

RESOLUTION NO. 2756

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$35,000.00 FROM THE MARYLAND ENERGY ADMINISTRATION FOR CONVERSION OF CITY OWNED STREETLIGHTS TO ENERGY EFFICIENT LED BULBS TO REDUCE ENERGY DEMAND AND INCREASE ENERGY EFFICIENCY.

WHEREAS, the Maryland Energy Administration has a Maryland Smart Energy Communities Grant Program with funding through the Strategic Energy Investment Fund; and

WHEREAS, the purpose of the grant program is to encourage local Maryland governments to adopt formal policies and implement projects to encourage energy efficiency, renewable energy development, and reduce reliance on petroleum as a fuel for transportation; and

WHEREAS, the City of Salisbury has adopted a policy to reduce electricity consumption 15% within 5 years of a baseline year use; and

WHEREAS, by adoption of Smart Energy policies and implementation of projects, the City of Salisbury is designated as a Maryland Smart Energy Community and is eligible to receive additional grant funding to implement this policy; and


WHEREAS, The City of Salisbury submitted a grant application for funding to convert 50 City owned streetlights to more energy efficient LED bulbs; and

WHEREAS, the Maryland Energy Administration has issued a grant agreement with the City of Salisbury with a grant of \$35,000 for funding the conversion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Director of Public Works to sign the attached Grant Agreement # 2017-10-420S1 dated May 22, 2017 accepting the program terms and schedule, for the betterment of the City and its residents, and accepts the grant of \$35,000 from the Maryland Smart Energy Communities Grant Program for conversion of City owned streetlights to energy efficient LED bulbs to reduce energy demand and increase energy efficiency.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 10<sup>th</sup> day of July, 2017 and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
Muir Boda  
VICE-PRESIDENT, City Council

APPROVED by me this 11 day of JULY, 2017

  
Jacob R. Day  
MAYOR, City of Salisbury

**MARYLAND SMART ENERGY COMMUNITIES  
GRANT AGREEMENT**  
*(Existing Maryland Smart Energy Communities)*

**STATE OF MARYLAND  
MARYLAND ENERGY ADMINISTRATION  
1800 Washington Blvd, Suite 755  
Baltimore, MD 21230**

hereinafter "MEA"

and

**Fiscal Year 2017 Existing Maryland Smart Energy Community:  
City of Salisbury  
125 N. Division Street, Salisbury, MD 21801  
hereinafter "Grantee"**

**PREMISES**

The Maryland Energy Administration ("MEA") administers the Strategic Energy Investment Program set forth in Md. Code Ann., State Government §§ 9-20B-01 et seq. ("SEIF Statute") as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. MEA has established the 2017 Maryland Smart Energy Communities (MSEC) Grant Program (the "Program") pursuant to the authority provided in in the SEIF statute. The MSEC Grant Program is funded through the Strategic Energy Investment Fund (SEIF). The purpose of the Program is to encourage local Maryland governments, including counties and municipalities, to voluntarily adopt formal policies promoting energy efficiency, renewable energy development, and/or reduction of reliance on petroleum as a transportation fuel, and to implement projects to achieve the objectives of such policies.

To implement this purpose, the Program has two separate but related funding components, policy development and project development. Under the policy development component, the local jurisdiction is responsible for developing and formally adopting written policies (e.g., promulgation of a local law, regulation, ordinance, resolution, and executive order) that promote at least two of the following: energy efficiency and conservation, the development of renewable energy resources, or the reduction of dependency on petroleum as a transportation fuel. Also, the Grantee must take certain steps demonstrating the Grantee's formal commitment by designing and

implementing at least one project approved by MEA that effectuates at least one of the policy goals adopted as part of the Program. Grantee has complied with the requirements for a New MSEC, which includes the development and formal adoption of policies and has received funding under an MSEC FY14 Program grant to retrofit City-owned streetlights and FY15 Program funding was given to develop a pilot program for propane powered city-owned vehicles in furtherance of its commitment to reduce municipal petroleum consumption.

MEA issued a notice of opportunity for funding for Existing MSECs on October 18, 2016 and, upon evaluating Grantee's application of a project concept to carry out energy-efficiency projects, MEA has determined that Grantee is eligible for an award in FY 2017 as an Existing MSEC and has selected the Grantee to receive a grant award, as defined herein, subject to Grantee complying with all requirements, terms and conditions of this Agreement and the Grant Program.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. Purpose of Grant

The purpose of this Maryland Smart Energy Communities Grant (the "Grant") to an Existing MSEC is to provide technical assistance and funding as part of the Program to assist Grantee in the development of the project to remove, at minimum, fifty rated 400 watt streetlights and fixtures, and replace them with rated 106 watt LED lights and fixtures ("the Project"). MEA will approve the final project scope using the MEA MSEC Project Approval Form (Attachment B).

2. Project Description and Costs Eligible for Reimbursement

A. Project Description Consistent with the requirements set forth in this section, Grantee shall develop and submit to MEA for approval a detailed proposal for each proposed project for which it requests funds under this Agreement.

(i) Attachment A Submission

(a) By December 15, 2017, Grantee shall submit to MEA a completed Attachment A "MSEC Project Development Form" and any necessary supporting documentation requested by MEA, as specified herein, unless a request for an Attachment A deadline extension is submitted to MEA by December 1, 2017 and approved in writing by the MEA Program Manager.

(b) Detailed Project information, including but not limited to actual vendor pricing and detailed project savings estimates, is necessary to determine if the final Project scope meets all Program requirements.

(c) Unless a modification is approved in writing prior to submittal, MEA will not approve a project if the information submitted in Attachment A is inconsistent with either the Project described in Grantee's application or the allowable uses of the Program. MEA Project approval is dependent on an MEA determination that the Project, as set forth by Grantee in Attachment A, meets all Program requirements. If Grantee anticipates any deviation from the original project described in Grantee's application, Grantee must consult with the MEA Project Manager prior to December 15, 2017.

(ii) MEA Approval

(a) After MEA reviews and determines that the proposed Project described in Attachment A meets all Program requirements, MEA will provide Grantee with a completed "Project Approval Form" (Attachment B) describing the MEA approved project eligible for funding ("the Approved Project").

(b) Project funding is available only after MEA has completed its review and provided Grantee with a Project Approval Form.

(c) Once MEA has issued a Project Approval Form (Attachment B), additional measures not specifically included in Project Approval Form are *not* eligible for funding under this Agreement.

(d) The completed Project Approval Form shall be incorporated into this Agreement as Attachment B. Attachment B (Approved Project) shall not contain any terms or conditions other than a Project Description and Project Completion timeline. If Attachment B (Approved Project) contains any terms and conditions other than a Project Description and Project Completion timeline, such terms and conditions are not incorporated into this agreement, and are not agreed to by MEA. In the event of any conflicts between Attachment B (Approved Project) and this Agreement, the terms of this Agreement shall control.

(iii) When applicable, prior to beginning any feasibility study, the Grantee shall first gain approval by MEA. The Grantee shall show how each measure can be installed within 5 years of the baseline year and the need for the feasibility study before embarking on a project.



(B) Project Requirements

(i) To be funded as an MSEC energy efficiency and conservation project, an Approved Project shall be cost effective, which is defined as having a simple payback time that is less than the useful life of the Project.

(ii) For an MSEC Energy Efficiency project, it also shall provide substantial electricity savings so that Grantee may make significant progress in meeting its electricity consumption reduction goal.

(iii) MEA shall have the complete and sole discretion to determine if a proposed project or an Approved Project meets the Program requirements.

(C) Reimbursable Costs Only those costs or expenditures specified below are eligible for reimbursement under this Grant.

(i) Direct Project Costs – At least 70% of the Grant Award shall be for reimbursement of approved expenditures associated with the Approved Project such as labor, equipment, and material.

(ii) Project Preparation Costs - Only up to 30% of the Grant Award may be used to reimburse the local jurisdiction for approved expenditures associated with: the development and adoption of policies, plans or baselines, project design and development, feasibility studies, energy audits, reasonable administrative costs, and staff time or consultant fees.

(iii) Administrative Costs – Additionally, within the Project Preparation Costs, administrative costs are capped at no more than 10% of the total amount of the Grant. Reasonable administrative costs may include staff time or non-energy auditing consultant's fees needed to implement MSEC programmatic activities. If Grantee uses less than 10 percent of the total amount of the grant for Administrative Costs, Grantee may use the remaining portion for other Policy and Project Preparation Costs, consistent with this section.

(D) Program Timing and Deadlines Grantee shall comply with the following deadlines unless an extension is given in writing by the Program Manager, consistent with this Agreement.

(i) By December 15, 2017 - Grantee shall submit to MEA a completed Attachment A "MSEC Project Development Form".

(ii) By December 15, 2018 - Grantee shall complete the Project(s) approved by MEA and specified on the completed Project Approval Form.

(iii) By January 15, 2019 – Grantee shall submit to MEA all Reports and final invoices requesting Program cost reimbursements consistent with Section 4 (B).

(iv) Extensions may be requested in writing in advance of a deadline, but are not guaranteed. Extensions shall only be permitted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing. Extensions shall not be granted for any energy measures not listed in Section 1 of this Agreement.

(E) Program Requirements and Restrictions

(i) No Project may begin until after each of the following occurs:

(a) Grantee submits to MEA a completed MSEC Project Development Form, attached hereto as Attachment A;

(b) MEA's historic preservation specialist determines that the Project will have no adverse effect on historic properties;

(c) Grantee receives the MSEC Project Approval Form, attached hereto as Attachment B, signed by MEA; and,

(d) Grantee has obtained all required local, State and federal licenses, permits, and other authorizations.

(ii) A project proposed for facilities or property owned by the Grantee shall be given priority. A project proposed for facilities or property not owned by the Grantee may be considered for approval by MEA, but funding for such projects is not guaranteed.

(iii) Failure to formally adopt the Policies or complete the Project by the deadlines set forth herein may result in Grantee having to reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control, as determined by MEA.

(iv) MEA does not intend to fund energy efficiency projects that involve fuel switching. The decision to fund a project shall be at the sole discretion of MEA.

(v) If at any time MEA determines that Grantee has not demonstrated sufficient progress toward meeting the Policy and Project deadlines set forth above, MEA may terminate this Agreement and may require that Grantee reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control.

- (vi) Expenditures on policy or project development, plans or baselines that have not been pre-approved in writing by MEA may not be reimbursed with Grant funds.
- (vii) Reports and invoices with appropriate documentation received by MEA after any applicable deadline may not be eligible for reimbursement with Grant funds, as determined by MEA.
- (viii) All Projects must be constructed, installed and operated in compliance with all applicable local, State and federal laws, regulations, ordinances, licenses, permits, standards, and other requirements.
- (ix) Grantee must comply with any procurement requirements that may apply to it with regard to Grant Program activities for which reimbursement is sought.
- (x) Grantee shall cooperate with MEA and MEA's technical contractor(s) to identify and develop the most appropriate "Project" scope of work for this Program.
  - (a) The primary purpose of a proposed energy efficiency project must be to reduce electricity consumption, as determined solely by MEA.
  - (b) The primary purpose of a proposed renewable energy project must be to increase the consumption of renewable electricity, as determined solely by MEA.
  - (c) The primary purpose of a proposed transportation energy project must be to decrease the consumption of traditional transportation petroleum, as determined solely by MEA.
  - (d) Grantee shall work diligently to develop credible project-specific data estimates on project costs and energy savings through a project bid and/or energy audit, or other appropriate means approved in writing by MEA.
  - (e) Grant funds may not be used for a project where the primary purpose of which is "maintenance", as determined solely by MEA.
- (xi) Any rebates and incentives obtained through the Grantee's electric utility shall be applied to Grant Program costs before use of Grant funds.
- (xii) All new construction must occur in a Priority Funding Area. A map of Priority Funding Areas, including a search by address feature, can be found on the Maryland Department of Planning website:  
<http://www.mdp.state.md.us/OurProducts/pfamap.shtml>. Priority Funding Areas

are existing communities and places where local governments want State investment to support future growth. The following areas qualify as Priority Funding Areas:

- (a) Every municipality, as they existed in 1997;
- (b) Areas inside the Washington Beltway and the Baltimore Beltway; or
- (c) Areas already designated as enterprise zones, neighborhood revitalization areas, heritage areas and existing industrial land.

3. Amount and Duration

(A) Amount of Grant Award

(i) The Total Grant Award shall be up to Thirty-Five Thousand Dollars (\$35,000) to be used for cost-effective energy efficiency projects under the grant 2017-10-420S1. As of the Effective Date of the Agreement as defined below, Grantee may also use up to 30% of the Grant Award for Policy and Project Preparation Costs that are pre-approved by MEA in writing and consistent with Section 2. Policy and Project Preparation Costs that are not pre-approved by MEA in writing shall not be reimbursed by MEA.

(ii) The total amount of the Grant shall be used for the Approved Project.

(B) This Agreement must be signed by the Grantee and received by MEA no later than June 9, 2017. If this properly signed Grant Agreement is not received by MEA on or before June 9, 2017, the grant award shall automatically be revoked, and this Agreement is void unless an extension is given in writing by the MEA Program Manager.

(C) The Effective Date of this Agreement is the date that the properly executed Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Agreement.

(D) Unless an extension is permitted as described below, all activities must be completed by no later than **December 15, 2018** with all required documentation under Section 4 (B) completed and submitted to MEA by no later than **January 15, 2019**. Extensions may be requested in writing in advance of a deadline, but are not guaranteed. Extensions shall only be permitted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing.

4. Reporting and Reimbursement

(A) The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated and actual energy savings and/or generated, supporting documentation for any other expenses that are covered in whole or in part by any Grant Funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's agents, the Department of Budget and Management, the State Comptroller, the Legislative Auditor, or any of them, may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA, or its agents, upon request at any reasonable time for at least three years from the date that the Grantee receives final reimbursement from MEA.

(B) Program Reporting and Invoicing.

(i) Separate Expenditure Categories. When a Grant Award is divided into separate expenditure categories (energy efficiency, renewable development, or petroleum reduction), Grantee shall maintain records separately for each distinct category. In addition, Grantee shall account for and invoice MEA separately for each distinct category.

(ii) Reporting. Grantee shall submit MSEC reports ("Reports") to MEA on a monthly basis. Reports and Invoices are due to MEA by the 20<sup>th</sup> day of the month following the previous month's reporting period. The first monthly Report shall be submitted for the first full month following the Effective Date, as defined above, and for each month thereafter.

(a) For any month that Grantee submits an invoice to MEA, Grantee shall also provide a completed report using Attachment C (Maryland Smart Energy Communities Grant Program Invoice Report). For any month that Grantee does not submit an invoice to MEA, Grantee shall submit a brief written summary of MSEC progress during the last month.

(b) Reporting shall continue until the Project described in Section 1(A) is complete, Grant funds have been completely expended, or the Grantee has notified MEA in writing that no additional funding will be requested under the Grant.

(iii) Invoicing and Reporting.

(a) To be reimbursed, Grantee shall provide invoices, a completed Maryland Smart Energy Communities Grant Program Invoice Report (Attachment C) and relevant documentation.



(b) MEA may only provide Grant funds for reimbursement after receipt of appropriate invoices and reports with sufficient documentation of expenditures, as determined by MEA and consistent with Section 2(B). Such documentation may include but is not limited to, contractor and/or vendor invoices, receipts, detailed timekeeping records including at a minimum, hourly rate, time, and task, and detailed mileage logs.

(c) All invoices shall be submitted on Grantee letterhead. All invoices shall contain the MEA Grant number, Grantee contact information, and a detailed description of the equipment, material, and/or labor or other expenses being invoiced. No personally identifiable information (PII) shall be submitted to MEA as part of the invoicing documentation.

(d) MEA will reimburse Grantee for approved costs only after any incentives provided by Grantee's utility have been applied to the total cost of the Project. Grant Award is to be used for net costs, after application of utility rebates and incentives.

(C) Grantee may submit reports, invoices and other documents electronically to [MSEC.MEA@maryland.gov](mailto:MSEC.MEA@maryland.gov) after obtaining authorization in writing from MEA. If authorization has not been obtained, Grantee shall mail reports, invoices and other documents to MEA at the following address:

**Maryland Energy Administration  
Attn: Maryland Smart Energy Communities Program  
1800 Washington Blvd, Suite 755  
Baltimore, MD 21230**

After review of the reports, invoices and any supporting documents or information requested by MEA, MEA shall make a final determination of whether the Grantee has met all Program requirements, terms and conditions: MEA shall process the grant award for payment as promptly as possible if warranted. Grant funds shall not be provided for work that has yet to be performed, costs that have yet to be incurred or are not sufficiently documented, or are inconsistent with the purpose, terms, and conditions of the Grant.

(D) For monitoring and evaluation purposes, the Grantee shall make available to MEA, or its agents, all reports, activities logs, work sites, timelines, estimated and actual energy savings and/or generated, or other information related to the Grant activities during regular business hours. Reporting metrics (electricity consumption data) shall be made available by the grantee to MEA for a period of five years after the project for which grant funding is received.

- (E) No grant monies will be funded for costs or obligations incurred, or work performed, prior to the Effective Date of this Agreement.
- (F) Prior to execution of this Agreement, Grant funds are subject to change in amount and existence based on funding availability.
- (G) Multiple renewable projects on contiguous parcels of property will be considered one Project for purposes of MEA funding.
- (H) An Approved Project may not receive more than one Maryland Smart Energy Communities grant from MEA.
- (I) Projects must be located within the State of Maryland.

5. General Conditions

- (A) Any expenditure of Grant funds that is not consistent with the purposes of the grant award, or that violates any requirement, term, or condition of the Grant Program, or this Agreement, may, in the sole judgment of MEA, be disallowed. Should any expenditure be disallowed, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.
- (B) Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
- (C) Grantee shall ensure that all work performed pursuant to the Grant and this Agreement is completed by contractors and/or staff holding all necessary certifications and licenses. Grantee shall ensure that any business or non-profit organization operating in Maryland with which Grantee contracts or partners to carry out the purposes of the Grant is registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable. Additionally, all work performed pursuant to the Grant shall comply with all applicable local, state, and federal building codes and other applicable laws and regulations.
- (D) The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- (i) The person is authorized to sign this Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth herein.
- (ii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.;
- (iii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice with regard to this Grant that is inconsistent with Md. Code Ann., State Finance and Procurement § 13-212.1.
- (iv) Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement.
- (v) Grantee, if a business or non-profit organization, is incorporated or is registered to do business in the State, and is in good standing with the Maryland State Department of Assessments and Taxation.
- (vi) Grantee, if a health or social welfare organization as defined by Md. Code Ann., State Finance and Procurement § 7-403, shall keep financial records in accordance with uniform accounting standards, as more fully described in § 7-403.
- (vii) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and
- (viii) The Grantee is not in default on any financial obligation to the State or MEA.

6. False Statement

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Grant Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both (Md. Code Ann., State Government § 9-20B-11).

7. Historic Preservation Review

For each project being funded in whole or in part through this Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historical preservation expert. This review ensures that no historical property is "adversely affected" through this Program. Prior to starting construction, Grantee shall assure that MEA has received documentation from MHT or MEA's historical preservation expert indicating that the Project will have no adverse effect on a historical property.

8. Maryland Saved Harmless

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

9. Environmental Standards and Liability

The Grantee shall ascertain and abide by all applicable environmental standards set by federal, state or local laws, rules, or regulations related to the performance of the obligations pursuant to the Agreement ("Environmental Standards"). The Grantee shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance.

In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (A) Give MEA immediate notice of the incident to the MEA Representative named in Section 16 of the Grant Agreement, or designee, providing as much detail as possible;
- (B) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (C) Cooperate with MEA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law (and without waiving any local or State government immunities that may apply if Grantee is a Maryland State or local government), the Grantee shall be liable for (i) all environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and (ii) any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

10. Liability Insurance

(A) For all work performed by the Grantee that is to be funded in whole or in part with Grant funds provided by MEA, Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a Maryland State or local government entity that is self-insured, a document detailing the statutory basis for self-insurance may be accepted by MEA as an equivalent form of insurance under this paragraph.

(B) All insurance must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(C) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

(D) Grantee shall include in all of its contracts for work that is to be funded in whole or in part with Grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions.

(E) Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such



written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

11. MEA Access to Project Site and Ability to Use Project Information

(A) Grantee shall allow MEA employees or representatives access to the relevant building and structures so that MEA may perform monitoring visits to provide technical assistance and to ensure that project requirements are fully satisfied. Grantee shall also allow MEA employees or representatives access to the relevant project site in order to take photographs or video of the project for MEA use. Grantee shall participate in MEA-organized press events and shall host State government officials for visits and tours as requested by MEA. MEA shall provide reasonable notice to Grantee prior to scheduling a press event or official visit.

(B) The Grantee understands and agrees that MEA may use information about the project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult with MEA to assure that a written case study, photo or video taken of its facility will not disclose confidential personal and/or business information.

(C) If the Project's location is owned or controlled by a third party at any time during the Grant period, the Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the property for all of the purposes described in this Agreement. MEA shall not provide any further reimbursement of funds under the Agreement until Grantee provides the relevant written permission.

12. Maryland Law Prevails

The internal laws of Maryland shall govern the interpretation and enforcement of this Agreement, except for any choice of law provisions utilized by Maryland.

13. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

14. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without further prior written consent of MEA.

15. Amendments to the Grant

No amendment to this Agreement is binding unless it is in writing and signed by both parties.

16. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Caitlin Madera, MSEC Program Manager  
Maryland Energy Administration  
(410) 537-4074

(Or any other such person as may be designated in writing by the Director of MEA.)

Bill Sterling, Traffic Manager  
City of Salisbury  
(410) 548-3170

(Or any other person as may be designated in writing by the Grantee's Director of Public Works)

17. Merger

This Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

18. Non-waiver of Rights; Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER

MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

**CITY OF SALISBURY**

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

Michael Moulds, P.E.  
Director of Public Works

**MARYLAND ENERGY ADMINISTRATION**

By: Mary Beth Tung

Mary Beth Tung  
Director

Date: May 22, 2017

Approved for Form and Legal Sufficiency

this 17<sup>th</sup> day of May, 2017

Michelle Horne  
Assistant Attorney General



**Maryland**  
Energy  
Administration

**Larry Hogan, Governor**  
**Boyd K. Rutherford, Lt. Governor**  
**Mary Beth Tung, Director**

Michael Moulds, PE  
Director of Public Works  
Town of Salisbury  
125 N. Division Street Rm 202  
Salisbury, Maryland 21801

Dear Mr. Moulds:

Subject: Maryland Smart Energy Communities (MSEC) Award Letter 2017

I am pleased to announce that The Town of Salisbury has been selected to receive up to \$35,000.00 for energy-efficiency measures from the Maryland Smart Energy Communities Grant Program. The Program received a number of very competitive applications.

The grant funding described above is conditional upon a signed and executed grant agreement between MEA and The Town of Salisbury demonstrating the Grantee's commitment to meet the goals and requirements of the Maryland Smart Energy Communities Grant Program.

Caitlin Madera at [MSEC.MEA@maryland.gov](mailto:MSEC.MEA@maryland.gov) will be serving as the MEA project manager for this grant. She will be in touch with you shortly to formulate your grant agreement.

I congratulate you and your community on the proposal that received this award.

Sincerely,

Chris Rice  
Director, Energy Programs  
Maryland Energy Administration



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

## MEMORANDUM

To: Julia Glanz, City Administrator  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: May 23, 2017  
Re: MEA Smart Energy Grant Acceptance Resolution

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The Maryland Energy Administration (MEA) has notified us that we have been awarded an energy efficiency grant in the amount of \$35,000 for conversion of City owned streetlights to LED bulbs. This is a continuation of a program that has already converted 114 Streetlights. It is anticipated that this funding will enable an additional 50 LED conversions. This project will continue to support the designation of Salisbury as a Maryland Smart Energy Community.

Attached is a copy of the Grant award letter, Grant Agreement and proposed Resolution. We are requesting approval to forward the agreement to City Council.

Should you have any questions or require any additional information, please do not hesitate to call.