



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**AUGUST 1, 2022**

**Government Office Building, Council Chambers and Zoom Video Conferencing**

- 4:30 p.m. Resolution to re-designate the Salisbury-Wicomico Enterprise Zone- Business Development Director Laura Soper
- 4:35 p.m. Ordinance to approve a budget amendment for position authorizations- Fire Chief John Tull
- 4:50 p.m. Resolution to wind down LOSAP for volunteer members of the Salisbury Fire Department and adopt a Volunteer Member Incentive Policy- Fire Chief John Tull
- 5:05 p.m. Administration and Council Remarks
- 5:15 p.m. Adjournment / Convene in Special Meeting

*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/88186172560>  
Meeting ID: 881 8617 2560  
Phone: 1.301.715.8592



## Memo

To: City Administration  
From: Laura Soper  
Date: 7/19/22  
Subject: Enterprise Zone re-designation

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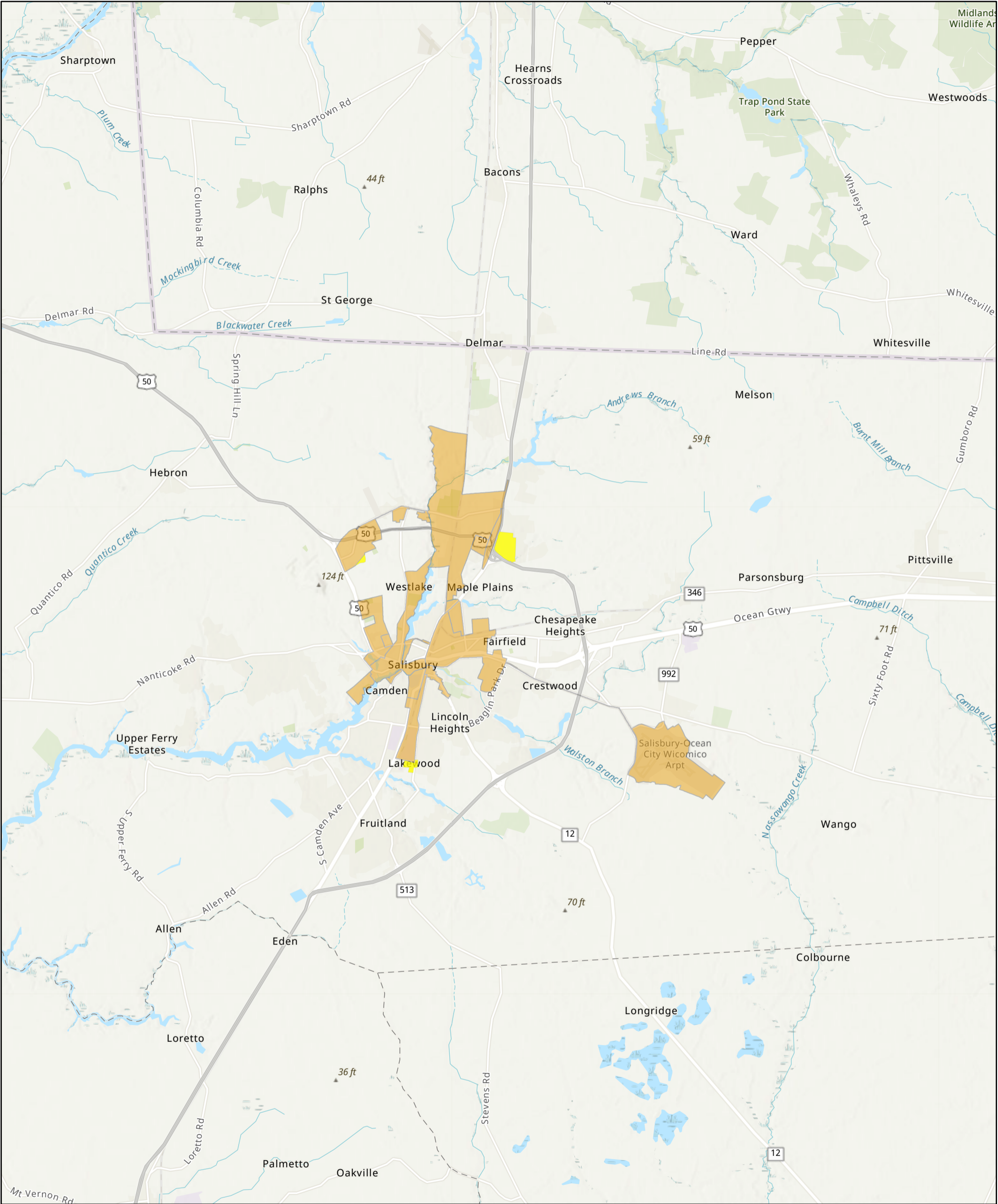
The Maryland Enterprise Zone program is a local economic development program established by the Maryland General Assembly that gives local governments the legal authority to offer real property and state income tax credits for businesses located in a Maryland enterprise zone in return for job creation and investments. The Salisbury-Wicomico Enterprise Zone was first designated in 1982, and gets re-designated every 10 years. As such, our current zone expires December 14, 2022 and must be re-designated through the Department of Commerce in order to maintain these benefits City & County-wide.

Included in this packet is a Resolution approving the re-designation and expansion of our Zone, as well as a map of the area. This application is due to the Department of Commerce by October 15, 2022 and will also go in front of County Council for a Public Hearing and their vote.

Since the program's inception, 82 businesses have applied for and received Enterprise Zone benefits. As it stands, the current Enterprise Zone is mainly comprised of Downtown Salisbury and surrounding areas, a small retail stretch by Salisbury University, and both Northwood and Westwood Industrial Parks. The proposed expansion is in three areas, the first in Westwood Commerce Park to clean up a parcel that was previously bisected. The second area is the Centre at Salisbury, and the third is a commercial pocket at the south end of Salisbury University by student apartment communities. In order to apply to add these areas, it needs to be demonstrated that they are in a State-designated Priority Funding Area and meet the requirements as set forth in Economic Development Artist 5-704. These three areas qualify under the criteria of demonstrating that it is a low-income poverty area. If approved, they would add an additional 155.55 acres to the existing 5,281 acre zone.

In order to qualify for the Enterprise Zone credits, an applicant must plan to make a capital investment in its commercial property of \$50,000 or more (Real Property Credit) or must hire two or more full time employees that are paid 150% of the federal minimum wage (State Income Tax Credit). The Real Property credit is a ten-year credit against local property taxes is available to companies that locate, expand, or substantially improve business properties in the Enterprise Zone. The property tax credit is equal to 80% of the difference between the base value of the property (the assessment in the year prior to new construction, expansion, or substantial improvement) and the newly assessed value of the property after the investment is made. The property tax credit is 80% for five years. During the last five years, the property tax credit declines 10% annually; the credit is 70%, 60%, 50%, 40%, and 30% respectively. This tax credit is administered to the real property owner in their Property Taxes. The State Income credit is a one-time credit of \$1,000 per new employee hired.

# Enterprise Zone Map

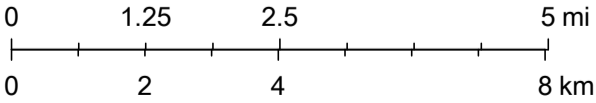


7/19/2022, 10:04:23 AM

Proposed Enterprise Zone Annexation

- Proposed
- Enterprise Zone

1:144,448



Esri, NASA, NGA, USGS, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

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**A RESOLUTION OF THE CITY OF SALISBURY,  
MARYLAND AUTHORIZING AN APPLICATION TO  
THE MARYLAND DEPARTMENT OF COMMERCE TO  
RENEW AND EXPAND THE BOUNDARIES OF THE  
EXISTING SALISBURY- WICOMICO ENTERPRISE  
ZONE**

**WHEREAS**, the Council of the City of Salisbury has historically participated in the Maryland Enterprise Zone Program and, with approval and authority granted by the Maryland Department of Commerce, has identified a designated Enterprise Zone;

**WHEREAS**, in order to continue to improve economic development potential, the Council of the City of Salisbury now wishes to renew and expand the boundaries of its designated Enterprise Zone, as indicated on the map attached hereto as **Exhibit 1** and fully incorporated herein;

WHEREAS, expansion of the Enterprise Zone requires the submission of an application to the Maryland Department of Commerce, accompanied by consent of the overlying County and evidence and certification of a public hearing held with adequate notice and publicity (at least two weeks prior to the public hearing).

NOW, THEREFORE, BE IT RESOLVED, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that, upon the conclusion of a public hearing held on this Resolution in the Council Chambers at the City-County Office Building in Salisbury, Maryland, the Council of the City of Salisbury, does hereby authorize the submission of the Enterprise Zone Application for Renewal and Expansion of the designated Enterprise Zone as set forth in the attached Exhibit 1.

THE ABOVE RESOLUTION, was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the \_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_ and is to become effective immediately.

ATTEST:

City Clerk Council President

APPROVED BY ME THIS:

Day of \_\_\_\_\_,

\_\_\_\_\_

# Mayor



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** John W. Tull, Fire Chief  
**Subject:** Budget Amendment for Position Authorizations  
**Date:** July 26, 2022

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As you are aware, on September 25, 2017, the City Council authorized Mayor Day to enter into a grant agreement to create the Salisbury Wicomico Firstcare Team (SWIFT). This program is a mobile integrated health program that includes nurse practitioner and fire department paramedic teams working in coordination with community health workers to address health-related social needs in addition to medical and health care needs of individuals who are frequent users of the EMS and/or Emergency Department systems. The impact that this program has had on the lives of our citizens and the community is far reaching.

Unfortunately, after almost five (5) years of providing this service, the grant funding is set to expire. This budget amendment requests funding to officially retain the SWIFT grant funded position as a full-time employee with the City of Salisbury Fire Department as to ensure the continuation of this amazing program. In addition to retaining the SWIFT position, the Fire Department is requesting approval to reclassify several positions in an effort to provide career ladder opportunities and to build the strongest team possible.

Attached you will find an Ordinance requesting the approval of a budget amendment of the FY2023 General Fund budget and the Department's Authorized Position allocations. Thank you in advance for your time and consideration on this request. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.

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**WHEREAS**, the need for the provision of emergency services in the City is great; and

**WHEREAS**, the Salisbury-Wicomico Integrated Firstcare Team (SWIFT) Grant has heretofore funded one Firefighter/Emergency Medical Technician for the City and those grant funds are set to expire; and

**WHEREAS**, the need for the Firefighter/Emergency Medical Technician remains, despite the fact the funds from the SWIFT Grant are set to expire; and

**WHEREAS**, the Fire Department has also determined there is a pressing need to reclassify a firefighter/EMS position to a Deputy Fire Marshal position to assist the Fire Marshal with his/her duties; and

**WHEREAS**, there are insufficient funds available in the FY23 Fire Department Budget to fund these positions and reclassifications; and

**WHEREAS**, to effectuate these aforementioned changes, the position appropriations set forth below 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** The City of Salisbury's Fiscal Year 2023 General Fund Budget be and is hereby amended as follows:

(a) Increase the Current Year Surplus Account (01000-469810) by \$98,000.00

(b) Increase the Salisbury Fire Department's Salaries Non-Clerical Account (24035-501002) by \$98,000.00

**Section 2.** The City of Salisbury's FY23 Authorized Position Budget be and hereby is amended as follows:

Position Title	Division	Org	FY22 Grade	FY20	FY21	FY22	FY23	FY23 Revised
<b>Salisbury Fire Department 24035</b>	24035	24035						
Fire Chief	24035	24035	PS9	1	1	1	1	1
Deputy Fire Chief	24035	24035	PS8	2	2	2	2	2
EMS Officer	24035	24035	PS5-PS7	0	0	0	0	1
Maintenance & Supply Officer	24035	24035	PS5-PS7	0	0	0	0	1
Training Officer	24035	24035	PS5-PS7	0	0	0	0	1
Deputy Fire Marshal	24035	24035	PS5-6	0	0	0	0	1
Assistant Fire Chief	24035	24035	PS7	5	5	5	6	5
Captain	24035	24035	PS6	7	7	7	6	4
Lieutenant	24035	24035	PS5	4	4	4	8	8
Sergeant EMT/PM	24035	24035	PS4/4P	8	8	8	13	13
Probationary/FF-PM/Driver-PM	24035	24035	PS1P-3P	22	22	22	19	19
Probationary/FF-EMT/Driver-EMT	24035	24035	PS1-3	24	24	24	30	30
Fire Inspector I/II/SR	24035	24035	7/8	1	1	1	1	1
Office Manager I/II/III	24035	24035	6	1	1	1	1	1
Office Associate III	24035	24035	3	1	0	0	0	0
Administrative Assistant I/II/III	24035	24035	5	0	1	1	1	1
<b>Total 24035 Salisbury Fire Department</b>	<b>24035</b>	<b>24035</b>		76	76	76	88	89

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

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**John R. Heath, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Jacob R. Day, Mayor**



City of  
**Salisbury**  
Jacob R. Day, Mayor

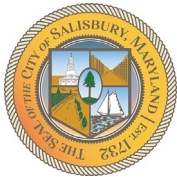
## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** John W. Tull, Fire Chief  
**Subject:** LOSAP Resolution and Proposed Changes  
**Date:** July 28, 2022

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In 1991, the City established a Length of Service Awards Program (LOSAP), which is governed by the 1991 Master Plan (“LOSAP Master Plan”) and effectuated through an Adoption Agreement, to provide a benefit to the retired volunteer members of the Fire Department in recognition to their service to the City. This agreement has been amended several times over the years and the volunteer members of the Fire Department have recommended the winding down of LOSAP and the adoption of a Volunteer Member Incentive Policy.

Attached you will find a Resolution, an amended Adoption Agreement and a Volunteer Member Incentive Policy. Thank you in advance for your time and consideration on this request. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.



## City of Salisbury Fire Department Policies and Procedures Manual Standard Operating Guidelines



<b>SOP:</b>	<b>Effective</b> August 8, 2022
<b>Subject:</b> Volunteer Member Incentive Program	<b>Revised:</b>
<b>Section:</b> Personnel	<b>Category:</b> Volunteers
<b>Issued by:</b> John W. Tull, Chief of the Department	

**Purpose:** To provide active Volunteer Members of the City of Salisbury Fire Department with a benefit incentive, provided certain requirements are met.

**Policy:**

- I. An Administrative Board shall be established to oversee this Policy and shall consist of five (5) members to include the:
  - A. Deputy Volunteer Fire Chief; and
  - B. Two (2) Volunteer Members of The Salisbury Fire Department, Incorporated; and
  - C. Two (2) Volunteer Members of Salisbury Fire Company, No. 2, Inc.
- II. The Policy Year shall be the 12-month period beginning on July 1 and ending on June 30 each year.
- III. The Calendar Year shall be the 12-month period beginning on January 1 and ending on December 31 each year.
- IV. To be eligible for Membership benefits under this Policy, a Member must:
  - A. Be an active Volunteer Member of either the Salisbury Fire Department, Incorporated or the Salisbury Fire Company, No. 2, Inc.; and
  - B. Be at least 18 years of age; and

C. Complete a “Year of Benefit Service.” A Member completes a Year of Benefit Service, if he or she completes the following requirements within one (1) Calendar Year:

- i. Is operationally cleared for service and off of probation; and
- ii. Participates in twenty-four (24) hours of verifiable, hands-on company drills/training; and
- iii. Provides a minimum of thirty-six (36) hours of staff time per month:
  - 1. Totaling a minimum of 108 hours per quarter; and
  - 2. Totaling a minimum of 432 hours annually; and
  - 3. Not miss more than one meeting per quarter.
- iv. Members who are injured while in the performance of their duties shall be covered under the Workers Compensation Policy and maintain their eligible service requirements.
- v. Members injured/sick for all other reasons shall maintain eligible service if, and only if, they have met all of the requirements outlined in this Section.

- vi. Members voluntarily requesting a personal leave of absence shall maintain eligible service if, and only if, they have met all of the requirements outlined in this Section.

V. Each Year of Benefit Service shall be calculated utilizing the Fire Department's computer systems:

- 1) Chief Backstage for staff time; and
- 2) Fire House software for training.

VI. Stipend Schedule

A. Volunteer Members who have met the eligibility requirements set forth above and are in good standing according to the City's Master Roster on June 30<sup>th</sup> of each year may receive stipends from the City as a Membership benefit. Stipends shall be calculated based upon "Years of Benefit Service" and distributed upon each 5-year anniversary.

- 1) After 5 Years of Benefit Service, a Member may receive a one-time stipend of up to \$2,500.
- 2) After 10 Years of Benefit Service, a Member may receive a one-time stipend of up to \$3,000.
- 3) After 15 Years of Benefit Service, a Member may receive a one-time stipend of up to \$3,500.
- 4) After 20 Years of Benefit Service, a Member may receive a one-time stipend of up to \$4,000.

- 5) After 25 years of Benefit Service, a Member may receive a one-time stipend of up to \$4,500.
- 6) After 30 years of Benefit Service, a Member may receive a one-time stipend of up to \$5,000.
- B. A Volunteer Member whose service is interrupted by resignation or involuntary termination shall be deemed to have suffered a Break in Service.
- C. If a Volunteer Member suffers a Break in Service before reaching the aforementioned milestones, and subsequently resumes participation, all previous creditable time shall be disregarded in calculating Years of Benefit Service.
- D. For purposes of this Policy, approved leave, such as medical leave, will not be deemed a Break in Service.

VII. Amendments, Termination, and Other Rights

- A. Amendments. The City of Salisbury reserves the right to make any amendment or amendments to this Policy at any time.
- B. Right to Terminate. The City may terminate this Policy at any time in whole or in part.
- C. No Funding Obligation. The obligation of the City to pay any stipends under this Policy shall be unfunded and unsecured and shall be at all times subject to the City's budgetary rules, restrictions, and applicable ordinances. Any stipends paid under this Policy shall be

made from the general assets of the City, which general assets are subject to the claims of creditors of the City.

D. Disclaimer. Nothing in this Policy constitutes an express or implied contract or warranty of any benefits between the City and any Volunteer Member.

E. Applicable Law. This Program shall be construed and enforced in accordance with the laws of Maryland.

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**RESOLUTION NO. \_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE WINDING DOWN OF THE LENGTH  
OF SERVICE AWARDS PROGRAM (LOSAP) FOR VOLUNTEER MEMBERS  
OF THE CITY OF SALISBURY FIRE DEPARTMENT AND THE ADOPTION  
OF A VOLUNTEER MEMBER INCENTIVE POLICY.**

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**RECITALS**

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**WHEREAS**, the volunteer members of the City of Salisbury Fire Department provide many hours of public safety services at great personal risk and for no financial remuneration; and

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**WHEREAS**, in 1991, the City established a Length of Service Awards Program (LOSAP), which is governed by the 1991 Master Plan ("LOSAP Master Plan") and effectuated through an Adoption Agreement, to provide a benefit to the retired volunteer members of the Fire Department in recognition to their service to the City; and

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**WHEREAS**, the City reserved the right to make amendments to the LOSAP Master Plan and the Adoption Agreement and to terminate LOSAP at any time in whole or in part; and

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**WHEREAS**, there have been two amendments to the initial Adoption Agreement, one in 2007 ("First Amended Adoption Agreement") and second in 2018 ("Second Amended Adoption Agreement"); and

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**WHEREAS**, the volunteer members of the Fire Department have recommended the winding down of LOSAP and the adoption of a Volunteer Member Incentive Policy, which shall eventually replace the LOSAP Master Plan and eliminate LOSAP; and

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**WHEREAS**, the City of Salisbury has determined that it is in the best interest of the citizens of the City and the volunteer members of the Fire Department to adopt the volunteer members' recommendation and to approve a Third Amended Adoption Agreement, which is attached as **Exhibit 1**, to effectuate the winding down of LOSAP; and

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND AS FOLLOWS:**

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**Section 1.** The City approves the Third Amended Adoption Agreement attached as **Exhibit 1**.

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**Section 2.** The City approves the Third Amended Adoption Agreement for the purpose of winding down LOSAP and eventually replacing the LOSAP Master Plan with a Volunteer Member Incentive Policy to be adopted and administered by the City's Fire Department.

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**Section 3.** As of August 8, 2022, all Volunteer Members of the City's Fire Department who are 100% vested in accordance with the Third Amended Adoption Agreement and who are collecting a monthly benefit payment shall continue to collect a monthly benefit payment, as set forth by the Third Amended Adoption Agreement.

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**Section 4.** As of August 8, 2022, all Volunteer Members of the City's Fire Department who are 100% vested in accordance with the Third Amended Adoption Agreement, but who are not collecting a monthly benefit payment shall remain in LOSAP and shall collect benefits, once eligible, as set forth by the Third Amended Adoption Agreement.

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**Section 5.** As of August 8, 2022, any Volunteer Member of the City's Fire Department who is not 100% vested in accordance with the LOSAP Master Plan and Third Amended Adoption Agreement shall not be eligible for the benefits set forth in the LOSAP Master Plan and Third Amended Adoption Agreement, but shall

be eligible for the benefits set forth in the Volunteer Member Incentive Policy, provided he/she is eligible for such benefits under the terms of the Policy.

**Section 6.** Under the City's Volunteer Member Incentive Policy, the City shall pay a stipend to active Volunteer Members in accordance with a stipend schedule as determined by the City and provided the Volunteer Members meet the eligibility requirements set forth in the Policy. The City's obligation to pay the stipend shall be unfunded and unsecured and shall at all times be subject to change.

**Section 7.** Council hereby authorizes the Mayor to sign any documents necessary to effectuate the changes set forth herein.

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

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

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

**Section 10.** The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 10.

**Section 11.** This Resolution shall take effect from and after its final passage.

**THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

\_\_\_\_\_  
John R. Heath,  
Council President

APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacob R. Day,  
Mayor

**THIRD AMENDED ADOPTION AGREEMENT  
THE CITY OF SALISBURY VOLUNTEER FIREFIGHTERS'  
LENGTH OF SERVICE AWARDS PROGRAM**

The passage of this Third Amended Adoption Agreement ("Agreement") by the Sponsor amends the Volunteer Length of Service Awards Program ("LOSAP") established by the Master Plan in 1991, which remains in full force and effect, except as amended by this Third Amended Adoption Agreement.

The name of the plan shall be CITY OF SALISBURY VOLUNTEER FIREFIGHTERS' LENGTH OF SERVICE AWARDS PROGRAM ("Plan").

The following are the provisions of the Plan:

**SECTION 1**

SPONSOR: City of Salisbury  
Govt. Office Bldg.  
P. O. Box 4118  
Salisbury, MD 21803-4118  
410-548-3100

**SECTION 2**

PLAN ADMINISTRATOR: City of Salisbury  
Govt. Office Bldg.  
P. O. Box 4118  
Salisbury, MD 21803-4118  
410-548-3100

### **SECTION 3**

DESIGNATED DATES:

A. EFFECTIVE DATE OF ADOPTION AGREEMENT: January 1, 1991

B. ANNIVERSARY DATE: July 1 in each year.

C. ENTRY DATE: As of August 8, 2022, there shall be no additional members admitted to the Plan.

### **SECTION 4**

PLAN YEAR: The Plan Year shall be the 12-month period beginning on July 1 and ending on June 30 each year.

CALENDAR YEAR: The Calendar Year shall be the 12-month period beginning on January 1 and ending on December 31 each year.

### **SECTION 5**

ENTITLEMENT AGE (Retirement Age): Entitlement Age shall be the first day of the month coincident with, or following, attainment of age sixty (60), with at least ten (10) Years of Benefit Service after his/her commencement of participation in the Plan.

## **SECTION 6**

### **YEARS OF BENEFIT SERVICE:**

A. For purposes of calculating benefits for Plan participants, a Year of Benefit Service shall be credited to the Member upon a Member's completion of the following requirements within one (1) Calendar Year:

- i. The Member must be operationally cleared for service and off of probation; and
- ii. The Member must participate in twenty-four (24) hours of verifiable, hands-on company drills/training; and
- iii. The Member must provide a minimum of thirty-six (36) hours of staff time per month:
  1. Totaling a minimum of 108 hours per quarter; and
  2. Totaling a minimum of 432 hours annually; and
  3. Not miss more than one meeting per quarter.
- iv. Members who are injured while in the performance of their duties shall be covered under the Workers Compensation Policy and maintain their eligible service requirements.
- v. Members injured/sick for all other reasons shall maintain eligible service if, and only if, they have met all of the requirements outlined in Section 6(A)(i-iii).
- vi. Members voluntarily requesting a personal leave of absence shall maintain eligible service if, and only if, they have met all of the requirements outlined in Section 6(A)(i-iii).

B. Each Year of Benefit Service shall be calculated utilizing the City's Fire Department's computer systems:

- i. Chief Backstage for staff time; and
- ii. Fire House software for training.

## **SECTION 7**

### FORMULA FOR MONTHLY BENEFIT PAID AT ENTITLEMENT AGE:

- A. \$20.00 multiplied by Years of Benefit Service completed after the Effective Date of Plan and provided the member is in "Good Standing" with his/her volunteer corporation.
- B. Accrual of Years of Benefit Service did not start until after the member had successfully completed a probationary period and was deemed operationally ready to serve.
- C. Total Years of Benefit Service credited hereunder shall not exceed twenty-five (25) years.
- D. \$500.00 is the maximum monthly benefit that may be earned under the Plan.

## **SECTION 8**

### PRE-RETIREMENT DEATH BENEFIT:

- A. INSURED (Life Insurance): The greater of \$10,000.00 face amount or the present value of the Member's Accrued Benefit.

- B. NON-INSURED: The pre-retirement death benefit for Members not receiving life insurance coverage is the present value of their Accrued Benefit.

## **SECTION 9**

### VESTING REQUIREMENTS:

#### A. VESTING SCHEDULE:

- a. 10 Years of Benefit Service = 100% vested in the Plan.

- B. Any Member who is not 100% vested by August 8, 2022, shall be removed from the Plan.

- C. Members terminating due to attainment of Entitlement Age, Death or Disability, who are 100% vested, shall have full rights to their Accrued Benefits.

- D. If a Member suffered a Break in Service prior to the time the Member had earned at least ten (10) Years of Benefit Service, the Member shall be treated as a new Member upon his/her return to Membership and his/her prior Years of Benefit Service shall be cancelled.

- E. BREAK IN SERVICE: A Member whose service is interrupted by resignation or involuntary termination shall be deemed to have suffered a Break in Service.

- F. CESSATION OF MEMBERSHIP: An individual cannot be an active Member of any of the City's volunteer fire departments once he/she has begun receiving benefits under this Plan.

## **SECTION 10**

### AMENDMENTS, TERMINATION, AND OTHER RIGHTS

- A. AMENDMENTS: The City of Salisbury reserves the right to make any amendment or amendments to this Agreement at any time.
- B. RIGHT TO TERMINATE: The City may terminate this Agreement at any time in whole or in part.
- C. NO FUNDING OBLIGATION: The obligation of the City to pay any stipends under this Agreement shall be unfunded and unsecured and shall be at all times subject to the City's budgetary rules, restrictions, and applicable ordinances. Any benefits paid under this Program shall be made from the general assets of the City, which general assets are subject to the claims of creditors of the City.
- D. DISCLAIMER: Nothing in this Agreement constitutes an express or implied contract or warranty of any benefits between the City and any Volunteer Member, whether active or retired.
- E. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of Maryland.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SALISBURY

By \_\_\_\_\_  
Mayor, City of Salisbury

Witness: \_\_\_\_\_: