



## TOWN OF BLADENSBURG WORK SESSION

May 13, 2024 at 5:30 PM

4229 Edmonston RD, Bladensburg, MD 20710

### AGENDA

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Public Access Virtual via live stream of the Town's Facebook and YouTube pages:

<https://www.youtube.com/channel/UCoflhVTBeID3c9oH8GYSW0g>

<https://www.facebook.com/Bladensburgmd>

1. Call to Order – 1 min
2. Approval of Agenda – 1 min
3. Approval of Minutes
4. Presentations
  - A. Approval of Sample Agreement and Application Process for 5G small Cell Towers with Crown Castle:** *Town Staff and Town Attorney will provide an update. This agreement allows the Mayor and Town Administrator to enter into agreements with Crown Castle at certain sites throughout the Town.*
  - B. Approval of Memorandum of Understanding (MOU): Flooding Mitigation Pilot Program with Prince George County DPWT:** *Town Staff and the Prince George's County DPWT will provide an update. This MOU implements a pilot program to assist with flooding mitigation in the Town along Edmonston Channel and Quincy Run.*
  - C. FY 2025 Budget Update:** *The Town Treasurer will update the Council on the draft Budget for FY 2025.*
  - D. Updates on Bostick House and Technical Assistance Panel (Information Only):** *Staff will provide an update on the Technical Assistance Panel report and action items at Bostwick House*
  - E. America in Bloom – Overview (Information Only):** *Staff will provide an update on the program and team coming to Town in June 2024.*

**5. New Business**

**A. Resolution 11-2024:** *A Resolution of the Town of Bladensburg Celebrating National Police Week, May 12 - 18, 2024, and Expressing Gratitude to the Bladensburg Police Department.*

**B. Resolution 12-2024:** *A Resolution of the Town of Bladensburg Recognizing Public Works Week, May 19 - 25, 2024*

**6. Adjournment**



# Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Michelle Bailey Hedgepeth, Town Administrator
<b>Item Title: Crown Castle</b>	
<b>Approval of Sample Agreement and Application Process 5G small Cell Towers with Crown Castle:</b>	
<b>Work Session Item [X ]</b> <b>Council Meeting Item [X]</b>	<b>Documentation Attached:</b> Sample Agreement Application Presentation Crown Castle
<b>Recommended Action:</b>	
Staff recommends the approval of this Agreement and Application.	
<b>Item Summary:</b> Key Points of Agreement: <ol style="list-style-type: none"> <li>1. <b>Effective Term:</b> The Agreement shall become effective upon the approval of the Town and, unless terminated earlier, shall continue for an initial term of five years. The Grantee has the option to extend the term for an additional five years by providing notice to the Town at least six months prior to the expiration of the initial term.</li> <li>2. <b>Termination:</b> Either party may terminate the Agreement at the end of the initial term or a renewal term by providing written notice of intent to terminate at least one hundred twenty calendar days prior to the end of the then-current term. Additionally, the Town may terminate the Agreement upon six months of written notice to the Grantee if it is in its best interest to authorize Prince George’s County to administer certain activities related to Small Wireless Facilities.</li> <li>3. <b>Scope of License Agreement:</b> The Grantee is granted rights to install, operate, maintain, and remove Equipment in the Public Way, subject to applicable laws, Town rights, and property ownership rights. The grantee's work must be performed at its sole cost and expense and is subject to the Town's prior review and approval.</li> <li>4. <b>Attachment to Municipal Facilities:</b> The grantee is authorized to attach Equipment to Municipal Facilities for the purpose of operating the Network and providing services. Where suitable, Municipal Facilities are preferred over third-party-owned property.</li> <li>5. <b>Use of Town Conduit:</b> Subject to a separate agreement, the grantee may use an existing Town-owned Conduit for fiber optic cable deployment. If no agreement is reached or no available Conduit exists, the Grantee may construct an additional Conduit in coordination with the Town.</li> <li>6. <b>Permit Issuance Conditions:</b> The Town will issue permits to the Grantee only when certain conditions are met, including compliance with all requirements outlined in the Agreement and applicable standards and laws.</li> <li>7. <b>Reserved Capacity:</b> The Town reserves the right to claim Reserved Capacity on Municipal Facilities for future use. Grantee may be required to remove or relocate its Attachment(s) or pay for Make-Ready Work to accommodate Town needs.</li> <li>8. <b>Town Rights Over Town-owned Poles:</b> The Agreement does not limit the Town's right to locate, operate, maintain, or remove Town-owned Poles in accordance with its service and legal requirements.</li> <li>9. <b>Other Agreements:</b> The Agreement does not restrict the Town from fulfilling agreements regarding Town-owned Poles with others, provided such agreements do not interfere with the rights granted to the Grantee under this Agreement.</li> </ol>	
<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> <b>One-Time Cost:</b> Yes - <b>Ongoing Cost:</b> NA	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [ ] No [ ]	<b>Approved Date:</b>

# Preparing communities for the future

May  
2023

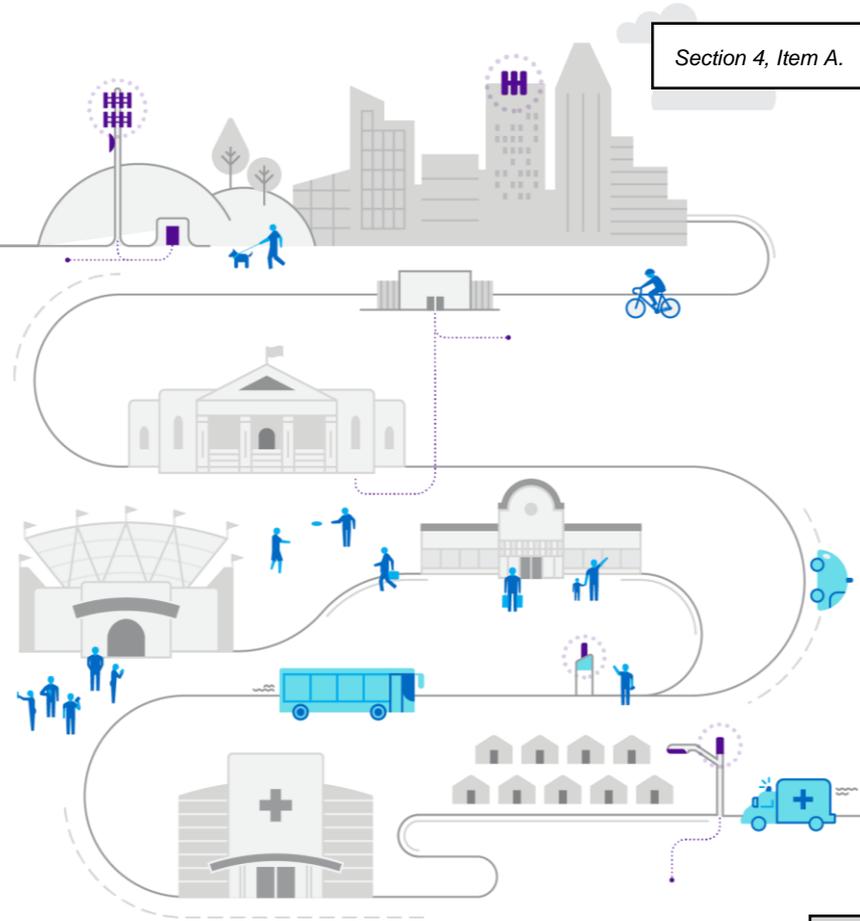
The information contained herein contains trade secrets, is confidential and proprietary, and is not subject to disclosure pursuant to Md. Code, GP § 4-335.

The pathway to possib

# Our role in your world.

**Connecting people, businesses  
and communities.**

We own and operate the nation's most comprehensive portfolio of communications infrastructure. It all works together to meet unprecedented demand—connecting everything and everyone, erasing life's conventional boundaries.



# We're invested in Prince George's County.

105

towers/macro sites

190

small cell nodes on air

75

fiber miles

10

resident employees

40

buildings connected by our fiber

more than 96%<sup>1</sup>

estimated population coverage of 893,426<sup>2</sup>

Our nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service—bringing information, ideas and innovations to the people and businesses that need them.

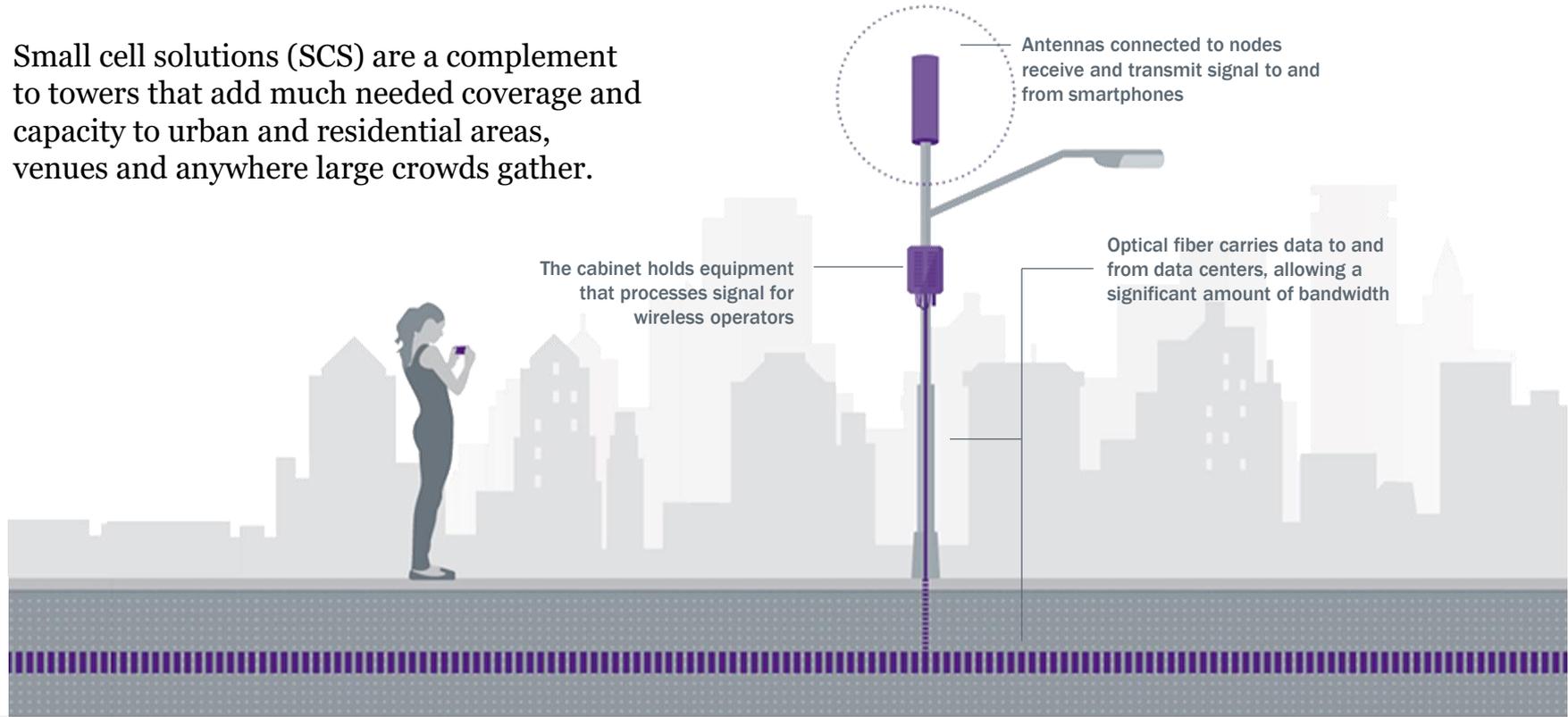
- > 40,000+ towers
- > -120,000 nodes on air or under contract
- > -85,000 route miles of fiber
- > More than 25 years of experience owning and operating network assets
- > -50 offices
- > 4,000+ employees
- > S&P 500 company listed on the NYSE

<sup>1</sup>Estimated using 700MHz contours <sup>2</sup>United States Census Bureau  
Data represents quarterly approximations and is subject to change.

To support growing demand, it's estimated we'll need 800,000 small cells nationwide by 2026<sup>1</sup>—each supported by fiber.

# What are small cell solutions?

Small cell solutions (SCS) are a complement to towers that add much needed coverage and capacity to urban and residential areas, venues and anywhere large crowds gather.



# Benefits of connectivity.

## Economic Impact

In MD's 4<sup>th</sup> congressional district, 5G will generate \$3 billion+ in GDP growth, and create ≈10,000 jobs in the next 10 years.

## Digital Divide

Mobile connectivity is critical for families who rely on their smartphones to get online and 5G opens new use cases for home service.

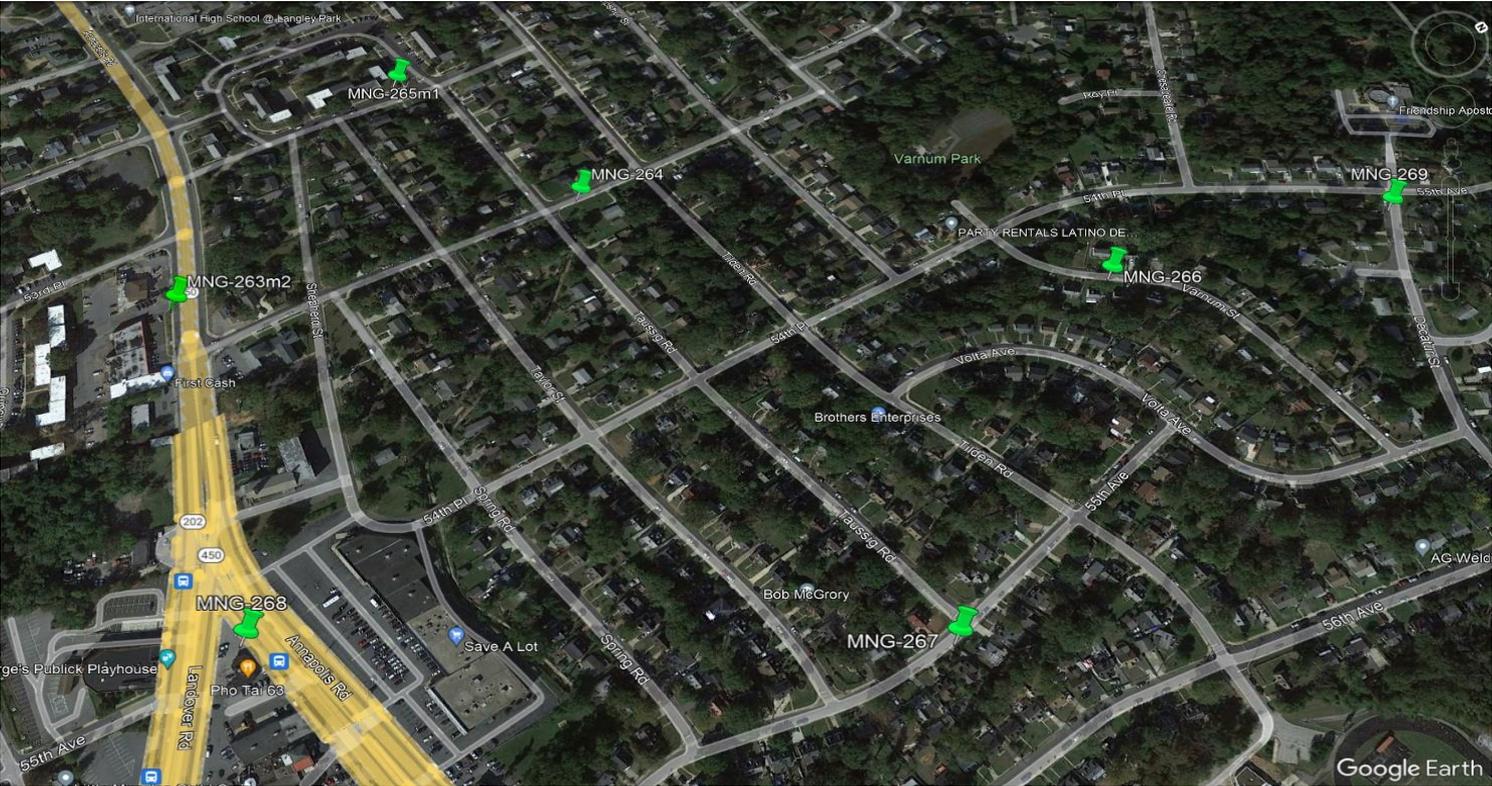
## Healthcare

Greater connectivity expands innovation and telehealth promotes equity by reaching patients where they are.

## Safety

80% of 911 calls are made on a cell phone.  
5G will put lifesaving technologies at first responders' fingertips.

# 7 Proposed sites in Bladensburg



# Prince George's County small cell process

## Meets FCC standards:

- Emissions
- Size
- Radiofrequency

## Meets Prince George's standards:

- Inspection
- Location
- Height
- Appearance
- Attachment preference
- Historic specifications

# Application process

## 1. Required notices

- At least thirty (30) calendar days prior to the acceptance by the Tower Committee of an Application for a new facility, every applicant shall send an informational mailing to:
  - a) all adjoining property owners
  - b) every municipality located within one mile of the new facility
  - c) the County Council member of the District where the new facility is proposed
  - d) All at-large Council members
  - e) All civic associations within one mile of the new facility
- Recipients may request a briefing

## 2. Submit to Tower Committee

## 3. Tower Committee reviews

## 4. Tower Committee provides recommendation or approval

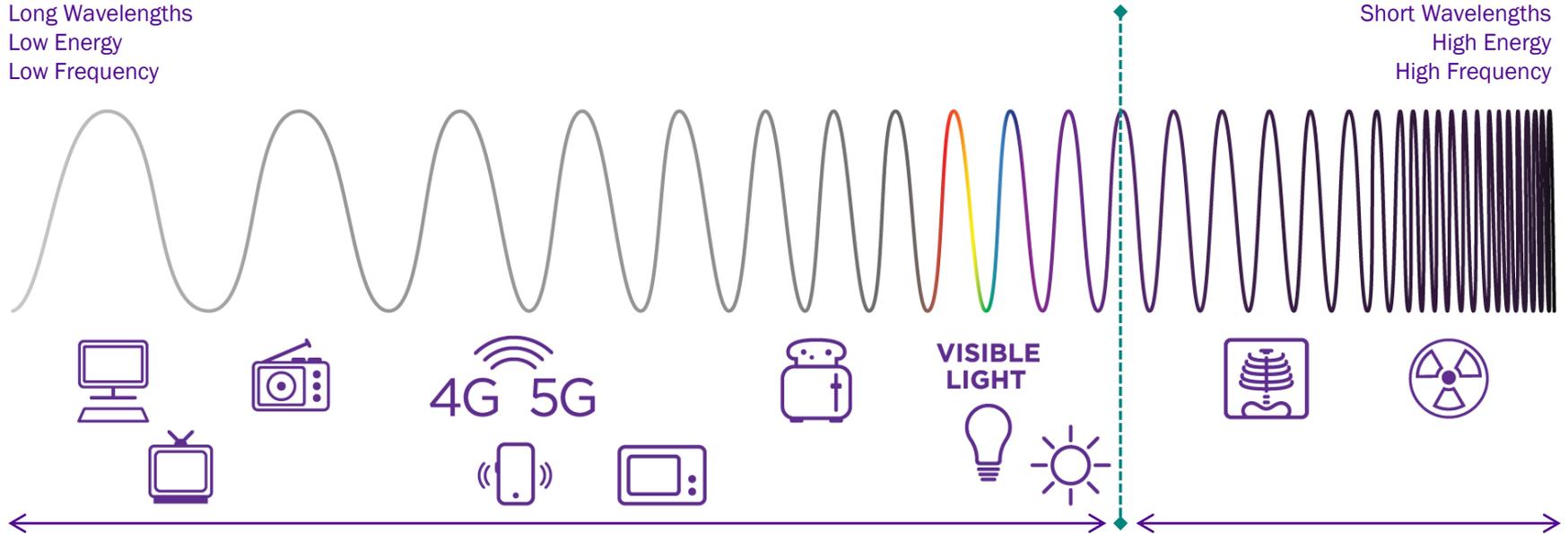
## 5. Once approved, goes to DPIE or independent jurisdiction

# Where 5G fits on the electromagnetic spectrum

Section 4, Item A.

Long Wavelengths  
Low Energy  
Low Frequency

Short Wavelengths  
High Energy  
High Frequency



## NON-IONIZING SPECTRUM

These wavelengths do not have enough energy to break DNA bonds and are considered safe.

5G, like 4G, is well within the non-ionizing zone.

## IONIZING SPECTRUM

These wavelengths have more energy and can damage cells. You should limit your exposure.

# Thank you

For further information please contact:

[PGCpermitting@crowncastle.com](mailto:PGCpermitting@crowncastle.com)

Or visit <https://www.crowncastle.com/communities/prince-george-county-md>



**We're preparing  
your community  
for the future of  
wireless technology.**

## Who are we?

Crown Castle is the nation’s largest provider of shared communications infrastructure—including small cells, fiber optic networks, rooftop antennas, and cell towers. We’ve worked in thousands of municipalities nationwide to give communities access to essential data, technology, and wireless service—opening the door to countless opportunities and possibilities.

## What are we doing in your community?

We’re installing a new small cell network that will make your wireless service faster, more dependable, and ready for exciting new wireless technologies, like 5G. A small cell network consists of several, small, low-powered antennas that are often attached to new and existing infrastructure such as streetlights, signposts, and utility poles.

**The pathway to possible.**

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

## Why do we need this infrastructure?

Wireless service has become a necessity in our communities. We rely on it for work, entertainment, staying connected to friends and family, and vital emergency services, like 911. Small cells ensure your community will be ready for the future and that you can stay connected to what matters most.

CC-CFC-NewConC-1019

## Who can I reach out to with questions?

For more information, visit our website at [CrownCastle.com/communities](http://CrownCastle.com/communities) or contact (833) 773-8299



**TOWN OF BLADENSBURG**  
**APPLICATION FORM INSTRUCTIONS FOR WIRELESS PERMIT:**  
**FACILITIES IN PUBLIC RIGHT-OF-WAY**

In addition to obtaining and maintaining any other permit or franchise required for placement and operation of the proposed facility in the rights-of-way, Chapter 103, "Streets and Sidewalks" of the Town Code (the "Code") requires a wireless permit prior to the construction or modification or repair of most wireless telecommunications facilities ("WF"). Entities that are required by the Code to obtain a wireless permit must apply for one using the attached form, which must be complete when submitted. Failure to submit a complete form may result in the application being declared incomplete, or rejected. The form must be submitted in hard copy, and in an electronic format that can be posted to the Town's website. The electronic copy must be of a quality so that all information is eligible, and in a standard format readable without specialized software (e.g., .pdf). The application will be available for public review and comment, except for those portions of the application that are exempt from public disclosure, pursuant to Maryland Public Information Act and clearly marked as proprietary and confidential.

Each application may be for up to ten (10) wireless telecommunications facilities, provided that the facilities are of similar design and intended to be placed in a similar manner as part of a single project. To avoid duplication, applicant may cross-reference information from one application to another if the applications are submitted at the same time.

When you are requested to provide the dimensions of a WF (or a supporting structure to which it will be attached), the dimensions should include all elements of a WF. For example, if the diameter of a supporting structure will change, that diameter should be identified. If the diameter will not change, but conduit will be added to or next to the supporting structure, it should be clear how far the conduit will extend from the structure, and whether it is flush-mounted or not.

If your response to a question includes attachments, label the attachments as exhibits that reference the Part and Question numbers. For example, for information requested in Part A, Question 5(a), label the documents: Exhibit A(5)(a).

It is up to the applicant to determine what other authorizations and permits are required in addition to the wireless permit. The Town is happy to meet with potential applicant to discuss the Town's permitting requirements, and to review designs prior to submission of an application. An appointment can be scheduled by contacting Kyle Snyder, Town Manager, 301-474-5000, [ksnyder@berwynheightsmd.gov](mailto:ksnyder@berwynheightsmd.gov).

Prior to issuance of the permit(s), Applicant agrees to pay the applicable fees and charges, including costs incurred for outside consultants, in the amounts required in the Table of Fees and Costs issued by the Town.

# TOWN OF BLADENSBURG APPLICATION FORM FOR WIRELESS PERMIT: FACILITIES IN PUBLIC RIGHT-OF-WAY

## PART A: BASIC INFORMATION (ALL APPLICANTS)

### 1. Type of Application

Please check the applicable box(es) and provide the information required below as an attachment to this Application, along with a written explanation identifying the facts relied upon to support the claimed treatment. Please note that the reference to the FCC shot clocks does not bind the Town to those clocks, but is included as a matter of convenience and is designed to reference the rules that were effective at the time this application was prepared. Town will only be bound to comply with the shot clocks to the extent required by law. References to CFR provisions refer to those provisions or their successor provisions.

a) **Check all that apply:**

- This is a request for a “neutral host” support structure. [that is, the facility is designed to be used by more than one provider of personal wireless facilities.] A neutral host support structure must not be constructed speculatively and must be operational within 12 months of issuance of a permit.
- Applicant will own and control a new support structure and all parts of the WF.
- Applicant will own and control all parts of the WF, other than a support structure owned by a third party. (if a portion of the facility will be owned by a third party, is subject to an IRU, or will be operated or maintained by a third party, do not check this box).

b) **Check one. This application is:**

- Eligible Facilities Requests. Applicant asserts that the application qualifies as an “eligible facilities request” (EFR) (as defined in 47 CFR § 1.6100(b)(3), or any successor provision). Applicant shall submit the information required in the Application Requirements Part A, Part B. and Part C.1. ***The applicable FCC shot clock is sixty (60) days.***
- Small Wireless Facility (Existing Support Structure). Applicant asserts that the application is being submitted for approval of a Collocation, subject to on-site considerations such as conflicting utilities.
- Small Wireless Facility (New Support Structure). Applicant asserts that the application is being submitted for approval to deploy a Small Wireless Facility involving placement of a new support structure.

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Notes may be used to identify issues with application in more detail, or to mark a particular requirement “NA” “Complete” means information was provided, and it is not an affirmation that the Town has determined it is accurate.

Complete  
 Incomplete  
Note: Multiple boxes may be checked.

Complete  
 Incomplete  
Note: only one box should be checked

Replacements of existing support structures are considered existing structures if placed within five (5) feet of the original support structure and if not presenting new attachment or placement issues (not including attachments for power, fiber and small wireless). Applicant shall submit the information required in Part A, Part B and the Application Requirements Part C.2 and if applicable, C.4. **The applicable FCC shot clock is ninety (90) days.**

- Permit Renewal.** Applicant asserts that the application is being submitted for a renewal of an existing small wireless facility permit. If you checked this box, please submit a copy of the original permit, any prior renewals or extensions thereof, and the information required in the Application Requirements Section Part C.3 below, and Section C.4 if applicable.

**2. Contact Information**

- a) Applicant shall notify Town of any changes to the information submitted within fifteen (15) calendar days following any such change.

- i) Identity of applicant:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- ii) Identity of the person or persons that will respond to questions regarding this application. If a facility is a "neutral host" facility, a name must be provided of a person or persons who can attest to the answer to questions regarding the facilities and their operation.  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- iii) Identity of the any person who will own, control, operate or maintain any part of the proposed WF, other than a support structure owned by a third party.  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

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Complete  
 Incomplete

**NOTES**

Complete  
 Incomplete  
 [Note: Must be more than one contact for neutral host]

Complete  
 Incomplete  
 [Note: Must be more than one name if 3rd box in 1.a is checked]

Identity of the owner of any part of the structure on which the proposed WF would be installed.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

iv) Identity of a contact person available to respond 24x7 to emergencies, or requests to shut down facilities.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**3. Purpose of Wireless Telecommunications Facility/Overview of Project**

a) Please provide a brief description of the project for which the permit is sought.

b) Attach a map showing the location of the proposed WF (the electronic version should link to a map that can be opened in Google Earth, or a similar, generally available program).

c) Applicant will provide a copy of an annual network plan and such additional information as needed for proposed installations that are not included on the annual report when the application is received.

d) Facility is not to be constructed speculatively and will be operational within 12 months of issuance of a permit.  
 No.  
 Yes

e) Are you seeking a waiver of any provision of the Town Code applicable to wireless facilities?  
 No.  
 Yes

If yes, at the same time you submit this application you must submit a request for waiver, justifying the waiver to the Town in accordance with the Town Code. A copy of the waiver request and explanation must be attached to this application.

**4. Application Fees**

Applicant shall pay all applicable fees in the amounts established by the current fee schedule. In the event applicant has pre-paid all or a portion of applicable fees, please include a copy of the receipt from that transaction.

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Complete  
 Incomplete  
NOTES

Complete  
 Incomplete

Complete  
 Incomplete  
NOTES

Complete  
 Incomplete  
NOTES

**5. Licenses, Authorizations and Licenses**

To have a complete application, the applicant must have: (a) authorization to use the public rights-of-way; (b) licenses to provide proposed services; and (c) authorization to use the proposed support structure.

a) Does applicant have an existing license agreement or other authorization from the Town to use the public right of way to place wireless facilities in the public rights-of-way?  
 No.  
If no, the application will be considered incomplete unless applicant requests that authorization from Town (see Part B).  
 Yes.  
If yes, and no License Agreement is on file, explain source of applicant's right to use the public rights-of-way and submit related documentation.

b) Has applicant (or other person identified in this application) obtained all applicable licenses or other authorizations to provide the services proposed in connection with the application, whether required by the Federal Communications Commission, Maryland Public Utilities Commission, or any other agency with authority over the proposed services.  
 No.  
 Yes.  
If yes, submit related documentation such as FCC licenses or authorizations, a certificate of public convenience and necessity or a wireless identification registration (WIR) from the Maryland Public Utilities Commission.

c) Is proposed wireless facility to be attached to a support structure owned or controlled by a third party (not the owner of the proposed small wireless facility)?  
 No.  
 Yes.

d) Do you have an agreement with that person to use the facility?  
 No.  
If no, the application will be considered incomplete.  
 Yes.  
If yes, provide a copy of the authorization or license to use the structure.

**6. RF:** Please provide a certification by a qualified RF engineer that the facility complies with applicable FCC RF standards upon installation. Any steps that should be taken to prevent unsafe exposures should be identified. Upon installation, applicant shall provide a certification that equipment is operating within all applicable FCC RF standards, based upon third party testing.

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Complete  
 Incomplete  
Note: One box must be checked and additional information may be required)

Complete  
 Incomplete  
Note: Once box must be checked and additional information may be required

Complete  
 Incomplete  
Note: If answer to (c) is no, skip (d)

Application is Complete  
 Application is Incomplete  
[Note: If answer to (c) was yes, application is only complete if "yes" is checked and additional information provided]

Complete  
 Incomplete  
**NOTES**

The testing should be performed consistent with accepted industry practices. The equipment and emissions levels should be identified. The study should clearly identify any area, in any plane, where the occupational or general public exposures limits would be exceeded.

**PART B: ADDITIONAL PERMITS**

1. Based on the work proposed in connection with this project, identify any and all additional permits, approvals, or agreements (“Ancillary Permissions”) that will be required for any work within the boundaries of the Town in order to deploy the WFs which you contend must be issued (absent agreement or exceptional circumstances) no later than by the same time the Town must take action on the wireless application. It is your responsibility to review Code and policies and other state or FCC regulations applicable to the deployment of the WF within the Town and identify every Ancillary Permission that will be sought in conjunction with that deployment. The failure to conduct the investigation and to accurately identify all Ancillary Permissions may be grounds for denying the application or for declaring it incomplete. For example, if the WF would be placed on a structure where historical review would be required at the state, federal or local level, the applications required for that review must be identified.

2. With respect to Ancillary Permissions please check one of the following:  
 I have not applied for, or obtained any Ancillary Permissions.  
 I have applied for or obtained Ancillary Permissions.  
If you have already sought or obtained Ancillary Permissions, please identify the entity from whom you have sought/obtained approval, and provide a copy of the final permit, or the identifying code if the application is still pending.

3. If you have not already applied for every permit or authorization, or initiated every review required in connection with the deployment of the facility, please indicate by checkmark whether you agree with the following:  
 I agree that any permit, authorization or review for which I have not identified and applied need not be issued by the time the Town is required to act on this application, and any time limits for action on such permit, authorization or review will not commence until I file complete applications for the same.

*If you do not check the box in response to item 3 this application will be incomplete unless you have filed complete applications for all permits, authorizations or reviews that may be required prior to deployment. This requirement is inserted strictly to ensure compliance with federal standards for action on permits and authorizations and reviews required in connection with an application. The Town recognizes that as normal practice the same may be applied for after placement review is completed, and the Town does not intend to require departure from that practice as long as review can be conducted consistent with FCC regulations.*

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Complete  
 Incomplete  
NOTES

Complete  
 Incomplete  
NOTES

Complete  
 Incomplete  
Note: list need not be provided if box for item 3 is checked, and item 2 is completed.

**PART C: DETAILED APPLICATION REQUIREMENTS (RESPOND TO RELEVANT SECTIONS)**

**1. ELIGIBLE FACILITIES REQUESTS: *For an application asserted to be an eligible facilities request*, the application must provide the following information:**

- a) Identify the existing facility that will be modified; the existing WF that is installed on that facility; and provide a complete copy of the documents authorizing placement of the existing facility that is to be modified, including the original and any modifications to the authorizations. In order to identify a facility, you must provide its GPS coordinates; the cross-streets and relative location of the facility in connection to the cross-streets; and the pole number or identifier, if any.
- b) A description of all changes made to the existing facility that is to be modified (whether or not approved) including a description of the changes in height from January 22, 2012.
- c) Provide proof that applicant is authorized to modify the existing facility, and provide any lease for use of the existing facility. Such submissions need not disclose financial terms.
- d) If not clearly shown as part of the lease, or other authorization for the existing facility, identify and provide proof of the boundaries defining the site where the existing facility is placed.
- e) Will the existing supporting structure be replaced as part of the work proposed?  
 Yes  
 No
- f) Provide a detailed description of the existing wireless facility, including the physical dimensions of all each element of the existing facility; and describe all the modifications that will be made to the wireless facility, including but not limited to the modifications that will be made to the existing support structure (increases in height, additional guying or other strengthening), and identify the dimensions and all elements of the wireless facility after work proposed is completed.
- g) In addition to Item f, identify what equipment, if any, will be added to the existing facility, and what will be removed, and the locations of equipment after work proposed is completed.
- h) In addition to item f, identify what ground cabinets, if any, will be added. If none, say so.

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<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	Note: if yes is checked, this is not an eligible facilities request and the EFR should be denied in writing.
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	NOTES

- i) In addition to item f, identify what excavation or ground disturbance will be required, if any, and clearly identify where the excavation will occur. If the work will affect any other structure, or vegetation, that effect must be clearly identified. If no excavation or ground disturbance, say so.
- j) Provide photographs showing the site proposed before the proposed installation, and photographic mock-ups and scale drawings showing the site after installation (multiple photographs should be submitted as required to show the all Facilities that will be visible at the site from all angles).
- k) Provide site plans detailing proposed improvements<sup>1</sup> Drawings must depict improvements related to the applicable requirements including property boundaries, setbacks, topography, elevation sketch, and dimensions and other elements of proposed.
- l) Provide a report signed by a qualified Maryland licensed professional engineer:
  - (1) Certifying that the structure to which the WF is to be attached will be able to support the WF as proposed; and
  - (2) Specifying any specific steps that should be taken to either ensure that the WF and its supporting structure are in compliance with applicable codes (e.g., additional foundational work required, requirements for placement of equipment); and
  - (3) Providing a list of the safety standards examined, along with a description of the methodology and assumptions used making the certification.

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Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 NOTES

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<sup>1</sup> Site plans should be at a scale of 1"=20' or larger so that all information is legible, and should include and should include a series of sheets before and after showing:

- (1) Overhead view of the existing and proposed WF location of lot lines, streets (with street names), easements, and all structures and improvements, including accessory equipment, underground utilities and support structures, existing and proposed and identifying all pertinent elements of the site, including slopes, contours, and trees. Detail should be provided to show relation of existing and proposed WF to easements, streets sidewalks, ramps and signage so that Town may determine whether structure will interfere with other uses, or present hazards.
- (2) Elevation drawing of the existing and proposed facility with dimensions and locations of all elements of the WF shown, and identifying all pertinent elements of the site, including slopes, contours, and trees. Detail should be provided to show relation of existing and proposed WF to streets sidewalks, ramps and signage. Detail should be provided to show relation of existing and proposed WF to streets sidewalks, ramps and signage so that Town may determine whether structure will interfere with other uses, or present hazards.
- (3) Diagrams of all equipment that will be installed as part of the project, including make, model, weight and physical dimensions, and any equipment that will be removed.
- (4) If landscaping is involved, separate sheets showing landscaping before and after and providing details as to what sort of vegetation/barriers will be installed, removed or replaced, and showing land contours.
- (5) Title block with applicant's name, owner's name, and contact information; and for overhead and elevations, scales and compass markings.



- (4) If an existing support structure will be replaced, provide a detailed description of the differences in the physical dimensions between the existing and replacement structure (including both visible and below-ground elements), and explain why any differences in any physical dimension are required.
  - (5) If an existing support structure will be utilized to collocate, provide measurements showing the dimensions of the existing support structure prior to and after the proposed work.
  - (6) If an existing support structure will be utilized, provide measurements showing the dimensions of the existing/replacement support structure after installation of the WF.
  - (7) Provide measurements showing the dimensions and location of all elements of the proposed WF, other than the dimensions provided in response to question (a)(4)-(6); and the dimensions and locations of any WF that will be on or at the same location as the support structure after the proposed construction is completed. If no other WFs will be installed, say so.
  - (8) Unless the support structure is a replacement structure, a description of all changes made to the support structure that is to be used for the attachment, and all work that will be required to install the proposed WF (excavation, strengthening, addition of guy wires and so on).
  - (9) For replacement structures, provide a plan and timetable for removal of the existing support structure.
  - (10) A copy of all approvals and/or permits for the existing support structure that is to be used, or replaced.
  - (11) A showing that the replacement or existing structure and WF associated with the same, will be in compliance with existing conditions, whether or not it is in compliance with conditions as of the date of application. There must be a plan submitted for correction of any non-compliant condition.
- b) For WFs that involve placement of a new support structure,
- (1) Identify the location of the proposed facility. In order to identify the location, you must provide its GPS coordinates; the cross-streets and relative location of the facility in connection to the cross-streets.

FOR TOWN USE

Complete  
 Incomplete  
Note that if there is a response to 4, 5-6 will be skipped

Complete  
 Incomplete  
NOTES

Complete  
 Incomplete  
Note no answer required to b unless it is for a new supporting structure

FOR TOWN

Complete  
 Incomplete  
NOTES

Complete  
 Incomplete

Complete  
 Incomplete  
NOTES

(2) Identify the zoning classifications that apply on either side of the ROW where the WF will be installed, and any other special district that may overlay the zones.

(3) Provide measurements showing the dimensions and location of all elements of the proposed WF, including the supporting structure. This should include both the visible and underground elements of the proposed supporting structure (e.g., the size and depth of any required foundation).

(4) Are there aboveground utility poles within the ROW and within 1000 feet on the same side of the street where you proposed to place a new structure?  
 Yes  
 No

If yes, describe the height and diameter of those poles, and identify the distance to the poles within 1000 feet

(5) Are there aboveground utility poles within the ROW and within 1000 feet on the opposite side of the street where you propose to place a new structure?  
 Yes  
 No

If yes, describe the height and diameter of those poles, and identify the distance to the poles within 1000 feet.

(6) Are there any above-ground vertical support structures within the ROW which can support a WF within 1000 feet of the proposed structure?  
 Yes  
 No

If yes, describe those structures, and identify the distance to them from the proposed site.

(7) Explain why the support structures identified in items (b)(4)-(6) for the proposed WF are not available for collocation of the proposed WF and efforts made to use existing support structures. Describe any alternative locations considered for proposed new pole location. The response should include detail that will permit the Town to determine whether installation of a new structure is permitted.

c) To the extent not provided in response to subsections (a) or (b), provide a detailed description of the proposed WF, including the physical dimensions of all each element of the existing facility; and describe all the modifications that will be made to any existing WF, including but not limited to the modifications that will be made to the existing support structure (increases in height, additional guying or other strengthening), and identify the

dimensions and all elements of the wireless facility after work proposed is completed. If already provided, you may cross-reference the relevant portion of your answer

- d) In addition to Item c, identify what equipment, will be installed as part of the WF, and what will be removed (if anything), and the locations of equipment after work proposed is completed.
- e) In addition to item c, identify what ground cabinets, if any, will be added. State whether there are ground cabinets in the right of way within 1000 feet of the proposed installation, and identify their sizes. If none, say so.
- f) In addition to item c, identify what excavation or ground disturbance will be required, if any, and clearly identify where the excavation or ground disturbance will occur. If the work will affect any other structure, or vegetation, that effect must be clearly identified. If none, say so.
- g) In addition to item c, a description of the site and any deployment outside the site necessary to complete the proposed project.
- h) Provide photographs showing the site proposed before the proposed installation, and photographic mock-ups showing the site after installation (multiple photographs should be submitted as required to show the all Facilities that will be visible at the site), and to provide a clear indication of the impact on adjoining properties and the corridor in which the WF will be placed. The photosimulations should include any landscaping that will be performed in connection with the project.
- i) Provide site plans detailing the proposed WF consistent with the requirements of n.1, above.
- j) Provide a report signed by a qualified Maryland licensed professional engineer:
  - (1) Certifying that the structure to which the WF is to be attached will be able to support the WF as proposed; and
  - (2) Specifying any specific steps that should be taken to either ensure that the WF and its supporting structure are in compliance with applicable codes (e.g., foundational work required, requirements for placement of equipment); and  
Providing a list of the safety standards examined, along with a description of the methodology and assumptions used making the certification.
- k) A written description of the concealment measures applicant proposes to use to aesthetically blend the facility to the immediate surroundings and to minimize its visual impact. This should include, but not be limited to, a description of proposed concealment techniques, sizing and placement of elements of the WF (including undergrounding proposed), measures

FOR TOWN USE

Complete  
 Incomplete  
NOTES

proposed to limit visibility of the WF from residential dwelling units, and the textures and colors to be used in the concealment process. If none, say so.

- l) If the proposed facility is in an historic district, provide the information required by §§103-27 and 28 of the Town Code.
- m) If any landscaped ground will be disturbed, or landscaping is proposed as a concealment element, provide a landscape plan for the site, at a scale of 1/8"=1' or larger and including the following. If no landscaping is proposed, say so:
  - (1) Existing trees with trunk diameter over six inches (6") at four feet (4') above grade and/or fifteen feet (15') in overall height within fifty feet (50') of the proposed WF;
  - (2) Species, diameter and condition of all such trees;
  - (3) Final disposition of all existing trees; and
  - (4) Species, location and sizes of trees and other vegetation proposed to be installed in conjunction with the wireless communication facility.
- n) Provide certification of compliance with the Town's Noise Ordinance 153 and describe any equipment that may not comply by providing, among other relevant information, a description of the facilities and/or equipment within the applicant's project that are expected to induce or generate noise, as well as anticipated noise levels of said facilities and/or equipment at maximum output. For facilities that generate noise, please provide testing data for noise in accordance with the Town Code.
- o) Justification for WF
  - (1) Review the standards set forth in the Town Code, and for each standard in §103-27, explain why you believe the proposed facility satisfies the standards. If you do not believe it satisfies a standard, so state. You may cross-reference prior answers.
  - 2) Please explain why it is not proposing similar undergrounding for fiber and power cables, to the extent any undergrounding requirements are not being met for proposed location here.
- p) Applicant certifies that, before commencing, during performance of and upon completion of, the work proposed, the permitted wireless facility will comply with all applicable laws, regulation, practices or other requirements under federal, state or local law, including but not limited to, building and electrical codes, and all required permits, authorizations will be received, and reviews completed.
  - Yes
  - No

FOR TOWN USE

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 NOTES

Complete  
 Incomplete  
 Note: a "no" may make the application subject to denial.

### 3. RENEWAL OF PERMIT

If applicant proposes to renew a permit, it may provide the information required by this section if no modifications are proposed to the facility that is the subject of the permit. Fees will apply to renew.

- a) Identify the permit that is to be renewed.
- b) Provide a copy of approvals related to the WF, including any approved modifications.
- c) Provide photographs of the WF in place. Provide photos from multiple angles, so that all elements of the WF are shown.
- d) If not previously submitted, provide drawings of the WF, and identify all equipment (whether part of the WF or not) located on the support structure on which the WF is located. The drawings should show dimensions of all elements of the WF, and without limitation include the dimensions of the supporting structure
- e) Demonstrate that there is a continuing need for the facility, and that its visual impact may not be reduced by providing the information required under subsection 2(o).

### 4. CHANGES IN LEGAL STANDARDS

Any permit issued pursuant to this section will be subject to a contingency that, if any federal legal standard pursuant to which an application was granted changes or is invalidated, the permit will be terminate unless applicant shows that the proposed facility must be approved under applicable law.

#### FOR TOWN USE

Complete  
 Incomplete  
 NOTES

**PART D: CERTIFICATION (ALL APPLICANTS)**

I (we) hereby certify that (1) after diligent investigation, the information provided pursuant to this Application Form is true, accurate, and complete to the best of my (our) knowledge and belief; and (2) upon completion of the work proposed, the permitted personal wireless services facility will comply with all applicable laws, regulation, practices or other requirements under federal, state, or local law, including, but not limited to, building and electrical codes, the FCC’s radio frequency emissions standards, and the requirements of the Americans with Disabilities Act.

\_\_\_\_\_  
Applicant’s Signature Date

\_\_\_\_\_  
Applicant’s Printed Name

[end of document]

**RIGHT-OF-WAY LICENSE AGREEMENT**

THIS RIGHT-OF-WAY LICENSE AGREEMENT (this “License Agreement” or “Agreement”) is dated as of \_\_\_\_\_, 2024, (the “Effective Date”), and entered into by and between the TOWN OF BLADENSBURG, a Maryland municipal corporation (the “Town”), and CROWN CASTLE FIBER LLC, a New York limited liability company (“Grantee”).

**RECITALS**

- A. Grantee owns, constructs, operates, maintains, and/or controls, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and the Maryland Public Service Commission, a telecommunications Network or Networks (as defined below) utilizing wireless Equipment (as defined below) certified by the FCC.
- B. For purpose of operating the Network, Grantee wishes to locate, place, attach, install, operate, control, and maintain, upgrade and enhance Equipment in the Public Way (as defined below) on facilities owned by third parties authorized to use the Public Way, and/or the Town.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

**1. DEFINITIONS.** The following definitions shall apply generally to the provisions of this License Agreement:

1.1 Affiliate: when used in relation to Grantee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

1.2 Annual Facility Fee: means the fee defined in Section 4.1 hereof.

1.3 Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around Poles and other Municipal Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), the regulations of the FCC and the Occupational Safety and Health Administration (“OSHA”); and provisions of the Town’s building and zoning codes, each of which is incorporated by reference in this Agreement; and other reasonable safety and engineering requirements of the Town or other federal, State, authority with jurisdiction over Poles or Town Facilities.

1.4 Attaching Entity: means any public or private entity, including Grantee that, pursuant to a license agreement with the Town, places an Attachment on a Pole or otherwise in Town rights-of-way.

1.5 Attachment(s): means Communications Facilities that are placed directly on Poles, including radios, antenna, and associated cables and hardware, as those Attachments are described in Appendix

A or, if not appearing in Appendix A, then as approved in writing by the Town Engineer and filed with the Department of Public Works prior to their placement.

1.6 Authorizations: means the applicable permissions Grantee must obtain to deploy or operate the Network and/or provide Services, which may include License Agreements; licenses, permits, zoning approvals, variances, and exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to Poles, ducts, conduits, manholes, and the like; and any other applicable approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any applicable requirement by a governmental authority for the engagement in a business or enterprise.

1.7 Capacity: means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space and loading considerations.

1.8 Carrier Customer: means a wireless communications carrier that is a customer of Grantee and that has authorized Grantee to install and maintain its facilities in the Public Way.

1.9 Collocation: means the mounting of Equipment on a pre-existing Pole or other support structure.

1.10 Communications Facilities: means all property of Grantee and/or its Carrier Customers, including Equipment, fiber optic cable, and any New Poles enabling the provision of Communications Service utilizing Grantee's Network in the Town.

1.11 Communication Services: means wireless and wireline access, transmission, and transport of commercial mobile radio services and private mobile services, as those terms are defined in 47 U.S.C. § 332, that are provided by Grantee or its Affiliates using the Network pursuant to, and authorized by, federal or state law.

1.12 Conduit: means enclosed underground raceways capable of protecting fiber optic and other communications and electrical cables, including associated individual ducts, inner ducts, manholes, handholes, vaults, pull-boxes, and trenches.

1.13 Construction Drawings: means a complete set of printed plans and diagrams accurately depicting conditions of the installation of Attachments on Poles or other support structures, herein referenced as Poles. Construction Drawings must be stamped by a Maryland registered professional engineer and demonstrate adherence to all Applicable Standards. Construction Drawings must include, at a minimum:

1.13.1 One drawing of the Pole prior to installation of any Attachments;

1.13.2 One drawing of the Pole subsequent to installation of all Attachments;

1.13.3 Details of the Pole base, concrete footing, anchor bolts, and connecting Conduit containing electric and fiber optic cables;

1.13.4 Details of all Attachments, including their dimensions, color and weights; and,

1.13.5 Structural analyses and load calculations of the Pole with all installed Attachments for dead, live, wind, and ice loading, sufficiently demonstrating that the Communications Facilities shall not adversely affect the structural integrity of the Pole or other Town Facilities.

1.14 Contingent Alternative Fee: means the fee defined in Section 4.3 hereof.

1.15 Decorative Streetlight Pole: means any Streetlight Pole that incorporates artistic design elements not typically found in standard-design or conventional steel, concrete, or aluminum Streetlight Poles.

1.16 Distributed Antenna System or DAS: means a Network of multiple, spatially separated antenna Nodes connected to a common source via a high-capacity transport medium (such as fiber optic cable), for the purpose of providing wireless Communications Service within a geographic area.

1.17 Emergency: means a situation that, in the reasonable discretion of the Town or Grantee, if not remedied immediately, poses an imminent threat to public health, life, or safety, damage to property or a service outage.

1.18 Equipment: means (a) the optical converters, antennas, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, remote radioheads, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singly or collectively, to be installed or operated by Grantee hereunder; that (b) falls within the definition of “small wireless facilities” set forth in the rules of the FCC, 47 CFR § 1.6002(l).

1.19 FCC: means the Federal Communications Commission.

1.20 Fee or Fees: mean, individually, or collectively, the Annual Facility Fee, the Contingent Alternative Fee, or the Right-of-Way Fee.

1.21 Grantee: means Crown Castle Fiber LLC, and its lawful and permitted successors, assigns, and transferees.

1.22 Hazardous Substances: means those hazardous substances listed by the Environmental Protection Agency (“EPA”) in regularly released reports and any other substances incorporated into the State of Maryland’s list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.

1.23 ILEC: means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the Town.

1.24 Inadequate Pole: means inadequate pole as defined in Section 15.1.

1.25 Installation Date: means the date that the first Equipment is installed by Grantee pursuant to this License Agreement.

1.26 Laws: means any and all applicable and lawful statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town, State, United States, FCC, or other governmental agency having joint or several jurisdiction over the parties to this License Agreement.

1.27 Municipal Facilities: means any Town-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, or electroliers, other supporting structures (collectively “Town-owned Poles” or “Town Poles”), located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used, and the Town rights-of-way.

1.28 Network: means one or more of the DAS or Small Cell networks, or portions of those networks, owned or controlled by Grantee and located within the Town.

1.29 New Pole: means new pole as defined in Section 12.1.

1.30 Node: means an electronic device that is attached to the Network, and is capable of creating, receiving, or transmitting information over a communications channel.

1.31 Occupancy: means the use or reservation of space for Attachments on a Pole.

1.32 Pedestals/Vaults/Enclosures: means above or below-ground housings that are not attached to Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.

1.33 Permit: means, depending on the context, written or electronic authorization by the Town for Grantee to make, maintain or remove Attachments to specific Poles pursuant to the requirements of this Agreement and the Town Code or to perform work in or occupy the Town’s Public Way.

1.34 Permit Application: means, depending on the context, an application by Grantee to occupy or perform work in a Town Public Way or an application to attach wireless Equipment to a Town-owned Pole or other facility, or both.

1.35 Pole: means a pole or other support structure in the Rights of Way whether owned or controlled by the Town, by Grantee, or a third party and capable of supporting Attachments for Communications Facilities.

1.36 Pole Make-Ready or Make-Ready Work: means all work that is reasonably required to safely accommodate the installation of Grantee’s Communications Facilities on Poles and/or to comply with all Applicable Standards. Make-Ready Work may be conducted by the Town, by Grantee, or a third-party owner of a Pole(s). Such work may include, but is not limited to, repair, rearrangement, replacement and construction of Poles and connections; inspections; engineering work and certification; permitting work; tree trimming (other than tree trimming performed for normal maintenance purposes); site preparation; and electrical power configuration. Make-Ready Work does

not include Grantee's routine maintenance.

1.37 Post-Construction Inspection: means the inspection by the Town or Grantee, or some combination of both, to verify that the Attachments have been made, and Make-Ready Work performed, in accordance with Applicable Standards and the Permit.

1.38 Pre-Construction Survey: means all work, inspections or operations required by Applicable Standards and/or Town to determine the Make-Ready Work necessary to accommodate Grantee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.

1.39 Replacement Pole: means the replacement pole as defined in Section 15.1.

1.40 Reserved Capacity: means capacity or space on a Municipal Facility that the Town has reserved for its own future Town requirements at the time of the Permit grant, including the installation of communications Attachments for governmental purposes.

1.41 Right-of-Way Fee: means the fee defined in Section 4.2 hereof.

1.42 Rights of Way or "Public Way" means the space in, upon, above, along, across and over the public streets, roads, highways and public ways owned or controlled by the Town as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include (a) any county, state or federal rights of way or any property owned by any person or entity other than the Town public utility easements or public improvement easements, whether owned by the Town or others, except as provided by applicable Laws or pursuant to any agreement between the Town and any such person or entity under which the Town may grant access to that easement for Small Cells, or (b) any property owned by the Town, such as a park or property on which Town buildings are located, that is not a street or right of way, which the Town may authorize the Grantee to use, and which are appropriate for placement of the Facilities. By way of example and not limitation, the term does not include structures, buildings, or other improvements, regardless of whether they are situated in a right of way.

1.43 Riser: means metallic or plastic encasement materials placed vertically on or within a Pole to guide and protect wires and cables.

1.44 Services: means Communications Services.

1.45 Small Cell/Small Wireless Facility: means a wireless communications facility that meets each of the following conditions: (A) the facility: (i) is mounted on a structure 50 feet or less in height, including the antenna, or (ii) is mounted on a structure no more than 10 percent taller than other adjacent structures, or (iii) does not extend the existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater; (B) each antenna associated with the facility, excluding associated equipment, is no more than three cubic feet in volume; (C) all other wireless equipment associated with the structure, including the equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in

volume; and (D) the facility does not result in human exposure to radio frequency (RF) radiation in excess of all applicable FCC safety standards.

1.46 Streetlight Pole: means any standard-design or conventional concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

1.47 Tag: means to place distinct markers, or the distinct markers themselves, on Communications Facilities, coded by color or other means, specified by the Town or, if not specified by the Town consistent with local industry standards, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.

1.48 Tax: means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the Town lawfully imposed by any governmental body (but excluding any utility users' tax, the Fees as defined herein, communications tax, or similar tax or fee).

1.49 Town: means the Town of Bladensburg.

1.50 Unauthorized Attachment: means any Communications Facilities that do not appear in Appendix A or that otherwise fail to meet the definition of the term "Attachment" provided in this Agreement and which are placed on Pole(s) without the approval required by this Agreement. The term includes any structure on a Town Public Way not authorized by this Agreement and the Town Code.

**2. TERM.** This Agreement shall become effective upon the approval of the Town and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term of five(5) years. Grantee may extend the term of this Agreement for an additional five (5) years following the initial term by providing Town notice of its intent to renew not less than six (6) months prior to the expiration of the initial term. Either party may terminate this Agreement at the end of the initial term or a renewal term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such notice must be given least one hundred twenty (120) calendar days prior to the end of the then-current term. The initial term and all renewal terms shall be collectively deemed the "Term" of this Agreement.

In the event that the Town determines in its sole discretion that it is in its best interest to authorize Prince George's County to administer the installation, maintenance and operation of Small Wireless Facilities in the Rights-of-Way under the Town jurisdiction, this Agreement may be terminated upon six months written notice to Grantee, at no cost to the Town provided however that any Small Wireless Facilities that have been lawfully installed by Grantee shall continue to be authorized for the approved Term.

**3. SCOPE OF LICENSE AGREEMENT.** Any and all rights expressly granted to Grantee under this Agreement, which shall be exercised at Grantee's sole cost and expense, shall be subject to the prior and continuing right of the Town under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity, and shall be further

subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Grantee a real property interest in land, including any fee, leasehold interest, or easement, and neither this Agreement nor any permit issued pursuant hereto or to any provision of applicable Law shall constitute an assignment of any of the Town rights in or to any Municipal Facility. Any work performed pursuant to the rights granted under this License Agreement shall be subject to the reasonable prior review and approval of the Town

3.1 Attachment to Municipal Facilities. Subject to the terms and conditions herein and to the requirements of applicable Law, the Town hereby authorizes and permits Grantee to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, upgrade, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. Unless otherwise agreed, to the extent Grantee requires electric service for its Communications Facilities, it shall obtain such power pursuant to standard application to the electric utility company. Unless specifically agreed, Grantee shall not tap into or otherwise utilize the Town electric service at a Pole.

3.2 Attachment to Third-Party Property. Subject to applicable Law and to Grantee obtaining the permission of the owner(s) of the affected property, the Town hereby authorizes and permits Grantee to enter upon the Public Way and to locate, place, attach, install, operate, maintain, remove, reattach, upgrade, reinstall, relocate, and replace such number of Equipment in or on Poles or other structures located within the Public Way owned by public utility companies or other property owners as may be permitted by the public utility company or property owner, as the case may be. Subject to the requirements of Chapter 22, Division 3, "Streets and Sidewalks," of the Town Code, as may be amended or recodified from time to time, and only where third-party Poles or other property is not reasonably available for attachment of Equipment, Grantee may install its own Poles in the Public Way, consistent with the requirements that the Town imposes on similar installations made by other similarly-situated persons that use and occupy the Public Way.

3.3 Preference for Municipal Facilities. In any situation where Grantee has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, Grantee agrees to attach to the Municipal Facilities, provided that such Municipal Facilities are at least equally suitable functionally for the current and future operation of the Network.

3.4 No Interference. Grantee, in the performance and exercise of its rights and obligations under this License Agreement, shall not interfere in any adverse manner with the existence and operation of the Public Way or any and all private rights of way, sanitary sewers, water mains, storm drains, gas mains, Poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or Town property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this License Agreement. The Town agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in any right-of-way use agreements the Town may enter into after the Effective Date with other communications service providers and carriers.

3.5 Use of Town Conduit. For the deployment of new fiber optic cable in the Public Way to connect Communications Facilities, and for which Conduit is required, Grantee may, but is not required, to use existing Town-owned Conduit subject to separate agreement by the parties. In the event the parties do not reach such agreement, or there is no available, existing Town-owned Conduit or Grantee-owned conduit to access the Poles, Grantee may in coordination with the Town construct additional Conduit in the Public Way. All such construction shall be consistent with Town requirements and specifications applied in a non-discriminatory manner to similarly situated occupants. This Agreement does not contemplate or authorize the installation or operation of cables within Town owned Conduit, and such use will only be allowed pursuant to a separately negotiated conduit use agreement or rider hereto.

3.6 Permit Issuance Conditions. The Town will issue one or more Permit(s) to Grantee only when the Town determines, in its sole judgment, exercised reasonably, that, in the case of the use of Municipal Facilities, there is sufficient capacity to accommodate the requested Attachment(s), and that in all cases (i) Grantee meets all requirements set forth in this Agreement, and (ii) such Permit(s) comply with all Applicable Standards and with applicable Law, including, without limitation, Chapter 172 of the Town Code.

3.7 Reserved Capacity. Access to space on Municipal Facilities will be made available to Grantee with the understanding that said Municipal Facilities will be subject to Reserved Capacity for future Town use. On giving Grantee at least one hundred twenty (120) calendar day's prior notice, Town may claim such Reserved Capacity at any time following the installation of Grantee's Attachment if required for the Town future public service requirements. Where possible, Town shall give Grantee the option to remove or relocate its Attachment(s) from the affected Municipal Facility or Municipal Facilities or to pay for the cost of any Make-Ready Work needed to accommodate the Town needs while maintaining Grantee's Attachment on the affected Town-owned Pole(s). Grantee shall be responsible for the costs of removing its Communications Facilities or rearranging the Town-owned Pole to accommodate the Town Attachments. Notwithstanding the above, any Town-owned Pole that has been enlarged, replaced, or otherwise improved by Grantee at its expense, shall not be subject to Reserved Capacity to the extent of such enlargement, replacement, or improvement.

3.8 Town Rights Over Town-owned Poles. The parties agree that this Agreement does not in any way limit the Town right to locate, operate, maintain, or remove Town-owned Poles in the manner that will best enable it to fulfill its service, safety, and vehicular and pedestrian transportation requirements or to comply with any federal, state, or local legal requirement.

3.9 Other Agreements. Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit the Town from fulfilling any agreement or arrangement regarding Town-owned Poles into which the Town has previously entered, or may enter in the future, with others not party to this Agreement, subject to the terms hereof and provided any such future agreement or arrangement over which the Town has control does not interfere with the rights provided to Grantee under this Agreement.

3.10 Permitted Uses. This Agreement is limited to the uses specifically stated in the recitals set forth above, and no other use of the Public Way or Municipal Facilities shall be allowed without

the Town's express written consent to such use. Nothing in this Agreement shall be construed to require the Town to allow Grantee to use Town-owned Poles or Town-owned Conduit after the termination of this Agreement.

3.11 Enclosures. Unless they are installed underground, Grantee shall not place Pedestals or Vaults within four (4) feet of any Pole without the Town's prior written permission. If permission is granted, all such installations shall be subject to, and in compliance with, the Applicable Standards and applicable Law. Such permission shall not be unreasonably withheld, conditioned, delayed, or denied. Further, Grantee agrees to move any such above-ground Pedestals or Vaults in order to provide sufficient space for the Town to set a replacement Town-owned Pole.

3.12 Closing of Public Ways. Nothing in this Agreement shall be construed as a waiver or release of the rights of the Town in and to the Public Ways. In the event that all or part of the Public Ways within an area of the Town are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services comparable to Services; or (2) vacated or if ownership of the land under the affected Public Ways is otherwise transferred to another person, all rights and privileges granted pursuant to this Agreement with respect to such Public Ways, or any part of such Public Ways so closed, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall thereafter remove its Network and Equipment from such Public Ways within six (6) months of receiving notice. If such closing, vacation, or transfer of any Public Way is undertaken for the benefit of any private person, the Town shall, as appropriate, condition its consent to such closing, vacation, or transfer of such Public Way on the agreement of such private person to: (i) grant Grantee the right to continue to occupy and use such Public Way; or (ii) reimburse the Grantee for its reasonable costs to relocate the affected part of the Network. The Town shall provide reasonable prior notice to Grantee of any such closing, vacation, or transfer to allow Grantee to remove its Network where the right to continue to occupy and use such Public Way is not reserved for Grantee.

3.13 Police Power Preserved. This Agreement and Grantee's activities in the Public Way are subject to the lawful exercise of the Town police power, and nothing in this Agreement shall be construed to be a waiver of or limitation upon the Town police power.

3.14 Compliance with Laws. Grantee shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this License Agreement. Grantee shall apply for, at its sole cost and expense, and obtain all applicable federal, state, county, and Town permits and/or Authorizations required in order to install, construct, operate, maintain, or otherwise implement and use its Network and Equipment in the Public Way, including, but not limited to, a right-of-way construction permit, building permits, and any applicable variance, conditional use permit, ministerial permit, or special exception required under the Town Code or the Town zoning regulations. Grantee shall pay, as they become due and payable, all fees, charges, taxes and expenses, associated with such permits and/or other Authorizations. If Grantee is unable to obtain any necessary permits or Authorizations as required in this Section, Grantee shall have the right, without obligation, to terminate this Agreement or the applicable Attachment(s) immediately.

**4. COMPENSATION; UTILITY CHARGES.** Grantee shall be solely responsible for the payment of all lawful Fees in connection with Grantee's performance under this License Agreement, including those set forth below.

4.1. Recurring Fees. The Town shall set an annual recurring fee per small wireless attachment consistent with applicable federal, state and local law.

4.2. Accounting Matters. Grantee shall keep accurate books of account at its office in Washington, DC, or such other location of its choosing for the purpose of determining the amounts due to the Town under § 4.1, § 4.2 or § 4.3 above, as applicable. The Town may inspect Grantee's books of account relative to the Town at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the Town sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The Town agrees to hold in confidence any non-public information it learns from Grantee to the fullest extent permitted by Law. In the event that the Town must pursue any action against Grantee to obtain the access required herein to the books of account or to collect any fee owed under § 4.1 above, including but not limited to litigation, the Town shall be entitled to its reasonable costs of collection, including attorneys' fees and travel expenses by its staff to the place of Grantee's production of books of account, if the Town establishes that it has been denied the required access to records or that there has been a material underpayment of fees. Materiality shall mean, for purposes of this Section, an amount equal to 5% of the annual Fees due to the Town under § 4.1.

4.3. Non-Recurring Application Fee. To reimburse Town costs incurred relating to inspection and application processing, Grantee shall be charged a one-time, non-refundable Application Fee of five hundred dollars (\$500.00) for each collocation application for 5 or fewer Poles in the Rights of Way, plus one hundred dollars (\$100) per additional Pole above 5, or \$1,000 per application for each New Pole installed by Grantee in the Rights of Way to which it seeks to make an Attachment. Town may adjust the non-recurring application fee consistent with applicable federal and state law.

4.4. Adjustment: The Town reserves the right to adjust the Application Fee from time to time to cover actual and documented costs incurred in processing Applications; provided such adjustment is consistent with applicable federal and state law. Failure to include Application Fees with a Permit application will cause the application(s) to be deemed incomplete, and the Town will not process such application(s) until the Application Fees are paid. The Town will make timely and reasonable efforts to contact Grantee should its Application Fee not be received.

4.5. Refunds. No Fees or other charges specified herein shall be refunded on account of any surrender of a Permit granted under this Agreement, except in the case of the Town default.

4.6. Late Charge. If the Town does not receive payment for any Fee or other amount owed under this Agreement within sixty (60) calendar days after it becomes due, Grantee shall pay interest to Town at the rate of three percent (3%) per month.

4.7. Charges and Expenses. Grantee shall reimburse the Town and any other Attaching Entity for those actual and documented costs, including without limitation the cost of Make-Ready-Work, for

which Grantee is otherwise responsible under this Agreement, consistent with applicable federal and state law.

4.8. Advance Payment. The Town in its sole discretion will determine the extent to which Grantee will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of Grantee’s Attachments pursuant to the procedures set forth in Sections 9 and 14 below.

4.9. True-Up. Whenever the Town in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Grantee and the actual cost of the activity exceeds the advance payment of estimated expenses, Grantee agrees to pay Town for the difference in cost, provided that Town documents such costs with sufficient detail to enable Grantee to verify the charges. To the extent that Town actual cost of the activity is less than the estimated cost, Town shall refund to Grantee the difference in cost.

4.10. Determination of Charges. Wherever this Agreement requires Grantee to pay for work done or contracted by the Town the charge for such work shall include all reasonable and actually incurred material, labor, engineering, administrative, and applicable overhead costs, provided such costs are consistent with applicable federal and state law. The Town shall bill its services based upon actual and documented costs, and such costs will be determined in accordance with the Town cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used.

4.11. Work Performed by Town Wherever this Agreement requires the Town to perform any work, Town in its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

4.12. Fee Payments. Unless otherwise directed, all Fee payments to the Town should be mailed to the following address and to the attention of:

Town Treasurer  
Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

**5. CONSTRUCTION.**

5.1 Compliance with Standards. Grantee shall comply with all applicable and lawful federal, State, and Town codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Grantee’s Equipment installed in the Public Way and on Municipal Facilities in the Town. Grantee shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior approval of the Town for each location.

5.2 Obtaining Required Permits for work in Public Way. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any Permits, Grantee shall, if required under applicable Town ordinances or regulations, apply for the appropriate Permits and pay any standard and customary Permit fees, so long as the Permit fees and process that the Town requires of Grantee are comparable to the permit fees and process that the Town applies to the ILEC or the cable provider(s).

5.3 Relocation and Displacement of Equipment. Grantee understands and acknowledges that the Town may require Grantee to relocate one or more of its Equipment installations on a Town-owned Pole. Grantee shall, at the Town direction, relocate such Equipment, whenever the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town or other public project; (b) because the Equipment is reasonably considered to be interfering with or adversely affecting proper operation of Town-owned Poles, traffic signals, or other Municipal Facilities; or (c) the Equipment or New Pole is reasonably considered to be interfering with the safe and efficient use of Public Ways by vehicular and pedestrian traffic. In any such case, the Town shall use its best efforts to afford Grantee a reasonably equivalent alternate location. If Grantee shall fail to relocate any Equipment as requested by the Town within a reasonable time under the circumstances, which time shall be no less than sixty (60) days except in the case of Emergency, in accordance with the foregoing provision, the Town shall be entitled to remove or relocate the Equipment, without further notice to Grantee. To the extent the Town has actual knowledge thereof, the Town will attempt promptly to inform Grantee in writing of the displacement or removal of any Pole on which any Equipment is located.

5.4 Damage to Public Way. Whenever the removal or relocation of Equipment or a New Pole is required or permitted under this License Agreement, and such removal or relocation shall cause the Public Way to be damaged, Grantee, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment is located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Grantee does not repair the site as required herein, then the Town shall have the option, upon thirty (30) days' prior written notice to Grantee, to perform or cause to be performed such reasonable and necessary work on behalf of Grantee and to charge Grantee for the actual costs incurred by the Town at the Town's standard rates. Upon the receipt of a demand for payment by the Town accompanied by an invoice setting forth those costs, Grantee shall promptly reimburse the Town for such costs.

## **6. SPECIFICATIONS.**

6.1. Installation. When a Permit is issued pursuant to this Agreement, Grantee's Equipment shall be installed and maintained in accordance with the requirements and specifications of the Town and must comply with all Applicable Standards. Grantee shall be responsible for the installation and maintenance of its Equipment. Grantee agrees that it will use commercially reasonable efforts not, directly or indirectly, to create, incur, assume or suffer to exist any lien, whether mechanics, materialman, stop notice, or other, resulting from any work performed pursuant to this License Agreement, and will, in all cases and at its sole expense, promptly take any action as may be necessary to discharge any such lien that may arise despite Grantee's commercially reasonable efforts.

6.2 Installation Plan. The installation of Equipment or any New Pole shall be made in accordance with plans and specifications approved by the Town in this License Agreement, under Town Code Chapter 103“Streets and Sidewalks,” and any regulations promulgated thereunder, and after obtaining all necessary and applicable Permits for all work in the Public Way. Grantee shall submit to the Town Department of Public Works an initial installation plan, and any subsequent work plans concerning installations not addressed in the initial work plan, which shall include fully dimensioned site plans and specifications that are drawn to scale and show (1) the specific Equipment or New Pole, (2) the specific proposed location of such Equipment (including specific identification of each Attachment to a Town-owned, Grantee-owned, or third-party structure located in the Public Way) or New Pole; (3) the route of fiber optic cable utilized by the Network; (4) the proposed type of construction materials for all structures, and (5) any other details that the Town may reasonably request which are also applicable to other entities installing facilities in the Public Way.

6.3. Approval by Town Grantee shall not attach, install, maintain, or operate any Communications Facilities in or on the Public Way until plans for such work have been approved by the Town (which shall not be unreasonably withheld, delayed, conditioned or denied), and all necessary Permits have been properly issued. Substantial modification to an installation plan (including, for example, a change of Node location) made in the course of construction shall require the written consent of the Town upon which the Town shall act promptly, and may require modification of an existing or issuance of a new Permit. Modifications shall not be considered substantial and shall not be subject to additional Permitting to the extent that they satisfy the requirements set forth in Section 8.2. Approval of plans and specifications and the issuance of any Permits by the Town shall not release Grantee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Grantee shall be responsible for notifying the Town and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected Town - approved permits, as may be necessary. The Town shall use its best efforts to promptly respond to a request for plan approval or modification within 60 days and will cooperate with Grantee to facilitate the prompt processing and issuance of any required Permits.

6.4. Maintenance of Facilities. Grantee shall, at its own expense, make and maintain its Attachment(s) and Equipment in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this License Agreement to the contrary, Grantee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards. Grantee shall use its commercially reasonable efforts to coordinate construction and maintenance of its Communications Facilities with the appropriate Town agencies to minimize unnecessary disruption. Prior to commencing construction, installation or maintenance activities, Grantee shall acquire all required Town Permits.

6.5. Tagging. Grantee shall Tag all of its Attachments to Poles as specified by the Town and/or applicable federal and state regulations, which will allow for ready identification of the type of Attachment and its owner. The Town shall be responsible for periodically inspecting its Attachments to ensure they are tagged with approved permanent identification markers.

6.6. Interference. Grantee shall not allow its Communications Facilities to impair the ability of the Town or the Town agent to use Poles or Municipal Facilities, nor shall Grantee's Communications Facilities cause any radio frequency interference to the operation or function of any Town radio communications facilities on or in the vicinity of Poles or other Municipal Facilities. The Communications Facilities shall comply with applicable law concerning radio frequency emissions and interference with other communications facilities in the Rights of Way. All transmitters shall have all necessary protection, for example cavity filtering and transmitter isolators, to eliminate any RF degradation of the received signal to any other user within the Permit Area

6.7. RF. Grantee is solely responsible for the radio frequency ("RF") emissions emitted by its Communications Facilities and associated Equipment. Grantee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the FCC. To the extent required by FCC rules, Grantee shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions.

6.8. Protective Equipment. Grantee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities.

6.9. Cut-Off Switch. Grantee shall install an equipment power cut-off switch as directed by the Town and consistent with Applicable Standards and the Town specifications for every Town Pole or to which Grantee has attached Communications Facilities. The Town will specify instances where these power cut-off facilities and associated equipment need to be pad-mounted. In ordinary circumstances, the Town authorized field personnel will contact Grantee's designated point of contact to inform Grantee of the need for a temporary power shut-down. Upon receipt of the call, Grantee will power down its antenna remotely, which shall occur during normal business hours and with twenty-four (24) hours advance notice. In the event of an Emergency, the power-down will be with such advance notice as may be practicable and, if circumstances warrant, employees and contractors of the Town may accomplish the power-down by operation of the power disconnect switch without advance notice to Grantee and shall notify Grantee as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Grantee as soon as possible that power has been restored.

6.10. MPE Report. With the application, Grantee shall furnish the Town a site-specific Report on Maximum Permissible Exposure (MPE) Evaluation regarding radio frequency emissions and maximum exposure for humans, as it relates to Grantee's Attachment(s). Failure to provide the report or failure to comply, in a timely manner, with FCC standards for limiting human exposure to radio frequency emissions shall be an event of default.

6.11. County Design Manual Applicable.

Licensee shall perform all Small Wireless Facility installations, modifications, operation, and maintenance in adherence the Prince George's County Design Manual for Small Wireless Facilities ("Manual"), as amended, which is incorporated herein by reference, except when in conflict with Town Code. In addition to the requirements of the Manual, installations on Town property and rights-of-way shall comply with the following supplemental requirements:

Grantee shall remove all of its trash and debris from the Permit Area at the end of each workday and on completion of each project.

6.12. Emergency Contact Information. Grantee shall provide emergency after-hours contact information to the Town to ensure proper notification in case of an Emergency. Information will include 24/7 telephone and cell phone information, and a list of duty managers by district and escalation procedures.

6.13. Violation of Specifications. If Grantee's Attachments, or any part of them, are installed, used, or maintained in violation of this Agreement, and Grantee has not corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from the Town the provisions of Section 27 shall apply. When the Town believes, however, that such violation(s) pose an Emergency, the Town may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable afterward, the Town will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and documented costs incurred by the Town in taking action pursuant to this Section. Grantee shall indemnify the Town for any such work.

6.14. Restoration of Town Service. The Town service restoration requirements shall take precedence over any and all work operations of Grantee on Town-owned Poles.

## **7. PRIVATE AND REGULATORY COMPLIANCE.**

7.1. Necessary Authorizations. Before occupying any Poles or other property of another person, Grantee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any applicable, required authorization to construct, operate, or maintain its Communications Facilities on public or private property. The Town retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Grantee. Grantee's obligations under this Section 7.1 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the Services that it provides over its Communications Facilities. Grantee shall defend, indemnify, and reimburse the Town for all losses, costs, and expenses, including reasonable attorneys' fees, to the extent the Town may incur same as a result of claims by governmental bodies, owners of private property, or other persons, that Grantee does not have sufficient rights or authority to attach Grantee's Communications Facilities on Poles or other property or to provide particular services.

7.2. Lawful Purpose and Use. Grantee's Communications Facilities must at all times serve a lawful purpose, and the use of such Communications Facilities or Equipment must comply with all applicable federal, state and local Law.

7.3. Forfeiture of Town Rights. No Permit granted under this Agreement shall extend, or be deemed to extend, to any Town-owned Poles or other Municipal Facilities, to the extent that Grantee's Attachment would result in a forfeiture of the Town rights. Any Permit that would result in forfeiture of the Town rights shall be deemed invalid as of the date that the Town granted it and require the immediate removal of the Attachment. If Grantee does not remove its Communications Facilities in

question within sixty (60) days of receiving written notice from the Town the Town may at its option perform such removal at Grantee's expense. Notwithstanding the forgoing, Grantee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Grantee shall indemnify the Town for liability, costs, and expenses, including reasonable attorneys' fees, that may accrue during Grantee's challenge.

7.4. Effect of Consent to Construction/Maintenance. Consent by the Town to the construction or maintenance of any Attachments by Grantee shall not be deemed consent, authorization, or acknowledgment that Grantee has obtained all required Authorizations with respect to such Attachment.

## **8. PERMIT APPLICATION PROCEDURES.**

8.1. Submission and Review of Permit Application. Before making any Attachment to a Pole or modifications to any existing Attachment, Grantee shall submit a properly executed Permit Application, which shall include a Pre-Construction Survey and detailed plans for the proposed Attachment or modification certified by a licensed professional engineer, a description of any necessary Make-Ready Work to accommodate the Attachment or modification, and a proposed schedule for completion, along with any required fees and/or bonds. Before performing any work in any Public Way, Grantee shall submit a properly executed Permit application for that purpose, along with any required fees and/or bonds. The Town acceptance of the submitted design documents or the issuance of the Permit does not relieve Grantee of full responsibility for any errors and/or omissions in the engineering analysis. The Town shall review and respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within sixty (60) days of receipt.

8.2. Modifications. Notwithstanding the requirements of § 8.1, and except for Right-of-Way Permits, modifications shall not be subject to the additional permitting to the extent that: (i) such modification to the Attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the Attachment, as approved by the Town; or (ii) such modification involves replacement of the Attachment with an Attachment that is the same, or smaller in weight and dimensions of the previously approved Attachment. If the modification results in a change to the level of RF emissions, the Grantee shall furnish the Town a Report on Maximum Permissible Exposure (MPE) Evaluation regarding radio frequency emissions and maximum exposure for humans, as it relates to the Attachments proposed for modification.

8.3. Professional Certification. Prior to installing any new Attachment, or modifying any existing Attachment in a manner resulting in additional weight or volume being placed on a Pole, and unless otherwise waived in writing by the Town, as part of the Permit application process and at Grantee's sole expense, a qualified and experienced third-party inspector, authorized by the Town, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Grantee's Communications Facilities or Equipment can be and were installed on the identified Poles in compliance with the Applicable Standards and in accordance with the Permit. The Town may require

Grantee's professional engineer to conduct a post-construction inspection that the Town will verify by means that it deems to be reasonable.

8.4. Permit as Authorization to Attach. Upon completion and inspection of any necessary Make-Ready Work, Town will issue the Permit, which shall serve as authorization for Grantee to make its Attachment(s).

8.5. Notification to Town Within thirty (30) days of completing the installation of an Attachment, Grantee shall provide written notice to the Town

8.6. Appearance. Grantee shall cooperate with the Town on all issues of aesthetics and appearance and shall obtain design and location approval from the Town Engineer for all attachments that are subject to this Agreement. Grantee shall follow all legally binding Town policies and state and local ordinances with respect to aesthetics and appearance for the duration of the License Agreement.

**9. MAKE-READY WORK AND INSTALLATION.**

9.1. Who May Perform Make-Ready Work. For Attachments to Town-owned Poles, the Town may give Grantee the option of either having Grantee perform any necessary Make-Ready Work through the use of qualified contractors authorized by the Town or having the Town perform any necessary Make-Ready Work at Grantee's cost.

9.2. Payment for Make-Ready Work. Upon completion of the Make-Ready Work performed by the Town at the request of Grantee pursuant to Section 9.1 above, the Town may invoice Grantee for the Town actual and documented cost of such Make- Ready Work.

9.3. Grantee's Installation/Removal/Maintenance Work. All of Grantee's installation, removal, and maintenance work, by either Grantee's employees or authorized contractors, shall be performed at Grantee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Poles or other Attaching Entity's facilities or equipment. All of Grantee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all Applicable Standards, which shall include obtaining the necessary Permits prior to engaging in work to remove Communication Facilities. Grantee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards.

**10. POST CONSTRUCTION INSPECTIONS BY TOWN AND MAINTENANCE.**

10.1. Town Right to Inspect. At any time, the Town or its contractors may perform a post-installation inspection of each Attachment made to the Poles. Periodic inspections with regard to ongoing conditions shall be addressed as set forth under Section 17.

10.2. No Liability or Waiver. If the Town elects not to perform any post-installation inspection, such non-inspection shall not be grounds for any liability being imposed on the Town or a waiver of any liability of Grantee.

10.3. Remediation of Violations. If the post-installation inspection reveals that Grantee's facilities have been installed in violation of Applicable Standards or the approved design described in the Application, the Town will notify Grantee in writing, and Grantee shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case Grantee shall make all reasonable efforts to correct such violation immediately. The Town may perform subsequent post-installation inspections within thirty (30) days of receiving notice that the correction has been made as necessary to ensure Grantee's Attachments have been brought into compliance.

10.4. Additional Remedies. If Grantee's Attachments remain out of compliance with Applicable Standards or approved design after any subsequent inspection, consistent with Section 17, the Town will provide notice of the continuing violation and Grantee will have thirty (30) days from receipt of such notice to correct the violation; otherwise, the provisions of Section 18 shall apply.

10.5. Abatement of Hazards. Grantee shall keep its Equipment free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference in violation of Applicable Standards or Laws. If the Town gives Grantee written notice of a failure by Grantee to maintain its Equipment, Grantee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

10.6. Maintenance Work. Grantee will be given reasonable access to each of its Equipment in the Public Way for the purpose of routine maintenance, repair, or removal of its Equipment. If any such maintenance activities have the potential to result in an interruption of any Town services at the affected Municipal Facility, Grantee shall provide the Town with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to Town services.

10.7. Damage to Municipal Facilities or Streets. Grantee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, Municipal Facilities, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Grantee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of its Equipment in the Public Way. Grantee shall promptly repair such damage and return the Public Way and any affected Municipal Facilities and adjacent property to a safe and satisfactory condition to the Town in accordance with the Town applicable street and Municipal Facilities restoration standards or to the property owner if not the Town Grantee's obligations under this Section 10.7 shall survive for one (1) year past the completion of such reparation and restoration work.

10.8. No graffiti. Grantee shall at all times keep and maintain its Equipment free of all graffiti located thereon. The Town shall notify Grantee in writing if graffiti is located on any Equipment. Thirty (30) days after notice in writing is received by Grantee, the Town shall have the right to abate any graffiti present on any Equipment, and Grantee shall reimburse the Town all costs directly attributable to graffiti abatement of Facilities which are incurred by Town within thirty (30) days of the Town presenting Grantee with a statement of such costs.

**11. ELECTRICITY USE.** Grantee shall be responsible for obtaining and paying for any and all electrical utility service that Grantee requires for the use or maintenance of its Communications Facilities or Equipment. The Town will reasonably cooperate with Grantee in an effort by Grantee to obtain electrical service from a location serving a Town facility. Grantee shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs.

**12. NEW POLES; POLE REPLACEMENT.**

12.1. New Poles. Grantee shall not erect Poles, conduits, or other Equipment in a Public Way without all necessary permits and authorizations and the express permission of the Town Grantee acknowledges that, except for Replacement Poles (as defined in Section 15), the installation of new stand-alone Poles in the Rights of Way ("New Poles") is not the Town preference and agrees to limit such requests as set forth in Section 3.2. In the event the construction of one or more New Poles is necessary to execute Grantee's planned installation of Communications Facilities, Grantee may request Town approval to construct, at Grantee's sole expense, New Poles that will comply with all Applicable Standards and all applicable Laws, including without limitation Town Code Chapter 103. Any New Poles constructed by Grantee shall reasonably comport with the character, height and dimensions of then-existing Poles in the area. The Town shall consider any request to construct a New Pole in a nondiscriminatory manner and shall accommodate Grantee's request to the same or substantially similar extent as the Town accommodates such requests from other providers of communications services within the Town.

12.2. Town Use of New Poles. During the Term of this Agreement, and upon Grantee's prior written approval which shall be provided or refused in Grantee's reasonable discretion, and provided Grantee and Town enter into an attachment agreement under mutually acceptable terms, the Town may attach Town facilities to any New Poles for Town governmental purposes (and not for any other purpose unless agreed by Grantee), including but not limited to streetlights and other lighting. The Town right to use New Poles pursuant to this limited and non-exclusive license shall be subject to the following conditions: (i) such use does not interfere with Grantee's present or future use of its Network or Equipment; (ii) such use by the Town is consistent with the structural capacity of the New Poles taking into account Applicable Standards and there is adequate space available on the New Poles for such Town Use; (iii) the additional or increased costs to Grantee as a result of the shared use is *de minimis*; and (iv) such shared use complies with generally applicable engineering standards. Grantee shall not be responsible for maintenance, repair or replacement of Town-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the Town on the New Poles. The Town shall not be required to pay an annual recurring fee for attachment of public safety devices (e.g., cameras, shot spotters, traffic signs) and banners to any New Poles; provided, however, the Town will be responsible for any costs incurred by Grantee for surveys, make ready work and pole replacement, if necessary. The Town will place, replace, operate, maintain and remove any and all public safety devices and banners at its own expense. At the Town request, Grantee may deed any New Pole to the Town however upon any such deed to the Town Grantee shall not thereafter be subject to the Annual Facility Fee under Section 4.1 with respect to its attachment to that New Pole. This Section shall not apply to Replacement Poles or repaired Inadequate Poles (as defined in Section 15), which shall be the property of the Town and therefore subject to Town control.

**13. EFFECT OF FAILURE TO EXERCISE ACCESS RIGHTS.** If Grantee does not exercise any access right granted pursuant to an applicable Permit(s) for a Town-owned Pole within one hundred twenty (120) calendar days of the effective date of such right (unless such time period is extended), the Town may, but shall have no obligation to, use the space scheduled for Grantee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, the Town shall endeavor to make other space available to Grantee, upon its submission of a new Application, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. For purposes of this Section, Grantee's access rights shall not be deemed effective until a Permit to attach has been issued.

**14. REARRANGEMENTS AND TRANSFERS.**

14.1. Required Transfers of Grantee's Communications Facilities. If the Town reasonably determines that a rearrangement or transfer of Grantee's Attachments on a Town-owned Pole is necessary, the Town will require Grantee to perform such rearrangement or transfer within ninety (90) days after receiving notice from the Town. If Grantee fails to rearrange or transfer its Attachment within ninety (90) days after receiving such notice from Town the provisions of Section 18 shall apply, including the Town right to rearrange or transfer Grantee's Attachments ninety (90) days after Grantee's receipt of original notification of the need to rearrange or transfer its facilities. Town shall not be liable for damage to Grantee's facilities except to the extent provided in Section 18. In an Emergency, the Town may rearrange or transfer Grantee's Attachments on Town-owned Poles as it determines to be necessary in its reasonable judgment. In an Emergency, the Town shall provide such advance notice as is practical, given the urgency of the particular situation. The Town shall then provide written notice of any such actions taken within ten (10) days following the occurrence.

14.2. Allocation of Costs. The costs for any rearrangement or transfer of Grantee's Communications Facilities, or the replacement of a Pole in accordance with this Section, shall be allocated to the Town and/or Grantee on the following basis:

14.2.1. If the Town intends to modify or replace a Town-owned Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Grantee costs related to rearrangement or transfer of Grantee's Communications Facilities as a result of modification or replacement of a Town-owned Pole by the Town shall be the responsibility of Grantee.

14.2.2. If the modification or replacement of a Town-owned Pole is necessitated by the requirements of Grantee, Grantee shall be responsible for all costs caused by the modification or replacement of the Pole.

14.2.3. If the modification or the replacement of a Town-owned Pole is the result of an Attaching Entity other than Town or Grantee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Grantee's Communications Facilities. Grantee shall cooperate with such third-party Attaching Entity to determine the costs of moving Grantee's facilities.

14.2.4. If the Town-owned Pole must be modified or replaced for reasons unrelated to the use of the Pole by either Town or Grantee or another Attaching Entity (e.g., storm, accident, deterioration,), the Town shall pay the costs of such modification or replacement, and Grantee shall pay the costs of rearranging or transferring its Communications Facilities.

14.3. Town Not Required to Replace. Nothing in this Agreement shall be construed to require the Town to replace any Pole for the benefit of Grantee.

## 15. POLE REPLACEMENTS.

15.1. Replacement Poles. Where Grantee is unable to place an Attachment on a Town Pole because such Pole is not currently suitable for Grantee's desired Attachment, whether due to decay, damage, deterioration, lack of available pole space or pole height, or in any other way not suitable for Attachment (an "Inadequate Pole"), as determined solely by the Town in its discretion, Grantee may, at its option, arrange for the repair or replacement of such Inadequate Pole, at Grantee's sole cost and upon Town prior written approval. If the Inadequate Pole is replaced, its replacement pole shall become a Town "Replacement Pole."

15.2. Town Property. In all instances, a Town Replacement Pole installed by Grantee and a Town Inadequate Pole repaired by Grantee as set forth in Section 15.1 will remain the property of the Town

**16. ABANDONMENT OR REMOVAL OF POLES.** If the Town desires at any time to abandon or remove any Town-owned Poles to which Grantee's Communications Facilities are attached, it shall give Grantee notice in writing to that effect at least one hundred eighty (180) calendar days prior to the date on which it intends to abandon or remove such Poles. Notice may be limited to one hundred twenty (120) calendar days if the Town is required to remove or abandon a Pole as the result of the action of a third party or public necessity, and the lengthier notice period is not practical. If, following the expiration of the notice period, Grantee has not yet removed and/or transferred all of its Communications Facilities, the Town shall have the right, but not the obligation, to remove or transfer Grantee's Communications Facilities at Grantee's expense and Grantee shall be subject to the provisions of Section 18. The Town shall give Grantee prior written notice of any such removal or transfer of Grantee's Communications Facilities. In the event of an emergency, Town shall use all reasonable efforts to notify Grantee prior to removing Grantee's Communications Facility, but in no event later than the next day after such work has occurred.

## 17. INSPECTION.

17.1. General Inspections. The Town reserves the right to make periodic inspections, as conditions may warrant, of Grantee's Attachments and Equipment. Such inspections, or the failure to make such inspections, shall not operate to relieve Grantee of any responsibility or obligation or liability assumed under this Agreement. Post-Construction inspections concerning the compliance of Grantee's installation shall be addressed as set forth in Section 10.

17.2. Periodic Safety Inspections by the Town The Town may at its option perform a safety inspection in all or in part of the territory covered by this Agreement with all Attaching Entities to

identify any safety violations of all Attachments and facilities on Poles or other Municipal Facilities (“Safety Inspection”). Such notice shall describe the scope of the inspection and provide Grantee and all Attaching Entities an opportunity to participate. Grantee shall promptly assist and reasonably cooperate with Town in the conduct of any Safety Inspection.

17.3. Periodic Inspection by Grantee. No less than every five (5) years during the Term, Grantee shall conduct a safety and structural integrity survey of its Attachment(s), Equipment and Poles upon which they are located, which shall be certified by a Town approved third-party vendor. Grantee shall provide a written copy of the results of the survey to the Town promptly thereafter, highlighting, as appropriate to bring to the Town attention, any Poles, Attachments or Equipment presenting a potential structural or public safety issue.

17.4. Corrections.

17.4.1. In the event any of Grantee’s Communications Facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency, Grantee shall use all reasonable efforts to correct such violation immediately. Should Grantee fail or be unable to correct such Emergency immediately, the Town may correct the Emergency and bill Grantee for one hundred twenty-five percent (125%) of the actual and documented costs incurred. If any of Grantee’s Equipment is found to be in violation of the Applicable Standards and such violations do not pose a potential Emergency, the Town shall, consistent with Section 18, give Grantee notice, whereupon Grantee shall have thirty (30) days from receipt of notice to correct any such violation, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within thirty (30) days, such extended time to be not more than an additional sixty (60) days.

17.4.2. If any Municipal Facilities are found to be in violation of the Applicable Standards and specifications and the Town has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Town shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole.

**18. FAILURE TO REARRANGE, TRANSFER OR CORRECT.**

18.1. Town Notice. Unless otherwise agreed, as part of written notice by the Town of a need for Grantee to rearrange, transfer, remove or correct violations, the Town will indicate whether or not the Town is willing to perform the required work.

18.2. Grantee’s Election. If the Town indicates in the notice that it is willing to perform the work, Grantee shall have sixty (60) days to notify the Town in writing of its election to either have Town perform the work or that the Grantee will perform the work itself.

18.2.1. If Grantee requests that the Town perform the work, Grantee shall reimburse the Town for the actual and documented cost of such work.

18.2.2. If Grantee either fails to respond or indicates that it will perform the work itself, then until such work is complete and the Town receives written notice of the completion of such work, Grantee shall be subject to such penalties as are specified in the Town Code.

18.2.3. Notwithstanding Grantee's election under Section 18.2.2 to perform the required work itself, commencing on the thirtieth (30th) day after expiration of the time period for completion of the work specified in the original notification, which time period shall be not less than sixty (60) days, the Town may perform the required work at Grantee's expense, or may delegate such authority to another Attaching Entity utilizing a qualified contractor.

18.2.4. If Grantee was required to perform work under this Section 18 and fails to perform such work within the specified timeframe, and the Town performs such work, the Town may charge Grantee an additional ten percent (10%) of its actual and documented costs for completing such work

18.3. Penalty. If the Town indicates in the notice that it is unwilling or unable to perform the work, then until such work is completed and Town receives written notice of the completion of such work, Grantee shall be subject to a penalty as specified in the Town Code.

18.4. Grantee Notice. Grantee shall provide written notification to the Town upon completion of any of the required work and fines will continue to accrue until the Town receipt of such notice of completion.

**19. ACTUAL INVENTORY.**

19.1. Attachment Inventory. At Grantee's reasonable cost, the Town may at intervals of not more often than once every five (5) years perform an actual inventory of the Attachments in all or in part of the territory covered by this Agreement, for the purpose of checking and verifying the number of Grantee Attachments. Such field check shall be made jointly by both parties and shall be at the reasonable cost of Grantee, such costs to be actual and documented, unless Town is also performing an inventory of any other Attaching Entity with Attachments, and then the actual and documented cost shall be shared proportionately among all such Attaching Entities based upon the number of Attachments.

19.2. Attachment Records. Notwithstanding the above inventory provisions of Section 19.1:

19.2.1. Grantee shall furnish to Town annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by the Town; and

19.2.2. the Town may perform, at its cost, its own inventory of Attachments at any time.

**20. UNAUTHORIZED ATTACHMENTS.**

20.1. Remedies for Unauthorized Attachments. If during the term of this License Agreement, the Town discovers Unauthorized Attachments placed on Poles or otherwise located within the Public Way, the following fees may be assessed, and procedures will be followed:

20.2. Notice. The Town shall provide specific written notice of each violation, and Grantee shall be given sixty (60) days from receipt of notice to contest an allegation that an Attachment is unauthorized (or that Grantee failed to timely provide notice).

20.3. Retroactive Fees. Grantee shall pay the Town Fees retroactively for all Unauthorized Attachments. Grantee shall furnish to the Town notarized documentation as evidence of date of installation for determining retroactive Fees. In the event Grantee is unable to provide documentation, Grantee shall pay retroactive Fees for all Unauthorized Attachments for a period of five (5) years, or for the period commencing from the Effective Date of this Agreement, or from the date of the last inventory of Grantee's Attachments (whichever period is shortest), at the Fees in effect during such periods.

20.4. Additional Payment. In addition to the retroactive Fees, Grantee shall be subject to the Unauthorized Attachment Penalty of \$50.00 for the first offense, and \$100.00 per each additional five days the Unauthorized Attachment continues from the date of discovery until removal of the Attachment or appropriate permission for the Attachment is filed by Grantee with the Town in accordance with Section 20.5.

20.5. Application Required. Unless an Unauthorized Attachment is removed by Grantee, Grantee shall submit a Permit application in accordance with Sections 5 and 6 of this License Agreement within five (5) days of receipt of notice from the Town of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory.

20.6. The Town Right to Remove. If Grantee fails to submit a Permit application within thirty (30) days of receipt of notice from the Town of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory, Town shall have the absolute right to immediately remove any Unauthorized Attachments, and Grantee agrees to pay any and all actual documented costs incurred by the Town with regard to such removal. Removed Grantee Equipment shall be held by the Town for ninety (90) days, or as required under Applicable Law, during which time Grantee may claim Equipment. Following the claim period, Town shall obtain outright ownership of Equipment and may use or dispose of it in any manner whatsoever, and Grantee relinquishes any legal or possessory claim to the Equipment.

20.7. No Ratification of Unauthorized Use. No act or failure to act by the Town with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by the Town of any of its rights or privileges under this Agreement or otherwise, and Grantee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

**21. INDEMNIFICATION AND WAIVER.**

21.1. Liability. The Town reserves to itself the right to maintain and operate Town-owned Poles and rights-of-way in the manner that will best enable it to fulfill its public service, health and safety obligations. Grantee agrees that its use of the Town Poles and rights-of-way is at Grantee's sole risk. Notwithstanding the foregoing, the Town shall exercise reasonable precaution to avoid damaging Grantee's Communications Facilities and shall report to Grantee the occurrence of any such damage

caused by the Town employees, agents or contractors. Subject to paragraph 22.6, the Town agrees to reimburse Grantee for all reasonable costs incurred by Grantee for the physical repair of facilities damaged by the gross negligence or willful misconduct of Town

21.2. Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless the Town its elected/appointed officials, departments, employees, agents and representatives (“Indemnified Parties”) from any and all claims, demands, suits and actions, including attorneys’ fees and court costs connected therewith, brought against the Town its elected/appointed officials, departments, employees, agents or representatives arising out of any act or omission of Grantee, its agents, officers or employees, provided, however, that this indemnity shall not apply to claims or actions against the Town or the Town elected/appointed officials, departments, employees, agents or representatives where those claims or actions are the result of the willful or grossly negligent act or omission of the Town its elected/appointed officials, departments, employees, agents or representatives.

## 22. ENVIRONMENTAL

22.1. Grantee shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit area by any of Grantee’s officers, employees, agents, contractors, invitees and guests. Grantee and Grantee’s officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit area without the Town prior written consent. Notwithstanding the foregoing, Grantee shall be permitted to install and use cables, electronics, backup batteries, common cleaning supplies, and other materials commonly used in the provision of telecommunications services without further consent, provided it does so in accordance with applicable law. Grantee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the Town and local fire agencies. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device that holds or incorporates a Hazardous Substance or hazardous waste.

22.2. Release. For all purposes of this Agreement, a “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.

22.3. Remediation. If Grantee’s occupancy, use, development, maintenance, or restoration of the Permit area results in a release of a Hazardous Substance, Grantee shall pay all costs of remediation and removal to the Town satisfaction, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

22.4. Removal. If Grantee or Grantee’s officers, employees, agents, contractors, invitees and guests have received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit area, Grantee shall remove all Hazardous Substances in any type of container, equipment or device from the Permit area immediately upon or prior to the expiration or earlier termination of this Agreement. The Town reserves the right to conduct inspections of the Permit area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit area. Grantee shall be responsible for any and all costs incurred by the Town to remove any container, equipment or device

requiring disposal or removal as required by this provision.

22.5. Indemnity. Grantee shall protect, defend, indemnify, and hold the Town harmless from and against any and all claims, costs, and expenses related to environmental liabilities resulting from Grantee's occupancy, use, development, maintenance, or restoration of the Permit area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary Town response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Grantee's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. Notwithstanding the foregoing or any other provision in this Agreement, Grantee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the commencement of Grantee's activities under this Agreement, or that otherwise does not result from the activities of Grantee.

22.6. Notice of Release. If Grantee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath any portion of the Permit areas as a result of Grantee's activities, Grantee shall immediately notify the Town and any appropriate regulatory or reporting agency pursuant to applicable laws or regulations. Grantee shall deliver a written report thereof to the Town within three (3) calendar days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Grantee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Grantee shall take all actions necessary to alleviate the danger. Grantee shall immediately notify the Town in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit area.

22.7. Environmental Assessment. Upon reasonable cause to believe that Grantee's occupancy, use, development, maintenance, or restoration of the Permit area resulted in any Hazardous Substance being released on, from or beneath any portion of the Permit areas, the Town may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of Maryland. The environmental assessment shall be obtained at Grantee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Grantee's occupancy, use, development, maintenance, or restoration of any affected portion of the Permit area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by the Town state or federal laws, statutes, ordinances or regulations, or require future restrictions on use of the Permit area, and if the presence of Hazardous Substances did not exist before the commencement of Grantee's activities under this Agreement, then the environmental assessment shall include (a) a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal; and (b) estimates of the cost of such remediation or removal. Grantee shall cause, or if Grantee fails to do so within a reasonable period of time, as determined by Town in its sole discretion, then Town may cause, the remediation and/or removal recommended in the environmental assessment necessary to achieve compliance with environmental laws and regulations, and Grantee shall pay all costs and expenses therefor. The provisions of this Paragraph shall survive the termination or expiration of this Agreement. In the event Grantee is performing excavation work and encounters a Hazardous Substance, it will stop work and promptly notify the Town Grantee shall not resume

work until approval from the Town which approval shall not be unreasonably withheld, conditioned or delayed.

22.8. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, incidental, indirect, liquidated, or special damages or lost revenue or lost profits arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such party has been informed of the possibility of such damages.

22.9. No Waiver. No provision of this License Agreement is intended, or shall be construed, to be a waiver for any purpose by the Town of any applicable state limits on municipal liability or governmental immunity.

22.10. Duties Survive. The duties described in this Section shall survive termination of this Agreement.

22.11. Duty to Inspect. Grantee acknowledges and agrees that the Town does not warrant the condition or safety of the Town Public Ways, Poles or other Municipal Facilities, or the premises surrounding those facilities, and Grantee further acknowledges and agrees that it has an obligation to inspect Municipal Facilities or premises surrounding Municipal Facilities, prior to commencing any work on Municipal Facilities or entering the premises surrounding such Municipal Facilities.

22.12. Knowledge of Work Conditions. By executing this Agreement, Grantee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Grantee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

22.13. Disclaimer. The Town makes no express or implied warranties with regard to Poles or other Municipal Facilities, all of which are hereby disclaimed, and Town makes no other express or implied warranties, except to the extent expressly and unambiguously set forth in this Agreement. The Town expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

22.14. Damage to Municipal Facilities. If Grantee damages or interferes with the operation of any Municipal Facilities, equipment, public infrastructure, or street trees, Grantee shall, at its own expense, immediately do all things reasonable to avoid further injury or damages, direct and incidental, resulting therefrom and shall notify the Town immediately, prior to complete restoration and is responsible at its cost for complete and prompt restoration of such injury and damage.

22.15. Risk to Grantee. In the event Grantee becomes aware of any Hazardous Substances on the Permit area, or any environmental, health or safety condition or matter relating to the Public Way or on or near Municipal Facilities, that, in Grantee's sole determination, renders the condition of the Public Way or Municipal Facilities unsuitable for Grantee's use, or if Grantee believes that the use or continued use of the Public Way or on or near Municipal Facilities would expose Grantee to undue risks of liability to a government agency or other third party, then Grantee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement or the applicable Attachment(s) upon written notice to Town

22.16. Maintenance of the Permit Area. Grantee shall, at its sole cost and expense, continuously maintain its Communications Facilities in the Permit area throughout the Term. In doing so, Grantee shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged, vandalized or worn improvements) necessary to maintain and preserve the Permit area in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of Town and in compliance with all applicable codes and standards of Town state, and federal agencies.

The Town acting through its employees, agents, or contractors, reserves the right to perform any needed routine maintenance within the Permit Area at any time without providing notice to Grantee, including, but not limited to, the replacement of light bulbs on Poles.

Each of Grantee's Small Wireless Facilities must have a feature allowing the immediate cessation of RF emissions. Grantee shall provide the Town with access to the feature to permit Town employees, agents, or contractors to perform any required work within the zone of its Small Wireless Facilities where RF emissions are not recommended for human exposure. For non-emergency work, Town shall request in writing that Grantee disable RF emissions during periods where Town intends to perform such work and Town shall provide Grantee with not less than two (2) business days advance written notice to enable Grantee to act upon such request.

### **23. EMERGENCY.**

23.1.1. Upon execution of this Agreement, Grantee shall provide the Town with written shutdown procedures, contact names, and telephone numbers, in a format mutually agreed upon by the Parties and as indicated in Appendix A hereof. Grantee shall notify the Town in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least thirty (30) days prior to implementing such a change.

23.1.2. In the event of an emergency posing imminent harm to public safety, the Town, through its employees, agents, or contractors, may immediately disable the Communications Facilities. The Town will make every practicable effort to coordinate with and provide notice to Grantee.

23.1.3. In the event of an Emergency that requires Grantee to perform emergency modification or alteration of a Small Wireless Facility, Grantee shall acquire any necessary Permits or approval to cover the emergency work performed. If the circumstances of the emergency necessitate that Grantee perform the work without obtaining the necessary Permits and approvals required by this Agreement and/or any applicable law, Grantee shall advise the Town in writing of the emergency work performed or the action taken as soon as practicable thereafter and not later than two (2) business days after having taken such action. Additionally, Grantee shall take immediate steps to retroactively obtain any necessary Permits and approvals.

### **24. INSURANCE.**

24.1. Insurance. Grantee shall procure and maintain insurance for the duration of this Agreement and any period of removal of the Small Wireless Facilities following the end of the Master License Agreement Term, against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the Construction or Maintenance of Facilities or activities

that Grantee, its agents, subcontractors, representatives or employees may perform pursuant to this Agreement (the “Work”). Such insurance shall be in the following minimum amounts and may be met by any combination of primary and excess or umbrella insurance which assume that no hazardous materials will be associated with any of the Facilities, and that the Facilities will be of a kind and type regularly installed in the Rights of Way. The Town may require additional insurance if, in the Town reasonable view, the Facilities present additional risks to it, the public or property. Grantee shall have the option, in its discretion and if so authorized by the State of Maryland, to be self-insured and provide proof of such to Town. The Town shall be named as an additional insured as its interests may appear as to applicable coverages stated in 24.1.2 and 24.1.3

24.1.1 Workers' compensation insurance and employer's liability insurance meeting Maryland statutory requirements with minimum limits of One Million Dollars (\$1,000,000) for each accident/each disease per employee/each disease policy limit. All insurance required by this Section 24.1.1 shall include a waiver of subrogation endorsement for the benefit of the Town

24.1.2 Commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury, and property damage. The policy shall provide contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

24.1.3 Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Grantee and its employees, with personal protection insurance and property protection insurance to comply with the provisions of the Maryland no-fault insurance law, with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

24.2 Period of Coverage: The liability insurance policy or policies required by Section 24 shall be maintained by the Grantee throughout the Term and such other period of time during which the Grantee operates or is engaged in the removal of the Small Wireless Facilities, whichever period is longer, and for one hundred twenty (120) days thereafter; and provide coverage for acts and omissions occurring throughout the Term and such other period of time during which the Grantee operates or is engaged in the removal of the Small Wireless Facilities.

24.3 Insurance Companies: All insurance shall be effected under valid and enforceable policies, issued by insurers authorized to do business or to self-insure by the State of Maryland or surplus line carriers on the Maryland Insurance Commissioner's list of companies approved to do business in Maryland. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

24.4 Additional Insureds: All required insurance policies, except for workers' compensation, shall include the Town of Bladensburg and all associated, affiliated, allied and subsidiary entities of the Town now existing or hereafter created, and their respective elected officials, officers, boards,

commissions, employees, agents and, as their respective interests may appear,” as additional insureds (referred to as the “Additional Insureds”). Each policy which is to be endorsed to include Additional Insureds under this Agreement shall contain separation of insureds clauses with respect to each additional insured, as follows or with the same effect:

“In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, except as it pertains to the limits of liability.”

24.5 Evidence of Insurance: On or before the Effective Date, at any time of any material and adverse policy change or cancellation during the term of this Agreement, thirty days after renewal of any required policy, or upon the Town request, and in any event prior to any Work in Town rights-of-way, certificates of insurance for each insurance policy required to be obtained by Grantee in compliance with this Agreement shall be filed and maintained with the Town. The acceptance of a form of certificate by the Town shall not change or reduce Grantee’s obligation to provide the required insurance pursuant to Section 23.1.

24.6 Notice of Expiration: As soon as reasonably practicable following the renewal of any insurance policy required of the Grantee by this Section, the Grantee shall provide to the Town evidence acceptable to the Town of the renewal or replacement of the policy. Further, the Grantee shall notify the Town of any materially adverse modification of the coverages and other requirements or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within ten (10) business days after receipt of notice of such discontinuance.

24.7 Insurance Primary; Not Limiting: The legal liability of the Grantee or any Affiliate to the Town or any Person for any of the matters which are the subject of the liability insurance policies required by Section 24 shall not be limited by such insurance policies nor by the recovery of any amounts under such policies, except to the extent necessary to avoid duplicative recovery from or payment by the Grantee.

24.8 Effect. Provision of any insurance required herein does not relieve Grantee of any of the responsibilities or obligations assumed by Grantee for which Grantee may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town immunities or any damage limits applicable to municipal government as provided by law.

## **25. ENTRY AND INSPECTION**

25.1 Entry. The Town may, at any time, enter the Permit Area for the purpose of viewing and ascertaining the condition of the Permit Area, or to protect the Town interest in the Permit Area, or to inspect the operations conducted within the Permit Area.

25.2 Maintenance by Town If the Town entry or inspection discloses that any portion of the Permit Area is not in a safe, healthy, and sanitary condition, the Town may, after fourteen (14) days written notice to Grantee, have any necessary maintenance work done in order to keep the Permit Area in a decent,

safe, healthy, and sanitary condition, all at Grantee’s sole cost and expense, and Grantee shall promptly pay any and all costs incurred by the Town in having the necessary maintenance work done.

25.3 **Bond.** If at any time the Town determines that any portion of the Permit Area is not in a safe, healthy, and sanitary condition, the Town may, in its sole discretion, without additional notice, require Grantee to file with the Town a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in the Town opinion, to correct the unsatisfactory condition. Grantee shall pay all costs associated with the bond. The rights reserved in this Section shall not create any obligation on the Town or increase the Town obligations elsewhere in this Agreement.

**26. REMOVAL OR RELOCATION OF FACILITIES.**

26.1 When Required. Grantee shall, at its sole expense, remove or relocate its Small Wireless Facility(ies) and/or associated supports for the following reasons:

- 26.1.1 to accommodate any Federal, State, or Town public work or improvement project, or
- 26.1.2 if the Town determines that the removal or relocation is necessary to protect the public health, safety and welfare of Town residents or property.

26.2 Timing. Upon receiving written notification from the Town, Grantee shall remove or relocate the affected Small Wireless Facility(ies) within sixty (60) days of the issuance of the Town’s notice, unless a greater amount of time is specified in the notice. If Grantee is unable to remove or relocate the affected Small Wireless Facility(ies) within the time specified, Grantee must promptly notify the Town in writing and must secure the Town consent to an amended removal or relocation date. In the event that Grantee does not remove or relocate its Small Wireless Facility in the time specified and does not secure the Town approval of an amended removal or relocation date, the Town may proceed with removing the Small Wireless Facility at License’s expense and may recover costs pursuant to the provisions of this Agreement.

26.3 Emergency. Notwithstanding the foregoing, the Town may initiate an immediate removal or relocation at Grantee’s expense in the event of an Emergency or imminent danger to health, safety, or property. In the event of a Town-initiated removal or relocation, the Town will, to the extent practicable, provide advance notice to Grantee and an opportunity to coordinate said removal or relocation with Grantee. Grantee shall cooperate with the Town and its contractors during any such relocation or any renovation, repair, or other alteration of the Permit Area.

26.4 Alternate site. In the event that the Town requires Grantee to remove or relocate its Small Wireless Facility(ies) pursuant to this Section, the Town warrants that every effort will be made to ensure continuous, uninterrupted communications and/or receiving capability during any such activity. Additionally, the Town will make practicable efforts to work with Grantee to secure an alternative Town-approved site for Grantee to operate temporary installed Antenna Equipment, which will be installed and maintained at Grantee’s sole expense. If any relocation is not satisfactory to Grantee, then Grantee may, in its sole discretion, terminate this Agreement or the specific Permitted site upon thirty (30) days’ written notice to the Town without further obligation therefor.

**27. NOTICES.**

27.1 Giving of Notice. All notices which shall or may be given pursuant to this License Agreement shall be in writing and transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to the Town:

Michelle Bailey-Hedgepeth  
Town Administrator  
Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

If to Grantee:

Crown Castle Fiber LLC  
c/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attn: Contracts Administration  
(724) 416-2000

**24/7 emergency contact information:**

Telephone: \*\*\*\*\*  
E-Mail: \*\*\*\*\*

27.2 Date of notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

27.3 Electronic Notices. The above notwithstanding, the parties may agree to utilize electronic communications such as email and facsimile for notifications related to the Permits application and approval and construction process.

**28. TERMINATION.**

28.1 Default. This License Agreement may be terminated by either party upon default pursuant to the procedures set forth in this Section 27. In addition to the remedies set forth herein, the Town shall have the right to terminate this Agreement (i) if the Town is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Municipal Facilities or Grantee’s Communications Facilities from the Public Way; or (ii) if any of Grantee’s Authorizations to operate the Network and/or provide Service is terminated, revoked, expired, or otherwise abandoned. In addition to the remedies set forth in this Section 27, Grantee shall have the right to terminate this Agreement upon thirty (30) days prior notice at any time that Grantee is making no use of any Town Poles or of the Public Way for Attachments or for the placement of Communications Facilities; provided that Grantee (A) has removed all its Communications Facilities and Poles from the Public Ways; and (B) has fully paid all Fees then owed to the Town through the date of termination. Except as expressly provided herein, the rights granted under this License

Agreement are irrevocable during the Term.

28.2 Clean up. In addition to the obligations imposed on Grantee elsewhere in this Agreement, and upon termination of this Agreement or a Permit issued pursuant hereto for whatever reason, the Grantee shall be responsible for the following to the extent any of which is caused by or introduced onto the Permit area by the Grantee or by anyone acting on its behalf: All cleanup or other costs and expenses including but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under any Law or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any Hazardous Substance on, under, or about the Permit area, as now or may at any later time be in effect, together with any amendments of or regulations promulgated under the applicable statutes/regulations and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Permit area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Town.

28.3 Surrender. Upon termination of this Agreement or any Permit issued pursuant hereto, Grantee shall surrender the affected Permit area(s) in a neat, clean and orderly condition. Grantee shall complete the restoration of the Permit area(s) to its/their original condition or better prior to termination of this Agreement, normal wear and tear excepted. Restoration of the Permit area(s) shall include, but not be limited to, removal of all of the Grantee's equipment, vehicles, trailers, containers, signs, litter, and debris. Grantee shall remove all improvements unless otherwise instructed in writing by the Town. No later than sixty (60) days prior to the expiration of this Agreement or any Permit issued pursuant hereto, Grantee shall contact the Town to make arrangements for a field inspection of Grantee's improvements on the Permit area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Town.

28.4 Inspection and Restoration. Upon any termination of this Agreement or any Permit issued pursuant hereto, the Town will conduct an inspection of said Permit area(s) to determine if restoration has been completed by Grantee. If the Town determines that restoration has not been completed upon expiration or termination of this Agreement, the Town may restore said Permit area(s) entirely at the risk and expense of the Grantee. The cost of said restoration by the Town shall be paid by Grantee within thirty (30) days of Grantee's receipt of an invoice from the Town

## **29. ASSIGNMENT.**

29.1 Limitations on Assignment. Grantee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, denied, or delayed.

29.2 Intra-corporate Transfers. Notwithstanding the provisions of Section 28.1 above, but subject to the requirements of Section 28.3, Grantee may, during the term of this Agreement, assign or transfer this Agreement to (i) any Affiliate of Grantee or to a partnership of which at least fifty percent (50%) of the units are owned directly or indirectly by Grantee or its parent company; or (ii) any successor to Grantee's business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale of assets (each, an "Assignee"), without the prior consent of the Town; provided,

however, any such assignment or transfer shall be subject to the following conditions:

29.2.1 In the case of a sale of assets, (i) the Grantee has assigned its state issued certificate of authority and/or other authorization issued by local franchising authorities to such Assignee, and such assignment has been approved (if applicable law requires approval), or the Assignee otherwise holds an applicable and effective state issued certificate of authority; and (ii) the Assignee has received and accepted an assignment or transfer of the assets comprising the Grantee's business, or a substantial part thereof.

29.2.2 Notice of the assignment or transfer has been provided to the Town, in writing, within sixty (60) days of the date an application for transfer or assignment of the certificate of authority has been made, if such application for transfer or assignment is required by applicable law under the circumstances, or in the case of a sale of assets, within seven (7) business days after the assignment or transfer.

29.3 Obligations of Assignee/Transferee and Grantee. No assignment or transfer under this Section shall be allowed or enforceable with respect to the Town until the Assignee or other transferee becomes a signatory to this Agreement and assumes all obligations of Grantee arising under this Agreement, whether arising before or after the date of the transfer or assignment. Grantee shall furnish the Town with written notice of the transfer or assignment, together with the name and address of the transferee or Assignee.

### **30. DEFAULT.**

30.1 Event of Default. An Event of Default (each of the following being an "Event of Default") shall be deemed to have occurred hereunder by Grantee if:

30.1.1 Grantee shall breach any material term or condition of this Agreement; or

30.1.2 Grantee shall fail to perform, observe or meet any material covenant or condition made in this Agreement; or

30.1.3 At any time, any representation, warranty or statement made by Grantee herein shall be incorrect or misleading in any material respect.

30.2 Town's Remedies. Upon the occurrence of any one or more of the Events of Default set forth in Section 29.1 hereof, the Town, at its option, in addition to and not in lieu of any other remedies provided for herein, shall be entitled to proceed to exercise any and all actions it may have in law or at equity, including drawing down upon the bond for any fees, costs, expenses or penalties that Grantee has not paid, and in addition, at its option, the Town may terminate this Agreement upon providing notice to Grantee, provided, however, the Town may take such action or actions only after first giving Grantee written notice of the Event of Default and a reasonable time within which Grantee may cure or commence diligent efforts to cure such Event of Default, which period of time shall be not less than forty-five (45) calendar days (or, if such Event of Default is not curable within forty-five (45) days, if Grantee fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), except that the period of time shall not be less than thirty (30) calendar days for any monetary amounts past due and owing by Grantee to the Town, or for failure to

maintain adequate insurance or bonds, as provided for herein.

30.3 Good Faith. Without limiting the rights granted to the Town pursuant to the foregoing Section 29.2, the parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues.

30.4 Grantee's Remedies. In the event that the Town fails to perform, observe or meet any material covenant or condition made in this Agreement or shall breach any material term of condition of this Agreement, or at any time any representation, warranty or statement made by Town shall be incorrect or misleading in any material respect, then Town shall be in default of this Agreement. Upon being provided notice from Grantee of said default, the Town shall have forty-five (45) days to cure same (or, if such default is not curable within forty-five (45) days, if the Town fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion) and if such default is not cured, then Grantee shall have any and all remedies at law or in equity available to it, including termination of this Agreement without any liability therefor.

30.5 Removal and Restoration on Termination. Upon Termination for Default, Grantee shall remove its Attachments from all Poles and other Municipal Facilities within six (6) months of receiving notice, or at a rate of ten percent (10%) of its Attachments per month, whichever period results in the greatest length of time for completing removal. Grantee shall restore the Poles and other Municipal Facilities and surrounding areas affected by its Communications Facilities to their prior condition at the commencement of this Agreement, reasonable wear and tear and agreed upon modifications to Poles, such as installation of Riser or internal conduits, excepted. If not so removed within that time period, the Town shall have the right to remove Grantee's Attachments and Communications Facilities, and Grantee agrees to pay the actual and documented cost thereof, within forty-five (45) days after it has received an invoice from the Town

### **30. RECEIVERSHIP, FORECLOSURE OR ACT OF BANKRUPTCY.**

30.1 Town's Option. The right to use the Public Way granted hereunder to Grantee shall, at the option of the Town, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Events of Default under this Agreement.

30.2 Foreclosure or Judicial Sale. In the case of foreclosure or other judicial sale of the plant, property and equipment of Grantee, or any part thereof, including or excluding this Agreement, the Town may serve notice of termination upon Grantee and the successful bidder at such sale, in whichever event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

30.2.1 The Town shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

30.2.2 Such successful bidder shall have covenanted and agreed with the Town to assume and be bound by all the terms and conditions to this Agreement.

### **31. REMOVAL OF ATTACHMENTS.**

31.1 Notice of Removal. Grantee may at any time remove its Attachments from any Municipal Facility or the Public Way, but shall promptly give Town written notice of such removals and obtain all necessary Permits. No refund of any rental fee will be due on account of such removal. Grantee shall restore the Poles, Municipal Facilities, and surrounding areas affected by its Communications Facilities to their prior condition at the commencement of this Agreement, reasonable wear and tear and agreed upon modifications to Poles and Municipal Facilities, such as installation of Riser or internal conduits excepted and no further payment shall be due to the Town for any such location, except for past due amounts owed and not the subject of a good faith dispute.

31.2 Removal Due to Termination or Abandonment. Following the termination of this Agreement for any reason, or in the event Grantee ceases to operate and abandons the Network, Grantee shall, within one hundred twenty (120) days, at its sole cost and expense, remove all Communications Facilities from the Public Way and restore the area affected by its Communications Facilities to its condition at the commencement of this License Agreement, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment or other aesthetic improvements made by Grantee to the Public Way or the adjacent property, or as otherwise required by the Town . Within ninety (90) days of a written request from the Town, Grantee will post a payment bond in the amount of \$500,000.00 to address the Town's cost of removing any Communications Facilities not removed by Grantee within one hundred twenty (120) days of termination, and as compensation for any damage to the Public Way relating to the Communications Facilities, reasonable wear and tear excepted. Alternatively, the Town may allow Grantee, in the Town's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the Town.

### **32. REQUIRED REPORTS.**

32.1 Annual Construction Report. No later than the fifteenth (15th) day after the close of each calendar year in which any work was performed in the Public Way by Grantee, Grantee shall provide the Town with the following:

**32.1.1** An updated "as built" map clearly indicating each Node, pad mounted Facility, control box, and associated fiber network route in the Public Way, which shall specifically identify Attachments to Town-owned structures or structures owned by a third-party located in the Public Way, specifying owner of underlying facility (i.e., Town, Pepco);

**32.1.2** A construction plan specifically describing, through maps, illustrations, diagrams, construction drawings and written description, construction or other significant work planned (substantially in the form of an installation plan described in Section 6.2) relating to Communications Facilities for the current calendar year and the following calendar year; and

**32.1.3** A cumulative written list of the Permits that Grantee has received from the Town through the last day of the preceding calendar year. The report shall list the type of Permit, the location(s) of the work being performed under the Permit, the date the work started or is projected to start, and the date the work stopped or is projected to stop. Grantee shall omit a Permit from this list after such permit has expired and has not been renewed for three (3)

consecutive months.

**33. PERFORMANCE BOND.** Grantee shall furnish a performance bond executed by a surety company reasonably acceptable to the Town which is duly authorized to do business in the state of Maryland in the amount of fifty thousand dollars (\$50,000.00) for the duration of this License Agreement as security for the faithful performance of this License Agreement and for the payment of all persons performing labor and furnishing materials in connection with this License Agreement.

**34. MISCELLANEOUS PROVISIONS.** The provisions which follow shall apply generally to the obligations of the parties under this License Agreement.

34.1 Nonexclusive License. Grantee understands that this License Agreement does not provide Grantee with exclusive use of the Public Way or any Municipal Facility and that the Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and/or on Municipal Facilities, subject to the provisions hereof.

34.2 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this License Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this License Agreement.

34.3 Contacting Grantee. Grantee shall be available to the staff employees of any Town department having jurisdiction over Grantee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Town may contact the network control center operator at telephone number 888-632-0931 or email [SCN.NOC@crowncastle.com](mailto:SCN.NOC@crowncastle.com) regarding such problems or complaints.

34.4 Governing Law; Jurisdiction. This License Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland, without reference to its conflicts of law principles. If suit is brought by a party to this License Agreement, the parties agree that trial of such action shall be vested in the state courts of Maryland, in the County in which the Town is located. However, in the event of a suit with claims arising under either: the federal Communications Act of 1934, as amended, or Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (the Spectrum Act), or any federal law, present or future, that governs wireless telecommunications, the parties agree that trial of such action may be brought in either state or federal court of competent jurisdiction and venue in Maryland.

34.5 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this License Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

34.6 Representations and Warranties. Each of the parties to this License Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform that party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

34.7 Amendment of License Agreement. This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

34.8 Entire Agreement. This License Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this License Agreement which are not fully expressed herein.

34.9 Change of Law. If any Laws that govern any aspect of the rights or obligations of the parties under this License Agreement shall change after the Effective Date and such change preempts any aspect of such rights or obligations, inconsistent with the then-effective Laws, then the parties agree to promptly amend the License Agreement as reasonably required to accommodate and/or ensure compliance with any such change in Law, provided, however, that if such change in Law deprives either party of a substantial benefit of its bargain under this License Agreement, then such party shall have the right to terminate this License Agreement by providing notice to the other party.

35. Non-Discrimination. Grantee certifies that it does not unlawfully discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, or political affiliation.

ATTEST:

CROWN CASTLE FIBER LLC

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

BY: \_\_\_\_\_

Name: \_\_\_\_\_

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

ATTEST:

TOWN OF BLADENSBURG

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_

Name: Suellen M. Ferguson

Title: Town Attorney

APPENDIX A



## Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Michelle Bailey Hedgepeth, Town Administrator
<b>Item Title: Flood Mitigation Pilot - MOU</b>	
Approval of Memorandum of Understanding (MOU): Flooding Mitigation Pilot Program with Prince Georges County DPWT	
<b>Work Session Item [X ] Council Meeting Item [X]</b>	<b>Documentation Attached:</b> MOU Agreement
<b>Recommended Action:</b>	
Staff recommends the approval of this Memorandum of Understanding and the use of budget ARPA funding in the amount of \$500,000.	
<b>Item Summary:</b>	
This project has been underway for several months, and DPWT Staff and Consultants from the Clearwater Partnership will be online to answer questions.	
Key Points of Agreement:	
<ol style="list-style-type: none"> <li>1. The County and Town are entering into an MOU to implement a pilot program, referred to as the "Project," to mitigate floods in Bladensburg.</li> <li>2. The Project focuses on developing preliminary designs for two stream channel systems within Bladensburg: Edmonston Channel and Quincy Run. These designs will evaluate the feasibility of using passive flip-up floodwalls or alternative designs.</li> <li>3. The project's purpose is to identify the causes and extent of flooding along the Quincy Run and Edmonston Channel corridors using modeling and analytical methods.</li> <li>4. The Project aims to recommend solutions to eliminate or reduce flooding for affected properties and provide engineering designs, including Plans, Specifications, and Estimates, for the selected suite of alternatives.</li> <li>5. The project limits are specified as follows: Edmonston Channel, approximately 6400 linear feet from Edmonston Road to 56 Avenue/Spring Road, and Quincy Run, approximately 1900 linear feet from 52nd Avenue to 55th Avenue.</li> </ol>	
In May, the county will send letters to residents asking them to execute the "Right of Entry" (ROE) agreements so that the planning study and efforts can begin.	
The Town Administrator will answer any questions.	
<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> \$500,000 <b>One-Time Cost:</b> Yes - ARPA <b>Ongoing Cost:</b> NA	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [X] No [ ]	<b>Approved Date:</b>

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
PRINCE GEORGE’S COUNTY MARYLAND  
AND  
TOWN OF BLADENSBURG, MARYLAND  
REGARDING FLOODING MITIGATION PILOT PROGRAM**

**RECITALS**

This Memorandum of Understanding: Flooding Mitigation Pilot Program (“MOU”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Prince George's County, Maryland, a body corporate and politic (the "County"), on behalf of its Department of Public and Transportation, and the Town of Bladensburg, Maryland (hereinafter the “Town”) and collectively (the “Parties”).

**WHEREAS**, the purpose of this MOU is to set forth the understandings that shall govern the Parties’ cooperative efforts to develop and implement a pilot program to assist with flooding mitigation in the Town along Edmonston Channel and Quincy Run.

**WHEREAS**, the Flood Mitigation Pilot Program’s purpose is to reduce flooding in the area of Quincy Run and the Edmonston Channel (hereinafter, collectively, the “Project”).

**WHEREAS**, records of flooding issues within the Town can be found as far back as the late 1700’s.

**Whereas**, the County shall design, construct and implement the Project to reduce flooding in the Town.

**WHEREAS**, the Town has committed American Rescue Plan Act (ARPA) funding in the amount of \$500,000 for the pilot program.

**WHEREAS**, the Town has historically experienced a multitude of flooding issues primarily resulting from its proximity to the Anacostia River.

**WHEREAS**, as recently as 2022, residential homes and condominiums within the Town experienced flooding during an especially short-duration, high-intensity storm event.

**Whereas**, the County and Town agree that the construction of the Project will both benefit the parties to this Agreement and promote the health, safety, and general welfare of the citizens of Prince Georges County.

**NOW THEREFORE, WITNESSETH:** that for and in consideration of the mutual promises and other consideration set forth herein, the adequacy of which is acknowledged, the Parties hereto agree as follows:

## 1.0 PROJECT

- 1.1 The County and Town are entering into an MOU for the implementation of a pilot program (hereinafter the “Project”) to address flood mitigation by developing preliminary design of two stream channel systems within Bladensburg: Edmonston Channel and Quincy Run. The two locations will be evaluated for the feasibility of using passive flip-up floodwalls or other alternative designs.
- 1.2 The purpose of the project is to determine the cause and extent flooding along Quincy Run and Edmonston Channel corridors through modelling and analytical methods; recommend solutions to eliminate/reduce flooding for the impacted properties; and provide engineering design (Plan, Specification and Estimates) of the selected suite of alternatives and final construction documents for implementation.
- 1.3 The project limits are as follows: Edmonston Channel, approximately 6400 linear feet from Edmonston Road to 56 Avenue/Spring Road and Quincy Run, approximately 1900 linear feet from 52nd Avenue to 55th Avenue.

## 2.0 PROJECT DESIGN

- 2.1 The design of the Project shall be a collaborative process between the County and the Town. During the Design Phase of the Project, the Parties shall resolve all design issues between themselves, and will not accept the design plans and Specifications for inclusions in the bid package without having first mutually agreed upon all elements thereof.
- 2.2 The County will obtain all necessary Federal, State, and Local permits and approvals and will make best efforts to identify and comply with all applicable rules, Federal and State laws, regulations, and ordinances.
- 2.3 The County will perform all tasks necessary to design the Project and will review and obtain approvals from appropriate governmental agencies. Such permits and approvals shall include, but are not limited to:
  - a) Natural Resource Inventories of every kind including, but not limited to, aquatic species if necessary;
  - b) Tree Conservation Plans;
  - c) Conservation Plans for Chesapeake Bay Critical Area compliance;
  - d) Historic Resource Inventories, Archeological Studies and Surveys;
  - e) Rare, Threatened and Endangered Species surveys;
  - f) Floodplain Studies or revisions;
  - g) Utility relocation plans;
  - h) Transportation Plans, Highway Access Plans, or Maintenance of Traffic Plans; and

- i) Post construction documentation, including but not limited to as-built survey work where necessary.
- 2.4 The Town will be required to review and approve the Project at the following three intervals:
- 2.4.1 Concept Level with Alternative Options
  - 2.4.2 30% Design Level (Preliminary Design)
  - 2.4.3 60% Design Level (Semi-Final Design)
  - 2.4.4 100% Design Level (Final Design) with all permits secured for construction.
- 2.5 The County and their consultants will develop the Specifications and the Plans and Construction Cost Estimates for the Project.
- 2.6 The Parties will determine and conduct regular progress meetings to review and discuss all aspects of the Project.
- 2.7 The County will provide the Town with one (1) set of prints and one (1) set of design support documents for review and comment at each project design milestone. Design milestones generally occur at the 30%, 60%, and 100% plan completion points.
- 2.8 The Town will perform plan reviews, provide written comments, and consult with the County. The Town will complete each review within two (2) weeks.

### **3.0 CONSTRUCTION**

- 3.1 The County will have full responsibility for the construction of the Project.
- 3.2 The County will incorporate appropriate measures to minimize natural resource impacts into the construction drawings for the Project. The County will include requests by the Town in the construction Specifications relevant to the Project.
- 3.3 The COUNTY will obtain all necessary Federal and State permits and approvals and will comply with all applicable rules, Federal and State laws, regulations and ordinances.
- 3.4 The COUNTY will advertise the PROJECT for construction bid, award and administer the construction contract through its contractor, construct the Project as shown on the final plans, Specifications, and approved revisions thereto, and perform construction inspection and material testing/certification.
- 3.5 The County will schedule a pre-construction meeting on-site with the Town personnel.

- 3.6 The COUNTY will provide the Town with all applicable documentation, inspections, and certifications pertaining to the construction of the Project.
- 3.7 The County will act as the point of contact to the contractor during the construction phase of the Project, and only The County will direct the contractor with regard to all aspects of the construction phase.
- 3.8 The COUNTY will take appropriate measures, including adding construction-related safety signs, required to notify the public of any closures/detours caused by the Project.
- 3.9 As requested by the Town, The County will schedule and conduct regular progress meetings with the Town Representative and The County's Contractor to review and discuss all aspects of the Project construction phase activities.
- 3.10 The County will restore areas within the LOD as impacted by the County's/ Contractor's construction activities and as indicated on the mutually approved contract drawings in a timely manner.
- 3.11 When the County has determined that the construction of the Project has been completed, the County will conduct a final inspection, inviting the Town staff to participate. The County will direct the remedy for any problems revealed by the inspection.
- 3.12 Upon completion and final acceptance of the Project, the County will provide the Town with one (1) hard copy set of as-built plans for its review, together with one (1) copy of the as-built plans in an electronic format acceptable to the Town for record keeping.

**4.0 COSTS.**

- 4.1 The Town shall pay \$500,000 from awarded ARPA funds to the County as part of the design and feasible alternatives selection services cost-share of the Project.
- 4.2 The County shall be responsible for the remaining expenses required for the completion of the Design Phase of the Project.
- 4.3 The County shall construct and install the components of the Project at the sole expense of the County. The Town will provide review, approval, and input throughout the design and implementation process. The County and Town shall collaborate during all phases of the Project.

**5.0 TERM.**

5.1 The term of this MOU shall commence on the Effective Date and shall expire on June 30, 2027 (the “Initial Term”). This MOU may be extended for one (1) additional term of two (2) years provided the County notifies the Town in writing by at least six (6) months before the end of the current term. Any renewal shall be subject to the conditions outlined in this MOU's provisions.

5.2 This MOU shall expire at the end of the Initial Term unless the parties mutually agree in writing.

**6.0 MAINTENANCE**

6.1 The County shall be responsible for the maintenance of the Project upon completion of the Project and will notify the Town of what maintenance activities shall be included with requisite timelines within 30 days of completion. The County will provide the Town with Maintenance Operations Documentation for record keeping.

**7.0 NOTICES AND COMMUNICATION**

7.1 Any legal notices required under this MOU shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following addresses and individuals or at such other addresses and/or individuals a Party may identify in writing to the other Parties:

**To the County:**

Michel D. Johnson, PE  
Director of Department of Public Works & Transportation  
9400 Peppercorn Place  
Suite 300  
Largo, Maryland 20774

County Attorney  
Prince George’s County Office of Law  
1301 McCormick Drive  
Suite 4100  
Largo, Maryland 20774

**To the Town of Bladensburg:**

Michelle Bailey Hedgepeth  
Town of Bladensburg Administrator  
4229 Edmonston Road, Bladensburg MD 20710  
Phone 301-927-7048  
Mobile 667-392-7642  
Email: mbaileyhedgepeth@bladensburgmd.gov

**8.0 COMMUNICATIONS TO THE PUBLIC**

- 8.1 The Parties will have joint responsibility for any communications made to the public, shall host joint public meetings, and ensure meetings are accessible to “non-English” speakers.
- 8.2 The County and the Town will schedule regular community meetings with stakeholders (residents) and distribute communication materials, including but not limited to door hangers, flyers, letters, and presentations, at a minimum, during the 30, 60, and 100 percent design milestones.

**9.0 INDEMNIFICATION.**

- 9.1 Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its employees, deputies, officers, or agents in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties, or between the Town and any consultants or contractors under contract with the County. The County will require any consultant or contractor providing design or construction services under contract for the Project to name the Town as an additional insured for all insurance coverages except workers’ compensation and errors and omissions.

**10.0 MODIFICATION**

- 10.1 This MOU and any annexes or addenda thereto may be modified upon the mutual written consent of the Parties.

**11.0 DISCONTINUATION**

- 11.1 Any Party may discontinue, suspend or terminate the Project by giving 60 days prior written notice to the other Party.

**12.0 RIGHT OF ENTRY**

- 12.1 The Town hereby grants unto the County, its agents, consultants, contractors, employees, officials, and representatives, the right to enter in, upon, over, and through the site of the Project for purposes of designing, construction, and completing the Project.

**13.0 EASEMENTS**

13.1 The Parties will determine the governing policy regarding easements for construction and maintenance once an alternative is selected and the Design Phase is underway.

**14.0 GENERAL PROVISIONS**

14.1 No Waiver of Sovereign Immunity. Nothing in this MOU, nor any action taken by any Party pursuant to their MOU, nor any document that arises out of the MOU shall constitute or be constituted as a waiver of either the sovereign immunity or governmental immunity of the Parties.

14.2 Obligations Contingent. All obligations of the Parties under this MOU are contingent on compliance with personnel budgeting, purchasing, and expenditure laws, regulations and requirements governing laws of the respective Parties as applicable to each Party, including, but not limited to, all applicable county and/or city codes and charters.

14.3 Funding. All financial obligations of the Parties under this MOU, including all obligations that require the expenditure of funds, are contingent upon the availability of appropriated funds from which payment can be made.

14.4 Dispute Resolution. In the event that the Parties are unable to resolve a dispute, the affected Party or Parties may submit the dispute to a mediator, acceptable to all affected Parties, for the purpose of facilitating discussion and receiving new perspectives on the issues and new proposals for compromise. The Parties involved in the mediation shall share the cost of the mediation equally. Such mediation shall not be binding on any Party. Each Party reserves all remedies available at law or in equity for violations of this MOU.

14.5 Governing Law and Venue. This MOU shall be construed and enforced in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this shall be submitted to the in personam jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Prince George’s County, Maryland. The Parties hereby waive any claim against or object to in personam jurisdiction and venue in the courts of Prince Georges County Maryland.

14.6 Entire Agreement. This MOU contains and embodies the entire agreement of the Parties. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained herein shall be of any force and effect. This MOU may not be amended or modified in any manner other than by an agreement in writing approved by the Parties and duly signed by authorized persons on behalf of all the

Parties. The Parties, through their respective authorized representatives, have executed this MOU on the dates indicated below.

- 14.7 Severability. If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
- 14.8 Assignment. No Party shall subcontract or transfer the rights it has, or the obligations imposed on it by this MOU without the prior written consent of all the other Parties.
- 14.9 Binding Effect. The terms of this MOU shall be binding on and enforceable against the Parties and their respective successors and assigns.
- 14.10 Authority of Signatories. The signatories hereto, each and respectively, warrant that he or she has the full right, power, and authority to execute, acknowledge, seal, and deliver the MOU and to perform the transaction contemplated by this MOU. This MOU has been duly executed, acknowledged, sealed, and delivered by the Parties as their legal, valid, and binding obligations, enforceable against the Parties, respectively, in accordance with its terms, provided that nothing set forth in this MOU shall incur the benefit of, or be enforceable by, any third-party other than the Parties, there being no other third-party beneficiaries intended or implied.
- 14.11 Recitals. The Recitals are hereby incorporated into this MOU.

***]Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this MOU under seal, with the intention of making it a sealed instrument, as of the date first above written.

**Prince George’s County, Maryland**

BY: \_\_\_\_\_

Floyd D. Holt  
Deputy Chief Administrative Officer  
for Infrastructure/Environment/Technology

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed and Approval Recommended  
Michael A Jackson, P.E., Director  
Department of Public Works &  
Transportation

**Town of Bladensburg, Maryland**

BY: \_\_\_\_\_

Takisha D. James, Mayor  
Town of Bladensburg

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suellen Ferguson, Town Attorney  
Approved as to Legal Sufficiency

## EXHIBIT A

### DEFINITIONS:

**Construction Plans.** The graphic scaled depiction of a property's existing and proposed conditions provides information such as the location of all existing features and proposed improvements. A local government usually requires Construction Plans for all development and redevelopment of a property, including new features, the alteration of or addition to existing structures, and any other type of land development.

**Design Phase.** This portion of the project is dedicated to the planning and graphic depiction of all proposed improvements. Design will include the layout of the proposed plan elements, the development of language describing the proposed improvements and work effort and the development of pricing to complete the proposed work effort.

**Natural Resource Inventory.** A written description and plan format indicating the naturally occurring plants and animal habitats observed on a specific property.

**Plans and Construction Cost Estimates.** The combination of graphic drawings and written language describing the work effort and costs associated with a specific construction of a project. Usually, these items are grouped into one comprehensive package.

**Specifications.** A written set of descriptions identifying performance standards and expectations of any given number of products.

**Scope of Work.** A written or verbal description defining a of a desired effort to be completed. The Scope of Work will describe the desired outcome and provide project performance standards.

# Town Budget Update

May 13, 2024

Special Town Council Meeting

Michelle Bailey Hedgepeth, Town Administrator

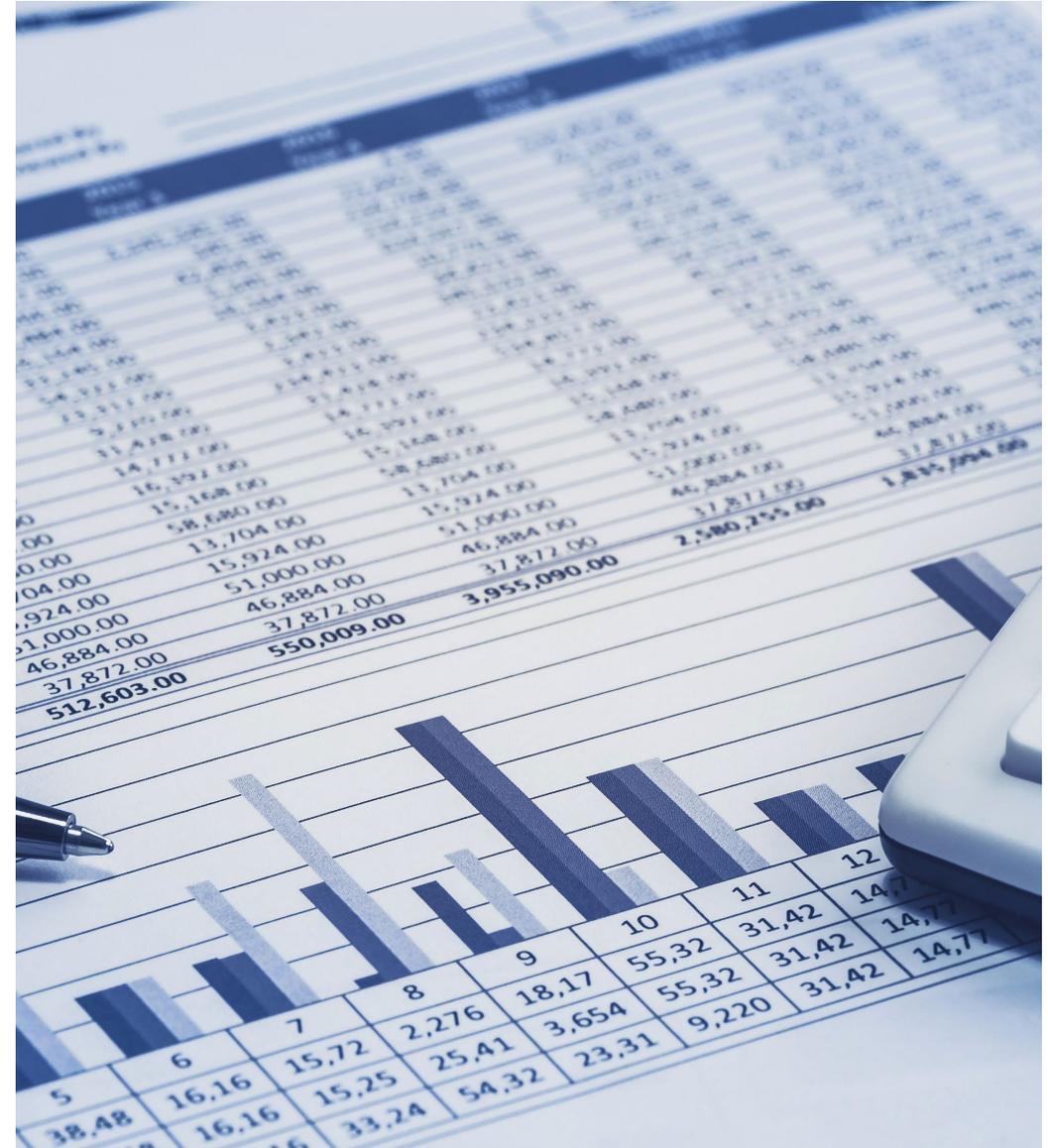
Vito Tinelli, Town Treasurer



# Agenda

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- What have we heard from the Council in Session 1 & 2
- Budget Assumptions
- FY 2025 Budget Summary Page
- Revenue Options
- Other Needs



# What have we heard from the Council in Session 1

## Future use of remaining ARPA Funds for Projects

- Use of remaining funds for long-lasting projects

## Council Items Budget Items

- Need for additional funding for Council Business Development and Membership Dues
- Additional Funding for Community Events
  - More Coordination between Town and Police Events
- Addition of Funding for Community Youth Sports / Boys and Girls Club
- Funding for Community Assistance (Food) through ARPA

# What have we heard from the Council in Session 2

## Changes to Budget Line Items

- Updates will be provided to specific items noted by the Council
  - Port Town Transportation Service
  - Vehicle Replacements (VERF)

## Revenue Items

- PROPOSED: TAX RATES FISCAL YEAR 2025 RAILROAD AND PUBLIC UTILITY TAX
- PROPOSED: Tax Rates Increases for Apartments in the Town
  - Need input on amount for advertising.

# Budget Assumptions

## Compensation Increases

- COLA and Merit of 4.5% included

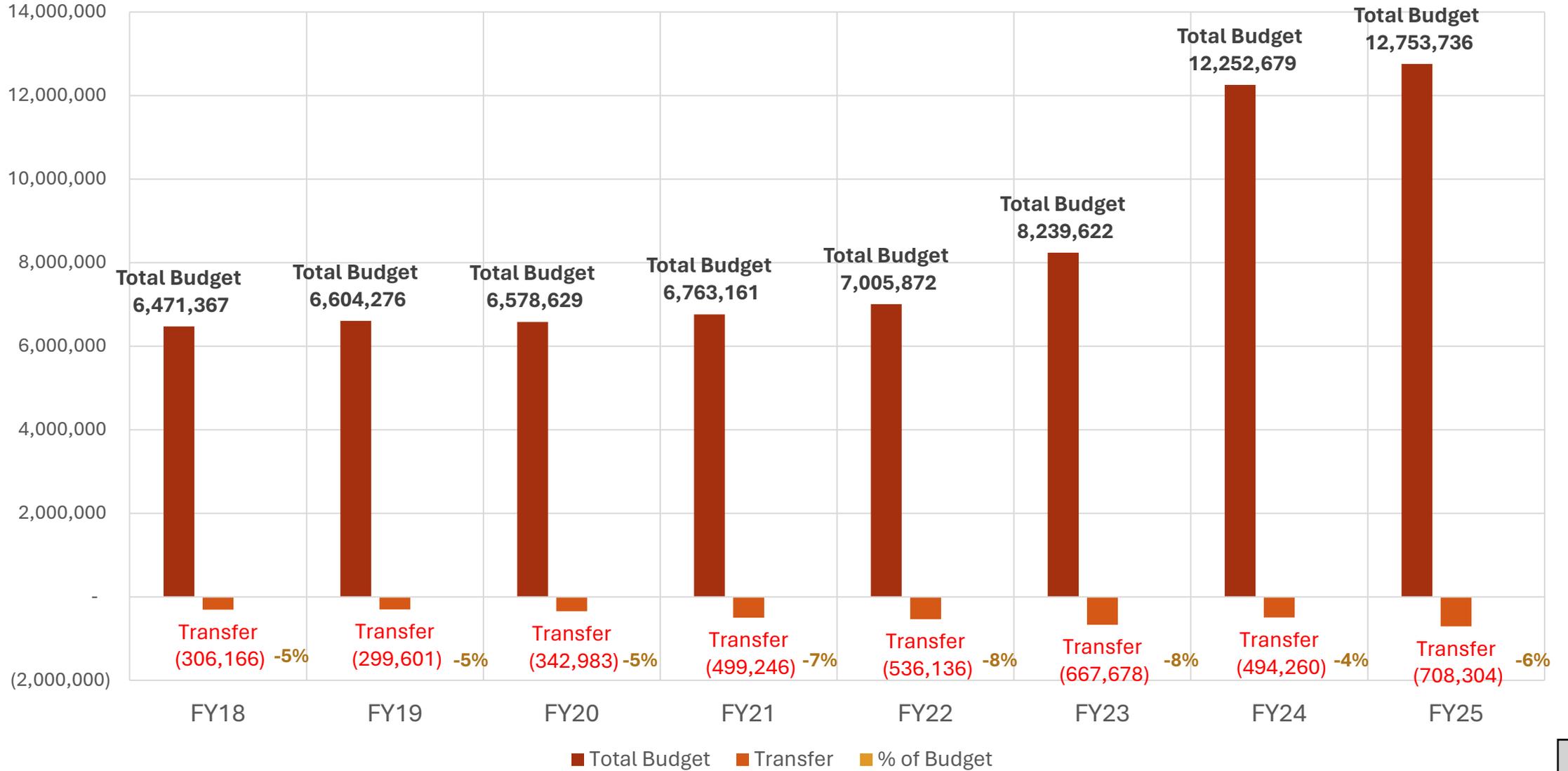
## Capital Projects

- \$2.2M of Total Capital Projects to be Completed
  - \$1M of Federal Earmark towards Trade School
  - \$800K State Bond Bill Usage for Construction of New Town Hall
  - \$400K of State Bond Bill Usage for Bostwick

## Transfer from Fund Balance

- (\$708,304) transfer from Fund Balance or 6% needed to balance budget
- Have previously utilized between 4% and 8% of Fund Balance transfers to balance budget

### Budgeted Fund Balance Transfers



**Town of Bladensburg  
FY25 Draft Budget**

Section 4, Item C.

	FY23 Budget	FY24 Budget	FY25 Budget	% of Total	Inc. over FY24
<b>REVENUES</b>					
Real Estate Taxes	4,044,062	4,179,813	4,440,810	35%	6%
Business Personal Property Taxes	775,000	1,045,000	1,075,000	8%	3%
Income Tax	600,000	600,000	650,000	5%	8%
Other Local Taxes	32,000	40,000	20,000	0%	-50%
Licenses and Permits	210,000	205,000	215,000	2%	5%
Federal Funding	2,378,117	2,438,133	1,250,000	10%	-49%
State Funding	374,026	735,200	1,827,766	14%	149%
County Funding	24,856	24,856	24,856	0%	0%
Service Charges	1,453,750	1,312,418	2,081,000	16%	59%
Other Revenues	90,000	193,000	351,000	3%	82%
Grants	-	300,000	110,000	1%	-63%
Transfer from Speed Camera Fund Bal.		684,999			-100%
Transfer from Fund Balance	495,234	494,260	708,304	6%	43%
<b>TOTAL REVENUES</b>	10,477,045	12,252,679	12,753,736	100%	4%
<b>EXPENDITURES BY DEPARTMENT</b>					
Mayor and Council	262,635	289,426	323,510	3%	12%
Town Administrator	189,035	437,743	455,943	4%	4%
Clerk	319,298	347,903	404,266	3%	16%
Finance	425,087	420,934	397,295	3%	-6%
Subtotal Administration	1,196,055	1,496,006	1,581,014	12%	6%
Public Safety / Traffic Enforcement	6,291,603	7,181,931	7,308,204	57%	2%
Public Works	1,071,100	1,328,742	1,304,518	10%	-2%
ARPA (other than full time compensation)	1,918,287	1,646,000	250,000	2%	-85%
Grants - Restricted	-	300,000	110,000	1%	-63%
Capital Projects - Federal/State Funds		300,000	2,200,000	17%	633%
<b>TOTAL EXPENDITURES</b>	10,477,045	12,252,679	12,753,736	100%	4%
<b>Surplus/(Deficit)</b>	-	-	-		



# Revenue Items to Consider

# PROPOSED: TAX RATES FISCAL YEAR 2025 RAILROAD AND PUBLIC UTILITY TAX

**What is the RAILROAD AND PUBLIC UTILITY TAX?** In the State of Maryland, Public Utilities are regulated as “public service companies.” The Railroad and Public Utility assessments are certified by the Department of Assessments and Taxation, State of Maryland. The Public Utility and railroad property include all property needed to operate the business in the Town. It includes real property, such as lands and buildings. It also includes personal property such as telephone or electric poles, towers, lines, cables, meters, transmission, distribution mains, and other equipment used to operate the utility.

**Current Rate:** 2.09 per \$100 of Assessed valuation

**Proposed Rate:** 2.75 per \$100 of Assessed valuation

# PROPOSED: Tax Rates Increases for Apartments in the Town

**What does this mean?** A real property tax is a local tax on the value of real estate. The property owner will receive a property tax bill each year. The property tax bills for the residents of the Town of Bladensburg are issued in July / August of each year by Prince George's County. The tax bill amount is determined by two factors: (1) the assessments and (2) the property taxes.

**Currently, the overall Residential Tax Rate is \$0.74 per \$100 of assessed value.**

**All other residential areas would remain at \$0.74 per \$100 of assessed value.**

**Proposed Apartment Tax Rates: \$0.80 or 0.85**

# Revenue Items

## Increase Utilities and Railroads Business Tax:

- Increasing Business Personal Property Tax on Utilities and Railroads from \$2.09 to \$2.75 per \$100
- Total potential increase: \$74,637
- Requires only a **Mayor and Council Action**

## Increase Real Estate Tax for Multi-Family Units:

- Option 1 - Increasing real estate tax rate from \$.74 per \$100 to \$.80 per \$100
- Total potential increase: \$118,534
- Option 2 - Increasing real estate tax rate from \$.74 per \$100 to \$.85 per \$100
- Total potential increase: \$217,312
- Requires a **Mayor and Council Action and a Constant Yield Hearing**

# Other Needs



Public Safety Vehicles and VERT - \$200,000



Public Safety Rental Space - \$ 50,000 (recurring \$35,000)



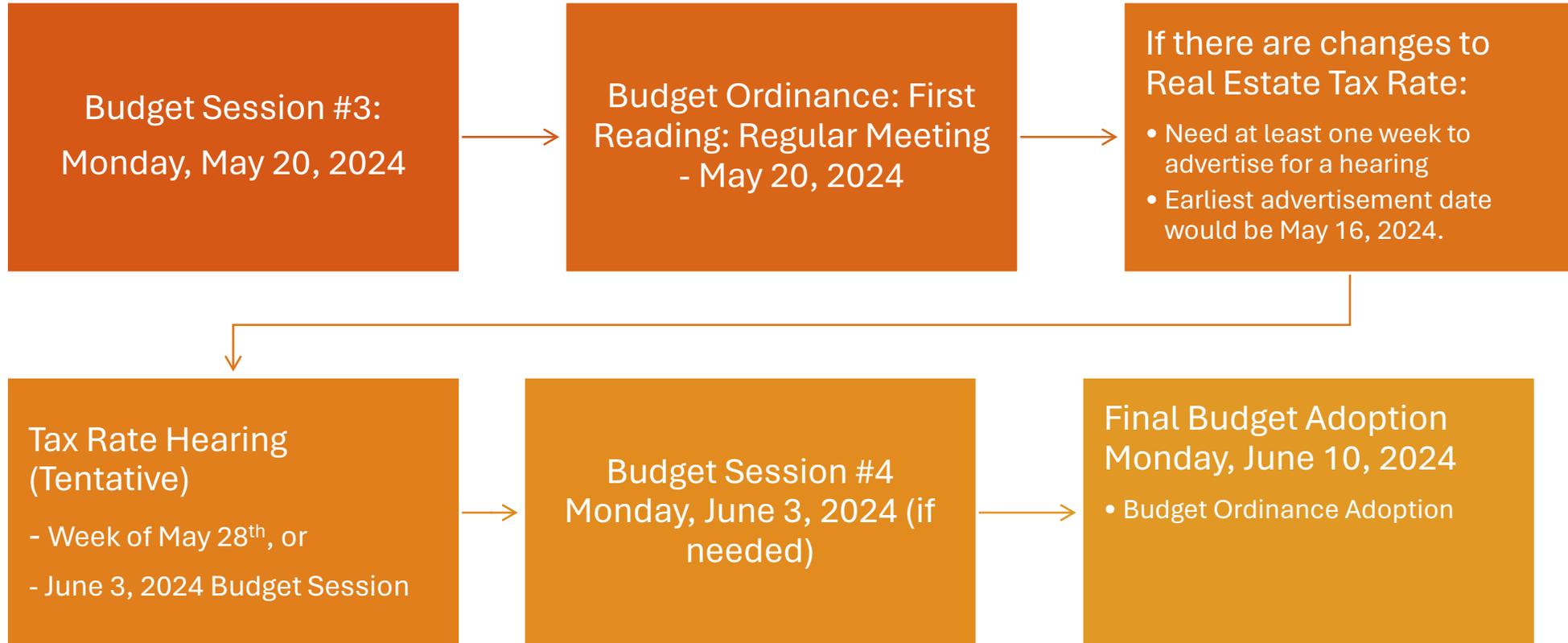
Public Works Director - \$120,000 annually



Community Projects – Remaining ARPA Funds

Community Assistance: \$25,000  
Community Youth Programing: \$25,000

# Next Steps





# Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Michelle Bailey Hedgepeth, Town Administrator
<b>Item Title: Bostwick House / TAP Update</b>	
An update on the Bostwick House and the TAP Presentation	
<b>Work Session Item [X ]</b> <b>Council Meeting Item [X]</b>	<b>Documentation Attached:</b> ULI PowerPoint Site Improvement Document
<b>Recommended Action:</b>	
INFORMATION ONLY.	
<b>Item Summary:</b>  This item was developed to provide the Council and the Public with an overall update on the work done at Bostwick House. The ULI TAP provided an initial report to the Town Council, which is attached. Staff has begun to apply for and seek funding for the Site Improvements suggested by the Panel, which will allow the Town to bring events to the site on a regular basis. ULI’s final report will be ready in mid-June 2024  Town staff continues to meet with the Aman Trust to work on the stabilization projects and use the existing Bond Bill funding.  The Town Administrator will be able to answer questions from the Council.	
<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> <b>One-Time Cost:</b> NA <b>Ongoing Cost:</b> NA	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [ ] No [ ]	<b>Approved Date:</b>

## Town of Bladensburg – Bostwick House Site Improvements



Figure 1 Aman Trust - <https://amanmemorialtrust.org/>

**What is Bostwick House?** Bostwick, a jewel of Bladensburg's history, is an eighteenth-century site in Maryland. It comprises an elegant Georgian-style main house, multiple outbuildings, and landscaped grounds. Constructed in 1746 by Christopher Lowndes, a locally prominent, English-born merchant, Bostwick is a testament to Maryland's colonial elite's wealth and aesthetic tastes. Its strategic location on the Eastern Branch of the Anacostia River made Bladensburg one of several small but important commercial centers in early Prince George's County. From the

import and sale of dry goods to shipbuilding and ropemaking, Lowndes' various business ventures paint a vivid picture of the diversity of regional economic activity in the eighteenth-century Mid-Atlantic. Bostwick, a property where Christopher Lowndes also owned and traded slaves, represents an important part of the early African American experience in Maryland.

The House is situated on approximately seven (7) acres of land in Bladensburg. Over the last 30 years of ownership, the Town of Bladensburg has engaged in several studies and strategic planning efforts to develop a conceptual use and implementation plan for the main house and adjacent Bostwick property. These improvements include building adjacent structures for restrooms, which aim to preserve the site's historical integrity while making it more accessible and engaging for the community.

**About Bladensburg:** Bladensburg is a town of 9,660 (Census, 2020) residents located in Prince George's County; it is a small community in an Urban Area with an average median household income of \$58,619 (Census, 2022), which places many of its residents in the 60% of Area Median Income (AMI) for the metro area. Bladensburg has changed significantly from a deep-water port town platted in 1742 to a dynamic and ethnically diverse Prince George's County community. Its population is 45% African American and 45% Latino. Its residents comprise a workforce of both white—and blue-

collar jobs, with occupations such as service providers, sales and office workers, and professionals.

**Recent Updates ULI – Technical Assistance Panel:** In April 2024, the Town of Bladensburg engaged with the Urban Land Institute (ULI) Washington, DC Chapter to conduct a Technical Assistance Panel (TAP) to evaluate the site development and its community use. The Town sought advice from ULI with a vision in mind to transform Bostwick into a community anchor, a place that extends its influence beyond its fence line. The Town has owned and maintained the Bostick House since 1996. The goal of the TAP is to activate the property better, protect its character-defining features, and make it more of an asset.

The Town of Bladensburg requested assistance from the Urban Land Institute through a Technical Assistance Panel (TAP) in its quest to find opportunities for this underused location. This TAP aims to find the most viable use(s) in a concept encompassing economic vitality, preservation and adaptive reuse, accessibility and connections, open space, meaningful historical interpretation, and placemaking. The panel deliberated on these issues for over two days and presented its recommendations, which were informed by input from community, municipal, and private sector stakeholders.

**Community Partners:** The Town is fortunate to have stewardship partners in the Aman Memorial Trust, the University of Maryland, and the Anacostia Watershed Society. The property is a designated historic site on Prince George’s County’s Illustrated Inventory of Historic Sites and Districts and the National Register. The Maryland Historical Trust and M-NCPPC hold preservation easements on the property.

**TAP Panel Findings:**

## RECLAIMING BLADENSBURG



CONNECT FROM OUTSIDE IN



CREATE NEW RESIDENTIAL



CREATE TOWN CENTER



Washington

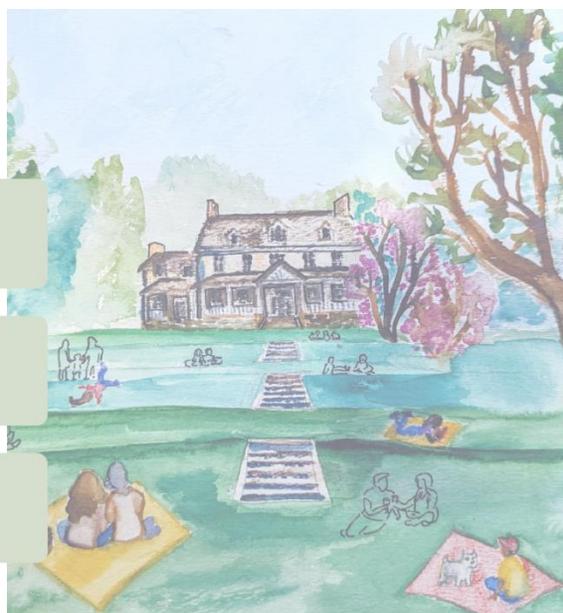


Image Credit: ULI Panel

### Explanation of the Project/Program and Justification for the Use of Taxpayer Funds:

The Town of Bladensburg is seeking \$275,000 in taxpayer funds for site improvements at Bostwick House, with the primary goal of enhancing community engagement and revitalization efforts. The Town owns the site and has the legal authority to borrow funds and all of the other items required by the USDA. As a small community, the town has struggled to obtain conventional funding for this project and other improvements to the property. To complete this project, the town will also complete regulatory and environmental reviews of the site.

These improvements will involve creating adjacent restrooms and storage facilities to support various community events at the site. Additionally, the project includes the construction of public restrooms and any necessary archaeological studies to minimize ground disturbances during these improvements.

The rationale for these site improvements lies in several key factors:

1. **Community Engagement for Special Events:** The enhancements aim to facilitate community events and activities at the Bostwick House site, fostering greater participation and interaction among residents. The town seeks to encourage more frequent and diverse site use by providing essential facilities like restrooms and storage, thereby promoting community cohesion and local pride. Currently, the site has limited access for residents, and this will allow people to use the grounds for outdoor events and festivals.

- 2. **Economic Revitalization:** The development of these facilities is viewed as an opportunity to attract more attention and investment to the Bostwick House site. By making it more accessible and accommodating for events, the town hopes to generate increased interest from visitors, potentially leading to greater economic activity in the area through tourism, local spending, and potential business opportunities.
- 3. **Preservation and Reinvestment:** The project aligns with efforts to preserve and promote the historical and cultural significance of the Bostwick House site. By creating infrastructure that supports public access and engagement, the town aims to ensure the continued relevance and sustainability of the site for future generations. This reinvestment in the site reflects a commitment to preserving local heritage while also fostering its continued use and enjoyment by the community.



Image Credit: Shirl Spicer, MNCPPC Parks

**Additional Project Information (TAP):** The findings of the TAP have highlighted an immediate opportunity to activate the site and allow residents and visitors to enter the grounds while the House is undergoing restoration and stabilization efforts. The first phase of community activation will involve **Site Improvements**, which will create adjacent restrooms and storage facilities to facilitate community events at the site. Additionally, the project will include the building of public restrooms and any archeological (ground disturbances studies) that are required for these improvements; the development of these facilities will allow the Town to use the site for special events and activities to bring more attention to the

site for reinvestment and use.

The TAP outlined the following items that specifically apply to this project (this has been summarized and revised for the presentation):

**Year 1: Site Improvements**

- Create and explore the development of 4-stall public restrooms (2 ADA toilets; 2 regular/family toilets, compostable)
- Selectively deconstruct and rebuild with concrete slabs and outbuildings.
- Providing a public toilet is necessary for any outdoor programming at scale.

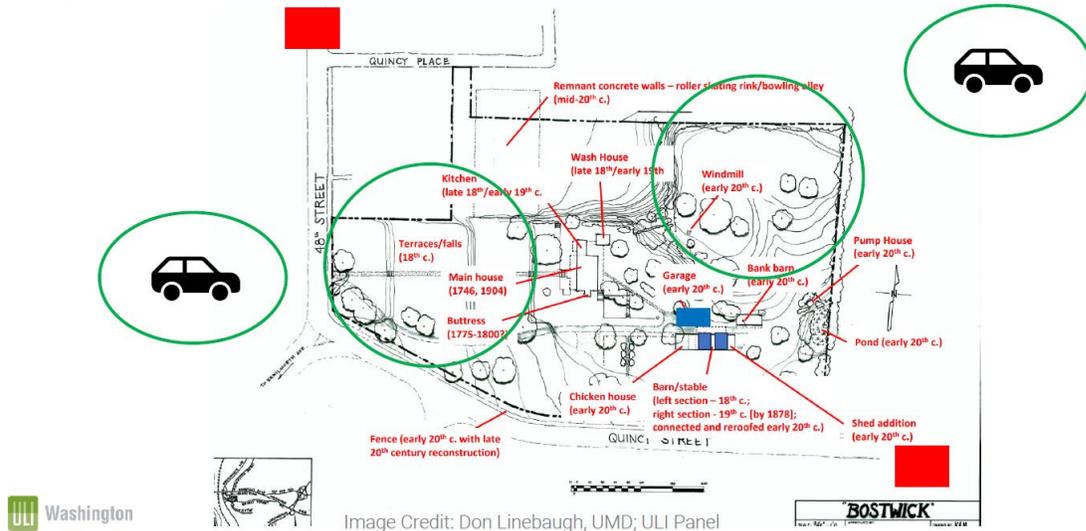
These improvements would support:

**Years 2-3: Bostwick House Programming / Site Activation**

- 4 Annual Events (Spring -Summer –2 Fall) throughout the year sponsored by the Town.
- Spring = environmentally focused event // Summer = Fourth of July // Fall = Harvest Festival and Founders Celebration (rotating between (4) towns annually
- Open and Free to the Public: Activating Grounds for Public Programming on a Regular Basis

**Years 2-3: Activity Zones**

Activating Grounds for Public Programming on a Regular Basis

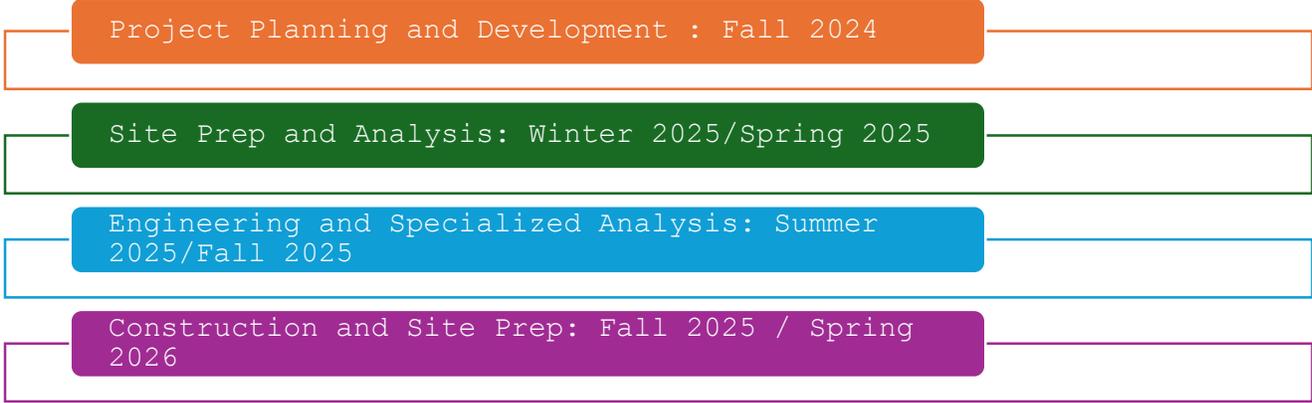


**Project Request Budget Items:**

Budget Items	Estimated Amounts
Site Prep Work and Archeological Fees	<b>\$125,000</b>
Construction Cost – Restrooms	<b>\$250,000</b>
Consulting Fees and Engineering Costs	<b>\$75,000</b>

Contingency (historic site)	<b>\$50,000</b>
Total Budget	<b>\$500,000</b>

**Potential Project Timeline:** The timeline for the Town is based on what we see as a reasonable high-level overview of what to expect for the Site Improvement Project that would allow the Town to host more visits and use the outside properties.



**Conclusions:** Bostwick House is a jewel in Bladensburg that is not readily accessible to the public. The current configuration does not allow the facilities to support larger-scale events for the public. This improvement project would open the property by bringing more events and opportunities for residents to learn about the area's history and use an amenity of the open space and sprawling lawns, which would be perfect for outdoor movies, cultural festivals, and other options.

**Project Contact:**

Michelle Bailey Hedgepeth, Town Administrator  
 Town of Bladensburg  
 4229 Edmonston Road  
 Bladensburg, MD 20170  
[mbaileyhedgepeth@bladensburgmd.gov](mailto:m BaileyHedgepeth@bladensburgmd.gov)  
 (301)927-7048  
 (667)392-7642

# The Bostwick Technical Assistance Panel

## Presentation of Recommendations

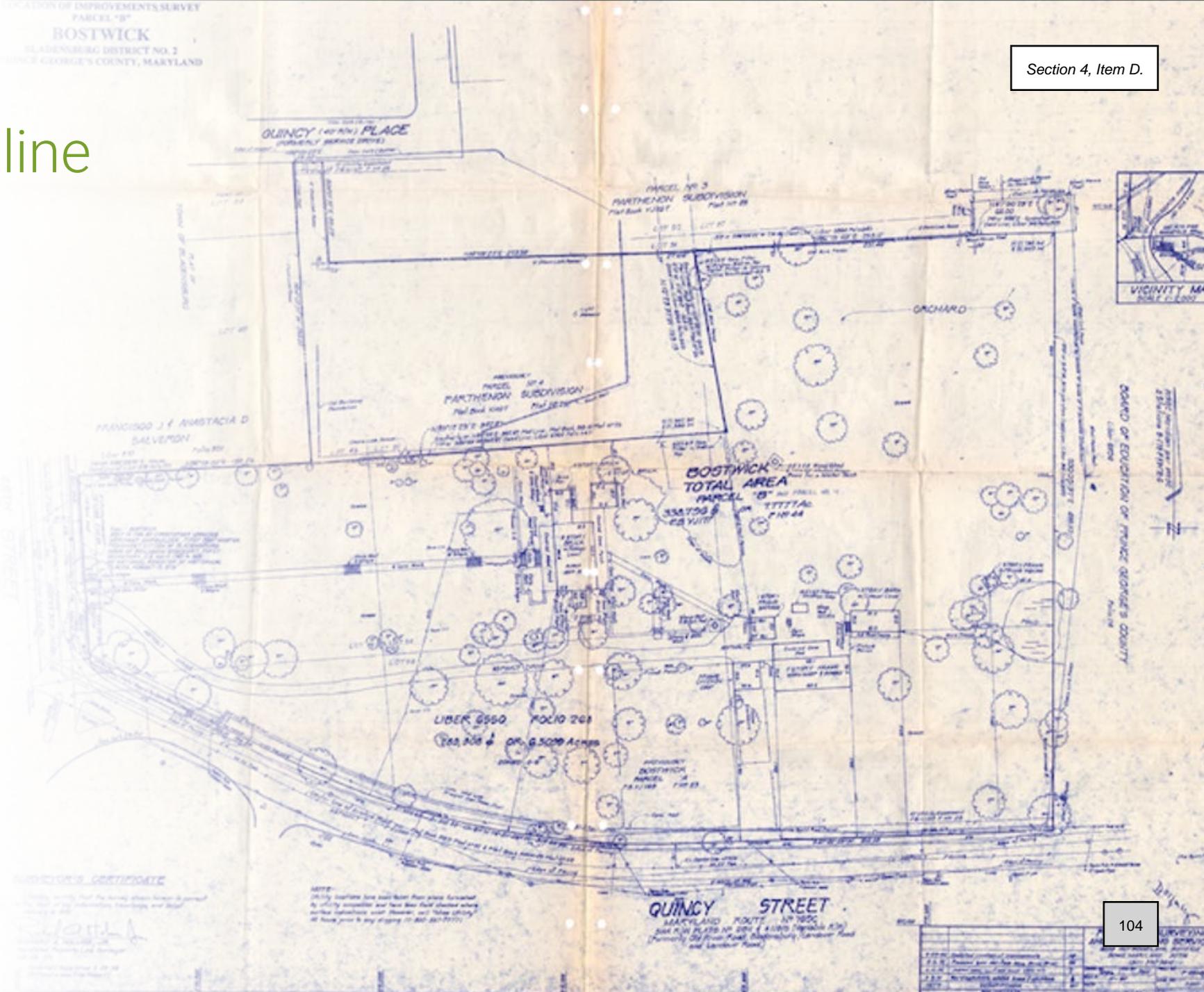
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THURSDAY, APRIL 18, 2024



# Presentation Outline

- TAP Process
- Meet the Panel
- The Assignment
- Stakeholder Input
- Vision
- Strategic Approach
- Recommended Phasing
- Economic Tools
- Q&A



# What is a TAP?

**The Technical Assistance Panel (TAP) offers technical analysis to communities and organizations facing land-use challenges.**

ULI members volunteer their time to provide unbiased, expert advice and specific recommendations for improvement. Local industry leaders draft a plan to revive, rethink, and restore communities to ultimately enact change and improve the lives of people in the DC region

## Day One

- Meetings with sponsor representatives
- Interviews with stakeholders and community representatives

## Day Two

- Work session to develop recommendations
- Presentation to sponsor and stakeholders

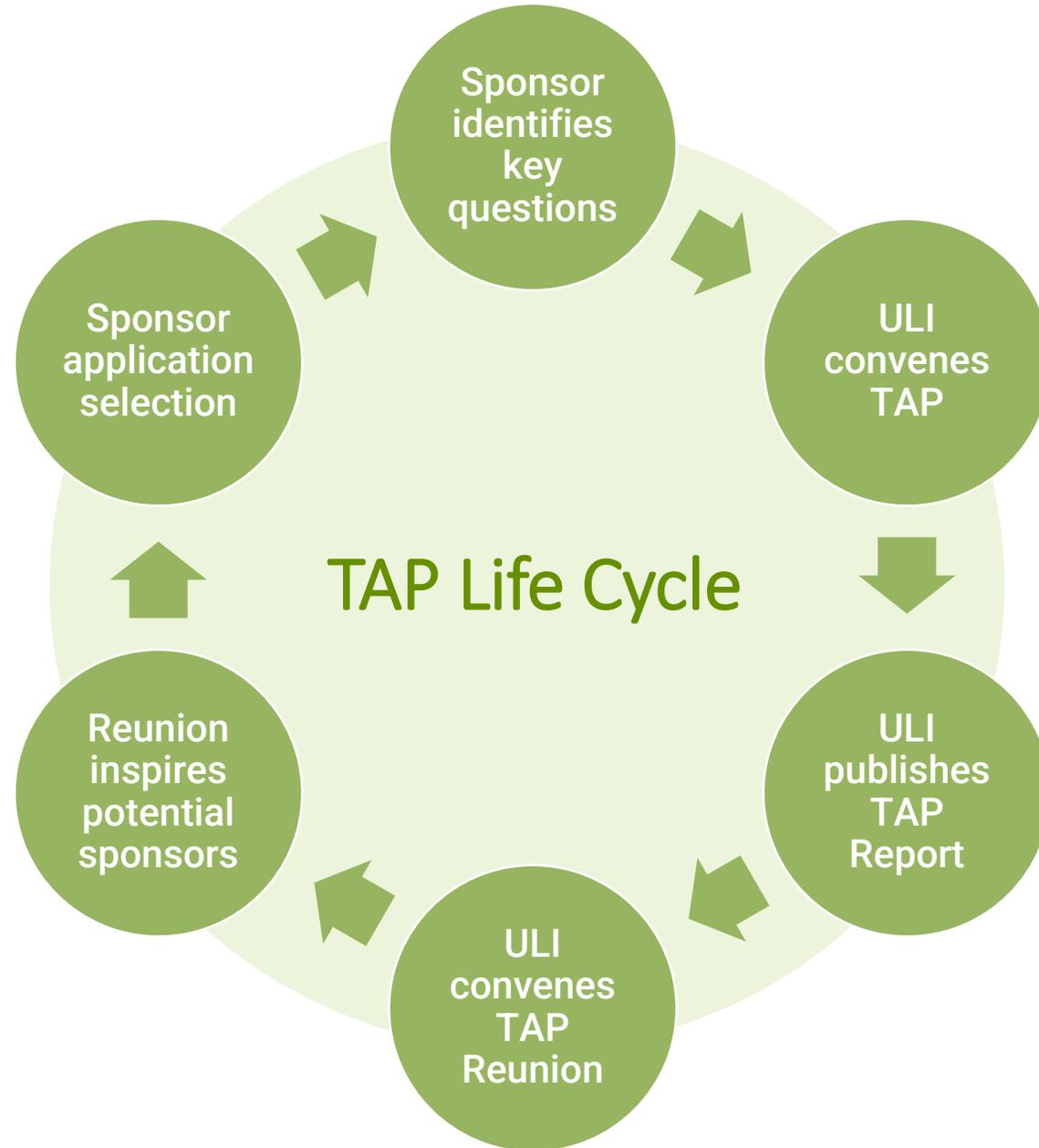
## How does ULI provide this assistance?

A community group or organization approaches ULI with a request.

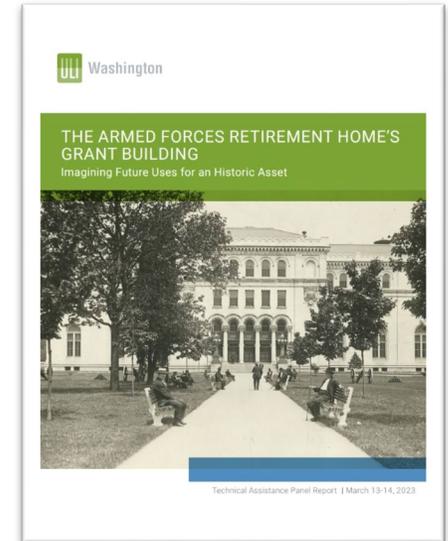
**ULI convenes a group of experts to focus on specific questions in a concentrated, finite effort and communicates the results.**

- group of experts = Technical Assistance Panel
- specific questions = defined by the sponsor
- concentrated, finite effort = two intense days
- communicates the results = presentation to the sponsor *and* published report

**Sponsor pays a fee for service (\$25,000) to ULI Washington.**



Section 4, Item D.





# Panelists & Staff



**Rebecca Ballo**

M-NCPPC – Montgomery Co.  
Historic Preservation Office

**Panel Chair**



**Jennie Black**

HKS, Inc.



**Brad Cambridge**

Beyer Blinder  
Belle



**Alecia Hill**

FCP



**Stacy Kaplowitz**

Lincoln Avenue  
Communities



**Ronnie McGhee**

R. McGhee &  
Associates



**Rayya Newman**

Triple Line Studio



**Shirl Spicer**

M-NCPPC Parks,  
Montgomery Co.



**Payton Chung**

Westover Green  
Report Writer



**Marc Gazda**

ULI Washington  
Staff

# The Assignment

## The Goals of the TAP



Image Credit: The Aman Trust

- 1. Illustrate the Pros & Cons of viable adaptive reuse strategies for Bostwick**
- 2. Identify and enhance the most meaningful physical and cultural connections to the Town**
- 3. Develop financial incentives to make Bostwick attractive for development**
- 4. Balance Historic Preservation goals with the need to serve the present community**

# The Assignment

## The Big Questions to Answer

### 1: An Economically Viable Adaptive Reuse Strategy

**What is the most viable use for the property that serves the community and adheres to HP standards?**

### 2: Historic Relevance

**How can the site's history be relevant to the Bladensburg community of today?**

### 3: Critical Connections

**How to most effectively connect the property to adjacent and nearby cultural and recreational assets?**

### 4: Financial Incentives

**What financial incentives will ensure a viable long-term use of the property for reuse and ongoing maintenance?**



Image Credit: ULI Panel

# Thank You to Our Incredible Stakeholders!

**Mike Arnold**, *Prince George's Heritage*

**Meagan Baco**, *Anacostia Trails Heritage Area*

**Trina Brown**, *Town of Bladensburg Council*

**Amelia Chisholm**, *M-NCPPC Historic Preservation*

**Edward Day**, *M-NCPPC Natural & Historic Resources Division*

**Kalisha Dixon**, *Town of Bladensburg Council*

**Patrice Emezie**, *State Highway Administration*

**Hannah Erickson**, *Prince George's County Memorial Library System*

**Sukirti Ghosh**, *Rhodeside Harwell*

**Renee Green**, *Aman Trust / Bladensburg Green Team*

**Tom Gross**, *M-NCPPC Historic Preservation*

**Jarryd Hawkins**, *High Street Strategies*

**Ellen Hoffman**, *M-NCPPC*

**Kay Holloway**, *Friends of the Bladensburg Branch Library*

**Winstina Hughes**, *State Highway Administration*

**Collin Ingraham**, *Maryland Historical Trust*

**Mayor Takisha James**, *Town of Bladensburg*

**Susan Kern**, *University of Maryland*

**Christiana Limniatis**, *Preservation Maryland*

**Emily Lutz**, *M-NCPPC*

**Carrol McBryde**, *Town of Bladensburg Council*

**Susan McCutchen**, *We Lead By Example Inc.*

**Melisa Morgan**, *Decatur Heights Baptist Church*

**Carolyn Nosacek**, *Maryland Historical Trust*

**Sam Parker**, *Aman Trust*

**Josephine Selvakumar**, *Prince George's' County Planning*

**John Sower**, *Aman Trust*

**LaToya Thomas**, *Brick & Story*

**Steve Weitz**, *State Highway Administration*

**Chris Williams**, *Anacostia Watershed Society*

**Valerie Woodall**, *Anacostia Trails Heritage Area*

**Tyson Slocum**, *Bladensburg Resident*

# Stakeholder Roundtable Session



# What We Heard in Stakeholder Roundtables:

Embrace and represent a Living History of Bostwick

The process needs to be community-led

Needs to be **safe** and accessible

“Bladensburg is the **greatest story never told**”

The property needs a **good operator**

A place for “**Nurturing Nature & Life**”

Activate the **whole site**, not just the house

This should be a **destination**, not a pass-through

The new use has to be **sustainable**

# Vision

# RECLAIMING BLADENSBURG

# RECLAIMING BLADENSBURG



CONNECT FROM OUTSIDE IN



CREATE NEW RESIDENTIAL



CREATE TOWN CENTER



Section 4, Item D.

# BOSTWICK – THE NEW CENTER OF BLADENSBURG

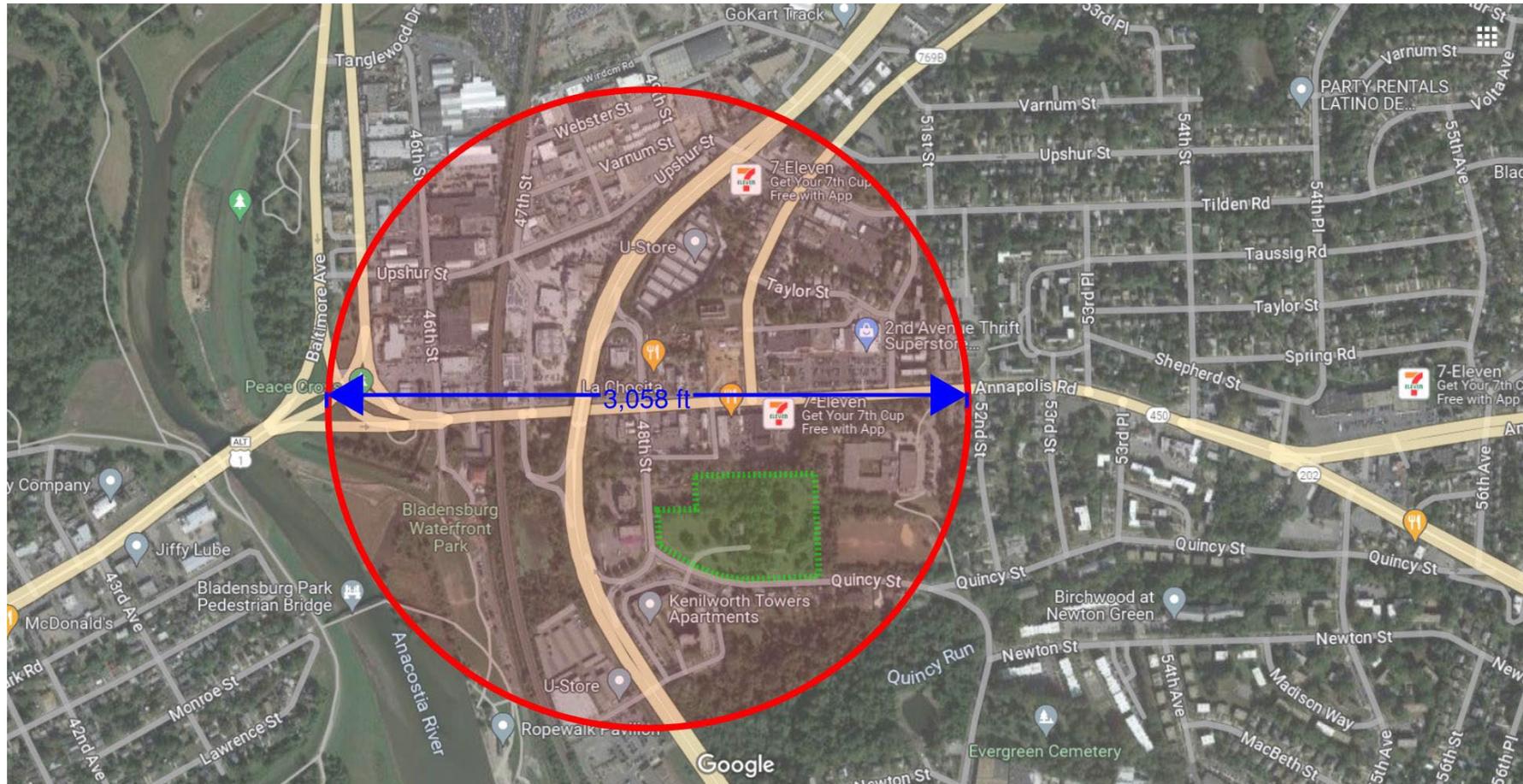


Image Credit: Google Maps & ULI Panel

# STRONGER TIES BETWEEN BLADENSBURG'S EXISTING ASSETS

## Connecting Assets via Pedestrian/Bicycle Paths

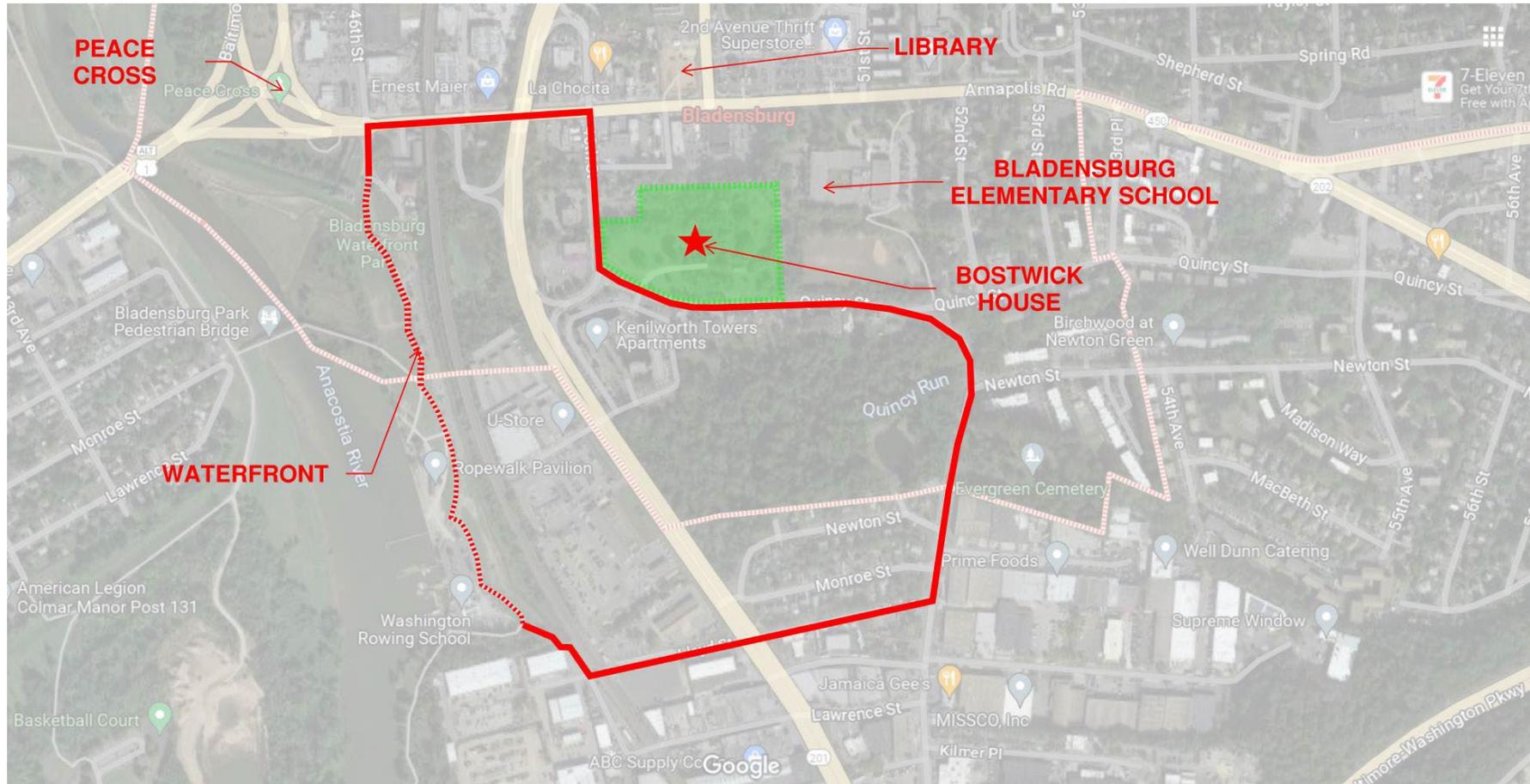


Image Credit: Google Maps & ULI Panel

# CONNECT FROM OUTSIDE IN

## Pedestrian Crossings of CSX Railroad and Kenilworth Road

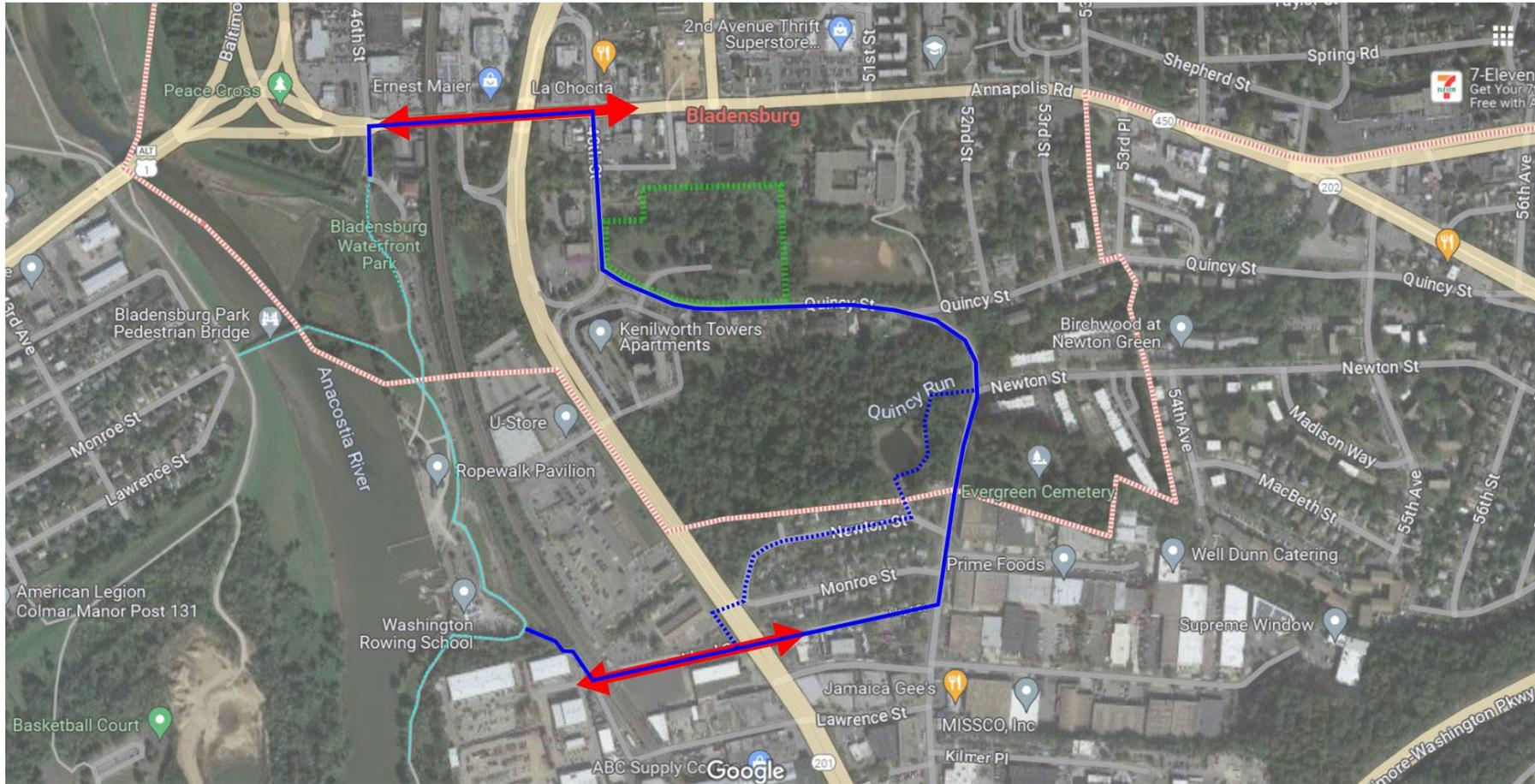


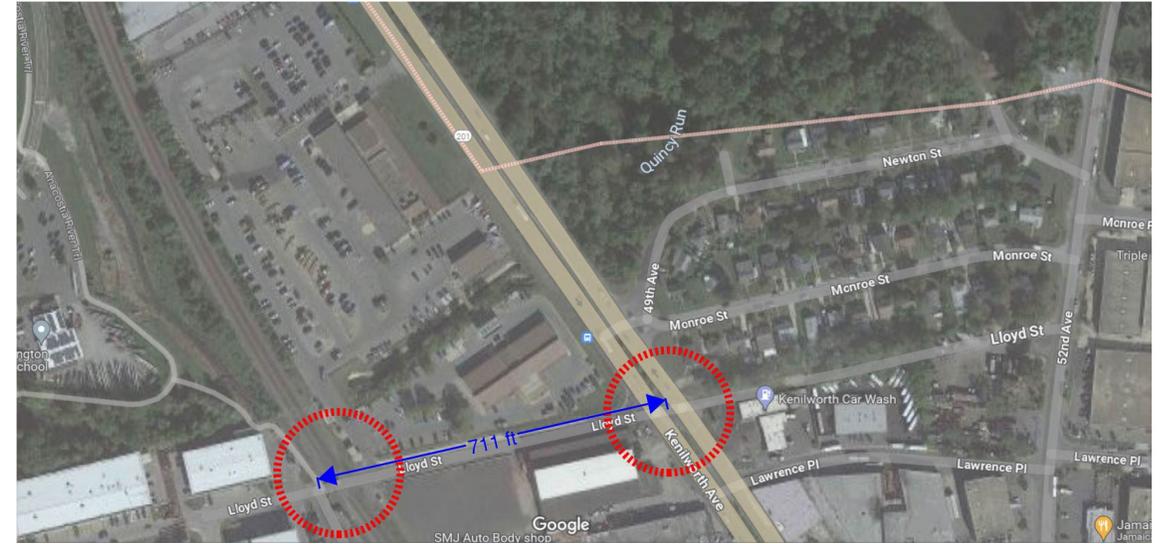
Image Credit: Google Maps & ULI Panel

# ENCHANCING THE PEDESTRIAN EXPERIENCE

## Nodes at Annapolis and Lloyd Road



- Annapolis Road



- Lloyd Street

Image Credit: Google Maps & ULI Panel

# MARYLAND STATE HIGHWAY RIGHT-OF-WAY MAP

## Annapolis Road

- Maryland Scenic and Historic Road
- Wide Right-of-Way
- Traffic Calming



Image Credit: PGAtlas, M-NCPPC Prince George's County

# ENCHANCING THE PEDESTRIAN EXPERIENCE

## Existing Nodes

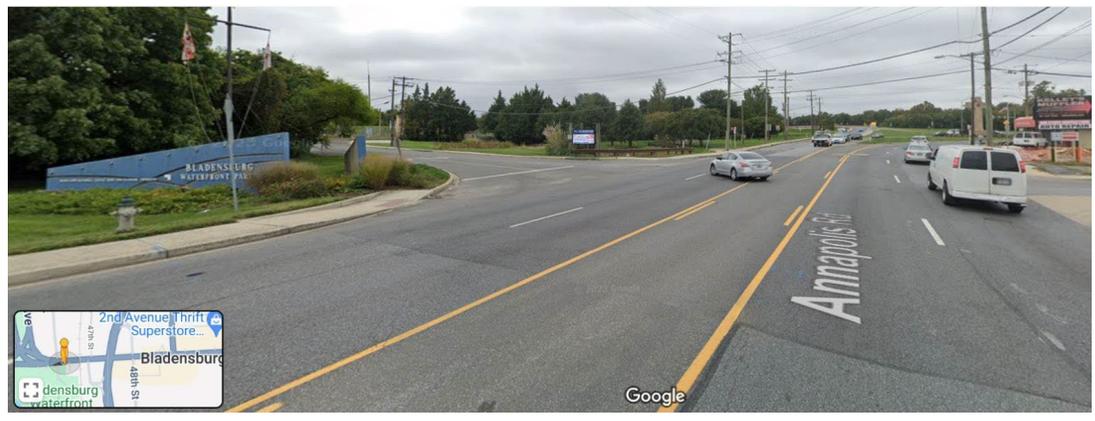


Image Credit: Google Maps

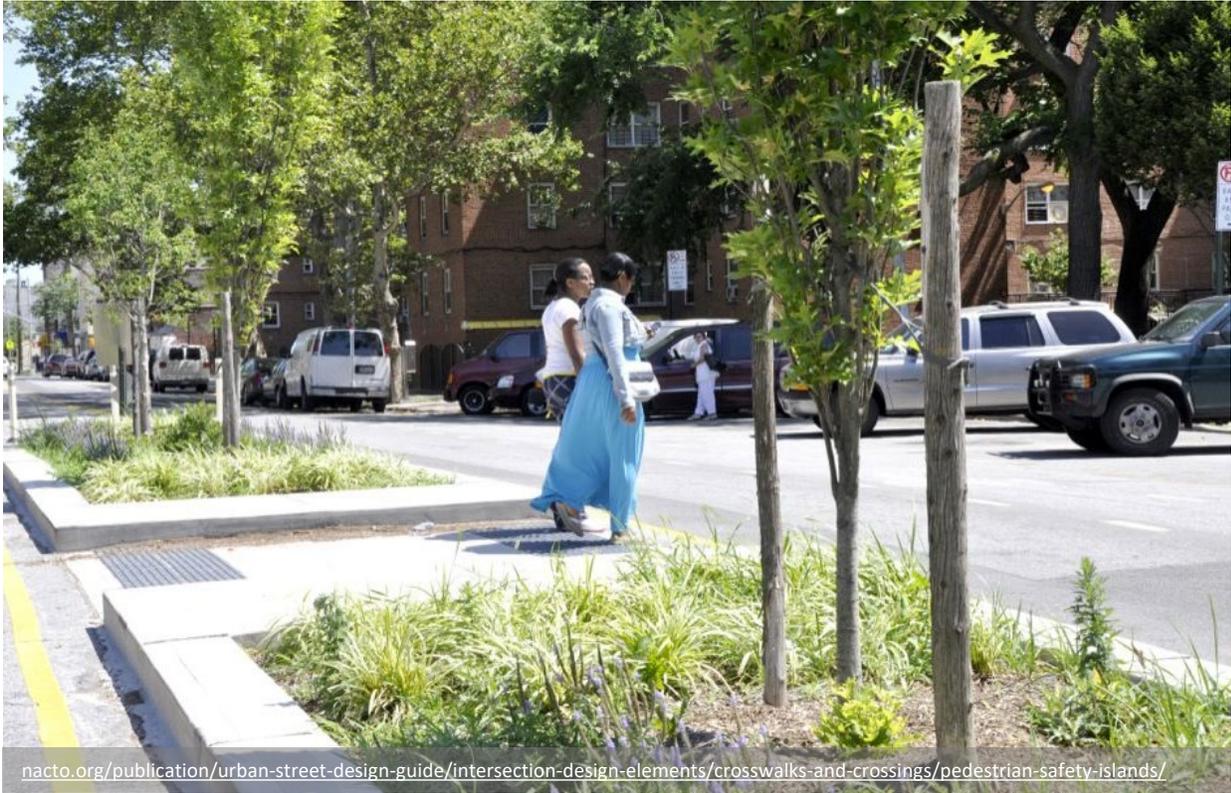
# PUBLIC ART AND PLACEMAKING IN RAILROAD TUNNELS

## Bridge Underpass Art

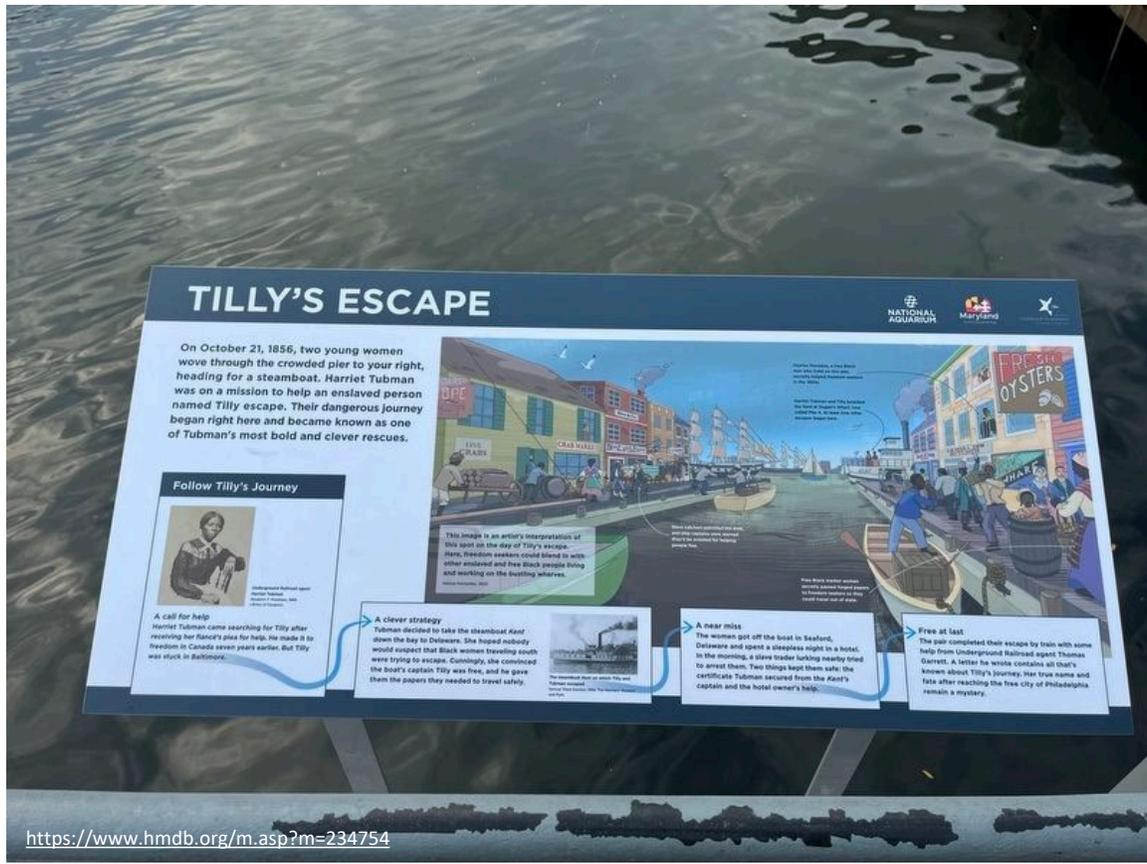


# AT GRADE CROSSINGS AND PEDESTRIAN SAFETY

## Pedestrian Enhancements



# WAYFINDING



<https://www.hmdb.org/m.asp?m=234754>



<https://www.pinterest.com/pin/48617772243442422/>

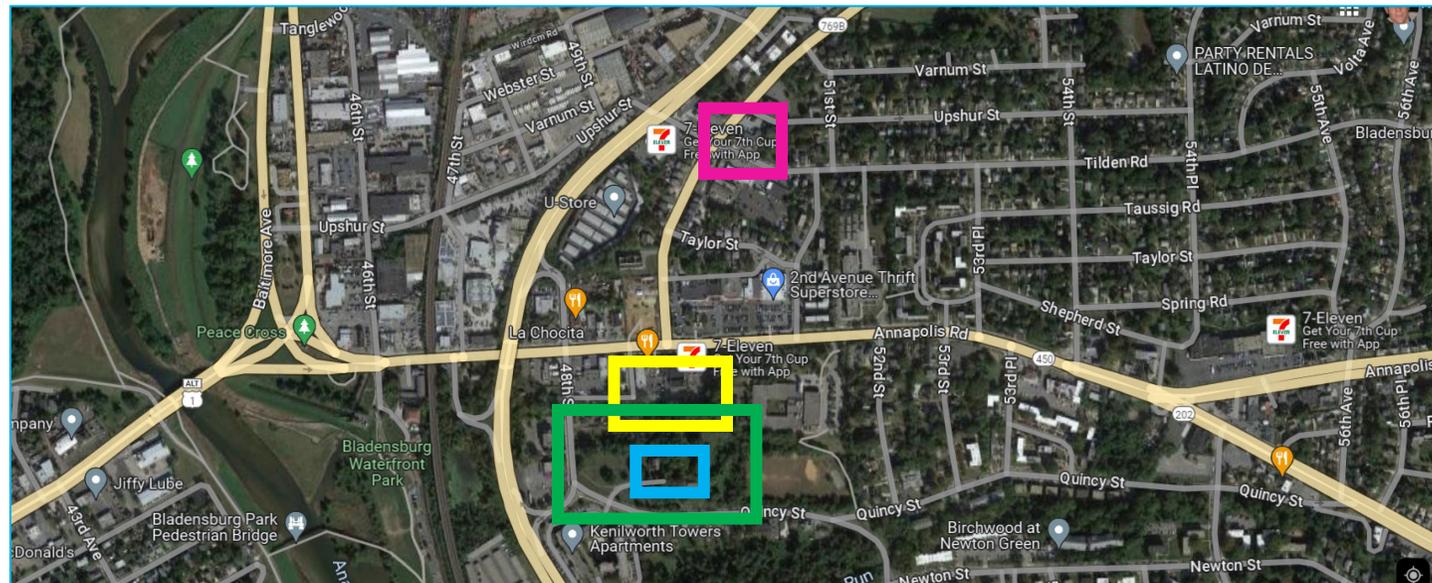
# Strategic Approach

DEVELOPMENT OPPORTUNITIES

# Placemaking: Bladensburg as a Destination

# The Vision for Bladensburg At Bostwick

- We heard: Bostwick needs an economically viable adaptive reuse strategy
- To do this well:
  - Attract developers by offering current Town Hall site for redevelopment partnership
  - Move existing Town Hall to Bostwick
  - Program Bostwick property during development discussion to reinvigorate the site



## KEY

- Bostwick Grounds
- Bostwick Buildings
- Parcel 4
- 4229 Edmonston Rd.

# CREATE NEW RESIDENTIAL

## 4229 EDMONSTON ROAD



<https://www.fairfieldresidential.com>

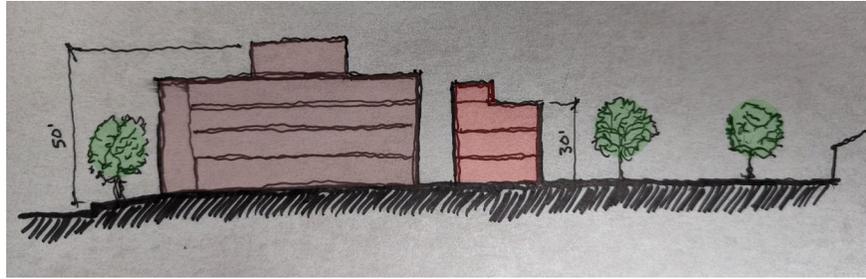


Image Credit: ULI Panel

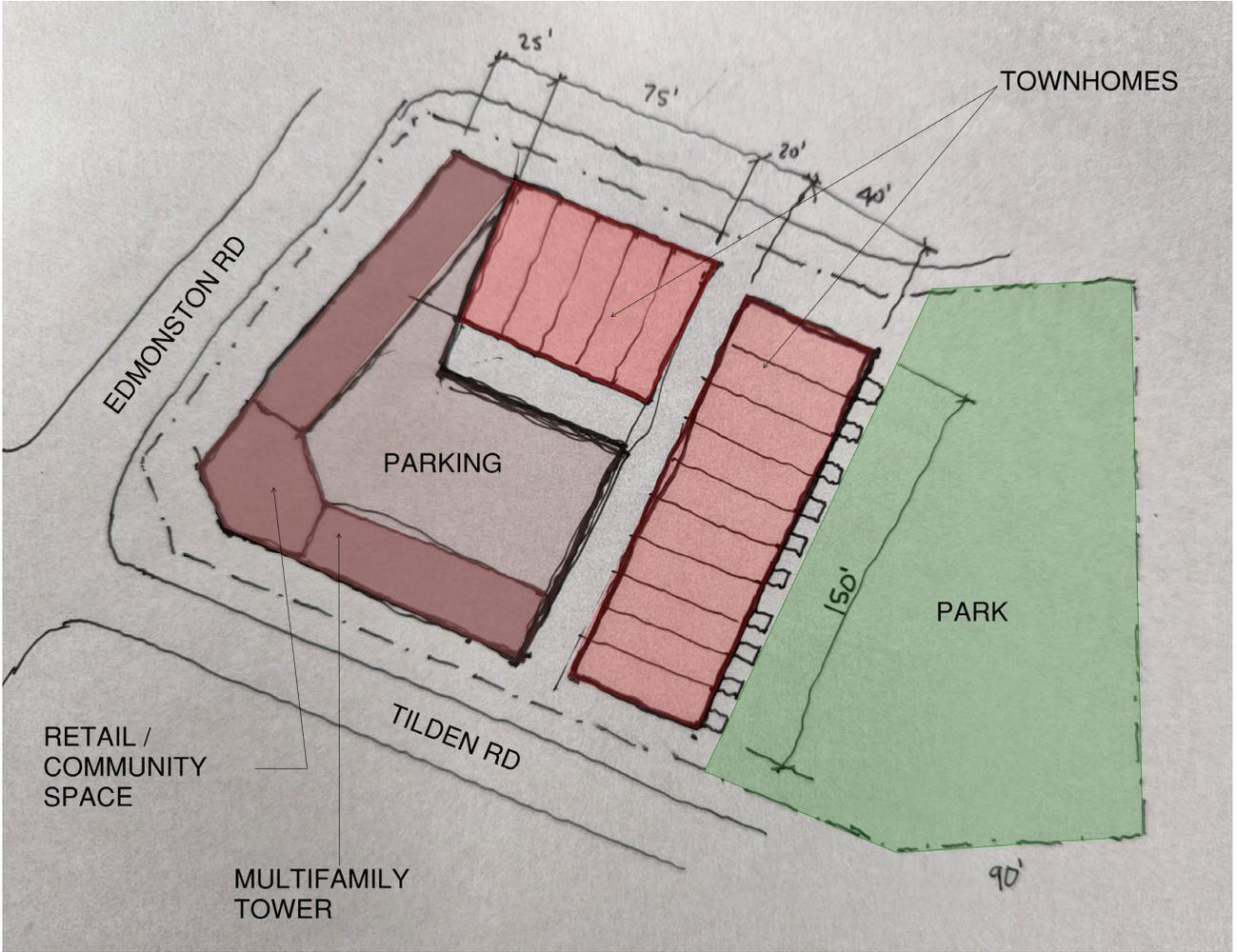


Image Credit: ULI Panel

# TOWNHOUSE PRECEDENTS

## Typical Plan Layout

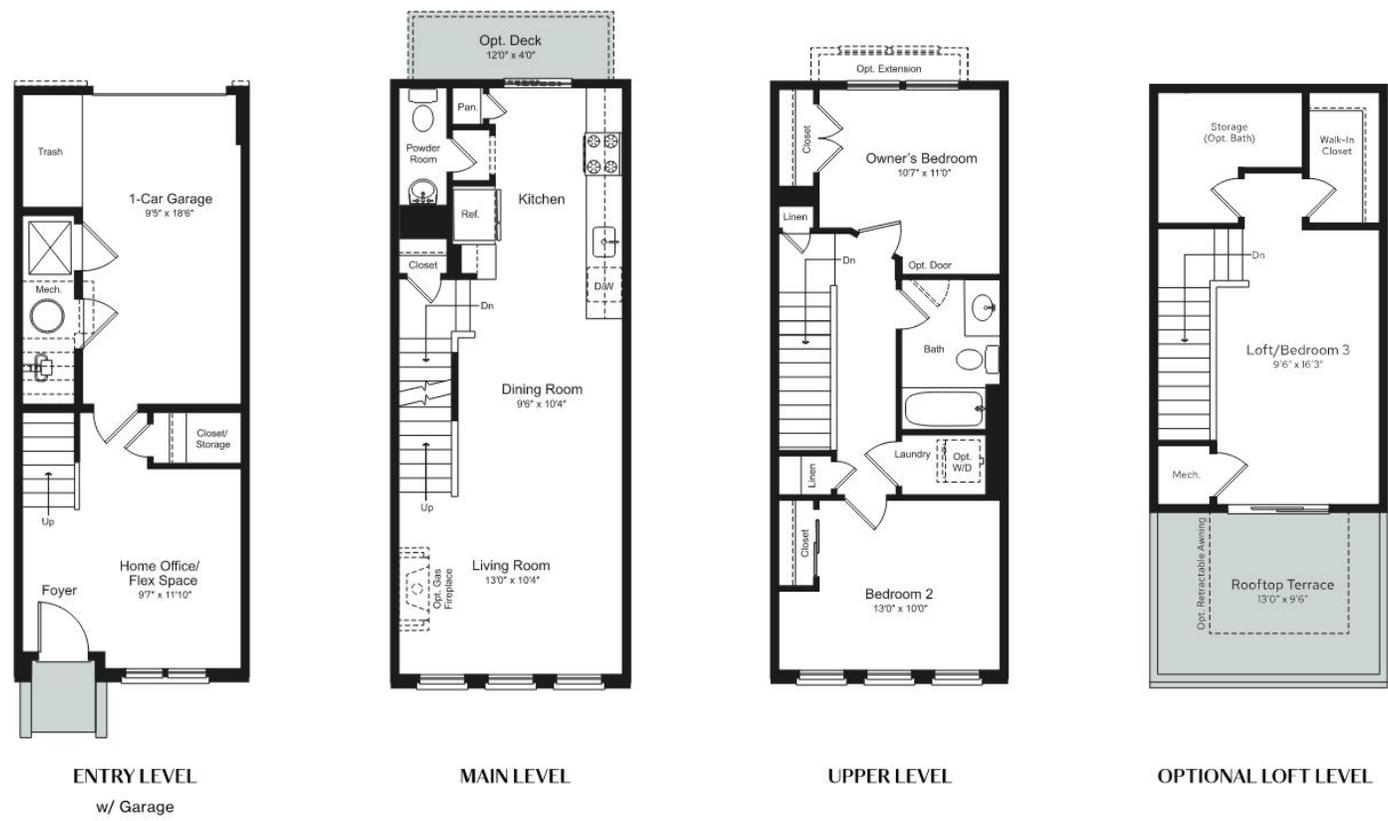
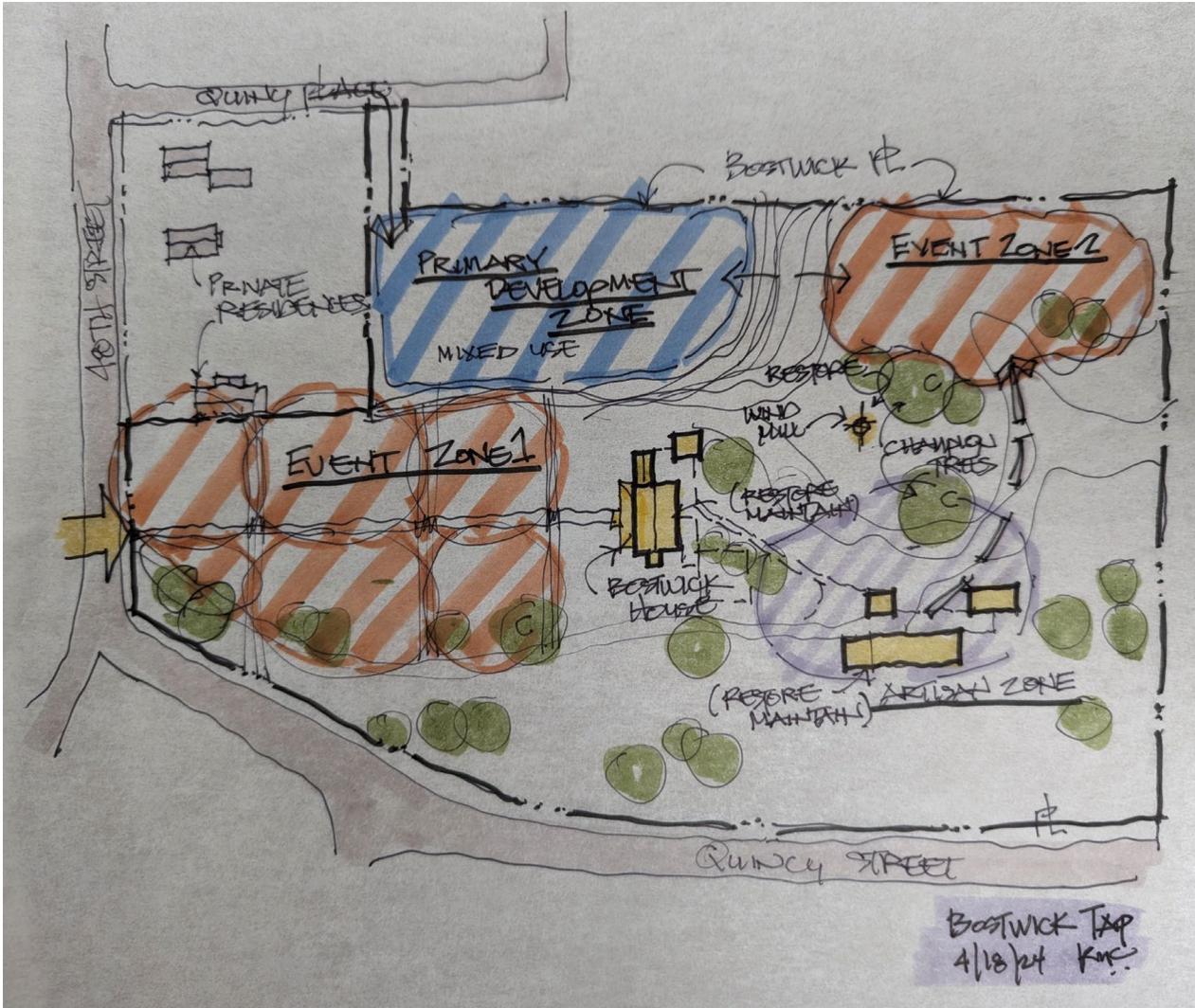


Image Credit: [EYA](#)

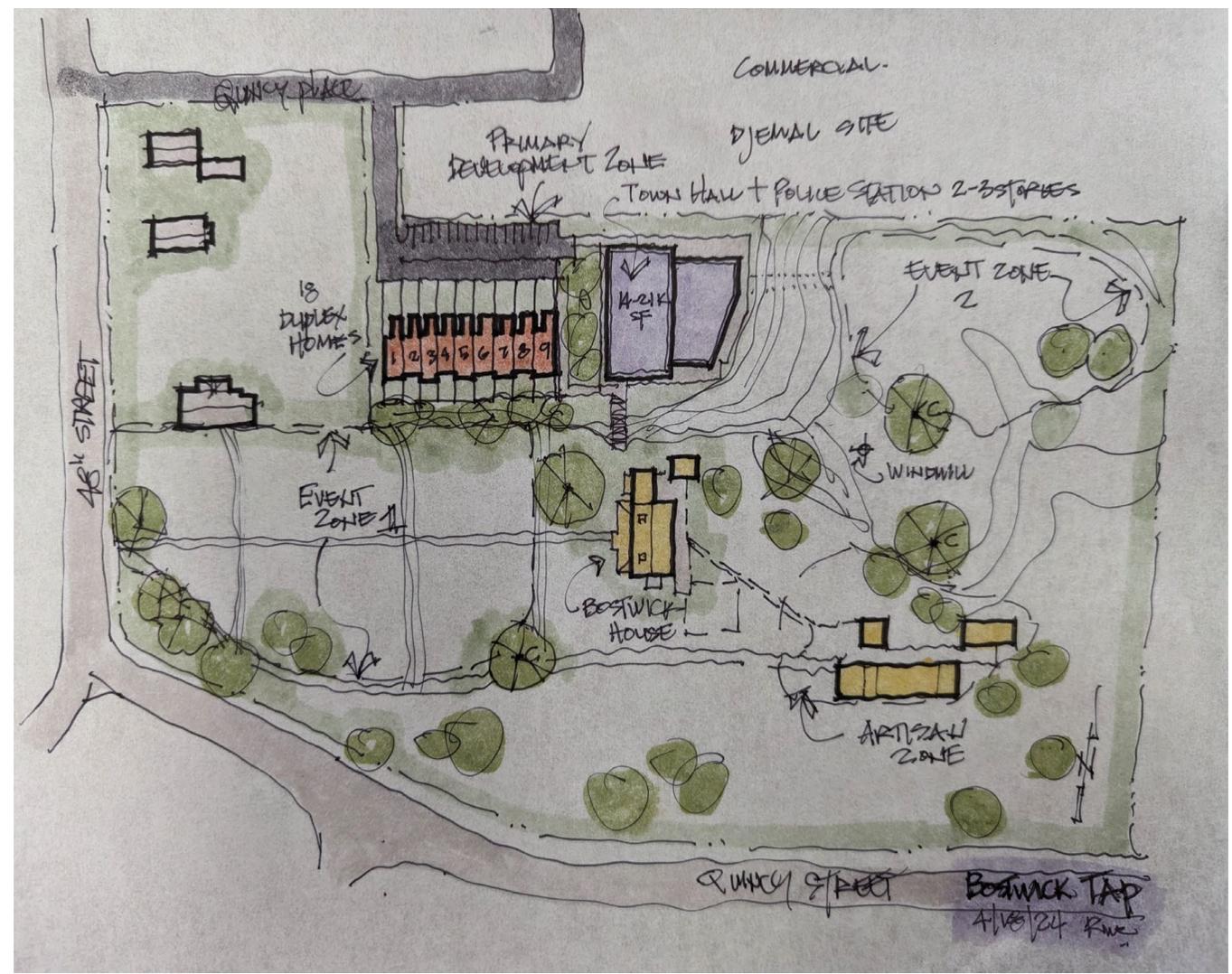
# BOSTWICK DEVELOPMENT

## Bostwick Development Schematic



# BOSTWICK DEVELOPMENT

## Bostwick Site Plan



# Recommended Phasing

ACTIVATE, RENOVATE, CONNECT  
"Friendraising" for Bostwick

# Year 1: Site Improvements

## 20th Century Garage

- Repurpose garage for 4-stall public compostable toilet
- 2 ADA toilets; 2 regular/family toilets
- Selectively deconstruct and rebuild with concrete slab and stalls
- Providing a public toilet is a necessary component of any outdoor programming at scale
- Maintained by Town of Bladensburg
- Anacostia Trails Heritage Area grant for \$100,000 (or other grant)
  - Can be matched against AMAN Trust or other funds



Image Credit: Shirl Spicer, MNCPPC Parks

# Years 2-3: Programming

## Activating Grounds for Public Programming on a Regular Basis

- 4 Annual Events ( Spring - Summer – 2 Fall) throughout the year sponsored by the Town
- Spring = environmentally focused event // Summer = Fourth of July // Fall = Harvest Festival and Founders Celebration (rotating between (4) towns annually
- Open and Free to the Public
- Charge a nominal fee for vendors and demonstrators booths, free booth for exhibitors
- Charge would only cover the cost for toilet maintenance and ground maintenance – not meant to be a fundraiser events

## Years 2-3: Programming

### Activating Grounds for Public Programming on a Regular Basis

- Activate **Grounds** with Public Programs
- Grant funded to support **2-year project**
- Staffing needs: (2) Special Event Coordinators
- Program activities: living history demonstrations & hands-on activities for families with children
- Activate **Research Project** on Bostwick History
  - 18<sup>th</sup>- and 19<sup>th</sup>-century Slave Trade activities
  - Bostwick enslaved community
  - Descendent families of Bostwick enslaved community
- Research conducted by UMD or other university History department



Image Credit: [Mount Vernon Ladies Association](#)

# Years 2-3: Programming

## Activating Grounds for Public Programming on a Regular Basis

- Success measured by number of attendees, building awareness, break even within 2 years, returning vendors, emphasis on local vendors
- Pulls in public history demonstrators and public history presenters as part of these events
- Youth focused outdoor programming
- Create partnerships with community- and faith-based organizations within each of the Port Town: Cottage City, Colmar Manor, Edmonston, Bladensburg
- Activate **Research Project** on Anacostia Waterfront History



Image Credit: Shirl Spicer, MNCPPC Parks

## Year 2-3: Site Improvements

### Activating Grounds for Public Programming on a Regular Basis | "Fundraising" Activity

- (4) Port Towns Annual Events throughout the year sponsored by the Town of Bladensburg
- Activity Locations
  - Terraces/Falls
    - Vendors, Demonstrators & Exhibitors
  - Lowndes Hill
    - Families with children Hands-on Activities

### Parking / Shuttle Service

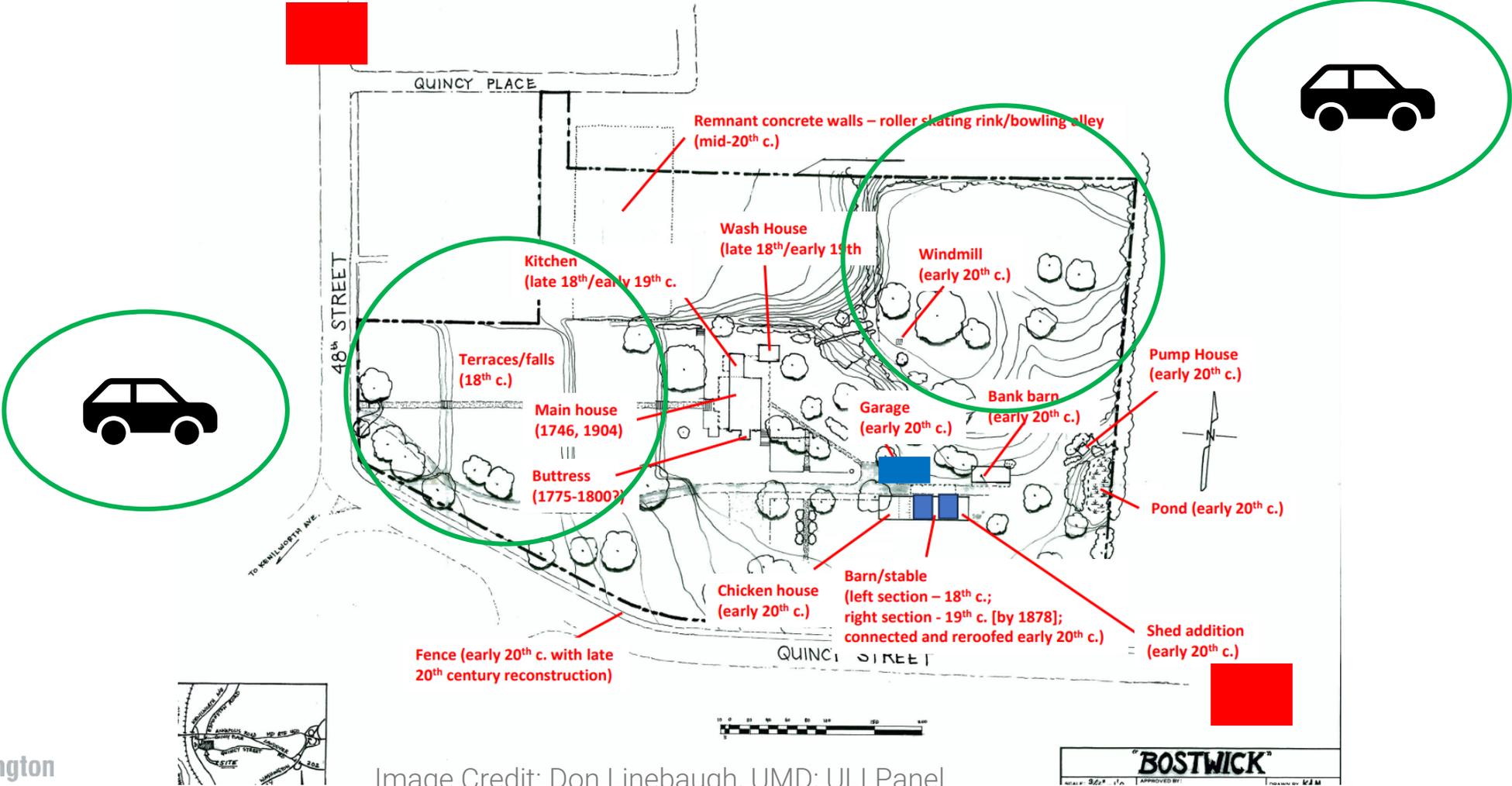
- Parking offsite:
  - Town Center & area churches
  - Utilize area community and faith-based organizations' vans and buses as shuttles
- Close 48th Street at Quincy Place AND Quincy Street
  - Provides safe pedestrian walkways



Image Credit: [MNCPPC](#)

# Years 2-3: Activity Zones

## Activating Grounds for Public Programming on a Regular Basis



# Year 3-4: Site Improvements

## Barn/Stables

- Requires minimal restoration work
- Utilities are in place / unconditioned space (no heat or air)
- Clean out
- Revenue generated via rental
  - Revenue covers general maintenance of building & grounds
- Activate **Research Project** on Anacostia Waterfront History



Image Credit: Shirl Spicer, MNCPPC Parks

# Years 5-6: Site Improvements

## Wash House

- Requires restoration work
  - Additional capital grants with MHAA
- Utilities are in place / Conditioned space
- Needs ADA access
- Field school for Historic Trades & Architectural Studies
  - Possibility of University-led restoration project
- Revenue generated via rental
  - Revenue covers general maintenance of building & grounds
- Activate **Research Project** on Anacostia Waterfront History



Section 4, Item D.



# Year 5-6: Bostwick House

Town Moves to the Site

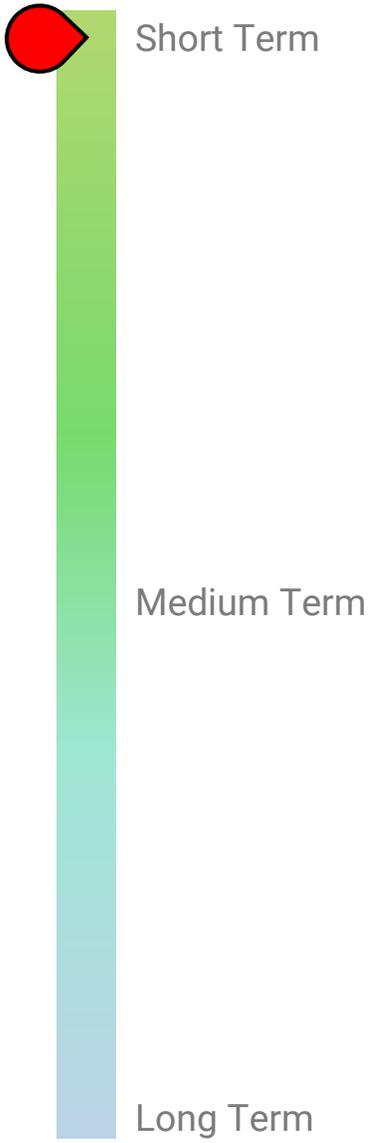


Image Credit: [Town of Bladensburg](#)



Section 4, Item D.





## Action Item

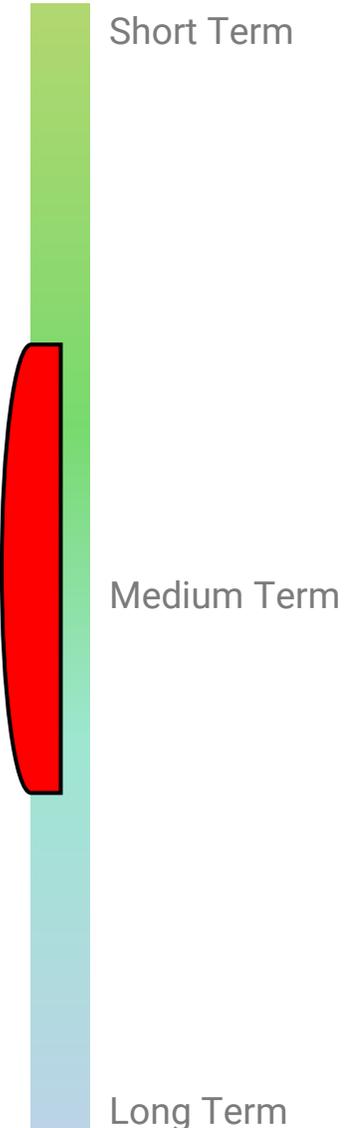
**Year 1:** Grant funded repurpose of the Garage

**Years 2-3:** Grant funded 2 Special Events Coordinators

**Years 2-3:** Activate Grounds with Programming and Vendors

**Years 2-3:** Research Projects on Bostwick and Port Towns History





## Action Item

**Years 3-4:** Barns Stables Rentals to Connect Community with Site

**Years 3-4:** Research Projects (continue) on Bostwick and Port Towns History

**Years 5-6:** Wash House Site Improvements: Field School and Active Historic Interpretation Move into the Building

**Years 5-6:** Town Government Comes to the Bostwick House Site



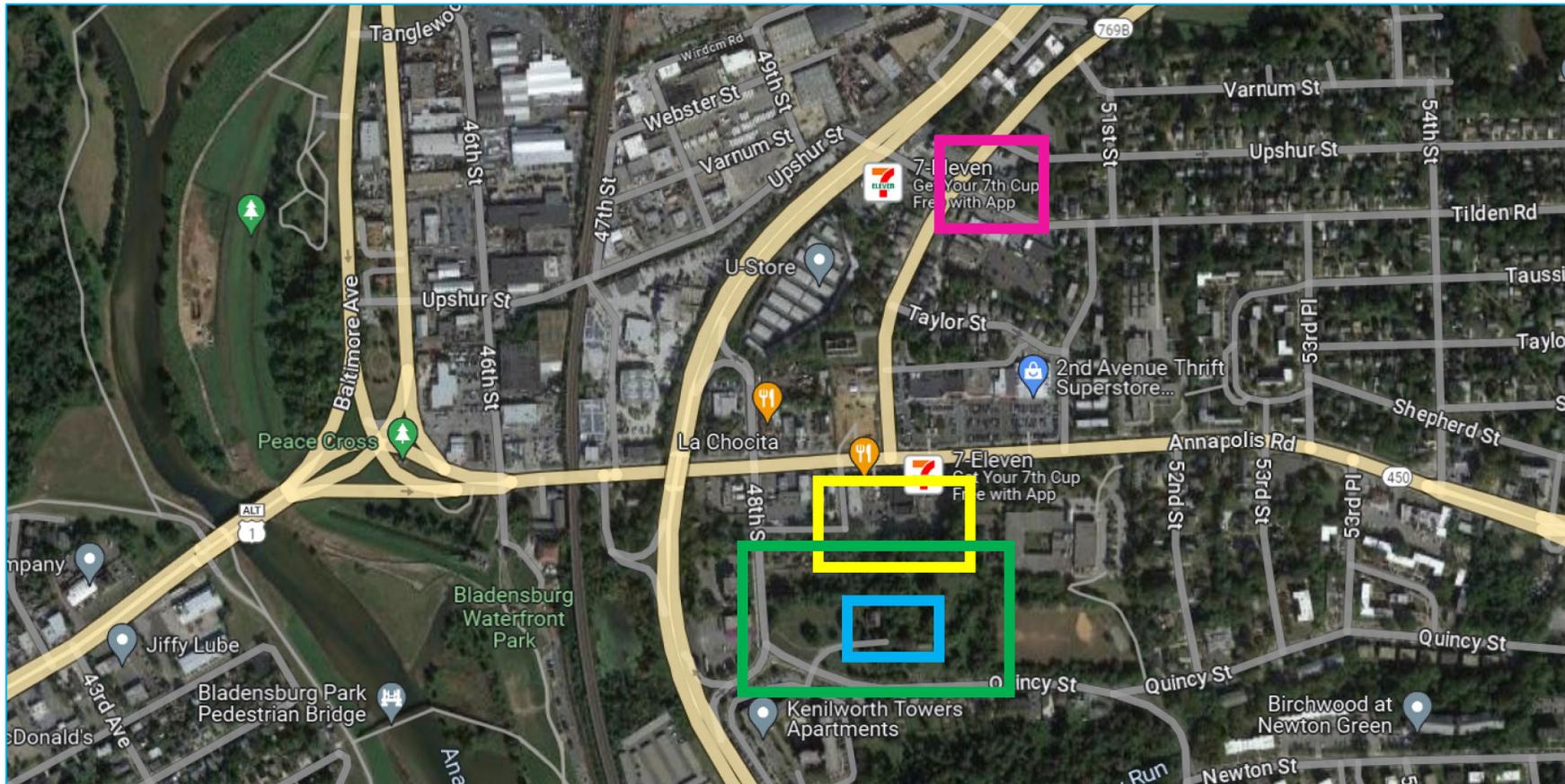
# Economic Tools

## LEVERAGING PUBLIC-PRIVATE PARTNERSHIPS

In partnership with a developer, utilize economic tools to facilitate the relocation of the Town Hall and the redevelopment of the Bostwick property.

# Proposal: Identified Sites

## MAP OF PROPERTIES



### KEY

- Bostwick Grounds
- Bostwick Buildings
- Parcel 4
- 4229 Edmonston Rd.

Image Credit: Google Maps; ULI Panel

# Bostwick Grounds

- Phase I Goals
  - Outfit the grounds to support community events (programming capital improvements)
  - Existing conditions assessment
- Funding Sources
  - Grants
    - MHAA (Anacostia Trails Heritage Area)
    - Aman Trust
  - Bladensburg town operating funds

Image Credit: Google Maps; ULI Panel

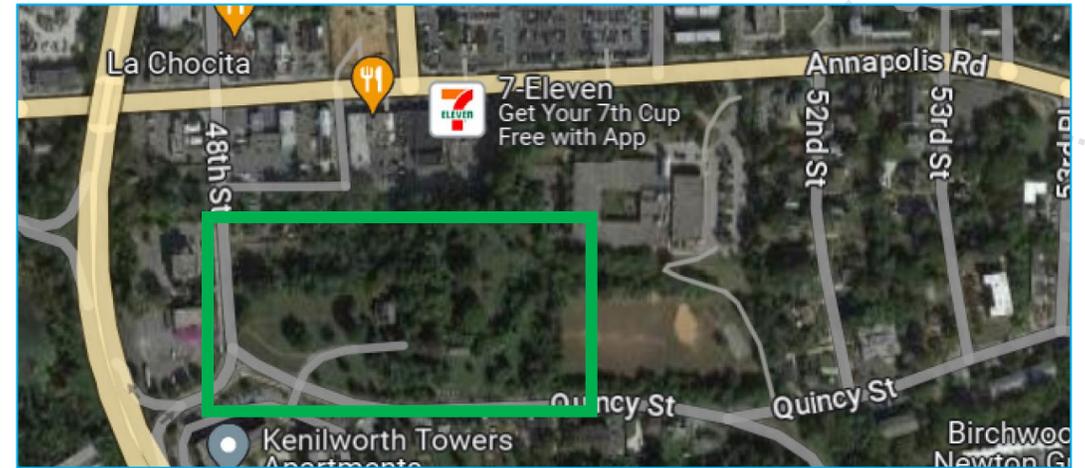


Image Credit: [MCG](#)

# Bostwick Buildings

- Goals
  - Stabilize existing buildings
  - Short term maintenance plan to bridge redevelopment
  - Bostwick House preservation
  - Reprogram property into revenue-generating community uses
- Funding Sources
  - Grants
  - Federal Historic Preservation Credits
  - State Historic Revitalization Tax Credits
  - Green financing tools
  - New Market Tax Credits
  - Community Legacy Program

Image Credit: Google Maps; ULI Panel

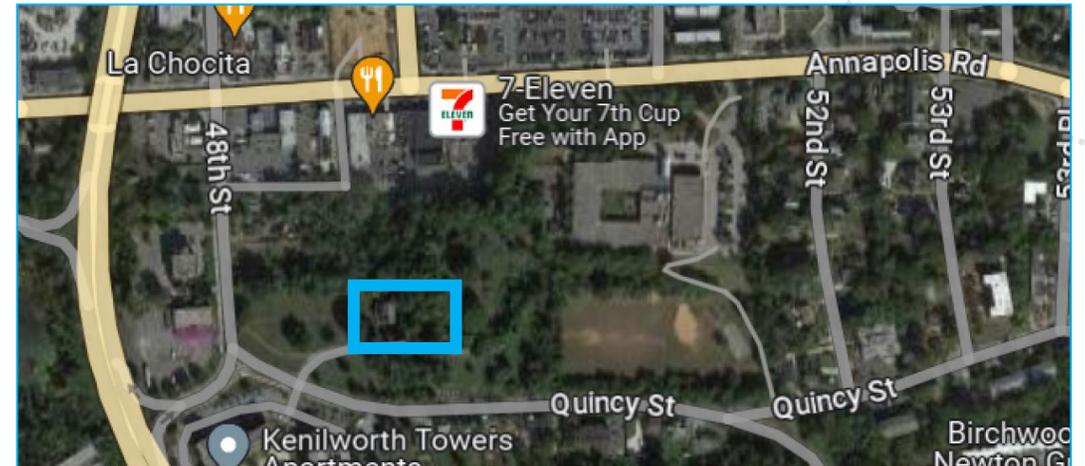


Image Credit: [UMD](#)

# Parcel 4

- Goals
  - Redevelop site into new Town Hall / municipal uses
- Funding Sources
  - New Markets Tax Credits
  - Debt financing
  - Community Legacy Program
  - Bond bill funding
  - Green community infrastructure
    - Grants
    - Power Forward Community grants
    - Federal solar tax credits
    - 45 L Credits

Image Credit: Google Maps; ULI Panel



Image Credit: [Hyattsville Wire](#)

# 4229 Edmonston Rd. Site

- Goals
  - Redevelop site into a mix of for-sale and rental housing.
- Funding Sources
  - New Markets Tax Credits
  - Conventional equity
  - Debt financing
  - Subordinate sources (HOME, CDBG)
  - Community Legacy Program
  - Housing Tax Credits
  - Green financing (ITC; 45 L)

Image Credit: Google Maps; ULI Panel

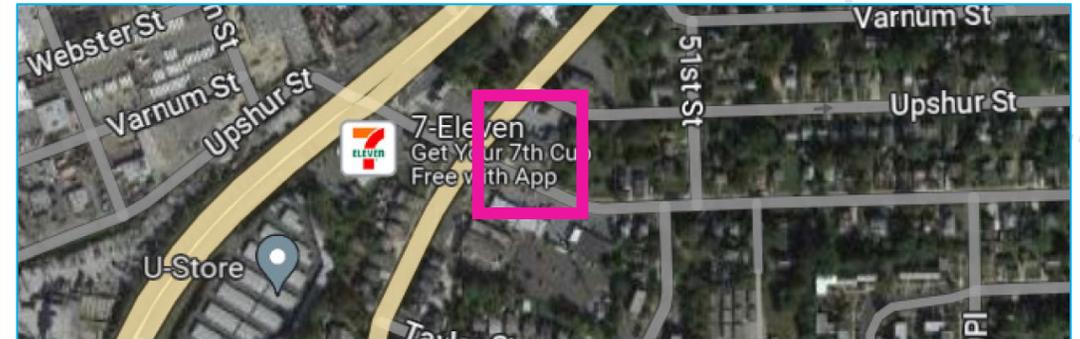


Image Credit: ULI Panel

# Public-Private Partnership

## Benefits of a Partnership

- Access to private capital
- Experience with complex funding models
- Ability to secure alternate sources of financing
- Leverage partner expertise & capacity
- Speed to market

## Get Partner Ready

- Define redevelopment program for Town Hall and municipal uses.
- Conduct initial due diligence
  - Appraisal of Town owned property
  - Bostwick Phase I ESA
  - Market study to support new uses
- Identify clear criteria for project success and partner selection.
- Facilitate expedited entitlement process
- Draft Request for Qualifications
- Reduce entitlement risk for developer on both sites
- Initiate approval process: preservation, zoning

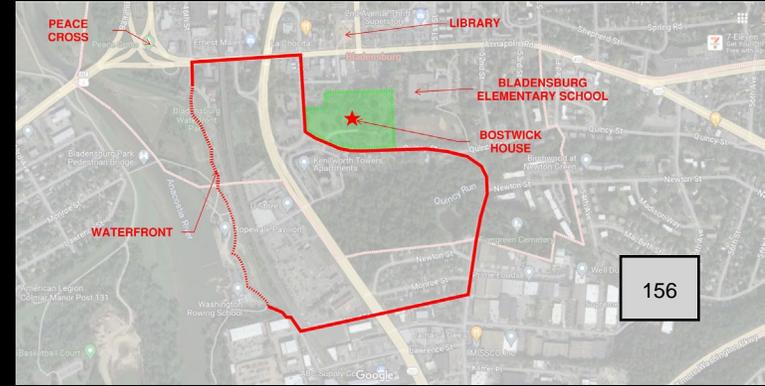
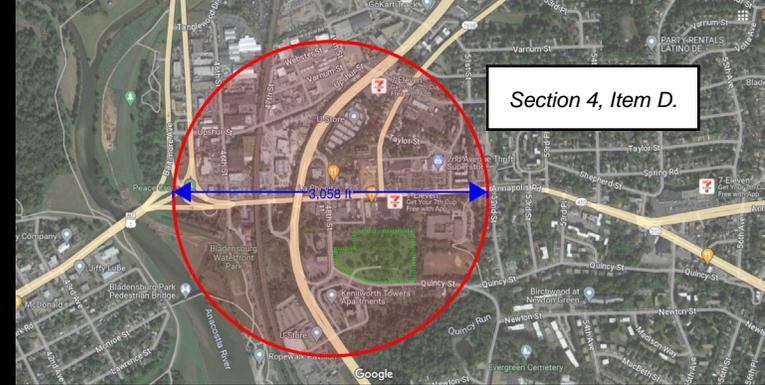
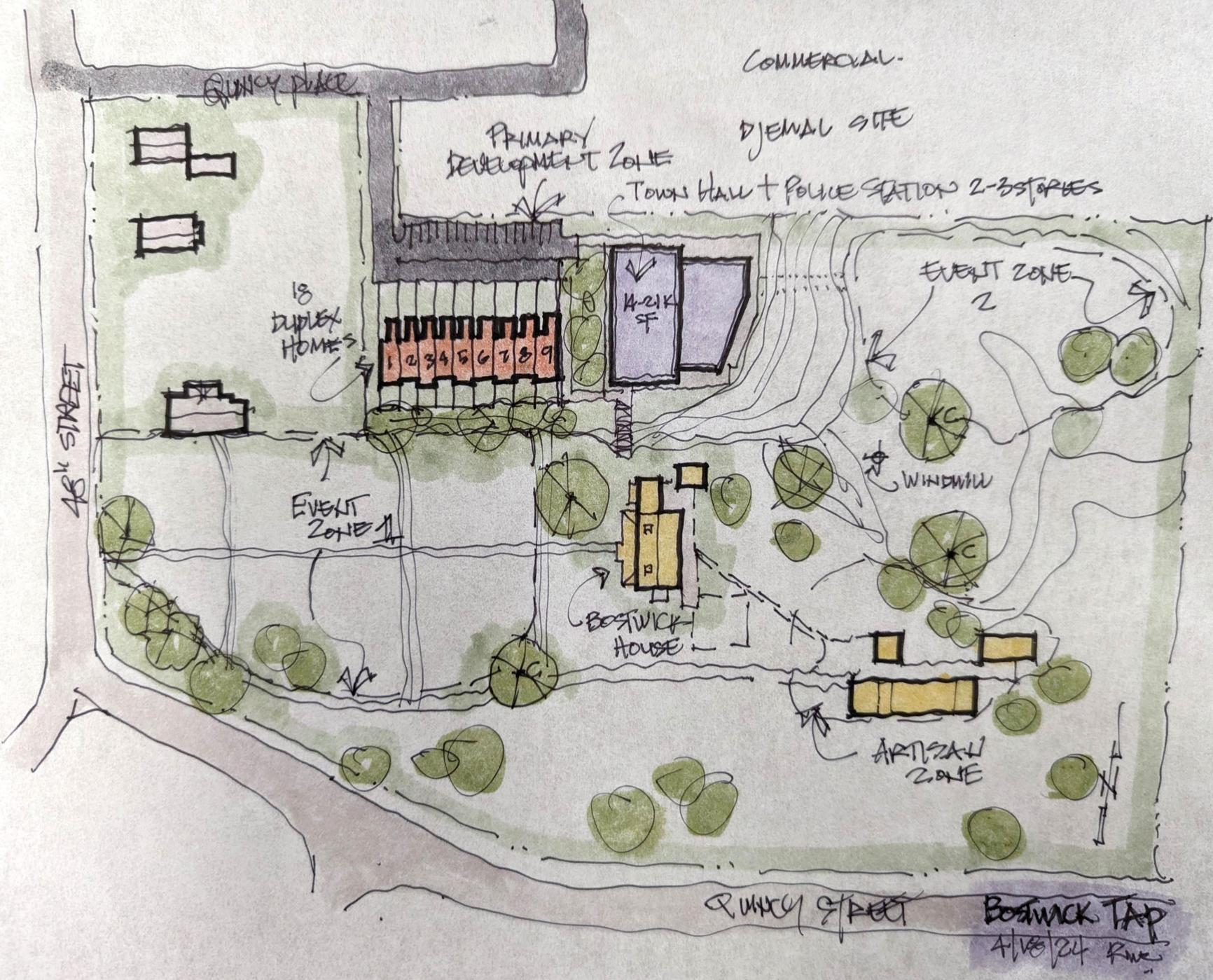
# Public Private Partnerships

## Criteria for a Strong Partner

- Demonstrated experience with public-private partnerships
- Cultural sensitivity
- Experience with complex funding models, tax credits, and economic development resources
- Additional points for experience with historic preservation

## Funding Considerations

- Determine critical path
- Evaluate target funding source requirements
- Plan for timeline to secure funding
- Understand competitive application process implications
- Plan to establish ongoing capital reserves
- Secure consultant support as needed



# Key Recommendations

# Key Recommendations

- 1: Leverage existing Town assets
- 2: Partner with a developer to build workforce housing
- 3: Relocate Municipal Center to Bostwick Property**
- 4: Reactivate Bostwick during development process

# Q&A

**More Questions?**

**Contact ULI Washington at:**

[Washington@uli.org](mailto:Washington@uli.org)

**Contact the Town of  
Bladensburg at:**

[admin@bladensburgmg.gov](mailto:admin@bladensburgmg.gov)



## Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Michelle Bailey Hedgepeth, Town Administrator
<b>Item Title: America in Bloom</b>	
America in Bloom – Overview (Information Only):	
<b>Work Session Item [X ]</b> <b>Council Meeting Item [X]</b>	<b>Documentation Attached:</b>
<b>Recommended Action:</b>	
Report for Council on the America in Bloom Process that will happen in June 2024.	
<b>Item Summary:</b>  America in Bloom (AIB) is a nationwide initiative that promotes beautification, community involvement, and environmental enhancement by using flowers, plants, trees, and various lifestyle improvements. Founded in 2001 by horticulture industry professionals, AIB initially focused on connecting people with the benefits of plants and flowers. However, it expanded its scope to encompass broader community development aspects such as heritage preservation, environmental efforts, and overall community vitality.  Key Points of the AIB Program: <ul style="list-style-type: none"> <li>• <b>Community Enhancement:</b> AIB aims to create welcoming and vibrant communities where residents can live, work, and play amidst colorful plants and trees, clean environments, and celebrated heritage.</li> <li>• <b>Founding Values:</b> AIB was founded on promoting horticulture benefits, but it evolved to address quality-of-life issues and economic drivers for communities, recognizing that real community development extends beyond beautification efforts.</li> <li>• <b>Diversity, Equity, and Inclusion:</b> AIB is committed to fostering a diverse, inclusive, and equitable environment where all board members, staff, volunteers, and stakeholders are respected and valued regardless of demographic characteristics or backgrounds.</li> <li>• <b>Nondiscriminatory Practices:</b> AIB upholds nondiscriminatory and equal opportunity practices across all aspects of its work.</li> <li>• <b>Inclusive Practices:</b> AIB actively seeks to include divergent views and experiences, respecting its members' diverse life experiences.</li> <li>• <b>Encouragement of Differing Viewpoints:</b> AIB encourages consideration of differing viewpoints and welcomes input for improvement.</li> <li>• <b>Striving for Inclusivity:</b> AIB continually strives to be as inclusive as possible, welcoming new ideas and perspectives to enhance its mission.</li> </ul> By participating in the America in Bloom program, our town can enhance its physical beauty and foster a sense of community pride, environmental stewardship, and inclusivity. The Town Administrator will answer any questions. The evaluation team will be here from June 2-4, 2024.	
<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> <b>One-Time Cost:</b> <b>Ongoing Cost: NA</b>	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [X] No [ ]	<b>Approved Date:</b>



# Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Chief Collington, Police Chief Michelle Bailey Hedgepeth, Town Administrator
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**Item Title: Police Week: May 12-18, 2024**

**Resolution 11-2024:** *A Resolution of the Town of Bladensburg Celebrating National Police Week, May 12 - 18, 2024, and Expressing Gratitude to the Bladensburg Police Department*

<b>Work Session Item</b> [X ] <b>Council Meeting Item</b> [X]	<b>Documentation Attached:</b> Resolution
--	--

**Recommended Action:**

Staff recommends the passage of this support resolution.

**Item Summary:**

This is an annual resolution celebrating Police Week in the Town of Bladensburg.

The Resolution has the following highlights:

1. The Town of Bladensburg hereby recognizes and celebrates National Police Week, May 12 - 18, 2024, in honor of the service and sacrifice of law enforcement officers.
2. The Town Council extends its sincere gratitude to Chief Tyrone Collington for his exemplary leadership, dedication, and commitment to the safety and well-being of the residents of Bladensburg.
3. The Town Council commends the members of the Bladensburg Police Department, including the Patrol, CID, Special Assignment Team, K-9 Unit, and Community Action Team, for their outstanding service and contributions to the community.
4. The Town Council acknowledges the importance of the various programs and initiatives implemented by the Bladensburg Police Department, particularly those aimed at youth engagement and fostering positive relationships between law enforcement officers and the community.
5. The Town Council encourages all residents to join in expressing appreciation for the efforts of Chief Tyrone Collington and the members of the Bladensburg Police Department during National Police Week and throughout the year.
6. This resolution shall take effect immediately upon its passage.

Chief Collington will answer any questions.

<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> <b>One-Time Cost:</b> NA <b>Ongoing Cost:</b> NA	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [ ] No [ ]	<b>Approved Date:</b>



## Town of Bladensburg, Maryland RESOLUTION NO. 11 - 2024

**Date Introduced:** May 13, 2024

**Date Adopted:** May 13, 2024

**Date Effective:** May 13, 2024

### **A Resolution of the Town of Bladensburg Celebrating National Police Week, May 12 - 18, 2024, and Expressing Gratitude to the Bladensburg Police Department**

**Whereas**, the Town of Bladensburg recognizes the importance of honoring the dedication, service, and sacrifice of law enforcement officers across the nation during National Police Week; and

**Whereas**, National Police Week provides an opportunity to express appreciation for the contributions of law enforcement officers to public safety and to honor those who have lost their lives in the line of duty; and

**Whereas**, Chief Tyrone Collington has demonstrated exemplary leadership and dedication in his role as Police Chief of the Town of Bladensburg, working tirelessly to ensure the safety and well-being of our residents; and

**Whereas**, the Bladensburg Police Department, including the Patrol, Criminal Investigation Division (CID), Special Assignment Team, K-9 Unit, and Community Action Team, plays a vital role in maintaining public safety and enhancing community relations through various programs and initiatives, including youth engagement and police explorer programs;

**Now, therefore, be it resolved** by the Town Council of Bladensburg that:

1. The Town of Bladensburg hereby recognizes and celebrates National Police Week, May 12 - 18, 2024, in honor of the service and sacrifice of law enforcement officers.
2. The Town Council extends its sincere gratitude to Chief Tyrone Collington for his exemplary leadership, dedication, and commitment to the safety and well-being of the residents of the Town of Bladensburg.

3. The Town Council commends the Bladensburg Police Department's members, including the Patrol, CID, Special Assignment Team, K-9 Unit, and Community Action Team, for their outstanding service and contributions to the community.
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5. The Town Council encourages all residents to join in expressing appreciation for the efforts of Chief Tyrone Collington and the members of the Bladensburg Police Department during National Police Week and throughout the year.

**BE IT FURTHER RESOLVED** that this Resolution be and is hereby adopted this \_\_\_\_ Day of May \_ 2024 and shall take effect immediately upon its adoption.

Attest:

\_\_\_\_\_  
Michelle Bailey-Hedgepeth  
Town Administrator/ Acting Town Clerk

\_\_\_\_\_  
Takisha D. James, Mayor



## Agenda Item Summary Report

<b>Meeting Date:</b> May 13, 2024	<b>Submitted by:</b> Chief Collington, Police Chief Michelle Bailey Hedgepeth, Town Administrator
<b>Item Title: Police Week: May 12-18, 2024</b>	
<b>Resolution 11-2024:</b> <i>A Resolution of the Town of Bladensburg Celebrating National Police Week, May 12 - 18, 2024, and Expressing Gratitude to the Bladensburg Police Department</i>	
<b>Work Session Item [X ]</b> <b>Council Meeting Item [X]</b>	<b>Documentation Attached:</b> Resolution
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<b>Budgeted Item:</b> Yes [ ] No [ ] NA <b>Budgeted Amount:</b> <b>One-Time Cost:</b> NA <b>Ongoing Cost:</b> NA	<b>Continued Date:</b>
<b>Council Priority:</b> Yes [ ] No [ ]	<b>Approved Date:</b>



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3. The Town Council commends the Bladensburg Police Department's members, including the Patrol, CID, Special Assignment Team, K-9 Unit, and Community Action Team, for their outstanding service and contributions to the community.
4. The Town Council acknowledges the importance of the various programs and initiatives implemented by the Bladensburg Police Department, particularly those aimed at youth engagement and fostering positive relationships between law enforcement officers and the community.
5. The Town Council encourages all residents to join in expressing appreciation for the efforts of Chief Tyrone Collington and the members of the Bladensburg Police Department during National Police Week and throughout the year.

**BE IT FURTHER RESOLVED** that this Resolution be and is hereby adopted this \_\_\_\_ Day of May \_ 2024 and shall take effect immediately upon its adoption.

Attest:

\_\_\_\_\_  
Michelle Bailey-Hedgepeth  
Town Administrator/ Acting Town Clerk

\_\_\_\_\_  
Takisha D. James, Mayor