bridge
  - Bids Posted: 4/29/2026
  - Bids Opened: 5/22/2026
  - Vendor and amount: ECP Inc. \$ 115,705.45
    - Bids Received:
    - ECP Inc. \$ 115,705.45
    - Shore Home Construction, LLC \$ 168,960.11
  - GL Accounts
    - 98002-513026-42001
    - 10700-513026-33005
    - 98119-513026-48041

Attachment(s):

[6.8.2026 Attachments for council packet.pdf](#)



## **MEMORANDUM**

**To:** Mike Lowe, Director of Procurement  
**From:** Jake Pavolik, Deputy Director of Field Operations  
**Date:** May 29, 2026  
**Subject:** Award of Bid – ADA Ramps and Sidewalks CDBG

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This memorandum serves as formal approval and authorization to proceed with the selection of AJT Homes LLC for the Doverdale neighborhood ADA Ramp and Sidewalks upgrades.

Following a review of submitted bids and evaluation of qualifications, AJT Homes LLC has been determined to be the most responsive and responsible bidder. Their proposal meets the project requirements in terms of scope, cost, timeline, and demonstrated experience.

Based on this assessment, I am providing my approval to award the contract to AJT Homes LLC and authorize moving forward with project execution. All necessary contract documentation, permits, and pre-construction requirements should be completed in accordance with applicable policies and procedures.

Please proceed with the next steps to initiate construction.

If there are any questions or additional approvals required, please advise.

**Approved by:**

Jake Pavolik

A handwritten signature in cursive script that reads "Jake Pavolik".

Deputy Director of Field Operations



# City of Salisbury

To: Michael Lowe, Procurement Director  
From: Judy Kuntz, Deputy Director of Infrastructure & Development JK  
Date: May 21, 2026  
Re: ITB 26-124 War Memorial Stormwater Improvements

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The Department of Infrastructure and Development recently worked with the Department of Procurement to advertise ITB 26-124 War Memorial Stormwater Improvements. The scope of work includes mobilization and demobilization, erosion and sediment control, Removal of existing inlet & 15" RCP storm drain, removal and disposal of two trees, earthwork to include excavation, furnish and install COG/COS stormwater openings/inlets and placement of riprap to safely convey runoff into the basin, construction of cutoff walls, construction of bioretention, retrofitting existing manhole to act as new outfall structure, and furnishing and installing plantings.

Three (3) firms submitted bids by the due date of Friday May 1, 2026 at 2:30 PM (EST), as summarized below:

| <u>Vendor</u>        | <u>Total</u>  |
|----------------------|---------------|
| George & Lynch, Inc. | \$ 169,270.18 |
| Chesapeake Turf      | \$ 180,169.00 |
| Stratified, Inc.     | \$ 211,740.00 |

The Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. Based on the Department's assessment of project priorities and available funding, removal and disposal of two trees, and furnishing and installing plantings was not awarded in the scope of work under ITB 26-124 War Memorial Stormwater Improvements. George & Lynch, Inc. submitted the lowest responsive and responsible bid for the bid items awarded. The Department of Infrastructure and Development recommends awarding ITB 26-124 War Memorial Stormwater Improvements to George & Lynch, Inc.

Please issue a Purchase Order to George & Lynch, Inc. in the amount of \$169,270.18 for the work awarded in ITB 26-124 Funds are available in account 98124-513026-48056.

 5/21/26

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Department of Infrastructure & Development  
125 N. Division St., #202 Salisbury, MD 21801  
410-548-3170 (fax) 410-548-3107  
www.salisbury.md



To: Michael Lowe, Director of Procurement  
From: Judy Kuntz, Deputy Director of Infrastructure and Development JK  
Date: May 27, 2026  
Re: ITB 26-129 Park Pedestrian Bridge Handrail Award of Bid

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The Salisbury Department of Infrastructure and Development recently advertised ITB 26-129 Park Pedestrian Bridge Handrail. The scope of work includes new wood railing structure and installation, new cable rail installation, ADA steel hand railing reattachment, providing all necessary equipment and labor required to replace the handrails at the Salisbury City Park Pedestrian Bridge.

Bids were opened on Friday, May 22, 2026, at 2:30 PM for ITB 26-129 Park Pedestrian Bridge Handrail. Two (2) responses to this contract were received, as summarized below:

| Vendor                      | Total Base Bid |
|-----------------------------|----------------|
| ECP Inc.                    | \$115,705.45   |
| Shore Home Construction LLC | \$168,960.11   |

The Salisbury Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. ECP Inc. was found to be the lowest responsive and responsible bidder.

The Salisbury Department of Infrastructure and Development recommends awarding the scope of work specified in ITB 26-129 ECP Inc, in the amount of **\$115,705.45**.

Funding is available for Park Pedestrian Bridge Handrail in the following account(s):

**98002-513026-42001** (\$48,215.00)

**10700-513026-33005** (\$26,041.75)

**98119-513026-48041** (\$41,448.70)

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Department of Infrastructure & Development  
125 N. Division St., #202 Salisbury, MD 21801  
410-548-3170 (fax) 410-548-3107  
[www.salisbury.md](http://www.salisbury.md)



# City of Salisbury

## Memo

To: Mayor's Office  
From: Sandry Green, Finance Director  
Date: May 29, 2026  
Subject: MWIFA Loan for Naylor Mill Project

The Salisbury City Council is considering a resolution that would authorize the City to issue and sell up to \$4,874,910 in general obligation bonds to finance the Naylor Mill Water Main Extension Project. The project would extend municipal water service to the Naylor Mill Mobile Home Park and includes the design, construction, installation, and related improvements associated with new water mains and supporting infrastructure.

The proposed bond would be issued through the Maryland Water Infrastructure Financing Administration (MWIFA) under the Maryland Drinking Water Revolving Loan Fund program. The financing is structured as a single taxable general obligation bond issued by private sale directly to MWIFA without public bidding.

A key feature of the proposed financing is that the loan principal and interest would be eligible for full forgiveness, provided the City complies with all obligations under the associated Drinking Water Loan Agreement. If the City remains in compliance for ten years following bond issuance, repayment obligations would be permanently forgiven and the bond cancelled.

The resolution would pledge the City's full faith and credit and unlimited taxing authority as security for the bond if repayment becomes necessary. Debt service would first be paid from water system revenues, including user and connection fees, and secondarily from the City's General Fund or other legally available revenues.

The resolution would also authorize the Mayor and designated City officials to finalize, execute, and administer the bond and loan agreement, requisition project funds, and take all actions necessary to complete the financing and project implementation.

### Attachment(s):

[Salisbury MWIFA Water 2026 \(Naylor Mill\) - Bullet Points Summary of Resolution.pdf](#)  
[Res3474](#)

[Salisbury MWIFA Water 2026 \(Naylor Mill\) - Substantially Final Form of Loan Agreement.pdf](#)

**BULLET POINTS SUMMARY OF  
SALISBURY MWIFA LOAN RESOLUTION – NAYLOR MILL WATER  
EXTENSION PROJECT**

- The Recitals define the “Project,” “Costs of the Project,” and “Costs” and trace authority for issuance of the general obligation bond evidencing the Maryland Water Infrastructure Financing Administration (“MWIFA”) loan.
- Section 1 contains rules of construction.
- For the Project, the City will receive one loan from MWIFA in an original principal amount not to exceed \$4,874,910.
- The loan from MWIFA will be evidenced by a single general obligation bond issued by the City to MWIFA (the “Bond”). Interest on the Bond (if any) will be treated as taxable due to the principal forgiveness feature of the Bond. The Bond will not have a scheduled amortization and, unless payment is demanded by MWIFA as described below, will bear interest at the rate of 0.00% per year.
- Bond proceeds may be applied to Costs of the Project only to the extent permitted by MWIFA.
- The City will not be required to pay debt service on the Bond unless the City defaults under the Loan Agreement identified below within the 10 years following closing on the Bond. If the City does so default in that 10-year period, MWIFA has the right to declare the principal amount of the Bond drawn down immediately due and payable with interest at the rate of 100% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Bond is delivered (which rate may be rounded down by MWIFA in its sole discretion) accruing from the date of demand. If the City does not default with respect to the Bond in the 10-year period following delivery, the Bond automatically will be deemed forgiven and terminated on the 10-year anniversary date.
- The City will enter into a Drinking Water Loan Agreement (the “Loan Agreement”) with MWIFA with respect to the Bond. The substantially final form of the Loan Agreement is attached as Exhibit A to the Resolution. The Mayor is authorized to complete, execute and deliver the Loan Agreement.
- Principal of the Bond will be advanced to the City in accordance with the Loan Agreement.
- A late charge of 5% of the amount due will be assessed with regard to any late payment of debt service on the Bond (which will occur only following a default under the Loan Agreement and demand for payment by MWIFA).
- The Director of Finance shall serve as registrar for the Bond. Standard provisions regarding exchange and transfer of the Bond are included in the Resolution.
- The Bond shall be in substantially the form of Exhibit F to the substantially final form of the Loan Agreement that is attached as Exhibit A to the Resolution, and the final form of the Bond shall be executed by the Mayor and the seal shall be impressed thereon and attested to by the City Clerk.
- The City pledges any moneys that it is entitled to receive from the State of Maryland, including (but not limited to) its share of income tax revenues collected by the State, to secure its obligations under the Loan Agreement. Pursuant to the Loan Agreement, this pledge will allow MWIFA, upon a default by the City, to activate an intercept mechanism with the State.

- The City acknowledges the provisions of the Loan Agreement that allow MWIFA to accelerate payments on the Bond upon a default by the City.
- Each of the Mayor, the City Administrator and the Director of Finance is designated as an “Authorized Officer” for purposes of the Loan Agreement except with respect to activities covered by applicable provisions of Section SC7-25 of the Charter (as such Section may be amended, modified or replaced from time to time), in which case such Charter section shall control as to the applicable activities.
- Advances under the Bond will be paid as described in Section 9.
- MWIFA requires a borrower to identify “dedicated sources of revenue.” Debt service on the Bond (if any) shall be payable in the first instance from revenues of the water supply system, and in the second instance from revenues accounted for in the General Fund, both to the extent lawfully available for such purpose and subject to being appropriated. The City pledges its full faith and credit and unlimited taxing power to payment of the Bond and may pay debt service on the Bond from any other available revenues, subject to applicable law.
- City officials are authorized to take certain actions. Delivery of prior documents, certificates, instruments, applications or requests relating to the Bond are ratified and confirmed.
- The City shall apply proceeds of the Bond only as permitted by the Loan Agreement, the Safe Drinking Water Act (identified in the Resolution) and the statutes relating to MWIFA.
- Provisions of the Resolution shall be liberally construed.

Exhibit A – substantially final form of Loan Agreement.

***This summary is subject in all respects to the provisions of the entire Resolution.***

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RESOLUTION NO. 3474

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY (THE "COUNCIL") AUTHORIZING AND EMPOWERING CITY OF SALISBURY (THE "CITY") TO ISSUE AND SELL, UPON ITS FULL FAITH AND CREDIT, A SERIES OF GENERAL OBLIGATION BONDS IN THE FORM OF A SINGLE BOND IN AN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$4,874,910, TO BE DESIGNATED AS PROVIDED HEREIN, THE BOND TO BE ISSUED AND SOLD AND THE PROCEEDS THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING OR REIMBURSING COSTS OF A PROJECT GENERALLY REFERRED TO BY THE CITY AS THE "NAYLOR MILL WATER MAIN EXTENSION PROJECT," TOGETHER WITH RELATED COSTS AND COSTS OF ISSUANCE, AS FURTHER DESCRIBED HEREIN AND ALL TO THE EXTENT PERMITTED BY THE MARYLAND WATER INFRASTRUCTURE FINANCING ADMINISTRATION (THE "ADMINISTRATION"); PRESCRIBING, APPROVING AND ADOPTING THE SUBSTANTIALLY FINAL FORM AND TENOR OF THE BOND, THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF THE BOND BY PRIVATE SALE, WITHOUT PUBLIC BIDDING, TO THE ADMINISTRATION, AND OTHER DETAILS INCIDENT THERETO, AND AUTHORIZING THE MAYOR OF THE CITY, ON BEHALF OF THE CITY, TO DETERMINE CERTAIN DETAILS OF THE BOND; PROVIDING THAT THE BOND WILL BE SUBJECT TO FORGIVENESS AS PROVIDED HEREIN; APPROVING THE SUBSTANTIALLY FINAL FORM OF, AND AUTHORIZING AND DIRECTING THE COMPLETION, EXECUTION AND DELIVERY OF, A DRINKING WATER LOAN AGREEMENT (THE "LOAN AGREEMENT") WITH THE ADMINISTRATION PURSUANT TO WHICH ADVANCES WILL BE MADE UNDER THE BOND; AUTHORIZING AND DIRECTING THE PAYMENT OF ANY FEES OR COSTS PROVIDED FOR IN THE LOAN AGREEMENT THAT ARE NOT PAYABLE FROM BOND PROCEEDS; PLEDGING ANY MONEYS THAT THE CITY IS ENTITLED TO RECEIVE FROM THE STATE OF MARYLAND, INCLUDING THE CITY'S SHARE OF INCOME TAX REVENUES, TO SECURE ITS OBLIGATIONS UNDER THE LOAN AGREEMENT; ACKNOWLEDGING THE RIGHT OF THE ADMINISTRATION TO ACCELERATE PAYMENT ON THE BOND UPON AN EVENT OF DEFAULT UNDER THE LOAN AGREEMENT; AUTHORIZING OFFICIALS PROVIDED FOR IN SECTION SC7-25 OF THE CHARTER TO TAKE CERTAIN ACTIONS WITH RESPECT TO THE LOAN AGREEMENT, DESIGNATING CERTAIN OFFICIALS AS "AUTHORIZED OFFICERS," AND PROVIDING FOR ADDITIONAL OR REPLACEMENT DESIGNATIONS OF AUTHORIZED OFFICERS FOR PURPOSES OF THE LOAN AGREEMENT; PROVIDING FOR THE DISBURSEMENT OF ADVANCES OF THE BOND; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO THE PAYMENT OF DEBT SERVICE ON THE BOND (IF ANY); PROVIDING FOR IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR THE PAYMENT OF DEBT SERVICE ON THE BOND (IF ANY); PROVIDING THAT DEBT SERVICE ON THE BOND (IF ANY) WILL BE PAYABLE IN THE FIRST INSTANCE FROM REVENUES OF THE WATER SUPPLY SYSTEM SERVING THE CITY, INCLUDING FEES FOR USE OF OR CONNECTION TO SUCH SYSTEM, AND IN THE SECOND INSTANCE FROM REVENUES ACCOUNTED FOR IN THE CITY'S

47 **GENERAL FUND, ALL TO THE EXTENT SUCH REVENUES ARE LAWFULLY**  
48 **AVAILABLE FOR SUCH PURPOSE; PROVIDING FOR PAYMENT OF DEBT SERVICE**  
49 **(IF ANY) ON THE BOND FROM OTHER SOURCES; PROVIDING THAT THE CITY**  
50 **SHALL USE AND APPLY PROCEEDS OF THE BOND ONLY AS PERMITTED BY THE**  
51 **LOAN AGREEMENT AND CERTAIN STATUTES IDENTIFIED HEREIN;**  
52 **AUTHORIZING APPROPRIATE OFFICIALS TO TAKE CERTAIN ACTIONS IN**  
53 **CONNECTION WITH THE BOND; PROVIDING THAT THE PROVISIONS OF THIS**  
54 **RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE**  
55 **GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF**  
56 **AND FOR THE BOND AUTHORIZED HEREBY.**

57  
58 **RECITALS**  
59

60 **WHEREAS**, City of Salisbury, a municipal corporation of the State of Maryland and a  
61 municipality within the meaning of the Enabling Act identified below (the “City”), is authorized  
62 and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the  
63 Annotated Code of Maryland (the “Enabling Act”), and Sections SC7-45 and SC7-46 of the  
64 Charter of the City of Salisbury (the “Charter”), to borrow money for any proper public purpose  
65 and to evidence such borrowing by the issuance and sale of its general obligation bonds; and  
66

67 **WHEREAS**, the City is undertaking a project generally referred to by it as the “Naylor  
68 Mill Water Main Extension Project” (or by similar names) (the “Project”) that involves the  
69 extension of the City’s water service to the Naylor Mill Mobile Home Park (the “MHP”),  
70 including (without limitation) the design, construction and installation of water mains and  
71 associated fittings, valves and appurtenances, including along Naylor Mill Road and within the  
72 MHP, and the removal and reconstruction of existing pavement in connection with the installation  
73 of water mains, and in connection with the Project, the City has undertaken or paid for or will  
74 undertake or pay for, as applicable, related study, architectural, engineering, planning, design,  
75 document development, bidding, demolition, razing, removal, acquisition, construction,  
76 improvement, installation, modification, renovation, reconstruction, repair, rehabilitation,  
77 replacement, improvement, equipping, inspection, and construction management activities, including  
78 with respect to related improvements and appurtenances; to the extent applicable, the acquisition of  
79 necessary property rights and equipment; related site and utility improvements; site restoration;  
80 contingencies; related financial, legal and administrative expenses; and costs of issuance of any  
81 borrowing therefor (collectively, “Costs of the Project” or “Costs”); and has determined to borrow  
82 money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs  
83 of any components of any of the foregoing and any related costs (collectively, “Costs of the Project”  
84 or “Costs”), all as authorized by the Administration identified below; and

85 **WHEREAS**, the federal Safe Drinking Water Act, as amended (the “Safe Drinking Water  
86 Act”), authorizes the U.S. Environmental Protection Agency (the “EPA”) to award grants to  
87 qualifying states to establish and capitalize drinking water treatment revolving loan funds  
88 (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance to  
89 finance, among other things, the construction and improvement of publicly-owned and privately-  
90 owned water supply systems; and

91           **WHEREAS**, as contemplated by the Safe Drinking Water Act, the General Assembly of  
92 Maryland has amended the Maryland Water Infrastructure Financing Administration Act  
93 (previously known as the Maryland Water Quality Financing Administration Act), codified as  
94 Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of  
95 Maryland (the “MWIFA Act”), establishing an SRF designated as the Maryland Drinking Water  
96 Revolving Loan Fund (the “Fund”) to be maintained and administered by the Maryland Water  
97 Infrastructure Financing Administration (previously known as the Maryland Water Quality  
98 Financing Administration, and referred to in this Resolution as the “Administration,” including  
99 with respect to any successors thereto); and

100           **WHEREAS**, the MWIFA Act authorizes the Administration, among other things, to make  
101 a loan from the Fund to a “local government” (as defined in the MWIFA Act) for the purpose of  
102 financing or refinancing all or a portion of the cost of a “water supply system” project (as defined  
103 in the MWIFA Act); and

104           **WHEREAS**, the City is a “local government” within the meaning of the MWIFA Act, the  
105 Project is a “water supply system” project within the meaning of the MWIFA Act, and the City  
106 has applied to the Administration for a loan or loans from the Fund for Project purposes; and

107           **WHEREAS**, the Administration’s Intended Use Plan Funding notification to the City  
108 provides for loan funding approved in two different federal fiscal years in the respective maximum  
109 original principal amounts of \$2,762,822 and \$2,112,088 (for an aggregate maximum original  
110 principal amount of \$4,874,910) for the purpose of financing or reimbursing Costs of the Project, with  
111 such loan funding being characterized as “principal forgiveness” within the meaning of the  
112 Administration’s loan programs; and

113           **WHEREAS**, on April 1, 2026, the Maryland Board of Public Works approved the  
114 Administration providing loan funding to the City for purposes of the Project in the maximum original  
115 principal amount of \$4,874,910; and

116           **WHEREAS**, the MWIFA Act authorizes a local government to issue one or more bonds,  
117 notes or other evidences of obligation (each, a “loan obligation” as defined in the MWIFA Act) to  
118 evidence its indebtedness under a loan agreement with respect to a loan from the Administration,  
119 to sell any such bond, note or other evidence of obligation to the Administration at private sale,  
120 without public bidding, and to establish a dedicated source of revenues for repayment of such loan;  
121 and

122           **WHEREAS**, pursuant to the authority of the MWIFA Act, the Enabling Act and Sections  
123 SC7-45 and SC7-46 of the Charter, the City has determined to borrow money from the Administration  
124 for the public purpose of financing or reimbursing all or a portion of any one or more components of  
125 such Costs of the Project as the Administration shall approve; and

126           **WHEREAS**, pursuant to Ordinance No. 3002, passed by the Council of the City (the  
127 “Council”) on May 26, 2026, approved by the Mayor of the City (the “Mayor”) prior to adoption of  
128 this Resolution and effective as of the date of the Mayor’s approval (the “Ordinance”), the Council  
129 authorized the issuance and sale to the Administration at private sale, without public bidding, and  
130 upon its full faith and credit, of its general obligation bonds in one or more series in an original

131 aggregate principal amount not to exceed \$4,874,910 (which were referred to as the “Bonds” or,  
132 individually, as a “Bond” in the Ordinance) in order to finance, reimburse or refinance any one or  
133 more components of Costs of the Project, and determined that any such bond may be issued in  
134 installment form and/or draw-down form; and  
135

136 **WHEREAS**, the Ordinance provides that the Council, pursuant to one or more resolutions,  
137 shall determine, or provide for the final determination by any authorized official(s), of details relating  
138 to any such series of the authorized bonds, including, without limitation, approving the substantially  
139 final forms of such series and the loan agreement relating thereto; and  
140

141 **WHEREAS**, as of the date of introduction of this Resolution, the Administration has advised  
142 that it will make a single loan to the City for Project purposes, such loan to be in a maximum original  
143 principal amount not to exceed \$4,874,910.00 and to be evidenced by the issuance by the City to the  
144 Administration of a series of general obligation bonds of the City in the form of a single general  
145 obligation bond the interest on which (if any) is includable in gross income for federal income tax  
146 purposes and the payment of which is subject to forgiveness as described herein; and  
147

148 **WHEREAS**, pursuant to the provisions of the MWIFA Act, the Enabling Act and Sections  
149 SC7-45 and SC7-46 of the Charter, the Council of the City, the legislative body of the City (the  
150 “Council”), desires to provide for the issuance, sale and delivery of such bond pursuant to this  
151 Resolution.  
152

153 **SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL**  
154 **OF THE CITY OF SALISBURY, MARYLAND** that:

155 (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and  
156 incorporated by reference herein. Capitalized terms used in this Resolution and not otherwise defined  
157 in the Sections of this Resolution shall have the meanings given to such terms in the Recitals.  
158

159 (b) Subject to the provisions of subsections (c) and (d) below, references in this  
160 Resolution to any official by title shall be deemed to refer (i) to any official authorized under the  
161 Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to  
162 act in such titled official’s stead in the event of a vacancy in such position or during the absence,  
163 disability or unavailability of such titled official, (ii) to any person who has been elected, appointed  
164 or designated to fill such position in an acting or interim capacity under the Charter, the City Code or  
165 other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or  
166 “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties  
167 referred to herein have been delegated to such deputy, associate or assistant in accordance with the  
168 Charter, the City Code or other applicable law or authority, (iv) to the extent an identified official  
169 commonly uses another title not provided for in the Charter or the City Code, the official, however  
170 known, who is charged under the Charter, the City Code or other applicable law or authority  
171 (including this Resolution) with the applicable responsibilities, rights or duties referred to herein,  
172 and/or (v) in the event the position of any official who is referred to by title in this Resolution is vacant  
173 or the person holding such position is absent, disabled or otherwise unavailable at the time any action  
174 authorized to be taken by such official in accordance with the provisions of this Resolution shall  
175 occur, and no person has authority to act in such official’s stead pursuant to applicable law or authority  
176 (including in an acting or interim capacity or in a deputy, associate or assistant position), references

177 in this Resolution to such official shall be deemed to be to such other City official as designated by  
178 the Council by resolution, motion or voice vote in a public meeting of the Council, or by other  
179 appropriate action, with written evidence of any such designation pursuant to the preceding sentence  
180 being provided to the Administration. The Council is sometimes referred to as the “council,” the  
181 “City Council” or the “city council” in the Charter or the City Code, as applicable.  
182

183 (c) Except as otherwise may be required under the Charter with respect to execution of  
184 the Bond (as defined in Section 2(a) below), it is the intention of the Council that, with respect to  
185 any authority granted to the Mayor pursuant to this Resolution, if there is a vacancy in the position  
186 of the Mayor or in the absence, disability or unavailability of the Mayor, such authority shall be  
187 exercised in the following order of priority: (A) first, by any Acting Mayor of the City appointed  
188 by the Council in accordance with the Charter (the “Acting Mayor”), (B) second, if no Acting  
189 Mayor has been appointed or in the absence, disability or unavailability of any incumbent Acting  
190 Mayor, by the City Administrator of the City (the “City Administrator”), and (C) third, if the  
191 position of the City Administrator is vacant or in the absence, disability or unavailability of the  
192 incumbent City Administrator, by the Deputy City Administrator of the City (the “Deputy City  
193 Administrator”).  
194

195 (d) Section 14 of the Ordinance designates the City officials, in order of priority, who  
196 may attest to the impression or affixing of the City seal in connection with the Bond or the Loan  
197 Agreement (as defined in Section 7(a) below) if the position of the City Clerk of the City (the “City  
198 Clerk”) is vacant or in the absence, disability or unavailability of the incumbent City Clerk, subject  
199 to any applicable provisions of the Charter, including with respect to the City seal to be impressed  
200 or affixed on the Bond.

201 (e) References in this Resolution to “officials” of the City shall be construed to also  
202 refer to employees of the City where applicable.

203 (f) References in this Resolution to the “principal amount” of the Bond shall be construed  
204 to mean the par amount of the Bond.

205 (g) References in this Resolution to the “Project,” to “Costs of the Project” and to  
206 “Costs” are intended to include any modifications or amendments to components of the Project as  
207 provided for in City budgetary materials or made by other appropriate actions and that are  
208 acceptable to the Administration.

209 (h) References in this Resolution to any statutory or legislative authority shall be deemed  
210 to refer to such statutory or legislative authority as replaced, supplemented or amended, to the extent  
211 applicable.

212 (i) To the extent that applicable laws, orders, regulations or other authority allow for  
213 signatures of City officials to be made by digital, facsimile, electronic or other means, the provisions  
214 of such applicable laws, orders, regulations or other authority allowing signatures to be made in a  
215 manner other than manually shall apply to any signatures of City officials provided for in or  
216 contemplated by this Resolution, including on this Resolution. In addition, this Resolution may be  
217 executed in counterparts.  
218

219           **SECTION 2. AND BE IT FURTHER RESOLVED** that:  
220

221           (a) Pursuant to the authority of the MWIFA Act, the Enabling Act and Sections SC7-45  
222 and SC7-46 of the Charter, the City hereby determines to issue and sell, upon its full faith and credit,  
223 a series of general obligation bonds for the public purpose of financing or reimbursing Costs of the  
224 Project, all to the extent permitted by the Administration. Such series shall consist of a single general  
225 obligation bond issued in an original principal amount not to exceed Four Million Eight Hundred  
226 Seventy-Four Thousand Nine Hundred Ten Dollars (\$4,874,910.00) and shall be designated as the  
227 “City of Salisbury Drinking Water Bond, Series 2026 (Taxable PF)” or by such additional or different  
228 designation as may be required by the Administration (the “Bond”). Payment of the Bond shall be  
229 subject to forgiveness by the Administration in accordance with Section 3(e) hereof. The Mayor, on  
230 behalf of the City, is hereby authorized and directed to determine and approve the final original  
231 principal amount of the Bond, provided that the final original principal amount of the Bond shall not  
232 exceed Four Million Eight Hundred Seventy-Four Thousand Nine Hundred Ten Dollars  
233 (\$4,874,910.00), such determination and approval to be evidenced conclusively by the Mayor’s  
234 execution and delivery of the Bond reflecting such finally determined principal amount pursuant to  
235 Sections 4 and 6 hereof.  
236

237           (b) The Administration generally refers to the Project in various materials, including in  
238 the Loan Agreement, as the “Naylor Mill MHP Water System Extension and PFAS Remediation.”  
239

240           (c) Principal of the Bond shall be applied to Costs of the Project only as permitted by the  
241 Administration.  
242

243           **SECTION 3. AND BE IT FURTHER RESOLVED** that:  
244

245           (a) The Bond shall be issued and sold upon the full faith and credit of the City, shall be  
246 dated the date of its delivery, shall be numbered R-1, and shall be issued in the form of a single, fully  
247 registered bond, without coupons attached. The Bond shall be issued in draw-down form.  
248

249           (b) The principal of the Bond advanced under the Loan Agreement shall be payable upon  
250 demand by the Administration upon the occurrence of certain circumstances provided for in the Loan  
251 Agreement, together with interest at an annual rate equal to one hundred percent (100%) of the  
252 average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the  
253 Bond is delivered (provided that the rate determined by such calculation may be rounded down by  
254 the Administration in its sole discretion) accruing from the date on which such demand is made by  
255 the Administration, which demand may be made at any time prior to that date which is the ten (10)  
256 year anniversary of the date of delivery of the Bond. Until such time as the Administration may make  
257 demand for payment of the Bond in accordance with the Loan Agreement, if ever, the Bond shall bear  
258 interest at the rate of 0.00% per annum.  
259

260           (c) The City shall pay a late charge for any payment of principal of or interest on the Bond  
261 that is received later than the thirtieth (30th) day following its date of demand, in an amount equal to  
262 5% of such payment.  
263

(d) If the Administration determines at any time following delivery of the Bond to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) relating to the Bond in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount (as defined in the Bond) of the Bond shall be reduced accordingly. In such event, as determined by the Administration, the City may execute and deliver (in the manner provided in Sections 4 and 6 hereof for the original delivery of the Bond or as then-required or permitted by applicable law) a new Bond evidencing such reduction in the Loan Commitment relating to the Bond and/or the Mayor may execute and deliver any certificates, documents or instruments acknowledging and providing for such reduction, as required by the Administration.

(e) PURSUANT TO THE SAFE DRINKING WATER ACT (AS DEFINED IN THE LOAN AGREEMENT), AND SECTION 9-1605.1(d)(8) OF THE MWIFA ACT, THE ADMINISTRATION SHALL FORGIVE REPAYMENT OF THE PRINCIPAL AMOUNT OF THE LOAN (AS DEFINED IN THE LOAN AGREEMENT) AND THE INTEREST PAYABLE THEREON UNDER ARTICLE III OF THE LOAN AGREEMENT AND THE BOND SO LONG AS THE CITY PERFORMS ALL OF ITS OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT. UPON DETERMINATION BY THE ADMINISTRATION THAT ANY SUCH OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT HAVE NOT BEEN PERFORMED BY THE CITY, PAYMENT OF THE PRINCIPAL OF THE LOAN EVIDENCED BY THE BOND AND THE INTEREST THEREON FROM THE DATE OF DEMAND AT THE RATE DETERMINED IN ACCORDANCE WITH SUBSECTION (b) ABOVE WILL BE DUE AND PAYABLE UPON DEMAND. IF THE ADMINISTRATION HAS NOT DEMANDED PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND BY THAT DATE WHICH IS THE TEN (10) YEAR ANNIVERSARY OF THE DATE OF DELIVERY OF THE BOND, THEN THE ADMINISTRATION SHALL BE DEEMED TO HAVE FORGIVEN REPAYMENT OF THE LOAN EVIDENCED BY THE BOND AND INTEREST THEREON, THE BOND SHALL BE DEEMED CANCELLED AND THE LOAN EVIDENCED BY THE BOND AND THE LOAN AGREEMENT SHALL BE DEEMED TERMINATED AND OF NO FURTHER FORCE AND EFFECT.

(f) Both the principal of and interest on the Bond (if any) will be paid to the registered owner thereof in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by notice in writing delivered to the Director of Finance of the City (the "Director of Finance").

**SECTION 4.** AND BE IT FURTHER RESOLVED that the Bond shall be executed in the name of the City and on its behalf by the Mayor. The corporate seal of the City shall be affixed to, impressed upon or otherwise reproduced on the Bond and attested by the signature of the City Clerk. In the event any official whose signature shall appear on the Bond shall cease to be such official prior to the delivery of the Bond, or, in the event any such official whose signature shall appear on the Bond shall have become such after the date of delivery thereof, the Bond shall nevertheless be a valid and binding obligation of the City in accordance with its terms. The provisions of this Section 4 are subject to the provisions of subsections (b) – (d) of Section 1 of this Resolution.

309           **SECTION 5. AND BE IT FURTHER RESOLVED** that:

310           (a)     The Bond shall be transferable only after the date upon which the Maximum Principal  
311 Amount of the Bond has been borrowed. The Bond shall be transferable upon the books of the City  
312 at the office of the Director of Finance, by the registered owner in person or by his attorney duly  
313 authorized in writing, upon surrender thereof, together with a written instrument of transfer  
314 satisfactory to the Director of Finance, duly executed by such registered owner or his duly authorized  
315 attorney. The City shall, within a reasonable time, issue in the name of the transferee a new registered  
316 bond or bonds of the same series as the Bond surrendered, in such denominations as the Council shall  
317 by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the  
318 bond or bonds surrendered and with the same interest rate of 0.0%, same Default Rate and same  
319 principal forgiveness provisions. The new bond or bonds shall be delivered to the transferee only  
320 after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The  
321 City may deem and treat the party in whose name a bond is registered as the absolute owner thereof  
322 for the purpose of receiving payment of or on account of the principal thereof and interest due thereon  
323 and for all other purposes. References in this Resolution to the Bond shall be deemed to refer to any  
324 bond or bonds transferred for such Bond in accordance with the provisions of this Section 5, and  
325 references in this Resolution to the registered owner of the Bond shall be deemed to refer to any or  
326 all of the registered owners of bonds of such series contemplated by this Section 5. Any new bond  
327 issued in transfer or exchange may be executed and sealed as provided in Section 4 hereof with respect  
328 to the original execution and delivery of the Bond, or as otherwise required or permitted by then-  
329 applicable law, and appropriate changes may be made to the form of any bond delivered in transfer  
330 or exchange to account for the dated date of such bond and, to the extent applicable, the then-  
331 outstanding principal amount of such bond transferred or exchanged for the new bond.

332           (b)     If at any time when an action needs to be taken in accordance with subsection (a)  
333 above the position of the Director of Finance is vacant or in the absence, disability or unavailability  
334 of the incumbent Director of Finance, the authority to act as registrar for the Bond shall be  
335 exercised in the following order of priority: (i) first, by the Assistant Director of Finance  
336 Operations of the City appointed in accordance with the Charter (the "Assistant Director of  
337 Finance Operations"), (ii) second, if there is no incumbent Assistant Director of Finance  
338 Operations or in the absence, disability or unavailability of the incumbent Assistant Director of  
339 Finance Operations, by the Assistant Director of Finance Accounting appointed in accordance with  
340 the Charter (the "Assistant Director of Finance Accounting"), (iii) third, if there is no incumbent  
341 Assistant Director of Finance Accounting or in the absence, disability or unavailability of the  
342 incumbent Assistant Director of Finance Accounting, by the City Administrator, (iv) fourth, if  
343 there is no incumbent City Administrator or in the absence, disability or unavailability of the  
344 incumbent City Administrator, by the Deputy City Administrator, and (v) fifth, if there is no  
345 incumbent Deputy City Administrator or in the absence, disability or unavailability of the  
346 incumbent Deputy City Administrator, by any incumbent Assistant City Administrator of the City  
347 (the "Assistant City Administrator").

348           **SECTION 6. AND BE IT FURTHER RESOLVED** that unless the Council provides  
349 otherwise by resolution adopted prior to issuance of the Bond, the Bond shall be issued in substantially  
350 the form of Exhibit F to the substantially final form of the Loan Agreement that is attached hereto as  
351 Exhibit A. Appropriate variations and insertions may be made by the Mayor to the form of bond set  
352 forth as Exhibit F to the substantially final form of the Loan Agreement attached hereto as Exhibit A

to provide dates, numbers, the Default Rate, amounts, and information regarding the Ordinance and this Resolution, including, without limitation, to reflect matters determined in accordance with Sections 2 and 3 hereof, and other modifications not materially altering the substance of such form may be made by the Mayor. The form of bond set forth as Exhibit F to the substantially final form of the Loan Agreement attached hereto as Exhibit A, as the same may be finally completed as provided in this Section 6, is hereby adopted by the City as and for the form of obligation to be incurred by the City, and the covenants and conditions contained in such final form of the Bond are hereby made binding upon the City, including the promise to pay therein contained (to the extent applicable).

**SECTION 7. AND BE IT FURTHER RESOLVED** that:

(a) As authorized by the MWIFA Act and Sections SC7-45 and SC7-46 of the Charter, the City hereby determines to sell the Bond by private sale, without public bidding, which sale by private sale is hereby deemed by the City to be in its best interest and in the interest of its citizens due, in part, to the benefit of the structure of the Bond as a draw-down obligation, the provisions regarding forgiveness and early termination of the Bond, and the lower costs of issuance typically incurred with a private sale to the Administration in a direct purchase transaction as compared to a public sale at competitive bid or a negotiated underwriting. Therefore, and pursuant to the authority of the MWIFA Act and Sections SC7-45 and SC7-46 of the Charter, the Bond shall be sold to the Administration by private sale, without public bidding, for a price of the principal amount of the Bond or so much of the principal amount of such Bond as is advanced to the City in accordance with the Drinking Water Loan Agreement to be entered into between the City and the Administration (the "Loan Agreement"), the substantially final form of which is attached hereto as Exhibit A. The Bond is referred to in the Loan Agreement as the "Note."

(b) The Bond shall be sold to the Administration and the purchase price of the Bond shall be advanced to the City in accordance with the provisions of the Loan Agreement.

(c) The substantially final form of the Loan Agreement attached hereto as Exhibit A reflects the expectation, as of the date of introduction of this Resolution, that the final original principal amount of the Bond will be Four Million Eight Hundred Seventy-Four Thousand Nine Hundred Ten Dollars (\$4,874,910.00). The Mayor, on behalf of the City, is hereby authorized and directed to complete, execute and deliver the Loan Agreement for and in the name of the City with such changes, insertions and deletions as are approved by the Mayor to reflect matters determined in accordance with the provisions of this Resolution, to comply with program requirements of the Administration, to complete or modify the exhibits to the substantially final form of the Loan Agreement attached hereto as Exhibit A to reflect determinations made prior to delivery of the Bond, or to make modification that are determined by the Mayor not to be materially adverse to the interests of the City; the Mayor's approval of any such changes, insertions or deletions shall be evidenced conclusively by the Mayor's execution and delivery of the final form of the Loan Agreement containing the same. To the extent required or provided for in the Loan Agreement, the City Clerk shall attest to the affixing, impression or reproduction of the City seal thereon. The provisions of this subsection (c) are subject to the provisions of Section 1 of this Resolution.

(d) Notwithstanding anything to the contrary contained in this Resolution, advances under the Loan Agreement or the Bond, payment of the principal of and interest on the Bond (if any), and transfer or exchange of the Bond shall be made in accordance with the Loan Agreement.

(e) As authorized by Section 9-1606(d) of the MWIFA Act and in furtherance of Section 7 of the Ordinance, the City hereby pledges any moneys that the City is entitled to receive from the State of Maryland, including the City's share of the income tax revenues collected by the State, to secure its obligations under the Loan Agreement, subject to any limitations on such pledge provided for in the Loan Agreement in accordance with this Section 7. Such pledge shall be evidenced by and detailed in the Loan Agreement.

(f) In furtherance of Section 6(b) of the Ordinance, the City hereby acknowledges the provisions of Article IV of Loan Agreement (Events of Default and Remedies), which allow for, among other remedies, principal of and interest on the Bond to be declared immediately due and payable upon the occurrence of an event of default provided for in the Loan Agreement.

(g) Notwithstanding any other provisions of this Resolution, in the event of a discrepancy between the provisions of this Resolution and the executed and delivered Bond or the executed and delivered Loan Agreement, the provisions of the Bond or the Loan Agreement, as applicable, shall control. The City agrees to abide by and perform the covenants and agreements set forth in the Loan Agreement as finally executed and delivered in accordance with this Section 7 as though such covenants and agreements were set forth in full in this Resolution.

**SECTION 8. AND BE IT FURTHER RESOLVED** that:

(a) As soon as may be practicable after the enactment of this Resolution, the Bond shall be suitably prepared in definitive form, executed and delivered to the Administration upon a date mutually satisfactory to the Administration and the Mayor.

(b) Any two of the officials provided for in the applicable provisions of Section SC7-25 of the Charter are hereby authorized to requisition advances under the Loan Agreement or the Bond. In addition, to the extent the actions of an Authorized Officer contemplated in the Loan Agreement do not fit within the provisions of Section SC7-25 of the Charter, the Mayor, the City Administrator and the Director of Finance are each hereby expressly designated as an "Authorized Officer" for purposes of the Loan Agreement and, except as may be required by Section SC7-25 of the Charter, may take any action, make any determination, or grant or withhold any approvals, consents or directions that are delegated to an Authorized Officer under the provisions of the Loan Agreement. By voice vote, motion or other appropriate action in a public meeting of the Council, and for purposes of the Loan Agreement, the Council may (i) designate one or more additional officials as an Authorized Officer with respect to activities not covered by the applicable provisions of Section SC7-25 of the Charter, or (ii) remove the designation of any Authorized Officer, with or without designating another Authorized Officer in place of the Authorized Officer whose designation was removed; written evidence of any such designation, removal of designation or replacement designation shall be provided to the Administration.

**SECTION 9. AND BE IT FURTHER RESOLVED** that each advance of the proceeds of the Bond shall be paid directly to the City and shall be deposited by the Director of Finance or other appropriate City official in the proper municipal account or accounts, or shall be paid at the direction of the Authorized Officer or, to the extent required by applicable provisions of Section SC7-25 of the Charter, shall be paid at the direction of any two officials provided for in such Section, or shall be paid as otherwise required by the Administration. Advances under the Bond shall be used

and applied by the City exclusively and solely for the public purposes described in Section 2 hereof. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose. The proceeds of the Bond are hereby appropriated for the purposes set forth in this Resolution.

**SECTION 10. AND BE IT FURTHER RESOLVED** that:

(a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on the issued Bond (if any) as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Bond (if any). Subject to the further provisions of this Section 10, the City shall impose, for each and every year in which the Bond may be outstanding, ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and interest on the Bond (if any) in each year in which the Bond is outstanding and, in the event the proceeds from the taxes so imposed may prove inadequate for such purpose, additional taxes shall be imposed in the subsequent year to make up any deficiency. The City hereby covenants with the registered owner of the Bond to take any action that may be lawfully appropriate from time to time during the period that the Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon (if any).

(b) Notwithstanding the provisions of subsection (a) above, the principal of and interest on the issued Bond (if any) will be payable in the first instance from revenues received by the City in connection with the operation of the water supply system serving the City, including fees for use of or connection to such system, and in the second instance from revenues accounted for in the City's General Fund, all to the extent such revenues are lawfully available for such purpose (including appropriation for such purpose as may be required). To the extent of any funds received or receivable as described in this subsection (b) or subsection (c) below in any fiscal year, the taxes required to be imposed in accordance with subsection (a) of this Section 10 may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Bond (if any) from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose. The City may apply to the payment of the principal of or interest on the Bond (if any) any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if such funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project or projects which the Bond is issued to finance or reimburse or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

(d) Water supply system revenues and moneys in the City's General Fund, to the extent lawfully available for such purpose (including by being appropriated for such purpose as may be required), are intended to be the dedicated source of revenues required by Section 9-1605.1(d)(1)(i) of the MWIFA Act with respect to the Bond. The Loan Agreement may describe such dedicated revenues by references that are similar but not identical to any references contained in this Resolution.

479           **SECTION 11. AND BE IT FURTHER RESOLVED** that:

480           (a)     The City officials identified in this Resolution and all other appropriate officials of the  
481 City are expressly authorized, empowered and directed to (i) take any and all action necessary to  
482 complete and close the sale and delivery of the Bond, (ii) negotiate, approve, execute and deliver all  
483 documents, certificates and instruments necessary or appropriate in connection therewith, and (iii)  
484 carry out the transactions contemplated by the Ordinance, any ordinance amendatory of or  
485 supplemental to the Ordinance, this Resolution, any resolution (including any amendatory or  
486 supplemental resolution) adopted in furtherance of this Resolution, and any such documents,  
487 certificates or instruments executed and delivered in connection with the issuance of the Bond, all to  
488 the extent any particular action is within the scope of such official's authority and all to the extent  
489 authorization with respect to such particular action has not otherwise been expressly delegated to one  
490 or more City officials by or in accordance with the Ordinance or this Resolution.

491           (b)     The negotiation, approval, execution and delivery of any documents, certificates,  
492 instruments, applications or requests relating to the Bond by any City official prior to the adoption of  
493 this Resolution, are hereby ratified, confirmed and approved.  
494

495           **SECTION 12. AND BE IT FURTHER RESOLVED** that notwithstanding anything to  
496 the contrary contained in this Resolution, the City shall use and apply proceeds of the Bond only as  
497 permitted by the Loan Agreement, the Safe Drinking Water Act and the MWIFA Act (referred to in  
498 the Loan Agreement as the "Act").  
499

500           **SECTION 13. AND BE IT FURTHER RESOLVED** that the provisions of this Resolution  
501 shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.  
502

503           **SECTION 14. AND BE IT FURTHER RESOLVED** that this Resolution shall become  
504 effective upon adoption by the Council and approval by the Mayor. Pursuant to Charter Section  
505 SC7-46.A, this Resolution may not be petitioned to referendum.  
506

507  
508  
509  
510                               [CONTINUED ON FOLLOWING PAGE]  
511

THIS RESOLUTION was introduced and duly adopted at a meeting of the Council of the City of Salisbury held on the 8 day of June, 2026.

ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
April R. Jackson, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026:

\_\_\_\_\_  
Randolph J. Taylor, Mayor

#244496;58111.050

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF THE LOAN AGREEMENT

[See Attached]

DRINKING WATER LOAN AGREEMENT

By and Between

MARYLAND WATER INFRASTRUCTURE  
FINANCING ADMINISTRATION

and

City of Salisbury

Dated as of TBD, 2026

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, made this TBD day of TBD, 2026, between the Maryland Water Infrastructure Financing Administration (the “Administration”), a unit of the Department of the Environment (the “Department”) of the State of Maryland (the “State”), and the City of Salisbury, a body corporate of the State (the “Borrower”).

### RECITALS

The federal Safe Drinking Water Act (“SDWA”), as amended, authorizes the Environmental Protection Agency (“EPA”) to award grants to qualifying States to establish and capitalize State drinking water treatment revolving loan funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned and privately-owned water supply systems.

As contemplated by the SDWA, the General Assembly of the State has amended the Maryland Water Infrastructure Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the “Act”), establishing an SRF designated the Maryland Drinking Water Revolving Loan Fund (the “Fund”) to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a “local government” (as defined in the Act) for the purpose of financing all or a portion of the cost of a “water supply system” project (as defined in the Act).

The Borrower, which is a “local government” within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the “Project,” as defined herein) which constitutes a “water supply system” within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to the SDWA, and the Project conforms to the applicable “county plan” adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in ensuring that public drinking water remains safe, adequate and affordable, and will further the purposes of the SDWA and the Act.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Infrastructure Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Infrastructure Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Borrower” means the local government, individual or entity that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Drinking Water Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as bond counsel if qualified to act as bond counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, the State primary drinking water regulations or a condition in a construction permit issued by the Department.

“Safe Drinking Water Act” means Title XIV of the Public Health Service Act, P.L. 93-523, as amended, 42 U.S.C. § 300f, et seq., and the rules and regulations promulgated thereunder.

“State” means the State of Maryland.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration. Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) fully executed counterparts of this Agreement and the Note;

(iii) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(iv) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement as of such date; and

(v) such other certificates, documents, opinions and information as the Administration may require.

## Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its

construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, the State primary drinking water regulations and with any requirements set forth in the construction and other required permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration

a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower, unless it is a “disadvantaged community” pursuant to the SDWA, acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan, except for loans made in accordance with Section 9-1605.1(d)(10) of the Act.

(f) Dedicated Source of Revenue. Pursuant to the SDWA, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower’s operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the SDWA, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of bonds pursuant to one or more bond indentures, and that any or all of such bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(l) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(l).

## ARTICLE III

### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration’s ability to make such advances may be adversely affected by events or circumstances beyond the Administration’s control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

#### Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

#### Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note).

On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an “Administrative Fee Payment Date”), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iii) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General

Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that

the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement or to be otherwise disposed of by the Administration in accordance with this Agreement.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be

sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Infrastructure Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only by an instrument in writing jointly executed by the Administration and the Borrower, and if applicable, only to the extent permitted by any bond indenture secured by the Loan.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of

the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the Loan Closing Date, provided this Agreement shall have been executed and delivered by all of the parties hereto on or prior to such date.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER INFRASTRUCTURE  
FINANCING ADMINISTRATION

\_\_\_\_\_  
Name: MiYarnie Johnson  
Title: Loan Coordinator

By:

\_\_\_\_\_  
Name: Adriana Caldarelli  
Title: Director

(SEAL)

ATTEST:

BORROWER:

CITY OF SALISBURY

\_\_\_\_\_  
Name: Julie A. English  
Title: City Clerk

By:

\_\_\_\_\_  
Name: Randolph J. Taylor  
Title: Mayor

Approved for form and legal sufficiency

Approved for form and legal sufficiency

this \_\_\_\_ day of \_\_\_\_\_, 2026

this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Name: Lindsey A. Rader  
Local Attorney for Borrower

\_\_\_\_\_  
Name: Mary R. Sheppard  
Assistant Attorney General

EXHIBIT A  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:**

NONE

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:**

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. Pursuant to the Safe Drinking Water Act and Section 9-1605.1(d)(8) of the Environment Article of the Annotated Code of Maryland, as amended, the Administration shall forgive repayment of the principal amount of the Loan and the interest payable thereon under Article III hereof and the Note, so long as the Borrower performs all of its other obligations under the Loan Agreement. Upon determination by the Administration that any such other obligations under the Loan Agreement have not been performed by the Borrower, payment of the principal of the Loan and the interest thereon will be due and payable on demand. If the Administration has not demanded payment of the principal of and interest on the Note prior to TBD , 2036, then the Administration shall be deemed to have forgiven repayment of the Loan evidenced by the Note and interest thereon, the Note shall be deemed cancelled and the Loan Agreement shall be terminated and of no further force and effect.
2. Section 2.02(k) "Additional Disclosure Information" is deleted in its entirety.
3. The last sentence of Section 3.03(c) "Interest During Construction" is deleted in its entirety.

EXHIBIT A  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):**

4. The last sentence of Section 3.04(a) “Amounts Payable” is deleted in its entirety.
5. Section 3.04(b) is deleted in its entirety and inserted in place thereof is the following: “(b) Late Charges. The Borrower shall pay a late charge for any payment of principal or interest on the Loan that is received later than the 30<sup>th</sup> day following its date of demand, in an amount equal to 5% of such payment.”
6. Section 3.04(c) “Administrative Fee” is deleted in its entirety.
7. Section 3.10 “Prepayments” is deleted in its entirety.
8. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 1450(e) of the Safe Drinking Water Act for the entirety of construction contract costs of the Project, and shall include specific language regarding compliance in its contracts and subcontracts.
9. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.
10. The Borrower agrees to comply with EPA’s Final Financial Assistance Conflict of Interest Policy, and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA’s Final Financial Assistance Conflict of Interest Policy is found at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>

EXHIBIT A  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):**

11. If this Project is financed with the use of federal funds under CFDA # 66.468, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.
12. Borrower agrees to comply with 2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
13. The Borrower agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58) which the Borrower understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Borrower has requested and obtained a waiver pertaining to the Project that has been approved by the Administration, or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing federal agencies have otherwise advised the Borrower in writing that the Build America, Buy America Requirements are not applicable to the Project.

EXHIBIT A  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

14. The Borrower further agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by EPA and/or the State, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a Default or Event of Default hereunder and the Administration may exercise remedies available to it on default, including but not limited to declaring all amounts due hereunder and under the Note immediately due and payable, terminating and/or requiring repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.
15. The Borrower must disclose, in a timely manner, in writing to the EPA, the Administration, and the EPA Office of Inspector General all violations of civil False Claims Act violations and Federal criminal law violations involving fraud, bribery, or gratuity violations in connection with the Loan (including any contracts or subcontracts thereunder). The “credible evidence” standard shall be used. This is commonly defined as information “that is worthy of belief, trustworthy evidence.” Using this standard means that the Borrower does not need to make a firm legal determination that a civil or criminal law has been violated before they are required to disclose the violation to the Administration, EPA, and the EPA OIG. Disclosures to the EPA OIG should be made using the form located at [https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure\\_fillable\\_form\\_3-5-21.pdf](https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure_fillable_form_3-5-21.pdf). The form can be completed online or emailed to [OIG.Hotline@epa.gov](mailto:OIG.Hotline@epa.gov). The Borrower is also required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 321, and 41 U.S.C. 2313).

EXHIBIT B  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**DESCRIPTION OF THE LOAN**

- (1) Project Name(s): Naylor Mill MHP Water System Extension & PFAS Remediation
- (2) Maximum Principal Amount of Loan Commitment: \$ **4,874,910**
- (3) Rate of Interest: 0.00 %
- (4) Amortization Schedule: Due on demand, with interest accruing at the Default Rate from the date of demand, in accordance with Exhibit A to this Loan Agreement.
- (5) Estimated Completion Date of Project(s): May 18, 2027
- (6) Default Rate: TBD % (Based upon the TBD average of the Bond Buyer 11-Bond Index)
- (7) Description of Project: The proposed project is to extend the City of Salisbury's water service to the Naylor Mill Mobile Home Park (MHP) to provide residents with a drinking water source that has PFAS levels below EPA's Health Advisory Limit (HAL). The work consists of the construction of 16- and 8-inch water mains and all associated fittings, valves, and appurtenances along Naylor Mill Road and within the Naylor Mill MHP. The project will also require the removal and reconstruction of existing pavement necessary for the water main's installation. The Naylor Mill MHP relies on two wells for water service, however Well 1 has been taken out of service due to elevated concentration of PFOS and PFOA. Currently, the community's drinking water system is operating solely from Well 2, with no alternative source should Well 2 require repair or test highly for PFAS compounds in the ongoing quarterly sampling. This project will improve the quality and reliability of drinking water service to the MHP by supplying residents with water from Salisbury's Paleo Water Treatment Plant.
- (8) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above: Same

EXHIBIT C  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**PROJECT BUDGET**

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

| <u>Description</u>                                                                                                                                                                       | <u>Allocated<br/>Amount of Loan*</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies |                                      |
| <b>Subtotal Loan:</b>                                                                                                                                                                    | <b><u>\$ 4,874,910</u></b>           |

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Section 3.03(a) of the Agreement):

| <u>Description</u>                                                                                                                                                                       | <u>Allocated<br/>Amount of Loan</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies |                                     |

**Total Reimbursement at Closing:** \$ 0  
**Total Loan:** \$ 4,874,910

EXHIBIT C  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

C. Construction Cash Draw Schedule\*

| <u>Federal Quarter</u>       | <u>Cash Disbursements*</u> |
|------------------------------|----------------------------|
| FFY 26 Q4 (Jul 26 – Sep 26)  | \$ 406,000.00              |
| FFY 27 Q1 (Oct 26 – Dec 26)  | \$ 862,500.00              |
| FFY 27 Q2 (Jan 27 – Mar 27)  | \$1,223,000.00             |
| FFY 27 Q3 (Apr 27 – June 27) | \$1,191,700.00             |
| FFY 27 Q4 (Jul 27 – Sep 27)  | \$1,116,134.00             |
| FFY 28 Q1 (Oct 27 – Dec 27)  | \$ 75,576.00               |

**Total Disbursements:** \$ 4,874,910.00

\* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Infrastructure  
Financing Administration  
1800 Washington Blvd.  
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Infrastructure Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Drinking Water Loan Agreement dated as of \_\_\_\_\_, 2026 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's \$ \_\_\_\_\_ Drinking Water Bond, Series 2026, dated \_\_\_\_\_, 2026 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E  
to Loan Agreement

Borrower Name: City of Salisbury  
Address: 125 N. Division Street  
Salisbury, MD 21801-5030  
Attention: Randolph J. Taylor, Mayor  
  
Project Name: Naylor Mill MHP Water System Extension & PFAS Remediation

**DESCRIPTION OF DEDICATED REVENUES\***

In the first instance, from water user charges, including any and all fees for use of the water system or connection thereto, and in the second instance from revenues on deposit in the Borrower's General Fund. In addition, the full faith and credit and unlimited taxing power of the Borrower is pledged to the payment of debt service.

\* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.

\$(MAX. AMT.)

R-1

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MARYLAND

[NAME OF BORROWER]  
DRINKING WATER BOND, SERIES 2026  
Dated \_\_\_\_\_, 2026

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE  
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE  
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE  
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL  
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Infrastructure Financing  
Administration

\_\_\_\_\_, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the “Borrower”), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$\_\_\_\_\_ (the “Maximum Principal Amount”) or so much thereof as shall have been advanced from time to time under the terms of the Drinking Water Loan Agreement dated as of \_\_\_\_\_, 2026 (the “Loan Agreement”) by and between the Borrower and the Maryland Water Infrastructure Financing Administration (the “Administration”), plus interest on the unpaid principal advanced under the terms of the Loan Agreement as provided for herein.

At any time prior to \_\_\_\_\_, the principal advanced under the Loan Agreement shall be payable in full on demand by the Administration in accordance with the Loan Agreement and the second succeeding paragraph below, together with interest at the rate of \_\_\_\_\_ per centum (\_\_\_\_\_% ) per annum (the “Default Rate”) accruing from the date on which such demand is made by the Administration.

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due in accordance with the terms hereof.

PURSUANT TO THE SAFE DRINKING WATER ACT AND SECTION 9-1605.1(d)(8) OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, THE ADMINISTRATION SHALL FORGIVE REPAYMENT OF THE PRINCIPAL AMOUNT OF THE LOAN (AS DEFINED IN THE LOAN AGREEMENT) UNDER ARTICLE III OF THE LOAN AGREEMENT AND THIS BOND, SO LONG AS THE BORROWER PERFORMS ALL OF ITS OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT. UPON DETERMINATION BY THE ADMINISTRATION THAT ANY SUCH OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT HAVE NOT BEEN PERFORMED BY THE BORROWER, PAYMENT OF THE PRINCIPAL OF THE LOAN WILL BE DUE AND PAYABLE ON DEMAND, ALONG WITH INTEREST ACCRUING AND PAYABLE AT THE DEFAULT RATE FROM THE DATE OF DEMAND. IF THE ADMINISTRATION HAS NOT DEMANDED PAYMENT OF THE PRINCIPAL OF THIS BOND PRIOR TO \_\_\_\_\_, THEN THE ADMINISTRATION SHALL BE DEEMED TO HAVE FORGIVEN REPAYMENT OF THE LOAN EVIDENCED BY THIS BOND, THIS BOND SHALL BE DEEMED CANCELLED AND THE LOAN EVIDENCED BY THIS BOND AND THE LOAN AGREEMENT SHALL BE TERMINATED AND OF NO FURTHER FORCE AND EFFECT.

This bond is subject to a late charge for any payment of principal or interest that is received later than the 30<sup>th</sup> day following its date of demand in accordance with Section 3.04(b) of the Loan Agreement. Any interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of demand.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Infrastructure Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered \_\_\_\_ ) [INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Infrastructure Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms,

and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the Maximum Principal Amount has been borrowed upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered of the same series and with the same maturity and interest rate and the same forgiveness provisions. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the \_\_ day of \_\_\_\_, 2026.

(SEAL)

ATTEST:

[NAME OF BORROWER]

\_\_\_\_\_  
[AUTHORIZED OFFICER]

By: \_\_\_\_\_  
[AUTHORIZED OFFICER]



# City of Salisbury

## Memo

To: Nick Rice, City Administrator  
From: Betsy Jackson, City Planner  
Date: March 31, 2026  
Subject: Large Family Child Care Homes - 2nd Reading

The Council is asked to consider a text amendment to the City of Salisbury Zoning Code, specifically the following chapters and sections:

- 17.04.120 – Definitions
- 17.20.030 and 17.20.050 – College and University District
- 17.68 – Hospital District
- 17.84 – Office and Service Residential District
- 17.156 – R-5, R-8, R-10 Residential Districts
- 17.160 – R-5A, R-8A and R-10A Residential Districts
- 17.164 – R-5S, R-8S and R-10S Residential Districts

The proposed amendments are summarized below:

- Replace the term **“Family day-care home”** with **“Family child care home”** and amend the definition to be consistent with the State definition.
- Add the term **“Large family child care home”** along with its definition to be consistent with the family child care home licensing options with the State.
- Wherever **family child care homes** are permitted as an accessory use in residential zones, **Large family child care homes** shall be permitted by special exception. In the College and University District and the Hospital District they are proposed to be an inherent accessory use.

A Work Session was held at the Planning Commission on January 8, 2026 to discuss the request and the staff recommendation. The proposed amendment was reviewed by the City Attorney and a public hearing was held at the regular meeting of the Planning Commission on February 12, 2026. During the meeting February 12, 2026, the Commission was unable to reach a majority vote for a positive recommendation, resulting in a 3-3 split decision on whether to recommend approval of the change.

Attachment(s):

[Large Family Childcare - Staff Report.pdf](#)

[Large Family Child Care Council Public Hearing Advertisement.pdf](#)

[Ord2996](#)





# City of Salisbury

## Infrastructure and Development

### Staff Report

January 8, 2026

#### I. SUMMARY OF REQUEST:

Planning staff are recommending a text amendment to the City of Salisbury Zoning Code, specifically the following chapters and sections:

- 17.04.120 – Definitions
- 17.20.030 and 17.20.050 – College and University District
- 17.68 – Hospital District
- 17.84 – Office and Service Residential District
- 17.156 – R-5, R-8, R-10 Residential Districts
- 17.160 – R-5A, R-8A and R-10A Residential Districts
- 17.164 – R-5S, R-8S and R-10S Residential Districts

The proposed amendments are summarized below:

- Replace the term “**Family day-care home**” with “**Family child care home**” and amend the definition to be consistent with the State definition.
- Add the term “**Large family child care home**” along with its definition to be consistent with the family child care home licensing options with the State.
- Wherever **family child care homes** are permitted as an accessory use in residential zones, **Large family child care homes** shall be permitted by special exception. In the College and University District and the Hospital District they are proposed to be an inherent accessory use.

#### II. HISTORY OF REQUEST:

A work session was held to discuss the proposed changes and the staff recommendation at the regular meeting of the Planning Commission held January 8, 2026. The public hearing was scheduled and advertised as required (Attachment B).

#### III. PLANNING & ZONING ANALYSIS

The proposed text amendments would improve the City’s consistency with the State definitions for types of licensed child care facilities and help to address the child care shortage by expanding opportunity for family child care providers. The Comptroller of Maryland Released a Report in December 2024, *State of the Economy Series: Child Care and the Economy*, that shows that child care capacity in Wicomico County fell by 13.2% between February 2020 and August 2024.

Currently, the College and University District, the Office and Service Residential District, the Residential Districts including R-5A, R-8A, and R-10A, R-5S, R-8S, and R-10S Residential Districts,

allow Family Day Care Homes which are limited to (8) children as accessory uses. Adding a Large Family Child Care Home as an accessory use would allow a maximum of (12) children. Where a special exception is required the use would only be allowed on a site-by-site basis to ensure that the location is capable of handling additional traffic, queuing for drop-off and pick-up, parking for any required employee or visitor, and other concerns regarding impact to the neighborhood that arise. Special exceptions are granted by the Board of Appeals, may be conditioned, and must meet the criteria in Section 17.232.020:

*A. Criteria for Consideration of Approval.*

- 1. Decisions of the circuit court for Wicomico County and appellate courts of Maryland;*
- 2. The nature of the proposed site, including its size and shape and the proposed size, shape and arrangement of structures;*
- 3. The resulting traffic patterns and adequacy of proposed off-street parking and loading areas;*
- 4. The nature of the surrounding area and the extent to which the proposed use might impair its present and future development;*
- 5. The proximity of dwellings, churches, schools, public structures and other places of public gathering;*
- 6. Accessibility of the premises for fire and police protection;*
- 7. Accessibility of light and air to the premises and to properties in the vicinity;*
- 8. The type and location of adequate utilities, access roads, drainage and other necessary facilities that have been or will be provided;*
- 9. The preservation of historic, cultural and environmental landmarks;*
- 10. The metro core plan or any other plan for development of the area affected approved by the planning commission or city council;*
- 11. All applicable standards and requirements of this title;*
- 12. Any other matter considered to be in the interest of the general welfare.*

*B. Criteria for Approval.*

*In approving a special exception, the board shall find the following criteria are either met, can be met by imposition of conditions or are not applicable:*

- 1. The proposal will be consistent with the metro core plan, the objectives of the zoning ordinance and any other applicable policy or plan adopted by the planning commission or city council for development of the area affected;*
- 2. The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area;*
- 3. The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants;*



# City of Salisbury

- 4. The proposal will not be detrimental to or endanger the public health, security, general welfare or morals;*
- 5. The proposal will not impair an adequate supply of light and air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety;*
- 6. The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities;*
- 7. The proposal will preserve or protect environmental or historical assets of particular interest to the community;*
- 8. The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.*

The Office of Child Care at the State Department of Education relies on the City to confirm that an applicant for a child care provider license is compliant with the applicable zoning regulations for the type of child care requested. COMAR 13A.18.01-16 provides the requirements the State uses to license Large Family Child Care Homes which addresses staffing requirements, record keeping, hours of care, suitability of the home, program requirements, safety, and nutrition. The goal of our Zoning Code is only to ensure that the site and location are suitable for the use.

## **IV. RECOMMENDATION**

The Department of Infrastructure and Development recommends that the Planning Commission forward a FAVORABLE recommendation to the Mayor and City Council for the proposed amendment as shown in Attachment A, based on the findings in the staff report.

**SALISBURY CITY COUNCIL  
NOTICE OF PUBLIC HEARING  
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes an amendment to the text of Title 17, Zoning, Section 17.04.120, entitled “Definitions”, Section 17.20 entitled “College and University District”, Section 17.68, entitled “Hospital District”, Section 17.84, entitled “Office and Service Residential District”, Section 17.156, entitled “R-5, R-8, R-10 Residential Districts”, 17.160, entitled “R-5A, R-8A, and R-10A Residential Districts”, and 17.164, entitled “R-5S, R-8S, and R-10S Residential Districts,” to add a definition of a “large family child care home” and to designate the zoning districts in which the various types of child care homes can be established.

**A PUBLIC HEARING WILL BE HELD ON**

Monday, June 8, 2026 at 6:00 p.m. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

**The City Council reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, section 10-508(a).**

**(FOR FURTHER INFORMATION CALL 410-548-3170)**

Publication Dates:      May 24, 2026  
                                     June 1st, 2026

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**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 17 OF THE SALISBURY CITY CODE TO ADD A DEFINITION OF A “LARGE FAMILY CHILD CARE HOME” AND TO DESIGNATE THE ZONING DISTRICTS IN WHICH THE VARIOUS TYPES OF CHILD CARE HOMES CAN BE ESTABLISHED.**

**WHEREAS**, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "Salisbury City Code") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "City");

**WHEREAS**, the Mayor and Council of the City of Salisbury (the "Mayor and Council") are authorized by MD Code, Local Government. 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, §4-102, subject to the provisions set forth in Section 17.228.020;

**WHEREAS**, in order to be consistent with updates to state law, the Department of Infrastructure and Development has determined that revisions to the definition of a “family day-care home” are warranted in order to distinguish between a “Family Child Care Home” and a “Large Family Child Care Home”;

**WHEREAS**, currently, Title 17 (Zoning) of the Salisbury City Code does not contain provisions permitting a Large Family Child Care Home in any district;

**WHEREAS**, permitting a Large Family Child Care Home as an accessory use by right certain residential districts and in the College and University District and the Hospital District will help address the City's child care shortage by expanding opportunities for family child care providers;

**WHEREAS**, the Mayor and Council therefore find that the health, safety and general welfare of the citizens of the City will be furthered by amending Title 17 of the Salisbury City Code to add a definition of a “Large Family Child Care Home” and to designate the zoning districts in which the various types of child care homes can be established;

**WHEREAS**, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires review and recommendation by the Salisbury Planning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Title 17;

**WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on February 12, 2026;

**WHEREAS**, during its February 12, 2026 meeting, the Planning Commission was unable to reach a majority vote to forward either a favorable or unfavorable recommendation to the City Council;

**WHEREAS**, pursuant to Section 17.228.020 of the Salisbury City Code, in the event no recommendation is made, the Planning Commissions’ “indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council”; and

**WHEREAS**, the Mayor and Council have determined that the amendment to Chapter 17 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 17 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows:

**Section 1.** Chapter 17.04.120 of the Salisbury City Code, entitled “Definitions” shall be amended as follows:

**17.04.120 – Definitions.**

The following definitions have been used or considered in the construction of this title and shall be used in its interpretation:

...

"Family day-care home" means ~~any dwelling unit either licensed or registered by the appropriate state and/or county health or welfare agency to provide care for no more than eight children separated from their parents or guardians during any part of the day and occupied by the family of the licensee, provided that written consent is obtained from the owner(s) of the unit and owner(s) of any attached dwelling units. Any such consent may be withdrawn after thirty (30) days' written notice by the owner of said unit to the day-care home operator~~ **a family child care home as defined herein.**

**"Family child care home" means a residence, either licensed or registered by the appropriate state and/or county health or welfare agency, in which family child care is provided for not more than eight children.**

**"Large family child care home" means a residence, either licensed or registered by the appropriate state and/or county health or welfare agency, in which family child care is provided for at least nine children, but not more than 12 children.**

...

**Section 2.** Chapter 17.20 of the Salisbury City Code, entitled “COLLEGE AND UNIVERSITY DISTRICT” shall be amended as follows:

**17.20.050 Accessory uses and structures.**

Accessory uses and structures shall be as follows:

- A. Off-street parking lot or structure;
- B. Off-street loading and unloading facilities;
- C. Gasoline pumps as accessory use to a convenience store, in accordance with Section 17.04.220;
- D. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;
- E. ~~Family day-care home~~ **Family child care home;**
- F. **Large family child care home;**
- ~~F.G.~~ Day-care services for employees or patrons of a permitted use.

**Section 3.** Chapter 17.68 of the Salisbury City Code, entitled “HOSPITAL DISTRICT” shall be amended as follows:

**17.68.020 - Permitted uses.**

Uses permitted shall be as follows:

- A. Apartment building or project in accordance with chapter 17.168;
- B. Boardinghouse/rooming house;
- C. Drugstore or pharmacy;
- D. Dwellings:
  - 1. Single-family,
  - 2. Two-family, in accordance with chapter 17.108;
- ~~E. Family day-care home;~~
- F. **E.** Florist;

- ~~G~~.F. Hairdresser shop;
- ~~H~~.G. Hospital and hospital accessory structures, with a maximum height of seventy-five (75) feet;
- ~~I~~.H. Medical-care facility;
- ~~J~~.I. Medical center;
- ~~K~~.J. Medical office;
- ~~L~~.K. Nursing or physician school;
- ~~M~~.L. Parking lot or parking structure;
- ~~N~~.M. Restaurant;
- ~~O~~.N. Specialty shop;
- ~~P~~.O. Group domiciliary care facility.

#### 17.68.030 - Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Helicopter landing facilities for hospital use;
- B. Other accessory uses and structures clearly incidental, customary to and associated with the permitted use;
- C. Day-care services for employees or patrons of a permitted use;
- D. Family child care home;**
- E. Large family child care home.**

**Section 4.** Chapter 17.84 of the Salisbury City Code, entitled “OFFICE AND SERVICE RESIDENTIAL DISTRICT” shall be amended as follows:

#### 17.84.040 Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing on the same property with a church or other place of worship;
- ~~B. Family day care home~~ **Family child care home;**
- C. Large family child care home;**
- ~~D~~.E. Home occupation;
- ~~D~~.E. Private garages and other accessory uses normally associated with residential use, such as, but not limited to, detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~E~~.F. Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line where such recreational vehicles and boats are for the use and enjoyment by the residents thereon;
- ~~F~~.G. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;
- ~~G~~.H. Day-care services for employees or patrons of an office or service use.

**Section 5.** Chapter 17.156 of the Salisbury City Code, entitled “R-5, R-8, AND R-10 RESIDENTIAL DISTRICTS” shall be amended as follows:

#### 17.156.050 Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- ~~D. Family day care home~~ **Family child care home;**
- E. Large family child care home;**
- ~~E~~.F. Private garages and other accessory uses normally associated with a residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;

- ~~F.G.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~G.H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

**Section 6.** Chapter 17.160 of the Salisbury City Code, entitled “R-5A, R-8A, AND R-10A RESIDENTIAL DISTRICTS” shall be amended as follows:

**17.160.050 Accessory uses and structures.**

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. ~~Family day care home~~ **Family child care home;**
- E. **Large family child care home;**
- ~~E.F.~~ Office within an apartment or townhouse project solely for the purpose of ongoing management and rental or a temporary sales office in conjunction with model units until all units in the project have been sold;
- ~~F.G.~~ Private garages and other accessory uses normally associated with residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~G.H.~~ Rental of guest rooms to not more than two roomers in a single-family detached dwelling on a minimum lot of five thousand (5,000) square feet which is occupied by a family related by blood, marriage or adoption, provided that one (1) additional parking space for each roomer shall be provided in the rear yard;
- ~~H.I.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

**Section 7.** Chapter 17.164 of the Salisbury City Code, entitled “R-5S, R-8S, AND R-10S RESIDENTIAL DISTRICTS” shall be amended as follows:

**17.164.050 Accessory uses and structures.**

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing in the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. ~~Family day care home~~ **Family child care home;**
- E. **Large family child care home;**
- ~~E.F.~~ Private garages and other accessory uses normally associated with a residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~F.G.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~G.H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

195  
196 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
197 **SALISBURY, MARYLAND**, as follows:

198 **Section 8.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of  
199 this Ordinance shall be deemed independent of all other provisions herein.

200 **Section 9.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
201 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
202 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall  
203 apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of  
204 this Ordinance shall remain and shall be deemed valid and enforceable.

205 **Section 10.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
206 if such recitals were specifically set forth at length in this Section 10.

207 **Section 11.** This Ordinance shall take effect from and after the date of its final passage.  
208

209 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
210 Salisbury held on the 11 day of May, 2026 and thereafter, a statement of the substance of the Ordinance having  
211 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury  
212 on the 8 day of June, 2026.

213  
214 **ATTEST:**  
215  
216  
217

218 \_\_\_\_\_  
219 **Julie A. English, City Clerk**  
220

\_\_\_\_\_ **April R. Jackson, City Council President**

221  
222 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
223  
224

225 \_\_\_\_\_  
226 **Randolph J. Taylor, Mayor**



# City of Salisbury

## Memo

To: Nick Rice, City Administrator  
From: Nick Voitiuc, Director, Zachary White, Associate Planner  
Date: March 31, 2026  
Subject: North Schumaker Dr. Annexation - 2nd Reading

Camden Development, LLC is requesting annexation of a 12.465-acre parcel on North Schumaker Drive (Tax Map 48, Parcel 417) into the City of Salisbury, along with an adjacent roadway and portion of waterway for a total of 12.870 acres. The property is currently zoned R-20 Residential in Wicomico County. A concept site plan proposing 60 townhome units has been included. The previous joint Salisbury-Wicomico Planning commission recommended the R-10A zoning for this development in August, 2025. The Zoning recommendation was presented to the City Council in November, 2025 and the recommendation was received favorably.

### Attachment(s):

[Planning Commission Staff Report & Decision Letter - N. Schumaker Annexation.pdf](#)  
[N. Schumaker Dr. - Narrative \(1\).pdf](#)  
[Wicomico County Zoning Waiver](#)  
[Public Notice](#)  
[Res3472](#)  
[Exhibit 1 Annexation Petition.pdf](#)  
[Exhibit 2 Legal description.pdf](#)  
[Exhibit 3 - Annexation Plat.pdf](#)  
[Exhibit 4 25 percent certification.pdf](#)  
[Exhibit 5 Concept development plan.pdf](#)  
[Exhibit 6 - ANNEXATION AGREEMENT.final \(1\) - Copy.pdf](#)  
[Exhibit 7 - ANNEXATION PLAN final - Copy.pdf](#)



# City of Salisbury

August 22, 2025

George, Miles & Buhr, INC.  
206 West Main Street  
Salisbury, MD 21801  
Attn: Christopher Pfeifer

**RE: ZONING RECOMMENDATION FOR ANNEXATION – N.Schumaker Drive  
Annexation – N. Schumaker Drive – Wicomico County R-20 Residential – M-0048,  
G-0006, P-0417 - (Z.White)**

Dear Mr.Pfeifer:

The Salisbury-Wicomico Planning Commission at its August 21, 2025 meeting, recommended the **R10-A** zoning district for the proposed annexation of the property known as “Lands of Nicholas Fenzel” located on N.Schumaker Drive.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3170.

Sincerely,

Zack White  
Associate Planner



## Infrastructure and Development Staff Report

August 21, 2025

### I. BACKGROUND INFORMATION:

Project Name: North Schumaker Drive

Applicant/Owner: George, Miles, & Buhr. LLC

Nature of Request: Zoning Recommendation for Annexation

Location of Property: North Schumaker Drive; Map #0048; Grid #0006; Parcel #0417

Existing County Zoning: R-20 Residential

### II. SUMMARY OF REQUEST:

The City Department of Infrastructure and Development has referred the North Schumaker Drive annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on North Schumaker Drive directly to the east of the development known as "Granby's Cove." The total area of the lot is 12.870 acres, which includes the road and the parcel which stretches into Schumaker Pond. Roughly 0.28 acres of this total will be the area of the pond. **(Attachment 1 -3)**

### III. ZONING ANALYSIS:

#### A. Zoning for Annexed Areas

##### 1. Introduction

All areas to be annexed must be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The classification of future City area, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

##### 2. Adopted Plans

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

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

- a. The City of Salisbury Comprehensive Plan – The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land

use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside Corporate Limits. The property in question is included within the Municipal Growth Area, and is designated as “Low Density Residential.”

- b. The Wicomico County Comprehensive Plan – The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated “R-20 Residential.”

### 3. Maryland Law

**The Five-Year Rule:** Subsection 4-416(b) of the Local Governments Article of the Annotated Code provides that no city or town may for five years following an annexation allow development of property within an annexed area if the development would be substantially different than the use authorized under county zoning at the time of the annexation. Also, for five years following an annexation, development density of newly annexed property may not be greater than 50% higher than would have been permitted under county zoning at the time of annexation. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.

DID staff have determined a waiver will be required for the development of this parcel.

#### B. Existing Zoning:

The current zoning for the property is Wicomico County’s R-20 Residential. The parcel directly east is also zoned county R-20. Across N. Schumaker drive to the north is in the county and zoned R8. Directly to the west is the aforementioned “Granby’s Cove” development which is City of Salisbury and is zoned R8 – Residential. **(Attachment 4)**

#### C. City Growth Area

The City of Salisbury currently includes the lands in question as part of its growth area, with the proposed Land Use of “Low Density Residential.” As part of the city’s 2010 Comprehensive Plan, Low Density Residential is defined by a density range of four to five-equivalent dwelling units per acre. **(Attachment 5 & 6)**

#### **IV. DEVELOPMENT SCENARIO**

##### **A. Proposed Use:**

The proposed development of plat entitled “Lands of Nicholas Fenzel” consists of 60 townhome units. **(Attachment 7)**

##### **B. Access:**

According to the Concept development plan, the proposed site will have access from N. Schumaker Dr, and has the potential to be connected to Hadley’s Place to the west, which is a stub road that exists in the neighboring Granby’s Cove development.

##### **C. Configuration and Design:**

The annexation area is rectangular in shape and shares the entirety of its western border with the city corporate line, which reaches south into Schumaker Pond. The land has a 150-Foot utility easement running through it.

##### **D. Estimated Development Impacts**

The development will increase housing supply in the area.

#### **V. ZONING RECOMMENDATION:**

##### **Introduction:**

The specific purpose of the Planning Commission’s review is to make a zoning recommendation for the annexation area that is currently zoned R-20 Residential in the County.

##### **Zoning Proposal:**

The petitioner is proposing City R8-A and cites the nearby city zoning designations (R-5A, R-8, R8-A, R-10) as their reasoning for their proposal. **(Attachment 8)** While those designations do exist nearby, it is DID staff’s recommendation to avoid the R8-A designation as it allows for townhome development at a density of 8 units per acre, and apartment development at a density of 10 units per acre, which is above the 5 units per acre which the city considers “Low Density.” The submitted concept development plan proposes only 60 townhomes, which equates to 4.81 units per acre, which is within the Low-Density range, however it is staff’s recommendation to designate zoning based on uses permitted in the zone, rather than the submitted proposal.

##### **Staff Review**

Upon reviewing the municipal code, staff found that R10-S zoning would be the appropriate designation for this development. This zoning maintains the integrity of the nearby single-family

zoning, while allowing for cluster development, which reduces the allowable minimum lot sizes and setbacks without increasing density. This reduction will allow for development to be concentrated away from the utility easement, while maintaining nearly the same lot allowance (54 lots as opposed to 60).

Chapter 17.176.030B of our Municipal code regarding Cluster Development states that:

*The total number of lots or units allowed on a tract of land for the cluster development shall be the same as for the type of lots or units permitted for the district in which the cluster development is located, provided that:*

- 1. The development adheres to the total land area for the sum of individual lots or units required in each district;*
- 2. Land area resulting from the reduction of lot size shall be provided and maintained as common and developed open space area for the benefit of residents of the development.*

(Calculations are estimates and do not account for space taken up by infrastructure)

| Zoning | Max Units Per Acre | Single Family | Townhomes | Apartment Units | Cluster Development |                                       |
|--------|--------------------|---------------|-----------|-----------------|---------------------|---------------------------------------|
| R8-A   | 10                 | 55.84         | 99.72     | 124.65          | N/A                 | 12.465 acres= 542,975.4               |
| R8-S   | 5.4                | 55.84         | N/A       | N/A             | 67.87               |                                       |
| R8     | 5.4                | 55.84         | N/A       | N/A             | N/A                 | utility easement - approx. 2.21 acres |
| R10-A  | 8                  | 44.67         | 74.79     | 99.72           | N/A                 |                                       |
| R10-S  | 4.4                | 44.67         | N/A       | N/A             | 54.30               | 10.255 acres developable = 446,707.8  |
| R10    | 4.4                | 44.67         | N/A       | N/A             | N/A                 |                                       |

### Recommendation

Staff recommends the parcel referred to as the “Lands of Nicholas Fenzel” to be zoned R10-S upon annexation into City limits.

■ ■ ■ ■

ARCHITECTS  
ENGINEERS

206 WEST MAIN STREET  
SALISBURY, MD 21801  
PH: 410.742.3115  
PH: 800.789.4462  
salisbury@gmbnet.com

SALISBURY  
BALTIMORE  
SEAFORD  
LEWES  
OCEAN VIEW

www.gmbnet.com

■ ■ ■ ■

JAMES H. WILLEY, JR., P.E.  
CHARLES M. O'DONNELL, III, P.E.  
A. REGGIE MARINER, JR., P.E.  
JAMES C. HOAGSON, P.E.  
STEPHEN L. MARSH, P.E.  
DAVID A. VANDERBEEK, P.E.  
ROLAND E. HOLLAND, P.E.  
JASON M. LYTLE, P.E.  
CHRIS B. DERBYSHIRE, P.E.  
MORGAN H. HELFRICH, AIA  
KATHERINE J. MCALLISTER, P.E.  
W. MARK GARDOCKY, P.E.  
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.  
JUDY A. SCHWARTZ, P.E.  
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.  
VINCENT A. LUCIANI, P.E.  
AUTUMN J. BURNS  
CHRISTOPHER J. PFEIFER, P.E.  
BENJAMIN K. HEARN, P.E.

May 16, 2025

Department of Infrastructure & Development  
City of Salisbury  
125 N. Division Street, Room 304  
Salisbury, Maryland 21801

Attn: Mr. Zack White  
Associate Planner I

Re: Petition for Annexation  
North Schumaker Drive  
Map: 0048, Grid: 006, Parcel: 0417

Dear Mr. White:

On behalf of the developer, Camden Development, LLC., we are seeking the annexation of a 12.465-acre parcel located on North Schumaker Drive into the limits of the City of Salisbury. The property is currently adjacent to the city limits of Salisbury located at Tax Map 48, Parcel 417. The total annexation area as shown on the attached annexation plat entitled "Lands of Nicholas Fenzel – Annexation Plat" is 12.771 Acres which includes the parcel and roadway.

The current zoning of the property in Wicomico County is R-20 Residential. We are requesting the parcel be annexed into the City of Salisbury and zoned R-8A Residential. There are multiple parcels currently zoned R-8A on North Schumaker Drive. Most notably the Stone Gate Community which is approximately 2,000 feet west of this property.

A conceptual site plan has been developed and is attached to this submittal showing 60 townhome units which would be permitted by a zoning of R-8A. Annexation of this property would allow for access to city water and sewer, supporting the development of this property for new housing with the City of Salisbury limits.

Thank you for your time and attention to this matter. Please feel free to contact me with any questions or comments.

Sincerely,



Christopher J. Pfeifer, P.E.  
Vice President/Site Sustainable Group Leader

# COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2026 Legislative Session

Legislative Day No. 09

## RESOLUTION NO. 67-2026

Introduced by: The President of the Council

A RESOLUTION APPROVING A ZONING WAIVER FOR CITY OF SALISBURY LANDS OF NICHOLAS FENZEL- NORTH SCHUMAKER DRIVE ANNEXATION, IN THE CITY OF SALISBURY.

WHEREAS, the City of Salisbury has referred the City of Salisbury and Lands of Nicholas Fenzel- North Schumaker Drive Annexation to Wicomico County for review and a waiver of the County zoning designation. The property adjoins the south easterly boundary of the City of Salisbury, and consists of approximately 12.870 acres of land, which includes a portion of North Schumaker Drive (10,392 sf); and

WHEREAS, the proposed municipal zoning designation is "R-10A, Residential," which under the parameters of State Annexation Law, is inconsistent with the property's current Wicomico County zoning of "R-20 Residential;" and

WHEREAS, Maryland Annotated Code, Local Government Article, Section 4-416(c) requires County approval if the City of Salisbury places the annexed land in a zoning classification that allows a land use or density substantially different from the land use or density specified in the County zoning classification; and

WHEREAS, the County Department of Planning and Zoning has found that the proposed municipal zoning designation is "R-10A, Residential," which, under the parameters of State Annexation Law, is inconsistent with the property's current Wicomico County zoning of "R-20 Residential." Although both the municipal and county zoning districts allow for some overlapping uses, the proposed municipal zoning allows for a variety and intensity of residential and non-residential uses, which the existing County zoning does not allow. Additionally, higher-density building types are allowed in the proposed municipal zone at a greater than a 50% increase in residential densities in the County zone; and

WHEREAS, the City of Salisbury has agreed to maintain the annexed portions of North Schumaker Drive and Schumaker Pond.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the request for the County zoning waiver for the City of Salisbury Lands of Nicholas Fenzel- North Schumaker Drive Annexation be and hereby is approved to allow the City of Salisbury zoning designation as "R-10A, Residential ", and Wicomico County further agrees that the City of Salisbury will maintain the annexed portions of North Schumaker Drive and Schumaker Pond.

DONE at Salisbury, Maryland this 5th day of May, 2026.

ATTEST:

COUNTY COUNCIL OF WICOMICO  
COUNTY, MARYLAND

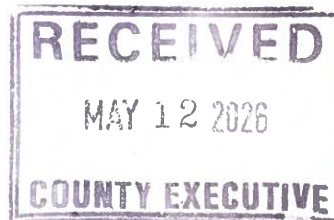
Laura Hurley  
Laura Hurley, Council Administrator

John T. Cannon (SEAL)  
John T. Cannon, Council President

CERTIFICATION

THIS RESOLUTION was Adopted ✓, Adopted with Amendments \_\_\_\_\_, Failed \_\_\_\_\_,  
Withdrawn \_\_\_\_\_ by the County Council on \_\_\_\_\_, 2026.

Certified by Laura Hurley  
Laura Hurley, Council Administrator



## Public Notices

Originally published at [delmarvanow.com](http://delmarvanow.com) on 05/15/2026

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### NOTICE OF ANNEXATION TO THE CITY OF SALISBURY

#### North Schumaker Dr – Annexation

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “North Schumaker Drive Annexation” which consists of one parcel of 12.465+/- acres, 10,392.3 square feet +/- of public road right-of-way, and 12,327.3 square feet +/- of Schumaker Pond, which together makes 12.870+/- of total area to be annexed.

NOTICE is hereby given by the Council of the City of Salisbury that, on May 11, 2026, Resolution No. 3472 was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “North Schumaker Drive Annexation”, together with all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, and Annexation Agreement of the City of Salisbury.

NOTICE is hereby given by the Council of the City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on June 8th, at 6:00 p.m. in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be R-10A;

- C. Subject to the provisions of the Annexation; and Agreement and all provisions of the above referenced Resolutions.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article §4-408, et. seq. of the Maryland Annotated Code, as amended.

A copy of each Resolution is posted and may be examined at the City-County Office Building, Salisbury, Maryland and available on the City of Salisbury website at <https://salisbury.md>.

(FOR FURTHER INFORMATION CALL 410-548-3170)

April Jackson, Council President

Publication Dates: May 15, 2026  
May 22, 2026  
5/15/2026 & 5/22/2026

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**RESOLUTION NO. 3472**

**A RESOLUTION** to annex certain land to be known as the “North Schumaker drive Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 12.870 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

**WHEREAS**, the City of Salisbury is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code to expand its municipal boundaries by annexing lands adjacent to it; and

**WHEREAS**, the City of Salisbury has received a Petition for Annexation dated May 20, 2025, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, requesting that the City of Salisbury annex that certain area of land generally located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby’s Cove and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 12.465 acres of land, more or less, being all that real property identified as Map 0048, Grid 0006, Parcel 0417, a portion of the public road right-of-way known as “North Schumaker Dr.,” containing 10,392.3 square feet of land more or less, and a portion of Schumaker Pond containing 12,327.3 square feet more or less, and further being the same real property more particularly described in the Property Description attached hereto as **Exhibit 2**, and more particularly depicted on that certain plat entitled “Annexation Plat” dated April 1, 2025 and prepared by B Wilkins-Noble, LLC, attached hereto as **Exhibit 3** (the aforesaid real property is hereinafter referred to as the “**Property**”); and

**WHEREAS**, the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4**; and

**WHEREAS**, the Property is adjacent to existing City of Salisbury boundaries, and if the Property is incorporated into the City of Salisbury boundaries, no enclaves of non-City of Salisbury land will be created; and

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

**WHEREAS**, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required to adopt an Annexation Plan for the proposed annexation of the Property; and,

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this

Resolution, providing for the Council of the City of Salisbury’s annexation of the Property and approval of the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for June 8, 2026 at 6:00 p.m.

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

**Section 1.** It is proposed and recommended that that the municipal boundaries of the City of Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all that certain real property more particularly described in **Exhibits 2, 3, 4 and 5** attached hereto and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as contemplated by this Resolution is hereinafter referred to as the “**Property**”).

**Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of Salisbury subject to all terms, conditions and agreements contained in the proposed Annexation Agreement and the Annexation Plan, attached as **Exhibits 6 and 7, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution. Upon the effective date of this Resolution, the provisions of the Charter and Code of the City of Salisbury, and any local public laws enacted or so enacted affecting the City of Salisbury, shall be effective within the Property except to the extent that this Resolution or the Annexation Agreement provide otherwise.

**Section 3.** The Mayor of the City of Salisbury be and hereby is authorized to execute on behalf of the City of Salisbury the Annexation Agreement attached hereto as **Exhibit 6**.

**Section 4.** The Annexation Plan attached hereto as **Exhibit 7** be and hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by this Resolution.

**Section 5.** The Zoning Map of the City of Salisbury shall be amended to include the Property within that certain Zoning District of the City of Salisbury identified as “**R-10A Residential**”, which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned “**R-20 Residential**” in accordance with the existing zoning laws of Wicomico County, Maryland.

**Section 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on June 8, 2026 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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

75           **Section 7.** It is the intention of the Council of the City of Salisbury that each provision of this  
76 Resolution shall be deemed independent of all other provisions herein.

77           **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,  
78 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or  
79 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
80 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
81 Resolution shall remain and shall be deemed valid and enforceable.

82           **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
83 as if such recitals were specifically set forth at length in this Section 9.

84           **Section 10.** This Resolution and the annexation of the Property as contemplated herein, shall take  
85 effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right  
86 of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

87           **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
City of Salisbury held on May 11, 2026, having been duly published as required by law in the meantime, and  
a public hearing was held on June 8, 2026 at 6:00 p.m., and was finally passed by the Council at its regular  
meeting held on June 8, 2026.

92  
93 \_\_\_\_\_  
94 Julie A. English,  
95 City Clerk

\_\_\_\_\_  
April R. Jackson,  
Council President

96 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
97  
98  
99

100 \_\_\_\_\_  
101 Randolph J. Taylor,  
102 Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 417  
\_\_\_\_\_  
\_\_\_\_\_

Map # 48  
\_\_\_\_\_

SIGNATURE (S)

Signature



Printed

Bryan Lloyd

5/20/25  
Date

Signature

\_\_\_\_\_

\_\_\_\_\_  
Date

Printed

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Signature

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## NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL PROPERTY

Beginning for the same at a point being an existing corner of the Corporate Limits Line located on the northerly side of North Schumaker Drive at its intersection with the easterly line of Granby's Cove – Section 2 subdivision, extended X 1,213,374.71 Y 191,051.95; thence continuing with the line of the said existing Corporate Limits South twenty-one degrees five minutes forty-five seconds West (S 21° 05' 45" W) one thousand two hundred three decimal four, zero (1203.40) feet to a point in the northerly side of the Schumaker Pond X 1,212,941.57 Y 189,929.20; thence North eighty-five degrees ten minutes nineteen seconds East (N 85° 10' 19" E) four hundred six decimal five, seven (406.57) feet to a concrete monument near the northerly edge of the said Schumaker Pond X 1,213,346.70 Y 189,963.42; thence continuing along the said edge of Schumaker Pond North seventy-nine degrees six minutes twenty-four seconds East (N 79° 06' 24" E) two hundred six decimal two, zero (206.20) feet to a point on the easterly line of the lands of Nicholas Fenzel at an iron rod and cap X 1,213,549.18 Y 190,002.39; thence by and with said line of Nicholas Fenzel North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) seven hundred forty-two decimal eight, three (742.83) feet to a point at the southeasterly corner of the lands of Teresa D. Rodman X 1,213,817.64 Y 190,695.02; thence by and with the southerly line of the said Rodman land North sixty-nine degrees three minutes fifty-one seconds West (N 69° 03' 51" W) one hundred decimal zero, zero (100.00) feet to a point at the southwesterly corner of the said Rodman land X 1,213,724.24 Y 190,730.75; thence by and with the westerly line of the said Rodman land, in part, North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) one hundred seventy-three decimal six, five (173.65) feet through a concrete monument to a point on the northerly side of North Schumaker Drive X 1,213,787.00 Y 190,892.67; thence by and with the northerly line of the said North Schumaker Drive North sixty-eight degrees fifty-two minutes thirty-six seconds West (N 68° 52' 36" W) four hundred forty-one decimal nine, eight (441.98) feet to the point of beginning.

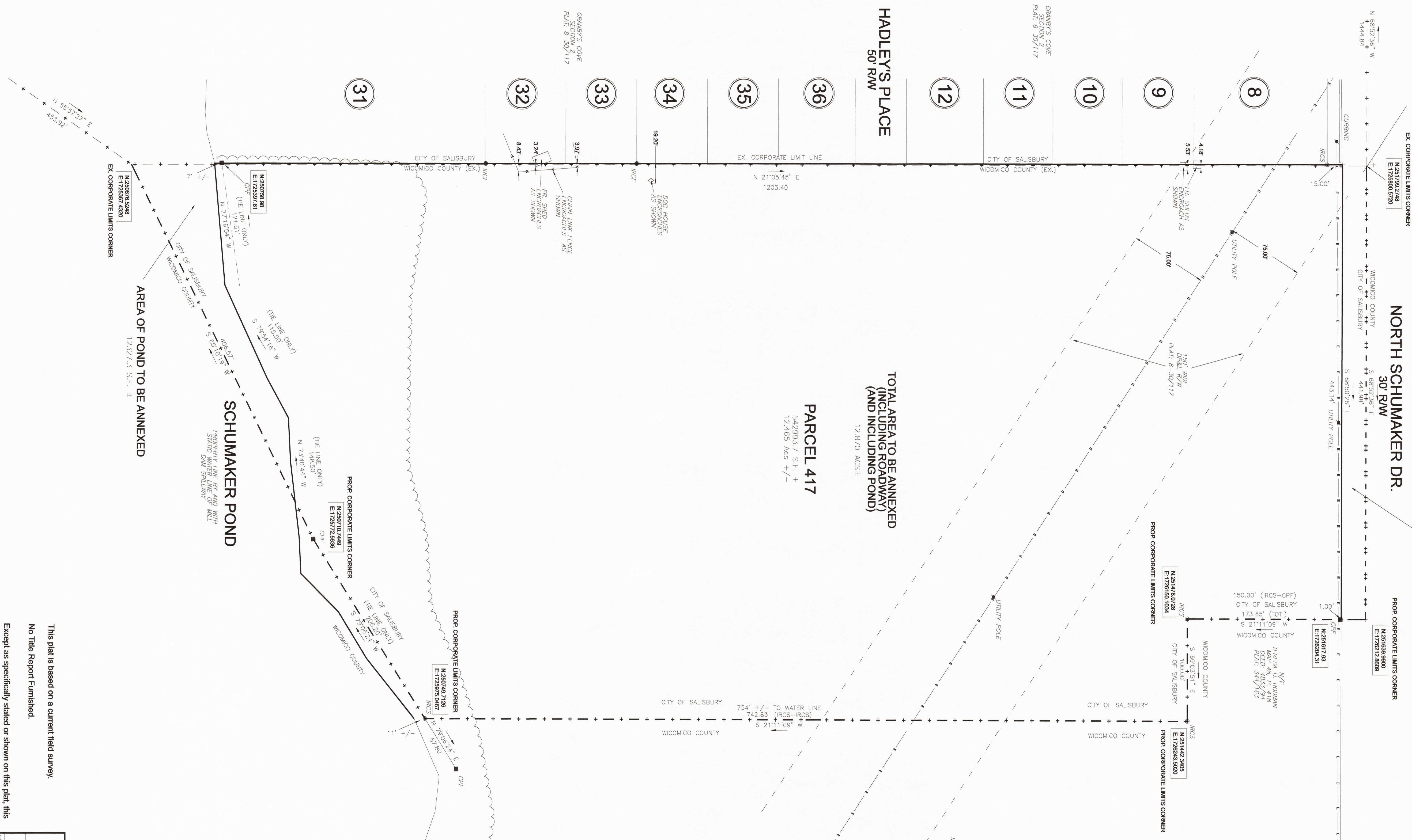
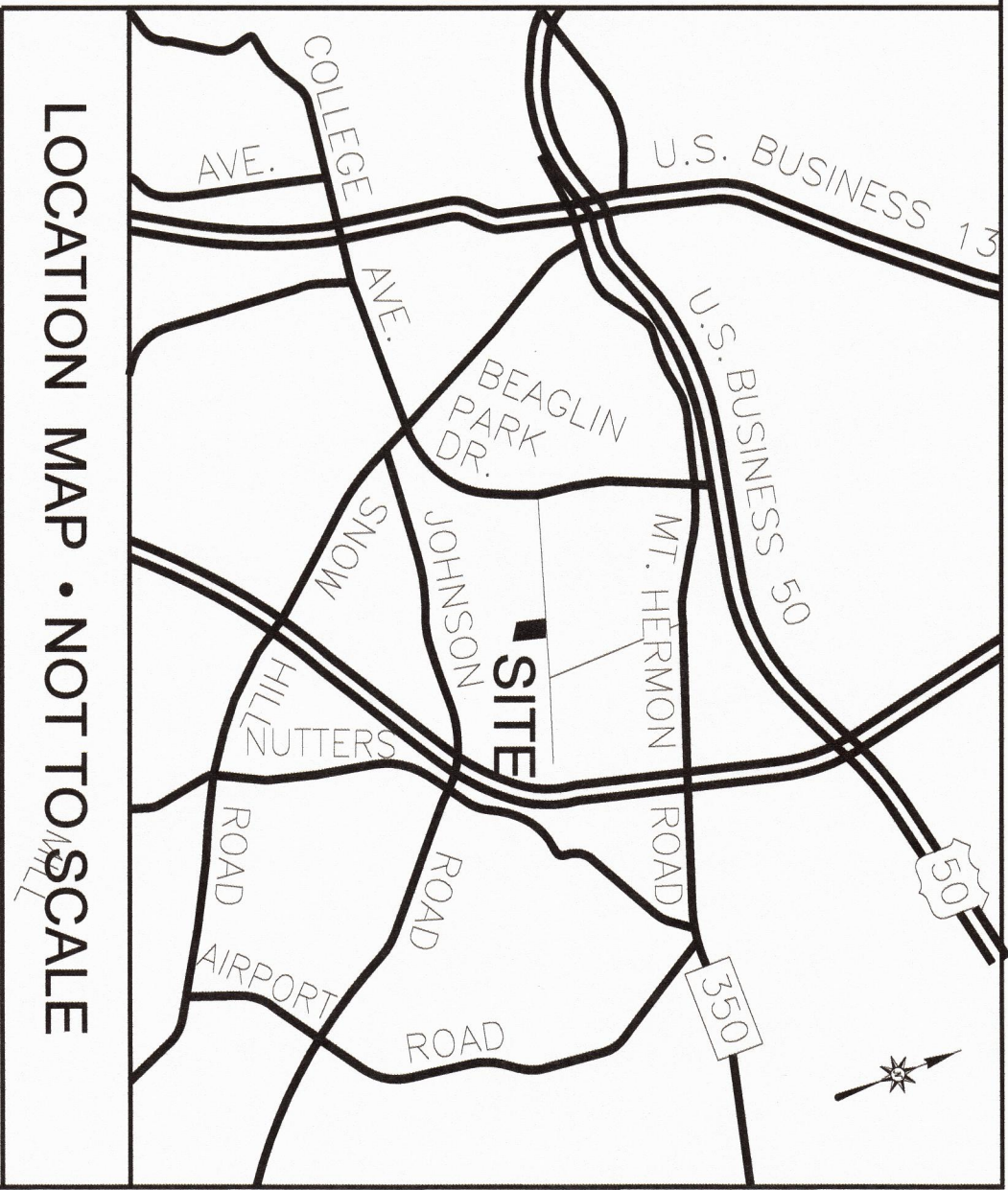
Annexation containing 12.870 acres, more or less.

GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408216
4. PLAT REF: 47381
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE X AND AE AROUND POND

LEGEND

- IRCS
- CPF
- IRCT
- +—+—+— EX CORPORATE LIMIT LINE
- +—+—+— PROP. CORPORATE LIMIT LINE
- ~~~~~ WOODS LINE
- IRON ROD WITH CAP SET
- CONCRETE POST FOUND
- IRON ROD WITH CAP FOUND
- +—+—+— OVERHEAD UTILITY LINE



DAVID ANDREW WILKINS, LLC, #21186, EXPIRATION DATE OF 01-04-2026, EITHER PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OF THE SURVEY. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09, 13.06.

This plat is based on a current field survey.  
No Title Report Furnished.  
Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose.

| LANDS OF                 |           | ANNEXATION PLAT       |            |
|--------------------------|-----------|-----------------------|------------|
| NICHOLAS FENZEL          |           | JOB NO. 147 SCHUMAKER |            |
| SCALE                    | 1" = 50'  | SURVEYED              | DAW        |
| DATE                     | 4/1/2025  | DRAWN                 | DAW        |
| REVISED                  | 7/24/2025 | LOAD FILE             | 147        |
| WILKINS-NOBLE LLC        |           | SHEET                 | 1 OF 1     |
| LAND SURVEYING           |           | PAGE X                |            |
| 11729 CHURCH ST.         | 410       | 621                   | 03221      |
| PRINCE GEORGES, MD 21153 | 410       | 621                   | 03260 (AN) |



CERTIFICATION

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL ANNEXATION

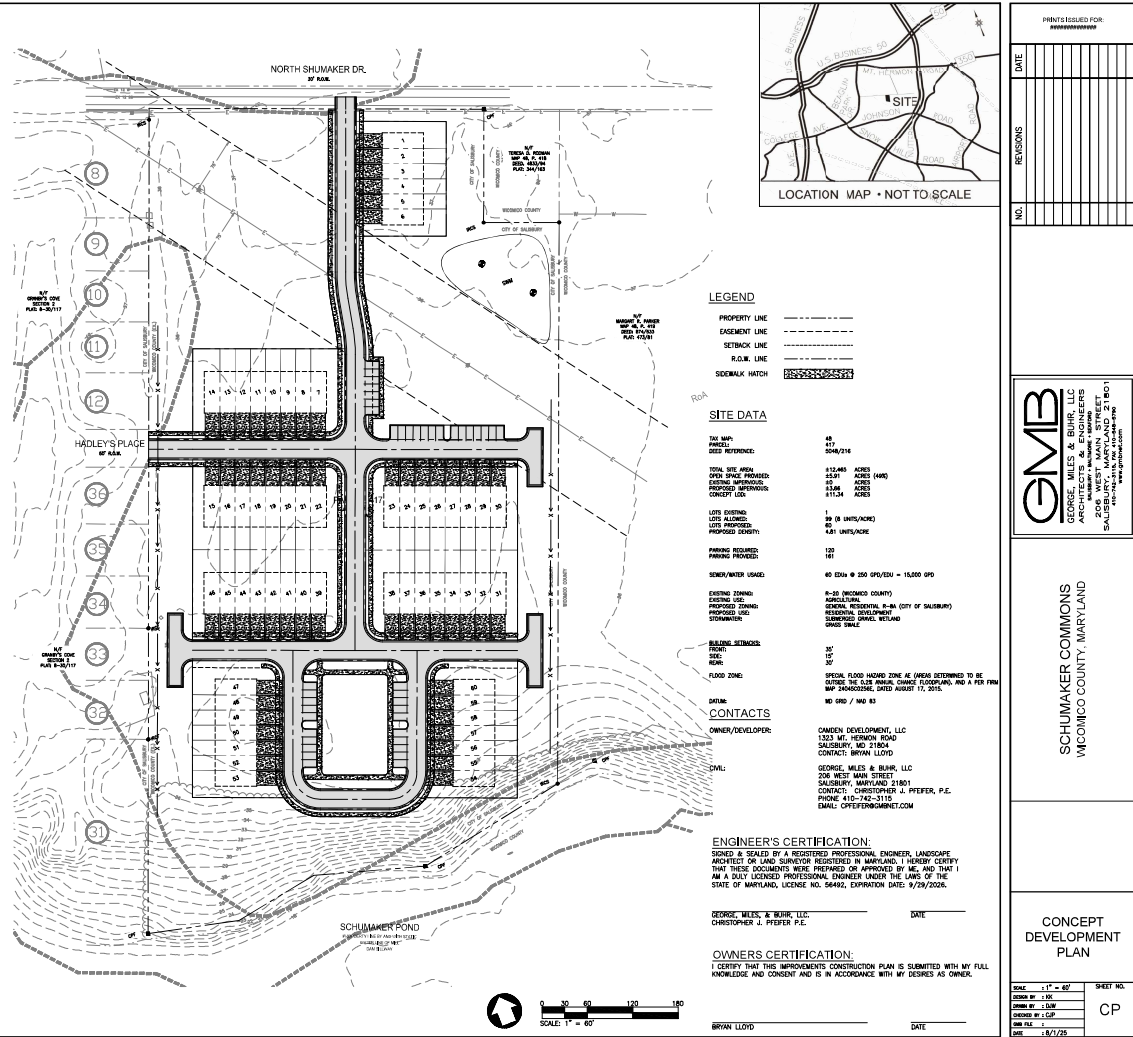
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

Leslie C. Sherrill  
Surveyor

Date: 8/20/2025

North Schumaker Drive – Nicholas Fenzel – Certification – 08-20-2025.doc

# Exhibit 5



## NORTH SCHUMAKER DRIVE ANNEXATION

### ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT (“Agreement”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland (the “**City**”), and Camden Development, LLC (“**Camden Development**” or “**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

### RECITALS

**WHEREAS**, Petitioner, though it Managing Member, has submitted a Petition for Annexation dated May 20, 2025 for the property described below and further delineated in the exhibits attached hereto, containing 12.870 acres, more or less (the Petition for Annexation and Property Description are incorporated herein and attached hereto as **Exhibits 1 and 2**, respectively); and

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

**WHEREAS**, Petitioner is the fee simple owner of that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number 05-063310 (Map 0048, Grid 0006, Parcel 0417) (hereinafter referred as the “**N. Schumaker Dr. Property**”);

**WHEREAS**, the N. Schumaker Dr. Property consists of 12.465+/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit 3**); and

**WHEREAS**, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit 2** (the “**North Schumaker Drive – Nicholas Fenzel Property Description**”); and

**WHEREAS**, the Annexation Plat and the North Schumaker Drive – Nicholas Fenzel Property Description further depicts all that certain portion of the public road right-of-way known as “North Schumaker Dr.,” consisting of 10,392.3 +/- square feet of land more or less (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less; (the N. Schumaker Dr. Property, together with the Schumaker Pond property, and the N. Schumaker Drive ROW are hereafter referred to collectively as the “**Property**”); and

**WHEREAS**, the City has caused to be made a certification of the signatures on the Petition for Annexation at issue herein and the City has verified that the persons signing the Petition for Annexation represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025 (the Certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, is incorporated herein and attached hereto as **Exhibit 4**); and

**WHEREAS**, Petitioner intends to construct sixty (60) townhome units, consistent with the use of property located in the City’s R-10A Residential zoning district, and as more fully set forth on the Concept Development Plan attached hereto and incorporated herein as **Exhibit 5** (collectively, the “**Concept Development Plan**”); and

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

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

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

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

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

**1. Effective Date.**

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

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

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

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

**3. Warranties & Representations of Petitioner.**

(a) This Agreement shall constitute the written consent of Petitioner to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Camden Development requests the annexation in accordance with the Annexation Plat attached as **Exhibit 3**. Petitioner represents and warrants to the City that it has the full power and authority to sign this Agreement. Petitioner further represents and warrants to the City that there is no action pending against, or otherwise involving, Petitioner that would affect, in any way, the right and authority of Petitioner to execute this Agreement.

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

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

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

**5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned R-10A Residential, as set forth in Chapter 17.160 of the City Code.

**6. Municipal Services.**

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

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

**7. Standards & Criteria.**

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

**8. City Boundary Markers.**

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

(b) In the event Camden Development fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Petitioner shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Petitioner under Section 8(a), whichever is greater.

**9. Development Considerations.**

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

(b) **Development of Property.** Petitioner shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's R-10A Residential zoning district.

(c) **Contribution to Area Improvement.** Petitioner agrees to install ADA-accessible sidewalks, curbs, gutters and City standard street lights along the full public road frontage of the Property, including but not limited to the portions of the Property fronting on North Schumaker Drive, and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

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

- (i) Camden Development shall pay to the City a non-refundable development assessment in the amount of Eleven Thousand Dollars (\$11,000) (the "**Development Assessment**"). Camden Development expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The City hereby acknowledges its receipt of said Development Assessment.
- (ii) In the event Camden Development fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Petitioner shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Petitioner or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** Petitioner expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the

Property; include enhanced site landscaping which recognizes and otherwise displays the “gateway” character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

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

- (i)** The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Petitioner shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City’s standards and specifications.
- (ii)** In addition to the provisions set forth in Section 9(f)(i), Petitioner’s design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between Petitioner and the City (the “PWA”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Petitioner, or any party acting on its behalf, for any work associated with Petitioner’s development of the Property, or any portion thereof, until the PWA has been executed by the Parties.
- (iii)** Petitioner shall submit a Comprehensive Development Plan to the Salisbury Planning Commission prior to development of the Property. No building permits shall be issued by the City until such time as the Comprehensive Development Plan is approved by the Salisbury Planning Commission.

**10. Record Plat.**

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

**11. Notices.**

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

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

Camden Development, LLC  
1323 Mt. Hermon Rd. S. 4B  
Salisbury, MD 21804

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

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

*With a copy to:*  
Laura E. Ryan, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

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

Petitioner expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-10A Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Petitioner's development and/or use of the Property or any portion thereof.

**13. Miscellaneous Provisions.**

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

**(b) Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by the City as a result of a state or federal mandate; or, **(iii)** applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTEST/WITNESS:**

**“PETITIONER”:**

**CAMDEN DEVELOPMENT, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

**THE “CITY”:**

**CITY OF SALISBURY, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Randolph J. Taylor, Mayor

**CERTIFICATION BY ATTORNEY**

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

---

**LAURA E. RYAN, ESQUIRE**

**ANNEXATION PLAN  
FOR THE  
NORTH SCHUMAKER DRIVE ANNEXATION  
TO THE CITY OF SALISBURY**

March 10, 2026

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

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) originally submitted by Camden Development, LLC, through its Managing Member, (“**Camden Development**” or “**Petitioner**”)(see Annexation Petition attached hereto as ***Exhibit 1*** and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as ***Exhibit 2*** and incorporated as if fully set forth herein, containing 12.870 acres, more or less, and further being:
  - All that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-063310, being all that same real property identified as Map 0048, Grid 0006, Parcel 0417 on the Tax Records of the State of Maryland, and further being, in all respects, the property described in a Deed, dated January 29, 2026, from Nicholas Fenzel to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5671 Folio 17 (hereinafter referred to as the “**N. Schumaker Dr. Property**”); the N. Schumaker Dr. Property consists of 12.465 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as ***Exhibit 3***), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less as more particularly depicted on ***Exhibit 3***; and
  - All that certain portion of the public road right-of-way known as “North Schumaker Drive”, consisting of 10,392.3 +/- square feet of land more or less and being that same public right-of-way more particularly depicted on the attached ***Exhibit 3***. (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”); the N. Schumaker Dr. Property and the N. Schumaker Drive ROW are hereinafter referred to collectively as the “**Property**”).
- At the August 21, 2025 Meeting of the Salisbury-Wicomico Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear

public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by Petitioner, at the [REDACTED] Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioner for Annexation of the Property.** Camden Development is the Petitioner for annexation of the Property. Camden Development, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Property is located as follows: (a) the N. Schumaker Dr. Property is located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby's Cove; and (b) The N. Schumaker Drive ROW bisects the N. Schumaker Dr. Property beginning at the northwestern corner of the N. Salisbury Dr. Property and running in a southeasterly direction therefrom with a uniform width of 150', as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit 3*.

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

- (a) The Property consists of 12.870 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2*.
- (b) The persons signing the Annexation Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as *Exhibit 4* and incorporated by reference as if fully set forth herein.
- (c) N. Schumaker Dr. Property is unimproved. As set forth below, the Annexation Petition submitted by Camden Development arises exclusively from the proposed plan for development of the Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit 5* (the "Concept Development Plan").
- (d) The N. Schumaker Dr. ROW consists of 10,392.3 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the N. Schumaker Dr. ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the N. Schumaker Dr. ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Petitioner as provided in the Annexation Agreement by and between the City and Petitioner.

**1.4. Existing Zoning.** All of the Property is currently zoned R-20 Residential under the Wicomico County Code. The property directly to the west of the Property is in the City of Salisbury and is zoned R8-Residential. The property across the street from the Property is zoned R-8 Residential under the Wicomico County Code, while the property to the east is zoned R-20 Residential under the Wicomico County Code.

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

### **2.1. Comprehensive Plan.**

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth

Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan. The Property is located within the City's designated Municipal Growth Area.

- (b) With respect to the City's annexation of property, the goal of the City's Comprehensive Plan is: "to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City."

**2.2. Proposed Zoning for Property.** Upon its annexation, the Property is proposed to be zoned as "R-10A Residential". Per Section 17.160 of the City Code, the purpose of the "R-10A Residential" zoning district is: "to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts."

The Property is currently zoned by the County R-20 Residential. The City finds that the proposed density may be considered substantially higher than the current County zoning but finds it to be in keeping with the use of the contiguous property. The City will seek a waiver from the County consenting to the City's proposed zoning. If the County does not agree with the proposed zoning designation, the zoning will remain as zoned by the County for not less than five (5) years.

**2.3. Proposed Land Use for Property.** The Property will be redeveloped with residential townhomes. As set forth in Section 1.3(c) of this Annexation Plan, the Property is unimproved. Upon its annexation, the proposed Property redevelopment will consist of construction of 60 townhome units.

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

**3.1. Roads.** Currently, and following its annexation by the City, the Property can be accessed by North Schumaker Drive. As provided in Section 1.3(d), a portion of the N. Schumaker ROW on the Annexation Plat (see *Exhibit 3*) shall be annexed by the City and, in accordance therewith, become a City Road.

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, Camden Development's redevelopment of the Property will create a demand of about \$15,000 gallons per day. Camden Development, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

**3.3. Schools.** The Property is anticipated to consist of 60 residential townhome units and, therefore, will likely generate additional pupil enrollment and could have an impact on school capacity.

**3.4. Parks and Recreation.** The City's annexation of the Property will have no impact on park and recreational facilities, but could generate additional demand for park and recreational facilities due to the increase in residential units.

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

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

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

**3.8. Waste Collection.** The Property will be served by private waste haulers.

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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent North Schumaker Drive on the eastern side of the City of Salisbury. Camden Development's proposed residential use of the Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Camden Development requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Camden Development's proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as ***Exhibit 3.***



# City of Salisbury

## **Memo**

To: Nick Rice, City Adminsitrator  
From: Sandy Green, Director of Finance  
Date: May 4, 2026  
Subject: FY2027 Budget Ordinance - 2nd Reading

This ordinance establishes the appropriations necessary to operate the City during FY27. It also authorizes project and grant funding.

Attachment(s):

[FY27 Fire Department Pay Scale.pdf](#)

[FY27 Police Pay Scale.pdf](#)

[Ord2999](#)

| 7/1/2026          |       | COLA    |         | 2.50%   |         | Step Moves |         | 1       |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |  |
|-------------------|-------|---------|---------|---------|---------|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|
| Base Adjustment   |       | \$ -    |         | 2.25%   |         | Step Rate  |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |  |
| Column            | Grade | 1       | 2       | 3       | 4       | 5          | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      | 15      | 16      | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      | 26      | 27      | 28      | 29      | 30      |         |  |
| Probationary FPEM | 1     | 44,348  | 45,345  | 46,305  | 47,409  | 48,476     | 49,598  | 50,682  | 51,622  | 52,689  | 53,689  | 54,689  | 55,720  | 56,822  | 57,820  | 58,922  | 60,056  | 61,218  | 62,312  | 63,478  | 64,593  | 67,682  | 69,205  | 70,762  | 72,254  | 73,882  | 75,447  | 77,149  | 79,089  | 80,889  | 82,888  | 84,849  |  |
| Probationary FPEM | 2     | 45,177  | 46,174  | 47,134  | 48,238  | 49,299     | 50,394  | 51,494  | 52,594  | 53,694  | 54,794  | 55,894  | 56,924  | 58,022  | 59,122  | 60,222  | 61,322  | 62,422  | 63,522  | 64,622  | 67,712  | 69,235  | 70,792  | 72,284  | 73,912  | 75,477  | 77,179  | 79,119  | 80,919  | 82,918  | 84,879  | 86,840  |  |
| FPEM 1            | 3     | 46,565  | 47,633  | 48,684  | 49,779  | 50,899     | 52,045  | 53,216  | 54,243  | 55,637  | 56,889  | 58,169  | 59,478  | 60,816  | 62,185  | 63,584  | 65,014  | 66,477  | 67,973  | 69,502  | 71,066  | 72,665  | 74,300  | 75,972  | 77,681  | 79,424  | 81,216  | 83,043  | 84,912  | 86,822  | 88,776  |         |  |
| FPEM 1            | 2P    | 53,270  | 54,469  | 55,684  | 56,947  | 58,229     | 59,539  | 60,879  | 62,418  | 63,647  | 65,081  | 66,545  | 68,043  | 69,574  | 71,139  | 72,744  | 74,376  | 76,050  | 77,761  | 79,510  | 81,296  | 83,129  | 84,999  | 86,912  | 88,867  | 90,867  | 92,911  | 95,002  | 97,139  | 99,305  | 101,560 |         |  |
| Driver/EM         | 3     | 47,962  | 49,041  | 50,144  | 51,273  | 52,426     | 53,606  | 54,812  | 56,045  | 57,308  | 58,596  | 59,914  | 61,282  | 62,641  | 64,050  | 65,491  | 66,965  | 68,471  | 70,012  | 71,587  | 73,198  | 74,845  | 76,529  | 78,251  | 80,012  | 81,812  | 83,653  | 85,535  | 87,459  | 89,427  | 91,439  |         |  |
| Driver/EM         | 3P    | 54,868  | 56,014  | 57,365  | 58,656  | 59,676     | 61,325  | 62,705  | 64,116  | 65,558  | 67,033  | 68,542  | 70,084  | 71,661  | 73,273  | 74,922  | 76,608  | 78,331  | 80,094  | 81,866  | 83,738  | 85,623  | 87,549  | 89,519  | 91,533  | 93,593  | 95,685  | 97,852  | 100,003 | 102,304 | 104,606 |         |  |
| Sergeant          | 4     | 50,612  | 51,693  | 52,822  | 53,936  | 55,046     | 56,288  | 57,553  | 58,848  | 60,172  | 61,526  | 62,910  | 64,325  | 65,773  | 67,253  | 68,766  | 70,313  | 71,895  | 73,517  | 75,167  | 76,858  | 78,587  | 80,355  | 82,163  | 84,012  | 85,902  | 87,835  | 89,811  | 91,832  | 93,899  | 96,011  |         |  |
| Sergeant          | 4P    | 57,560  | 58,608  | 60,233  | 61,589  | 62,974     | 64,391  | 65,840  | 67,322  | 68,830  | 70,365  | 71,919  | 73,498  | 75,244  | 76,953  | 78,688  | 80,438  | 82,248  | 84,098  | 85,991  | 87,925  | 89,804  | 91,526  | 93,095  | 94,110  | 95,772  | 100,443 | 102,744 | 105,056 | 107,420 | 109,837 |         |  |
| Lieutenant        | 5     | 61,847  | 63,442  | 65,087  | 66,782  | 68,563     | 70,394  | 72,267  | 74,188  | 76,159  | 78,089  | 79,969  | 81,893  | 83,864  | 85,884  | 87,964  | 89,118  | 91,254  | 93,384  | 95,509  | 97,629  | 99,749  | 101,878 | 104,008 | 106,137 | 108,267 | 110,397 | 112,527 | 114,657 | 116,787 | 118,917 | 121,047 |  |
| Lieutenant        | 5P    | 64,855  | 66,482  | 68,167  | 69,902  | 71,683     | 73,514  | 75,395  | 77,326  | 79,307  | 81,217  | 83,168  | 85,169  | 87,170  | 89,171  | 91,172  | 93,173  | 95,174  | 97,175  | 99,176  | 101,177 | 103,178 | 105,179 | 107,180 | 109,181 | 111,182 | 113,183 | 115,184 | 117,185 | 119,186 | 121,187 | 123,188 |  |
| Assistant Chief   | 7     | 68,779  | 70,327  | 71,908  | 73,511  | 75,141     | 76,803  | 78,493  | 80,210  | 81,960  | 83,740  | 85,559  | 87,397  | 89,265  | 91,163  | 93,090  | 95,046  | 97,031  | 99,046  | 101,090 | 103,163 | 105,265 | 107,397 | 109,558 | 111,747 | 113,971 | 116,231 | 118,527 | 120,860 | 123,231 | 125,641 |         |  |
| Deputy Chief      | 8     | 113,775 | 116,335 | 118,952 | 121,629 | 124,366    | 127,164 | 130,025 | 132,951 | 135,942 | 139,001 | 142,128 | 145,326 | 148,598 | 151,939 | 155,358 | 158,853 | 162,428 | 166,082 | 169,819 | 173,640 | 177,547 | 181,542 | 185,626 | 189,803 | 194,074 | 198,440 | 202,905 | 207,471 | 212,139 | 216,912 |         |  |
| Chief             | 9     | 135,595 | 138,554 | 141,671 | 144,859 | 148,196    | 151,543 | 154,899 | 158,343 | 161,806 | 165,548 | 169,326 | 173,202 | 176,976 | 180,858 | 185,058 | 189,193 | 193,450 | 197,819 | 202,253 | 206,804 | 211,457 | 216,215 | 221,078 | 226,053 | 231,074 | 236,241 | 241,658 | 247,265 | 252,655 | 258,340 |         |  |

FY27 Pay Scale - Police Department

|                                              | Grade | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      | 15      | 16      | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |
|----------------------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Police Officer Trainee                       | 1     | 71,019  |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Police Officer                               | 2     | 71,020  | 71,020  | 71,020  | 71,020  | 71,020  |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Police Officer 1st Class (PFC)               | 3     | 69,041  | 70,594  | 72,183  | 73,807  | 75,467  | 77,165  | 78,902  | 80,677  | 82,492  | 84,348  | 86,246  | 88,187  | 90,171  | 92,200  | 94,274  | 96,395  | 98,564  | 100,782 | 103,049 | 105,368 | 107,739 | 110,163 | 112,642 | 115,176 | 117,767 |
| Senior Police Officer (SPO)                  | 4     | 69,926  | 71,499  | 73,108  | 74,753  | 76,435  | 78,154  | 79,913  | 81,711  | 83,549  | 85,429  | 87,351  | 89,317  | 91,326  | 93,381  | 95,482  | 97,631  | 99,827  | 102,073 | 104,370 | 106,718 | 109,120 | 111,575 | 114,085 | 116,652 | 119,277 |
| Master Police Officer (MPO)                  | 5     | 70,731  | 72,358  | 74,022  | 75,688  | 77,391  | 79,132  | 80,913  | 82,733  | 84,595  | 86,498  | 88,444  | 90,434  | 92,469  | 94,549  | 96,677  | 98,852  | 101,076 | 103,350 | 105,676 | 108,054 | 110,485 | 112,971 | 115,512 | 118,111 | 120,769 |
| Corporal (Secondary Squad Supervisor)        | 6     | 78,131  | 79,889  | 81,686  | 83,524  | 85,404  | 87,325  | 89,290  | 91,299  | 93,353  | 95,454  | 97,602  | 99,798  | 102,043 | 104,339 | 106,687 | 109,087 | 111,542 | 114,051 | 116,617 | 119,241 | 121,924 | 124,668 | 127,473 | 130,341 | 133,273 |
| Senior Corporal (Secondary Squad Supervisor) | 7     | 80,475  | 82,286  | 84,137  | 86,030  | 87,966  | 89,945  | 91,969  | 94,038  | 96,154  | 98,317  | 100,530 | 102,792 | 105,104 | 107,469 | 109,887 | 112,360 | 114,888 | 117,473 | 120,116 | 122,819 | 125,582 | 128,408 | 131,297 | 134,251 | 137,272 |
| Sergeant (Squad Supervisor)                  | 8     | 84,184  | 86,078  | 88,014  | 89,995  | 92,020  | 94,090  | 96,207  | 98,372  | 100,585 | 102,848 | 105,162 | 107,529 | 109,948 | 112,422 | 114,951 | 117,538 | 120,182 | 122,886 | 125,651 | 128,478 | 131,369 | 134,325 | 137,347 | 140,438 | 143,597 |
| Lieutenant (Squad Commander)                 | 9     | 89,768  | 91,787  | 93,899  | 96,011  | 98,172  | 100,380 | 102,639 | 104,948 | 107,310 | 109,724 | 112,193 | 114,717 | 117,298 | 119,938 | 122,636 | 125,395 | 128,217 | 131,102 | 134,052 | 137,068 | 140,152 | 143,305 | 146,530 | 149,826 | 153,198 |
| Captain (Division Commander)                 | 10    | 98,370  | 100,633 | 102,947 | 105,263 | 107,632 | 110,054 | 112,530 | 115,062 | 117,651 | 120,298 | 123,004 | 125,772 | 128,602 | 131,495 | 134,454 | 137,479 | 140,573 | 143,735 | 146,969 | 150,276 | 153,657 | 157,115 | 160,650 | 164,264 | 167,960 |
| Major (Division Commander)                   | 11    | 103,907 | 106,297 | 108,689 | 111,134 | 113,635 | 116,192 | 118,806 | 121,479 | 124,212 | 127,007 | 129,865 | 132,787 | 135,774 | 138,829 | 141,953 | 145,147 | 148,413 | 151,752 | 155,166 | 158,658 | 162,227 | 165,878 | 169,610 | 173,426 | 177,328 |
| Colonel (Assistant Chief of Police)          | 12    | 111,819 | 114,390 | 116,964 | 119,596 | 122,287 | 125,038 | 127,852 | 130,728 | 133,670 | 136,677 | 139,752 | 142,897 | 146,112 | 149,400 | 152,761 | 156,198 | 159,713 | 163,306 | 166,981 | 170,738 | 174,579 | 178,507 | 182,524 | 186,631 | 190,830 |
| Chief of Police (Department Head)            | 13    | 117,502 | 120,204 | 122,909 | 125,674 | 128,502 | 131,393 | 134,349 | 137,372 | 140,463 | 143,624 | 146,855 | 150,159 | 153,538 | 156,992 | 160,525 | 164,137 | 167,830 | 171,606 | 175,467 | 179,415 | 183,452 | 187,580 | 191,800 | 196,116 | 200,528 |



# City of Salisbury

## **Memo**

To: Nick Rice, City Administrator  
From: Sandy Green, Director of Finance  
Date: May 4, 2026  
Subject: FY2027 Water Sewer Rate Ordinance - 2nd Reading

The Water and Sewer has a rate increase of 2.5% for FY2027 and will be effective for the bills dated 10/1/2026.

Attachment(s):  
[Ord3000](#)

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**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO AMEND WATER AND SEWER RATES TO INCREASE RATES BY 2.5% AND MAKING SAID CHANGES EFFECTIVE FOR ALL BILLS DATED OCTOBER 1, 2026 AND THEREAFTER, UNLESS AND UNTIL SUBSEQUENTLY REVISED OR CHANGED.**

## RECITALS

**WHEREAS**, the water and sewer rates must be revised in accordance with the proposed Fiscal Year 2027 Budget of the City of Salisbury and the appropriations thereby made and established for purposes of the Water and Sewer Departments.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY THAT,** the water and sewer rate schedule set forth herein shall be adopted as follows:

## Section 1.

### A. Water and Sewer Rate Schedules:

## Schedule I Metered Water Changes – In City Rates

## Residential and Small Commercial

|                  |                                                    |
|------------------|----------------------------------------------------|
| Minimum Charge   | <del>\$32.67</del> <b>\$33.48</b> / quarter        |
| Commodity Charge | <del>\$4.87</del> <b>\$5.00</b> / thousand gallons |

Commercial

|                  |                                                    |
|------------------|----------------------------------------------------|
| Customer Charge  | <del>\$611.21</del> <b>\$626.49</b> / quarter      |
| Commodity Charge | <del>\$2.83</del> <b>\$2.90</b> / thousand gallons |

## Large Commercial/Industrial

|                  |                                                  |
|------------------|--------------------------------------------------|
| Customer Charge  | <del>\$944.60</del> <b>968.21</b> / quarter      |
| Commodity Charge | <del>\$2.26</del> <b>2.32</b> / thousand gallons |

## Schedule II Metered Water Charges – Outside City Rates

## Residential and Small Commercial

|                  |                                                    |
|------------------|----------------------------------------------------|
| Minimum Charge   | <del>\$65.33</del> <b>\$66.96</b> / quarter        |
| Commodity Charge | <del>\$9.75</del> <b>\$9.99</b> / thousand gallons |

## Commercial

|                  |                                                 |
|------------------|-------------------------------------------------|
| Customer Charge  | <del>\$1,222.42</del> <b>1,252.98</b> / quarter |
| Commodity Charge | <del>\$5.68</del> <b>5.82</b> /thousand gallons |

## Large Commercial/Industrial

|                  |                                      |
|------------------|--------------------------------------|
| Customer Charge  | \$1,889.21 <b>1,936.44</b> / quarter |
| Commodity Charge | \$4.57 <b>4.69</b> /thousand gallons |

|    |              |                                                                              |                                                   |
|----|--------------|------------------------------------------------------------------------------|---------------------------------------------------|
| 48 | Schedule III | Metered Water Charges – Wor-Wic Community College and Urban Service District |                                                   |
| 49 | Rates        |                                                                              |                                                   |
| 50 |              |                                                                              |                                                   |
| 51 |              | Residential and Small Commercial                                             |                                                   |
| 52 |              | Minimum Charge                                                               | <del>\$48.98</del> <b>50.21/</b> quarter          |
| 53 |              | Commodity Charge                                                             | <del>\$7.32</del> <b>7.50/</b> thousand gallons   |
| 54 |              |                                                                              |                                                   |
| 55 |              | Commercial                                                                   |                                                   |
| 56 |              | Customer Charge                                                              | <del>\$916.82</del> <b>939.74/</b> quarter        |
| 57 |              | Commodity Charge                                                             | <del>\$4.25</del> <b>4.36/</b> thousand gallons   |
| 58 |              |                                                                              |                                                   |
| 59 |              | Large Commercial/Industrial                                                  |                                                   |
| 60 |              | Customer Charge                                                              | <del>\$1,416.91</del> <b>1,452.33/</b> quarter    |
| 61 |              | Commodity Charge                                                             | <del>\$3.42</del> <b>3.50/</b> thousand gallons   |
| 62 |              |                                                                              |                                                   |
| 63 | Schedule IV  | Sewer Charges – In City Rates                                                |                                                   |
| 64 |              |                                                                              |                                                   |
| 65 |              | Residential and Small Commercial                                             |                                                   |
| 66 |              | Minimum Charge                                                               | <del>\$80.68</del> <b>82.69/</b> quarter          |
| 67 |              | Commodity Charge                                                             | <del>\$12.09</del> <b>12.40/</b> thousand gallons |
| 68 |              |                                                                              |                                                   |
| 69 |              | Commercial                                                                   |                                                   |
| 70 |              | Customer Charge                                                              | <del>\$1,523.96</del> <b>1,562.06/</b> quarter    |
| 71 |              | Commodity Charge                                                             | <del>\$7.04</del> <b>7.21/</b> thousand gallons   |
| 72 |              |                                                                              |                                                   |
| 73 |              | Large Commercial/Industrial                                                  |                                                   |
| 74 |              | Customer Charge                                                              | <del>\$2,350.78</del> <b>2,409.55/</b> quarter    |
| 75 |              | Commodity Charge                                                             | <del>\$5.63</del> <b>5.77/</b> thousand gallons   |
| 76 |              |                                                                              |                                                   |
| 77 | Schedule V   | Sewer Charges – Outside City Rates                                           |                                                   |
| 78 |              |                                                                              |                                                   |
| 79 |              | Residential and Small Commercial                                             |                                                   |
| 80 |              | Minimum Charge                                                               | <del>\$161.37</del> <b>165.40/</b> quarter        |
| 81 |              | Commodity Charge                                                             | <del>\$24.21</del> <b>24.81/</b> thousand gallons |
| 82 |              |                                                                              |                                                   |
| 83 |              | Commercial                                                                   |                                                   |
| 84 |              | Customer Charge                                                              | <del>\$3,047.91</del> <b>3,124.11/</b> quarter    |
| 85 |              | Commodity Charge                                                             | <del>\$14.04</del> <b>14.39/</b> thousand gallons |
| 86 |              |                                                                              |                                                   |
| 87 |              | Large Commercial/Industrial                                                  |                                                   |
| 88 |              | Customer Charge                                                              | <del>\$4,701.58</del> <b>4,819.12/</b> quarter    |
| 89 |              | Commodity Charge                                                             | <del>\$11.29</del> <b>11.57/</b> thousand gallons |
| 90 |              |                                                                              |                                                   |
| 91 |              |                                                                              |                                                   |
| 92 |              |                                                                              |                                                   |
| 93 |              |                                                                              |                                                   |
| 94 |              |                                                                              |                                                   |
| 95 |              |                                                                              |                                                   |

Schedule VI Sewer Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial

|                  |                                                    |
|------------------|----------------------------------------------------|
| Minimum Charge   | <del>\$121.03</del> <b>124.06</b> / quarter        |
| Commodity Charge | <del>\$18.16</del> <b>18.61</b> / thousand gallons |

Commercial

|                  |                                                    |
|------------------|----------------------------------------------------|
| Customer Charge  | <del>\$2,285.94</del> <b>2,343.09</b> / quarter    |
| Commodity Charge | <del>\$10.52</del> <b>10.78</b> / thousand gallons |

Large Commercial/Industrial

|                  |                                                  |
|------------------|--------------------------------------------------|
| Customer Charge  | <del>\$3,526.17</del> <b>3,614.32</b> / quarter  |
| Commodity Charge | <del>\$8.48</del> <b>8.69</b> / thousand gallons |

Schedule VII Sewer Charges – Sewer Only Customers

| Rate | Number of fixtures                  | Quarterly<br>In<br>City<br>Rate   | Quarterly<br>Outside<br>City<br>Rate | Quarterly<br>Urban<br>Service<br>District Rate |
|------|-------------------------------------|-----------------------------------|--------------------------------------|------------------------------------------------|
|      | 1 One to two fixtures               | <del>\$103.19</del> <b>105.77</b> | <del>\$206.37</del> <b>211.53</b>    | <del>\$154.79</del> <b>158.66</b>              |
|      | 2 Three to five fixtures            | <del>\$154.79</del> <b>158.66</b> | <del>\$309.57</del> <b>317.31</b>    | <del>\$232.17</del> <b>237.98</b>              |
|      | 3 Six to twenty fixtures            | <del>\$222.47</del> <b>228.03</b> | <del>\$444.92</del> <b>456.04</b>    | <del>\$333.68</del> <b>342.02</b>              |
|      | For every five fixtures over twenty | <del>\$91.74</del> <b>94.03</b>   | <del>\$183.46</del> <b>188.05</b>    | <del>\$137.59</del> <b>141.03</b>              |

Schedule VIII Commercial and Industrial Activities

|                                            | Annual<br>In City<br>Rate | Annual<br>Outside<br>City Rate |
|--------------------------------------------|---------------------------|--------------------------------|
| 1291) For each fire service                | \$373                     | \$746                          |
| 1312) For each standby operational service | \$373                     | \$746                          |

B. Definitions:

Residential and Small Commercial Customers – These customers have average water utilization of less than 300,000 gallons in a quarter.

Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000 gallons per quarter.

Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per quarter.

Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get average quarterly water utilization.

C. Calculation of Bills:

For Residential and Small Commercial Customers – The minimum charge for both water and sewer will apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be applied for each 1,000 gallons used and the minimum charge will not be applied.

For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a customer charge for both water and sewer. Then for each thousand gallons used the appropriate commodity charge will be applied.

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

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

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

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

**Section 5.** This Ordinance shall become effective for all bills dated October 1, 2026 and thereafter.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 11 day of May, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8 day of June, 2026.

**ATTEST:**

\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**April R. Jackson, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**



# City of Salisbury

## **Memo**

To: Nick Rice, City Administrator  
From: Sandy Green, Director of Finance  
Date: May 4, 2026  
Subject: FY2027 Fee Ordinance - 2nd Reading

FY2026 Budget Ordinance which sets the various fees for the City of Salisbury.

Attachment(s):  
[Ord3001](#)

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**RECITALS**

**WHEREAS**, the fees charged by the City are reviewed and then revised in accordance with the adoption of the Fiscal Year 2027 Budget of the City of Salisbury; and

**WHEREAS**, the fee amounts set forth in the “FY 2027 Fee Schedule” attached hereto and incorporated herein as Exhibit 1, identify and list all fee amounts to be charged and otherwise assessed by the City of Salisbury for the period of the Fiscal Year 2027, in accordance with the adoption of the Fiscal Year 2027 Budget of the City of Salisbury; and

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

**Section 1.** The fee amounts set forth in the FY 2027 Fee Schedule (the “FY27Fee Schedule”) attached hereto as **Exhibit 1** and incorporated herein, as if fully set forth in this Section 1, are hereby adopted by the Council of the City of Salisbury; and, furthermore, the fee amounts set forth in the FY27 Fee Schedule shall supersede the corresponding fee amounts set forth in the City of Salisbury Municipal Code until one or more of such fee amounts are subsequently amended.

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

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

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

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

**Section 5.** This Ordinance shall become effective as of July 1, 2026.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 11 day of May, 2026 and thereafter, a statement of the substance

## RECITALS

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 11 day of May, 2026 and thereafter, a statement of the substance

46 of the Ordinance having been published as required by law, in the meantime, was finally passed  
47 by the Council of the City of Salisbury on the 8 day of June, 2026.  
48

49 **ATTEST:**  
50

51  
52 \_\_\_\_\_  
53 Julie A. English, City Clerk

54 \_\_\_\_\_  
55 April R. Jackson,  
56 City Council President  
57

58  
59 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
60

61 \_\_\_\_\_  
62 Randolph J. Taylor, Mayor

## FY2027 Fee Schedule

| Licenses                                    |       |                                                         |                                   |
|---------------------------------------------|-------|---------------------------------------------------------|-----------------------------------|
| <b>Alarm Company</b>                        | 80    | Per year, Per Code 8.040.30                             | Police Dept                       |
|                                             |       |                                                         |                                   |
| <b>Amusement</b>                            |       | <b>Per Code 5.24.020</b>                                | Finance                           |
| 1-5 Machines                                | 500   | Per year                                                |                                   |
| 60-10 Machines                              | 665   | Per year                                                |                                   |
| 11-15 Machines                              | 830   | Per year                                                |                                   |
| Greater than 15 machines                    | 1,500 | Per year                                                |                                   |
|                                             |       |                                                         |                                   |
| <b>Billboard License</b>                    | .55   | Per year, per square foot                               | Finance                           |
|                                             |       |                                                         |                                   |
| <b>Transient Merchant and Mobile Vendor</b> |       | <b>Per Code 5.32.070</b>                                | <del>ABCD</del> <u>HCDD</u>       |
| New Application                             | 100   |                                                         |                                   |
| Renewal                                     | 50    | Per year                                                |                                   |
|                                             |       |                                                         |                                   |
| <b>Hotel License</b>                        | 50    | Per Code 6.58.060                                       | <del>ABCD</del> <u>HCDD</u>       |
|                                             |       |                                                         |                                   |
| <b>Fortune Telling License</b>              | 100   |                                                         | <del>ABCD</del> <u>HCDD</u>       |
|                                             |       |                                                         |                                   |
| <b>Door to Door Solicitors</b>              | 100   | Plus \$40 background check, Per year, Per Code 5.34.070 | <del>City Clerk</del> <u>HCDD</u> |
|                                             |       |                                                         |                                   |
| <b>Pool Table</b>                           |       | <b>Per Code 5.48.020</b>                                | Finance                           |
| 1                                           | 10    | Each                                                    |                                   |
| Additional tables over 1                    | 5     | Each                                                    |                                   |
|                                             |       |                                                         |                                   |
| <b>Restaurant</b>                           | 80    | Per year, Per Code 5.52.060                             | Finance                           |
|                                             |       |                                                         |                                   |
| <b>Theatre</b>                              | 75    | Per year, Per code 6.60.040                             | Police Dept.                      |
|                                             |       |                                                         |                                   |
| <b>Towing Company</b>                       |       | <b>Per Code 5.64.030</b>                                | Police Dept                       |
| Application Fee                             | 80    |                                                         |                                   |
| License                                     | 80    |                                                         |                                   |

| Rental Fees (Arts, Business, & Culture Department)    |                          |                     |
|-------------------------------------------------------|--------------------------|---------------------|
| <b>Outdoor Rental Space</b>                           |                          |                     |
| Park Pavilion (without restrooms)                     | 75                       | Per day w/o RR      |
| Park Pavilion (with restrooms)                        | 100                      | Per day w/RR        |
| Amphitheater                                          | 175                      | Per day             |
| Riverwalk Games Park                                  | 175                      | Per day             |
| Unity Square                                          | 250                      | Per day             |
| Streets                                               | 100                      | Per day             |
| Additional Street                                     | 50                       | Per day             |
| City Park, designated park area or amenity not listed | <del>50</del> <u>100</u> | Per day             |
| Ball field/Basketball or Tennis Court without lights  | 10                       | Per hour w/o lights |
| Ball field/Basketball or Tennis Court with lights     | 40                       | Per hour w/lights   |
| 5K Race                                               | 150                      | Per day             |
|                                                       |                          |                     |
| <b>Personnel for Rentals</b>                          |                          |                     |
| Site Supervisor                                       | 30                       | Per hour            |
| Maintenance Labor                                     | 25                       | Per hour            |

|                                                                                                                       |        |                                        |
|-----------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------|
| Security/Police/EMS/FIRE                                                                                              | 60     | Per person, Per hour (3 hours minimum) |
| <b>Supplies &amp; Equipment Rental</b>                                                                                |        |                                        |
| Maintenance supplies (as required)                                                                                    | Varies |                                        |
| Sports Equipment                                                                                                      | Varies |                                        |
| Additional trashcans—Events over 200 people require additional trashcans, recycle or compost bin and a recycling plan | 10     | Per container                          |
|                                                                                                                       |        |                                        |
| <b>Traffic Control Devices</b>                                                                                        |        |                                        |
| Hard stop dump truck/other                                                                                            | 100    | Per day                                |
| Digital Message Board                                                                                                 | 100    | Per day                                |
| Street Barricades                                                                                                     | 10     | Each per day                           |
| Cones                                                                                                                 | 1      | Each per day                           |
| Traffic Control Sign                                                                                                  | 10     | Each per day                           |
|                                                                                                                       |        |                                        |
| <b>Zoo</b>                                                                                                            |        |                                        |
| Holly Circle Stage                                                                                                    | 100    | Per day during operating hours         |
| Education Center                                                                                                      | 200    | Per day during operating hours         |
| Lawn/Stage/Pavilion                                                                                                   | 250    | Per day during operating hours         |
| Whole Zoo (November-March)                                                                                            | 800    | Per day (closed to the public)         |
| Whole Zoo (April-October)                                                                                             | 1,500  | Per day (closed to the public)         |
| Electrical Labor                                                                                                      | 50     | Per hour                               |
| Electric—Single 110v outlet                                                                                           | 25     | Each                                   |
| Electric—Single 20 amp or above                                                                                       | 100    | Each                                   |
| Special exemption fee                                                                                                 | 25     | Per special exemption                  |

| Miscellaneous Fees (Arts, Business & Culture Department) |                |                     |
|----------------------------------------------------------|----------------|---------------------|
| <b>Food Truck Pad Rental</b>                             | 50             | Per month           |
| <del>Trolley</del>                                       |                |                     |
| <del>Private event or for-profit business</del>          | <del>150</del> | <del>Per hour</del> |
| <del>Non-profit or government entity</del>               | <del>125</del> | <del>Per hour</del> |

| Miscellaneous Fees (Finance) |    |  |
|------------------------------|----|--|
| <b>Return Check Fee</b>      | 40 |  |

| MPIA Request (by All Departments except Fire & Police) |               |                                                                                                                                |
|--------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>First two hours processing request</b>              | Waived        |                                                                                                                                |
| <b>Work exceeding two hours to process request</b>     |               | <u>Required deposit of 50% prior to 3<sup>rd</sup> hour of production.</u><br><u>Payment in full due prior to fulfillment.</u> |
| Attorney fee (if applicable)                           | 175           | Per hour                                                                                                                       |
| City staff fee                                         | Varies        |                                                                                                                                |
| <u>Black and white copy of documents</u>               | <u>.25</u>    | <u>Per legal or letter format copy</u>                                                                                         |
| <u>Digital medium production</u>                       | <u>15</u>     | <u>Per unit produced</u>                                                                                                       |
| <u>Postage</u>                                         | <u>Varies</u> |                                                                                                                                |

| Miscellaneous Fees (City Clerk)             |    |                                                    |
|---------------------------------------------|----|----------------------------------------------------|
| <b>Circus or Horsemanship event</b>         | 75 | Per day, Per code 5.44.010 <u>(Moving to HCDD)</u> |
| <b>Other exhibitions</b>                    | 5  | Per day, Per code 5.44.010 <u>(Moving to HCDD)</u> |
| <b>Commercial Sound Truck Operation Fee</b> | 1  | Per license <u>(Moving to HCDD)</u>                |

|                                             |    |                                    |
|---------------------------------------------|----|------------------------------------|
| <b>Filing Fee (Mayoral Candidates)</b>      | 25 | SC6-8                              |
| <b>Filing Fee (City Council Candidates)</b> | 15 | SC6-8                              |
| <b>Bankruptcy, Fire, and Closeout sales</b> |    | Per Code 5.16.010 (Moving to HCDD) |
| Initial fee                                 | 5  | Per month (Moving to HCDD)         |
| Renewal fee                                 | 50 | Per month (Moving to HCDD)         |

| Miscellaneous Fees (Mayor's Office)            |    |                          |
|------------------------------------------------|----|--------------------------|
| <b>Financial Disclosure Statement Late Fee</b> |    | <b>Per Code 1.12.060</b> |
| 5 days or less late                            | 20 | Per day                  |
| Over 5 days late                               | 10 | Per day (\$250 max)      |

| Landlord License, Rental Registration, and Other Misc. fees (Enforced by HCDD) |     |                            |
|--------------------------------------------------------------------------------|-----|----------------------------|
| <b>Landlord License Fee (1<sup>st</sup> Year)</b>                              |     | <b>Per code 15.26.050</b>  |
| If paid within 60 days                                                         | 120 |                            |
| If paid between 61-150 days                                                    | 185 |                            |
| If paid after 150 days                                                         | 315 |                            |
|                                                                                |     |                            |
| <b>Rental Unit Registration (1<sup>st</sup> Year)</b>                          |     | <b>Per code 15.26.040</b>  |
| If paid within 60 days                                                         | 120 | Per unit                   |
| If paid between 61-150 days                                                    | 185 | Per unit                   |
| If paid after 150 days                                                         | 315 | Per unit                   |
|                                                                                |     |                            |
| <b>Landlord License Fee Renewal</b>                                            |     | <b>Per code 15.26.060</b>  |
| If paid by March 1                                                             | 75  | Per year                   |
| If paid March 2-July 1                                                         | 140 | Per year                   |
| If paid after July 1                                                           | 270 | Per year                   |
|                                                                                |     |                            |
| <b>Rental Unit Registration Renewal</b>                                        |     | <b>Per Code 15.026.060</b> |
| If paid by March 1                                                             | 75  | Per unit, per year         |
| If paid March 2-July 1                                                         | 140 | Per Unit, per year         |
| If paid after July 1                                                           | 270 | Per Unit, per year         |
|                                                                                |     |                            |
| <b>Short Term Landlord License Fee 1<sup>st</sup> Year</b>                     |     | <b>Per code 15.26.041</b>  |
| If paid within 60 days                                                         | 120 |                            |
| If paid between 61-150 days                                                    | 185 |                            |
| If paid after 150 days                                                         | 315 |                            |
|                                                                                |     |                            |
| <b>Short Term Rental Unit Registration</b>                                     |     | <b>Per code 15.26.041</b>  |
| If paid within 60 days                                                         | 120 | Per unit                   |
| If paid between 61-150 days                                                    | 185 | Per unit                   |
| If paid after 150 days                                                         | 315 | Per unit                   |
|                                                                                |     |                            |
| <b>Short Term Landlord License Fee Renewal</b>                                 |     | <b>Per code 15.26.041</b>  |
| If paid by March 1                                                             | 75  | Per year                   |
| If paid March 2-July 1                                                         | 140 | Per year                   |
| If paid after July 1                                                           | 270 | Per year                   |
|                                                                                |     |                            |
| <b>Short Term Rental Unit Renewal</b>                                          |     | <b>Per code 15.26.041</b>  |
| If paid by March 1                                                             | 75  | Per unit, per year         |
| If paid March 2-July 1                                                         | 140 | Per unit, <u>per year</u>  |
| If paid after July 1                                                           | 270 | Per unit, <u>per year</u>  |

|                                         |           |                                  |
|-----------------------------------------|-----------|----------------------------------|
|                                         |           |                                  |
| <b>Administrative fee for fines</b>     | 100       |                                  |
| <b>Foreclosed Property Registration</b> | 200       | Per code 15.21.040               |
| <b>HUD INSPIRE Rental Inspections</b>   | <b>50</b> |                                  |
| <b>Re-Inspection fee</b>                | 100       | Per citation, Per code 15.27.030 |

| <b>Appeal Procedure Fees (Enforced by HCDD)</b>                                   |     |                                                           |
|-----------------------------------------------------------------------------------|-----|-----------------------------------------------------------|
| Title 8—Healthy & Safety Code Appeal                                              | 200 | Per appeal, plus advertising cost if required             |
| Title 12—Streets, Sidewalks, & Public Places Code Appeal                          | 200 | Per appeal, plus advertising cost if required             |
| Title 15.22—Vacant Buildings Code Appeal                                          | 250 | Per appeal, plus advertising cost if required             |
| Title 15.26—Rental Registration                                                   | 250 | Per appeal, plus advertising cost if required             |
| Title 15.27—Chronic Nuisance Property                                             | 250 | Per appeal, plus advertising cost if required             |
| Title 15.24.280—Condemnation                                                      | 250 | Per appeal, plus advertising cost if required             |
| Title 15.24.325—Plan for Rehabilitation                                           | 250 | Per appeal, plus advertising cost if required             |
| Title 15.24.350—Failure to Comply with Demolition Order                           | 250 | Per appeal, plus advertising cost if required             |
| Title 15.24.950—Occupancy                                                         | 250 | Per appeal, plus advertising cost if required             |
| Title 15.24.1640—Order to Reduce Occupancy                                        | 250 | Per appeal, plus advertising cost if required             |
| Title 17—All requests for variances, special exceptions, and other zoning appeals | 150 | Per appeal/application, plus advertising cost if required |
| All other appeals/applications to the Board of Appeals                            | 150 | Per appeal/application, plus advertising cost if required |

| <b>Rental Fees (HCDD)</b>                   |    |          |
|---------------------------------------------|----|----------|
| <b>Community Center Rental Fee</b>          |    |          |
| Truitt Community Center--Gymnasium          | 35 | Per hour |
| Truitt Community Center—Multi-purpose field | 10 | Per hour |
| Newton Community Center—whole building      | 40 | Per hour |
| Newton Community Center—community room      | 20 | Per hour |
| Newton Community Center—room 1              | 10 | Per hour |
| Newton Community Center—room 2              | 10 | Per hour |

| <b>Vacant Building Fees (HCDD)</b>           |     |                                            |
|----------------------------------------------|-----|--------------------------------------------|
| Residential Vacant Building Registration     | 200 | Per building, per code 15.22.040           |
| Residential Vacant Building Inspection       | 100 | Per year, per code 15.22.040               |
| Residential Vacant Building Renewal          | 200 | Per year, per building, per code 15.22.040 |
| Non-residential Vacant Building Registration | 500 | Per building, per code 15.22.040           |
| Non-residential Vacant Building Inspection   | 150 | Per year, per code 15.22.040               |
| Non-residential Vacant Building Renewal      | 500 | Per year, per building, per code 15.22.040 |

| <b>Waste Disposal Fees (Field Operations)</b> |                  |                                                                              |
|-----------------------------------------------|------------------|------------------------------------------------------------------------------|
| <b>Trash Service</b>                          | <del>77</del> 87 | Per quarter, per code 8.16.090                                               |
| <b>Bulk Trash Pick Up</b>                     | 30               | For three items. Additional amounts for specific items.<br>Per code 8.16.060 |
| <b>Trash Cans</b>                             | 80               | Per can (plus 4.80 tax), per code 8.16.060                                   |
| <b>Miscellaneous Fees (Field Operations)</b>  |                  |                                                                              |
| <b>Ceremonial Street Renaming</b>             |                  |                                                                              |
| Materials & Labor Fee                         | 250              | Per sign(3 year maximum issuance)                                            |

| Port of Salisbury Marina Fees (Field Operations)                                       |                     |                                                                |
|----------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------|
| <b>Transient</b>                                                                       |                     |                                                                |
| Slip fees based on size of vessel                                                      | 1.05                | Per foot, per day                                              |
| Electric 30-amp service                                                                | <del>6</del> 8.40   | Per day                                                        |
| Electric 50-amp service                                                                | <del>12</del> 16.80 | Per day                                                        |
|                                                                                        |                     |                                                                |
| <b>Slip Rental—Monthly (Fees based on size of vessel)</b>                              |                     |                                                                |
| October-April                                                                          | 4.75                | Per foot + electric                                            |
| May-September                                                                          | 6.50                | Per foot + electric                                            |
|                                                                                        |                     |                                                                |
| <b>Slip Rental—Annual (annual rates are paid up front, electric is billed monthly)</b> |                     |                                                                |
| Boats up to and including 30 feet long                                                 | 1,450               | Per year + electric                                            |
| Boats more than 30 feet long                                                           | 56                  | Per foot + electric                                            |
| <b>Fuel</b>                                                                            | .50                 | More per gallon than the City's cost per gallon purchase price |
| <b>Electric Service (Fees per meter)</b>                                               |                     |                                                                |
| Electric 30-amp service                                                                | 36                  | Per month                                                      |
| Electric 50-amp service                                                                | 60                  | Per month                                                      |
|                                                                                        |                     |                                                                |

| Parking Permits and Fees (Field Operations) |              |                           |                    |
|---------------------------------------------|--------------|---------------------------|--------------------|
| Parking Permits                             | Regular Rate | Non-Profit Rate           | Per code 10.04.010 |
| Lot 1                                       | 55           | 41.25                     | Per month          |
| Lot 4                                       | 55           | 41.25                     | Per month          |
| Lot 5                                       | 55           | 41.25                     | Per month          |
| Lot 7 & 13                                  | 35           | 26.25                     | Per month          |
| Lot 10                                      | 55           | 41.25                     | Per month          |
| Lot 11                                      | 55           | 41.25                     | Per month          |
| Lot 12                                      | 55           | 41.25                     | Per month          |
| Lot 16                                      | 55           | 41.25                     | Per month          |
| Lot 30                                      | 35           | 26.25                     | Per month          |
| Lot 33                                      | 35           | 26.25                     | Per month          |
| Lot 35                                      | 35           | 26.25                     | Per month          |
| Lot SPS—St. Peters St.                      | 55           | 41.25                     | Per month          |
| E. Church St.                               | 55           | 41.25                     | Per month          |
| W. Church St.                               | 55           | 41.25                     | Per month          |
| Parking Garage                              | 75           | 56.25                     | Per month          |
| Student Housing Bulk Permits (30 or more)   | 35           | -                         | Per month          |
|                                             |              |                           |                    |
| <b>Transient Parking</b>                    |              |                           |                    |
| Parking Garage                              | 2            | Per hour                  |                    |
| Parking Garage                              | 10           | Per day                   |                    |
|                                             |              |                           |                    |
| <b>Automated Delinquent Notice</b>          |              |                           |                    |
| Initial delinquent notice                   | 1            | Per notice + citation fee |                    |
| 30-day delinquent notice                    | 1            | Per notice + citation fee |                    |
| 60-day delinquent notice                    | 1            | Per notice + citation fee |                    |
|                                             |              |                           |                    |

|                                      |    |                                                          |
|--------------------------------------|----|----------------------------------------------------------|
| <b>Automated Out of State Lookup</b> | 1  | Per citation + 2.50, plus any additional delinquent fees |
|                                      |    |                                                          |
| <b>Delinquent Notice</b>             |    |                                                          |
| 30-day                               | 25 | Per notice                                               |
| 60-day                               | 50 | Per notice                                               |
|                                      |    |                                                          |
| <b>Failure to Pay</b>                | 20 | Per citation                                             |

| <b>Miscellaneous Water/Sewer Fees (Water Works)</b> |     |                                                              |
|-----------------------------------------------------|-----|--------------------------------------------------------------|
| <b>Water &amp; Sewer Admin Fee (Late Charge)</b>    | 50  | Per occurrence, per code 13.08.040                           |
| <b>Water Turn-On</b>                                | 25  | Per occurrence, per code 13.08.040                           |
| <b>Water Turn-On (after hours)</b>                  | 80  | Per occurrence, per code 13.08.040                           |
| <b>Water Meter Read</b>                             | 25  | Per request, per code 13.08.030                              |
| <b>Fire Service</b>                                 | 746 | Per year for each property, per code 13.08.050               |
| <b>Meter Test</b>                                   |     |                                                              |
| In City limits                                      | 40  | Per request, per code 13.08.030                              |
| Outside City limits                                 | 50  | Per request, per code 13.08.030                              |
| <b>Water &amp; Sewer Services</b>                   |     | See Water Sewer Rate Ordinance, per code 13.08.130-13.12.090 |

| <b>Waste Water Treatment Plant Program Fees (Water Works)</b>                                 |       |                           |
|-----------------------------------------------------------------------------------------------|-------|---------------------------|
| <b>Significant Industrial Users</b>                                                           |       | <b>Per code 13.12.110</b> |
| IA discharges flow $\geq$ 5% of WWTP flow                                                     | 8,700 | 30 units                  |
| IB discharges flow $\geq$ 50,000 gpd                                                          | 7,250 | 25 units                  |
| IC categorical user which discharges                                                          | 5,800 | 20 units                  |
| ID discharges flow $\geq$ 25,000 gpd                                                          | 4,350 | 15 units                  |
| IE categorical user which does not discharge                                                  | 2,900 | 10 units                  |
| <b>Minor Industrial Users</b>                                                                 |       | <b>Per code 13.12.110</b> |
| IIA-1 discharges flow $\geq$ 5,000 gpd or hospitals, campus                                   | 2,030 | 7 units                   |
| IIA-2 discharges flow $\geq$ 5,000 gpd or light industry, hotels                              | 1,450 | 5 units                   |
| IIB discharges flow $\geq$ 1,000 gpd or fast food, large restaurants, large garages           | 580   | 2 units                   |
| IIC discharges flow 500-1,000 gpd or small restaurants, small garages                         | 435   | 1.5 units                 |
| IID discharges flow $\geq$ 500 gpd or restaurants that are carry out only (no fryer)          | 290   | 1 unit                    |
| IIE photographic processor which discharges silver-rich wastewater                            | 290   | 1 unit                    |
|                                                                                               |       |                           |
| <i>Pretreatment fees are an annual fee. Invoices are sent each January for calendar year.</i> |       |                           |

| <b>Meter, Hydrant &amp; Tap Fees (Water Works)</b>           |       |                                                                                                       |
|--------------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------|
| <b>Temporary Connection to Fire Hydrant</b>                  |       | <b>Per code 13.08.120</b>                                                                             |
| Providing temporary meter on a fire hydrant using City water | 64.50 | Per linear foot based on the area of the property and is the square root of the lot area, in sq. feet |
| In-City                                                      | 40    | Plus charge for water used per current in-City rate (\$10 minimum)                                    |
| Out-of-City                                                  | 50    | Plus charge for water used per current out-of-City rate (\$10 minimum)                                |
| <b>Hydrant Flow Test</b>                                     |       | Per code 13.08.030                                                                                    |
| In-City                                                      | 125   | Per request                                                                                           |
| Out-of-City                                                  | 160   | Per request                                                                                           |

|                                                                                                                                                                                                                     |       |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------|
| <b>Fire Flush and Fire Pump Test (to perform hydrant flow tests and meter tests on ¾" and 1" meters)</b>                                                                                                            |       | <b>Per code 13.08.030</b>                   |
| In-City                                                                                                                                                                                                             | 125   | Per request                                 |
| Out-of-City                                                                                                                                                                                                         | 160   | Per request                                 |
|                                                                                                                                                                                                                     |       |                                             |
| <b>Meter Tests (to perform tests on ¾" and 1" meters)</b>                                                                                                                                                           |       | <b>Per Code 13.08.030</b>                   |
| In-City                                                                                                                                                                                                             | 40    | Per request                                 |
| Out-of-City                                                                                                                                                                                                         | 50    | Per request                                 |
| <b>Water Meter/Tap Fee &amp; Sewer Connection Fee (if water and sewer services are installed by the City) Tap and connection fee amount is the actual cost of SPW labor and materials or per this fee schedule.</b> |       | Per code 13.02.070                          |
| <b>Water Tapping Fees: In-City</b>                                                                                                                                                                                  |       |                                             |
| ¾" water meter                                                                                                                                                                                                      | 3,850 | Per connection                              |
| 1" water meter                                                                                                                                                                                                      | 4,160 | Per connection                              |
| 1 ½" water meter-- T-10 meter                                                                                                                                                                                       | 5,810 | Per connection                              |
| 2" water meter—T-10 meter                                                                                                                                                                                           | 6,200 | Per connection                              |
| 2" water meter—Tru Flo                                                                                                                                                                                              | 7,320 | Per connection                              |
| <b>Water Tapping Fees: Out-of-City</b>                                                                                                                                                                              |       |                                             |
| ¾" water meter                                                                                                                                                                                                      | 4,810 | Per connection                              |
| 1" water meter                                                                                                                                                                                                      | 5,200 | Per connection                              |
| 1 ½" water meter—T-10 meter                                                                                                                                                                                         | 7,265 | Per connection                              |
| 2" water meter—T-10 meter                                                                                                                                                                                           | 7,750 | Per connection                              |
| 2" water meter—Tru Flo                                                                                                                                                                                              | 9,155 | Per connection                              |
| <b>Sanitary Sewer Tapping Fees: In-City</b>                                                                                                                                                                         |       |                                             |
| 6" sewer tap                                                                                                                                                                                                        | 3,320 | Per connection                              |
| 8" sewer tap                                                                                                                                                                                                        | 3,380 | Per connection                              |
| 6" or 8" location & drawing fee                                                                                                                                                                                     | 45    | Per connection                              |
| <b>Sanitary Sewer Tapping Fees: Out-of-City</b>                                                                                                                                                                     |       |                                             |
| 6" sewer tap                                                                                                                                                                                                        | 4,150 | Per connection                              |
| 8" sewer tap                                                                                                                                                                                                        | 4,225 | Per connection                              |
| 6" or 8" location & drawing fee                                                                                                                                                                                     | 60    | Per connection                              |
| <b>Water Meter and Setting Fee (Water meter setting fee for installation of water meter when the tap is done by a contractor. Water meter fee is the cost of the meter.</b>                                         |       | Per Code 13.02.070                          |
| <b>Meter Setting Fees: In-City</b>                                                                                                                                                                                  |       |                                             |
| ¾" water meter                                                                                                                                                                                                      | 125   | Per connection                              |
| 1" water meter                                                                                                                                                                                                      | 125   | Per connection                              |
| 1 ½" water meter                                                                                                                                                                                                    | 150   | Per connection                              |
| 2" water meter                                                                                                                                                                                                      | 150   | Per connection                              |
| Larger than 2" water meter                                                                                                                                                                                          | 1,000 | Per connection                              |
| <b>Meter Setting Fees: Out-of-City</b>                                                                                                                                                                              |       |                                             |
| ¾" water meter                                                                                                                                                                                                      | 175   | Per connection                              |
| 1" water meter                                                                                                                                                                                                      | 175   | Per connection                              |
| 1 ½" water meter                                                                                                                                                                                                    | 200   | Per connection                              |
| 2" water meter                                                                                                                                                                                                      | 200   | Per connection                              |
| Larger than 2" water meter                                                                                                                                                                                          | 1,250 | Per connection                              |
| <b>Meter Fees</b>                                                                                                                                                                                                   |       |                                             |
| ¾" water meter                                                                                                                                                                                                      | 400   |                                             |
| 1" water meter                                                                                                                                                                                                      | 500   |                                             |
| 1 ½" water meter                                                                                                                                                                                                    | *     | Determined by current market price of meter |
| 2" water meter                                                                                                                                                                                                      | 1,200 |                                             |
| Larger than 2" water meter                                                                                                                                                                                          | *     | Determined by current market price of meter |

| Building Fees (Department of Infrastructure & Development)              |                           |                                                                   |
|-------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------|
| <b>Building Plan Review Fees (residential, commercial, accessory)</b>   |                           | <b>Per code 15.04.030</b>                                         |
| <i>Fees based on cost of construction:</i>                              |                           |                                                                   |
| Up to \$3,000                                                           | 50                        | Per plan                                                          |
| \$3,001 to \$100,000                                                    | 90                        | Per plan                                                          |
| \$100,001 to \$500,000                                                  | 250                       | Per plan                                                          |
| \$500,001 to \$1,000,000                                                | 300                       | Per plan                                                          |
| \$1,000,001 and up                                                      | 375                       | Per plan                                                          |
| <b>Building Permit Fees (residential, commercial, accessory, fence)</b> |                           | <b>Per code 15.04.030</b>                                         |
| <i>Fees based on cost of construction:</i>                              |                           |                                                                   |
| Up to \$3,000                                                           | 50                        | Per permit                                                        |
| \$3,001-\$100,000                                                       | 60                        | Per permit + (.0175 * cost of construction)                       |
| \$100,001-\$500,000                                                     | <del>1,300</del><br>1,810 | Per permit + \$10 for each \$1,000 over \$100,000                 |
| \$500,001 to <del>\$10,000,000</del> \$1,000,000                        | <del>4,900</del><br>5,300 | Per permit + \$9 for each \$1,000 over \$500,000                  |
| <del>\$100,001</del> \$1,000,001 and up                                 | <del>8,500</del><br>9,800 | Per permit + <del>\$7</del> \$8 for each \$1,000 over \$1,000,000 |
| <u>Permit Extension</u>                                                 | <u>100</u>                | <u>Per code 15.04.030</u>                                         |
| <b>Other Building Fees</b>                                              |                           |                                                                   |
| Historic District Commission application                                | 150                       | Per application + <u>1 per \$5,000 worth of construction</u>      |
| Board of Zoning Appeals application                                     | 150                       | Per application + advertising costs                               |
| Demo—residential                                                        | 125                       | Per code 15.04.030                                                |
| Demo—commercial                                                         | 175                       | Per code 15.04.030                                                |
| <u>Demo – Interior Only</u>                                             | <u>100</u>                | <u>Per code 15.04.030</u>                                         |
| Gas                                                                     | 30                        | Plus \$10 per fixture, per code 15.04.030b                        |
| Grading                                                                 | 200                       | Per code 15.20.050                                                |
| Maryland Home Builders Fund                                             | 50                        | Per new SFD                                                       |
| Mechanical                                                              | 50                        | Per code 15.04.030                                                |
| Occupancy inspection                                                    | 75                        | Per code 15.04.030                                                |
| Plumbing                                                                | 30                        | \$10 per fixture (may vary), per code 15.04.030b                  |
| <u>Electrical - residential</u>                                         | <u>35</u>                 | <u>Per code 15.12.060</u>                                         |
| <u>Electrical – commercial</u>                                          | <u>70</u>                 | <u>Per code 15.12.060</u>                                         |
| Sidewalk sign                                                           | <u>50</u>                 | Set by resolution, per code 12.40.020                             |
| Sidewalk café                                                           | 50                        | Set by Ordinance 2106, per code 12.36.020                         |
| Sign                                                                    | 50                        | Per sign + \$1.50 per sq. ft. per code 17.216.238                 |
| Temporary sign                                                          | 25                        | Per month, per code 17.216.238                                    |
| Temporary trailer                                                       | 25                        | Per month, per code 15.36.030b                                    |
| Tent                                                                    | 40                        | Per code 15.04.030                                                |
| Well                                                                    | 50                        | Per code 13.20.020                                                |
| Zoning authorization letter                                             | <del>50</del> 85          | Per letter, per code 17.12.040                                    |
| Re-inspection fee                                                       | 50                        | More than two of any required inspection, per code 15.04.030      |
| Adult entertainment permit application                                  | 100                       | Per code 17.166.020                                               |
| Outdoor advertising structure fee                                       | .50                       | Per square foot of sign surface area, per code 17.216.240         |
| Notice of appeal/Sidewalk sign standard violation                       | 100                       | Per appeal/violation, per code 12.40.040                          |
| Reconnection fee—renew temporary certificate of occupancy               | 25                        |                                                                   |

|                                                                                                 |                           |                                                                                                                             |
|-------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Administrative fee—renew temporary certificate of occupancy                                     | 100                       | Per renewal                                                                                                                 |
| <b>Annexation Fees</b>                                                                          |                           |                                                                                                                             |
| For the first partial of one (1) acre                                                           | 5,000                     | Per annexation + legal, planning, consulting, and other related administrative fees                                         |
| Additional partial of full acre(s)                                                              | 500                       | Per acre (no proration)                                                                                                     |
| City attorney review                                                                            | 175                       | Per hour                                                                                                                    |
| City staff review                                                                               | <del>Varies</del> 60      | Per hour                                                                                                                    |
|                                                                                                 |                           |                                                                                                                             |
| <b>Planning Commission Fees</b>                                                                 |                           |                                                                                                                             |
| Comprehensive Development Plan review—non-residential                                           | 500                       | Plus \$10 per 1,000 sq.ft. Subsequent submittals, which generate additional comments may be charged an additional \$250     |
| Comprehensive Development Plan review—residential                                               | 500                       | Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.          |
| Certificate of Design/Site Plan review                                                          | <del>250</del> 500        | Plus \$10 per unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.     |
| <u>Comprehensive Sign Plan review</u>                                                           | <u>225</u>                | <u>Per review</u>                                                                                                           |
| Paleo Channel/Well-head Protection Site Plan review                                             | 100                       | Per review                                                                                                                  |
| Re-zoning                                                                                       | 500                       | + \$15/acre and advertising costs                                                                                           |
| Text amendment                                                                                  | 500                       | Per amendment + advertising costs                                                                                           |
|                                                                                                 |                           |                                                                                                                             |
| <b>Critical Area Program</b>                                                                    |                           | <b>Ordinance 2578</b>                                                                                                       |
|                                                                                                 |                           |                                                                                                                             |
| <b>Certificate of Compliance</b>                                                                |                           | <b>Per code 12.20.110</b>                                                                                                   |
| Building permit                                                                                 | 75                        | Per permit, Activities exempt per code 12.20.110f                                                                           |
| Subdivision                                                                                     | 200                       | In addition to standard fee                                                                                                 |
| Site plans/Certificate of Design/Comprehensive Development Plan                                 | 100                       | In addition to standard fee                                                                                                 |
| Re-subdivision                                                                                  | 100                       | In addition to standard fee                                                                                                 |
|                                                                                                 |                           |                                                                                                                             |
| <b>Fee-In-Lieu</b>                                                                              | 1.50                      | Per sq. ft. of mitigation area, per code 12.20.540                                                                          |
|                                                                                                 |                           |                                                                                                                             |
| <b>License to Encumber Program Fees</b>                                                         |                           |                                                                                                                             |
| Application—Installation of service line                                                        | 75                        | Per application--\$25 per additional service line in project area, defined as ¼ mile radius from primary address            |
| Application—Large boring project                                                                | <del>125</del> <u>275</u> | Per application—includes up to 500 linear feet. <del>\$50</del> <u>\$75</u> for additional 250 linear feet above initial    |
| Application—Large Open/Cut                                                                      | <del>250</del> <u>375</u> | Per application--Includes up to 500 linear feet. <del>\$100</del> <u>\$125</u> for additional 250 linear feet above initial |
| Application—Micro-Trenching Project                                                             | 125                       | Per application—Includes up to 500 linear feet. \$50 additional 250 linear feet above initial                               |
| Application—Installation of new utility pole (excluding small cell facilities)                  | <del>500</del> <u>750</u> | Per application                                                                                                             |
| Application—Underground utility project replacing overhead utilities and removing utility poles | Waived                    |                                                                                                                             |
|                                                                                                 |                           |                                                                                                                             |
| <b>License to Encumber Program Fees—Small Wireless Facilities</b>                               |                           | <b>Ordinance No. 2580</b>                                                                                                   |

|                                                                                                                                                           |                           |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application                                                                                                                                               | 500                       | Per application—For up to five (5) small wireless facilities                                                                                                                                                         |
| Application—additional facilities                                                                                                                         | 100                       | Per application—For each additional small wireless facility addressed in the application beyond initial five                                                                                                         |
| Access to Right of Way                                                                                                                                    | 1000                      | Per each new small wireless facility pole                                                                                                                                                                            |
| Annual fee for access to Right of Way                                                                                                                     | 270                       | Per year, per each small wireless facility after year 1                                                                                                                                                              |
| <b>Stormwater Utility</b>                                                                                                                                 |                           | <b>Ordinance No. 2306</b>                                                                                                                                                                                            |
| Fee to maintain City stormwater facilities                                                                                                                | 30                        | Per year per Equivalent Residential Unit                                                                                                                                                                             |
| <b>Storm Water Utility Credit Application</b>                                                                                                             |                           | <b>Ordinance No. 2306</b>                                                                                                                                                                                            |
| Fee to apply for credit to Stormwater Utility                                                                                                             | 150                       | Per application                                                                                                                                                                                                      |
| <b>Street Break Permit</b>                                                                                                                                |                           | <b>Per code 12.12.020</b>                                                                                                                                                                                            |
| Permit for breaking City public streets and ways                                                                                                          | <del>50</del> <u>75</u>   | Per break location                                                                                                                                                                                                   |
| Install new or replace existing sidewalk—residential                                                                                                      | 50                        |                                                                                                                                                                                                                      |
| Install new or replace existing sidewalk—commercial                                                                                                       | 100                       |                                                                                                                                                                                                                      |
| Install new driveway—residential                                                                                                                          | 150                       |                                                                                                                                                                                                                      |
| Install new driveway—commercial                                                                                                                           | 300                       |                                                                                                                                                                                                                      |
| Excavate street or sidewalk to conduct maintenance of underground facilities                                                                              | <del>150</del> <u>175</u> | <del>\$50</del> <u>75</u> per additional “break” in project area                                                                                                                                                     |
| Excavate street or sidewalk to replace existing utility pole                                                                                              | 250                       | \$100 per additional pole replace in project area                                                                                                                                                                    |
| Excavate street or sidewalk to remove utility pole permanently                                                                                            | Waived                    |                                                                                                                                                                                                                      |
| <b>Obstruction Permit</b>                                                                                                                                 |                           | <b>Per code 12.12.020</b>                                                                                                                                                                                            |
| Permit for obstructing City public streets and ways                                                                                                       | <del>50</del> <u>75</u>   | Per location                                                                                                                                                                                                         |
| Dumpster—residential obstruction permit                                                                                                                   | 50                        | Renewal fee of \$25 after 30 days                                                                                                                                                                                    |
| Dumpster—commercial obstruction permit                                                                                                                    | 100                       | Renewal fee of \$50 after 30 days                                                                                                                                                                                    |
| Sidewalk closure                                                                                                                                          | 50                        | \$5/day over 30 days                                                                                                                                                                                                 |
| Lane closure (including bike lanes)                                                                                                                       | 100                       | \$10/day over 30 days                                                                                                                                                                                                |
| Street closure                                                                                                                                            | 250                       | \$25/day over 30 days                                                                                                                                                                                                |
| Street closure for block party or community event                                                                                                         |                           | Fee under ABCD—Outdoor Rental                                                                                                                                                                                        |
| <b>Water and Sewer Connection Fee</b>                                                                                                                     |                           | <b>Per code 13.02.070</b>                                                                                                                                                                                            |
| Comprehensive connection charge of connection fee for the Developer’s share in the equity of the existing utility system                                  | 3,710                     | Per Equivalent Dwelling Unit (water—\$1925 and sewer-\$1785)                                                                                                                                                         |
| <b>Water and Sewer Infrastructure Reimbursement Fee</b>                                                                                                   |                           | <b>Per code 13.02.070</b>                                                                                                                                                                                            |
| Comprehensive connection charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer | Varies                    | Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of water and sewer mains based on a project’s percentage of the capacity of the proposed infrastructure project. |
| <b>Infrastructure Reimbursement Administrative Fee</b>                                                                                                    |                           | <b>Per code 13.02.090</b>                                                                                                                                                                                            |
| Administrative fee assessed on Infrastructure Reimbursement Fee for processing                                                                            | Varies                    | .1 percent of the Infrastructure Reimbursement Fee                                                                                                                                                                   |
| <b>Development Plan Review</b>                                                                                                                            |                           |                                                                                                                                                                                                                      |

|                                                                                                                                                                           |            |                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Development plans may consist of but are not limited to the following: stormwater management, grading, landscaping, lighting, site layout, traffic control, and utilities |            |                                                                                                                                                                                                                     |
| Fee for review of development plans                                                                                                                                       | 2,000      | Plus <del>\$50</del> 75/disturbed project acre. Subsequent submittals beyond the second submittal of the same plan type, which generate additional comments may be charged an additional <del>\$1000</del> 250 fee. |
| Fee for 2-year extension of approved development plan                                                                                                                     | Varies     | 10% of the original development plan fee                                                                                                                                                                            |
| Third party review fee (outsourced)                                                                                                                                       | 160        | Per hour. Subsequent submittals, which generate additional comments may be charged an additional \$160/hour.                                                                                                        |
| Fee for review of development plans exempt from stormwater management under code 13.28.040(b)(3)                                                                          | 400        | Per development plan                                                                                                                                                                                                |
| <u>Public Improvement Inspection Fee</u>                                                                                                                                  |            | <u>7.5% of the approved cost estimate for construction of roads, sidewalks, lighting, community areas, and stormwater improvements</u>                                                                              |
| <b>Water and Sewer Inspection Fee</b>                                                                                                                                     |            | <b>Per Resolution No. 1341</b>                                                                                                                                                                                      |
| Inspection of public water and sewer improvements                                                                                                                         |            | 7.5% of the approved cost estimate for construction of proposed public water and sewer improvements                                                                                                                 |
| <b>Public Works Agreement Recording Fee</b>                                                                                                                               |            |                                                                                                                                                                                                                     |
| <u>Recording fee for Public Works Agreements</u>                                                                                                                          |            |                                                                                                                                                                                                                     |
| <u>For 9 or less pages</u>                                                                                                                                                |            | <u>Per Circuit Court Fee Schedule</u>                                                                                                                                                                               |
| <u>For 10 or more pages</u>                                                                                                                                               |            | <u>Per Circuit Court Fee Schedule</u>                                                                                                                                                                               |
| <u>Public Works Agreement Fee</u>                                                                                                                                         | <u>250</u> | <u>Plus Recording Fee</u>                                                                                                                                                                                           |
| <b>Stormwater Management As-Built Recording Fee</b>                                                                                                                       |            |                                                                                                                                                                                                                     |
| Recording fee for Stormwater Management As-Built                                                                                                                          |            | Per Circuit Court Fee Schedule                                                                                                                                                                                      |
| <b>Subdivision Review Fee</b>                                                                                                                                             |            | <b>Per Ordinance No. 1536</b>                                                                                                                                                                                       |
| Fee for subdivision review                                                                                                                                                | 200        |                                                                                                                                                                                                                     |
| <b>Re-subdivision Review Fee</b>                                                                                                                                          |            | <b>Per Ordinance No. 1536</b>                                                                                                                                                                                       |
| Fee for re-subdivision review                                                                                                                                             | 200        |                                                                                                                                                                                                                     |
| <b>Administrative fees for Connection Fee payment plans</b>                                                                                                               |            | <b>Per Resolution No. 2029</b>                                                                                                                                                                                      |
| Administrative fee for Connection Fee payment plans                                                                                                                       | 25         |                                                                                                                                                                                                                     |
| <b>Maps and Copying Fees</b>                                                                                                                                              |            |                                                                                                                                                                                                                     |
| Black and white photocopying (small format)                                                                                                                               | .25        | Per sq. ft.                                                                                                                                                                                                         |
| Black and white photocopying (large format)                                                                                                                               | .50        | Per sq. ft.                                                                                                                                                                                                         |
| Color photocopying (small format)                                                                                                                                         | 1          | Per sq. ft.                                                                                                                                                                                                         |
| Color photocopying (large format)                                                                                                                                         | 2          | Per sq. ft.                                                                                                                                                                                                         |

| False Alarms, Infractions, Scofflaw, MPIA Fees (Fire and Police Departments) |     |              |                   |
|------------------------------------------------------------------------------|-----|--------------|-------------------|
| <b>Animal Control</b>                                                        |     |              | Police Department |
| First Incident                                                               | 100 | Per Incident |                   |
| 2 <sup>nd</sup> Incident                                                     | 250 | Per Incident |                   |
| 3 <sup>rd</sup> Incident                                                     | 500 | Per Incident |                   |
| <b>MPIA Requests</b>                                                         |     |              | Police Department |

|                                                   |        |                           |                   |
|---------------------------------------------------|--------|---------------------------|-------------------|
| First two hours processing request                | Waived |                           |                   |
| Work exceeding two hours                          |        |                           |                   |
| Attorney Fee                                      | 175    | Per hour                  |                   |
| Records Tech Fee                                  | 40     | Per hour                  |                   |
| Black and white copy of documents                 | .25    | Per copy                  |                   |
| Digital medium production                         | 15     | Per unit produced         |                   |
|                                                   |        |                           |                   |
| <b>False Police Alarms</b>                        |        | <b>Per code 8.040.050</b> | Police Department |
| <i>Based on number of incidents/calendar year</i> |        |                           |                   |
| First 2 incidents                                 | 0      | Per incident              |                   |
| 3 <sup>rd</sup> incident                          | 50     | Per incident              |                   |
| 4 <sup>th</sup> incident                          | 90     | Per incident              |                   |
| 5 <sup>th</sup> or more incidents                 | 130    | Per incident              |                   |
| <b>False Fire Alarms</b>                          |        | <b>Per code 8.040.050</b> | Fire Department   |
| <i>Based on number of incidents/calendar year</i> |        |                           |                   |
| First 2 incidents                                 | 0      | Per incident              |                   |
| 3 <sup>rd</sup> incident                          | 50     | Per incident              |                   |
| 4 <sup>th</sup> incident                          | 100    | Per incident              |                   |
| 5 <sup>th</sup> or more incidents                 | 150    | Per incident              |                   |
|                                                   |        |                           |                   |
| <b>Scofflaw</b>                                   |        |                           | Police Department |
| Tow                                               | 135    |                           |                   |
| Storage                                           | 50     |                           |                   |
| Administrative fee                                | 35     |                           |                   |
| Business administrative fee                       | 30     |                           |                   |

| Towing Fees                                                                                                                                                                                                                |     |                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------------------------------------------------|
| <b>Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)</b>                                                                                                                                                         |     |                                                                  |
| Police directed accident tow                                                                                                                                                                                               | 425 |                                                                  |
| Disabled vehicle tow                                                                                                                                                                                                       | 150 |                                                                  |
| Emergency relocation tow (up to 2 miles)                                                                                                                                                                                   | 150 | Per code 5.64.100                                                |
| Impound vehicle tow                                                                                                                                                                                                        | 150 |                                                                  |
| Standby/wait time (billed in 15-minute increments only after 16-minute wait)                                                                                                                                               | 75  | Per hour                                                         |
| Winching (applies to vehicles that require righting, lifting, or returning to roadway from more than 20 feet off of roadway. Does not include pulling vehicle on to a rollback type truck. Billed in 15-minute increments) | 110 | Per hour                                                         |
| Additional Clean Up and Labor (approval of Chief of Police designee required prior to charging)                                                                                                                            | 75  | Per hour (billed in 15-minute increments after first 15 minutes) |
| Storage—Beginning at 12:01 am following the tow (includes vehicles stored at a facility under the control of and billed by the City of Salisbury)                                                                          | 50  | Per calendar day or portion thereof, per code 5.64.120           |
| Administrative fees (impounds only)                                                                                                                                                                                        | 50  |                                                                  |
| Snow Emergency Plan in effect (in addition to other applicable towing fees)                                                                                                                                                | 50  |                                                                  |
| Release fee (after hours only, at tower's discretion). Normal business defined as Monday-Friday, 9 am-6 pm.                                                                                                                | 55  |                                                                  |

| EMS Services        |          |              |
|---------------------|----------|--------------|
|                     | Resident | Non-Resident |
| BLS Base Rate       | 1,000    | 1,100        |
| ALS1 Emergency Rate | 1,500    | 1,600        |
| ALS2 Emergency Rate | 1,900    | 2,000        |

|                       |        |        |
|-----------------------|--------|--------|
| Mileage (per mile)    | 21     | 21     |
| Oxygen                | Bundle | Bundle |
| Spinal immobilization | Bundle | Bundle |
| BLS on-scene care     | 250    | 300    |
| ALS on-scene care     | 550    | 650    |

| Fire Prevention Fees (by the Fire Department)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                |                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Plan Review and Use & Occupancy Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                |                                                                                                       |
| <b>Basic Fee</b> —for all multi-family residential, commercial, industrial, and institutional occupancies—including, but not limited to new construction, <u>altercation, replacement</u> , tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure & Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 60% of building permit fee<br>\$125 minimum (not included—plan review and related inspection of specialized fire protection equipment as listed in the following sections)<br>A 10% (\$75 minimum, \$250 maximum) deposit due at the time of submittal. The balance is due prior to issuing a building permit. |                                                                                                       |
| <b>Expedited Fee</b> —If the requesting party wants the plan review and inspection to be expedited (done within 3 business days)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 25% of the basic fee<br>\$300 minimum<br>( <u>This is</u> in addition to the basic fee)                                                                                                                                                                                                                        |                                                                                                       |
| <b>After-Hours Inspection Fee</b> —If the requesting party wants an after-City business hours inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 125 per hour/ <u>per inspector (2 hour minimum)</u>                                                                                                                                                                                                                                                            |                                                                                                       |
| <b>Request for information (RFI) Supplemental Instructions (SI) Review Fee</b> —If it is determined by the Fire Marshal’s Office staff that field approval of an RFI or SI is impractical and involves an amendment to the <u>approved</u> construction documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 85 per submittal                                                                                                                                                                                                                                                                                               |                                                                                                       |
| <b>Site/Development Plan Review Fee</b> —The review of site plans for all new commercial and industrial projects or new commercial, residential, or industrial developments. To ensure compliance with the Fire Prevention Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 275 per submittal                                                                                                                                                                                                                                                                                              |                                                                                                       |
| Fire Protection Permit Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                |                                                                                                       |
| <b>Fire Alarm &amp; Detection Systems</b> —includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                |                                                                                                       |
| • Fire Alarm System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 100                                                                                                                                                                                                                                                                                                            | Per system                                                                                            |
| • Fire Alarm Control Panel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 75                                                                                                                                                                                                                                                                                                             | Per panel                                                                                             |
| • Alarm Initiating Device                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1.50                                                                                                                                                                                                                                                                                                           | Per device                                                                                            |
| • Alarm Notification Device                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.50                                                                                                                                                                                                                                                                                                           | Per device                                                                                            |
| • Fire Alarm Counter Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 75                                                                                                                                                                                                                                                                                                             | For additions and alterations to existing systems involving 4 or less notification/initiating devices |
| <b>Sprinkler, Water Spray and Combined Sprinkler &amp; Standpipe Systems</b> —Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                |                                                                                                       |
| • NFPA 13 & 13R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.50                                                                                                                                                                                                                                                                                                           | Per sprinkler head (\$150 minimum)                                                                    |
| • NFPA 13D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 125                                                                                                                                                                                                                                                                                                            | Per dwelling                                                                                          |
| • Sprinkler Counter Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 75                                                                                                                                                                                                                                                                                                             | For additions and alterations to existing systems involving less than 20 heads                        |
| <b>Standpipe Systems</b> —The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connections(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, ,control valves, connection and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system. | 50                                                                                                                                                                                                                                                                                                             | Per <u>100</u> linear feet of piping of portion thereof (\$150 minimum)                               |
| <b>Fire Pumps &amp; Water Storage Tanks</b> —The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited-service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                |                                                                                                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------|
| • Fire Pumps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | .50 | Per gpm or rated pump capacity (\$150 minimum)                                                                |
| • Fire Protection Water Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 75  | Per tank                                                                                                      |
| <b>Gaseous and Chemical Extinguishing Systems</b> —applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation. | 150 | Per system                                                                                                    |
| • Gaseous and Chemical, <u>or Clean Agent</u> Extinguishing System Counter Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 75  | To relocate system discharge heads                                                                            |
| <b>Foam System</b> —The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation                                                              | 75  | Per nozzle or local applicator; plus \$1.50/sprinkler head for combined sprinkler/foam system (\$150 minimum) |
| <b>Smoke Control Systems</b> —This fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.                                                                            | 100 | Per 30,000 cubic feet of volume or portion thereof or protected of controlled space (\$200 minimum)           |
| <b>Flammable and Combustible Liquid Storage Tanks</b> —This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat of other utility services to a building are exempt.                                                                                                                                                                                                                                                                                      | .01 | Per gallon of the maximum tank capacity (\$150 minimum)                                                       |
| <b>Emergency Generators</b> —Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.                                                                                                                                                                                                                                                                                              | 150 |                                                                                                               |
| Permit Reinspection and Retest Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                               |
| • 1 <sup>st</sup> Reinspection and retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 75  |                                                                                                               |
| • 2 <sup>nd</sup> Reinspection and retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 150 |                                                                                                               |
| • 3 <sup>rd</sup> and subsequent reinspection and retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 200 |                                                                                                               |
| <b>Fire Pump or Hydrant Flow Test</b> —to perform any hydrant or fire pump flow test utilizing City water                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |                                                                                                               |
| • In-City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 125 |                                                                                                               |
| • Out-of-City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 160 |                                                                                                               |
| <b>Fire Service Water Mains and their Appurtenances</b> —The fee includes the plan review and witnessing one hydrostatic test and one flush of private fire service mains and their appurtenance installed in accordance with NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances                                                                                                                                                                                                                      | 100 | Per linear feet or portion thereof; plus \$50/hydrant (\$150 minimum)                                         |
| Permit Reinspection and Retest Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                                                                                               |
| • 1 <sup>st</sup> Reinspection or retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 75  |                                                                                                               |
| • 2 <sup>nd</sup> Reinspection or retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 150 |                                                                                                               |
| • 3 <sup>rd</sup> Reinspection or retest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 200 |                                                                                                               |
| Consultation Fees—fees for consultation technical assistance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 75  | Per hour                                                                                                      |
| <b>Fire Safety Inspection</b> —The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency                                                                                                                                                                                                                                                                                                                         |     |                                                                                                               |

|                                                                                     |                              |                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assembly Occupancies (including outdoor festivals)                                  |                              |                                                                                                                                                                                 |
| • Class A (>1000 persons)                                                           | 350                          |                                                                                                                                                                                 |
| • Class B (301-1000 persons)                                                        | 235                          |                                                                                                                                                                                 |
| • Class C (51-300 persons)                                                          | 125                          |                                                                                                                                                                                 |
| • Fairgrounds (≤ 9 buildings)                                                       | 250                          |                                                                                                                                                                                 |
| • Fairgrounds (≥ 10 buildings)                                                      | 450                          |                                                                                                                                                                                 |
| • Recalculation of occupant load                                                    | 100                          |                                                                                                                                                                                 |
| • Replacement or duplicate certificate                                              | 25                           |                                                                                                                                                                                 |
| Education & Daycare Occupancies                                                     |                              |                                                                                                                                                                                 |
| • Elementary School (includes pre-K and K)                                          | <del>100</del><br><u>150</u> |                                                                                                                                                                                 |
| • Middle, Junior, and Senior High Schools                                           | <del>150</del><br><u>250</u> |                                                                                                                                                                                 |
| • Family and Group Day Care Homes                                                   | 75                           |                                                                                                                                                                                 |
| • Nursery or Day Care Centers                                                       | <del>100</del><br><u>125</u> |                                                                                                                                                                                 |
| Health Care Occupancies                                                             |                              |                                                                                                                                                                                 |
| • Ambulatory Health Care Centers                                                    | <del>175</del><br><u>200</u> | Per 3,000 sq. ft. or portion thereof                                                                                                                                            |
| • Hospitals, Nursing Homes, Limited Care Facilities, Domiciliary Care Homes         | <del>150</del><br><u>300</u> | Per building plus \$2/patient bed                                                                                                                                               |
| Detention and Correctional Occupancies                                              | 150                          | Per building plus \$2/bed                                                                                                                                                       |
| Residential                                                                         |                              |                                                                                                                                                                                 |
| • Hotels and Motels                                                                 | 100                          | Per building plus \$/guest room                                                                                                                                                 |
| • Dormitories                                                                       | 2                            | Per bed (100 minimum)                                                                                                                                                           |
| • Apartments                                                                        | <del>150</del><br><u>100</u> | Per building plus \$2/dwelling unit; <u>175 minimum; or for common areas only 75 per building</u>                                                                               |
| • Lodging or Rooming House                                                          | 125                          | Plus \$2/bed                                                                                                                                                                    |
| • Board of Care Home                                                                | 125                          | Per building plus \$2/bed                                                                                                                                                       |
| Mercantile Occupancies                                                              |                              |                                                                                                                                                                                 |
| • Class A (> 30,000 sq. ft.)                                                        | 250                          |                                                                                                                                                                                 |
| • Class B (3,000 sq. ft. -30,000 sq. ft.)                                           | 150                          |                                                                                                                                                                                 |
| • Class C (< 3,000 sq. ft.)                                                         | 100                          |                                                                                                                                                                                 |
| Business Occupancies                                                                | 100                          | Per 3,000 sq. ft. or portion thereof                                                                                                                                            |
| Industrial or Storage Occupancies                                                   |                              |                                                                                                                                                                                 |
| • Low or Ordinary Hazard                                                            | <del>100</del><br><u>150</u> | <u>For the first 5,000 sq. ft., plus 35 for each additional 5,000 square feet</u> or portion thereof                                                                            |
| • High-Hazard                                                                       | <del>175</del><br><u>200</u> | <u>For the first 5,000 sq. ft., plus 35 for each additional 5,000 square feet</u> or portion thereof                                                                            |
| <u>Mixed-Use Building</u>                                                           |                              |                                                                                                                                                                                 |
| • <u>Low or Ordinary Hazard</u>                                                     | <u>150</u>                   | <u>For the first 5,000 sq. ft., plus 35 for each additional 5,000 square feet or portion thereof; or the fee calculated for the predominant occupancy, whichever is greater</u> |
| • <u>High-Hazard</u>                                                                | <u>175</u>                   | <u>For the first 5,000 sq. ft., plus 35 for each additional 5,000 square feet or portion thereof; or the fee calculated for the predominant occupancy, whichever is greater</u> |
| Common Areas of Multi-tenant Occupancies (i.e., shopping centers, high-rises, etc.) | 55                           | Per 10,000 sq. ft. or portion thereof                                                                                                                                           |
| Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)   | 150                          | Per acre of portion thereof                                                                                                                                                     |
| Outside storage of Flammable or Combustible Liquids (drums, tanks, etc.)            | 150                          | Per 5,000 sq. ft. or portion thereof                                                                                                                                            |
| Marinas and Piers                                                                   | 150                          | Per facility plus \$1/slip                                                                                                                                                      |

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| Mobile Vendor                                                                                                                                      | 55  | Plus .56/mile for inspections outside of the City of Salisbury |
| Sidewalk Café                                                                                                                                      | 55  | If not part of an occupancy inspection                         |
| Unclassified Inspection                                                                                                                            | 100 | Per hour or portion thereof                                    |
| <b>Fire Safety Reinspection</b> —If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected |     |                                                                |
| • 2 <sup>nd</sup> reinspection                                                                                                                     | 125 |                                                                |
| • 3 <sup>rd</sup> reinspection                                                                                                                     | 200 |                                                                |
| • 4 <sup>th</sup> and subsequent reinspection                                                                                                      | 275 |                                                                |
| • High Rise Inspection                                                                                                                             | 75  | Plus, the fee based on occupancy from above                    |
| <b>Fire Safety Reinspection</b> —If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected |     |                                                                |
| • 2 <sup>nd</sup> reinspection                                                                                                                     | 125 |                                                                |
| • 3 <sup>rd</sup> reinspection                                                                                                                     | 200 |                                                                |
| • 4 <sup>th</sup> and subsequent reinspection                                                                                                      | 275 |                                                                |
| <b>Fire Protection Water Supply Fees</b>                                                                                                           |     |                                                                |
| Witnessing Fire Main Flush                                                                                                                         | 75  |                                                                |
| Witness Underground Water Main Hydrostatic Tests                                                                                                   | 75  |                                                                |

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| <b>Fireworks Permit</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                                                                                  |
| <b>Fireworks Display</b> —includes plan review and associated inspections for any fireworks display                                                                                                                                                                                                                                                                                                                                                                                                                              | 450                          |                                                                                  |
| <b>Sale of Consumer Fireworks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                                                                                  |
| Stand-alone tent, stand, or other commercial space predominately utilized for the sale of consumer fireworks                                                                                                                                                                                                                                                                                                                                                                                                                     | 250                          |                                                                                  |
| Other commercial space predominantly utilized for the sale of goods other than consumer fireworks                                                                                                                                                                                                                                                                                                                                                                                                                                | 125                          |                                                                                  |
| <b>Hazardous Materials Use Permit</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                              |                                                                                  |
| <b>Light Use Facility</b> —required for any substance, in accordance with Section 1.12.8 of NFPA 1: Fire Code, that does not otherwise require a General Use Facility or High Use Facility permit                                                                                                                                                                                                                                                                                                                                |                              | <u>Limited quantities up to 2 times MAQ; minimal hazards; no special systems</u> |
| • Initial Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <del>150</del><br><u>125</u> |                                                                                  |
| • Annual Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <del>100</del><br><u>300</u> | Per year                                                                         |
| • Seasonal Pools Annual Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <del>50</del> <u>200</u>     | Per year when open less than 120 consecutive days/year                           |
| • Pools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 100                          | Per year when open more than 129 consecutive days/year                           |
| <b>General Use Facility</b> —required for extremely hazardous substances, as defined by 40 CFR part 355, that have a Threshold Planning Quantity (TPQ) of 10 pounds or less, that do not otherwise require a High Use Facility Permit                                                                                                                                                                                                                                                                                            |                              |                                                                                  |
| • Initial Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 300                          |                                                                                  |
| • Annual Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <del>200</del><br><u>300</u> |                                                                                  |
| • Seasonal Pools Annual Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <del>100</del><br><u>200</u> | Per year when open less than 120 consecutive days/year                           |
| • Pools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <del>200</del><br><u>100</u> | Per year when open more than 120 consecutive days/year                           |
| <b>High Use Facility</b> —required for hazardous chemicals identified in 40 CFR part 370, subject to the Threshold Planning Quantity (TPQ) where applicable therein                                                                                                                                                                                                                                                                                                                                                              |                              |                                                                                  |
| • Initial Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <del>600</del><br><u>200</u> |                                                                                  |
| • Annual Registration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <del>400</del><br><u>600</u> | Per year                                                                         |
| • Seasonal Pools Annual Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <del>200</del><br><u>400</u> | Per year when open less than 120 consecutive days/year                           |
| • Pools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <del>400</del><br><u>200</u> | Per year when open more than 120 consecutive days/year                           |
| <b>Facility Classification Upgrade</b> —when a facility has a change in hazardous inventory that upgrades the facility classification, the balance of the initial registration fee for the new facility classification must be paid at the time the facility is registered under the new classification. If the upgraded facility classification occurs within 90 days before the annual registration date, the balance of the initial registration fee for the new classification is waived until the annual registration date. |                              |                                                                                  |
| <b>Fire Report Fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                                                                                  |
| Third-party Fire Protection Report Processing Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 25                           | Per submittal—collected by the third-party data collection agency/company        |
| Operational Fire Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25                           | To provide hard or electronic copies of operational fire reports                 |



# City of Salisbury

## **Memo**

To: Nick Rice, City Administrator  
From: Jamie Nichols, Assistant Director  
Date: May 5, 2026  
Subject: SAFE Monarch Grant - 2nd Reading

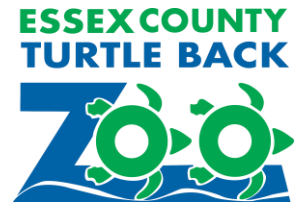
The Salisbury Zoo has submitted an application to SAFE Monarch requesting financial assistance in the amount of \$4,945.00. The funding will support the renovation of an existing pollinator garden, as well as the distribution of milkweed to benefit monarch butterflies and other native pollinators. This project aims to enhance public education on the importance of native pollinator species while extending conservation efforts both within the zoo and into the surrounding community.

Attachment(s):

[Salisbury Zoo- SAFE Monarch Habitat Grant Agreement 2026.docx](#)  
[Ord3003](#)



Zoological Society  
of New Jersey, Inc.  
AT ESSEX COUNTY TURTLE BACK ZOO



## Grant Agreement Between SAFE Monarch and The Salisbury Zoo

This Grant Agreement is entered into as of April 10, 2026 (the “Effective Date”) by and between SAFE Monarch and The Salisbury Zoological Park (“Grantee”), an Association of Zoos and Aquariums Pathways Program institution located at 755 South Park Drive, P.O. Box 2979, Salisbury, MD 21802.

### 1. Grant and Use of Grant Funds

SAFE Monarch hereby awards Grantee a grant in the amount of \$4,945 to support the project described below.

In support of Grantee’s and SAFE Monarch’s shared interests in monarch butterfly and pollinator habitat restoration and conservation, Grantee agrees to use the grant funds to implement the project described below:

This project proposes the renovation of an existing pollinator garden and the distribution of milkweed to our local community to better support monarch butterflies and other native pollinators throughout the region and zoo grounds. Monarch populations continue to decline due to habitat loss, reduced availability of native host plants, and limited public awareness. As a free-admission zoo located in a lower-income community and serving Title I schools, we provide equitable access to conservation education for families and students who may have limited exposure to environmental initiatives. Strengthening this garden directly expands hands-on learning and stewardship opportunities for those we serve.

The current garden lacks sufficient native milkweed and nectar sources to consistently attract monarchs or support their full life cycle. The project will restore existing beds by removing non-native or underperforming plants and installing a diverse selection of regionally appropriate native perennials, emphasizing milkweed and nectar-producing species. Educational signage will interpret monarch life stages, migration, and the importance of native habitats. A docent-led care and monitoring program will support long-term maintenance, data collection, and visitor engagement. The project will culminate in a community event unveiling the renovated gardens and distributing free milkweed, empowering residents to create pollinator habitat at home and extend conservation impact beyond zoo grounds. Guest engagement and educational impact will be assessed by utilizing visitor surveys distributed during programs and special events. These surveys will measure awareness of pollinator conservation, understanding of monarch habitat needs, and intent to plant milkweed or other native species at home.

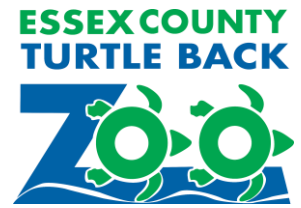
- Restore designated garden space by removing invasive, non-invasive, and under-performing plants and prepare the area for habitat improvement. This foundational step ensures the site can effectively support monarchs and other pollinators.
- Install and maintain a diverse selection of native perennial plants, with a focus on regionally-appropriate milkweed species and nectar plants that support monarchs throughout their life cycle. Ongoing maintenance will be led by trained staff and docents to ensure long-term success.
- Distribute free milkweed and educational information about growing milkweed, its importance to monarch butterflies, and the importance of pollinators to the community to spread pollinators beyond the zoo.

- Monitor monarch activity within the garden and collect observational data, including life stage presence and seasonal use, to evaluate project effectiveness and contribute to conservation knowledge.

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Zoological Society  
of New Jersey, Inc.  
AT ESSEX COUNTY TURTLE BACK ZOO



## 2. Report

Grantee will deliver to SAFE Monarch a written progress report on the work conducted under this Grant Agreement. The report is **due on October 1, 2026**, and will include a narrative description of the progress made toward achieving the goals of this grant and any associated photographs. These should include before, after and progression photos that demonstrate the project's implementation. A final report will be due at the end of the grant term on **November 30, 2027**. Report templates will be provided.

## 3. Term

The term of this Grant Agreement shall begin on the Effective Date and will end on **November 30, 2027**.

## 4. Disbursement of Grant Funds

The grant funds shall be disbursed upon grant signature and submission of invoice to [safemonarch@monarchjointventure.org](mailto:safemonarch@monarchjointventure.org). SAFE Monarch will not reimburse Grantee for expenses beyond the grant amount incurred in carrying out the project.

Invoice should be made billed to:

Monarch Joint Venture: AZA SAFE Monarchs  
2233 University Ave. W., Suite 426  
St. Paul, MN 55114

Agreed to as of the 10th day of April 2026.

Total Grant Obligation: \$4,945  
Grant Source: SAFE Monarch Habitat Grant

Institution Name:

Project Coordinator:

Signature:

Date:

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**WHEREAS**, the City of Salisbury submitted an application to SAFE Monarch for financial assistance to renovate an existing pollinator garden and the distribution of milkweed to support monarch butterflies and other native pollinators; and

**WHEREAS**, the City of Salisbury must enter into a grant agreement with SAFE Monarch defining how these funds must be expended; and

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with Monarch, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount \$45.00.

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

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

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication

shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26 day of May, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8 day of June, 2026.

ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
April R. Jackson, City Council President

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Randolph J. Taylor, Mayor



City of  
Salisbury

## **Memo**

To: Nick Rice, City Administrator  
From: Scott Roberts, Director of ABCD  
Date: May 1, 2026  
Subject: Live Arts in Public Spaces - 2nd Reading

The purpose of this ordinance is to clarify the parameters for live arts performance in public spaces including locations of performance areas, spaces between performers, amplification, tips and donations, performer conduct and safety, hours of operation, and complaints and enforcement.

Attachment(s):  
[Ord3004](#)

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**ORDINANCE NO. 3004**

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 5 OF THE  
SALISBURY CITY CODE, CREATING A NEW CHAPTER ENTITLED “5.45 -  
LIVE ARTS IN PUBLIC SPACES.”**

**WHEREAS**, the ongoing application, administration, and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation, and amendment to comply with present community standards and values and promote public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Title 5 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

**WHEREAS**, the City of Salisbury recognizes street performance, also known as “busking,” as a form of artistic and cultural expression protected under the First Amendment of the United States Constitution and Article 40 of the Maryland Declaration of Rights;

**WHEREAS**, the City affirms that public spaces are traditional forums for free expression and welcomes street performers as contributors to the vibrancy, creativity, and civic life of Salisbury;

**WHEREAS**, the Mayor and Council find that the health, safety, and general welfare of the citizens of the City will be furthered by amending Title 5 of the Salisbury City Code to make these changes;

**WHEREAS**, the Mayor and Council have determined that the creation Chapter 5.45 of the Salisbury City Code shall be adopted as set forth herein.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, that Title 5 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows:

**Section 1.** Title 5 of the Salisbury City Code of the Salisbury City Code, is hereby amended by the addition of Chapter 5.45, entitled “Live Arts In Public Spaces” as follows:

**5.45 - LIVE ARTS IN PUBLIC SPACES**

**5.45.010 – Definitions**

**For the purpose of this chapter, the following words and phrases shall mean:**

**“Amplification” means the use of electronic devices to increase the volume of sound during a performance.**

**“Busking” means performing in public spaces, such as sidewalks, parks, and plazas, for tips or donations. This can include music, singing, juggling, dance, magic, mime, or other forms of live entertainment.**

52 “Hazardous Act” means any performance involving fire, knives, fireworks, pyrotechnics, live  
53 animals, or other materials or actions deemed dangerous or inappropriate for public  
54 safety.

55 “Passive Solicitation” means the display of an open instrument case, hat, or similar  
56 receptacle for tips or donations without verbal or physical solicitation.

57 “Performance Area” means the specific location within a public space where a street  
58 performer conducts their act, ensuring compliance with spacing and accessibility  
59 requirements.

60 “Performer” means any individual or group engaging in busking activities within the City of  
61 Salisbury.

62 “Public Space” means any area owned, maintained, or controlled by the City of Salisbury  
63 that is open and accessible to the general public, including sidewalks, parks, plazas, and  
64 pedestrian pathways.

65 “Special Event” means a City-sanctioned festival, parade, or other organized activity that  
66 may temporarily alter the provisions of this ordinance under 5.45.120.

67 “Youth Performer” means any individual 16 years of age or younger engaging in busking  
68 activities, who must be accompanied by a parent or legal guardian.

69  
70 5.45.020 –General Permission

- 71 1. Performers may freely engage in busking activities in accordance with this chapter and all  
72 other applicable laws.  
73 2. The City affirms that street performance is an activity open to all individuals on an equal and  
74 non-discriminatory basis.

75 5.45.030 – Locations and Performance Areas

- 76 1. Street performances are permitted on sidewalks, in public parks, plazas, and other public  
77 areas within the City of Salisbury, except where otherwise prohibited by law or public safety  
78 regulation.  
79 2. Performers shall not block or obstruct building entrances or exits, ADA-accessible ramps,  
80 crosswalks, driveways, loading zones, or fire lanes.  
81 3. A minimum of six (6) feet of unobstructed sidewalk space shall be maintained for pedestrian  
82 passage at all times.  
83 4. Performers shall position themselves in a manner that does not interfere with vehicular traffic  
84 or the normal flow of pedestrians.  
85 5. Street performances are not permitted within the footprint of a City-sanctioned festival,  
86 parade, or special event unless specifically authorized under 5.45.120 of this chapter.  
87 6. Performances are encouraged in Downtown Salisbury, Riverwalk, City Park, and other  
88 designated cultural corridors where pedestrian activity is high.

89 5.45.040 Duration and Rotation of Performances

- 90 1. A performer may occupy a single location for no more than one hundred twenty (120)  
91 consecutive minutes.  
92 2. After completing a performance at one location, the performer shall relocate to another site  
93 at least one hundred (100) feet away from the previous location.  
94 3. Performers may return to a previously used location later in the same day, provided they  
95 again comply with the time and distance requirements of this section.

5.45.050 – Spacing Between Performers

1. Performers shall maintain a minimum distance of one hundred (100) feet from any other active performer or performance group.
2. The purpose of this spacing requirement is to ensure clear pedestrian passage, minimize excessive noise overlap, and allow each performer a reasonable opportunity to be heard and seen.
3. Nothing in this section shall prohibit performers from collaborating or performing together by mutual agreement.

5.45.060 Amplification and Noise

1. Performers may use amplification provided that the volume must remain in compliance with the City's general noise ordinance and may not unreasonably disturb nearby businesses, residents, or public activities.
2. The City reserves the right to require immediate volume reduction or cessation of amplified sound if it is determined to disturb the surrounding area.

5.45.070 Tips and Donations

1. Performers may accept voluntary tips or donations from the public.
2. All contributions must be offered freely and without verbal or physical solicitation by the performer.
3. No performer shall obstruct, harass, or interfere with pedestrians or passersby when accepting donations.
4. The display of an open instrument case, hat, or similar receptacle for tips shall be considered passive solicitation and permitted under this section.
5. Small and unobstructive signs may be used in conjunction with an open instrument case, hat, or similar receptacle.
6. The sale of merchandise, recordings, or other goods is prohibited unless otherwise authorized under a separate vendor permit.
7. Performers shall not use electronic payment methods in a way that solicits donations verbally (e.g., QR code displays are acceptable).

5.45.080 Performer Conduct and Safety

1. Performers shall conduct themselves in a manner that is respectful of the public, nearby businesses, and other performers.
2. Performers shall not obstruct or block building entrances, fire lanes, ADA-accessible ramps, crosswalks, or pedestrian passageways.
3. Performers are responsible for keeping their performance area clean and free of debris, including trash, props, and any materials used during the performance.
4. Dangerous, hazardous, or inappropriate acts are prohibited, including but not limited to:
  - a. The use of fire, knives, fireworks, pyrotechnics, or any other hazardous materials or devices;
  - b. The use of live animals in performances;
  - c. The display or performance of explicit, obscene, or sexually suggestive material, including nudity, simulated sexual acts, profane or pornographic imagery, or language inappropriate for general public audiences.

5. Exceptions may be granted only when specifically authorized by the City for approved festivals, parades, or special events.
6. Performers shall comply with all applicable safety and public health regulations while performing.

#### 5.45.090 – Hours of Operation

1. Street performances within the City of Salisbury shall be permitted between 7:00 a.m. and 11:00 p.m. daily.
2. The City may authorize exceptions to these hours for approved festivals, parades, or special events, during which performers may operate outside the standard hours.

#### 5.45.100 – Youth Performers

1. Any performer 16 years of age or younger must be accompanied on-site by a parent or legal guardian.
2. Youth performers are permitted to engage in all performances allowed under this chapter, including those approved for festivals or special events, provided they comply with safety and conduct requirements.

#### 5.45.110 – Complaints and Enforcement

1. Complaints regarding street performances shall be directed to the Salisbury Police Department.
2. The penalty for any violation of this Chapter shall be as established by the City Council in the City of Salisbury Fine and Penalty Schedule.
3. The Police Department shall provide guidance and education to performers when possible, with the goal of achieving compliance in a fair and transparent manner.
4. The City shall maintain a written log of complaints and enforcement actions for transparency and policy review

#### 5.45.120 Special Events and Festivals

1. The City may authorize temporary exceptions to the provisions of this chapter, including but not limited to hours of operation, amplification limits, and hazardous act restrictions, for approved festivals, parades, or special events.
2. Performers participating under such exceptions must still comply with all applicable conduct, safety, and public health requirements outlined in this chapter.
3. Authorization for exceptions shall be granted in writing by the City and may include additional conditions to ensure public safety and accessibility.

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26 day of May, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8 day of June, 2026.

ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
April R. Jackson, City Council President

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Randolph J. Taylor, Mayor



## Memo

To: Nick Rice, City Administrator  
From: Jordan Mann, Assistant Director of Field Operations  
Date: April 22, 2026  
Subject: LGIT Grant Acceptance – Vehicle Monitoring Program - 2nd Reading

The Department of Field Operations has been awarded a grant in the amount of \$10,000.00 from the Local Government Insurance Trust (LGIT) to support the implementation and expansion of the City's vehicle monitoring (telematics) program.

This funding will be used to enhance the City's current telematics capabilities by equipping additional fleet assets with monitoring technology and further optimizing system utilization across departments. The expanded program will improve operational efficiency, strengthen fleet oversight, enhance driver safety, reduce unnecessary fuel consumption and idling, and support data-driven decision-making related to vehicle maintenance and asset management.

The grant requires implementation within a 60-day period and includes a follow-up reporting component to LGIT outlining program progress and outcomes. The Department is prepared to proceed with procurement and deployment immediately upon acceptance to ensure compliance with grant timelines.

The Department of Field Operations respectfully requests authorization from the Mayor and City Council to accept this grant and to deposit the awarded funds into the appropriate grant fund. This grant does not require any additional financial contribution from the City and will directly support ongoing efforts to modernize fleet operations and improve overall service delivery.

It is recommended that the Mayor and City Council approve this request. Please let me know if any additional documentation or supporting information is needed.

Attachment(s):  
[Ord3005](#)



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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26 day of May, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8 day of June, 2026.

ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
April R. Jackson, City Council President

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Randolph J. Taylor, Mayor



# City of Salisbury

## Memo

To: City Council Members  
From: Nick Rice, City Administrator  
Date: May 7, 2026  
Subject: Legal Fees - 2nd Reading

For your review and consideration, this proposes a budget amendment to the City of Salisbury's FY2026 General Fund in the amount of \$175,000.

This amendment is necessary to fund both special counsel services for labor negotiations and training as well as ongoing legal services for general City matters. Due to the scope and complexity of labor-related negotiations, the City requires specialized legal expertise. In addition, increased demands for legal support across routine City operations have exceeded currently budgeted resources.

The proposed funding will be drawn from Current Year Surplus, with allocation of funds as follows:

- \$120,000 – City Attorney (general legal services and support)
- \$55,000 – Other Attorney Services (special counsel for labor negotiations and training)

This ordinance authorizes the Mayor to appropriate the necessary funds and, in accordance with City requirements, requires approval by a four-fifths vote of the Council.

Approval of this amendment will ensure the City is adequately supported in both specialized labor negotiations and day-to-day legal matters, allowing for continued effective and compliant operations.

Attachment(s):  
[Ord3006](#)

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**ORDINANCE NO. 3006**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A  
BUDGET AMENDMENT OF THE FY2026 GENERAL FUND BUDGET TO  
APPROPRIATE ADDITIONAL FUNDS REQUIRED FOR LEGAL  
SERVICES.**

**WHEREAS**, the City of Salisbury requires the services of a special counsel for labor training and negotiations, as well as additional legal services to support ongoing general City matters; and

**WHEREAS**, the City of Salisbury has determined an additional \$175,000 will be required for these services, and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$175,000 as provided hereinabove, must be made upon the recommendation of the Mayor and approval of four-fifths of the Council of the City of Salisbury.

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to appropriate funds for special counsel for labor training and negotiations and legal services for general City matters, in the amount of \$175,000.

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

**Section 2.** The City of Salisbury's FY26 General Fund Budget be and hereby is amended as follows:

| <b>Increase<br/>(decrease)</b> | <b>Account<br/>Type</b> | <b>Account<br/>Description</b> | <b>Account</b> | <b>Amount</b> |
|--------------------------------|-------------------------|--------------------------------|----------------|---------------|
| Increase                       | Revenue                 | Current Year<br>Surplus        | 01000-469810   | \$175,000     |
| Increase                       | Expense                 | City Attorney                  | 17000-513301   | \$120,000     |
| Increase                       | Expense                 | Other Attorney                 | 17000-513302   | \$55,000      |

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26 day of May, 2026 and thereafter, a statement of the substance of the Ordinance

47 having been published as required by law, in the meantime, was finally passed by the Council of the City  
48 of Salisbury on the 8 day of June, 2026.

49 **ATTEST:**

51  
52  
53 \_\_\_\_\_  
54 **Julie A. English, City Clerk**

\_\_\_\_\_

**April R. Jackson, City Council President**

55  
56 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

57  
58 \_\_\_\_\_  
59  
60 **Randolph J. Taylor, Mayor**



# City of Salisbury

## **Memo**

To: Nick Rice, City Administrator  
From: Lt. John Dennis, Deputy Chief Chris O'Barsky  
Date: May 27, 2026  
Subject: Ordinance-Grant Acceptance Region IV Rural Health Transformation Grant - 1st reading

This blood program is designed to provide early administration of whole blood to patients experiencing life-threatening hemorrhaging. This program allows trained EMS clinicians to initiate blood transfusion in the prehospital environment to improve oxygen delivery, support clotting, and treat hemorrhagic shock prior to hospital arrival. The program includes specific procedures for storage, handling, administration, documentation, and quality assurance to ensure safe and effective use of whole blood in accordance with state protocols and medical direction.

Attachment(s):  
[RHTP Salisbury Fire Department.docx](#)  
[Ord3007](#)



**Rural Health Transformation Program (RHTP) Agreement**  
**between**  
**The Maryland Institute for Emergency Medical Services Systems**  
**and**  
**Salisbury Fire Department**

This Agreement, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems ("MIEMSS") located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and Salisbury Fire Department (the "Association") located at, 325 Cypress Street, Salisbury, MD 21801 is to enhance Maryland's Whole Blood Program in rural communities based on federal funding applied for by the Maryland Department of Health, and granted by the federal Centers for Medicare and Medicaid Services ("CMS"), and is subject to the terms and conditions set forth below.

1. in consideration of the Association's participation in the Rural Health Transformation Program's Whole Blood Program, MIEMSS will provide the Association with funding equal to a maximum 'grant of \$13,729.00 subject to federal grant approval and award (the "Funds").
2. The Association must use the Funds solely for Whole Blood Program costs, as described in Appendix A, and subject to the budget approved by MIEMSS in Appendix 8.
3. The Association, as a subrecipient of federal grant funds, must comply with all federal grant terms and conditions stated in Appendix c.
4. To receive Fund payments from MIEMSS, the Association must provide MIEMSS with a copy of the invoice for expenditures, proof of payment in the form of a cancelled check, or a redacted bank or credit card statement, and a letter on the Association's letterhead requesting reimbursement. The letter must also include the Association's Federal 1.0. number and the correct "remit to" address, and shall be mailed to Ms. Sherry Alban, Director of Finance, The Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201, or [Salban@miemss.org](mailto:Salban@miemss.org).
5. Purchases using the Funds must be completed and reimbursement requests submitted to MIEMSS no later than July 31, 2027.
6. Any expenditure of the Funds that is not consistent with the purposes stated in Paragraph 1 or Appendices A and B may be disqualified in the sole judgment of MIEMSS.
7. The Funds may not be used to supplant any existing State, local, tribal, or private funding, nor may they be used for clinical payments that can be reimbursed through insurance. The Association must complete Appendix D, "Attestation and Funding Assessment Form," and return it to MIEMSS along with the signed agreement. If the Association fails to complete and return Appendix D, all funds will be subject to disqualification and repayment to MIEMSS, MOH, and/or CMS.
8. On or before July 31, 2027, the Association shall, provide to MIEMSS an itemized statement of expenditures verified by an officer of the Association that shows how the Funds under this agreement were spent. The Association shall retain bills of sale, records and other satisfactory

evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the expiration of this Agreement. The Association must submit annually to MIEMSS an inventory listing of Federally owned property in its custody approved and purchased with federal RHTP funds. MIEMSS, the Maryland Department of Budget and Management, the State Comptroller, the Legislative Auditor, MDH, or CMS, may examine and audit this evidence, on request, at any reasonable time within the retention period,

9. The Association shall notify MIEMSS before September 30, 2026, if for any reason the Association is unable to use any part of the Funds provided under Paragraph 1 of this agreement.
10. If CMS disallows any portion of its grant award, the Association must repay to MIEMSS the portion of the federal disallowance for which it is responsible. The Association's responsibility for any disallowance will be based on CMS's description and reasoning of the disallowed funds.
11. Any medical equipment or supplies purchased in whole or in part with this Grant shall be maintained by the Association in accordance with the Federal Drug Administration and other applicable State and federal regulations as applicable.
12. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with the Funds without the prior written consent of MIEMSS and, where appropriate, MOH and/or CMS. Whole blood and disposable supplies may be used in accordance with local policies and procedures. The Association shall give MIEMSS written notice at least 30 days before any proposed transfer or disposition of any non-disposable items. Any proceeds from a permitted transfer or disposition shall be applied to repay to that portion of the Funds attributable to the particular real or personal property transferred or disposed of. MIEMSS and the Association, and, where applicable, MDH and/or CMS, may agree to other terms and conditions of the proceeds from the sale or transfer of real or personal property acquired with the Funds.
13. For *any* item of real or personal property that is acquired with The Funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Association must obtain and maintain Insurance at its own expense and for the reasonable useful life of that item or for 5 years, whichever is less. The Funds may not be used to offset the cost of insurance required under this section. The Insurance shall provide full protection for the Association and the State against loss, **damage**; or destruction of the real or personal property. The Association must, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds from Insurance reimbursements required by this paragraph shall be applied toward replacement of the real or personal property or toward the repayment to MIEMSS, MOH, or CMS, in the sole discretion of MIEMSS.
14. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
15. The laws of Maryland govern this Agreement except where federal laws and regulations related to grant **awards** supplant State laws.

16. This agreement binds respective successors of the parties.
17. The Association may not sell, transfer, or otherwise assign any of its obligations under this agreement, or its rights, title, or interest in this agreement, without the prior written consent of MIEMSS, MOH, and/or CMS.
18. No amendment to this agreement is binding unless it is in writing and signed by the parties.
19. If the Association fails to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of the agreement, MIEMSS may terminate the agreement by written notice to the Association. The notice shall specify the acts or omissions relied upon as cause for termination. The notice shall also provide a fifteen (15) day cure period to cure any deficiency or violation of provisions contained in this agreement. Upon expiration of the cure period, all finished or unfinished work provided by the Association shall become MIEMSS's property. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Government Article, Title 12.
20. MIEMSS may terminate the performance of work under this agreement in whole, or from time to time in part, whenever MIEMSS shall determine that such termination is in the best interest of MIEMSS or the State. MIEMSS will pay all reasonable costs associated with this agreement that the Association has incurred up to the date of termination, and all reasonable costs associated with termination of the agreement. MIEMSS will provide sixty (60) days' advance notice of any termination under this section.
21. In addition to any other grounds for termination for cause set forth in this agreement, MIEMSS may terminate this agreement, in whole or in part, immediately upon written notice to the Association if:
  - A. Federal funding supporting this agreement is reduced, suspended, or terminated;
  - B. MOH's federal award is not renewed or is materially modified; or
  - C. Continued performance of this agreement would result in MIEMSS's or MDH's noncompliance with applicable federal statutes, regulations, or award conditions.

In the event of such termination, MIEMSS's liability shall be limited to payment for allowable costs properly incurred by the Association through the effective date of termination, subject to applicable federal funding availability and compliance with reporting and closeout requirements.
22. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
  - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;

- B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
  - C. The Association, if incorporated, is registered or qualified In accordance with the Corporations and Associations Article, Annotated Code of Maryland Is In good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
  - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyin for any services rendered In securing the passage of legislation establishing or appropriating funds forthe Grant;
  - E. Neither the Association, nor any of its officers or directors, nor any person substantially Involved in the contracting or fund-raising activities of the Association, Is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
23. The individual executing this agreement on behalf of the Association represents that he or she Is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties that hereby agree to the terms of this agreement;

Witness or Attest:

Grant Awardee:  
Salisbury Fire Department  
Reslon IV

  
Signature  
- \:lao # ab L-Dn 8  
Printed Name a,pbn  
Title \ .L \ \") ,ti) .  
effiL{

  
Signature  
By: J. J. 7M  
Printed Name  
Title: A-1.i.i - - -

The Maryland Institute for Emergency  
Medical Services Systems

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

Approved as to form and legal sufficiency  
this day of \_\_\_\_\_ 2026:

\_\_\_\_\_  
W. Adam Malizlo  
Assistant Attorney General

## **Appendix A-Scape of Work**

Funds Will be provided to support the Whole Blood program as specified in Attachment B.

### **Performance Metrics**

Jurisdictions (Individual county) will report on a quarterly basis the Information below as applicable to your program:

- Number of EMS clinicians trained to administer whole blood
- Number of rural Jurisdictions fully operational (providing whole blood)
- Number of patients receiving whole blood
- Number of units of whole blood administered to patients

#### Appendix B- Budget

|                           |          |
|---------------------------|----------|
| Blood coolers             | \$6,924  |
| Blood warmers             | \$3,834  |
| Blood infusers            | \$464    |
| Supplies                  |          |
| Disposable blood circuits | \$1,207  |
| Data management software  | \$1,300  |
| Total award               | \$13,729 |

## Appendix C Federal Grant Terms and Conditions

### Notice of Award (NoA) Terms and Conditions

1. Applicable terms and conditions stated in the NoA flow down to subrecipients. In addition, all relevant Project requirements and definitions outlined in the NOFO (CMS-RHT-26-001) and the FAQ apply. Appendix M, O, E, and F provide the full list of terms and conditions, which are incorporated by reference into **Appendix C**.
2. Continued funding from CMS is conditional on the availability of appropriated funds, satisfactory performance, reporting, and compliance.
3. Subrecipients must:
  - a. Use subawards for authorized purposes for the program referenced in the NoA and described in the NOFO and outlined in the approved application to positively affect rural areas and rural residents. This includes any approved revisions, as applicable, made subsequent to the approved application;
  - b. Comply with Federal statutes, regulations, and the terms and conditions of the subaward;
  - c. Achieve subaward performance goals; and
  - d. Adhere to the Implementation plan and timeline included in the approved application.
  - e. Comply with the requirements and limitations related to the use of funds:
    - i. Each budget narrative activity/cost must be described and fully itemized.
    - ii. TBO line items will remain restricted until finalized.
    - iii. CMS must provide prior approval prior to funds drawdown.
    - iv. Subrecipients must record expenses in real time.
4. 2 CFR 200.331, subrecipient and contractor determinations, and 2 CFR 200.332, requirements for pass-through entities, are incorporated by reference.
5. Under the Cooperative Agreement CMS will have substantial programmatic involvement. Maryland will need to seek CMS prior approval for:
  - a. Budget revisions expected to exceed 10 percent of the total budget as last approved.
  - b. Subaward activities not yet proposed or approved;
  - c. Consultant/contract activities not yet proposed or approved;
  - d. Changes in scope;
  - e. Lifting of funding restrictions;
  - f. Removal of non-compliance plans;
  - g. Key personnel changes;
  - h. Equipment and other capital expenditures 2 CFR 200.439; and  
Rearrangement and reconversion costs 2 CFR 200.462
  - j. Activities that require prior approval are further detailed in HHS grant 2 CFR 200.407, Prior written approval (prior approval), 2 CFR 200.308, Revision of budget and program plans, and the HHS Grants Policy Statement.
6. A complete description and cost breakdown must be provided to CMS for each consultant, subrecipient, or contract upon selection. Any required contractual reporting information should be updated, as necessary, to reflect the specific subrecipient/contractor/consultant selected. Please review the "CMS Guidance for Preparing a Budget Request and Narrative" (Section F) for further guidance on these requirements: [https://www.cms.gov/about-cms/wot-lets/cms-grants-cooperative-agreement/how-apply-tms-gt/nts-a\\_m\\_guidance-n-rep3rtn-budget-request-narrative](https://www.cms.gov/about-cms/wot-lets/cms-grants-cooperative-agreement/how-apply-tms-gt/nts-a_m_guidance-n-rep3rtn-budget-request-narrative)
7. Limitations on use of funds include:
  - a. Administrative costs, including indirect and direct costs, are capped at 10% per budget period.

- b. Any program income (money earned from award-supported activities) must be used for the purposes and under the conditions of the award.
  - c. Minor renovations or alterations allowable only with CMS prior approval to ensure long-term overhead and upkeep costs are commensurate with patient volume, subject to restrictions in the funding policies and limitations section of the NOFO. Funding used for minor renovation or alterations cannot exceed 20% of the total funding awarded to MOH in each budget period.
  - d. Workforce activities must require a commitment for recipients of RHTP financial incentives to serve rural communities for a minimum of five years. Under the uses of funds described in statute, there is a minimum five-year commitment for clinical workforce talent to serve rural communities who benefit from recruiting and retention initiatives funded by RHTP. Relevant workforce initiatives need guardrails to meet this statutory requirement. See NOFO for further specifics on allowable expenses and funding guidelines.
  - e. Direct health care services allowable if justified why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by Insurance), and/or how they transform the current care delivery model. CMS will have final approval of whether proposed services are allowable.
  - f. Funding used for provider payments, defined in the NOFO as providing payments to health care providers for the provision of health care items or services, cannot exceed 15% of the total funding awarded to MOH in a given budget period.
  - g. No more than 5% of total funding awarded to MOH in a given budget period can support funding the replacement of an Electronic Medical Record (EMR) system if a previous HITECH certified EMR system is already in place as of September 1, 2025.
  - h. Funding towards initiatives similar to the "Rural Tech Catalyst Fund Initiative" as described in the NOFO Appendix (pages 115-1181, cannot exceed the lesser of (1) 10% of total funding awarded to the Recipient in a given budget period or (2) \$20M of total funding awarded to MOH in a given budget period.
  - i. SSA 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.
  - j. Salary Limitations: None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. The Executive level II rate changes each year, refer to the most recent information posted on the [Per se general Management Plan website](#). The January 2026 salary cap is \$115,000.
  - k. Subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E. Subrecipients must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow Appendix IX to 2 CFR 300. Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.
  - l. For-profit recipients are subject to 48 CFR subpart 31.22. For more detailed information on applicability and exemptions, refer to 2 CFR 200.401.
- B. Unallowable costs include:
- a. Pre-award costs.
  - b. Goods or services not allocable to the approved project. Using funds in a manner inconsistent with activities described in the approved application, on activities explicitly limited or prohibited in the Terms and Conditions, and/or on activities not approved by CMS is a violation of the agreement.
  - c. Meeting matching requirements for any other federal funds or local entities.
  - d. An expenditure that is attributable to an Intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.

- e. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.
  - f. Duplicate payments. Funds may not be used to replace payment for clinical services that could be reimbursed by insurance. Funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules.
  - g. Supplanting (not supplementing!) non-federal funds that have been budgeted for the same purpose through non-federal sources including **existing** State, local, tribal, or private funding.
  - h. Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs must ensure that federal funds do not supplant funds.
  - i. Funds may not be used for clinician salaries. Funds also may not be used for **wage** supports for facilities that subject clinicians to non-compete contractual limitations. This applies only to salaries and wages funded by the cooperative agreement award through an approved initiative described in the approved application.
  - j. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic **upgrades**, or any other cost that materially increases the value of the capital or useful life **as a** direct cost.
  - k. The cost of independent research and development, including their proportionate share of Indirect costs. See 2 CFR 300.477.
  - l. Purchase of certain telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband Internet costs.
  - m. Meals, unless in limited circumstances as described in the NoA.
  - n. Initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure **at 45** CFR 156.400 because that is beyond the scope of this program.
  - o. Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
  - p. Activities prohibited under 2 CFR 200.450 **and** the HHS Grants Policy Statement related to lobbying and influencing the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body.
  - q. Costs of promotional items and memorabilia, including meals, gifts, and souvenirs. Costs of advertising and public relations **designed** solely to promote the non-Federal entity.
9. CMS Standard Grant and Cooperative Agreement Terms and Conditions are applicable to RHTP. In summary, this includes the following:
- a. Compliance with all federal laws as amended and their requirements
  - b. Antidiscrimination laws;
  - c. Title VI of the Civil Rights Act of 1964;
  - d. Section 504 of the Rehabilitation Act of 1973;
  - e. Title IX of the Education Amendments of 1972;
  - f. Age Discrimination Act of 1975;
  - g. Section 1557 of the Patient Protection and Affordable Care Act; and
  - h. As applicable, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C.;
  - i. Administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this NoA, as applicable, in the Uniform Guidance - 2 CFR 200 and 2 CFR 300.

- J. Privacy and Security of Health Information. Subrecipients shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of Individually identifiable health Information.
  - k. Mandate that all Federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must Inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - l. Prompt disclosure, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
10. Additional administrative requirements:
- a. Collaborate with MDH and CMS staff to implement and monitor the project.
  - b. Participate in all monitoring activities requested by CMS and/or Its contractor(s).
  - c. Participate in program evaluation activities requested by CMS and/or its contractor(s).
  - d. Participate in program audit activities requested by CMS and/or its contractor(s).
  - e. SAM and UEI: Maintain current information In SAM and review and update the Information at least once a year after the initial registration to remain active, and more frequently if required by changes in the Information.
  - f. Comply with the Stevens Amendment to include the following language acknowledging federal assistance when issuing any publicfacing materials including statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents: "The Maryland Rural Health Transformation Program is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$168,180,837.61 with 100 percent funded by CMS/HHS. The contents of this [e.g., meeting] are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government."
  - g. Prior to use, publclatlon, or distribution, share any public facing materials (including but not limited to statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents) with MOH Agreement Monitor for review and approval.
  - h. Comply with requirements related to use of data and work products and making sure no subaward is made to an entity that is debarred, suspended, or ineligible.
  - i. Requirements for certification of non-duplication, assessment, and administrative contro ls. All recipients of RITTP funding will be required to complete an attestation that their activities will 1) serve a rural community, and 2) the proposed activities and funding do not supplant other funding sources. MIEMSS must include the attestation and funding assessment as attachments to this agreement. The funding assessment will ensure planned use of RHTP funds are consistent with RHTP non-duplication requirements. The assessment will Identify current funding for related activities and darify how the recipient's activities are clearly distinct. Grantees will be required to document their administrative controls for maintaining compliance with the non-duplication requirements. The documentation must address their financial reporting processes for tracking expenses and allocating costs among different funding streams. Grantees will be required to describe their internal controls and monitoring of subcontracts for compliance. All subreclplent and grantee agreements will include language that certifies that RHTP funding will not supplant existing funding sources. Grantees will be required to provide invoices at least quarterly with details that describe activities during the period. Annually, RHTP grantees will provide an updated funding assessment of RHTP funding and related funding sources, ensuring RHTP activities are distinct from activities supported by other funding sources .

## Appendix D - Attestation and Funding Assessment Form

### Purpose

Federal RITTP funds must **serve rural communities and must supplement, not supplant, existing funding sources**. Awardees must attest that RHTP funds will serve rural communities and any RHTP funds will supplement, not supplant, existing funding sources. Awardees must disclose any related funding sources that could potentially overlap with the proposed activities.

### Section 1-Attestation

By signing below, the awardee certifies that:

**pl..** The activities proposed under this RHTP application **serve rural communities** consistent with RHTP program objectives.

**(X)** The proposed activities **do not duplicate or supplant other funding sources**.

#### Authorized Representative

Name: Randolph J. Taylor  
Title: Mayor  
Organization: City of Salisbury  
Signature: [Signature]  
Date: 11-26-20

### Section 2 - Funding Assessment

Awardees must identify **any existing funding sources** that relate to the proposed activities and explain how RHTP funding is **distinct and non-duplicative**. (Add rows if necessary)

| RHTP Funding Duplication Assessment |                         |                                       |
|-------------------------------------|-------------------------|---------------------------------------|
| RHTP Proposed Activity              | Related Funding Sources | How RHTP Funding is New and Distinct? |
|                                     |                         |                                       |
|                                     |                         |                                       |
|                                     |                         |                                       |
|                                     |                         |                                       |



1  
2  
3 **ORDINANCE NO. 3007**

4 **AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE**  
5 **MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND**  
6 **INSTITUTE FOR EMERGENCY MEDICAL SERVICES SYSTEMS (MIEMSS)**  
7 **FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF**  
8 **\$13,729.00 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT**  
9 **FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE**  
10 **DEPARTMENT.**

11 **WHEREAS,** MIEMSS has a Rural Health Transformation Program; and

12 **WHEREAS,** the purpose of the grant program is to assist agencies in the costs associated with whole  
13 blood implementation; and

14 **WHEREAS,** the City of Salisbury submitted a grant application to MIEMSS; and

15 **WHEREAS,** MIEMSS has awarded the City \$13,729.00; and

16 **WHEREAS,** the City of Salisbury must enter into a grant agreement with MIEMSS defining how these  
17 funds will be released and accepted; and

18 **WHEREAS,** all funds shall be used to purchase whole blood storage and delivery supplies for the  
19 Salisbury Fire Department; and

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

22 **WHEREAS,** appropriations necessary to execute the purpose of this grant must be made upon the  
23 recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.  
24

25 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY**  
26 **OF SALISBURY, MARYLAND,** as follows:  
27

28 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with  
29 MIEMSS, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of  
30 \$13,729.00.  
31

32 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
33 **SALISBURY, MARYLAND,** as follows:  
34

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

36 **(a)** Increase MIEMSS Revenue Account No. 10500-424401-XXXXX by \$13,729.00

37 **(b)** Increase Medical Equipment Account No. 10500-546016-XXXXX by \$13,729.00  
38

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

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

43 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,  
44 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or  
45 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the

46 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall  
47 remain and shall be deemed valid and enforceable.

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

50 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
51

52 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
53 Salisbury held on the 8 day of June, 2026 and thereafter, a statement of the substance of the Ordinance having  
54 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on  
55 the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

56  
57 **ATTEST:**  
58  
59

60 \_\_\_\_\_  
61 **Julie A. English, City Clerk**  
62

\_\_\_\_\_ **April R. Jackson, City Council President**

63  
64  
65 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
66  
67  
68

69 \_\_\_\_\_  
70 **Randolph J. Taylor, Mayor**  
71  
72