



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

NOVEMBER 21, 2022

Government Office Building, Council Chambers and Zoom Video Conferencing

- 4:30 p.m. Ordinance- False Alarm code adjustment- Housing & Community Development
Director Ron Strickler
- 4:35 p.m. Ordinance- budget amendment accepting funds for the Zoo's Andean Bear
Exhibit- Arts, Business & Culture Department Director Allen Swiger
- 4:40 p.m. Ordinance to appropriate funds received from the Wicomico County Health
Department in the amount of \$10,000 for the Safe Station- Deputy Fire Chief Chris
O'Barsky
- 4:45 p.m. Ordinance to accept sub-granted funds from TidalHealth in the amount of \$62,500
for SWIFT- Deputy Fire Chief Chris O'Barsky
- 4:50 p.m. Ordinance to amend Chapter 2.12 of the Salisbury City Code to remove the
authority to enforce the City Fire Prevention Code from the Director of the
Department of Infrastructure and Development- Deputy Fire Chief Chris O'Barsky
- 4:55 p.m. Presentation- RFP 22-106 Solar Photovoltaic Generation System- CQI Associates
- 5:55 p.m. Administration and Council Remarks
- 6:00 p.m. Adjournment

*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

Posted: 11/17/22



City of
Salisbury
Jacob R. Day, Mayor
MEMORANDUM

To: Julia Glanz, City Administrator
From: Ronald L. Strickler, Jr, Director of Housing and Community Development
Date: 11/14/2022
Re: False Alarm Code

The Director of Housing and Community Development requests the opportunity to introduce an Ordinance adjusting the responsibilities relating to the enforcement and subsequent Municipal infraction process for False Alarms. The ordinance removes Housing and Community Development from the municipal infraction portion of the code. HCDD is not involved in the response to false alarms which has created significant issues in court and testimony. Additionally, the general lack of involvement with the actual response has created extensive and sometimes duplicate work. This ordinance looks to correct and streamline the process to be more successful as well as more efficient.

Ronald L. Strickler, Jr

Ronald Strickler, Jr
Director, Housing and Community Development

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 1.16.100 OF THE SALISBURY CITY CODE, ENTITLED “WAIVER OF FINES – AUTHORITY TO ISSUE CITATIONS – VIOLATIONS AND PENALTIES - REPEALER” TO ADD TO THE CATEGORIES OF PERSONS WITH THE AUTHORITY TO ISSUE CITATIONS FOR MUNICIPAL INFRACTIONS AND FURTHER AMENDING SECTION 8.04.050 OF THE SALISBURY CITY CODE ENTITLED “FALSE ALARMS – VIOLATIONS AND PENALTIES” TO CLARIFY DEPARTMENTAL RESPONSIBILITIES SPECIFIC TO FALSE ALARM FEES AND CITATIONS.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Section 1.16.100 of the General Provisions Title of the Salisbury City Code and Section 8.04.050 of the Health and Safety Title of the Salisbury City Code, pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Sections 1.16.100 and 8.04.050 of the Salisbury City Code to clarify departmental responsibilities specific to false alarm fees and citations; and

WHEREAS, the Mayor and Council have determined that the amendments to Sections 1.16.100 and 8.04.050 of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Sections 1.16.100 and 8.04.050 of the Salisbury City Code are hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 1.16.100 of the Salisbury City Code, entitled “Infractions and Civil Zoning Violations” shall be amended as follows:

Chapter 1.16 INFRACTIONS AND CIVIL ZONING VIOLATIONS

1.16.100 Waiver of fines—Authority to issue citations—Violations and penalties—Repealer.

- A. Those directors of departments authorized to administer and enforce this chapter have the privilege to waive any fine contained herein not imposed by any court if it can be established by uncontroverted evidence that the citation for the offense was issued erroneously.
- B. The following persons shall have the authority to issue citations for municipal infractions or civil zoning violations:
 1. Director of the department of Infrastructure and Development and any designee of the Director;
 2. Director of the Housing and Community Development Department and any designee of the Director;
 3. Director of the department of Water Works and any designee of the Director;

4. Housing supervisor;
5. Building inspector;
6. Housing inspector;
7. Zoning administrator;
8. Plan examiner;
9. Plumbing inspector;
10. All city police officers **and any designee of the Chief of Police;**
11. Director of the Department of Field Operations and any designee of the Director;
12. Traffic superintendent;
13. Operations and maintenance superintendent;
14. Sanitation superintendent;
15. Safety Manager;
16. Chief or deputy chief of the city fire department **and any designee of the Chief or deputy chief of the city fire department;**
17. Fire Marshal;
18. Deputy Fire Marshall; and
19. Fire Inspector.

C. The violations of the following codes and ordinances are declared to be an infraction, and the penalty for such violation shall not exceed five hundred dollars (\$500.00) for each initial offense and shall not exceed one thousand dollars (\$1,000.00) for each repeat offense, and each day the violation continues shall constitute a separate offense:

1. International Building Code (2015) (IBC);
2. International Residential Code (2015) (IRC);
3. International Energy Conservation Code (2015) (IECC);
4. International Mechanical Code (2015) (IMC);
5. International Plumbing Code (2015) (IPC);
6. International Fuel Gas Code (2015) (IFGC);
7. International Existing Building Code (2015) (IEBC); and
8. The city fire prevention code.

D. The violations of the following codes and ordinances are declared to be civil zoning violations, and the penalty for such violation shall be five hundred dollars (\$500.00) for each initial offense and five hundred dollars (\$500.00) for each repeat offense:

1. Business, commercial or industrial use violations of the zoning code.

E. The penalty provisions of any of the codes, ordinances or laws referred to in this section inconsistent with the penalty provisions of this chapter are repealed.

Section 2. Section 8.04.050 of the Salisbury City Code, entitled “False alarms – Violations and penalties” shall be amended as follows:

Chapter 8 HEALTH AND SAFETY

8.04.050 False alarms—Violations and penalties.

- A. If, within a calendar year, the Fire and/or Police Departments respond to more than two false alarms at the same location, response fees will be charged to the property owner, as defined by separate ordinance, in accordance with the fee schedule in effect at the time of the response. The Council of the City of Salisbury shall set the fee schedule from time to time as the Council deems appropriate. Prior to January 31st of each year, for the purpose of setting a fee schedule, the Police Department and Fire Department shall provide the Council with up-to-date response fees from each department.
- Failure to pay said fees within ninety (90) days of the date on the notification of the violation will result in a lien against the real property until the fees are satisfied and shall be collectible in the same manner as real estate taxes and shall accrue interest and penalties, if applicable, as allowed for unpaid real estate taxes as well.
- B. Newly installed and newly transferred alarm systems will be given a thirty (30) day grace period to allow for correction of equipment and user errors. During the thirty (30) day period, the alarm user will be allowed unlimited false alarms, as long as steps are being taken to correct any problems. The alarm company installing the new system or transferring a system shall notify the Police and Fire Departments in writing of the new installation or transfer, including the effective date, within ten days of the effective date.
- C. The chief of police and the fire chief will maintain accurate records of false alarm ~~occurrences~~ responses. A bill will be sent by mailing said bill to the property owner of record of the subject location, the designated agent, if any, and the occupant of the property if known to the Director of Finance. The Director of Finance will send the bills for ~~occurrences one to five~~ false alarm ~~occurrences~~ responses in accordance with the fee schedule in effect at the time of the response. ~~The Director of Housing and Community Development Department will send the bills, when the number of occurrences is six or more.~~
- D. If the false alarm bill remains unpaid for more than ninety (90) days, the Director of Finance shall place a lien against the subject real property by forwarding to the last known address of the owner as recorded in the real estate assessment records of the city by written notice, a notice of lien, and such receipt shall constitute a prima facie evidence of service upon such owner if it is signed either by the owner or by a person of suitable age and discretion located at such address. In the event that delivery of said notice of lien is refused by the property owner or his agent, then valid service may be accomplished by hand delivery of same to either the property owner or a person of suitable age and discretion employed or residing at the subject location or by posting the written notice in a conspicuous place in or about the structure or property affected by such notice.
- E. Municipal Infraction. For any violation occurring after the fifth false alarm response by the same responding department within the same calendar year, the person owning and/or in control of the subject real property shall be guilty of a municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense as established in the table listed below. Each false alarm response thereafter within the same calendar year shall constitute a separate offense. Notice and service of a citation shall be as directed under Local Government Article of the Maryland Annotated Code Section 6-101, et seq. and Section SC5-1(38), as amended, concerning municipal infractions. The Chief of Police, and the Fire Chief ~~and the Housing Official~~ are designated by the Council to direct the designated persons within their departments to act as enforcement officers for the purpose of preparing and carrying out the requirements for issuing and serving municipal infractions.

The amount of a fine shall be in accordance with the table below:

FALSE ALARM OCCURRENCE/FINE	POLICE	FIRE
6th	100.00	100.00
7th	200.00	200.00
8th	300.00	300.00
9th	400.00	400.00
10th	500.00	500.00

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: City Council
From: Allen Swiger, Director of ABCD
Subject: Budget Amendment for Andean Bear Exhibit
Date: 11/12/22

The Salisbury Zoo is requesting consideration for an amendment to appropriate funds in the amount of \$250,000 for the design of the new Andean Bear Exhibit at the Salisbury Zoo. The City has surplus funds available in this current year's operating accounts to accomplish this funding.

A grant in the amount of \$250,000 has already been awarded to the City from the Maryland Department of General Services and is currently pending final approval by the State of Maryland Board of Public Works. Although no definitive timeline has been given for the approval of the grant, we expect to receive the funds this fiscal year. Once the City succeeds in obtaining the grant, the funds will be returned to the General Fund.

The Salisbury Zoo has been working diligently to prepare for the launch of a campaign to raise funds for the Andean Bear Exhibit deconstruction and rebuild. This project will also later include the construction of a new Otter Exhibit. In order to move to the next phase of the campaign, an architectural design with costs must be obtained.

Thank you for your time and do not hesitate to contact me should you have any questions.

Attachment: Budget Amendment Ordinance

49 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section,
50 paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and
51 shall be deemed valid and enforceable.

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

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

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

59 **ATTEST:**

60 _____
61 **Kimberly R. Nichols, City Clerk**

John R. Heath, City Council President

62
63 Approved by me, this _____ day of _____, 2022.

64
65
66 _____
67 **Jacob R. Day, Mayor**



MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: FY23 Budget Amendment – Safe Station
Date: October 27, 2022

Attached you will find a FY23 Budget Amendment Ordinance and a Memorandum of Understanding (MOU) between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24 hour services to those seeking treatment and recovery resources. Safe Stations is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station a peer from the COAT team will be contacted, as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2500.00. The funds from this program will be used to purchase additional medical supplies and equipment.

If you should have any questions or comments, please do not hesitate to contact me.



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MOU/CONTRACT APPROVAL FORM (2021 Revision)

All Memoranda of Understanding/Agreement and contracts ("MOU") between this agency and another agency must go through the following approval process. Please place this form on top of the MOU and retain in the file.

Staff submitting MOU: Complete this section before submitting to Program Supervisor.

Date: 6/3/22 PCA: F592N FY: 23 Amount: \$ 2,500⁰⁰

Start Date: 7.1.22 End Date: 9.29.22

Staff Name: Cressy Bawle - Simpson

Provider Name: City of Salisbury (Shelby Fire Dept)

Description of services: to provide well-checks to individuals entering the Safe Station - Salisbury Fire Dept

Is contractor a **Business Associate**? ☒ Y / N If yes, attach BAA to MOU. Not sure? [CLICK HERE](#).

State Contractor? Y ☒ N **County Legal Review form needed?** Y / N (attach if yes.)

In budget or approved in writing by funder? ☒ Yes (attach documentation as needed) ☐ No

Submitted for a 2nd time? ☐ Yes (reason: _____) ☒ No

PO # or Credit Card Purchase ID # ([See updated purchasing guidelines](#)): _____

Managers approving MOU: sign (in order) and send to next approver.

Must be signed by all* for final approval. Final approver will return to submitting staff.

Program Supervisor: [Signature] Date: 6/3/22

Program Director: [Signature] Date: 6/3/22

Fiscal Administrator*: [Signature] Date: 6/6/22

Health Officer: [Signature] Date: 6/7/2022

Manager denying MOU: sign, state reason(s)/needed changes, and return to Program Supervisor.

Denied by: _____ Date returned: _____

Reason(s) denied (changes to be made before resubmitted/approval): _____

* Fiscal review needed only if funds attached.

Updated August 3, 2021

6/3/22

No STDI Review needed.

No patient name is given when
the Fire Dept / EMS is called.

A handwritten signature in blue ink, appearing to be 'M. J.' with a long horizontal stroke extending to the right.A handwritten mark in blue ink, resembling a stylized 'X' or a checkmark.

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2023

WICOMICO COUNTY HEALTH DEPARTMENT and CITY OF SALISBURY FIRE DEPARTMENT

325 Cypress St. Salisbury MD, 21801

410-548-3122

lday@salisbury.md

Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center.

Agreement

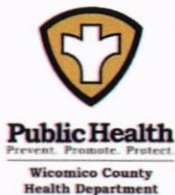
The following agreement entered into on this first day of July, 2022, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 10/01/2022.

II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



Memorandum of Understanding

FY 2023

Wicomico County Health Department

City of Salisbury Fire Department

Safe Station/ F592N

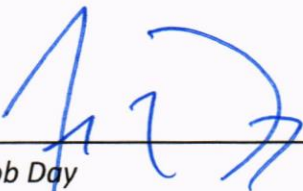
Page #2 of #2

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

This agreement will terminate on September 29, 2022, or by providing sixty (60) days written notification by either party.

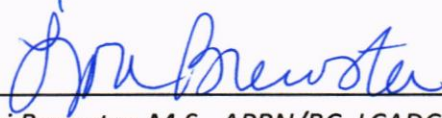
III. Signatures

The parties acknowledge their agreement by their signatures below:



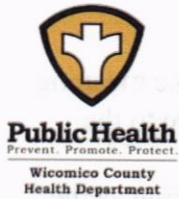
Jacob Day
Mayor, City of Salisbury

7-15-2022
Date



Lori Brewster, M.S., APRN/BC, LCADC
Health Officer, Wicomico County Health Department

6-7-2022
Date



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and the City of Salisbury Fire Department (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “Business Associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition.** The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the City of Salisbury Fire Dept.
2. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. **Protected Health Information ("PHI").** Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.
5. **Maryland Department of Health.** State public health department, and in reference to the party to this Agreement shall also be known as the "Department".

II. PERMITTED USES AND DISCLOSURES OF PHI AND DATA BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2).
- E. Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

- H. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.
- I. The Business Associate shall exclusively use approved State systems (MDThink, DoIT, other MDH systems) to view, analyze, and create/store MDH data, unless granted a waiver by the Secretary. The Business Associate shall not process MDH data in any external system unless risks are fully disclosed and accepted by the Department.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 1. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a) Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b) Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c) Is in substantially the same form as Exhibit A hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F.** In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G.** In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H.** To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- I.** Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J.** Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K.** Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M.** Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- N.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or

III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency.** The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action.** This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Deborah W. Smith
HIPAA Coordinator
Wicomico County Health Department
108 East Main Street
Salisbury, MD 21801
Phone: (410) 543-6963

F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 325 Cypress St, Salisbury MD 21801

Attention: Jacob Day

Phone: (410)-548-3122

G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: 

Name: Lori Brewster, MS, APRN/BC, LCADC

Title: Health Officer

Date: 7-15-2022

BUSINESS ASSOCIATE:

By: 

Name: Jacob Day

Title: Mayor

Date: 7-15-22

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MOU/CONTRACT APPROVAL FORM (2021 Revision)

All Memoranda of Understanding/Agreement and contracts ("MOU") between this agency and another agency must go through the following approval process. Please place this form on top of the MOU and retain in the file.

Staff submitting MOU: Complete this section before submitting to Program Supervisor.

Date: 09/30/22 PCA: F592N FY: 23 Amount: \$ 7,500.00

Start Date: Oct 2022 End Date: 06/30/22

Staff Name: Crissy Bowie-Simpson

Provider Name: City of Salisbury Fire Dept

Description of services: to provide well checks to individuals accessing services at the Safe Station

Is contractor a **Business Associate**? ☒ Y / N If yes, attach BAA to MOU. Not sure? [CLICK HERE](#).

State Contractor? Y / ☒ N **County Legal Review form needed?** Y / ☒ N (attach if yes.)

In budget or approved in writing by funder? ☒ Yes (attach documentation as needed) ☐ No

Submitted for a 2nd time? ☒ Yes (reason: to add verbiage regarding delayed award letter) ☐ No

PO # or Credit Card Purchase ID # (See updated purchasing guidelines): _____ *BAA on fil

Managers approving MOU: sign (in order) and send to next approver.

Must be signed by all* for final approval. Final approver will return to submitting staff.

Program Supervisor: _____ Date: 09/30/22

Program Director: _____ Date: 9/30/22

Fiscal Administrator*: _____ Date: 10/20/22

Health Officer: _____ Date: 10/20/2022

Manager denying MOU: sign, state reason(s)/needed changes, and return to Program Supervisor.

Denied by: _____ Date returned: _____

Reason(s) denied (changes to be made before resubmitted/approval): _____

* Fiscal review needed only if funds attached.

Updated August 3, 2021

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2023

WICOMICO COUNTY HEALTH DEPARTMENT and CITY OF SALISBURY FIRE DEPARTMENT

325 Cypress St. Salisbury MD, 21801

410-548-3122

iday@salisbury.md

Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center. Per the granting administration, this award began on September 30, 2022, therefore dates of services will be reimbursed starting from September 30, 2022.

Agreement

The following agreement entered into on this ____ day of _____, 2022, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 6/30/23.

II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



Memorandum of Understanding

FY 2023

Wicomico County Health Department

City of Salisbury Fire Department

Safe Station/ F592N

Page #2 of #2

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

This agreement will terminate on June 30, 2023, or by providing sixty (60) days written notification by either party.

III. Signatures

The parties acknowledge their agreement by their signatures below:

Jacob Day

Mayor, City of Salisbury

Date

Lori Brewster

Lori Brewster, M.S., APRN/BC, LCADC

Health Officer, Wicomico County Health Department

10/20/2022

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

WHEREAS, the City of Salisbury must enter into a grant agreement with WiCHD defining how these funds must be expended; and

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY2023 Operating Budget; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore to accept grant funds in the amount of \$10,000.00.

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

Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase General Fund WiCHD Reimbursements account (01000-427301-XXXXX) by \$10,000.00.

(b) Increase Fire Department Expenditure Medical account (24035-546016) by \$10,000.00.

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 Glandz, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Subject: Rural Maryland Council SWIFT Grant
Date: 11/14/2022

The Fire Department is requesting the approval of grant funds in the amount of \$62,500.00 that it's received as a sub-grantee from a Tidal Health Grant. These funds will continue to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT) as it continues to improve health outcomes through a coordinated care approach and to prevent unnecessary ambulance transports, Emergency Department visits and hospital readmissions, ultimately saving health care dollars. Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TIDAL HEALTH FOR THE PURPOSE OF ACCEPTING SUB-GRANTED FUNDS IN THE AMOUNT OF \$62,500.00.

WHEREAS, Tidal Health, in conjunction with the City of Salisbury, applied for funds through the Rural Maryland Prosperity Investment Fund (RMPIF); and

WHEREAS, Tidal Health has been awarded ~~the~~ RMPIF funds in the amount of \$187,755.00; and

WHEREAS, Tidal Health is further sub-granting \$62,500.00 to the City of Salisbury; and

WHEREAS, all accepted funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

WHEREAS, the budget amendment as provided herein 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 Rural Maryland Council Revenue Account (10500-424540-XXXXX) by \$62,500.00.
- (b) Increase Salary Overtime Non-Clerical Expense Account (10500-501021-XXXXX) by \$37,000.00.
- (c) Increase Various Benefits Expense Account (10500-502XXX-XXXXX) by \$25,500.00.

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

Section 2. 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 3. 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 4. 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 4.

Section 5. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48 ATTEST:

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52 _____
53 **Kimberly R. Nichols, City Clerk**

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56 _____
57 **John R. Heath, City Council President**

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61 Approved by me, this _____ day of _____, 2022.
62

60 _____
61 **Jacob R. Day, Mayor**

62



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Deputy Chief O'Barsky
From: Fire Marshal Cramer
Date: September 21, 2022
Re: Ordinance to amend Chapter 2.12 – Department of Infrastructure and Development

Chapter 2.12 of the City Municipal Code erroneously granted the authority to enforce the City Fire Prevention Code to the Director of Infrastructure and Development. The City had previously granted that authority to the Fire Department. Please see the attached ordinance that removes that authority from the Director.

Should you need anything else please reach out.

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 2.12 OF THE SALISBURY CITY CODE, ENTITLED “DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT”, FOR THE PURPOSE OF REMOVING THE AUTHORITY TO ENFORCE THE CITY FIRE PREVENTION CODE FROM THE DIRECTOR OF THE DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code demonstrates the need for periodic review, evaluation and amendment; and

WHEREAS, the City of Salisbury has adopted the State Fire Prevention Code subject to local amendments; and

WHEREAS, the City of Salisbury had previously granted the authority to enforce the City Fire Prevention Code to the Director of Infrastructure and Development; and

WHEREAS, the City of Salisbury now employs a Fire Marshal, Deputy Fire Marshal and Fire Inspector to enforce the City Fire Prevention Code; and

WHEREAS, the City of Salisbury desires to amend Chapters 2.12.030 and 2.14.030 of the Salisbury City Code for the purpose of removing the authority to enforce the City Fire Prevention Code from the Director of the Department of Infrastructure and Development and the Director of the Housing and Community Development Department.

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

Section 1. Chapter 2.12 of the Salisbury City Code, entitled “Department of Infrastructure and Development”, be and is hereby amended by repealing the crossed-out language as follows:

2.12.030 - Powers and duties of director and department.

Under the authority of the mayor and the supervision of the city administrator, the director of the department of infrastructure and development is directed to enforce the city's building, electrical, gas, plumbing, zoning, ~~fire~~, mechanical and existing building codes and to carry out and perform all functions of the city as provided by such building, electrical, gas, plumbing, zoning, ~~fire~~, mechanical and existing building codes. ~~The City Fire Marshal shall report the results of the fire plan reviews and pre-occupancy functions to the Director of the Department of Infrastructure and Development.~~ The department of infrastructure and development shall have all the power and authority necessary to carry out its duties.

Section 2. Chapter 2.14. of the Salisbury City Code entitled “Housing and Community Development Department”, be and is hereby amended by repealing the crossed-out language as follows:

2.14.030 - Powers and duties of director and department.

Under the authority of the mayor and the supervision of the city administrator, the director of the Housing and Community Development Department is directed to enforce the city's housing, building, ~~fire~~ and zoning codes and to carry out and perform all functions of the city as provided by such housing, building, ~~fire~~ and zoning codes. The Housing and Community Development Department shall have all the power and authority necessary to carry out its duties.

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

46 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,
47 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed
48 valid and enforceable.

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

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

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

56
57
58 **ATTEST:**

59
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61
62 **Kimberly R. Nichols, City Clerk** **John R. Heath, City Council President**

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66 Approved by me, this _____ day of _____, 2022.

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71 **Jacob R. Day, Mayor**

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OVERVIEW



November 16, 2022

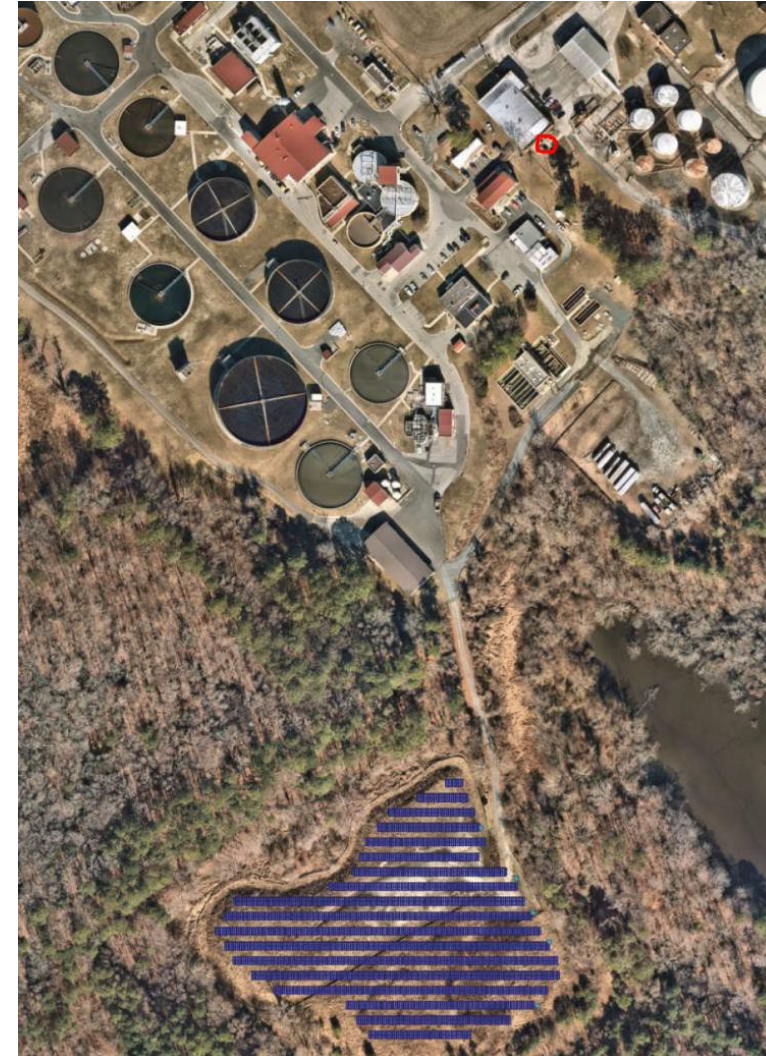
City of Salisbury

Waste Water Treatment Plant

Onsite Solar Photovoltaic Electricity Generation System

Spoils Site

CONTRACT NO. RFP 22-106





OVERVIEW



November 16, 2022





OVERVIEW



November 16, 2022





OVERVIEW

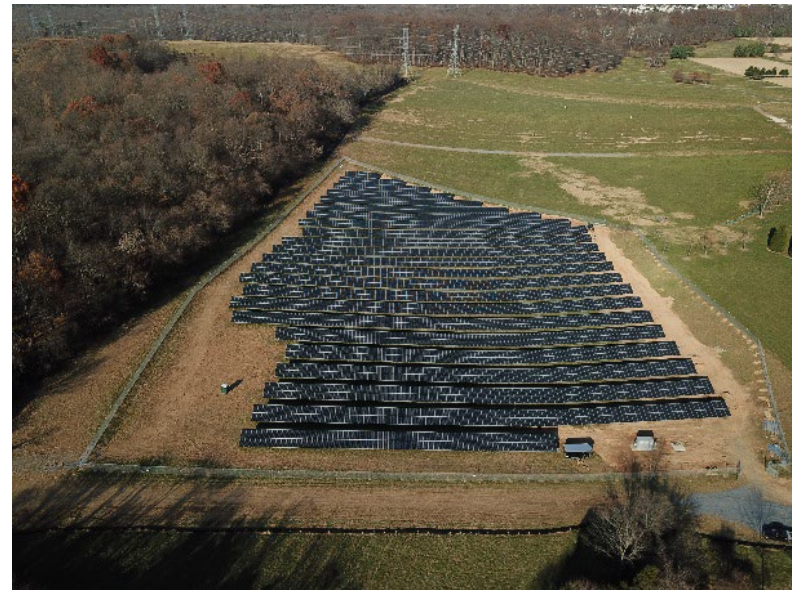


November 16, 2022



Ground Mount Solar

Behind the Meter Installation





OVERVIEW



November 16, 2022

- City conducted an assessment of City owned facilities and sites for development of on-site solar systems.
- The WWTP spoils site was selected as having the greatest potential for development of a solar system.
- Smaller on-site system development is possible at the City Service Center in the future.
- A Request for Proposal was issued and proposals received May 2022.
- Following the evaluation of proposals, the submission by **Empower Energies** was selected for review and negotiation.
- The Power Purchase Agreement was reviewed and the terms & conditions negotiated with Empower Energies, the City Attorney, City Staff and CQI Associates.



OVERVIEW



November 16, 2022

- WWTP - FY 2022 Annual Consumption: 8,401,463 kWh
- WWTP - FY 2022 Annual Cost: \$560,289
- Year One Expected Annual Solar Production: 2,513,388.5 kWh (AC)
- The potential solar production could reduce the purchase of electricity from DELMARVA by 30% for the WWTP
- Current electricity supply contract with Constellation ends May/June 2025
- Electricity costs are estimated to increase by over 55% based on current market projections starting June 2025



OVERVIEW



November 16, 2022

Key considerations for Council Review:

- 20 year agreement
- Empower Energies' solar system is turn key: owned, constructed, operated and maintained by developer
- City Capital Improvement Funding is not required
- City pays for the generated energy based on a per kilowatt rate
- Empower Energies has agreed to a 90% performance guarantee
- Empower Energies is required to remove the system at the end of the 20 year agreement and fully restore the site
- City has purchase options in years 7, 11, 16 and at the end of term



Offer Overview



November 16, 2022

- Contract Rate: \$0.078 per kWh
- Term: 20 Years
- Annual Escalation Rate Starting Year Two: 2% per year
- Year One Estimated Cost: \$197,301
- Estimated Savings – 20 Years: \$1,296,744
- Estimated Date for Commercial Operation: February – June 2024
- Year One Expected Annual Production: 2,513,388.5 kWh (AC)
- Annual production degradation rate is 1% per year
- Reduction in Greenhouse Gas Emissions: 1,100 metric tons
- Domestic Manufactured Solar Panels and Invertors
- Federal Investment Tax Credit Program and Inflation Reduction Act of 2022 include required Buy America and prevailing wage provisions to incentivize domestic production



Cost Comparison Projection

November 16, 2022

WWTP Net Meter Ground Mount 1752.72 kW/DC		8,401,463	Current CNE & Delmarva Rates				Solar PPA Rate & Delivery Offset				
			Supply Cost	Delivery Cost	Bundled	Electricity	Solar PPA Rate	Delivery Cost	Bundled	Electricity	Estimated
			Constellation	DELMARVA	Consolidated	Annual	Empower Energies	DELMARVA	Consolidated	Annual	Annual Cost
	Year	Production	per kWh (2.0%/yr)	per kWh	per kWh	Cost	per kWh (2.0%/yr)	per kWh	per kWh	Cost	Reduction
Cuurent Contract Rate*	2024	2,513,389	0.05184	0.0238	0.0756	\$190,113	0.07500	0.0005	0.0755	\$189,761	\$352
Rate Increase June 2025	2025	2,500,822	0.06860	0.0245	0.0931	\$232,862	0.07650	0.0005	0.0770	\$192,563	\$40,298
Rate Increase full year	2026	2,488,318	0.08535	0.0245	0.1099	\$273,382	0.07803	0.0005	0.0785	\$195,408	\$77,974
	2043	2,285,063	0.11915	0.0287	0.1479	\$337,889	0.10926	0.0005	0.1098	\$250,905	\$86,984
20 Year Totals		47,950,194				\$5,850,334				\$4,379,405	\$1,470,929

25.14%

*Production in first year is estimated
to be 30% of WWTP use



Conclusion



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- City has been seeking an opportunity to develop a solar project. The proposed WWTP solar project will meet this initial goal.
- **Climate Solutions Now Act of 2022** calls for Maryland to **reduce greenhouse gas emissions by 60% by 2031, below the 2006 baseline levels**
 - As of 2022 City GHG is **5,530 metric tons**
 - To reach goal, the City will need to reduce GHG Emissions by 2031 by **3,030 metric tons**
- The WWTP solar project reduces long-term costs, reduces GHG Emissions **by 1,100 metric tons**, and requires no initial Capital Investment
- Largest single GHG-Reduction effort to date



Next Steps



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- Finalize the Power Purchase Agreement for signature – December 2022
- Proceed with 35% design for City review and approval – January 2022
- Apply to DELMARVA for utility interconnection approval – February 2023
- Conduct environmental assessments and permit application process – January to March 2023
- Proceed with 90% design for City review and approval – April 2023
- Confirm solar array and inverter orders – April - May 2023
- Receive DELMARVA utility interconnection and related permit approval – June - July 2023
- Site Work Start: August – September 2023
- Installation Completion: December 2023 to January 2024
- Commercial Operation Approval: February – June 2024
- Cost Reduction Impact FY 2025 (July 2024 to June 2025)



Reference



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Year/Amount	GHG Metric Tons
2006 Baseline	6,280
Reduction to Date	750
Balance as of 2022	5,530
Goal by 2031	2,510
Amount to be Reduced 2024 to 2031	3,020



Reference



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Year	Proposed Project Recommendations	Investment	Savings	GHG Reductions Base	GHG Reductions with Virtual Solar
2023	WWTP Solar	Rate per Generated kWh	\$17,300	1,100	1,100
	DELMARVA Lighting	Delmarva Funded	\$11,000	240	240
2024	O & M	\$18,660	\$10,165	88	88
	Off Site Solar	Rate per kWh	\$50,000	1,050	
	Virtual Off-Site Solar	Rate per kWh	\$168,000		3,670
2025	Lighting	\$120,285	\$18,560	166	166
	Gas Conversion	TBD	0	350	350
2026	HVAC	\$70,100	\$5,650	60	60
	Lighting	\$131,390	\$17,590	150	150
2027	HVAC	\$86,400	\$10,330	125	125
	Service Center Solar	Rate per kWh	\$15,000	150	150
2028	HVAC	\$243,500	\$13,000	110	110
	Reduction Estimate Totals	\$670,335	\$336,595	3,589	6,209