



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**JUNE 15, 2020
ZOOM MEETING**

- 4:30 p.m. Comprehensive Connection Charges Discussion- Department of Infrastructure & Development (DID) Director Amanda Pollack
- 4:50 p.m. Ordinance accepting grant funds from a FY20 DHCD Operating Assistance Grant- Business Development Director Laura Soper
- 5:00 p.m. Ordinance accepting a donation from Delmarva Power for COVID-19 Emergency Micro Grant- Business Development Director Laura Soper
- 5:10 p.m. Acceptance of a Chesapeake Bay Foundation Grant for a Tree Canopy Study- DID Director Amanda Pollack
- 5:20 p.m. Additional Capacity Fee Waiver request for 206 East Market Street (Lot 16 and Beer Garden)- DID Director Amanda Pollack
- 5:35 p.m. Ordinance authorizing the Mayor to enter into a contract with the Bureau of Justice Assistance for the purpose of accepting grant funds in the amount of \$15,000, and approving a budget amendment to the FY 2020 Grant Fund to appropriate funds for offsetting remote camera equipment- Grants Coordinator Robert McClure
- 5:45 p.m. Ordinance to accept grant funds from the Maryland State Office of Crime Prevention, Youth, and Victim Services in the amount of \$24,200.00 under the FY20 Police Recruitment and Retention Program (PRAR) and amending the FY2020 Grant Fund Budget to appropriate these grant funds for payment of retention bonuses to eligible Salisbury Police Officers- Colonel Dave Meienschein
- 5:55 p.m. Council discussion
- 6:00 p.m. Adjournment
- 6:00 p.m. **SPECIAL MEETING – Separate Agenda**



*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting

<https://us02web.zoom.us/j/83931479279>

Meeting ID: 839 3147 9279

One tap mobile

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Posted 6/12/20



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: June 4, 2020
Re: Comprehensive Connection Charges - Summary

AP

Per the request at the June 1, 2020 work session, attached is a summary table of the proposed changes to the City's Comprehensive Connection Charges.

Current Code	Proposed Code	Reason for Change
Water and Sewer Capacity Fees (based on 10 year CIP)	Connection Fees (based on value and capacity of water and sewer system)	Connection fees based on purchasing equity in the existing utility system
Central System Line Fees (based on size of parcel)		
Sewer Connection and Water Meter/Tap fees	Sewer Lateral and Water Meter/Tap fees	Clarify what this is for. If Field Operations performs the work, then shall be reimbursed for actual costs
Facility Fees Line Fees	Infrastructure Reimbursement Fee	Clarify what this is for. Applies to City extension of services as well as developer extension of infrastructure.

Note: The current Capacity Fees are \$3,533 per EDU (\$1,513 for water and \$2,020 for sewer). The proposed Connection Fee is \$9,746 per EDU (\$5,058 for water and \$4,688 for sewer), with no central system line fee.

Below is a summary of the changes to the Incentive Programs:

Incentive Program	In Code?	Proposed Changes
Affordable Housing	Yes	<ul style="list-style-type: none">• Add that the waiver is valid for two years and is renewable for up to two one-year terms.• Add that the waiver is non-transferrable.
Development and Redevelopment EDU Waiver	Yes	<ul style="list-style-type: none">• Updated names of City Departments to reflect the July 2017 reorganization.• Eliminate the EDU bank and expiration of the program.• Applies to downtown zoning districts only.
Single Family Permit Fee Waivers	No	<ul style="list-style-type: none">• Add to the code in Section 13.02.080.• Waiver apply to only lots platted as of the date of the passing of this Ordinance (infill only).

Unless you have further questions, please forward a copy of the memo and the code changes to the City Council.



City of Salisbury

Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: May 21, 2020
Re: Comprehensive Connection Charges

AP

In July 2018, Stantec Consultants completed their assessment for the City's Water and Sewer Rate Study. Part of the evaluation included an analysis of the City's Comprehensive Connection Charges. The Comprehensive Connection Charges are outlined in the City Code Chapter 13. The Department of Infrastructure and Development has reviewed the report findings and recommends proceeding with an overhaul of the Comprehensive Connection Charges. This memo details the current Comprehensive Connection Charges, the proposed fees and incentive programs. The memo also includes historical information on the fees and incentive programs.

Comprehensive Connection Charges:

The Comprehensive Connection Charges are one-time charges designed to recover the cost of capacity used for new development. The benefit is that growth is paying for growth, thereby not placing the burden of paying the capital costs of system expansions on existing customers. There are currently Water Capacity Fees, Sewer Capacity Fees, and Central System Line Fees. The Water and Sewer Capacity Fees are based on the 10 year CIP. The ten year CIP is difficult to project and has not been adopted in recent years. The most recent change to capacity fees occurred in July 2013. The Central System Line Fee is intended to recover construction costs from future development utilizing existing mains, however it is based on the area (square footage) of a parcel instead of its water and sewer use. Basing the fee on the property area does not directly correlate to the use of the utility system.

The Water and Sewer Rate Study recommended adopting an Equity Based Alternative Fee, which is called the "Connection Fee." The Connection Fee will be based on the current equity value of the utility system per equivalent dwelling unit. This enables developers to buy into the current value of the system at its current capacity. Since the fee is based on the value of the existing system, it recognizes the contributions existing users have made to the system over time, including maintenance and debt payment. The fee is calculated based on the total current valuation of water and sewer assets and total capacity of the water and sewer systems. Prior grant funding, outstanding debt and developer dedicated facilities are not included in the valuation.

$$\text{Connection Fee} = \frac{\text{Value of System} - \text{Credit}}{\text{System Capacity}}$$

- Value of Utility System is depreciated value escalated to current replacement cost.
- Credit is outstanding principal on existing utility debt and grant funding.
- System Capacity is the total capacity in utility system measured in Equivalent Dwelling Units (EDUs). Per the Code, one EDU is 250 gallons per day.



City of Salisbury

Jacob R. Day, Mayor

The July 2018 analysis provided the following calculations:

$$\begin{aligned}\text{Water Connection Fee} &= \frac{\$150,615,690 - \$4,339,622}{30,680 \text{ EDUs}} \\ &= \$4,768 \text{ per EDU} \\ &= \$5,058 \text{ Adjusted to 2020 assuming a 3\%} \\ &\quad \text{escalation per year to account for inflation} \\ \text{Sewer Connection Fee} &= \frac{\$223,883,647 - \$73,651,358}{34,000 \text{ EDUs}} \\ &= \$4,418 \text{ per EDU} \\ &= \$4,688 \text{ Adjusted to 2020 assuming a 3\%} \\ &\quad \text{escalation per year to account for inflation}\end{aligned}$$

Water capacity is based on 7.67 Million Gallons per Day per the water appropriations permit. Sewer capacity is based on 8.5 Million Gallons per Day per the rated capacity at the WWTP. The total proposed Connection Fee is \$9,746 per EDU.

One advantage with an equity based fee is that this simplifies the fee system and eliminates the Central System Line Fee. Additionally, future adjustment of the fee will be based on accepted industry cost index, additions and deletions of the City asset inventory and changes in outstanding debt. The fee would be based on infrastructure instead of capacity allowing the use of funds for facilities improvements as well as capacity projects. Finally, this establishes a benchmark for identifying the system value with the existing user allowing a more informed decision on setting the Connection Fee.

Note that this is a significant increase when looking at only the current Capacity Fees, however it will be a reduction depending on the size of the lot and whether there was a central system line fee. The current Capacity Fees are \$3,533 per EDU (\$1,513 for water and \$2,020 for sewer). Exhibit A shows a comparison of Comprehensive collection fees charges for a variety of size and type of project. Additionally, the code allows for Incentive Programs, which are connection fee waivers to target growth in specific areas.

The Sewer Lateral and Water Meter/Tap fees have been modified to reflect the actual costs expended by the Field Operations Department to install sewer laterals and water services, and related appurtenances. The property owner has the option of hiring an outside contractor or utilizing the City for these services. Since each connection to utilities is unique, the code changes reflect that actual labor and materials shall be reimbursed to the City. An estimate for the work will be provided to the property owner prior to initiating the work.

The last recommended change to the Comprehensive Connection Charges Code is to rename Facility Fee to Infrastructure Reimbursement Fee. Currently, Facility Fees can be reimbursements to either the City or to another entity that installed infrastructure for a public use. Renaming this fee to Infrastructure Reimbursement Fee will clarify the purpose of the fee.



City of Salisbury

Jacob R. Day, Mayor

Incentive Programs:

The next major proposed change to the code includes the incentive programs. There are currently three active incentive programs: Affordable Housing, Development or Redevelopment, and Single Family Infill. The incentive programs are important because they direct growth to the areas of the City where growth is desired and where utilities exist to support growth. For reference, Exhibit B shows the capacity fees collected and waived over the past 16 fiscal years.

Resolution No. 1211 was passed on February 28, 2005 and provided for affordable housing capacity fee waivers if the project meets specific criteria including that for at least 10 years, the rent shall be affordable to households earning less than 60% of the area median income. Each waiver is approved by Council via Resolution. This waiver did not come with an expiration date. This incentive program is in the Code per Section 13.02.070.B.10.

Ordinance No. 2258 was adopted on September 23, 2013 and provided for Code Section 13.04.110, which is an EDU Incentive Area to reduce the capacity fees for eligible development and redevelopment in the Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone. The Ordinance provided for a bank of 300 EDUs. The EDU Incentive Area was established for a period of five years which would have expired on September 23, 2018. Resolution No. 2864 extended the EDU Incentive Area for five years, which would expire on September 23, 2023. To date, 252.54 EDUs have been allocated through this incentive program. Over the past six years, twelve projects have received Capacity Fee Waivers which totaled \$892,223.82. Ten projects were in the Central Business District and two projects were in other zone but eligible due to being in the Enterprise Zone. This incentive program has provided a significant impact on the financial feasibility of the projects. Each waiver is approved by Council via Resolution and expires after two years.

Resolution No. 2734 was passed on February 28, 2017 and provided for a Moratorium on Building permit fees, plan review fees, plumbing permit fees, mechanical permit fees, capacity fees and central system line fees for single family, owner occupied detached dwellings. Resolution Nos. 2808 and 2911 extended the expiration of the program to February 28, 2021. This incentive program is not codified.

The recommended changes to the Code for each of the incentive programs are listed below:

1. Affordable Housing – Add that the waiver is valid for two years and is renewable for up to two one-year terms. Add that the waiver is non-transferrable.
2. Development and Redevelopment – Updated names of City Departments to reflect the July 2017 reorganization. Eliminate the EDU bank and expiration of the program. Applies to downtown zoning districts only.
3. Single Family – Add to the code in Section 13.02.080 - City infill or redevelopment projects. The single family fee waivers are proposed to be applied to only lots platted as of the date of the passing of this Ordinance (infill only). Therefore, newly subdivided single family developments will need to pay permit and connection fees.

Attached are the proposed code changes to reflect the information presented herein. Unless you or the Mayor has further questions, please forward a copy of the memo and the code changes to the City Council.

Exhibit A

Connection Fee Analysis

Project	# EDU's	Current Fees		Proposed Fees		Difference
Capacity Fees (not including meter setting fee, tapping fee, Facility Fees, inspection fees)		Water Capacity Fee	\$ 1,513.00	Water Connection Charge	\$ 5,058.00	
		Sewer Capacity Fee	\$ 2,020.00	Sewer Connection Charge	\$ 4,688.00	per EDU
			\$ 3,533.00		\$ 9,746.00	\$ 6,213.00
Existing Central System Line Fee			\$64.50/ft			
Commercial property Outside central core	6	Water Capacity Fee	\$ 9,078.00	Water Connection Charge	\$ 30,348.00	
		Sewer Capacity Fee	\$ 12,120.00	Sewer Connection Charge	\$ 28,128.00	
		Central System Line Fee	\$ -			
Total			\$ 21,198.00		\$ 58,476.00	\$ 37,278.00
Commercial property Inside central core (2 acres)	6	Water Capacity Fee	\$ 9,078.00	Water Connection Charge	\$ 30,348.00	
		Sewer Capacity Fee	\$ 12,120.00	Sewer Connection Charge	\$ 28,128.00	
		Central System Line Fee	\$ 19,038.00			
Total			\$ 40,236.00		\$ 58,476.00	\$ 18,240.00
Single Family (1/4 acre lot)	1	Water Capacity Fee	\$ 1,513.00	Water Connection Charge	\$ 5,058.00	
		Sewer Capacity Fee	\$ 2,020.00	Sewer Connection Charge	\$ 4,688.00	
		Central System Line Fee	\$ 6,731.00			
Total			\$ 10,264.00		\$ 9,746.00	\$ (518.00)
Single Family (3/4 acre lot)	1	Water Capacity Fee	\$ 1,513.00	Water Connection Charge	\$ 5,058.00	
		Sewer Capacity Fee	\$ 2,020.00	Sewer Connection Charge	\$ 4,688.00	
		Central System Line Fee	\$ 11,658.00			
Total			\$ 15,191.00		\$ 9,746.00	\$ (5,445.00)

Central System Line Fee (Per Code 13.02.070) --

Comprehensive Connection Charge of Central System Line Fee for water and sewer services connecting directly to the City's Central System. --

64.50

Per-linear-foot based on the area of the property and is the square-root of the lot area, in square feet

Exhibit B

Capacity Fee Analysis

Fiscal Year	Capacity Fee Rate	Gross Capacity Fees Collected	Capacity Fees waived for EDU Incentive Area	Capacity Fees waived for Affordable Housing	Capacity Fees waived for Single Family	Net Capacity Fees Collected
FY 2005	\$ 4,800.00	\$ 12,600.00	\$ -	\$ -	\$ -	\$ 12,600.00
FY 2006	\$ 5,300.00	\$ 393,330.00	\$ -	\$ 1,006,800.00	\$ -	\$ (613,470.00)
FY 2007	\$ 5,967.00	\$ 468,300.72	\$ -	\$ 135,680.00	\$ -	\$ 332,620.72
FY 2008	\$ 6,535.00	\$ 1,604,845.68	\$ -	\$ 78,764.00	\$ -	\$ 1,526,081.68
FY 2009	\$ 8,508.00	\$ 465,908.76	\$ -	\$ -	\$ -	\$ 465,908.76
FY 2010	\$ 8,508.00	\$ 851,821.20	\$ -	\$ -	\$ -	\$ 851,821.20
FY 2011	\$ 8,508.00	\$ 263,742.88	\$ -	\$ -	\$ -	\$ 263,742.88
FY 2012	\$ 8,508.00	\$ 369,774.70	\$ -	\$ -	\$ -	\$ 369,774.70
FY 2013	\$ 3,392.00	\$ 399,687.66	\$ -	\$ -	\$ -	\$ 399,687.66
FY 2014	\$ 3,533.00	\$ 350,882.22	\$ 21,198.00	\$ 356,833.00	\$ -	\$ (27,148.78)
FY 2015	\$ 3,533.00	\$ 502,477.39	\$ 17,665.00	\$ 120,122.00	\$ -	\$ 364,690.39
FY 2016	\$ 3,533.00	\$ 480,993.77	\$ 34,623.40	\$ 222,579.00	\$ -	\$ 223,791.37
FY 2017	\$ 3,533.00	\$ 88,395.66	\$ -	\$ -	\$ 14,132.00	\$ 74,263.66
FY 2018	\$ 3,533.00	\$ 324,943.65	\$ -	\$ -	\$ 60,061.00	\$ 264,882.65
FY 2019	\$ 3,533.00	\$ 597,939.93	\$ 603,577.72	\$ -	\$ 81,259.00	\$ (86,896.79)
FY 2020 to date	\$ 3,533.00	\$ 339,168.00	\$ 215,159.70	\$ -	\$ 105,990.00	\$ 18,018.30
		\$ 7,514,812.21	\$ 892,223.82	\$ 1,920,778.00	\$ 261,442.00	\$ 4,440,368.39

Title 13 - PUBLIC SERVICES

Chapter 13.01 - ABBREVIATIONS AND DEFINITIONS

13.01.030 - Definitions.

As used in this chapter:

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

"Administrative fee" means a fee to cover the cost of recordkeeping and to recover any handling charges and/or payment processing costs incurred by the city as a result of processing developer reimbursements. This fee is to be deducted from developer reimbursements by the city finance office.

"Approval authority" or "MDE" means the state of Maryland Secretary of the Department of the Environment and/or his designated agents and/or agencies.

"Authorized representative" of the industrial user:

1. If the industrial user is a corporation, "authorized representative" means:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation,
 - b. The manager of one or more manufacturing, production or operation facilities employing more than two hundred fifty (250) persons or having a gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) (in second-quarter 1980 dollars), if authority to sign documents have been assigned or delegated to the manager in accordance with corporate procedures;
2. If the industrial user is a partnership or sole proprietorship, an authorized representative means a general partner or proprietor, respectively;
3. If the industrial user is a federal, state or local governmental facility, an authorized representative means a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee;
4. The individuals described in subsections (1), (2) and (3) of this definition may designate another authorized representative if the authorization is in writing and submitted to the city of Salisbury wastewater pretreatment program, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for the environmental matters for the company.

"Backbone infrastructure" means and includes the water and sewer mains, pumping stations, tanks, etc. which will provide the primary service for a new service area. The water mains and tanks are typically sized for fire flow demand.

"Biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at twenty (20) degrees centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).

"Branch mains" are typically water and sewer mains eight inches or less in diameter that are intended to serve communities off of main lines or within proposed or existing developments.

"Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning ten feet outside the inner face of the building wall.

"Building sewer" means the extension from the building drain to the public sewer or other place of disposal.

"Bypass" means the intentional diversion of wastestreams from any portion of the industrial user's treatment facility.

"Connection Fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the connection unit fee by the projected EDU value (average daily water) for a particular development project. The fee shall be charged for each new connection to the city's system, regardless of location, to pay for equity in the City's utility systems.

"Connection unit fee" is a unit rate based on the equity of the water and sewer systems expressed in dollars per EDU.

"Capital costs" shall be construed to include necessary studies, investigations, designs, construction, project management and other related administrative and overhead costs incurred by the city.

"Capital improvement plan" means a five-year plan showing the city's capital outlay needs for the water treatment plant, water distribution system, wastewater collection system and wastewater treatment plant and setting forth a plan for financing those needs.

"Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by the United States EPA in accordance with Sections 307(b) and (c) of Act (33 U.S.C. 1317) which apply to a specific category or industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

"Cesspool" means a lined or partially lined pit into which raw wastewater is discharged and from which the liquid seeps into the surrounding soil.

"City" means the mayor and city council for the city of Salisbury and their duly appointed officers and/or representatives.

"Color" means the true color due to substances in solution expressed in color units on a platinum-cobalt scale.

"Combined sewer" means a sewer receiving both surface runoff and sewage.

"Composite sample" means a sample of wastewater consisting of a number of combined individual samples collected at uniform intervals based on an increment of either time or flow.

"Comprehensive connection charge" means the charge to new customers connecting to the system that includes the connection fee, infrastructure reimbursement fee, and sewer lateral and water-meter/tap fee.

"Cooling water" means the water discharged from any use, such as cooling or refrigeration, to which the only pollutant added is heat.

"Easement" means a grant of the use of a parcel of land to the city or a person or persons or the public for a specific, limited purpose, without including fee simple ownership of the land.

"Engineer" means the director of infrastructure and development of the city or his duly authorized representative.

"Environmental protection agency," or "EPA" means the United States Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the regional water management division director or duly authorized official of said agency.

"Equivalent dwelling unit (EDU)" means the average water needed to serve a typical single-family home; including allowances for inside and outside use. For the purpose of this chapter, one EDU shall equal to two hundred fifty (250) gallons per day (gpd) of water.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

"Floatable grease" means grease, fat, wax or oil in a physical state such that it will separate by gravity from wastewater by treatment in an approved facility.

"Garbage" means any solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

"Grab sample" means a sample which is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and without consideration of time.

"Grease," "fats," "wax" or "oils" means those substances, whether emulsified or not, which may solidify or become viscous at temperatures between zero degrees centigrade and sixty-five (65) degrees centigrade.

"Groundwater" means all the water under the surface of the ground not identified as flowing in well-defined channels.

"Growth improvement" means the improvement required only to provide additional capacity to accommodate growth and primarily benefits new users.

"Holding tank waste" means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump trucks.

"Indirect discharge" or "discharge" means the introduction of (nondomestic) pollutants into the city of Salisbury wastewater treatment works from any nondomestic regulated under Section 307(b), (c) or (d) of the Act.

"Individual water supply system" means a water supply system from which water is not available to the people at large, its location and outlets being on private property.

"Industrial user (IU)" means a source of indirect discharge.

"Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade or business as distinct from sanitary sewage.

"Industry" means any person, establishment, firm, company, association or group, whether public or private, engaged in a manufacturing or service enterprise.

"Infrastructure Reimbursement fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the infrastructure reimbursement unit fee by the projected EDU value (average daily water) for a particular development project.

"Infrastructure Reimbursement unit fee" is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee is a unit rate based on the cost of the system extension expressed in dollars per EDU. The system extension may have been performed by the City or a private entity. "Instantaneous maximum allowable discharge limit" means the maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

"Interference" means a discharge which alone or in conjunction with a discharge or discharges from other sources: (1) inhibits or disrupts the city of Salisbury wastewater treatment works, its treatment processes or operations or its sludge processes, use or disposal; and (2) therefore is a cause of the city of Salisbury wastewater treatment work's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

"Lot" means a plat or parcel of land occupied or intended to be occupied by a principal building or use or group of buildings and accessory buildings and uses, including all open spaces and yards having frontage on a road as defined herein.

"Main lines" means the water and sewer mains, which are part of a system extension as a backbone for a new service area.

"Master plan" means the water and sewer plan, which outlines scope and costs of potential extensions and, service areas for those extensions.

"Maximum daily demand" means the water consumption, in volume of water, used on the highest consumption day of the year, otherwise known as the peaking factor.

"Medical waste" means isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, potentially contaminated laboratory wastes and dialysis wastes.

"Meter assembly" means the piping, fittings, and valves within the water meter vault or pit that supports and secures the water meter.

"Meter box" is also referred to as "meter vault" and "meter pit," the underground structure that houses and protects the water meter and water meter assembly.

"National Pollution Discharge Elimination System Permit" or "NPDES permit" means a permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

"Natural outlet" means any outlet into a watercourse, pond, ditch or lake or other body of surface or groundwater.

"New source" means:

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of the proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located,
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source, or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered;
2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces, or adds to existing process or production equipment;
3. Construction of a new source as defined under this definition has commenced if the owner or operator has:
 - a. Began, or caused to begin as part of a continuous on-site construction program:
 - i. Any placement, assembly, or installation of facilities or equipment, or
 - ii. Significant site production site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or

contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

"Parts per million (ppm)" or "milligrams per liter (mg/l)" means the relative concentration of substance in sample of waste, by weight, in terms of the weight of such substance per unit volume of the waste.

"Pass through" means the discharge of pollutants through the WTW and/or WWTP into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city of Salisbury wastewater treatment plant's NPDES (including an increase in the magnitude or duration of a violation).

"Person" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities. The masculine gender shall include the feminine, the singular shall include the plural and the plural shall include the singular where indicated by the context of its use.

"Person" means a person, persons, partnerships, firms, corporations and cooperative enterprises.

"pH" means the measure of acidity or alkalinity of a substance expressed in standards units.

"Pollutant" means any dredged soil, solid waste, incinerator residue, sewage, garbage, sewer sludge, munitions, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, municipal and agricultural waste, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, odor).

"Potable water" means water which is safe for human consumption.

"Pretreatment" or "treatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in the wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the city of Salisbury wastewater treatment plant. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement relating to pretreatment other than a pretreatment standard imposed on an industrial user.

"Pretreatment standards" or "standards" means prohibitive discharge standards, categorical pretreatment standards and local limits.

"Private water supply" means a supply other than an approved public water supply, which serves one or more buildings.

"Privy" means a building either portable or fixed directly to a pit or vault, equipped with seating and used for excretion of bodily waste.

"Prohibited discharge standards" or "prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 13.12.070(B) of this title.

"Public sewer" means a sewer which is owned or controlled by the city of Salisbury or its duly authorized representatives and in which all owners of abutting property have equal rights. It includes that portion of the building sewer within the street right-of-way or public easement up to but not including the "clean-out" (if any) adjacent to the curb, sidewalk or edge of paving.

"Public sewer main" means the common sewer directly controlled by the city of Salisbury.

"Public water main" means a water supply pipe for public use controlled by the city of Salisbury.

"Publicly owned treatment works (POTW)," "city of Salisbury wastewater treatment works," "wastewater treatment works," "treatment works" or "works (WTW)" means a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) which is owned in this instance by the city of Salisbury. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances (sewers) which convey wastewater to the city of Salisbury wastewater treatment plant, but does not include pipes, sewers or other conveyances not connected to the city of Salisbury wastewater treatment plant. For the purposes of this chapter, this meaning shall also include any of the above mentioned facilities which convey wastewaters to the city of Salisbury wastewater treatment works from persons outside the city who are, by contract or agreement with the city, users of the city of Salisbury wastewater treatment works. These terms also include the city of Salisbury entity having jurisdiction over the industrial users and the responsibility for the maintenance of the treatment works.

"Right-of-way" means a strip of land occupied or intended to be occupied by a street, alley, crosswalk, water line, sanitary or storm sewer line, storm drain, drainage ditch, or for another special use.

"Regulatory improvement" means the improvement needed to meet regulatory requirements and benefits all users.

"Sanitary sewer" means a sewer which carries sewage and to which storm surface and groundwater are not intentionally admitted.

"Screening" means the removal of solids from liquid wastes by screening through twenty (20) mesh screens or finer.

"Septic tank" means a settling tank in which settled sludge is in immediate contact with the wastewater flowing through the tank and the organic solids are decomposed by anaerobic bacterial action.

"Septic wastes" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Sewage" or "wastewater" means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and stormwater as may be present.

"Sewer" means a pipe or conduit for carrying sewage, wastewater, surface water and/or stormwaters.

"Sewer lateral and water-meter/tap fee" is intended to cover the cost of tapping the water and sewer mains and providing the lateral, service, water meter, corporation stop, cleanout, and stub out for the water and sewer connections.

"Sewer lateral" means the section of sewer pipe extending from the public sewer main to the right-of-way or property line owned by the public authority or public utility.

"Shall" is mandatory; "may" is permissive.

"Significant industrial user" or "SIU" means any user of the city's wastewater treatment works who: (1) is subject to categorical pretreatment standards; (2) discharges having an average of twenty-five thousand (25,000) gallons per day or more of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater); (3) discharges a flow equal to or greater than five percent of the hydraulic or organic capacity of the city of Salisbury wastewater treatment plant (WWTP); (4) is designated as such by the WTW on the basis that the IU has a reasonable potential for adversely affecting the WTW's operation or for violating any pretreatment standard or requirement; or (5) is found by the WTW, MDE or the EPA to have significant impact either alone or in combination with other

contributing industries to the WTW, the quality of the sludge, the WWTP effluent quality, or air emissions generated by the system.

"Site plan" means a construction plan, prepared to scale by a registered professional engineer or other qualified professional, showing accurately and with complete dimensioning, the boundaries of a site and the location of all roadways, structures, parking, utilities, topographic modifications, and other principal site development features proposed for a specific parcel of land or portion thereof.

"Sludge" means solid, semi-solid or liquid residue removed during the treatment of industrial flows and/or wastestreams, sewage or potable water.

"Slug" or "slug load" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 13.12.070(B) of this title, cause interference of the treatment works, pass through the WWTP, endanger sewer worker safety, contaminate the sludge, cause a violation of any permit issued to the WWTP or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch discharge.

"Standard industrial code (SIC)" means a classification, pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"State" means the state of Maryland (See "Approval authority").

"Storm drain" or "storm sewer" means a sewer which carries storm and surface and drainage, but excludes sewage and industrial wastes, other than noncontact cooling waters.

"Stormwater" means any flow occurring during or following any form of natural precipitation and resulting therefrom, including snowmelt.

"Superintendent" means the superintendent of the city of Salisbury wastewater treatment plant or his authorized deputy, agent or representative.

"Surface water" means a pond, lake or a stream of water flowing in a definite direction or course. A surface stream includes the springs in which the stream originates and those that contribute to its flow. The stream flow may vary and, in times of drought, may even cease to flow at all for a period of time.

"Suspended solids" or "total suspended solids" or "TSS" means the total suspended matter that either float on the surface of or are in suspension in water, sewage or other liquids and which are water and wastewater.

"System extension" means the major, public water or sewer infrastructure extended from the central system, prompted by proposed development and oversized to serve a new service area, i.e., water and sewer mains that are eight inches or greater in diameter, pumping stations, tanks, etc.

"Toxic pollutant" means one of one hundred twenty-six (126) pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provisions of Section 307 (33 U.S.C. 1317) of the Act, as amended by EPA and/or MDE.

"Treatment plant effluent" means any discharge of pollutants from the WTW into the waters of the state.

"User" means any person who contributes, causes or permits the contribution of wastewater into the WTW.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

"Waters of the state" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state of Maryland or any portion thereof.

"Wastewater" means the liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed to or permitted to enter the city of Salisbury wastewater treatment works.

"Wastewater discharge permit" means as set forth in Section 13.12.090 of this title.

"City of Salisbury wastewater treatment plant," "wastewater treatment plant" or "treatment plant (WWTP)" means that arrangement of devices and structures, of the city of Salisbury wastewater treatment works, used to provide treatment for sewage, wastewater and industrial waste.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

Chapter 13.02 - GENERAL PROVISIONS—CONNECTION TO THE CITY'S WATER AND SEWER MAINS

13.02.020 - Legislative intent.

- A. Overview. The city of Salisbury desires to establish a consistent comprehensive connection charge. The city will establish a methodology for the comprehensive connection charge calculation. A comprehensive connection charge policy will be adopted which will specify funding of improvements and appropriate reimbursements.
- B. Goals. The goals of the comprehensive connection charge are as follows:
 - 1. To establish a consistent methodology for calculating a comprehensive connection charge;
 - 2. Capital costs due to growth are paid by new or increased water or sewer usage; The "Growth Pays for Growth" concept;
 - 3. New or increased water or sewer usage will be charged for equity in the existing system through a "connection fee";
 - 4. Property owners shall fund water and sewer extension projects when they desire to extend the city's water and sewer infrastructure into new service areas;
 - 5. Property owners that fund such projects may be reimbursed through connections according to the city of Salisbury's adopted extension reimbursement policy;
 - 6. To establish policy flexibility to allow for periodic review and adjustments of fees and terms of agreements;
 - 7. The infrastructure reimbursement fees are to be indexed yearly in order to cover the costs of inflation impacting the costs of past improvements;
 - 8. Basis of proposed methodology for connection fee is that the "value of service" is equal to all users;
 - 9. In appropriate cases, to provide incentive for development and redevelopment within the city's central system.

(Ord. 1983 (part), 2006)

13.02.050 - Responsibilities.

- A. The director of infrastructure and development shall:
 - 1. Develop and maintain a policy and procedures handbook which provides detailed information, procedures, and examples of the comprehensive connection charge, infrastructure reimbursement and other relevant development policies;
 - 2. Review and update the city's water and sewer master plan periodically;

3. Provide recommended adjustments for annual variances in the comprehensive connection charge structure in coordination with the Director of Finance to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. The specific recommendation, at a minimum, shall include the connection unit fee based on the value of the utility systems and the capacity of the systems.
- B. The director of finance shall:
1. Provide a recommended comprehensive connection charge structure in coordination with the Director of Infrastructure and Development on an annual basis to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. This rate structure shall include an administrative fee for recordkeeping and payment of processing costs;
 2. Provide a report to the Mayor and City Council on an annual basis on or before March 15 of each year, which will include a list of:
 - a. The Consumer Price Index for urban areas, commonly abbreviated as the CPI-U,
 - b. Developer reimbursements for the previous fiscal year,
 - c. Unreimbursed developer costs as of the end of the city's fiscal year and indexed using the Consumer Price Index for urban areas (CPI-U);
 3. Develop and implement procedures for collecting and recording developer reimbursements;
 4. Deposit comprehensive connection charges in an appropriate special fund to insure that the fees and all interest accruing to the special fund are designated for improvements reasonably attributable to new or increased growth and are expended to reasonably benefit the new or increased growth.

(Ord. 1983 (part), 2006)

(Ord. No. 2214, §§ 1—3, 8-13-2012; [Ord. No. 2451, 10-9-2017](#))

13.02.060 - General connection policies.

- A. Property owners requesting connection to the city's public water and sewer systems shall be required to connect to both the public water and public sewer system when available.
- B. The city shall reserve the right to evaluate each request for service and to deny the extension of the city's facilities in those cases where it is not in the best interest of the city.
- C. The city shall have the flexibility to determine how much of the master-planned infrastructure shall be constructed when presented with a new development project.
- D. Any public water and sewer facilities constructed or installed hereunder shall be the property of the city and constructed within city-owned easements and rights-of-way in accordance with city standards and specifications. The city shall specify the size, type, quality of materials, and their location. The city, or at the city's option, a pre-approved utility contractor, will perform the actual construction.
- E. Property owners requesting connection to the city's public water and/or sewer systems that are not located within the city's corporate limit shall either submit a request for annexation if the property is contiguous with the city's corporate limit or execute a pre-annexation agreement if the property is not contiguous to the city's corporate limit..
- F. Property owners requesting annexation shall not be connected with water and/or sewer service until the city approves the annexation and the annexation has become effective in accordance with state law, except in a public health emergency described in subsection G of this section.

- G. The director of infrastructure and development shall have the authority to approve water and/or sewer connections to properties outside the corporate limits of the city where water and/or sewer is available when the county health officer or designee provides a notification of the need of an immediate connection due to public health concerns, and the property owner complies with subsection (F).
- H. Property owners in previously identified urban service districts may apply for connection to water and/or sewer service.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

13.02.070 - Comprehensive connection charge.

A. Overview and General Policies.

1. The comprehensive connection charge includes connection fee, infrastructure reimbursement fee, and sewer lateral and water-meter/tap fee. The comprehensive connection charge for all customers will be calculated under the methodologies discussed in this chapter.
 - a. The connection fee will apply to all new or increased water and/or sewer usage. The connection fee is based on the number of EDUs that the user is projected to generate.
 - b. The infrastructure reimbursement fee portions will vary depending on a user's location and the required infrastructure that either must be installed or was previously installed for service to that user.
 - c. The sewer lateral and water-meter/tap fee is based on the size and installation complexity of the user's water and/or sewer connections.
2. The connection fee and infrastructure reimbursement fee are the respective amounts of each fee that a property owner will pay for water and/or sewer services for a specific property, development project, redevelopment project, or change in and/or water usage.
3. The connection fee and infrastructure reimbursement fee are the respective amounts of each fee's cost per EDU.
4. The infrastructure reimbursement fee will be indexed yearly in order to cover the costs of inflation impacting the costs of past improvements.
5. The extension of water and/or sewer mains outside the city's existing system may require major infrastructure (i.e., pumping stations, water and sewer mains greater than eight inches in diameter, storage tanks, etc.), oversized to serve the needs of the service area, as determined by the city.
6. The city will identify the new service area to be served by extensions. The city will require a water and sewer plan and estimated cost for the extension of infrastructure.
7. The city reserves the right to negotiate the property owner's payment, in full or part, for capital improvement plan projects which are required to be constructed earlier than planned, due to the demands of proposed development projects. Subsequent adjustments in the infrastructure reimbursement fee may be required.
8. The mayor and council may adopt a policy by separate resolution, which would allow discounts, deferrals, and payment plans for the comprehensive connection charge to encourage water and sewer usage that is consistent with the city's goals.
9. All comprehensive connection charge fees shall be paid before the first water meter is set or sewer service is provided to the property by the City, whichever is the first to occur.

10. The property owner shall pay the applicable comprehensive connection charge fees when due for each phase of the development.
11. The comprehensive connection charge fees for water and sewer service to a particular building unit shall be based on the unit rates in effect at the time that the fee is paid for that building unit so long as the time limit set forth in section 13.02.070A.13 has not expired.
12. Comprehensive connection charge fees shall not be paid prior to the execution of the Development Agreement. Once any comprehensive connection charge fees are paid, the first water meter shall be set and/or sewer service provided within two years, unless a request for an extension of time to set the water meter and/or provide sewer service at the same comprehensive connection charge fees previously paid is made to the Director of Infrastructure and Development in writing prior to the expiration of the two year time limit. Any extension granted shall not exceed one year. Up to two, one year extensions may be granted. The Director of Infrastructure and Development may refuse to grant a requested extension where the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to conclude the development of the project to the point where the water meter will be set and/or sewer service is provided. If the first water meter has not been set and/or sewer service has not been provided within two years of any comprehensive connection charge fee payment or any approved one year extension, the comprehensive connection charge fees in effect at the time that the water meter is set and/or sewer service provided shall apply. After the expiration of the time set forth herein, the property owner will be required to pay any increase in comprehensive connection charge fees which has occurred and the property owner will not be guaranteed the same allotment of EDUs on which the prior comprehensive connection charge fees were based.
13. Comprehensive connection charge fees, once paid, shall remain the property of the City and shall not be refunded if the unit rates decline or the project is not constructed. Instead, the money collected for fees shall be allocated to the property for which those fees were paid as a credit for future comprehensive connection charge fees owed with regard to the property.

B. Connection fee.

1. The connection unit fee shall be based on the value of the utility system, the existing utility system debt, the amount of the grants used to fund the utility system and the existing capacity of the utility system.
2. New or increase water and/or sewer usage by a property owner shall pay a connection fee adjustment that is intended to recover the capital costs of equity in the water and sewer system that is used by or reserved for new or increased usage.
3. The connection unit fee shall be calculated by determining the depreciated value of the utility system in terms of current costs for replacement. For both water and sewer, the calculation is based on value of the utility asset minus the credit from outstanding debt or grant funding, divided by the system capacity in equivalent dwelling unit (EDU).
4. Connection fees may be expressed in multiples and fractions of EDUs for various size water meters, using equivalent meters as defined by the American Water Works Association Manual M1, Water Rates, or some other generally recognized industry standard. The minimum for any property is one (1) EDU.
5. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a connection fee collected, and either the City or the property owner may request one subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the connection fee may then be adjusted and additions or deductions applied accordingly based on an average of a minimum two consecutive years of water meter billings and other documentation as required by the department of infrastructure and development. The connection fee may be increased based on average of two consecutive years of water meter billings and other documentation. Any reimbursement of connection fee shall be without interest.
6. Connection Fee Waiver for Public Sponsored or Affordable Housing.

- a. "Public sponsored or affordable housing" means any dwelling unit built or financed under a government program, regulation, or binding agreement that limits for at least ten years the price or rent charged for the unit in order to make the unit affordable to households earning less than sixty (60) percent of the area median income, adjusted for family size.
- b. Requests for a public sponsored or affordable housing connection fee waiver are submitted to the Director of Infrastructure and Development for review. After review, the department of infrastructure and development shall submit the waiver request as a resolution for city council approval.
- c. The resolution for each property will specify that the connection fee waiver is valid for two years, with the option to extend the waiver for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to complete the project.
- d. The two-year waiver begins to run from the time of the signing of the resolution awarding the waiver.
- e. The waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

C. Infrastructure reimbursement fee.

1. Infrastructure reimbursement fee's Purpose. The infrastructure reimbursement fee is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee shall be charged to properties connecting to water and/or sewer extensions outside of the city's core or central system.
2. If a developer, community association, property owner, or other entity requests that the city extend water or sewer service to a geographic area currently not served by the city's water or sewer systems, the city at its sole discretion may elect to serve such a geographic area. In such cases, the entity requesting the provision of water or sewer service shall pay for the entire costs of extending the backbone system of the water or sewer utility to such geographic area, and the city may require the requesting party to oversize the lines, pump stations, storage facilities or other capital facilities to accommodate future utility customers in or adjacent to the area requesting service.
3. All such extensions of the backbone systems shall be built in city-owned easements and/or rights-of-way in accordance with city specifications, and shall be inspected and require approval by the city. The title to such facilities shall be vested in the name of the city, unless the city determines that it is to its advantage to title such facilities in the name of another entity. A portion of, or the entire costs less the property owner's facilities fee may be reimbursed to the property owner responsible for installing the facilities. The city's reimbursement policy is set forth in Section 13.02.090, extension reimbursement policy.
4. The infrastructure reimbursement fee will use an incremental method to determine the cost. The incremental method is based solely on the actual incremental/sequential costs of property owner projects as they are added to the system. Property owners will "oversize" facilities in accordance with the city's directives to serve the entire service area.
5. Fees and service areas are adjusted for each area served. The incremental method is based on actual costs of backbone infrastructure needed to serve new areas. As a consequence, the more remote the service from the city's core system, the higher the fee because of greater infrastructure needs.
6. The infrastructure reimbursement unit fee shall be calculated by dividing the capital costs of capacity by the incremental capacity of the proposed water or sewer main improvement (in

gallons) which results in a capital cost per gallon of capacity. At the city's discretion, the infrastructure reimbursement unit fee may be calculated by dividing the capital costs of capacity by the estimated ultimate flow in the proposed water or sewer main. Such costs may be expressed in terms of capital costs per equivalent dwelling unit (EDU). This cost shall be defined to be the capital cost per gallon of capacity multiplied by two hundred fifty (250).

7. The city reserves the right to charge an infrastructure reimbursement fee for any infrastructure project, the construction of which has been authorized by the city prior to the effective date of the ordinance codified in this chapter, and for which the city has not been fully reimbursed.

D. Sewer Lateral and Water-Meter/Tap Fee.

1. Sewer Lateral and Water-Meter/Tap Fee's Purpose. This fee is intended to cover the actual cost of tapping the water and sewer mains and providing the lateral, service, water meter, corporation stop, cleanout, and stub out for the water and sewer connections, if these services are provided by the City.
2. The cost of this fee will be the actual labor and materials costs incurred by the Department of Field Operations to perform the sewer connection or water tap. The fee will be estimated prior to performing the work.
3. All other tap sizes, including combinations of meter sizes and service line size, shall be computed by the Department of Infrastructure and Development for that particular application. The cost shall be based on time, equipment and material involved with a thirty (30) percent markup on direct labor costs and fifteen (15) percent markup on equipment and materials.

(Ord. 1983 (part), 2006; Ord. No. 2249, 6-10-2013)

([Ord. No. 2451, 10-9-2017](#))

13.02.080 - City infill or redevelopment projects.

- A. Property owners with existing water and/or sewer service, who increase usage of water or sewer, shall pay a Connection Fees adjustment for the additional water and sewer volumes.
 - B. Commercial or industrial users requiring larger service will be charged for the equivalent number of EDUs used.
 - C. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a connection fee collected, and either the City or the property owner may request on subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the connection fee may then be adjusted and additions or deductions applied accordingly based on an average of a minimum two consecutive years of water meter billings and other documentation as required by the Department of Infrastructure and Development. The connection fee may be increased based on average of two consecutive years of water meter billings and other documentation. Any reimbursement of connection fee shall be without interest.
- D. Permit and Connection Fee Waiver for Single Family Detached Dwelling Units
1. This section establishes the criteria for the waiver of building permit fees, plan review fees, plumbing fees, mechanical permit fees and connection fees imposed by the City for construction of new single family detached dwelling units. The single family parcels shall be recorded as of the date of the passing of this ordinance therefore, the waiver is for infill properties only.
 2. The single-family detached dwelling proposed to be built shall conform to existing single-family detached homes in the neighborhood in which it is to be constructed and meet all required square footage and architecture requirements.

3. Requests for single family permit and connection fee waivers are submitted to the Director of Infrastructure and Development for review and internal processing.
4. The fee waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.
5. The fees waived for the construction of new single family detached dwellings shall apply only to new homes built for and sold to individuals who will reside in the structures as homeowner-occupied dwellings. Homeownership will be confirmed through the records of the Maryland Department of Assessments and Taxation upon sale and closing of the real estate transaction and by the homeowner upon demand by the City. The structure shall remain homeowner occupied for a period of not less than five (5) years.
6. In the event the homeowner ceases to occupy the property or if the property is sold and no longer remains a homeowner occupied structure, prior to the end of the five year period, waived permit fees, utility fees and other waived fees shall be due and payable to the City.
7. The fees waived as part of this program shall be a lien against the real property in question and shall be recorded, charged and collected as real property taxes owed upon a property on which there is a structure that ceased to be utilized as a homeowner-occupied structure during the five (5) year period. A notice of lien shall be recorded with the City's Finance Department and also in the Land Records of Wicomico County, if desired, by the City, detailing the types and amounts of fees that were waived in connection with the design, permitting, and construction process for each single-family home covered by the program described in this Resolution. A copy of the notice of lien shall also be provided to the homeowner. An administrative fee of \$500 shall also be collected if a structure ceases to be utilized as a homeowner-occupied structure during the five (5) year period referenced above.
8. The fees to be recovered pursuant to the lien will decline by twenty percent (20%) for each full year that the property remains homeowner-occupied. The administrative fee will not decline pursuant to this five (5) year schedule.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

13.02.090 - Extension reimbursement policy.

A. Overview.

1. This policy is intended to reimburse property owners over time for their proportionate share of the infrastructure reimbursement fee based on their initial investment, which will be indexed using the Consumer Price Index for urban areas (CPI-U).
2. Property owner risk will be based on the rate at which the area builds out and the sunset on reimbursement.
3. The maximum reimbursement to the property owner, installing the water and sewer infrastructure, will be the entire initial design and construction cost less the "infrastructure reimbursement fee" costs for the number of EDUs to be used by the property owner.
4. This policy involves full property owner funding of extension projects with no out-of-pocket costs for the city.

B. Reimbursement Procedures.

1. The director of finance, through the collection of the infrastructure reimbursement fee, will reimburse the property owner who installed the water and sewer infrastructure, as new users connect to the property owner-constructed system.
2. The director of finance will reimburse the developer within forty-five (45) calendar days of collecting the infrastructure reimbursement fee from the new user(s).
3. The director of finance shall charge an appropriate administrative fee for recordkeeping and to recover any handling charges and/or payment processing costs. The administrative fee shall be deducted from the reimbursement amount.
4. The director of finance shall calculate the reimbursement amount by using original construction cost figures that will be updated to current costs using the CPI-U.
5. It shall be the original property owner's responsibility to furnish the director of public works with contractor invoices or other forms of cost verification to be used by the city for the reimbursement calculation.

C. Sunset Clause.

1. The initial reimbursement period to property owner shall be twenty (20) years with an additional optional period of ten years.
2. The ten-year optional period shall be subject to city approval.
3. The city will consider factors such as the magnitude of the project cost, the city's historical growth rate, and the projected time period to reach build out within the area served by the water and sewer extension, before making the decision to extend the reimbursement period.

(Ord. 1983 (part), 2006)

Chapter 13.04 - GENERAL PROVISIONS—WATER AND SEWER SERVICE CHARGES

13.04.110 - EDU Incentive Areas.

- A. An equivalent dwelling unit (EDU) incentive area is established to incentivize growth in areas desired by the City.
- B. A developer may submit written documentation to the Director of Infrastructure and Development to establish eligibility for a project within the EDU incentive area if the project meets all of the following criteria:
 1. The project location is within one or more of the following areas: Central Business Zoning District; Riverfront Redevelopment Zoning District #1; Riverfront Redevelopment Zoning District #2.
 2. The project within an above referenced downtown zoning district constitutes new development or revitalization of an existing building.
 3. The project does not receive a connection fee waiver for public sponsored or affordable housing.
 4. The project complies, or will comply, with all applicable zoning and building code criteria, the adopted comprehensive plan of the City, and all requirements of the Salisbury Historic District Commission, if applicable, as confirmed by the Director of Infrastructure and Development.
 5. The project is consistent with the city sustainable community plan, on file with the Maryland Department of Housing and Community Development (DHCD). Particular attention is to be given to the following action plan elements: Supporting existing communities and reducing environmental impacts: Valuing communities and neighborhoods — building upon assets creating and/or enhancing amenities: Enhancing economic competitiveness.
 6. The project is consistent with one or more of the following benchmark objectives of a plan for transformation (2012): Increase the number of permanent, living wage jobs in the city; increase

the number of downtown housing units and the associated resident population; increase the amount of commercial square footage in the city; effectively remove twenty-five (25) percent of the impervious surface area in the downtown area without reducing existing building footprints.

C. If eligible, the developer shall comply with the following requirements and submit the required documentation to the Director of Infrastructure and Development.

1. Written requests for connection fee waivers will be submitted to the Director of Infrastructure and Development for review and to make an eligibility determination. After review and upon a favorable recommendation, Infrastructure and Development shall submit waiver requests from qualified applicants to the mayor for approval. With the mayor's approval, a resolution will be forwarded to city council for its approval.
2. The resolution for each property will specify that the connection fee waiver is valid for two years, with the option to extend the allocation for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the director of infrastructure and development finds that the property owner is not making good faith efforts to complete the project.
3. The two-year waiver begins to run from the time of the signing of the resolution awarding the collection fee waiver.
4. Waivers are assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

(Ord. No. 2258, 9-23-2013; [Ord. No. 2452, 10-9-2017](#))

Title 13 - PUBLIC SERVICES

Chapter 13.01 - ABBREVIATIONS AND DEFINITIONS

13.01.030 - Definitions.

As used in this chapter:

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

"Administrative fee" means a fee to cover the cost of recordkeeping and to recover any handling charges and/or payment processing costs incurred by the city as a result of processing developer reimbursements. This fee is to be deducted from developer reimbursements by the city finance office.

"Approval authority" or "MDE" means the state of Maryland Secretary of the Department of the Environment and/or his designated agents and/or agencies.

"Authorized representative" of the industrial user:

1. If the industrial user is a corporation, "authorized representative" means:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation,
 - b. The manager of one or more manufacturing, production or operation facilities employing more than two hundred fifty (250) persons or having a gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) (in second-quarter 1980 dollars), if authority to sign documents have been assigned or delegated to the manager in accordance with corporate procedures;
2. If the industrial user is a partnership or sole proprietorship, an authorized representative means a general partner or proprietor, respectively;
3. If the industrial user is a federal, state or local governmental facility, an authorized representative means a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee;
4. The individuals described in subsections (1), (2) and (3) of this definition may designate another authorized representative if the authorization is in writing and submitted to the city of Salisbury wastewater pretreatment program, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for the environmental matters for the company.

"Backbone infrastructure" means and includes the water and sewer mains, pumping stations, tanks, etc. which will provide the primary service for a new service area. The water mains and tanks are typically sized for fire flow demand.

"Biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at twenty (20) degrees centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).

"Branch mains" are typically water and sewer mains eight inches or less in diameter that are intended to serve communities off of main lines or within proposed or existing developments.

"Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning ten feet outside the inner face of the building wall.

"Building sewer" means the extension from the building drain to the public sewer or other place of disposal.

"Bypass" means the intentional diversion of wastestreams from any portion of the industrial user's treatment facility.

~~"Connection FeeCapacity fee"~~ is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the ~~capacity connection~~ unit fee by the projected EDU value (average daily water) for a particular development project. The fee shall be charged for each new connection to the city's system, regardless of location, to pay for ~~equity in the City's utility systems, the systems' growth and expansion projects as outlined in the city's water and sewer CIP.~~

~~"ConnectionCapacity unit fee"~~ means intended to pay for capacity in the "central system." It is based on the growth and expansion projects as outlined in the city's water and sewer CIP. The fee is a unit rate based on the ~~capacity equity of the water and sewer systems costs~~ expressed in dollars per EDU.

"Capital costs" shall be construed to include necessary studies, investigations, designs, construction, project management and other related administrative and overhead costs incurred by the city.

"Capital improvement plan" means a ~~ten~~five-year plan showing the city's capital outlay needs for the water treatment plant, water distribution system, wastewater collection system and wastewater treatment plant and setting forth a plan for financing those needs.

"Categorical pretreatment standard" or "categorical standard" means any regulation containing pollutant discharge limits promulgated by the United States EPA in accordance with Sections 307(b) and (c) of Act (33 U.S.C. 1317) which apply to a specific category or industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

~~"Central system line fee" means the line fee for new water and sewer users within the city's central system where there are existing mains from which the property is to be served. This fee reimburses the city for the construction costs of the existing mains that serve the property and is proportional to the size of the property to be served.~~

~~"Central system line unit fee" means the in-place construction cost per linear foot for eight-inch diameter water and sewer mains. The fee is calculated as the average construction contract cost for installing eight-inch water and sewer mains throughout the city water and sewer systems for the previous twelve (12) months as determined by the Department of Infrastructure and Development.~~

"Cesspool" means a lined or partially lined pit into which raw wastewater is discharged and from which the liquid seeps into the surrounding soil.

"City" means the mayor and city council for the city of Salisbury and their duly appointed officers and/or representatives.

"Color" means the true color due to substances in solution expressed in color units on a platinum-cobalt scale.

"Combined sewer" means a sewer receiving both surface runoff and sewage.

"Composite sample" means a sample of wastewater consisting of a number of combined individual samples collected at uniform intervals based on an increment of either time or flow.

"Comprehensive connection charge" means the charge to new customers connecting to the system that includes the ~~capacity connection~~ fee, ~~infrastructure reimbursementfacility~~ fee, ~~line fee~~, and sewer ~~lateral connection~~ and water-meter/tap fee.

"Cooling water" means the water discharged from any use, such as cooling or refrigeration, to which the only pollutant added is heat.

"Easement" means a grant of the use of a parcel of land to the city or a person or persons or the public for a specific, limited purpose, without including fee simple ownership of the land.

"Engineer" means the director of infrastructure and development of the city or his duly authorized representative.

"Environmental protection agency," or "EPA" means the United States Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the regional water management division director or duly authorized official of said agency.

"Equivalent dwelling unit (EDU)" means the average water needed to serve a typical single-family home; including allowances for inside and outside use. For the purpose of this chapter, one EDU shall equal to two hundred fifty (250) gallons per day (gpd) of water.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

~~"Facility fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the facility unit fee by the projected EDU value (average daily water) for a particular development project. The fee shall be charged to properties connecting to water/sewer extensions outside of the city's core or central system.~~

~~"Facility unit fee" is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee is a unit rate based on the cost of the system extension expressed in dollars per EDU.~~

"Floatable grease" means grease, fat, wax or oil in a physical state such that it will separate by gravity from wastewater by treatment in an approved facility.

"Garbage" means any solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

"Grab sample" means a sample which is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and without consideration of time.

"Grease," "fats," "wax" or "oils" means those substances, whether emulsified or not, which may solidify or become viscous at temperatures between zero degrees centigrade and sixty-five (65) degrees centigrade.

"Groundwater" means all the water under the surface of the ground not identified as flowing in well-defined channels.

"Growth improvement" means the improvement required only to provide additional capacity to accommodate growth and primarily benefits new users.

"Holding tank waste" means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump trucks.

"Indirect discharge" or "discharge" means the introduction of (nondomestic) pollutants into the city of Salisbury wastewater treatment works from any nondomestic regulated under Section 307(b), (c) or (d) of the Act.

"Individual water supply system" means a water supply system from which water is not available to the people at large, its location and outlets being on private property.

"Industrial user (IU)" means a source of indirect discharge.

"Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade or business as distinct from sanitary sewage.

"Industry" means any person, establishment, firm, company, association or group, whether public or private, engaged in a manufacturing or service enterprise.

"Infrastructure Reimbursement fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the infrastructure reimbursement unit fee by the projected EDU value (average daily water) for a particular development project.

"Infrastructure Reimbursement unit fee" is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee is a unit rate based on the cost of the system extension expressed in dollars per EDU. The system extension may have been performed by the City or a private entity."Instantaneous maximum allowable discharge limit" means the maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

"Interference" means a discharge which alone or in conjunction with a discharge or discharges from other sources: (1) inhibits or disrupts the city of Salisbury wastewater treatment works, its treatment processes or operations or its sludge processes, use or disposal; and (2) therefore is a cause of the city of Salisbury wastewater treatment work's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

~~"Line fee" means the cost of extending water distribution and sewage collection mains to exclusively serve a specific geographic area, development or neighborhood.~~

"Lot" means a plat or parcel of land occupied or intended to be occupied by a principal building or use or group of buildings and accessory buildings and uses, including all open spaces and yards having frontage on a road as defined herein.

"Main lines" means the water and sewer mains, which are part of a system extension as a backbone for a new service area.

"Master plan" means the water and sewer plan, which outlines scope and costs of potential extensions and, service areas for those extensions.

"Maximum daily demand" means the water consumption, in volume of water, used on the highest consumption day of the year, otherwise known as the peaking factor.

"Medical waste" means isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, potentially contaminated laboratory wastes and dialysis wastes.

"Meter assembly" means the piping, fittings, and valves within the water meter vault or pit that supports and secures the water meter.

"Meter box" is also referred to as "meter vault" and "meter pit," the underground structure that houses and protects the water meter and water meter assembly.

"National Pollution Discharge Elimination System Permit" or "NPDES permit" means a permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

"Natural outlet" means any outlet into a watercourse, pond, ditch or lake or other body of surface or groundwater.

"New source" means:

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of the proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located,
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source, or

- c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered;
- 2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces, or adds to existing process or production equipment;
- 3. Construction of a new source as defined under this definition has commenced if the owner or operator has:
 - a. Began, or caused to begin as part of a continuous on-site construction program:
 - i. Any placement, assembly, or installation of facilities or equipment, or
 - ii. Significant site production site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

"Parts per million (ppm)" or "milligrams per liter (mg/l)" means the relative concentration of substance in sample of waste, by weight, in terms of the weight of such substance per unit volume of the waste.

"Pass through" means the discharge of pollutants through the WTW and/or WWTP into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city of Salisbury wastewater treatment plant's NPDES (including an increase in the magnitude or duration of a violation).

"Person" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities. The masculine gender shall include the feminine, the singular shall include the plural and the plural shall include the singular where indicated by the context of its use.

"Person" means a person, persons, partnerships, firms, corporations and cooperative enterprises.

"pH" means the measure of acidity or alkalinity of a substance expressed in standards units.

"Pollutant" means any dredged soil, solid waste, incinerator residue, sewage, garbage, sewer sludge, munitions, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, municipal and agricultural waste, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, odor).

"Potable water" means water which is safe for human consumption.

"Pretreatment" or "treatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in the wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the city of Salisbury wastewater treatment plant. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement relating to pretreatment other than a pretreatment standard imposed on an industrial user.

"Pretreatment standards" or "standards" means prohibitive discharge standards, categorical pretreatment standards and local limits.

"Private water supply" means a supply other than an approved public water supply, which serves one or more buildings.

"Privy" means a building either portable or fixed directly to a pit or vault, equipped with seating and used for excretion of bodily waste.

"Prohibited discharge standards" or "prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 13.12.070(B) of this title.

"Public sewer" means a sewer which is owned or controlled by the city of Salisbury or its duly authorized representatives and in which all owners of abutting property have equal rights. It includes that portion of the building sewer within the street right-of-way or public easement up to but not including the "clean-out" (if any) adjacent to the curb, sidewalk or edge of paving.

"Public sewer main" means the common sewer directly controlled by the city of Salisbury.

"Public water main" means a water supply pipe for public use controlled by the city of Salisbury.

"Publicly owned treatment works (POTW)," "city of Salisbury wastewater treatment works," "wastewater treatment works," "treatment works" or "works (WTW)" means a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) which is owned in this instance by the city of Salisbury. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances (sewers) which convey wastewater to the city of Salisbury wastewater treatment plant, but does not include pipes, sewers or other conveyances not connected to the city of Salisbury wastewater treatment plant. For the purposes of this chapter, this meaning shall also include any of the above mentioned facilities which convey wastewaters to the city of Salisbury wastewater treatment works from persons outside the city who are, by contract or agreement with the city, users of the city of Salisbury wastewater treatment works. These terms also include the city of Salisbury entity having jurisdiction over the industrial users and the responsibility for the maintenance of the treatment works.

"Right-of-way" means a strip of land occupied or intended to be occupied by a street, alley, crosswalk, water line, sanitary or storm sewer line, storm drain, drainage ditch, or for another special use.

"Regulatory improvement" means the improvement needed to meet regulatory requirements and benefits all users.

"Sanitary sewer" means a sewer which carries sewage and to which storm surface and groundwater are not intentionally admitted.

"Screening" means the removal of solids from liquid wastes by screening through twenty (20) mesh screens or finer.

"Septic tank" means a settling tank in which settled sludge is in immediate contact with the wastewater flowing through the tank and the organic solids are decomposed by anaerobic bacterial action.

"Septic wastes" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Sewage" or "wastewater" means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and stormwater as may be present.

"Sewer" means a pipe or conduit for carrying sewage, wastewater, surface water and/or stormwaters.

"Sewer ~~lateral-connection~~ and water-meter/tap fee" is intended to cover the cost of tapping the water and sewer mains and providing the lateral, service, water meter, corporation stop, cleanout, and stub out for the ~~user~~-water and sewer connections.

"Sewer lateral" means the section of sewer pipe extending from the public sewer main to the right-of-way or property line owned by the public authority or public utility.

"Shall" is mandatory; "may" is permissive.

"Significant industrial user" or "SIU" means any user of the city's wastewater treatment works who: (1) is subject to categorical pretreatment standards; (2) discharges having an average of twenty-five thousand (25,000) gallons per day or more of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater); (3) discharges a flow equal to or greater than five percent of the hydraulic or organic capacity of the city of Salisbury wastewater treatment plant (WWTP); (4) is designated as such by the WTW on the basis that the IU has a reasonable potential for adversely affecting the WTW's operation or for violating any pretreatment standard or requirement; or (5) is found by the WTW, MDE or the EPA to have significant impact either alone or in combination with other contributing industries to the WTW, the quality of the sludge, the WWTP effluent quality, or air emissions generated by the system.

"Site plan" means a construction plan, prepared to scale by a registered professional engineer or other qualified professional, showing accurately and with complete dimensioning, the boundaries of a site and the location of all roadways, structures, parking, utilities, topographic modifications, and other principal site development features proposed for a specific parcel of land or portion thereof.

"Sludge" means solid, semi-solid or liquid residue removed during the treatment of industrial flows and/or wastestreams, sewage or potable water.

"Slug" or "slug load" means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 13.12.070(B) of this title, cause interference of the treatment works, pass through the WWTP, endanger sewer worker safety, contaminate the sludge, cause a violation of any permit issued to the WWTP or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch discharge.

"Standard industrial code (SIC)" means a classification, pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"State" means the state of Maryland (See "Approval authority").

"Storm drain" or "storm sewer" means a sewer which carries storm and surface and drainage, but excludes sewage and industrial wastes, other than noncontact cooling waters.

"Stormwater" means any flow occurring during or following any form of natural precipitation and resulting therefrom, including snowmelt.

"Superintendent" means the superintendent of the city of Salisbury wastewater treatment plant or his authorized deputy, agent or representative.

"Surface water" means a pond, lake or a stream of water flowing in a definite direction or course. A surface stream includes the springs in which the stream originates and those that contribute to its flow. The stream flow may vary and, in times of drought, may even cease to flow at all for a period of time.

"Suspended solids" or "total suspended solids" or "TSS" means the total suspended matter that either float on the surface of or are in suspension in water, sewage or other liquids and which are water and wastewater.

"System extension" means the major, public water or sewer infrastructure extended from the central system, prompted by proposed development and oversized to serve a new service area, i.e., water and sewer mains that are eight inches or greater in diameter, pumping stations, tanks, etc.

"Toxic pollutant" means one of one hundred twenty-six (126) pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provisions of Section 307 (33 U.S.C. 1317) of the Act, as amended by EPA and/or MDE.

"Treatment plant effluent" means any discharge of pollutants from the WTW into the waters of the state.

"User" means any person who contributes, causes or permits the contribution of wastewater into the WTW.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

"Waters of the state" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state of Maryland or any portion thereof.

"Wastewater" means the liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed to or permitted to enter the city of Salisbury wastewater treatment works.

"Wastewater discharge permit" means as set forth in Section 13.12.090 of this title.

"City of Salisbury wastewater treatment plant," "wastewater treatment plant" or "treatment plant (WWTP)" means that arrangement of devices and structures, of the city of Salisbury wastewater treatment works, used to provide treatment for sewage, wastewater and industrial waste.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

Chapter 13.02 - GENERAL PROVISIONS—CONNECTION TO THE CITY'S WATER AND SEWER MAINS

13.02.020 - Legislative intent.

- A. Overview. The city of Salisbury desires to establish a consistent comprehensive connection charge. The city will establish a methodology for the comprehensive connection charge calculation. A comprehensive connection charge policy will be adopted which will specify funding of improvements and appropriate reimbursements.
- B. Goals. The goals of the comprehensive connection charge are as follows:
 - 1. To establish a consistent methodology for calculating a comprehensive connection charge;
 - 2. Capital costs due to growth are paid by new or increased water or sewer usage; The "Growth Pays for Growth" concept;
 - 3. New or increased water or sewer usage will be charged for equity in the existing system a portion of the cost of the central or core system through a "capacity feeconnection fee";
 - 4. Property owners shall fund water and sewer extension projects when they desire to extend the city's water and sewer infrastructure into new service areas;
 - 5. Property owners that fund such projects may be reimbursed through connections according to the city of Salisbury's adopted extension reimbursement policy;
 - 6. To establish policy flexibility to allow for periodic review and adjustments of fees and terms of agreements;
 - 7. The facility-infrastructure reimbursement fees are to be indexed yearly in order to cover the costs of inflation impacting the costs of past improvements;

8. Basis of proposed methodology for ~~capacity fee~~connection fee is that the "value of service" is equal to all users;
9. In appropriate cases, to provide incentive for development and redevelopment within the city's central system.

(Ord. 1983 (part), 2006)

13.02.050 - Responsibilities.

A. The director of infrastructure and development shall:

1. Develop and maintain a policy and procedures handbook which provides detailed information, procedures, and examples of the comprehensive connection charge, ~~developer infrastructure~~ reimbursement and other relevant development policies;
2. Review and update the city's water and sewer master plan periodically;
3. Provide recommended adjustments for annual variances in the comprehensive connection charge structure in coordination with the Director of Finance to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. The specific recommendation, at a minimum, shall include:

~~a. The capacity connection unit fee based on the value of the utility systems and the capacity of the systems, ten-year water and sewer capital improvement plan approved by the mayor and city council;~~

~~b. The sewer connection and water tap/meter fee based on the actual costs for the previous fiscal year. To provide a transition from 1999 rates, a one-time adjustment period shall be calculated as follows: actual costs in 2005 exceed the 2005 sewer connection and water tap/meter fee by varying amounts depending on the size of the service. There will be a phase-in period from 20[0]6 through 2008 in which the sewer connection and water tap/meter fee will only partially recover actual costs through 2007 but will be incrementally increased to completely recover actual costs by 2008.~~

~~The computed fee in those years will be as follows:~~

~~2006 Fee = 2005 Fee + (2005 Costs — 2005 Fee) × 33%;~~

~~2007 Fee = 2006 Fee + (2006 Costs — 2006 Fee) × 66%;~~

~~2008 Fee = 2007 Fee + (2007 Costs — 2007 Fee) × 100%;~~

~~c. The central system line fee for new water and/or sewer users within the city's central system where there are existing mains. This central system line fee will be based on the average contract cost for installing eight-inch diameter water and sewer mains for the previous twelve (12) months.~~

B. The director of finance shall:

1. Provide a recommended comprehensive connection charge structure in coordination with the Director of Infrastructure and Development on an annual basis to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. This rate structure shall include an administrative fee for recordkeeping and payment of processing costs;
2. Provide a report to the Mayor and City Council on an annual basis on or before March 15 of each year, which will include a list of:
 - a. The Consumer Price Index for urban areas, commonly abbreviated as the CPI-U,
 - b. Developer reimbursements for the previous fiscal year,

- c. Unreimbursed developer costs as of the end of the city's fiscal year and indexed using the Consumer Price Index for urban areas (CPI-U);
3. Develop and implement procedures for collecting and recording developer reimbursements;
4. Deposit comprehensive connection charges in an appropriate special fund to insure that the fees and all interest accruing to the special fund are designated for improvements reasonably attributable to new or increased growth and are expended to reasonably benefit the new or increased growth.

(Ord. 1983 (part), 2006)

(Ord. No. 2214, §§ 1—3, 8-13-2012; [Ord. No. 2451, 10-9-2017](#).)

13.02.060 - General connection policies.

- A. Property owners requesting connection to the city's public water and sewer systems shall be required to connect to both the public water and public sewer system when available.
- B. The city shall reserve the right to evaluate each request for service and to deny the extension of the city's facilities in those cases where it is not in the best interest of the city.
- C. The city shall have the flexibility to determine how much of the master-planned infrastructure shall be constructed when presented with a new development project.
- D. Any public water and sewer facilities constructed or installed hereunder shall be the property of the city and constructed within city-owned easements and rights-of-way in accordance with city standards and specifications. The city shall specify the size, type, quality of materials, and their location. The city, or at the city's option, a pre-approved utility contractor, will perform the actual construction.
- E. Property owners requesting connection to the city's public water and/or sewer systems that are not located within the city's corporate limit shall either submit a request for annexation if the property is contiguous with the city's corporate limit or execute a pre-annexation agreement if the property is not contiguous to the city's corporate limit. ~~if a public health emergency exists pursuant to subsection G of this section.~~
- F. Property owners requesting annexation shall not be connected with water and/or sewer service until the city approves the annexation and the annexation has become effective in accordance with state law, except in a public health emergency described in subsection G of this section.
- G. The director of infrastructure and development shall have the authority to approve water and/or sewer connections to properties outside the corporate limits of the city where water and/or sewer is available when the county health officer or designee provides a notification of the need of an immediate connection due to public health concerns, and the property owner complies with subsection (F).
- H. Property owners in previously identified urban service districts may apply for connection to water and/or sewer service.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

13.02.070 - Comprehensive connection charge.

- A. Overview and General Policies.
 1. The comprehensive connection charge includes ~~four specific fees, which are: capacity fee, connection fee, facility infrastructure reimbursement fee, line fee, and sewer lateral -~~

~~connection~~ and water-meter/tap fee. The comprehensive connection charge for all customers will be calculated under the methodologies discussed in this chapter.

- a. The ~~capacity fee~~connection fee will apply to all new or increased water and/or sewer usage. The ~~capacity fee~~connection fee is based on the number of EDUs that the user is projected to generate.
 - b. The ~~facility fee and the line~~infrastructure reimbursement fee portions will vary depending on a user's location and the required infrastructure that either must be installed or was previously nstalled for service to that user.
 - c. The sewer ~~lateral-connection~~ and water-meter/tap fee is based on the size and installation complexity of the user's water and/or sewer connections.
2. The ~~capacity fee~~connection fee and, facility- infrastructure reimbursement fee, and line fee are the respective amounts of each fee that a property owner will pay for water and/or sewer services for a specific property, development project, redevelopment project, or change in and/or water usage.
 3. The ~~capacity unit fee and facility unit fee~~connection fee and infrastructure reimbursement fee are the respective amounts of each fee's cost per EDU.
 4. The ~~facility unit~~infrastructure reimbursement fee will be indexed yearly in order to cover the costs of inflation impacting the costs of past improvements.
 - ~~5. There are two types of new water and/or sewer users: a) property owners contiguous to the city's central system; b) property owners not contiguous to the city's central system. The city's central system is defined as the publicly owned water and sewer infrastructure that was operational on January 1, 2005.~~
 - ~~a. The first type of new user shall be charged a line fee for connection to existing water and/or sewer mains, called the central system line fee, in addition to other applicable fees of the comprehensive connection charge. Additional information on the central system line fee is in Section 13.02.080. The central system unit line fee will be established on an annual basis by the department of infrastructure and development and approved by the city council through resolution.~~
 - ~~b. The second type of user shall be charged a facility fee for a new service area, in addition to other applicable fees of the comprehensive connection charge. A "new service area" consists of an area outside the "central" system.~~
- ~~65.~~ The extension of water and/or sewer mains outside the city's ~~central-existing~~ system may require major infrastructure (i.e., pumping stations, water and sewer mains greater than eight inches in diameter, storage tanks, etc.), oversized to serve the needs of the service area, as determined by the city.
 - ~~76.~~ The city will identify the new service area to be served by extensions. The city will require a water and sewer plan and estimated cost for the extension of infrastructure.
 - ~~87.~~ The city reserves the right to negotiate the property owner's payment, in full or part, for capital improvement plan projects which are required to be constructed earlier than planned, due to the demands of proposed development projects. Subsequent adjustments in the ~~capacity fee~~infrastructure reimbursement fee may be required.
 - ~~98.~~ The mayor and council may adopt a policy by separate resolution, which would allow discounts, deferrals, and payment plans for the comprehensive connection charge to encourage water and sewer usage that is consistent with the city's goals.
 - ~~109.~~ All comprehensive connection charge fees shall be paid before the first water meter is set or sewer service is provided to the property by the City, whichever is the first to occur.

~~4410.~~ The property owner shall pay the applicable comprehensive connection charge fees ~~(capacity, line, central system line, facility, and sewer connection and water meter/tap fees)~~ when due for each phase of the development.

~~42.11~~ The comprehensive connection charge fees for water and sewer service to a particular building unit shall be based on the unit rates in effect at the time that the fee is paid for that building unit so long as the time limit set forth in section 13.02.070A.13 has not expired.

~~4312.~~ Comprehensive connection charge fees shall not be paid prior to the execution of the Development Agreement. Once any comprehensive connection charge fees are paid, the first water meter shall be set and/or sewer service provided within two years, unless a request for an extension of time to set the water meter and/or provide sewer service at the same comprehensive connection charge fees previously paid is made to the Director of Infrastructure and Development in writing prior to the expiration of the two year time limit. Any extension granted shall not exceed one year. Up to two, one year extensions may be granted. The Director of Infrastructure and Development may refuse to grant a requested extension where the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to conclude the development of the project to the point where the water meter will be set and/or sewer service is provided. If the first water meter has not been set and/or sewer service has not been provided within two years of any comprehensive connection charge fee payment or any approved one year extension, the comprehensive connection charge fees in effect at the time that the water meter is set and/or sewer service provided shall apply. After the expiration of the time set forth herein, the property owner will be required to pay any increase in comprehensive connection charge fees which has occurred and the property owner will not be guaranteed the same allotment of EDUs on which the prior comprehensive connection charge fees were based.

~~4413.~~ Comprehensive connection charge fees, once paid, shall remain the property of the City and shall not be refunded if the unit rates decline or the project is not constructed. Instead, the money collected for fees shall be allocated to the property for which those fees were paid as a credit for future comprehensive connection charge fees owed with regard to the property.

B. Capacity Fee Connection fee.

1. The capacity connection unit fee shall be based on the value of the utility system, the existing utility system debt, the amount of the grants used to fund the utility system and the existing capacity of the utility system. recent improvements and a ten-year water and sewer capital improvement plan approved by the city council. The CIP includes proposed major projects and equipment expenditures for the next ten budget years. The department of infrastructure and development will identify the "capacity expansion" vs. "maintenance and replacement" components of all water and sewer capital improvement plan projects and equipment. The capacity expansion component is solely for additional capacity to accommodate growth and will be paid through the capacity unit fee. All water and sewer users will fund the maintenance and replacement components through user rates.

2. New or increase water and/or sewer usage by a property owner shall pay a one-time adjustable capacity fee connection fee adjustment that is intended to recover the capital costs of capacity equity in the water and sewer system that is used by or reserved for new or increased usage.

~~3.~~ The capacity unit fee shall be based on recent improvements and a ten-year water and sewer capital improvement plan approved by the city council. The CIP includes proposed major projects and equipment expenditures for the next ten budget years. The department of public works will identify the "capacity expansion" vs. "maintenance and replacement" components of all water and sewer capital improvement plan projects and equipment. The capacity expansion component is solely for additional capacity to accommodate growth and will be paid through the capacity unit fee. All water and sewer users will fund the maintenance and replacement components through user rates.

~~43.~~ The capacity connection unit fee shall be calculated by determining the depreciated value of the utility system in terms of current costs for replacement. For both water and sewer, the calculation is based on value of the utility asset minus the credit from outstanding debt or grant funding,

~~divided by the system capacity in dividing the capital costs of capacity by the incremental capacity of the improvement (in gallons) which results in a capital cost per gallon of capacity. Such costs may be expressed in terms of capital costs per equivalent dwelling unit (EDU). This cost shall be defined to be the capital cost per gallon of capacity multiplied by two hundred fifty (250).~~

54. ~~Capacity fee~~Connection fees may be expressed in multiples and fractions of EDUs for various size water meters, using equivalent meters as defined by the American Water Works Association Manual M1, Water Rates, or some other generally recognized industry standard. The minimum for any property is one (1) EDU.

6. ~~The cost of the wastewater treatment plant improvement project will be broken down into "expansion" vs. "regulatory" based on the city's rationale of cost distribution funding sources, etc. Expansion costs shall be paid through the capacity fee. All sewer users shall share regulatory costs through the sewer usage rate structure or some other billing surcharge.~~

7. ~~The director of infrastructure and development shall define and establish capacity fees for unique customer needs, or to affect other policy goals of the city government.~~

8. ~~The capacity unit fee is based on dollars per gallon derivation for all planned water/sewer projects, which provide expansion capacity. Therefore, the capacity fee at the time of connection is two hundred fifty (250) gal/EDU x \$/gal for expansion projects. Commercial or industrial users requiring larger service will be charged for the equivalent number of EDUs used.~~

95. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a ~~capacity fee~~connection fee collected, and either the City or the property owner may request one subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the ~~capacity fee~~connection fee may then be adjusted and additions or deductions applied accordingly based on an average of a minimum two consecutive years of water meter billings and other documentation as required by the department of infrastructure and development. The ~~capacity fee~~connection fee may be increased based on average of two consecutive years of water meter billings and other documentation. Any reimbursement of ~~capacity fee~~connection fee shall be without interest.

406. Capacity-Connection Fee Waiver for Public Sponsored or Affordable Housing.

a. "Public sponsored or affordable housing" means any dwelling unit built or financed under a government program, regulation, or binding agreement that limits for at least ten years the price or rent charged for the unit in order to make the unit affordable to households earning less than sixty (60) percent of the area median income, adjusted for family size.

b. Requests for a public sponsored or affordable housing ~~capacity-connection~~ fee waiver are submitted to the Director of Infrastructure and Development for review. After review, the department of infrastructure and development shall submit the waiver request as a resolution for city council approval.

c. The resolution for each property will specify that the connection fee waiver is valid for two years, with the option to extend the waiver for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to complete the project.

d. The two-year waiver begins to run from the time of the signing of the resolution awarding the waiver.

e. The waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

C. ~~Facility Fee~~Infrastructure reimbursement fee.

1. ~~Facility Fee~~Infrastructure reimbursement fee's Purpose. The ~~facilities—infrastructure reimbursement~~ fee is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee shall be charged to properties connecting to water and/or sewer extensions outside of the city's core or central system.
2. If a developer, community association, property owner, or other entity requests that the city extend water or sewer service to a geographic area currently not served by the city's water or sewer systems, the city at its sole discretion may elect to serve such a geographic area. In such cases, the entity requesting the provision of water or sewer service shall pay for the entire costs of extending the backbone system of the water or sewer utility to such geographic area, and the city may require the requesting party to oversize the lines, pump stations, storage facilities or other capital facilities to accommodate future utility customers in or adjacent to the area requesting service.
3. All such extensions of the backbone systems shall be built in city-owned easements and/or rights-of-way in accordance with city specifications, and shall be inspected and require approval by the city. The title to such facilities shall be vested in the name of the city, unless the city determines that it is to its advantage to title such facilities in the name of another entity. A portion of, or the entire costs less the property owner's facilities fee may be reimbursed to the property owner responsible for installing the facilities. The city's reimbursement policy is set forth in Section 13.02.090, extension reimbursement policy.
4. The ~~facility fee~~infrastructure reimbursement fee will use an incremental method to determine the cost. The incremental method is based solely on the actual incremental/sequential costs of property owner projects as they are added to the system. Property owners will "oversize" facilities in accordance with the city's directives to serve the entire service area.
5. Fees and service areas are adjusted for each area served. The incremental method is based on actual costs of backbone infrastructure needed to serve new areas. As a consequence, the more remote the service from the city's core system, the higher the fee because of greater infrastructure needs.
6. The ~~facility~~infrastructure reimbursement unit fee shall be calculated by dividing the capital costs of capacity by the incremental capacity of the proposed water or sewer main improvement (in gallons) which results in a capital cost per gallon of capacity. At the city's discretion, the ~~facility~~infrastructure reimbursement unit fee may be calculated by dividing the capital costs of capacity by the estimated ultimate flow in the proposed water or sewer main. Such costs may be expressed in terms of capital costs per equivalent dwelling unit (EDU). This cost shall be defined to be the capital cost per gallon of capacity multiplied by two hundred fifty (250).
7. The city reserves the right to charge an ~~facility fee~~infrastructure reimbursement fee for any infrastructure project, the construction of which has been authorized by the city prior to the effective date of the ordinance codified in this chapter, and for which the city has not been fully reimbursed.

~~D. Line Fee.~~

- ~~1. Line Fee's Purpose. The line fee is intended to cover the costs of extending water distribution and sewage collection mains to exclusively serve a specific geographic area, development or neighborhood. The line fee charge is paid by the property owner directly to his contractor for the cost of water distribution mains and collector sewers installed within a community or development, which feed into the backbone infrastructure.~~
- ~~2. If a property owner, community association or other entity requests that properties in a specific neighborhood, development or other similarly defined geographic area receive city water and/or sewer service, then the entity requesting such service shall be responsible for designing and constructing such water distribution and/or sewer collection system (including any related appurtenances such as storage facilities or pumping stations), using design and construction~~

~~standards as may be specified by the city. Upon acceptance of such facilities by the city, title to such facilities shall be vested in the name of the city.~~

- ~~3. The city may, at its sole discretion (e.g., in the case of homes with failing septic systems), provide financing for the design and construction costs of such distribution system/collection system facilities (including related appurtenances), with recovery of the eligible capital costs and related interest costs to be effected via a payment mechanism to be established by the city, such as a one-time fee, a lien on real property to be repaid over time, a front foot assessment or any other such payment mechanism that is lawful and available for use by the city. The city may also require property owner construction of these facilities; therefore, no fees would be collected particularly if it is self-contained.~~
- ~~4. The director of infrastructure and development shall have sole discretion in determining which proposed improvements constitute "backbone infrastructure of water/sewer facilities," subject to property owner upfront funding and reimbursement under the extension policy and which improvements are subject to the "line fee" policy.~~
- ~~5. New development line fee water and sewer mains shall be constructed to city standards by a property owner and then turned over to the city.~~
- ~~6. In the event that lines are required to serve existing subdivisions, such as those with failing septic systems, this fee will enable the city to recover the cost of installing the lines.~~

ED. Sewer Lateral-Connection and Water-Meter/Tap Fee.

1. Sewer Lateral-Connection and Water-Meter/Tap Fee's Purpose. This fee is intended to cover the actual cost of tapping the water and sewer mains and providing the lateral, service, water meter, corporation stop, cleanout, and stub out for the user water and sewer connections, if these services are provided by the City.
2. The cost of this fee will be the actual labor and materials costs incurred by the Department of Field Operations to perform the sewer connection or water tap. The fee will be estimated prior to performing the work. ~~should be proportional to the projected domestic water demands, which will be reflected in the required meter size.~~
- ~~3. These fees shall be reviewed annually by the department of infrastructure and development to ensure that actual costs are being captured.~~
43. All other tap sizes, including combinations of meter sizes and service line size, shall be computed by the Department of Infrastructure and Development for that particular application. The cost shall be based on time, equipment and material involved with a thirty (30) percent markup on direct labor costs and fifteen (15) percent markup on equipment and materials.

(Ord. 1983 (part), 2006; Ord. No. 2249, 6-10-2013)

([Ord. No. 2451, 10-9-2017](#))

13.02.080 - City infill or redevelopment projects.

- ~~A. For owners of property requesting water and sewer service within the city's central system and to whose property existing water and sewer mains are adjacent to the property, the property owner will pay a city central system line fee, in addition to any other applicable fees of the comprehensive connection charge. The city central system line fee shall not apply to redevelopment of property with existing water and sewer service.~~
- ~~B. The central system line unit fee will be based on the average contract cost per linear foot for installing eight-inch diameter water and sewer mains for the previous twelve (12) months. It will be adjusted annually by resolution of the city council.~~

~~C. A specific property's central system line fee is calculated by taking the square root of the property's area in square feet and then multiplying the result by the central system line unit fee.~~

~~D. There may be proposed projects inside the city's central system, which trigger reinforcing of the existing system due to inadequate capacity. In some areas, the city may be planning a future project in the water/sewer capital improvement plan to address the problem. At the city's discretion, the developer shall fund all or a portion of the project.~~

~~EA. Property owners with existing water and/or sewer service, who increase usage of water or sewer, shall pay a the applicable Connection Fees comprehensive connection charges, to include the capacity fee adjustment for the additional water and sewer volumes.~~

~~FB. The capacity unit fee is based on dollars per gallon derivation for all planned water/sewer projects, which provide expansion capacity. Therefore, the capacity fee at the time of connection is two hundred fifty (250) gal/EDU x \$/gal for expansion projects. Commercial or industrial users requiring larger service will be charged for the equivalent number of EDUs used.~~

~~GC. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a capacity connection fee collected, and either the City or the property owner may request on subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the capacity connection fee may then be adjusted and additions or deductions applied accordingly based on an average of a minimum two consecutive years of water meter billings and other documentation as required by the Department of Infrastructure and Development. The capacity connection fee may be increased based on average of two consecutive years of water meter billings and other documentation. Any reimbursement of capacity connection fee shall be without interest.~~

D. Permit and Connection Fee Waiver for Single Family Detached Dwelling Units

1. This section establishes the criteria for the waiver of building permit fees, plan review fees, plumbing fees, mechanical permit fees and connection fees imposed by the City for construction of new single family detached dwelling units. The single family parcels shall be recorded as of the date of the passing of this ordinance therefore, the waiver is for infill properties only.

2. The single-family detached dwelling proposed to be built shall conform to existing single-family detached homes in the neighborhood in which it is to be constructed and meet all required square footage and architecture requirements.

3. Requests for single family permit and connection fee waivers are submitted to the Director of Infrastructure and Development for review and internal processing.

4. The fee waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

5. The fees waived for the construction of new single family detached dwellings shall apply only to new homes built for and sold to individuals who will reside in the structures as homeowner-occupied dwellings. Homeownership will be confirmed through the records of the Maryland Department of Assessments and Taxation upon sale and closing of the real estate transaction and by the homeowner upon demand by the City. The structure shall remain homeowner occupied for a period of not less than five (5) years.

6. In the event the homeowner ceases to occupy the property or if the property is sold and no longer remains a homeowner occupied structure, prior to the end of the five year period, waived permit fees, utility fees and other waived fees shall be due and payable to the City.

7. The fees waived as part of this program shall be a lien against the real property in question and shall be recorded, charged and collected as real property taxes owed upon a property on which there is a structure that ceased to be utilized as a homeowner-occupied structure during the five (5) year period. A notice of lien shall be recorded with the City's Finance Department and also in the Land Records of Wicomico County, if desired, by the City, detailing the types and amounts of

fees that were waived in connection with the design, permitting, and construction process for each single-family home covered by the program described in this Resolution. A copy of the notice of lien shall also be provided to the homeowner. An administrative fee of \$500 shall also be collected if a structure ceases to be utilized as a homeowner-occupied structure during the five (5) year period referenced above.

8. The fees to be recovered pursuant to the lien will decline by twenty percent (20%) for each full year that the property remains homeowner-occupied. The administrative fee will not decline pursuant to this five (5) year schedule.

(Ord. 1983 (part), 2006)

([Ord. No. 2451, 10-9-2017](#))

13.02.090 - Extension reimbursement policy.

A. Overview.

1. This policy is intended to reimburse property owners over time for their proportionate share of the ~~facility fee~~infrastructure reimbursement fee based on their initial investment, which will be indexed using the Consumer Price Index for urban areas (CPI-U).
2. Property owner risk will be based on the rate at which the area builds out and the sunset on reimbursement.
3. The maximum reimbursement to the property owner, installing the water and sewer infrastructure, will be the entire initial design and construction cost less the "~~facility fee~~infrastructure reimbursement fee" costs for the number of EDUs to be used by the property owner.
4. This policy involves full property owner funding of extension projects with no out-of-pocket costs for the city.

B. Reimbursement Procedures.

1. The director of finance, through the collection of the ~~facility fee~~infrastructure reimbursement fee, will reimburse the property owner who installed the water and sewer infrastructure, as new users connect to the property owner-constructed system.
2. The director of finance will reimburse the developer within forty-five (45) calendar days of collecting the ~~facility fee~~infrastructure reimbursement fee from the new user(s).
3. The director of finance shall charge an appropriate administrative fee for recordkeeping and to recover any handling charges and/or payment processing costs. The administrative fee shall be deducted from the reimbursement amount.
4. The director of finance shall calculate the reimbursement amount by using original construction cost figures that will be updated to current costs using the CPI-U.
5. It shall be the original property owner's responsibility to furnish the director of public works with contractor invoices or other forms of cost verification to be used by the city for the reimbursement calculation.

C. Sunset Clause.

1. The initial reimbursement period to property owner shall be twenty (20) years with an additional optional period of ten years.
2. The ten-year optional period shall be subject to city approval.

3. The city will consider factors such as the magnitude of the project cost, the city's historical growth rate, and the projected time period to reach build out within the area served by the water and sewer extension, before making the decision to extend the reimbursement period.

(Ord. 1983 (part), 2006)

Chapter 13.04 - GENERAL PROVISIONS—WATER AND SEWER SERVICE CHARGES

13.04.110 - EDU Incentive Areas.

- A. An equivalent dwelling unit (EDU) incentive area is established ~~to incentivize growth in areas desired by the City for a period of five years from the date of final passage of the ordinance. The incentive shall be reevaluated prior to the end of the five-year period. Three hundred (300) EDUs are hereby reallocated from the former Linens of the Week property for use in the EDU incentive area.~~
- B. A developer may submit written documentation to the Director of Infrastructure and Development to establish eligibility for a project within the EDU incentive area if the project meets all of the following criteria:
 1. The project location is within one or more of the following areas: Central Business Zoning District; Riverfront Redevelopment Zoning District #1; Riverfront Redevelopment Zoning District #2;~~Enterprise Zone.~~
 2. The project within an above referenced downtown zoning district constitutes new development or revitalization of an existing building;~~or a project outside a referenced district but within an enterprise zone which constitutes revitalization of an existing building.~~
 3. The project does not receive a ~~capacity fee~~connection fee waiver for public sponsored or affordable housing.
 4. The project complies, or will comply, with all applicable zoning and building code criteria, the adopted comprehensive plan of the City, and all requirements of the Salisbury Historic District Commission, if applicable, as confirmed by the Director of Infrastructure and Development.
 - ~~5. The project complies, or will comply, with all requirements of the Salisbury Historic District Commission, if applicable, as confirmed by the Director of the Housing and Community Development Department.~~
 - ~~6. The project is consistent with the adopted comprehensive plan of the city, as confirmed by the City Planner.~~
 - ~~75.~~ The project is consistent with the city sustainable community plan, on file with the Maryland Department of Housing and Community Development (DHCD),~~as confirmed by the director of community development.~~ Particular attention is to be given to the following action plan elements: Supporting existing communities and reducing environmental impacts: Valuing communities and neighborhoods — building upon assets creating and/or enhancing amenities: Enhancing economic competitiveness.
 - ~~86.~~ The project is consistent with one or more of the following benchmark objectives of a plan for transformation (2012): Increase the number of permanent, living wage jobs in the city; increase the number of downtown housing units and the associated resident population; increase the amount of commercial square footage in the city; effectively remove twenty-five (25) percent of the impervious surface area in the downtown area without reducing existing building footprints.
- C. If eligible, the developer shall comply with the following requirements and submit the required documentation to the Director of Infrastructure and Development.
 1. Written requests for ~~connection fee waivers~~EDU allocations will be submitted to the Director of Infrastructure and Development for review and to make an eligibility determination. After review and upon a favorable recommendation, Infrastructure and Development shall submit

~~waiver~~~~allocation~~ requests from qualified applicants to the mayor for approval. With the mayor's approval, a resolution will be forwarded to city council for its approval.

2. The resolution for each property will specify that the ~~connection fee waiver~~~~EDU-allocation~~ is valid for two years, with the option to extend the allocation for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the director of infrastructure and development finds that the property owner is not making good faith efforts to complete the project.
3. The two-year ~~allocation-waiver~~ begins to run from the time of the signing of the resolution awarding the ~~EDU-allocation~~~~collection fee waiver~~.
4. ~~Allocated-EDUs~~~~Waivers~~ are assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

(Ord. No. 2258, 9-23-2013; [Ord. No. 2452, 10-9-2017](#))



MEMORANDUM

To: Andy Kitzrow
Julia Glanz, City Administrator

From: Laura Soper, Director of Business Development

Subject: Main Street Improvement Grant

Date: 5/21/20

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Main Street Improvement Grant program. This funding, in the amount of \$40,000, was originally purposed for the 2020 National Folk Festival and to fund stipends for the various coordinators associated with the Festival, their work expenses, and some office expenses for the Local National Folk Festival Manager. However, due to the postponement of the 80th National Folk Festival, the Department of Housing and Community Development is reviewing a reallocation plan submitted by the City of Salisbury.

Under the reallocation plan, \$24,494.66 would be reimbursed for expenses already incurred by the FY20 National Folk Festival. \$3,000 would go towards the office rent for the Director of the National Folk Festival. And the remaining \$12,505.34 would be reallocated to a COVID-19 Microgrant program.

The National Folk Festival uses the Arts Entertainment's non-profit status to accept donations, sponsorships, and to make payments. Since this is the case, we received written approval from DHCD to shift some of these funds to the National Folk Festival bank account c/o the Salisbury Arts and Entertainment District. The Local Manager will be required to follow all stipulations of the Grant Agreement when expending the funds and the City will need to sign an amendment to the MOU with the Arts & Entertainment District c/o the National Folk Festival to transfer these funds.

Included is the proposed MOU, Grant Agreement, and a spreadsheet of the previously proposed budget and new proposed budget and uses.

USES OF FUNDS		SOURCES OF FUNDS						TOTALS
	Funds Spent (or will be spent)	DHCD	FUNDS LEFT	REALLOCATE	REALLOCATE TO PROJECT	NEW BUDGET	Grantee	
NFF – Sby Local Manager Salary & Benefits							\$65,761.05	
NFF Licensing Fees & Expenses							\$145,000.00	
Office space for NFF Manager	\$3,000.00	\$3,000.00	\$0.00	\$0.00	Keep as is	\$3,000.00		
Office supplies	\$1,000.00	\$1,000.00	\$0.00	\$0.00	Keep as is	\$1,000.00		
Volunteer Coordinator – 2 (\$3,500 each)	\$0.00	\$7,000.00	\$7,000.00	\$7,000.00	Development Coordinator Expense	\$0.00		
Food Vendor Coordinator	\$1,364.00	\$4,000.00	\$2,636.00	\$2,636.00	Downtown Micro-grant Program	\$1,364.00		
Food Vendor Assistants – 6 (\$750 each)	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00	Downtown Micro-grant Program	\$0.00		
Marketplace Coordinator	\$1,000.00	\$3,000.00	\$2,000.00	\$2,000.00	Downtown Micro-grant Program	\$1,000.00		
Transportation Coordinator	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	Downtown Micro-grant Program	\$0.00		
School Shows Coordinator	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	Development Coordinator Expense	\$0.00		
Development Coordinator	\$9,000.00	\$10,000.00	\$1,000.00	\$0.00	Keep as is, plus increase	\$18,000.00		
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1000 for transportation)	\$930.66	\$2,000.00	\$1,069.34	\$1,069.34	Downtown Micro-grant Program	\$930.66		
Social Media Marketing – attract vendors and artists	\$0.00	\$800.00	\$800.00	\$800.00	Downtown Micro-grant Program	\$0.00		
Print marketing - attract vendors and artists	\$600.00	\$600.00	\$0.00	\$0.00	Keep as is	\$600.00		
Website maintenance fee (\$100/month Oct-May, \$250/month June – Sept)	\$700.00	\$1,600.00	\$900.00	\$0.00	Keep as is	\$1,600.00		
Downtown COVID-19 Microgrant Program					New line item	\$12,505.34		
TOTALS	\$17,594.66	\$40,000.00	\$22,405.34	\$20,505.34		\$40,000.00	\$210,761.05	\$333,671.73

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and the CITY OF SALISBURY (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 22, 2019 (the "**Application**"), DHCD has approved an award of **MIP Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. **Specific Purpose.** The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. **Grant Amount.**

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

FY20 Operating Assistance Grant Agreement

amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

(h) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (i) Reduce or withhold payment in response to Grantee's next disbursement request;
- (ii) Demand repayment from Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports: Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of

FY20 Operating Assistance Grant Agreement

revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

- (i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and
- (ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Awardee receives financial or technical assistance from the Department, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) The Department's Minority Business Enterprise Program, as amended;

FY20 Operating Assistance Grant Agreement

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that the Department shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable Federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State, and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 et seq. of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA Act"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:
Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Project Manager

(b) Communication to Grantee shall be mailed to:
City of Salisbury
125 N. Division Street
Salisbury, MD 21801
Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

FY20 Operating Assistance Grant Agreement

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "Effective Date").

21. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

Ronna's Day

By: [Signature] (SEAL)
Name: Julia Glanz
Title: Town Administrator

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: [Signature] (SEAL)
Name: Leah D. Natus
Title: Assistant Secretary
for Paul Herbert
Division of Neighborhood Revitalization

12/18/19

Effective Date

Approved for form
and legal sufficiency

[Signature]
Assistant Attorney General

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

SCOPE OF SERVICES

As more fully described in Grantee's application for funds dated April 22, 2019

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 N. Division Street Salisbury, MD 21801

GRANT AMOUNT: \$40,000

USE OF FUNDS: Funds will be used to support costs associated with staffing and programs related to event logistics and planning for the National Folk Festival.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
City of Salisbury	\$210,761.05	Cash

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Office Space for National Folk Festival Manager	\$3,000		\$3,000
Office Supplies	\$1,000		\$1,000
Volunteer Coordinator – 2 (\$3,500 each)	\$7,000		\$7,000
Food Vendor Coordinator	\$4,000		\$4,000
Food Vendor Assistant – 6 (\$750 each)	\$4,500		\$4,500
Marketplace Coordinator	\$3,000		\$3,000
Transportation Coordinator	\$1,500		\$1,500
School Shows Coordinator	\$1,000		\$1,000
Development Coordinator	\$10,000		\$10,000
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1,000 for transportation)	\$2,000		\$2,000
Social Media Marketing – attract vendors and artists	\$800		\$800
Print Marketing – attract vendors and artists	\$600		\$600
Website Maintenance Fee	\$1,600		\$1,600
National Folk Festival – Local Manager Salary & Benefits		\$65,761.05	\$65,761.05
National Folk Festival Fees & Expenses		\$145,000	\$145,000
TOTALS	\$40,000	\$210,761.05	\$250,761.05

EXHIBIT C
OPERATING ASSISTANCE GRANT PROGRAM
SPECIAL CONDITIONS

MEMORANDUM OF UNDERSTANDING

Third Amendment

This Memorandum of Understanding (Amended) made as to this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Salisbury ("City") and The Salisbury Arts and Entertainment District, Inc., a 501(c)(3) organization ("Contractor") to assist in the administration of funds for the Salisbury National Folk Festival ("NFF").

RECITALS

Whereas, the City and Contractor signed a Memorandum of Understanding on November 29, 2017 for administration of funds for the Salisbury National Folk Festival; and

Whereas, the City has received additional grant funds from the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for use in connection with the Folk Festival; and

Whereas, the City is authorized and desires to transfer up to \$24,494.66 of the DHCD's grant funds for authorized expenditures identified under the DHCD grant to Contractor for allowable expenditures; and

Whereas, Contractor accepts responsibility for financial compliance under the DHCD grant terms and conditions and those contained in the signed Memorandum of Understanding between the parties, including proof of and documentation of all expenditures in compliance with the DHCD grant.

NOW, THEREFORE, in consideration of the mutual promises, recitals and agreements contained herein, and for other good and valuable consideration, the November 29, 2017 Memorandum of Understanding between the parties is amended by adding the following language to Section 8.6:

, and includes the grant agreement between the City and the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") dated December 18, 2019 from which up to \$24,494.66 will be provided to Contractor and/or Manager for payment of expenses related to the Folk Festival as outlined in the DHCD grant to the City of Salisbury. Contractor and Manager shall account for all expenses and disbursements in accordance with that grant as required under the terms and conditions of the grant.

WITNESSED BY: THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC.

Name:

Chairperson

ATTEST:

THE CITY OF SALISBURY

Name:

Julia Glanz, City Administrator

Name:

Caroline O'Hare, Local Festival Manager

ORDINANCE NO. _____

A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, A PRINCIPAL DEPARTMENT OF THE STATE OF MARYLAND (“DHCD”) AND AMENDING THE FY2020 BUDGET TO ALLOW FOR THE TRANSFER OF UP TO \$24,494.66 OF THE FUNDS TO THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC. C/O THE SALISBURY FOLK FESTIVAL FOR PROCESSING OF APPROVED CATEGORIZED EXPENDITURES CONSISTENT WITH THE GRANT IN CONNECTION WITH THE FOLK FESTIVAL AND TO ALLOW FOR THE EXPENDITURE OF \$12,505.34 FOR THE COVID-19 MICRO-GRANT FUND PROGRAM.

WHEREAS, the City of Salisbury in April 2019 submitted an Operating Assistance Grant to the Department of Housing and Community Development for financial assistance in carrying out community development activities, specifically to include assistance with the National Folk Festival to be held in the City of Salisbury; and

WHEREAS, the City of Salisbury was recently awarded grant funds of \$40,000 by the Department of Housing and Community Development, a principal department of the State of Maryland (“DHCD”) and signed the grant agreement on December 18, 2019; and

WHEREAS, the DHCD authorized the City of Salisbury to disperse grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival and considered that doing so was an appropriate use of grant funds related to the Folk Festival; and

WHEREAS, invoices and proof of payments to substantiate funds directly transferred to The Salisbury Arts and Entertainment District c/o the National Folk Festival is still required in connection with the grant; and

WHEREAS, the National Council for the Traditional Arts (NCTA), in collaboration with the City of Salisbury announced the postponement of the 2020 National Folk Festival; and

WHEREAS, the National Folk Festival incurred many expenses for the 2020 Festival in advance of the postponement; and

WHEREAS, pursuant to the Operating Agreement between the City of Salisbury and NCTA signed in June of 2017, the City is responsible for the incurred expenses; and

WHEREAS, the City of Salisbury desires to transfer up to \$24,494.66 of grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival in order to allow the festival to be reimbursed those funds as outlined in the DHCD grant exhibits; and

WHEREAS, \$3,000.00 of the grant funds will also be used to pay the rent for the office space needed for the Salisbury Folk Festival manager; and

WHEREAS, due to the postponement of the 2020 Festival there is money remaining from the DHCD grant; and

WHEREAS, the City of Salisbury already has in place with The Salisbury Arts and Entertainment District, Inc., a Memorandum of Understanding to assist in the administration of funds for the Salisbury National Folk Festival; and

WHEREAS, the Memorandum of Understanding shall be amended by adding in a specific requirement for The Salisbury Arts and Entertainment District, Inc. to require it to provide full financial reporting in accordance with the DHCD grant to ensure that all grant requirements are followed and not violated, which shall also include indemnification language to protect the City of Salisbury; and

WHEREAS, the City of Salisbury has submitted a reallocation plan for \$12,505.34 of the remaining funds to be used in conjunction with a COVID-19 business related micro-grant program; and

WHEREAS, DHCD is currently reviewing reallocation plans for the remaining funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the DHCD grant award of \$40,000.00 is hereby accepted by the City of Salisbury and that the grant funds shall be utilized by the City of Salisbury in accordance with the terms and conditions of the grant to include permission for the City of Salisbury to transfer \$24,494.66 from the grant to The Salisbury Arts and Entertainment District, Inc. for use in connection with the Salisbury Folk Festival as outlined in the grant award; that \$3,000.00 be transferred for the payment of office space rent for the Folk Festival manager; and that \$12,505.34 from the grant be authorized for use as part of the COVID-19 Micro-grant program.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT an amendment to the Memorandum of Understanding with The Salisbury Arts and Entertainment District, Inc. to identify the DHCD grant funds is also approved.

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT the FY2020 budget is hereby amended as follows:

1. Increase the MD Dept of Housing Community Development Revenue Account (10500-423601-730xx) by \$40,000.00
2. Increase the Office – Rent Expense Account (1500-554400-730xx) by \$3,000.00
3. Increase the Subrecipient – SBY A & E Expense Account (10500-569301-730xx) by \$24,494.66
4. Increase the COVID-19 Micro-Grant Program Expense Account (10500-546006-730xx) by \$12,505.34

90 AND BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after
91 the date of its final passage.

92
93 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
94 Salisbury held on the ____ day of _____, 2020, and thereafter, a statement of the
95 substance of the Ordinance having been published as required by law, was finally passed by the
96 Council on the ____ day of _____, 2020.

97
98 ATTEST:

99
100 _____
101 Kimberly R. Nichols
102 City Clerk

John R. Heath, President
Salisbury City Council

103
104 APPROVED BY ME THIS:

105
106 ____ day of _____, 2020

107
108 _____
109 Julia Glanz, City Administrator

Memo

To: City Council

From: Laura Soper

Subject: COVID-19 Microgrant Program – Donation Acceptance from Delmarva Power

Date: 6/8/20

The Office of Business Development is requesting the Council's consideration to accept a donation from Delmarva Power in the amount of \$25,000 to be used into the COVID-19 Microgrant Program. There is an existing fund of \$82,393, and Delmarva Power has graciously offered to donate an additional \$25,000 to this fund.

The grants would be available on lottery basis for qualified Downtown businesses (must be within the Revolving Loan map area) and the maximum they could apply for is up to \$2,300.

The application process will be overseen by my department and in order to apply, the business must fill out an application that will require them to demonstrate either a financial need for the grant and specify what it will be used for.

Additional Program Guidelines are as follows

- Must have been established prior to March 5, 2020 and have employed no more than 25 full-time people at that time
- Businesses must have a physical location in the Revolving Loan boundaries map, be in good standing with the State of Maryland Department of Assessments & Taxation, Wicomico County, and the City of Salisbury
- Must be engaged in activities that were regulated or impacted by the COVID-19 Maryland's State of Emergency and have a license/permit associated to that regulation
- Have no pre-existing tax liens or legal judgements prior to March 5, 2020
- The following organizations are not eligible for funding
 - Non-profits
 - Medical service providers
 - Home based businesses located in a residence
 - Churches
 - Banks & financial institutions
 - Investment real-estate entities
 - Food trucks
 - National franchises
 - Government agencies

- Grants will be awarded on a lottery basis, and applications will be accepted during a 1 week period when the program is started.
 - Only one application per business will be considered at this time
 - Applicants must remain in business 1 year after receiving the funding.

Funds Can Be Used For:

- Provide paid sick leave to employees unable to work due to the direct effect of the coronavirus
- Maintaining payroll and/or retaining employees during business disruptions or substantial shutdowns
- Meeting increased costs to obtain materials unavailable from the applicant's original source due to interrupted supply chains
- Making rent or mortgage payments
- Repaying obligations that cannot be met due to revenue losses
- Purchasing PPE or spending on safety measures to reduce the spread of COVID-19

The goal of the program is to provide funding to businesses that were most impacted by the mandated shutdowns. Businesses that were mandated to fully close (non-essential retail, salons, etc) would receive first priority in applying for the funding. (Tier 1) If funding is not fully expended on these types of businesses, secondary businesses that were impacted by partial shutdowns could apply and potentially received funding. (Tier 2)

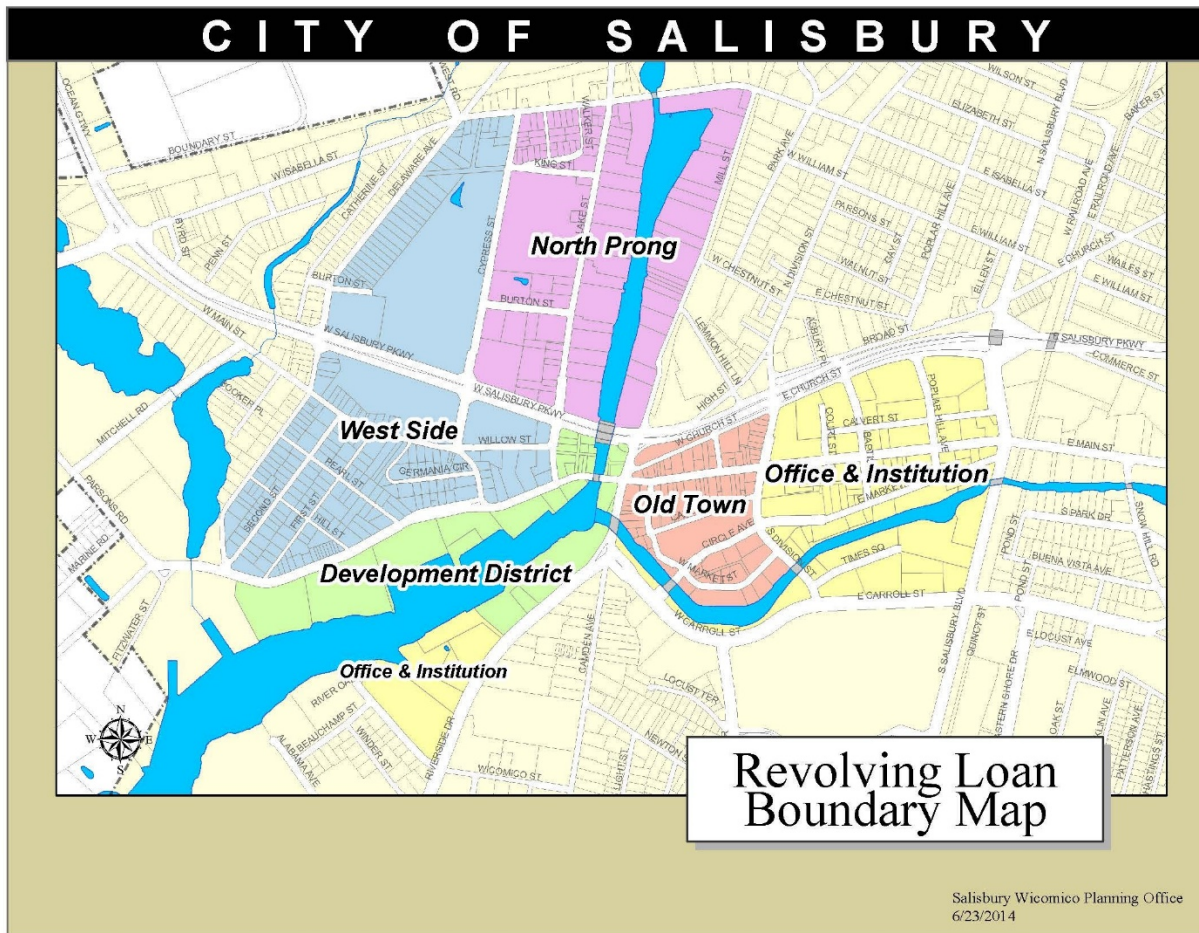
Process

1. An applicant can apply online or by email to LSoper@salisbury.md
2. The application will be reviewed by the Director of Business Development, an officer in the City of Salisbury Finance Department, and the Deputy City Administrator for completeness
 - a. The applicant must demonstrate a tangible and immediate need for funding
 - b. The applicant must certify that the funds will be used for the tangible and immediate need
3. Once the applicants are verified and approved, they will be classified by Tier 1 or Tier 2. Tier 1 applicants must meet all guidelines of the application process and demonstrate that they were mandated to be fully closed. Tier 2 applicants must demonstrate that they were mandated to partially close or saw a reduction in income as a result of COVID-19.
4. Tier 1 applicants will receive first priority and approved applications will be entered into a lottery system. If there are funds left over after the Tier 1 lottery system, a lottery will open for Tier 2 applicants.
5. Awardees will be selected at random and will receive the grant check via mail.
6. Awardees will be required to complete a disbursement form and must be able to produce receipts within 60 days of City approval



City of Salisbury

Jacob R. Day, Mayor



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT A DONATION AND TO APPROVE A BUDGET AMENDMENT OF THE FY21 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE DELMARVA POWER & LIGHT COMPANY FOR THE CITY OF SALISBURY COVID-19 MICRO-GRANT PROGRAM.

WHEREAS, Delmarva Power & Light Company wishes to donate up to \$25,000 to the City of Salisbury to be used for the Covid-19 Business Micro-grant program; and

WHEREAS, the funds received from the Delmarva Power & Light Company will directly benefit businesses in the Revolving Loan boundary map that suffered losses in relation to the COVID-19 State of Maryland Executive Orders and mandated closures; and

WHEREAS, the City of Salisbury Office of Business Development requests that these funds in the amount of \$25,000.00 be placed in the COVID-19 Micro-Grant Account, 30400-456415 to provide micro-grants for eligible businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that funds of up to \$25,000 are accepted from the Delmarva Power & Light Company.

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2021 General Fund Budget be and is hereby amended as follows:

- 1) Increase General Fund Revenue by \$25,000.00
- 2) Increase the Revolving Loan Microgrant budget by \$25,000.00.

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ day of _____, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2020

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this _____ day of _____, 2020

Julia Glanz, City Administrator



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development
Date: June 4, 2020
Re: Budget Amendment – CBF Grant for Tree Study

AP

The Department of Infrastructure & Development is requesting consideration for a budget amendment to accept a grant from the Chesapeake Bay Foundation. The City is one of six local jurisdictions that is sharing a Circuit Rider for Stormwater projects as part of the Healthy Waters Roundtable Work Group. The Circuit Rider is employed by the Chesapeake Bay Foundation and funded by the six jurisdictions, the Maryland Department of the Environment and with a National Fish and Wildlife Federation (NFWF) Grant. As part of this program, each jurisdiction is receiving funding to implement a project, which can include a study, design or construction.

Salisbury is receiving \$69,866.60 in grants to complete a Tree Canopy Study which includes an assessment of tree planting opportunities on City properties. The study will provide a recommendation of a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property. The study will also identify tree species that are prevalent in the City. The City will utilize a vendor from our Stormwater Support Contract to complete the study. The grant amount is based on the actual scope of work for the study per the attached proposal.

Attached is the sub-award grant agreement from CBF. Unless you or the Mayor have further questions, please forward a copy of this memo, the agreement and the ordinance to the City Council.



The Stables Building
2081 Clipper Park Road
Baltimore, MD 21211

May 22, 2020

Amanda Pollack
City of Salisbury Infrastructure and Development Department
125 N. Division St., Suite 202
Salisbury, MD 21801

Re: Tree Canopy Study
Biohabitats Proposal No. P20185.01
Subject: Scope of Work and Fee

Dear Ms. Pollack:

Thank you for reaching out to Biohabitats to conduct a tree canopy study for the City of Salisbury. Per your request, Biohabitats has prepared the following scope and fee to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document.

We will work with the City to develop the optimal approach to conducting the work to yield the best value. We are available to initiate the work immediately upon your direction to begin. If you have questions regarding this information, please call me at (530) 723-4852.

Sincerely,

BIOHABITATS, INC.

Rebecca Winer-Skonovd
Senior Environmental Scientist



SCOPE OF WORK

1. Biohabitats will identify tree canopy within City limits, identify plantable areas, review program and regulations that may increase or decrease tree canopy, and create a summary document.
2. Specific deliverables include a data wish list, tree canopy GIS layer that incorporates existing sea level rise mapping, summary of field assessment results, concepts for four planting opportunities, summary document, conference call agendas and meeting notes. All deliverables will be provided in an electronic format.
3. The City of Salisbury will provide consolidated comments on draft deliverables and provide a signed carry letter.
4. The scope of work does not include identification or remediation of hazardous, toxic or radioactive waste.
5. This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

Task 1 Project Kick-off and Data Collection

A kick-off call will be held with City staff to review the scope of work, approach, and timeline. Time under this task includes collecting and reviewing relevant GIS data, reports, and other documentation (such as the City's Tree City, Bee City, and Bird City applications).

Deliverables

- Conference call agenda and meeting notes
- Data request wish list

Biohabitats assumes the City staff will:

- Provide relevant data and reports, as available. This includes GIS data needed to complete the analysis of plantable areas in Task 2, including utilities and sea level rise. Biohabitats assumes that the sea level rise data will be available in a format that can be easily brought into GIS.

Task 2 Desktop Assessment: Tree Canopy 2018 Conditions

Biohabitats will perform an automated tree canopy classification with desktop accuracy assessment using National Agriculture Imagery Program (NAIP), 4-band aerial imagery from 2018. The output will be a GIS raster file with a three-category landcover classification: trees, non-tree vegetation, and non-vegetation. Spatial differences in tree canopy between areas of the City will be summarized by categories which may include zoning, neighborhoods, and/or street rights-of-way vs parcels. Summary of the methodology and results will be documented in the Task 4 Summary Document.

Using the output of the Tree Canopy Analysis and other GIS data available from the City of Salisbury, such as utilities, easements, and sea level rise, we will perform a desktop analysis to

identify potential tree planting areas on City property and other public lands, such as schools. Review of the desktop analysis with the City project manager will define and prioritize sites on City park property for field assessment. Finally, we will recommend a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property, and input from City staff. A conference call will be held to discuss results, discuss a potential tree canopy goal for the City, and finalize sites for assessment under Task 3.

Deliverables

- GIS layer depicting tree canopy conditions
- GIS layer of plantable public lands
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide input and final direction for priority City properties for field assessment and tree canopy goal

Task 3 Field Assessment: Evaluate City-Owned Properties for Planting/Enhancement

Biohabitats, with participation from GMB, will utilize a modified version of the Urban Reforestation Site Assessment (CWP, 2006) to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly-owned parcels with an emphasis on City parks. Sites from Task 2 output will be the primary focus. The primary objective is to identify candidates for reforestation, especially the largest available unforested areas and areas bordering the longest length of stream. Specific opportunities will be based on (1) planting viability by evaluating vegetation, soils, slopes, and site hydrology; (2) site constraints owing to current/planned uses, access, utilities, wetlands, required setbacks, and aesthetics issues; and (3) potential benefits evidenced by wildlife, invasive species, and total area available for forest planting. Other opportunities to improve existing vegetative conditions, remove invasives, and/or restore wetlands and other natural habitats will also be identified and impacts of sea level rise will be taken into account.

Up to 12 sites will be assessed. A “site” will be defined in collaboration with City staff. Constraints may need to be placed on the definition of a site (e.g., 1 site = 10 acres of assessed area) to ensure that we meet scope and budgetary assumptions (i.e., field crews will be able to assess 4 sites/day).

Once field work is complete, concepts will be developed for the top four sites. The top sites will be identified based on size of planting area, general feasibility, and discussions with City staff. Concepts will consist of a summary of onsite conditions and planting opportunities, including planting recommendations (species, number, location, etc.). Additional onsite recommendations may be made related to management of existing vegetation and invasives species, and sea level rise, where appropriate. A map, generated in GIS, will identify proposed planting area, any major areas of invasive species, and potential access.

Deliverables

- Summary of field assessment results in tabular format
- Draft and final concepts for top four planting opportunities
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide signed carry letter on City letterhead (Biohabitats will provide text for letter)
- Provide one consolidated set of comments on draft concepts

Task 4 Summary Document

Under this task, Biohabitats will create a Summary Document that is readable and concise. As part of the Summary Document, Biohabitats will conduct a program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development. The Summary Document will include the following:

- Summary of program review recommendations
- Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
- Summary of field assessment methodology and findings
- Recommendations to increase canopy
- Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
- Appendices including concepts for top four planting sites

A conference call will be held with the City to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Deliverables

- Draft and Final Summary Document
- Conference call agenda and notes

Biohabitats assumes that City staff will:

- Provide one consolidated set of comments on the Draft Summary Document

SCHEDULE

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Biohabitats agrees to the schedule; however weather and ongoing COVID-19 restrictions, and other delays beyond our control may result in overall schedule delay.

Task	Completion Timeline
Task 1: Project Kick-Off and Data Collection	14 days NTP
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	60 days NTP
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement ¹	120 days NTP
Task 4: Summary Document	120 days NTP

¹: Task 3 includes draft and final concepts; field work is estimated to be completed 90 days NTP, with draft and final concepts delivered with draft and final summary document

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. Compensation shall be on a time and expense basis. The budget to perform this work is as follows (detailed budget provided in Attachment A):

Task	Total Cost
Task 1: Project Kick-Off and Data Collection	\$ 4,220.00
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	\$ 18,280.00
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement	\$ 24,836.60
Task 4: Summary Document	\$ 22,530.00
Total	\$ 69,866.60

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT FROM THE CHESAPEAKE BAY FOUNDATION FOR THE PURPOSE OF A TREE CANOPY STUDY AND APPROVING AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City of Salisbury is a partner with the Chesapeake Bay Foundation through a Healthy Waters Roundtable Work Group; and

WHEREAS, the Chesapeake Bay Foundation and the City of Salisbury have been working together to improve the urban tree canopy throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to prepare a Tree Canopy Study and assessment of tree planting opportunities; and

WHEREAS, the Project will enhance the environment for the City's residents and visitors; and

WHEREAS, Chesapeake Bay Foundation has awarded the City with a grant in the amount of \$69,866.60 to provide for the Tree Canopy Study; and

WHEREAS, the City shall accept the grant in the form of reimbursements and transfer those funds from the Reimbursement Account to the Capital Projects Account.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement accepting the project terms, for the betterment of the City and its residents, and accept the grant of \$69,866.60 from the Chesapeake Bay Foundation to perform a Tree Canopy Study and further authorizes grant reimbursements to be transferred to the appropriate Capital Project account.

BE IT FURTHER ORDAINED that the City's Grant Fund Budget be amended as follows:

- 1) Increase the FY21 Chesapeake Bay Foundation Grant Revenue Account (10500-424650-xxxxx) by \$69,866.60
- 2) Increase the FY21 Chesapeake Bay Foundation Grant Expense Account (10500-513400-xxxxx) by \$69,866.60

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ day of _____, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

52 ATTEST:

53

54

55 _____
56 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

57

58 APPROVED BY ME THIS:

59

60 _____ day of _____, 2020

61

62

63 _____
Julia Glanz, City Administrator

INDEPENDENT SUBAWARD AGREEMENT

This Independent SubAward Agreement (the “Agreement”) is entered into as of June 4, 2020 (the “Effective Date”) between Chesapeake Bay Foundation, Inc. (“CBF”), a Maryland non-profit corporation, located at Philip Merrill Environmental Center, 6 Herndon Avenue, Annapolis, MD 21403, and City of Salisbury Maryland (“SubAwardee”), located at 125 N Division Street, Room 103, Salisbury, MD, 21801 and Social Security #/Fed ID 52-6000806.

WHEREAS, CBF is a non-profit, charitable organization dedicated to the conservation of the Chesapeake Bay and its rivers and streams;

WHEREAS, SubAwardee is a City in the State of Maryland;

WHEREAS, CBF wishes to hire SubAwardee to provide services to CBF as described in detail below, and SubAwardee wishes to provide such services to CBF; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **The Services.** SubAwardee will provide the services to CBF as set forth on the attached Statement(s) of Work (each collectively referred to as “SOW”) and will provide various deliverables to CBF on a timeline mutually agreed upon between the parties and made a part hereof. The parties may modify the SOWs at any time upon the mutual written agreement of the parties. CBF understands that any modifications to any SOW may result in a change in the price and the timeline.

2. **Conditions.** This Agreement involves Federal Funds through Grant Award# 0602.17.057428 and CFDA# 66.466 from Awarding Agency, National Fish & Wildlife Foundation (NFWF). SubAwardee’s acceptance of Federal Funds renders the SubAwardee to (NFWF’s Terms and Conditions) provided herein. SubAwardee’s financial management system must comply with SubAwardee’s documented internal control requirements including but not limited to cash receipts, cash disbursements, indirect costs, procurement, labor costs and interest earned on contract funds. In addition, SubAwardee must comply with all applicable Federal laws and regulations imposed on individuals and organizations receiving Federal Funds, including but not limited to Equal Opportunity Employment, the Americans with Disabilities Act and Drug-Free workplace requirements. SubAwardee agrees to perform the Services in accordance with said provisions and other applicable State and Local laws.

3. **Term and Termination.** The Term of this Agreement shall begin on the Effective Date as stated in the SOW and shall end upon CBF’s acceptance of all the deliverables set forth on the SOW and complete payment by CBF of all costs and expenses, unless earlier terminated as provided herein. Each party shall have the right to terminate this Agreement upon a material breach by the other party, if the breach remains uncured after twenty (20) days following the breaching party’s receipt of written notice from the non-breaching party outlining the nature of the breach. In addition, either party may terminate this Agreement at any time upon written notice to the other party provided that there are no pending SOWs. Furthermore, CBF may terminate this Agreement at any time upon written notice to SubAwardee if CBF’s funding for the project is terminated. In the event of early termination for any

reason, SubAwardee shall deliver to CBF all work product created up through the effective date of termination, and all fees shall be prorated based on the amount of work satisfactorily completed as of the effective date of termination. If CBF has overpaid, SubAwardee shall pay CBF the overage within twenty (20) days of the effective date of termination. If CBF has underpaid, CBF shall pay the balance due within twenty (20) days of the effective date of termination.

4. Compensation and Expenses. As consideration and compensation of SubAwardee's satisfactory performance in accordance with this Agreement, CBF agrees to pay SubAwardee the amounts set forth on the SOWs according to the payment plan in the SOWs. SubAwardee must submit a completed W-9 to CBF before payment will be made. All invoices must include current and cumulative costs and must be sent to CBF's Financial Contact by email to apeprmd@cbf.org. SubAwardee shall be responsible for all expenses relating to providing the services, unless specified otherwise in any SOW. A final statement of cumulative costs, including cost sharing, marked "FINAL" must be submitted to CBF's Financial Contact, apeprmd@cbf.org as set forth in the SOW.

5. Representations and Warranties. SubAwardee represents and warrants that its services will be provided in a timely and professional manner and will conform to standards generally observed in the industry for similar services. SubAwardee will re-perform any services not in conformance with this warranty at no charge, including any travel or other expenses related to the re-performance. In addition, SubAwardee represents and warrants that no deliverables or content provided by SubAwardee to CBF in connection with this Agreement will contain material that is an infringement of any third party's intellectual property rights or otherwise violates any law. CBF represents and warrants that no content provided by CBF to SubAwardee in connection with this Agreement will contain material that is an infringement of any third party's intellectual property right or otherwise violates any law.

6. Confidentiality. During the course of performing the services for CBF hereunder, SubAwardee may produce or may have access to Confidential Information. "Confidential Information" shall mean all information belonging to CBF, whether disclosed orally, visually, in writing or electronically, that is identified to SubAwardee as being confidential or proprietary information or that SubAwardee should reasonably understand, based on the nature of the information and the manner of disclosure, to be confidential or proprietary information. Confidential Information includes, without limitation, business plans, marketing plans, distribution plans, technical data, trade secrets and know-how, including, but not limited to, research, product and strategic plans, source code, products, services, member lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial and other business information.

During the Term and thereafter, so long as the information continues to be Confidential Information, SubAwardee shall hold in confidence and not directly or indirectly copy, disclose or use any Confidential Information, except to the extent required by any court or administrative agency, other than as reasonably necessary or appropriate in connection with SubAwardee's performance of its duties hereunder. All records, files, documents, and other materials or copies thereof relating to CBF's business that SubAwardee shall prepare or use or come into contact with shall be and remain the sole property of CBF and shall be returned to CBF upon termination of this Agreement.

The obligations of SubAwardee specified in this Section shall not apply to any Confidential Information to the extent such Confidential Information: (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act of SubAwardee; (ii) is in SubAwardee's possession at the time of disclosure other than as a result of SubAwardee's breach of any legal obligation; (iii) becomes known to SubAwardee through disclosure by sources other than CBF that are not known by SubAwardee to be under a duty of confidentiality with respect to the Confidential Information so disclosed; (iv) is independently developed by SubAwardee without reference to or reliance upon the Confidential Information; or (v) is required to be disclosed by SubAwardee to comply with applicable laws or governmental or regulatory regulations, provided, however, that Contractor provides prior written notice of such disclosure to CBF so that CBF may seek a protective order or other appropriate remedy.

7. Originality and Ownership. SubAwardee represents and warrants that all work product delivered by SubAwardee to CBF pursuant to this Agreement (collectively, the "Work Product") shall be of SubAwardee's original creation, except for materials used that are owned by CBF, materials used that are in the public domain and materials that the parties agree to license from a third party.

In exchange for the fees that CBF will be paying SubAwardee, SubAwardee agrees that CBF will be the sole owner of all the rights in and to the Work Product (subject to any pre-approved licensed third-party materials). The Work Product shall be deemed a work made for hire under copyright law. In the event that the Work Product is determined not to be a work made for hire, SubAwardee hereby transfers and assigns to CBF all right, title and interest, including copyright rights, that SubAwardee may have in and to the Work Product. SubAwardee agrees to do all acts and things and to sign whatever documents and agreements as are necessary to confirm and vest the entire right, title and interest in and to the Work Product in CBF.

SubAwardee understands that it may not use the Work Product, in whole or in part, outside the scope of this Agreement, without the express written consent of CBF. Nonetheless, SubAwardee retains all rights in and to the methodology and general know-how used by SubAwardee in creating the Work Product and SubAwardee shall have the right to use such methodology and general know-how in work for itself or other clients. In addition, SubAwardee shall have the right to use the Work Product as an example of SubAwardee's work for its own publicity purposes.

8. Regulatory Compliance. Acceptance of this SubAward constitutes certification that the:

- (a) SubAwardee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or Agency.
- (b) SubAwardee is not delinquent on any Federal debt.
- (c) SubAwardee will comply with the requirements of the Drug-Free Workplace Act.
- (d) SubAwardee will comply with the requirements of the Equal Employment Opportunity Act.
- (e) SubAwardee will comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act.
- (f) SubAwardee certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this SubAward, and that if any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with this SubAward, SubAwardee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities.

(g) SubAwardee agrees to notify CBF promptly if there is any change of status in any of the above certifications.

9. Conflicts of Interest. SubAwardee represents and warrants that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between SubAwardee and any third party. During the Term of this Agreement, SubAwardee shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. SubAwardee is expressly free to perform services for other clients while performing services for CBF.

10. Publicity. SubAwardee shall not issue a press release nor other public announcement concerning this Agreement or materials produced hereunder without prior written permission of CBF.

11. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its officers, directors, partners, members, employees, heirs and agents, from and against any and all third-party claims, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees incurred, arising out of or relating to any claim of a breach of any of the representations and warranties made by or obligations of the Indemnifying Party in this Agreement. Indemnifying Party's obligations will be subject to it having sole control of the defense of such claim and receiving reasonable assistance and cooperation from the Indemnified Party in connection with such defense.

12. Independent SubAwardee. SubAwardee is an independent SubAwardee. This Agreement shall not render SubAwardee an employee, partner, agent of, or joint venture with CBF for any purpose. SubAwardee will not be eligible for any employee benefits from CBF, nor will CBF make deductions from fees for taxes, insurance, bonds or the like.

13. Severability. If any provision of this Agreement is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and it shall not affect the validity or enforceability of any other provision.

14. Entire Agreement. This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

15. Governing Law & Venue: This Agreement, and any dispute arising under or in connection with this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. Each party hereby consents and submits to the personal jurisdiction of any local or federal court of competent jurisdiction sitting in the State of Maryland, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

16. **Waivers.** All waivers must be in writing, signed by a representative of the party granting the waiver.

17. **Assignment.** SubAwardee shall not assign any of its rights under this Agreement, nor delegate the performance of any of its duties hereunder, without CBF's prior written consent.

18. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if sent via email with confirmation of receipt. Notice shall be deemed given as of receipt and shall be addressed as follows:

If to CBF:

William Agee
Vice President, Administration
Chesapeake Bay Foundation
Philip Merrill Environmental Center
6 Herndon Avenue
Annapolis, MD 21403
wagee@cbf.org

If to Contractor:

Amanda Pollack
P.E. Director
Department of Infrastructure and Development
125 N Division Street
Room 202
Salisbury MD 21801

Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

20. **Survival.** Those provisions that by their nature survive the termination or expiration of this Agreement shall survive.

21. **Voluntary Agreement.** The parties acknowledge that they are entering into this Agreement freely and voluntarily and that they thoroughly understand and consent to all provisions hereof. Each party has reviewed this Agreement and has had an opportunity to consult with counsel and, accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

22. **Insurance:** SubAwardee, at its sole expense, shall maintain in force continuously throughout the term of this Agreement, a comprehensive general liability policy in form and amount satisfactory to CBF. Before beginning work under this Agreement, SubAwardee shall provide CBF with a certificate of insurance evidencing that the above required policy is in effect.

23. **Safety Precautions:** SubAwardee shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of this Agreement. SubAwardee shall promptly remedy any damage and loss to property caused in whole or in part by the SubAwardee, or by anyone acting on behalf of the SubAwardee.

24. **Attorney's Fees:** If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of such action, including expert witness fees, in addition to any other relief to which such party may be entitled.

25. **Force Majeure:** The performance of this contract by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the Services. This contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability, and in such event the parties will make a reasonable effort to reschedule the Services if a date and time convenient for both parties is available. If the Services cannot be rescheduled, all monies paid by either party shall be returned.

CHESAPEAKE BAY FOUNDATION, INC.

CITY OF SALISBURY MARYLAND

By: _____
William Agee
Vice President, Administration

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

CHESAPEAKE BAY FOUNDATION, INC.

By: _____
David Fogle
CFO

Date: _____

Exhibit A: Scope of Work for Subaward Agreement

Project Name: Salisbury Tree Canopy Study

Project Duration: August 1 – December 31, 2020

Project Cost: \$69,866.60

CBF Program Managers: Tom Leigh & Alan Girard

City of Salisbury Program Manager: Amanda Pollack, P.E. (APollack@salisbury.md)

Project Description: The Chesapeake Bay Foundation (CBF) will contract The City of Salisbury, MD (The City) for implementation of its National Fish & Wildlife grant project, Healthy Waters Roundtable: Improved Water Quality through Rural Regional Collaboration deliverables “to comprehensively evaluate opportunities for tree canopy increases and/or improvements within their respective jurisdictional boundary”. The City will hire and retain a subcontractor (Biohabitats) to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document. CBF will reimburse the City for costs associated with the following tasks/project milestones:

Task 1: ~August 15, 2020 Comprehensive Project Kick-Off Meeting
14 days from Notice to Proceed (NTP); NTP is estimated to begin on or about August 1, 2020

- A kick-off call will be held with partners to review the scope of work, approach, and timeline.

Task 2: ~October 1, 2020 Desktop Assessment: Tree Canopy 2018 Conditions
60 days from NTP

- Identification of potential tree planting areas on City property and other public lands, such as schools.
- Discuss potential tree canopy goal for the City.

Task 3: ~November 30, 2020 Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement”
120 days from NTP

- Assessment of up to 12 sites to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly owned parcels with an emphasis on City parks.
- Concept development for the top four sites based on size of planting area, general feasibility.
- Onsite recommendations for management of existing vegetation and invasive species, and sea level rise, where appropriate.
- GIS map generation to identify proposed planting areas, any major areas of invasive species, and potential access.

Task 4: ~December 31, 2020 Urban Tree Canopy Study Summary Document
120 days from NTP

- Program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development.
- The Study Summary Document will include the following:
 - Summary of program review recommendations
 - Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
 - Summary of field assessment methodology and findings
 - Recommendations to increase canopy
 - Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
 - Appendices including concepts for top four planting sites
- A conference call will be held with the City and partners to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Reporting Requirements:

- Narrative Progress reports: Narrative progress reports must be submitted on a monthly basis. Narrative progress reports should include a description of activities performed, progress achieved towards deliverables, and issues encountered.
- Financial reports: Financial reports must be submitted on a monthly basis. Financial reports should include actual expenses incurred, by line item, as outlined in the proposed budget. Changes to the budget between line items that will exceed 10% of the total budgeted amount must have prior approval. Items not included in the proposed budget must have prior approval.
- Report period and due dates are as follows:
 - September 30, 2020
 - October 31, 2020
 - November 30, 2020
 - December 31, 2020 Final cumulative report

Submit all reports to Alan Girard (agirard@cbf.org)

Invoicing Requirements:

CBF will reimburse the City for costs incurred related to its contract for completion of the aforementioned tasks not to exceed \$69,866.60 upon receipt and approval of invoices submitted along with required monthly reports. Invoices will be paid within 30 days.

- Frequency: Invoices must be submitted to CBF on a monthly basis. The invoicing schedule is in line with the reporting schedule above. If the Subrecipient requires more frequent payment, they may submit invoices in between the required periods. However, invoices must provide a brief progress report describing work completed. A final invoice must be submitted to CBF no later than December 31, 2020.
- Documentation required: Invoices must include total amount due, billable to CBF, period of expenses, and itemization of all expenses, including, but not limited to:
 - Personnel: Name, title, rate, and hours worked + fringe

- Travel: Miles driven, and mileage rate applied for personal vehicle use. Backup documentation for any other travel expenses incurred (i.e. meal receipts, rental car receipt, etc.)
 - Subcontract expenses: Invoices from subcontractors performing work as part of the subrecipient agreement
 - Indirect rate applied
- Submit all invoices to Alan Girard (agirard@cbf.org) and apeprmd@cbf.org.

 NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 57428		2. NFWF GRANT ID: 0602.17.057428	
	3. UNIQUE ENTITY IDENTIFIER (DUNS #) 010088987		4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 15.52%	
5. SUBRECIPIENT TYPE Non-profit Corporation		6. NFWF SUBRECIPIENT Chesapeake Bay Foundation, Inc.		
7. NFWF SUBRECIPIENT CONTACT Lauren Robinson 6 Herndon Avenue Annapolis, MD 21403 Tel: 443-482-2101 laurenrobinson@cbf.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Daley Burns National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 daley.burns@nfwf.org		
9. PROJECT TITLE Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)				
10. PROJECT DESCRIPTION Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.				
11. PERIOD OF PERFORMANCE September 1, 2017 to August 31, 2020		12. TOTAL AWARD TO SUBRECIPIENT \$316,003.47		13. TOTAL FED. FUNDS \$316,003.47
14. TOTAL NON-FED. FUNDS N/A				
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$347,707		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget (but not in excess of the rate stated in the Subrecipient's valid NICRA).				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
U.S. Environmental Protection Agency	FC.R237	9/30/2014	96331101	\$24,005,500	\$316,003.47	66.466

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) <i>William A Agee Director of Operations</i>		D. NAME AND TITLE OF NFWF AWARDOING OFFICIAL Eric Schwaab, Vice President, Conservation Programs	
B. SUBRECIPIENT BY <i>[Signature]</i>	C. DATE <i>11/9/2017</i>	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY <i>[Signature]</i>	F. DATE <i>11/20/17</i>

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
September 1, 2018	Interim Programmatic Report
October 31, 2018	Annual Financial Report
September 1, 2019	Interim Programmatic Report
October 31, 2019	Annual Financial Report
October 31, 2020	Final Financial Report
October 31, 2020	Final Programmatic Report

(2)



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original

Page 4 of 23

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receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds

expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

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2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.



2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

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2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

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2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not

be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

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SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

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SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant



Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subaward and contracts, including a requirement that Subrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

a. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.

i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
- b. Procure a commercial sex act during the period of time that the award is in effect; or**
- c. Use forced labor in the performance of the award or subawards under the award.**

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- 1. Associated with performance under this award; or**
- 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].**

2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- a. Associated with performance under this award; or**
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"**

as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

3. **Provisions applicable to any recipient-**
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 1.2.1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. **Definitions.** For purposes of this award term:
 - i. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 2. A for-profit organization.
- 1.2.2. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.



4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

Page 19 of 23

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The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient shall include the following acknowledgment of EPA support in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based on work supported by the U.S. Environmental Protection Agency and the Chesapeake Bay Program's Innovative Nutrient and Sediment Reduction grants program, which support efforts with the Chesapeake Bay watershed to accelerate nutrient and sediment reductions with innovative, sustainable, and cost-effective approaches."

The recipient is responsible for ensuring that an acknowledgment of EPA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

Tracking and Reporting Outcomes.

The NFWF Subrecipient shall track and report all applicable water quality improvement actions planned and implemented under this subaward using FieldDoc.org. Final data and information from FieldDoc.org, including estimated nutrient and sediment load reductions achieved under this subaward, must match applicable data and information reported by the NFWF Subrecipient through NFWF's Easygrants system.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR PROCUREMENT ACTIVITIES REQUIREMENTS, 40 CFR PART 33

The NFWF Subrecipient may be subject to all or part of the requirements of EPA's "Disadvantaged Business Enterprise (DBE) Program," which is located on the Internet at http://www.epa.gov/osbp/dbe_forms.htm. Regardless of any DBE Program exemption for which the NFWF Subrecipient may qualify, the NFWF Subrecipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies, and retain such records documenting compliance:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(w)

- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CYBERSECURITY TERM AND CONDITION

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b)(1) EPA must ensure that any connections between the NFWF Subrecipient's network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this Agreement and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The NFWF Subrecipient agrees that it will comply with the requirements in (b)(1) if the NFWF Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. NFWF is not required by the EPA to contact the EPA Project Officer on behalf of the NFWF's Subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the NFWF Subrecipient and EPA.

ENVIRONMENTAL ENGINEERING:

The NFWF Subrecipient shall incorporate good engineering principles/practices – a broad set of quality assurance, conservation and safety activities, as well as techniques and approaches that are commonly accepted throughout the engineering profession – into all engineering activities. Engineering work products produced under this Agreement shall bear the appropriate engineering stamp, seal, or other standardized approval.

QUALITY ASSURANCE STATEMENT: GIS ACTIVITIES:

The NFWF Subrecipient shall incorporate the practices and principles EPA's geographical information systems quality assurance. These quality assurance activities include the following requirements; to, "describe the methods of acquiring, assessing, managing, and processing data from existing sources" (EPA QA/G-5G, p. 22) and, to, "describe the quality assurance and quality control of the instruments, procedures, and methods used to create new geospatial data" (EPA QA/G-5G, p. 21). This includes the completion of FGDC metadata as a required component of all datasets. State and Federal agencies are considered trusted agencies when acquiring datasets, in compliance with EPA's geospatial guidance document. For additional information, please reference the full text of EPA's geographical information systems QA document (www.epa.gov/quality/qs-docs/g5g-final.pdf).



**SECTION 6 REPRESENTATION, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE
SPECIFIC**

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Adrienne Hull

From: Lauren Robinson
Sent: Friday, March 6, 2020 12:35 PM
To: Karen Frostbutter; Adrienne Hull; Alan Girard; Tom Leigh; Erik Fisher; Alison Prost
Subject: FW: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Received the HWRT extension!

From: easygrants@nfwf.org <easygrants@nfwf.org>
Sent: Thursday, March 5, 2020 6:12 PM
To: Lauren Robinson <LaurenRobinson@cbf.org>
Cc: andrew.young@nfwf.org
Subject: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Dear Lauren Robinson:

Your request for an amendment to the grant agreement for the "Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)" project #0602.17.057428/ Easygrants #57428 has been approved.

The new Period of Performance is September 1, 2017 to December 31, 2020. Remaining reporting requirements are as follow:

Interim Programmatic Report: September 1st, 2020

Annual Financial Report: October 31st, 2020

Final Financial Report: February 28th, 2021

Final Programmatic Report: February 28th, 2021

Please contact your Grants Administrator at Andrew.young@nfwf.org with any questions.

Thank you,

National Fish and Wildlife Foundation



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: June 1, 2020
Re: Resolution – 206 East Market Street Capacity Fee Waiver

AP

Attached is a letter from Davis Strategic Development LLC dated May 28, 2020 which requests consideration for an additional Capacity Fee waiver for the redevelopment of 206 East Market Street. 206 East Market Street was formerly known as Parking Lot 16 and will be developed into a mixed use apartment complex. Davis Strategic Development has recently acquired the adjacent parcel which was planned to be a Beer Garden. The new project will include 49 apartments and an adjacent Beer Garden.

The Lot 16 apartment project received a capacity fee waiver of 37 EDUs in May 2019 per Resolution No. 2948. As a result of the increased size of the project, the total number of EDUs associated with the project has increased. The new request is for a total of 56 EDUs, which is an increase of 19 EDUs.

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 252.54 EDUs of the original allocation of 300 EDUs have been used, therefore there are 47.46 EDUs available.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the additional Capacity Fees associated with the development of 206 East Market Street. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

Unless you or the Mayor has further questions, please forward a copy of this memo, request letter and Resolution to the City Council.

**Davis Strategic
Development LLC
318 W. Carroll Street Suite A
Salisbury, MD 21801**

May 28, 2020

City of Salisbury, Maryland

Department of Infrastructure & Development

Attn: Amanda H. Pollack, P.E., Director (apollack@salisbury.md) 125 N. Division Street, Room 202

Salisbury, Maryland 21801

**Re: Davis Strategic Development , LLC's Request for Capacity Fee
Waiver; Redevelopment of 206 E. Market Street Salisbury, MD
21801**

Dear Ms. Pollack:

On behalf of Davis Strategic Development, LLC ("Davis Simpson Holdings"), please accept this letter as Davis Simpson's formal request to the City of Salisbury for a waiver of the Capacity Fees associated with Davis Strategic Development's redevelopment of 206 E. Market Street, Salisbury, Maryland 21081 (the "Space").

As the City is aware, Davis Strategic Development plans to redevelop the Space by: building a four story apartment building that would feature one first floor parking and the 2nd through 4th floors into luxury style apartments. The building will consist of 49 apartments, and an adjacent beer garden. (the "Project").

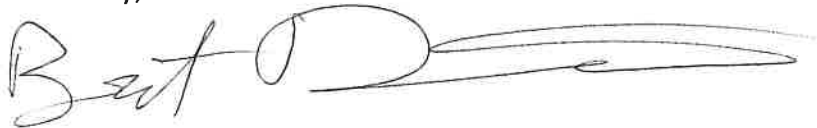
Over the course of the last year, Davis Strategic Development has received: preliminary approval from the City of Salisbury Historic District Commission (the "HDC") for the Project's design and facade; a Special Exception from the City of Salisbury Board of Zoning Appeals (the "BZA") permitting the Project's proposed building and, approval of the Project's Site Plan from the Salisbury-Wicomico County Planning & Zoning Commission. Davis Simpson request for final approval of the Project was considered by the HDC at its October 24, 2018 meeting.

Pursuant to Ordinance No. 2258, the City created and authorized an "EDU Incentive Area" to reduce the capacity fees assessed against certain development and redevelopment projects in the City's Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the City's designated Enterprise Zone. Recently, the City Council passed Resolution No. 2864, which extended the expiration date of the EDU Incentive Area until September 23, 2023. Currently, 216.2 EDUs are available for use within the City's EDU Incentive Area. Davis Strategic Development LLC 206 E. Market Street Salisbury, MD 21801

Davis Strategic Development estimates a total of 56 EDUs are needed for the Project. Under the City's EDU Incentive Area program, Davis Strategic Development is eligible for a waiver of the Capacity Fees associated with the EDUs allocated for the Project: the Project is located within the City's EDU Incentive Area; and, the Project satisfies all criteria governing the City's waiver of Capacity Fees for development projects undertaken within the EDU Incentive Area. Therefore, in accordance with the provisions of Chapter 13.04.110 of the City Code, Davis Strategic Development respectfully requests the City waive the Capacity Fees of \$197,848.00 assessed for the 56 EDUs needed for development of the Project.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. On behalf of Davis Strategic Development LLC, thank you for your time and consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Bret Davis", followed by a long, horizontal, wavy line that extends to the right.

Bret Davis

Owner

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND
4 AUTHORIZING THE CAPACITY FEE OF THE CITY'S COMPREHENSIVE
5 CONNECTION CHARGE TO BE WAIVED FOR THE DEVELOPMENT OF 206 EAST
6 MARKET STREET.

7
8 WHEREAS, Davis Strategic Development, LLC has requested a waiver of the
9 Capacity Fee for the development of 206 East Market Street; and

10
11 WHEREAS, the proposed development is located inside the City Limits and the
12 Central Business District; and

13
14 WHEREAS, the City seeks to encourage development and redevelopment in the
15 Central Business District; and

16
17 WHEREAS, the City seeks to reduce the capacity fees for eligible development and
18 redevelopment in the Central Business District by means of an Equivalent Dwelling Unit
19 (EDU) Incentive Area; and

20
21 WHEREAS, as of the date of this Resolution, 37 EDUs have been allocated to 206
22 East Market Street for Davis Strategic Development, LLC pursuant to Resolution No. 2948,
23 dated May 28, 2019; and

24
25 WHEREAS, since the passage of Resolution No. 2948, Davis Strategic Development,
26 LLC has expanded its development plans to include the development of the adjacent property
27 in conjunction with the development of 206 East Market Street, which will require an
28 additional allocation of 19 EDU, for a total allocation of 56 EDU of water and sewer service;
29 and

30
31 WHEREAS, the current Capacity Fee for one Equivalent Dwelling Unit is \$3,533.00;
32 and

33
34 WHEREAS, the Capacity Fee for 19 Equivalent Dwelling Units is \$67,146.00; and

35
36 WHEREAS, the City Council approved a Capacity Fee waiver process under
37 Ordinance No. 2258 for development in the Central Business District; and

38
39 WHEREAS, the Director of Infrastructure and Development reviewed the request and
40 has determined that the project is eligible for the Capacity Fee waiver; and

41
42 WHEREAS, the Mayor reviewed the request and supports sending the request to the
43 City Council; and

44
45 WHEREAS, if approved, the EDU allocation for the Capacity Fee waiver is valid for
46 two years from the time of the signing of this Resolution; and
47

48 WHEREAS, the property owner has the option to request an extension of the
49 allocation for two one-year terms, if approved in writing by the Director of Infrastructure and
50 Development prior to expiration of the term; and
51

52 WHEREAS, the allocated EDUs are assigned to the development of 206 East Market
53 Street and cannot be transferred by the recipient.
54

55 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
56 Maryland approves the waiver of 19 additional Equivalent Dwelling Units of Capacity Fee
57 for the development of 206 East Market Street by Davis Strategic Development, LLC, in
58 addition to the waiver of 37 Equivalent Dwelling Units of Capacity Fee as approved by the
59 Council of the City of Salisbury pursuant to Resolution No. 2948.
60

61 THIS RESOLUTION was introduced, read and duly passed at a meeting of the
62 Council of the City of Salisbury, Maryland held on _____, 2020 and is to become
63 effective immediately upon adoption.
64

65 ATTEST:

66
67 _____
68 Kimberly R. Nichols
69 CITY CLERK
70

John R. Heath
PRESIDENT, City Council

71 APPROVED by me this _____ day of _____, 2020
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74 _____
75 Julia Glanz
76 City Administrator, City of Salisbury

MEMORANDUM

To: Keith Cordrey
From: Robert McClure, Grants Coordinator
Date: June 10, 2020
Re: Edward Byrne Memorial Justice Assistance Grant (JAG)
Funds - Budget Amendment to Offset Remote Camera
Equipment Purchase

Attached please find a budget ordinance appropriating \$15,000 in grant funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. These grant funds are for reimbursement of previously purchased remote camera equipment.

In FY19, the SPD purchased remote camera equipment for a sum of \$23,107.68. This grant was awarded to help offset this cost, and needs to be allocated prior to the end of the current fiscal year.

Please forward this information to the City Council to be placed on their agenda for first reading at the June 15, 2020 meeting, and second reading / final passage at the June 22, 2020 meeting. Thank you for your assistance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BUREAU OF JUSTICE ASSISTANCE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$15,000, AND APPROVING A BUDGET AMENDMENT TO THE FY 2020 GRANT FUND TO APPROPRIATE FUNDS FOR OFFSETTING REMOTE CAMERA EQUIPMENT.

WHEREAS, the Bureau of Justice Assistance (BJA) has an Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the purpose of the JAG program is to provide states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and

WHEREAS, the City of Salisbury Police Department (SPD) submitted a grant application to the BJA for funding to reimburse expenses related to the purchase of crime camera equipment in order to expand its capacities for remote law enforcement; and

WHEREAS, the BJA has awarded the SPD funds in the amount of \$15,000 for reimbursement of expenses actualized in acquiring remote camera equipment; and

WHEREAS, the SPD has purchased remote camera equipment for a total of \$23,107.68; and

WHEREAS, all funds allocated here shall be used to reimburse funds utilized to purchase the aforementioned remote camera equipment necessary to expand the remote enforcement operations of the SPD; and

WHEREAS, the Salisbury City Charter prohibits the City from expending funds not appropriated or authorized by the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury accepts grant funds in the amount of \$15,000.00 and authorizes the Mayor to enter into a contract to accept said funds as outlined above.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2020 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY20 Bryne Memorial JAG Revenue account (10500-423101-22061) by \$15,000
- 2) Increase FY20 Bryne Memorial JAG Expense account (10500-577035-22061) by \$15,000

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

47 **ATTEST:**

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Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

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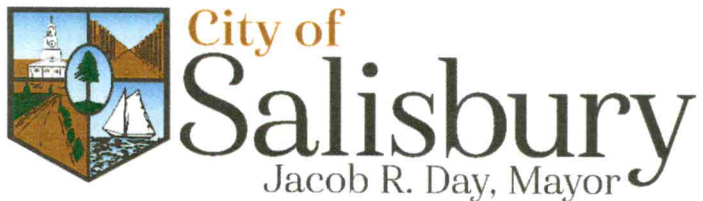
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53 APPROVED BY ME THIS ____ day of _____, 2020.

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56 _____
Julia Glanz, City Administrator



June 10, 2020

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – PRAR Grant

Attached, please find an ordinance to authorize the Salisbury Police Department to accept funds from the Office of Crime Prevention, youth, and victim services in the amount of \$24,200 for the under the FY20 Police Recruitment and Retention grant. (PRAR) The purposes of these grant funds are to help with police retention at the Salisbury Police Department. .

Unless you or the Mayor has further questions, please forward this Resolution to the City Council.

A handwritten signature in dark ink, consisting of a stylized 'D' followed by a long horizontal stroke and a large loop at the end.

David Meienschein
Assistant Chief of Police



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

May 26, 2020

Chief Barbara Duncan
Chief of Police
Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801

RE: PRAR-2020-0035

Dear Chief Duncan:

I am pleased to inform you that your grant application submitted by **Salisbury Police Department**, entitled "**Recruitment and Retention**," in the amount of ~~\$2,050.00~~ ^{\$24,200} has received approval under the Police Recruitment and Retention program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Salisbury Police Department's Recruitment and Retention initiative helps reduce existing gaps with recruiting and retaining personnel, and fosters collaboration within the agency to keep and maintain the best qualified sworn personnel. Grant funding provide incentives.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Angela Carpintieri**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", with a stylized, cursive script.

V. Glenn Fueston, Jr.
Executive Director

cc: Colonel David T. Meienschein



5/26/2020

Governor's Office of Crime Control and Prevention



Control Number:

39030

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number: PRAR-2020-0035
Sub-recipient: Salisbury Police Department
Project Title: Recruitment and Retention
Implementing Agency: Salisbury Police Department
Award Period: **04/01/2020 - 06/30/2020**

CFDA: N/A

Funding Summary	Grant Funds	100.0 %	\$2,050.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$2,050.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

State

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Chief Barbara Ducaua

Typed Name And Title

6/11/2020

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 1 Approved by the Governor's Office of Crime Control & Prevention (GOCCP) of the submitted application, and the sub-award that it has generated, is for the time period stated in this Sub-award Package and constitutes no commitment for the continuation of funding beyond that time period.
- 2 This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.
- 3 This sub-award is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the GOCCP website, as accepted by the Authorized Official on the official Award Acceptance document. GOCCP retains the right to add Special Conditions, if and when needed, during the life of the award period. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from GOCCP for grant funds, irrelevant of the funding source.
- 4 The original Award Acceptance document containing the original signature of the Executive Director of GOCCP must be signed, preferably in BLUE INK, by the Authorized Official noted on the submitted application. This document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Acceptance of this sub-award constitutes a commitment. Failure to comply will prevent program/project activity and result in the delay of reimbursement.

The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the sub-award.

- 5 The Notice of Project Commencement/Delay form must be signed (initialed in Section II, AND signed at the bottom) by the Project Director and must be uploaded in the Grants Management System (GMS) WITHIN 30 CALENDAR DAYS of the receipt of the award package. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by GOCCP.

NOTE: If the project will not commence within 30 calendar days of the Starting Date of the Period of Award, an explanation of the steps taken to initiate the project, the reason for delay, and the expected commencement date must be explained and justified on the Notice of Project Commencement/Delay Form in Section III. Failure to comply will result in delay of reimbursement.

ANY delay of your project AFTER submission of the Project Commencement/Delay Form will require the submission of a Grant Modification Form and approval by GOCCP. One blank Modification form is sent with every award package. For potential future modifications of any kind you may access the form through the GOCCP GMS.

Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

- 6 The Federal Civil Rights Questionnaire (FCRQ) and Certification Form are a post award process that occurs bi-annually (2011, 2013, etc), and are for federal funds only. Submission of certification is completed through online registration. These documents must be completed and returned, with any additional attachments (posters, complaint forms), to GOCCP within 90 CALENDAR DAYS of the receipt of the Award and may be uploaded electronically to GMS. For internal assistance please contact your Department of Human Resources, Personnel Department, Fair Practices, or internal Human Resource/Personnel contact. The FIRST PAGE of the actual questionnaire MUST reference only ONE sub-award number. This must always be the second page of your response packet, with a copy of the federal Certification Form being the first. The certification process must be completed online as the Office of Justice Programs (OJP) no longer accepts paper forms. The Certification Form and additional instructions may be obtained at <http://www.ojp.gov/about/ocr/eeop.htm>.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 7 The Start Date of the Period of Award is the earliest date that can be used as the project commencement date. No obligation or expenditure of funds is allowed prior to this date.

The sub-award may be terminated by one or both parties with written notice. If the sub-award is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses MUST be provided within 60 calendar days. Also see General Condition #35.

- 8 The sub-recipient must implement this project according to the goals, objectives, and plans as proposed, accepted, and set-forth in this sub-award.
- 9 The attached Budget Notice is made part of the final grant proposal and sub-award. Where this Budget Notice may have been modified from the project budget submitted in the original application, it represents final approved expenses for the project and governs expenditures accordingly.

All NEW project personnel supported with grant funding MUST BE HIRED WITHIN 45 CALENDAR DAYS of receipt of the sub-award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the sub-award package. If project personnel are not hired within 45 calendar days, project personnel ALLOCATIONS MAY BE DE-OBLIGATED at the discretion of GOCCP. Also see General Condition #14.

- 10 SUPPLANTING is the use of GOCCP grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this sub-award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with GOCCP grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.
- 11 The sub-recipient's acceptance of this sub-award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award.

The sub-recipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this sub-award. Any requested change to this match (if applicable) must be submitted in writing on a GOCCP Grant Modification form and is subject to prior approval by GOCCP. Also see General Condition # 13.

- 12 All grant funds related to the sub-award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the sub-award period or any pre-authorized extension thereof.

Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the sub-recipient.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 13** ANY requests for changes or modifications of any kind to any portion of this sub-award **MUST BE SUBMITTED IN WRITING PRIOR TO OCCURRENCE** using the GOCCP GRANT MODIFICATION FORM and may not take place until the Authorized Official or Project Director receives written approval from GOCCP. Written approval is sent in the form of a Grant Adjustment Notice (GAN).

This includes, but is not limited to: 1) budget revisions of any type, including proposed expenditures in a budget category that was not previously approved in the application stage; 2) change to award period; 3) change to Project Director or Fiscal Officer; 4) change to staff specified in the personnel category; 5) change to scope of program; and 6) ANY change that was not approved when the funds were originally awarded.

These changes may not be requested via telephone, fax, or email. See the Grantee's Toolbox area of the GOCCP website for specific instructions: <http://www.goccp.maryland.gov/grants/grantee-toolbox.php>

- 14** ANY intended or proposed changes to Key Personnel whose salary is funded in whole or part by this sub-award **MAY NOT TAKE PLACE UNTIL** a Grant Modification Form has been signed by the Authorized Official or Project Director, and submitted to GOCCP 15 CALENDAR DAYS PRIOR TO the intended change AND written approval (Grant Adjustment Notice - GAN) has been sent by GOCCP to the requesting sub-recipient. In addition, accurate and identifiable time and attendance records must be maintained on-site for all personnel hired/employed under this project. See the Grantees Toolbox area of the GOCCP website. Look under the section entitled Time and Effort Reports (timesheets).
- 15** If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to GOCCP, acknowledging the replacement and signed by the person exiting the position. However, should said person have already vacated the position, then the letter must come from the entities actual Authorized Official, acknowledging the change and name of the replacement person. If documentation is available please attach it to the original letter (e.g. Executive Order, acknowledgement of election, Board notes acknowledging confirmation, etc.).
- 16** The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer.

To authorize an alternate signature, the person granting authorization for another party to sign on their behalf must submit a letter, on letterhead, to GOCCP with their original signature in blue ink. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.).

If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings, etc.

- 17** If the sub-recipient does not have written procurement guidelines, the sub-recipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <http://www.michie.com/maryland>.

Double click "MARYLAND CODE", select "STATE FINANCES AND PROCUREMENT", select "TITLE 13: SOURCE SELECTION, select: "SUBTITLE 1, 2, 3, or 4" based on applicability.

- 18** The submission of the Property Inventory Report Form (PIRF) is a requirement for any equipment that costs \$5,000 or more per unit cost, that is approved under this sub-award. The form is included in the Project Director's award package.

BPVP sub-awards are additionally referred to their Special Condition for the PIRF, all other conditions remain the same.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 19 The principal activities of this project may NOT be sub-contracted to another organization WITHOUT PRIOR APPROVAL by GOCCP. If prior approval was not obtained through the application process and is required after the program has been awarded, a Grant Modification Form must be submitted with detailed information and justification. Activities cannot occur until written approval in the form of a Grant Adjustment Notice (GAN) is received from GOCCP.
- 20 Sub-recipients are subject to the applicable requirements regarding the Drug Free Workplace of the governor's Drug and Alcohol Free Workplace executive order and implementing policies. This information may be obtained through the State of Maryland website at www.maryland.gov.
- 21 When issuing requests for proposals, bid solicitations, or other procurement requests, all sub-recipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.
- 22 When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the sub-recipient agrees that the source of funding of this project and the role of GOCCP must and will be clearly acknowledged. The sub-recipient will ensure that all publications resulting from this project will have the following language on the publication:
- "The Governor's Office of Crime Control & Prevention funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."
- 23 GOCCP has the rights to reproduce, with attribution, and share any and all materials and documents generated as a result of this sub-award and project.
- 24 All sub-recipients are required to view the GOCCP Grants Management System (GMS) Training Videos, which can be accessed at: <http://www.goccp.maryland.gov/gms-training/>.

These videos provide step-by-step guidance through the online system, from application to reporting.

If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the GOCCP IT Staff at support@goccp.freshdesk.com.

- 25 The sub-recipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.
- 26 All GOCCP required forms must be generated by GOCCP or printed from the GOCCP web-based Grants Management System (GMS). Applications, and or reports, that are not in "Submitted" status online, will print with verbiage that includes the words "PENDING SUBMISSION." These forms will be rejected.

Rejected forms will be returned to the sub-recipient with a Notice of Dispute. The return of forms may delay programmatic and/or financial activity of this sub-award including, but not limited to, reimbursement of funds.

- 27 ALL Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the GOCCP web-based Grants Management System (GMS). Hard copies of reports are not required. Reports that are not in "Submitted" status online will have the words "Pending Submission" on them and will be returned with a Notice of Dispute.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

In accordance with policy, GOCCP may freeze the release of funds until a sub-recipient is current in the filing of all programmatic and financial reports.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Carpintieri, Angela

GOCCP Fiscal Specialist:

Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 28** PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GOCCP Grants Management System (GMS) on a quarterly basis. Hard copies of programmatic reports are not required. ** All programmatic reports (including matrix, DCTAT and PMT if applicable) are due NO LATER THAN 15 CALENDAR DAYS after the end of each quarter. This due date is PRIOR to submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/15

10/01 - 12/31 reports due 01/15

01/01 - 03/31 reports due 04/15

04/01 - 06/30 reports due 07/15

In addition the GOCCP Regional Division Chief, Program Fund Manager, or Program Monitor, may request an Annual Progress Report. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 29** The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. In order to process a Financial Report, the Programmatic Reports must be in "Submitted" status.

The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to any financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned with a Notice of Dispute.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/30

10/01 - 12/31 reports due 01/30

01/01 - 03/31 reports due 04/30

04/01 - 06/30 reports due 07/30

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 30** Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be electronically submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports submitted with Programmatic reports cannot be processed for payment unless programmatic reports are in "Submitted" status online.

FINAL Financial Reports must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, the sub-recipient must email the Fiscal Specialist and copy the Regional Monitor stating that the report is not final.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. All final financials must be submitted within 60 days or GOCCP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written across the top of the report. The corrections must be actual expenditures, not the variance. New signatures and current dates are required and can the report can be either emailed to the Fiscal Specialist and copying the Regional Monitor or uploaded into the documents tab of the grants management system.

- 31** Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. Financial reports cannot be processed for payment unless programmatic reports are in "Submitted" status in the online system (GMS).

If late reporting occurs, the expenditure or obligation may become the responsibility of the sub-recipient.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 32** In accordance with policy, GOCCP will freeze the release of funds until a sub-recipient is current in the filing of all reports, submission of documentation, and have resolved any remaining Notices of Disputes or issues.
- 33** In order to verify the appropriateness of all grant fund related expenditures, the GOCCP program staff will monitor the use of grant fund proceeds as reported by sub-recipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this sub-award and other such standards as they apply, are being met.

At any time during normal business hours, and as deemed necessary by GOCCP, the sub-recipient shall make available to GOCCP, fund source agencies, or State Legislative Auditors, or any of their authorized representatives, any of the fiscal and/or program records for inspection and audit. Also see General Condition # 39.

- 34** GOCCP may allow or require that a sub-recipient report, and be reimbursed, in increments other than quarterly under such conditions that are deemed appropriate.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 35** The performance of work under this award may be terminated by GOCCP in accordance with this clause in whole, or in part, whenever GOCCP determines that such termination is in the best interest of the State.

If the sub-recipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the sub-award, GOCCP may terminate the award by written notice to the sub-recipient. The notice shall specify the acts or omissions relied upon as cause for termination.

All finished or unfinished supplies and services provided by the sub-recipient shall become GOCCP property. GOCCP will pay all reasonable costs associated with this program that the sub-recipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the sub-award. An accounting of the current quarterly and year-to-date expenditures must be provided within 60 calendar days of the termination date. Also see General Condition #7.

- 36** The sub-recipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The sub-recipient also agrees to include a provision similar to that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. Also see General Condition # 6 (above).

The sub-recipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors, to file a discrimination complaint directly with the Implementing Agency or Grantee (sub-recipient via complaint form), the GOCCP (prime recipient via website), and/or directly with the Maryland Commission on Human Relations, St. Paul Street, 9th Floor, Baltimore, MD 21201 (410-767-8600), the Baltimore Office of the U.S. Equal Employment Opportunity Commission (EEOC), 10 South Howard Street, 3rd Floor, Baltimore, MD 21201 (410-962-3932), or directly with the Office of Civil Rights Office of Justice Programs in Washington, D.C.

- 37** ALL submissions of ANY kind to GOCCP (U.S. mail, hand delivered, etc.), should be mailed to:

Governor's Office of Crime Control and Prevention
100 Community Place
Crownsville, MD 21032

- 38** All sub-recipients must have proper documentation to present to GOCCP upon request, to prove compliance with the following Audit Regulations that apply:

Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their sub-award.

Non-Profit Organizations that have gross income from charitable contributions of at least \$500K must have proof that they received an annual audit by a certified public accountant.

Non-Profit Organizations that have a gross income between \$200K - \$500K must have proof that they have been reviewed by an independent auditor.

Proof must be provided that each of the above reports has been submitted to the Secretary of State within 6 months of the end of the entity's fiscal year.

Non-Profits that have gross income of less than \$200K must provide proof that they filed a 990-Form to the IRS for their fiscal year.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 39 All financial and programmatic information and receipts/back-up documentation must be retained during the award period, and for 3 years from the date of last activity, for monitoring and auditing purposes, and be made available upon request.
- 40 The sub-recipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 41 The sub-recipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.
- 42 In addition to GOCCP's General (Post Award Instructions) and Special Conditions, the sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by GOCCP. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf
- 43 On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding newly enacted conference costs and reporting requirements
([http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_\(2\).pdf](http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_(2).pdf)).

In order to follow the federal guidelines, GOCCP will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the new federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

GOCCP may consider exceptions to this General Condition for non-OJP funded grants.

- 44 All sub-recipients of federal funds must comply (and will require any sub-contracts or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 45 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).
- A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.
- 46 No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 47 All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of GOCCP.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 48 Sub-recipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 49 The sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document, see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>
- 50 Your entity falls under the following federal requirement: Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop/eeop.htm>.
- 51 Sub-recipients need to pay particular attention to the type of records that need to be maintained to support reimbursement claims for salaries, wages, and fringe benefits. Guidance can be referenced on page 70 of the OJP Financial Guide.
- The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include time sheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor.
- When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.
- 52 If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514 to be submitted to the Federal Audit Clearinghouse. If the audit discloses findings on GOCCP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Lee, Dorothy

Grant Award - Special Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 All awardees will be required to submit a fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the recruitment and retention efforts over the previous year. Specifically, agencies must provide the retention rate and the average number of new hires prior to this funding, and after as a result of this funding. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.

GRANT ADJUSTMENT NOTICE**Adjustment No: 2**

TITLE OF PROGRAM: Recruitment and Retention
FUNDING AGENCY: Salisbury Police Department
FUNDING SUBAGENCY: Salisbury Police Department
FUNDING PERIOD: 04/01/2020 To 06/30/2020

SECTION I. DEOBLIGATIONS & REOBLIGATIONS:

Previous Amount of Grant Award	\$2,050.00
Reobligation / Deobligation Amount	\$22,150.00
Adjusted Amount of Award	\$24,200.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Officers 3-5 years of service	Grant Funds	13	\$1,000.00	\$13,000.00
Officers 6-8 years of service	Grant Funds	14	\$800.00	\$11,200.00

Other Total: \$24,200.00

SECTION II. CHANGES:

No Changes to Project Director
No Changes to Fiscal Officer
No Changes to GOCCP Grant Monitor
No Changes to Fiscal Specialist
No Changes to Funding Manager
No Changes to Start Date
No Changes to End Date

SECTION III. OTHER ADJUSTMENTS & INFORMATION:

(Internal Modification) Internal modification to adjust total of award to \$24,200 based on Glenn's approval for additional supplemental funding (see activity log notes)

Other

Police Officer 3 years of service (\$350) - see above notes on approved supplemental funding Police Officers 15 years of Service (\$1,000) - see above notes on approved supplemental funding

Police Officers 8 years of service (\$700) - see above notes on approved supplemental funding

Officers 3-5 years of service +\$13,000 - \$1,000 x 13 officers = \$13,000

Officers 6-8 years of service +\$11,200 - \$800 x 14 officers = \$11,200

Processed by: _____

Approved: _____

Authorized Official Governor's Office of Crime Control and Prevention

Date: 6/9/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE MARYLAND STATE OFFICE OF CRIME PREVENTION, YOUTH, AND VICTIM SERVICES IN THE AMOUNT OF \$24,200.00 UNDER THE FY20 POLICE RECRUITMENT AND RETENTION PROGRAM (PRAR) AND AMENDING THE FY2020 GRANT FUND BUDGET TO APPROPRIATE THESE GRANT FUNDS FOR PAYMENT OF RETENTION BONUSES TO ELIGIBLE SALISBURY POLICE OFFICERS.

WHEREAS, the office of Crime Prevention, Youth, and Crime Victim Services has awarded the Salisbury Police Department \$24,200.00 for the purposes of Police Retention; and

WHEREAS, the Salisbury Police Department has identified officers in two categories who will benefit from this award based on tenure; and

WHEREAS, thirteen officers with 3-5 years of service to the City of Salisbury will receive \$1,000.00 as a retention incentive; and

WHEREAS, fourteen officers with 6-8 years of service to the City of Salisbury will receive \$800.00 as a retention incentive; and

WHEREAS, it is the desire of the Salisbury Police Department that this incentive, along with other incentives that the Salisbury Police Department already has in place, will encourage officers to remain employed with the City of Salisbury; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City accepts the aforementioned grant funds to be spent as outlined in the underlying grant agreement connected thereto.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY that the City's Fiscal Year 2020 Grant Fund Budget be and is hereby, amended as follows:

- 1) Increase the GOCCP Revenue Account
(10500-425100-xxxxx) by \$24,200.00
- 2) Increase the Salaries – Bonus Expense Account
(10500-501014-xxxxx) by \$24,200.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

46 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
47 Salisbury held on the _____ day of June, 2020, and thereafter, a statement of the substance of the
48 Ordinance having been published as required by law, was finally passed by the Council on the
49 _____ day of June, 2020.

50
51 ATTEST:

52
53 _____
54 Kimberly R. Nichols
55 City Clerk

John R. Heath, President
Salisbury City Council

56
57
58 APPROVED BY ME THIS:

59
60 _____ day of _____, 2020

61
62
63 _____
64 Julia Glanz, City Administrator