

Resolution No. 02-2017

Introduced by: The Wicomico County Urban Services Commission

A RESOLUTION TO ESTABLISH AN URBAN SERVICE DISTRICT FOR STREET LIGHTING IN THE BURNT BRANCH ACRES SUBDIVISION AREA.

WHEREAS, pursuant to Chapter 97, Section 97-4 (B), of the Wicomico County Code, property owners in the Burnt Branch Acres Subdivision have petitioned the Wicomico County Urban Services Commission to establish an urban service district to provide street lighting; and

WHEREAS, the Urban Services Commission adopted Resolution 01-2017, on January 3, 2017, authorizing the preparation of a preliminary engineering survey to determine the feasibility and probable cost of providing the Burnt Branch Acres Subdivision area with the street lighting service as requested in said petition; and

WHEREAS, complete engineering and financial reports, including the estimated assessed property valuation as fixed for County Taxation were presented to the residents of the Burnt Branch Subdivision at a public hearing held November 7, 2017; and

WHEREAS, the determination of the Urban Services Commission shall be final unless within 45 days a petition signed by the owners of 25% of the assessed valuation of land (excluding improvement thereon) lying within the proposed service district is filed with the Urban Services Commission requesting a vote; and

WHEREAS, this Resolution shall take effect on ~~December 23, 2017~~ JANUARY 6, 2018, unless a proper Petition for Referendum shall be filed prior to said date.

NOW, THEREFORE, BE IT RESOLVED, by the Wicomico County Urban Services Commission that an urban service district for street lighting in the Burnt Branch Acres Subdivision area is hereby established as described in the attached Exhibit A, AND THE LIGHTING SERVICE AGREEMENT, ATTACHED AS EXHIBIT B, IS HEREBY APPROVED AS TO FORM AND CONTENT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO.

Done at Salisbury, Maryland, this 21ST day of November, 2017.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Laura Hurley,
Council Administrator



John T. Cannon,
Council President
CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn by the County Council on November 21, 2017.

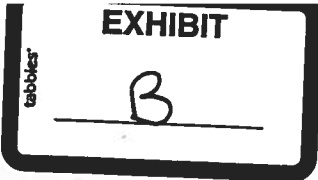
Certified by 

Laura Hurley, Council Administrator

EXHIBIT A

All those, lots, tracts, or parcels of land situate, lying and being in the Delmar Election District, located in the Burnt Branch Acres Subdivision; being bounded on the northeast by Jersey Road, on the southerly side by Bryan Brooke Estates, and on the westerly side by Parcel 159 located along Log Cabin Road. Said area includes Tax Map 29, Parcel 459, Block B, Lot Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15A, 16, 17, 18, 19, 20, 21, 22, and 23. As well as Block A, Lot Nos. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46 . A total of 54 lots in the Burnt Branch Acres Subdivision are to be included in the Urban Service District.

Lighting Option: ~~TO BE DETERMINED~~ AS PROVIDED IN THE LIGHTING SERVICE AGREEMENT ATTACHED AS EXHIBIT B.



L&P 707-033-009

AGREEMENT FOR LIGHTING SERVICE

THIS AGREEMENT made this 10 day of October, 2017_ between CHOPTANK ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), a corporation organized under the laws of Maryland and Wicomico County (hereinafter called the "Member") for lighting at Burnt Branch Subdivision

WITNESSETH:

- 1. The consumer shall become a member of the Cooperative and be bound by the provisions of incorporation and bylaws of the Cooperative and by such rules and regulations as may from time to time be adopted by the Cooperative.
- 2. The Cooperative shall construct, maintain and operate an electric lighting system (hereinafter call the "System"). Due to the changing nature in manufacturer's design of light fixtures and poles, the Cooperative cannot guarantee an exact match in color or style in the event a fixture or pole needs to be replaced in the future. Every effort will be made to match replacements as close and economically possible.
- 3. The initial number of lights, poles and fixtures to be provided by the Cooperative under this Agreement together with the technical descriptions thereof shall be as follows:

Ten 250W equilivent LED Cobrahead Fixtures mounted 30' above
grade on gray fiberglass poles.

A monthly lease rate shall be at the 250W HPS rate until the LED Tariff
is established. Location per attached plat.

<u>Qt.</u>	<u>Description</u>	<u>Charge/Mo.</u>	<u>Type</u>
	<u>COBRAHEAD</u>		
_____	100 W HPS Lamp Class B Luminaire	<u>\$15.31</u>	A1
_____	250 W HPS Standard	<u>\$21.73</u>	A2
_____	400 W HPS Standard	<u>\$25.74</u>	A3
_____	w/ 30' Wood Pole	<u>\$3.66</u>	C1
<u>10</u>	w/ 30' Fiberglass Pole Class D (Grey)	<u>\$6.15</u>	C5

ACORN

_____	100 W HPS Lamp Class C Luminaire Class A Pole (Black)	<u>\$21.30</u>	F1
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COLONIAL

_____	100 W HPS Lamp Class A Luminaire Class A Pole (Black)	<u>\$19.28</u>	F2
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Energy only for public organizations:

Roadway Lighting Number and Wattage of Fixtures N/A

4. The member shall pay the Cooperative for all services furnished hereunder at the rates of the Cooperative under Rate Schedule L-S. The monthly charge for the above described equipment shall be \$ 278.80 . The consumer agrees that the Cooperative may increase the monthly rate whenever new rates are approved by the Maryland Public Service Commission.

5. The member shall pay to the Cooperative the sum of \$ N/A as a contribution in aid of construction on account of the cost of facilities required to make service available to the member on or before commencement of construction of such facilities. No refund shall be made to the Consumer or any portion of the contribution in aid of construction.

6. The monthly charge includes energy, installation and routine maintenance of lighting fixtures and poles. Any repair costs resulting from vandalism or other malicious activity will be billed to the member.

7. Outages should be promptly reported by the member and 72 hours shall be considered a reasonable period for replacement of defective parts after notice is received by the Cooperative.

8. This Agreement shall become effective on the date first above written and shall remain effective until five (5) years following the start of the initial billing period. This Agreement will, after conclusion of the five (5) year period, continue until terminated by either party, upon 90 days notice in writing to the other party.

9. This Agreement shall be binding upon and inure to the benefits of the successors, heirs, personal representatives and assigns of the respective parties hereto.

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

ATTEST:

By: _____

ATTEST:

Choptank Electric Cooperative, Inc.

By: _____

