

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

THURSDAY – JUNE 19, 2014
CONFERENCE ROOM # 306
GOVERNMENT OFFICE BUILDING

- 1:30 p.m. Delmarva Power Right-of-Way Agreement Amendment – Mike Moulds/Lisa Savage (Delmarva Power)
- 2:00 p.m. Maryland Energy Administration For Implementation of Energy Efficiency and Conservation Projects Grant Agreement – Mike Moulds
- 2:30 p.m. Accepting WINTF Funds for Salisbury Police Department – Chief Barbara Duncan
- 3:00 p.m. General Discussion
- 3:15 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 10-508(a).*

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson, City Administrator
From: Mike Moulds, Director
Date: June 6, 2014
Re: Delmarva Power & Light Co., Supplemental Right of Way Agreement

Delmarva Power & Light Co. has approached the City of Salisbury regarding the need to amend a 1958 easement agreement between the City and Delmarva Power's predecessor, Eastern Shore Public Service Company of Maryland. The easement runs southerly across the City Park property from North Park Drive to South Park Drive along the easterly side of the Pony League field. The easement contains overhead power facilities. Delmarva Power plans to replace a portion of the overhead line with underground facilities, however the current right of way agreement does not provide for underground facilities.

Delmarva Power is requesting a supplemental right of way agreement to the existing easement agreement that allows for the installation of underground facilities. Delmarva Power has prepared the attached Supplemental Right of Way Agreement. A copy of the existing agreement is also attached for reference.

Unless you or the Mayor have further questions, please forward a copy of this memo, the Supplemental Right of Way Agreement and the ordinance to the City Council.



Your life. Plugged in.™

Real Property Department
2530 N. Salisbury Blvd.
MS 29SC55
Salisbury, MD 21801
410-860-6406 phone
410-860-6412 fax
Lisa.Savage@Delmarva.com

May 13, 2014

City of Salisbury – Public Works
125 N. Division Street
Room 202
Salisbury, MD 21801

Attention: Michael S. Moulds, P.E.

Re: Replacing a portion of a Delmarva overhead line with underground facilities on the Salisbury City Park property.

Dear Mr. Moulds,

Enclosed please find a Supplemental Right of Way Agreement and Exhibit "A" which pertains to existing overhead facilities that Delmarva currently has on City of Salisbury property, specifically, on a part of the City Park, east of Memorial Plaza.

Delmarva plans to replace a portion of the existing overhead line with underground facilities and the current Right of Way Agreement does not provide for the installation of underground facilities. Therefore, Delmarva respectfully requests a Supplement to the existing Right of Way Agreement to reflect the City's permission to install the underground.

Kindly advise the date of the City Council meeting relative to this request and whether Delmarva should attend the meeting in the event the Council has questions.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa A. Savage".

Lisa A. Savage
Real Estate Representative

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

This Supplemental Right of Way Agreement is made this ____ day of _____, 2014, by and between The City of Salisbury, a Municipal Corporation of the State of Maryland (“Grantor”) and Delmarva Power & Light Company (“Delmarva”), a corporation of the State of Delaware and the Commonwealth of Virginia, for itself, its lessees, successors, and assigns.

Whereas, Grantor is the owner of lands located in Wicomico County, State of Maryland, as described in two (2) deeds recorded among the Land Records of Wicomico County in Liber 405, Folio 196 and Liber 412, Folio 378 (“Grantor’s Land”) that are the subject of a Right of Way Agreement recorded among the Land Records of Wicomico County in Liber 459, Folio 418 (“Right of Way Agreement”);

Whereas, Delmarva is a successor of the Eastern Shore Public Service Company of Maryland, which was granted a right of way, privilege and easement (“Right of Way”), to construct, operate and maintain a line for the transmission and/or distribution of electricity in addition to other rights by the above-referenced Right of Way Agreement; and

Whereas, Delmarva has requested, and Grantor agrees to allow Delmarva to replace all or a portion of its infrastructure on, over, under, upon and across Grantor’s Land for the purposes of the distribution of electricity to Delmarva service areas;

NOW WITNESSETH THAT, for and in consideration of the sum of ONE DOLLAR, (\$1.00), the receipt of which is hereby acknowledged, Grantor agrees to grant and convey to Delmarva, its lessees, successors, and assigns the following additional rights and privileges in the Right of Way while continuing the Right of Way Agreement in full force and effect:

To construct, operate, and maintain overhead and underground infrastructure inclusive of conduit, conductor, and the necessary appurtenances, with said infrastructure locations being further identified on Exhibit A attached hereto and made a part hereof, provided, however, that Delmarva shall restore the surface of the Grantor’s property to its original condition upon completion of any said construction, operation and maintenance.

This Agreement is solely intended to afford Delmarva the additional rights as described above, in the location described on Exhibit A, and all other rights, terms and conditions of the Right of Way Agreement shall remain in full force and effect.

Grantor hereby certifies that the actual monetary consideration paid for this Amendment to Right of Way Agreement is ONE DOLLAR, (\$1.00).

WITNESS:

THE CITY OF SALISBURY

By: _____
James Ireton, Jr., Mayor

STATE OF MARYLAND
COUNTY OF WICOMICO

BE IT REMEMBERED, that on the _____ day of _____, 2014, personally came before me, a notary public, the within named authorized signing agent, James Ireton, Jr., Mayor, party to this Agreement who is known to me personally to be such or who presented satisfactory evidence of his identity as such, and acknowledged that he has voluntarily signed the Agreement for purposes stated within it.

In witness hereof I hereunto set my hand and official seal.

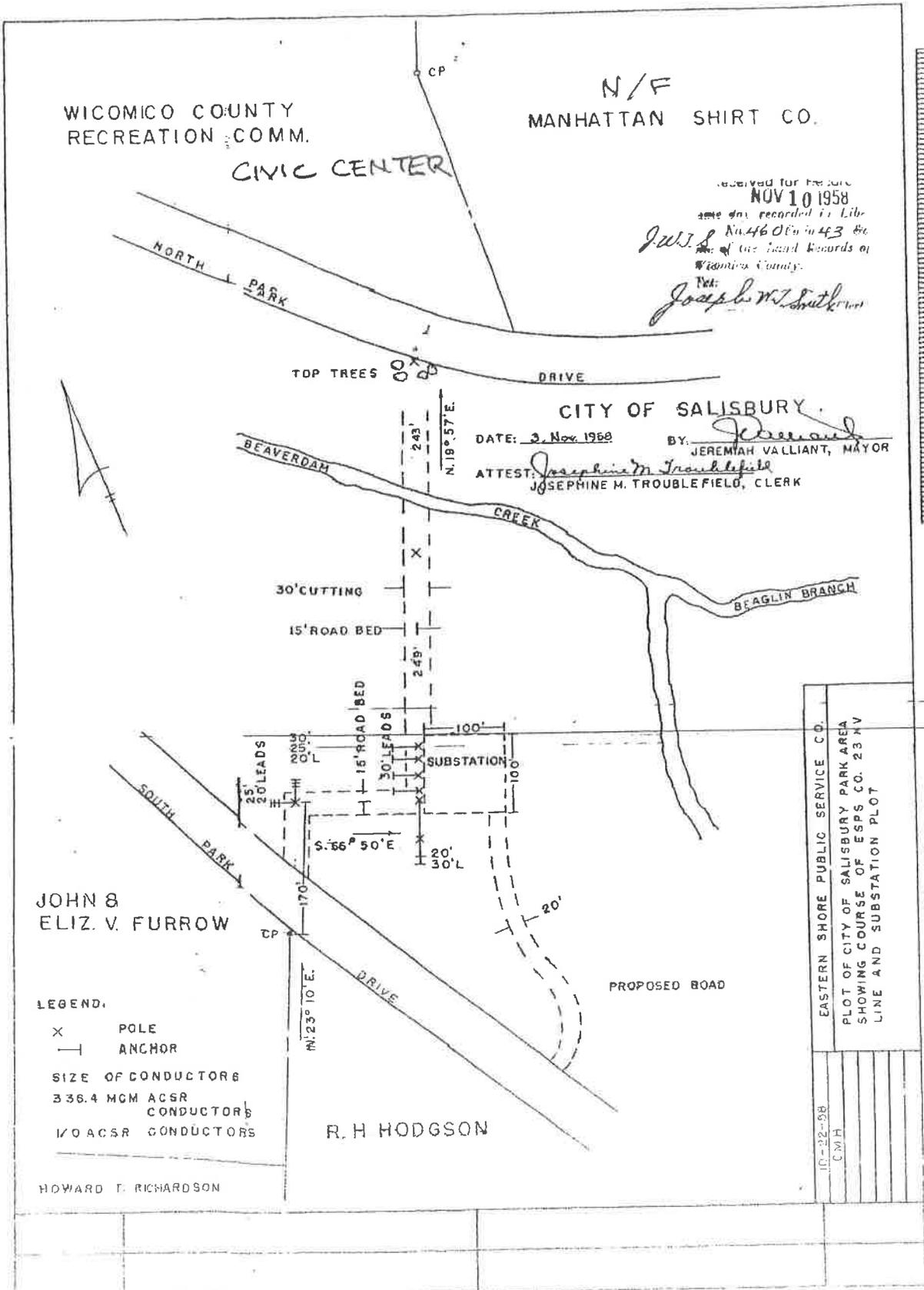
Notary Public

Print Name: _____
Notary Public

My commission expires the _____ day of _____.

[Notary Seal/Stamp Here]

Exhibit 'A'



EASTERN SHORE PUBLIC SERVICE CO.
 PLOT OF CITY OF SALISBURY PARK AREA
 SHOWING COURSE OF ESPS CO. 23 KV
 LINE AND SUBSTATION PLOT

10-22-58
 CMH

LEGEND:
 X POLE
 — ANCHOR
 SIZE OF CONDUCTORS
 336.4 MCM ACSR CONDUCTORS
 1/0 ACSR CONDUCTORS

HOWARD T. RICHARDSON

DEED OF EASEMENT

THE CITY OF SALISBURY,
A MUNICIPAL CORPORATION OF THE
STATE OF MARYLAND,

TO

THE EASTERN SHORE PUBLIC
SERVICE COMPANY OF MARYLAND,
A BODY CORPORATE OF THE
STATE OF MARYLAND

CAMDEN AND PARSONS
ELECTION DISTRICTS

Received for record November 10, 1958,
same day recorded in Liber J. W. T. S.
No. 459, Folio's 418 and 419,
one of the Land Records of Wicomico
County.

Test:

Joseph M. Smith
Clerk

THIS DEED OF EASEMENT, Made this 27th day of October, A. D.
1958, by The City of Salisbury, a Municipal Corporation of the State of
Maryland, witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the
receipt of which is hereby acknowledged, the said The City of Salisbury
does hereby grant unto The Eastern Shore Public Service Company of Mary-
land, a body corporate of the State of Maryland, its successors and
assigns, an easement in, over and upon the area hereinafter more particul-
arly described, located in the new extension of the Municipal Park of The
City of Salisbury, in Camden and Parsons Election Districts of Wicomico
County and State of Maryland, for the purpose of constructing, operating
and maintaining a 23KV electrical transmission and/or distribution line,
and substation distribution center, including the right of ingress and
egress over and along a roadway 20 feet wide extending from South Park
Drive to the substation area hereinafter described, and the right of in-
gress and egress over a road 15 feet wide along the route of said trans-
mission line, and the right to erect and maintain a total of eight (8)
transmission poles and twelve (12) anchors at the places indicated in the
easement area hereinafter described.

The area subject to the easements hereby granted is as shown on plat
entitled "Plot of City of Salisbury Park Area Showing Course of ESPS Co.
Proposed 23KV Line and Substation Plot", dated October 22, 1958, intended
to be filed for record among the Land Records of said Wicomico County
simultaneously herewith.

The City further grants unto the said The Eastern Shore Public Service
Company of Maryland the right to cut and trim and keep clear all trees and
other vegetation which might endanger said transmission line and substation.

The easements and rights hereby granted shall continue so long as the
Grantee herein shall use the easement areas hereinbefore described for the
purpose of transmitting and distributing electricity, provided, however,
that after the expiration of twenty (20) years from the date hereof, The

LIBER 459 PAGE 419

City of Salisbury, may, at its election, require the removal of said transmission lines and substation to another suitable area, which said area is to be provided free of cost by the said The City of Salisbury, and which said other area shall be acceptable to the said The Eastern Shore Public Service Company of Maryland, it being understood, nevertheless, that the cost of relocating all electrical transmission and distribution facilities shall be borne by the said The Eastern Shore Public Service Company of Maryland.

AS WITNESS the Corporate Seal of the said The City of Salisbury, the signature of its Mayor, attested by the Clerk of Salisbury, the day and year first above written.



THE CITY OF SALISBURY

By Jeremiah Valliant
Jeremiah Valliant, Mayor.

W. H. Troublefield
W. H. Troublefield, Clerk.

STATE OF MARYLAND
COUNTY OF WICOMICO

On this 27th day of October, A. D. 1958, before me, the undersigned officer, personally appeared Jeremiah Valliant, who acknowledged himself to be the Mayor of The City of Salisbury, a Municipal Corporation of the State of Maryland, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Etta G. Long
Etta G. Long, Notary Public.

My Commission expires May 4, 1959.

WICOMICO COUNTY RECREATION COMM.

MANHATTAN SHIRT CO.

Received for Record NOV 10 1958
and day recorded in Lib. No. 460 of 443 &c
of the Land Records of Wicomico County.

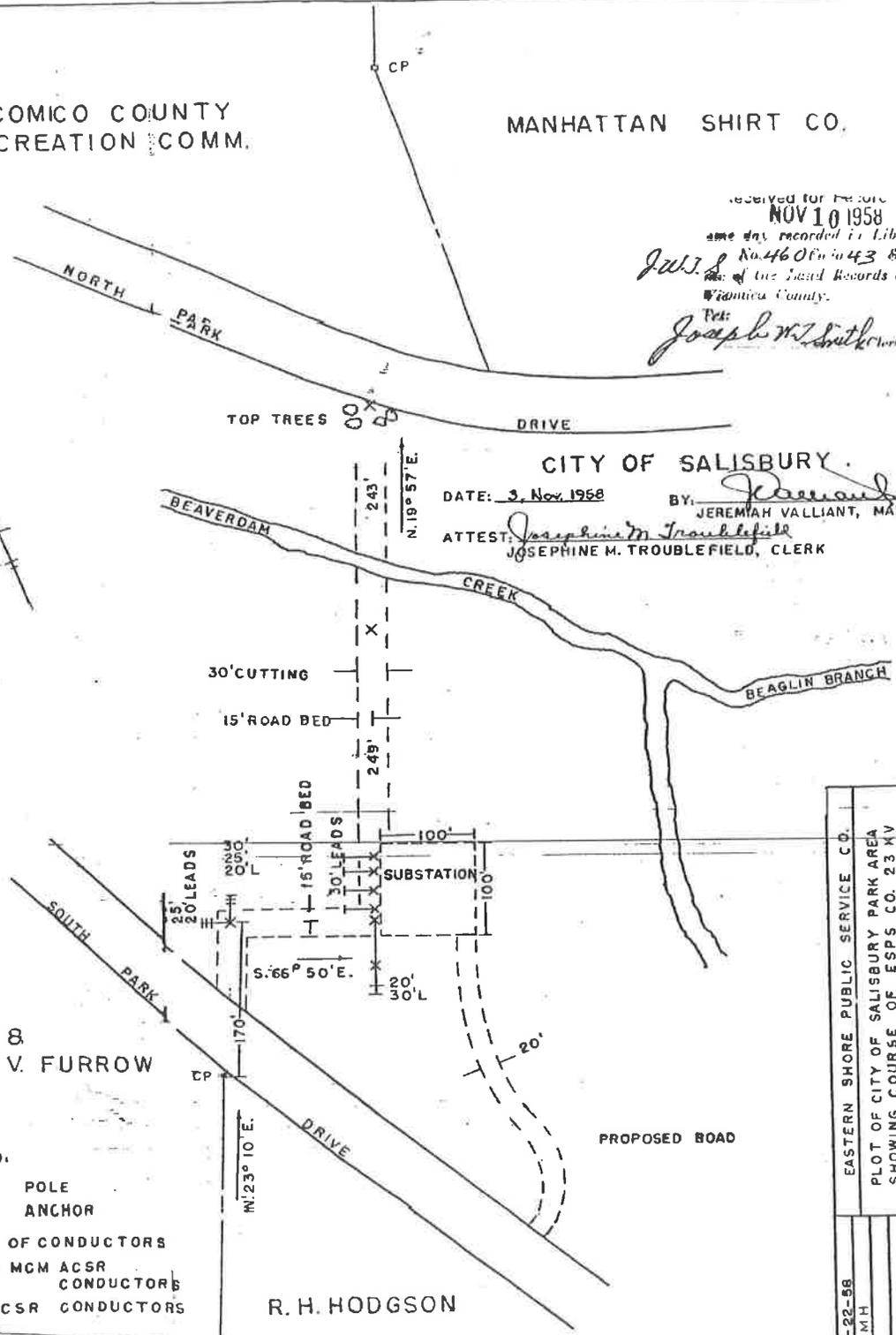
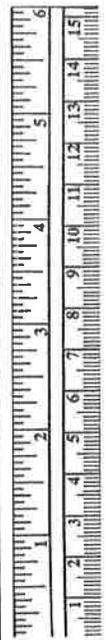
Per: Joseph M. Troublefield

CITY OF SALISBURY

DATE: 3, Nov. 1958

BY: Jeremiah Valliant, Mayor

ATTEST: Josephine M. Troublefield, Clerk



JOHN B. ELIZ. V. FURROW

LEGEND:

- X POLE
- ANCHOR

SIZE OF CONDUCTORS
 338.4 MCM ACSR CONDUCTORS
 1/0 ACSR CONDUCTORS

R. H. HODGSON

HOWARD T. RICHARDSON

EASTERN SHORE PUBLIC SERVICE CO.
PLOT OF CITY OF SALISBURY PARK AREA
SHOWING COURSE OF ESPS CO. 23 KV
LINE AND SUBSTATION PLOT
10-22-58
CMH

City of Salisbury



MARYLAND

Salisbury



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Memorandum

To: Tom Stevenson, City Administrator
From: Mike Moulds, Director of Public Works
Date: June 10, 2014
Re: MEA Smart Energy Grant Acceptance Resolution

Tom, the Maryland Energy Administration (MEA) has notified us on June 5th that we have been awarded a grant in the amount of \$67,843 for implementation of energy efficiency projects and designation as a Maryland Smart Energy Community.

Attached is a copy of the Grant Agreement and proposed Resolution. Due to delays by MEA in getting the grants out, they have required that the agreement be signed and returned by June 10th. As a result of our objections, they have allowed an extension to June 24th to allow Council to review the agreement at the June 16th workshop and consider approval at the June 23rd legislative session.

Following approval of the agreement the City will need to adopt by resolution two policies for energy efficiency reduction and petroleum fuel reduction as well as obtain approval of a project plan which will identify the specific project(s) to be funded with the grant.

We note that the City is already working with the Shore Power Project to establish baseline data which can be used to track the City's efforts in meeting its policy goals.

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

Mike Moulds

RESOLUTION NO. 2351

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND SUPPORTING AN APPLICATION FOR THE CITY OF SALISBURY TO BECOME A MARYLAND SMART ENERGY COMMUNITY.

WHEREAS, energy consumption and costs are of great importance to the City; and

WHEREAS, the City has previously participated in Maryland Energy Administration programs to reduce energy consumption; and

WHEREAS, the Maryland Energy Administration has a program to be designated as a Maryland Smart Energy Community; and

WHEREAS, becoming a Maryland Smart Energy Community will result in the prospect of grant funding, reduced utility and fuel expenses, support of local sustainability initiatives, greenhouse gas emissions reduction, recognition as a Statewide leader in energy and sustainability, and receiving technical assistance from the Maryland Energy Administration and the University of Maryland; and

WHEREAS, to become a Maryland Smart Energy Community, the City of Salisbury will need to commit to passing two policy goals by October 31, 2014, specifically Energy Efficiency and Transportation Petroleum Reduction; and

WHEREAS, the Energy Efficiency policy will establish an electricity consumption baseline and develop a plan to reduce per-square foot electricity consumption of local government-owned buildings by 15 percent within five years of the baseline year; and

WHEREAS, the Transportation Petroleum Reduction will establish a petroleum consumption baseline for all local government vehicles, and put in place a plan to reduce petroleum consumption by 20 percent within five years of the baseline year; and

WHEREAS, the City of Salisbury Departments of Public Works and Internal Services – Procurement have researched these goals and believe that these two goals are realistic to achieve within the prescribed timeframe; and

WHEREAS, support of the application does not commit the City to accept funding nor does it ensure implementation of the policy goals; and

WHEREAS, not passing the policy goals by October 31, 2014 will make the City ineligible for funding from the Maryland Smart Energy Communities program.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby support the application for the City of Salisbury to become a Maryland Smart Energy Community.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on December 9, 2013 and is to become effective immediately upon adoption.

ATTEST:

Kimberly R. Nichols
Kimberly R. Nichols
CITY CLERK

Jacob R. Day
Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 11th day of December 2013

James Keeton, Jr.
James Keeton, Jr.
MAYOR, City of Salisbury

**MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
GRANT AGREEMENT**

hereinafter “the Agreement”

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION
60 West Street, Suite 300
Annapolis, Maryland 21401**

hereinafter “MEA”

and

**CITY OF SALISBURY
125 N. Division Street
Salisbury, MD 21801**

hereinafter “Grantee”

PREMISES

The Maryland Energy Administration (MEA) developed and administers the Maryland Smart Energy Communities (MSEC) Grant Program pursuant to the authority provided in Sections 9-2003 and 9-20B-01 *et seq.* of the Maryland Code, State Government Article. The MSEC Grant Program is funded through the Strategic Energy Investment Fund (SEIF). *See* Md. Code, Section 9-20B-05 *et seq.* of the State Government Article.

The purpose of the MSEC Grant Program is to encourage local Maryland governments, including counties and municipalities, to adopt formal policies to encourage energy efficiency, renewable energy development, and/or reduce reliance on petroleum as a fuel for transportation, and to implement projects to achieve the objectives of such policies. MSEC Grant funds may be used both to assist local governments in developing and adopting policies, and then to implement projects to effectuate the objectives of such policies.

MEA issued a notice of opportunity for funding through the MSEC Grant Program, and upon evaluating the applications received, has determined that Grantee is eligible for an award. The amount and authorized uses of the Grant Award, as well as terms, conditions, and restrictions, are set forth in this Grant Agreement.

I. Purpose of the Grant Award

The purpose of this Grant Award is to assist the Grantee in the development, adoption and implementation of policies and projects that promote energy efficiency, the development of renewable energy resources, and/or to reduce dependence on petroleum as a fuel in the transportation sector.

II. Program Description

(A) Program Overview

MEA has determined that Grantee is eligible to participate in the Maryland Smart Energy Communities Grant Program. This means that the Grantee is qualified to receive Grant funding to assist it in becoming designated by MEA as a Maryland Smart Energy Community. Upon such designation, Grantee will be eligible to receive additional Grant funding to develop projects that implement energy efficiency and conservation savings, deploy renewable energy resources, and reduce dependency on petroleum as a transportation fuel.

(B) Program Components

The Grant Program consists of two primary components: (1) Policy Development; and (2) Project Development. Under the Policy Development component, the local jurisdiction is responsible for developing and adopting written policies that promote energy efficiency and conservation, the development of renewable energy resources, and reduce dependency on petroleum as a transportation fuel. These policies must be formally adopted through an official act of the governing body or office of the local jurisdiction, such as the promulgation of a local law, regulation, ordinance, resolution, executive order, or some other official commitment of the local jurisdiction's governing body or office. Under the Project Development component, the local jurisdiction is responsible for designing and implementing specific Projects approved by MEA that effectuate the policy goals adopted under the Policy component of the Grant Program.

(1) Policy Component-local jurisdictions must commit to formally promulgate or issue local laws, regulations, ordinances, resolutions, executive orders, or other similar mechanisms designed to achieve at least two of the three policy goals identified below:

- Energy efficiency: Reduce per-square foot electricity consumption of local government buildings by 15% within five years of a baseline year. Establish an electricity consumption Baseline year by estimating total local government building electricity consumption and size in gross square feet. Develop an Energy Reduction Plan (ERP) to document the baseline year energy consumption and a comprehensive program to reduce total electricity use by 15% from Baseline year use.
- Renewable Energy: Reduce conventional centralized electricity generation serving local government buildings by meeting 20% of those buildings' electricity demand with distributed, renewable energy generation by 2022. To achieve this goal, estimate total local government building electricity consumption, and develop and

initiate a Renewable Energy Action Plan (REAP) to map out how the local government will achieve the renewable energy goal.

- **Transportation Petroleum Reduction:** Reduce the use of petroleum as a transportation fuel for local government vehicles by 20% within five years of a baseline year. Develop a Baseline of fleet efficiency and fuel consumption for all government, on-road vehicles using a gallons of gasoline equivalent basis. Develop and implement a Transportation Petroleum Consumption Reduction Plan to achieve the goal.

The Grantee has agreed to formally commit through local law, regulation, ordinance, resolution, executive order, or some similar mechanism, to at least two of these three policy goals as set forth in its Grant Application, which is attached hereto and incorporated herein as Attachment A.

(2) Project Component –local jurisdictions must commit to designing and implementing specific Projects approved by MEA that are intended to effectuate the policy goals set forth above. Different types of eligible Projects are:

➤ Energy Efficiency:

When determined to be cost effective, energy efficiency retrofits including:

- Installation of insulation
- Installation of efficient lighting
- Purchase and installation of heating, venting, and air conditioning (HVAC) equipment, which shall be ENERGY STAR level or higher wherever available. When ENERGY STAR products are not available, equipment must be approved by MEA before it is selected.
- Weather sealing
- Purchase and installation of ENERGY STAR appliances
- Motor and pumping system upgrades
- Replacement of traffic signals and street lighting with energy efficient technologies. If a Grantee chooses to pursue a project replacing traffic signals or street lighting, the electricity consumption of this equipment must also be included in the Grantee's baseline energy consumption.

➤ Renewable Energy:

With the understanding that undertaking energy efficiency improvements makes it easier to meet renewable energy goals, grantees should demonstrate that reasonable energy efficiency measures have been implemented before renewable energy systems are installed to ensure the maximum impact of clean energy output. The following criteria should be adhered to for the implementation of the proposed renewable energy Projects:

- Solar electric (photovoltaics or "PV"):
 - PV conversion efficiency shall be at least 14% efficient.
 - Inverters shall be at least 95% efficient.
 - If installed on roofs, roofs shall have a projected lifetime of at least 20 years remaining after PV installation.

- Communities shall be aware that ground-mount PV is more cost-effective than roof-mount PV.
- Communities shall consult with MEA or the Technical Assistance Consultant about net metering, solar renewable energy credits (SRECs), financing structures such as Power Purchase Agreements, procurement documents such as RFQs and RFPs, incentives, payback calculations, etc.
- Solar thermal (solar water heating):
 - Systems shall have reasonably high efficiency ratings from the Solar Rating Certification Corporation (SRCC), based on OG-100 ratings for collectors and/or OG-300 ratings for collector/piping/tank systems.
 - Stagnation and freezing issues shall be addressed, e.g. with high-occupancy applications, drain-back systems, and/or glycol/water as the heat transfer medium.
 - Communities shall be aware that high-occupancy applications are typically more cost-effective due to increased economies of scale during procurement and installation, and to increased hot water demand from a larger population, with hot water needs at different times of the day.
- Geothermal heating & cooling (GHC):
 - GHC systems shall only displace electric (e.g. air source heat pumps), propane or fuel oil heating sources, or displace inefficient air conditioning systems that are at least 10 years old.
 - If a community has a hot water demand, it shall consider adding a desuperheater module to its GHC system.
- Wind:
 - Communities shall consult with MEA before installing wind turbines to see if the available wind resources in the proposed area have been quantified.
 - Communities shall base technical viability of any wind turbine on at least one year of anemometer data.
 - Communities shall have in place an ordinance that allows for the installation of community wind projects and anemometer towers.
- Biomass thermal:
 - Eligible biomass projects shall achieve 65% efficiency or greater
 - All projects shall utilize best available control technologies (BACT)
 - All biomass projects shall comply with the regulations set forth by the Maryland Department of the Environment and all other regulatory agencies. Solid fuel boilers are currently regulated by MDE via COMAR 26.11.09.04; Grantees shall review this information when considering biomass projects.
- Transportation Petroleum Reduction
Projects shall be limited to the following:
 - Re-filling stations: E85, Biodiesel, Electric, Natural Gas (both CNG and LNG), Propane and Hydrogen

- Vehicles: electric, natural gas, propane, hybrid (electric and hydraulic), engine downsizing and hydrogen
- Equipment: on-board and off-board idle reduction technology certified by the EPA SmartWay program.

The Grantee has provided a general description of the types of projects that it intends to undertake with the assistance of Grant Funds, as set forth in its Grant Application, which is attached hereto and incorporated herein as Attachment A. Grantee shall develop more detailed Project proposals and submit such proposals to MEA in a timely manner for approval by MEA prior to the start of construction.

(C) Program Funds and Reimbursable Costs

The Maryland Smart Energy Community Grant Program is funded with proceeds from the Maryland Strategic Energy Investment Fund (SEIF). *See* Md. Code, Section 9-20B-05 *et seq.* of the State Government Article. By statute, the use of SEIF is divided into different sub-categories, including investments in cost effective energy efficiency and conservation programs, cost effective low and moderate income energy efficiency and conservation programs, and renewable and clean energy resources.

1. If the Grant Award is divided into different categories of expenditures (energy efficiency, low and moderate income energy efficiency, renewable development, and/or petroleum reduction), the local government is required to account for, maintain records, funds, and invoice MEA for the different categories separately.
2. Direct Project Costs-At least 70% of the Grant Award must be used to reimburse the local jurisdiction for approved expenditures (labor, equipment and material) associated with the construction or installation of energy efficiency and conservation, renewable and clean energy, and/or petroleum reduction Projects that have been approved by MEA in writing.
3. Policy and Project Preparation Costs-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 and Baselines, Project design and development, feasibility studies, energy audits, reasonable administrative costs, and staff time and/or consultant fees. Feasibility studies must be pre-approved in writing by MEA, and must show how each measure can be installed within 5 years of the Baseline year.
4. Up to 30% of the Grant Award, not to exceed Thirty Thousand Dollars (\$30,000.00) may be available to the local jurisdiction for the types of expenditures identified as Policy and Project Preparation Costs, above, starting on the Effective Date of this agreement, defined below. Reimbursement shall only be provided for expenditures pre-approved by MEA in writing, and after receipt of appropriate invoices and reports with sufficient documentation of expenditures, as determined by MEA.

5. The remaining portion of the Grant Award (at least 70%) shall not be available for reimbursement of Direct Project Costs until the local jurisdiction has provided sufficient evidence to MEA that it has formally adopted at least two of the three Policies, and has completed and received approval from MEA of all necessary Baselines and Plans.

6. Grant Award is available to reimburse approved costs only after any and all available incentives offered by Grantee's electric utility provider have been fully utilized. Grant Award is to be used for net costs, after application of electric utility rebates and incentives.

(D) Program Timing and Deadlines

1. Effective Date-the Effective Date of the Grant Agreement is the date that MEA receives a fully executed agreement, as determined by the official MEA date stamp on the first page of this Agreement.

2. This Agreement must be signed by Grantee and received by MEA no later than 5pm on June 10, 2014. If the signed Agreement is not received at MEA by that time, the Grant Award offer is automatically revoked and this Agreement is void.

3. December 31, 2014 is the deadline for the local jurisdiction to adopt at least 2 of the 3 Policies and complete all necessary Baselines and Plans.

4. May 15, 2015 is the deadline for the local jurisdiction to complete all Projects supported with Grant Funds.

5. June 30, 2015 is the deadline for the local jurisdiction to provide to MEA all final invoices requesting Program cost reimbursements and all required reports. Any extension request of this deadline must be submitted in writing and received at MEA no later than June 1, 2015.

6. Extensions of time may be requested in writing prior to the expiration of a deadline, but are not guaranteed. Extensions may be granted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing.

(E) Program Requirements and Restrictions

1. Construction of any Project supported with the Grant Award may not begin until after:

(a) Grantee receives the MSEC Policy Approval Form, **attached hereto as Attachment B**, signed by MEA and indicating approval of Baselines and Plans and formal adoption by Grantee of at least two of the three Policies described in Grantee's Application and this Agreement;

(b) Submission to MEA of a completed MSEC Project Proposal Form, **attached hereto as Attachment C**;

(c) Grantee receives the MSEC Project Approval Form, **attached hereto as Attachment D**, signed by MEA, indicating approval of the proposed Project;

(d) It has been determined that the Project will have no adverse effect on historic properties; and

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

2. Projects proposed for facilities or property owned by the Grantee shall be given priority. Projects proposed for facilities or property not owned by the Grantee may be considered for approval by MEA, but funding for such Projects are not guaranteed.

3. Failure to formally adopt the Policies or complete Projects 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.

4. 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.

5. 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.

6. 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.

7. All Energy Efficiency and Conservation Projects must, as determined by MEA:

(i) Be at least 10% more efficient than local codes or federal standards;

(ii) Be Cost effective; and defined as having a simple payback that is less than the useful life of the Project.

8. Low and Moderate Income Energy Efficiency and Conservation Projects must reduce energy usage and must be cost effective as determined by MEA.

(i) Such Programs must be used in counties or municipalities whose population is at least 50% low and/or moderate income, based on U.S. Census data available at <http://quickfacts.census.gov/qfd/states/24000.html>. For the purposes of this Agreement, low income is defined to be 60% or less of Area Median Income and moderate income is defined to be between 60% and 85% of Area Median Income. Area Median Income limits are available

at http://dhcd.maryland.gov/website/programs/prhp/Documents/2014_MD_Income_Limits.pdf. Grantees must demonstrate to MEA how such Projects will directly benefit low and moderate income residents in their jurisdiction.

(ii) Grant funds for low and moderate income energy efficiency and conservation Projects may not be used for renewable or petroleum reduction Projects, and must be accounted for, maintained, and invoiced separately from all other Grant funds.

9. 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.

10. Grantee must comply with any procurement requirements that may apply to it with regard to Grant Program activities for which reimbursement is sought.

11. Grantee shall cooperate with MEA and MEA's technical contractor to identify the most appropriate Projects for Grant funding.

(i) The primary purpose of a proposed Project must be to reduce energy consumption, generate clean energy, and/or reduce petroleum use as a transportation fuel, as determined by MEA.

(ii) Grantee must 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.

(iii) Grant funds may not be used for Projects the primary purpose of which is maintenance, as determined by MEA.

(iv) Projects involving fuel switching are generally not eligible for Grant funding, although MEA may approve such Projects as it deems appropriate.

12. Grantee agrees to diligently seek and apply for all rebates and other incentives that may be available through Grantee's electric utility. Such rebates and incentives shall be applied to Grant Program costs before use of Grant funds.

13. All **new** construction must be performed in a Priority Funding Area, unless a waiver is approved in writing by MEA. 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
- c. Areas already designated as enterprise zones, neighborhood revitalization areas, heritage areas and existing industrial land.

14. Multiple Projects on contiguous parcels of property shall be considered one Project.
15. A Project may not receive more than one grant award from MEA.
16. Projects must be located within the borders of Maryland.
17. Grant funds are not available for Projects already under development by the Effective Date of this Agreement, as determined by MEA.
18. Prior to the Effective Date of this Agreement, Grant funds are subject to change based on funding availability.

III. Amount of Grant Award

The total amount of the Grant Award is up to sixty-seven thousand, eight hundred forty-three dollars (\$67,843) in aggregate for all funding categories (Energy Efficiency and Conservation, Low and Moderate Income Energy Efficiency and Conservation, renewable energy resources and petroleum reduction). Of this, the amount of Grant funding available for general energy efficiency and conservation is up to thirty-three thousand, nine hundred twenty-one dollars and fifty cents (\$33,921.50). The amount of Grant funding available for energy efficiency and conservation for low and-moderate income residents of Grantee's jurisdiction is up to thirty-three thousand, nine hundred twenty-one dollars and fifty cents (\$33,921.50). The amount of Grant funding available for renewable resources and petroleum reduction, is up to zero (\$0).

IV. Reporting and Reimbursement Requirements

- (A) Grantee shall submit MSEC reports ("Reports") and invoices ("Invoices") to MEA on a monthly basis. Reports and Invoices are due to MEA by the 20th 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, defined above, of this Agreement, and for each month thereafter, even if not accompanied by an Invoice. Reporting shall continue until the Grant funds have been completely expended or the Grantee has notified MEA in writing that no additional funding will be requested under the Grant.

Reports and Invoices may be mailed to MEA at the following address:

**Maryland Energy Administration
Smart Energy Communities Grant Program
60 West Street, Suite 300
Annapolis, MD 21401**

Monthly Reports shall be addressed to the attention of the MEA grant manager listed in this Agreement. Monthly Reports and Invoices may also be sent by email to the MEA grant manager at the email address provided in this Agreement, below.

(B) Reports must be submitted to MEA every month using the MSEC Monthly Report Form, which is **attached as Attachment F**.

(C) Invoices must be submitted to MEA on Grantee letterhead and must contain the following information: MEA Grant number, the Grantee's federal tax identification number, Grantee contact information, and invoice supporting documentation, as described below:

1. To be reimbursed for costs associated with contractor or vendor activities funded by this Agreement, Grantee shall submit to MEA an invoice with supporting documentation to substantiate each Grant expense for which the Grantee is requesting reimbursement. Invoice supporting documentation may include, but is not limited to, third-party vendor and contractor invoices and receipts. For equipment and material purchases, documentation must be attached outlining the specific purchases made using Grant funds including, but not limited to: product name, model number, and serial number. Failure to submit sufficient invoice documentation may result in denial of the reimbursement request until such documentation is received by MEA.
2. In-House Expenses are expenses associated with Project implementation that are directly incurred by Grantee rather than Grantee's contractors or vendors. In-House Expenses may include things such as employee labor, mileage, and benefits. Reimbursable In-House Expenses are subject to approval by MEA in writing. The parties agree that any such written pre-approval shall be signed by both parties and adopted and incorporated into this Agreement.
3. To be reimbursed under the Grant for Grantee staff labor costs, Grantee shall submit with invoices, any corresponding timekeeping records. The invoice and/or timekeeping records shall show both the requested number of hours worked per person during the billing period and the requested reimbursement amount for each individual.
4. To be reimbursed under the Grant for mileage costs, Grantee shall submit all corresponding mileage logs.

(D) Expenditures for the low-to-moderate income energy efficiency allocation must be tracked, reported, and invoiced separately, as specified above.

(E) Invoices submitted to MEA under the MSEC program must be sub-itemized by the following budget categories:

- i. Direct Project Costs- as defined in Paragraph II (C)(2), above.
- ii. Policy and Project Preparation Costs, as defined Paragraph II (C)(3), above.

(F) Project Reporting and Invoicing requirements shall begin during the month of the Effective Date of the Agreement, and

(G) For monitoring and evaluation purposes, the Grantee shall retain for a period of at least three years from the Effective Date of this Agreement, and make available during regular business hours to MEA, or its agents, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, all bills of sale or other satisfactory evidence of the acquisition of any real or personal property, reports, invoices, activity logs, work sites, timelines, estimated and actual energy savings and/or generated, and other similar information related to Grant activities. MEA reserves the right to perform monitoring visits to Grantee facilities and/or Project sites to ensure compliance with the requirements of the Grant Program.

(H) PROJECT REPORTING METRICS: MEA shall approve in writing the appropriate metrics required for Grantee's project(s). Grantee will work with the Grant Manager to customize reporting metrics for their specific project(s), including but not limited to the following:

- Jobs created (hours worked) - Required
- Energy cost savings (\$) - Required
- Annual Energy Savings (kWh, mmBTU, etc) - Required for energy efficiency projects
- Renewable Energy Capacity and Generation (kW) – Required for RE projects
- Annual Transportation-related energy savings – Required for petroleum reduction projects
- Number of buildings retrofitted – Required
- Number and Type of incentives received through a utility-run EmPOWER Maryland program
- Project specific metrics, to be defined by Grant Manager

V. General Conditions

(a) Any expenditure of Grant funds by the Grantee, its officers, directors, officials, employees, agents, contractors, or subcontractors that is not consistent with the purposes of the Grant Award, or that violates any term, condition or restriction of this Agreement, may be disallowed. Should any expenditure be disallowed, MEA may require one or more of the following: repayment by the Grantee of the disallowed amounts to MEA, an offset from any other State grant or assistance to the Grantee, or other appropriate action. The Grantee shall

immediately repay to the MEA any part of the Grant Award that was not used for the purposes of the Grant Award, as defined above.

(b) The 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. 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) He or she 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 of the United States;

(iii) Neither the Grantee, nor any of its officer or directors, nor any employee of the Grantee has engaged in any practice with regard to this Grant that is inconsistent with the Maryland Code, State Government Article, Section 15-508;

(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 corporation, 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 Section 7-403 of the State Finance and Procurement Article of the Maryland Code, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

(vii) Neither the Grantee, nor any of its officers, directors, employees, agents, contractors, or subcontractors, 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.

VI. False Statement or Report

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. 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, Section 9-20B-11 of the State Government Article.

VII. Historic Preservation Review

For each project being funded in whole or in part through this Agreement, a historical 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 must have documentation from MHT or MEA's historical preservation expert indicating that the Project will have no adverse effect on a historical property. This documentation must be submitted in order for MEA to approve the Project, using the Project Review Form, **attached hereto as Attachment E**.

VIII. 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 local government subject to sovereign immunity, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

IX. 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 (hereinafter referred to as "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:

1. Give MEA immediate notice of the incident to the Agreement Representative, or designee, providing as much detail as possible;

2. 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

3. Cooperate with MEA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law, the Grantee, without waiving any local or State government immunities that may apply if Grantee is a local government, shall be liable for (a) 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 (b) 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.

X. 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 and other such insurance as is appropriate for the work to be performed. 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 will 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 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.

(b) 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. 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. Grantee will 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.

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

(a) Grantee shall allow MEA employees or representatives access to the relevant buildings, vehicles, and structures so that MEA may perform monitoring visits to provide technical assistance and to ensure that project requirements are fully satisfied.

(b) The Grantee understands and agrees that MEA may use information about the Project or Policies for reporting and marketing purposes, including but not limited to the project or policy description, building or vehicle type, energy conservation measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the facilities, vehicles or other aspects of the Grant Program. MEA shall provide the Grantee an opportunity to review and consult with MEA to assure that a written case study, photo or video will not disclose confidential personal and/or business information.

XII. Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Agreement.

XIII. Agreement Binding on Successors and Assigns

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

XIV. 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 the expressed prior written consent of MEA.

XV. Party Representatives

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

Devan Willemsen, Energy Program Manager
Maryland Energy Administration
(410) 260-7539
devan.willemsen@maryland.gov

Tom Stevenson, Acting City Administrator
City of Salisbury
410-548-3100
tstevenson@citylivingsalisbury.com

Jennifer Miller, Assistant Director of Internal Services –
Procurement & Parking
City of Salisbury
410-548-3190 X 1103
jennifermiller@citylivingsalisbury.com

Michael Moulds, Director of Public Works
City of Salisbury
410-548-3170
mmoulds@citylivingsalisbury.com

(Or any other person as may be designated in writing provided to
MEA by the Grantee.)

XVI. 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 obligation referring to the subject matter, other than those contained herein or incorporated herein by reference.

XVII. 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: _____
Tom Stevenson, Acting City Administrator

MARYLAND ENERGY ADMINISTRATION

By: _____
Abigail Ross Hopper
Director

Approved for Form and Legal Sufficiency
this _____ day of _____, 20____.

Assistant Attorney General

GR # 2014-15-420S1
GR # 2014-04-320S1

GR # 2014-15-420S1

GR # 2014-04-320S1

ATTACHMENT A
MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
Grantee Application

GR # 2014-15-420S1

GR # 2014-04-320S1

ATTACHMENT B

**MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
MSEC Policy Approval Form**

Name of Municipality: City of Salisbury

MEA has reviewed Grantee's Policies, Baselines, and Plans, has determined that all required materials related to said Policies, Baselines and Plans have been submitted, and approves the following:

Energy efficiency: Establish an electricity consumption baseline and develop a plan with the goal to reduce per-square foot electricity consumption of city/town or county owned buildings 15% within 5 years of the baseline year

- Develop an initial estimate of total local government building electricity consumption in addition to building size (gross square feet).
- Adopt a policy committing the local government to reducing the electricity use baseline by 15% within the 5 year period following the Baseline Year.
- Create an Energy Reduction Plan (ERP) to document both the baseline electricity consumption and a comprehensive program to reduce total electricity use by 15%.

Renewable Energy: Reduce conventional centralized electricity generation serving a local government's buildings by meeting 20% of those buildings' electricity demand with distributed, renewable energy generation by 2022.

- Develop an initial estimate of total local government building electricity consumption.
- Adopt a policy committing the local government to utilize distributed, renewable sources that will displace at least 20% of its electric energy by 2022.
- Develop and initiate a Renewable Energy Action Plan (REAP) to map out how the community will reach its renewable energy goal.

Petroleum Reduction: Establish a Petroleum Consumption Baseline for all local government vehicles, and put in place a comprehensive program designed to reduce the baseline by 20 percent within five (5) years of the baseline year.

- Develop a baseline of fleet efficiency and fuel consumption for all government-owned on-road vehicles on a gallons of gasoline equivalent basis.
- Adopt a policy committing the local government to reducing on-road petroleum consumption of the local government fleet 20% within 5 years.
- Put in place a Transportation Petroleum Consumption Reduction Plan.

Approved by: _____ Date: _____

Devan Willemsen
Program Manager, Maryland Energy Administration

GR # 2014-15-420S1

GR # 2014-04-320S1

ATTACHMENT C

**MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM**

MSEC Project Proposal Form

Due to the MEA Grant Manager no later than November 30, 2014

PLEASE NOTE: Much of the information MEA needs to approve this project (energy savings, total project costs, etc.) will come from a contractor bid. Please plan your procurement accordingly to have this information to MEA by the due date above.

1. Name of Grantee	
City of Salisbury	
2. Policies Passed: Please check the box for all MSEC policy goals adopted by your community.	
<input type="checkbox"/> Energy Efficiency <input type="checkbox"/> Renewable Energy <input type="checkbox"/> Transportation Petroleum Reduction	
3. Goal Attainment: Please describe what additional projects you plan to complete in the coming years to attain the goals that have been adopted and how you plan to pay for those projects (e.g., internal financing, assistance from utility rebates, you'll be applying for MEA and other grants). To help, please reference your actions plans, which should be complete prior to submitting this form.	
4. Grant Amount	
Total Grant Amount: \$	
<u>a. Direct Project Costs: Minimum 70% of total grant amount</u>	\$
<u>b. Policy and Project Preparation Costs:</u> Maximum 30% of total grant amount	\$

5. Project Address**6. Project Type**

- A project focusing solely on energy efficiency (i.e., a lighting upgrade, adding insulation, etc.)
- A project focusing solely on renewable energy/clean transportation (i.e., adding solar panels to your roof)
- A project which combines energy efficiency and renewable energy/clean transportation

7. If you are pursuing a project which combines energy efficiency and renewable energy/clean transportation, please list below the approximate percentage of grant funding you expect to spend in each category. This is necessary for MEA's internal tracking purposes. Percentages should add up to 100% and not exceed the limits outlined the Grant Agreement.

Energy efficiency: _____% of grant funding

Renewable energy/clean transportation: _____% of grant funding

8. Project Narrative: Please provide a summary of your project. The summary should include a detailed description of each energy measure being installed as part of your proposed project. Wherever possible, please include information on the relative energy efficiency of the equipment being proposed (i.e. Seasonal Energy Efficiency Rating (SEER), Annual Fuel Utilization Efficiency (AFUE), efficiency rating, etc).

--

9. Total Project Cost: Please list the total cost of the project. Break out components paid for with MSEC funds and other funds (local government funds, utility rebates, loans, or other funding sources). Communities must pursue all available utility rebates but are otherwise not required to cost-share on projects. It is important for MEA to know whether or not other funds are being leveraged to complete a particular energy project.

--

10. Annual Energy Savings: For energy efficiency and/or transportation-related petroleum reduction projects, please provide an estimate of the amount of energy consumption that will be saved annually (for example, kWh of electricity or gallons of gasoline). For renewable energy projects, please provide an estimate of the amount of renewable energy that will be generated annually. Please work with your contractor to provide energy savings or energy generation estimates.

--

11. Electricity/Fuel Cost Information

Electric utility provider and cost of electricity, \$/kWh	
Building fuel oil cost (\$/gallon)	

Natural gas utility provider and cost of natural gas (\$/MMcf)	
Propane cost (\$/gallon)	
Gasoline cost (\$/gallon)	
Diesel cost (\$/gallon)	
Other fuels not listed above (please specify):	
<p>12. You must pursue all available energy efficiency incentives from your electric utility provider. Please list the incentives available for this project from your electric utility provider. You should direct your contractor to take advantage of all available utility rebates and to provide a list of rebates to MEA.</p>	

GR # 2014-15-420S1
GR # 2014-04-320S1

FOR MEA USE ONLY:

ATTACHMENT D

Maryland Energy Administration
Maryland Smart Energy Communities Program

MEA MSEC Project Approval

The City of Salisbury has been approved to commence with the Maryland Smart Energy Communities project Proposed in Attachment C, as modified, if necessary, in the Scope of Work section, below. The project has been determined to comply with the following requirements of the Maryland Smart Energy Communities program (all requirements must be met before proceeding):

- Reviewed to confirm that the proposed project is eligible to receive MSEC funds
- Reviewed to verify that the project will reduce energy consumption and/or generate clean energy and/or reduce petroleum consumption.
- Reviewed and determined that the proposed project will have “no adverse effect” on any historic property.
- Reviewed to confirm that the Grantee has in place baselines and plans for the two policies they chose to pursue, and has adopted formal, written policies through their legislative or governing body committing the local government to the policies specified in the Policy Guidance Documents

SCOPE OF WORK

EXPECTED USEFUL LIFE (YEARS): _____

PAYBACK (YEARS, attach calculations as appropriate): _____

Approved by:

_____ Date: _____

Devan Willemsen
Grant Manager, Maryland Energy Administration

ATTACHMENT E



PROJECT REVIEW FORM

Request for Comments from the Maryland Historical Trust/
MDSHPO on State and Federal Undertakings

MHT USE ONLY	
Date Received:	Log Number:

Section A: General Project Information Submit hard copy of form and all attachments to: **Beth Cole, MHT, 100 Community Place, Crownsville, MD 21032** Print Form

Project Name County

This is a new submittal OR This is additional information related Project Log Number:

Section B: Primary Contact Information

Contact Name Company/Agency

Mailing Address

City State Zip

Email Phone Number Ext.

Section C: Description of Undertaking

Location - Attach a map, preferably a section of a USGS quad, showing the location and boundaries of the project

Address City/Vicinity

List all federal and state agencies / programs (funding, permits, licenses) involved in this project (e.g. Bond Bill Loan of 2009, Chapter #; Transportation Enhancement Grant; HUD/CDBG; MDE/COE permit; etc.).	Agency Type	Agency/Program/Permit Name	Project/Permit/Tracking Number (if applicable)
	<input type="text"/>		

Proposed Work - Attach project description, scope of work, site plans / drawings

This project includes (check all applicable): New Construction Demolition Remodeling/Rehabilitation

This project involves: State or Federal Rehabilitation Tax Credits

Properties subject to an easement held by MHT, MET, or another entity

Section D: Identification of Historic Properties

This project involves: Properties designated as historic by a local government, listed in the National Register, or included in Maryland Inventory of Historic Properties

Property/District Name

The subject property has has not been the subject of previous archeological, architectural, or historical investigations.

Please describe

- Attachments** Map Project Description/Scope of Work Site Plans/Drawings
- Photographs** - Attach prints or digital photographs showing the project site including images of **all** buildings and structures, preferably keyed to a site plan
 - Conditions** - Attach a brief description of past and present conditions of the project area (wooded, mined, developed, agricultural uses, etc) including construction dates of buildings, if known.

MHT Determination MHT Reviewer: Date:

There are **NO HISTORIC PROPERTIES** in the area of potential effect The project will have **NO ADVERSE EFFECT WITH CONDITIONS**

The project will have **NO EFFECT** on historic properties **MHT REQUESTS ADDITIONAL INFORMATION**

The project will have **NO ADVERSE EFFECT** on historic properties The project will have **ADVERSE EFFECTS** on historic properties

GR # 2014-15-420S1

GR # 2014-04-320S1

Revised 4/22/14

ATTACHMENT F

Maryland Smart Energy Communities Grant Program Monthly Report

Instructions: Please complete and forward the MSEC Monthly Report to MEA by the 20th day of the month following the prior month's reporting period.

(Example: Submit the monthly report to MEA by July 20, 2014 for the June 2014 reporting period.)

1. Local Government Name and Address: City of Salisbury 125 N. Division Street Salisbury, MD 21801	2. Name/ Title/Phone Number of Report Submitter:	
3. Congressional District:	4. Address of Project (if different than the address shown above)	
5. Reporting Period Month: _____ Year: _____ Is this the final MSEC monthly report? <input type="checkbox"/> Yes <input type="checkbox"/> No	6. MEA Grant Number:	
7. Local Government Invoice Number (if invoices are being submitted to MEA for payment):	8. Federal Tax Identification Number:	
9. MSEC Grant Expenditures Please indicate the amount of MSEC grant funds spent during a. the reporting period and b. over the course of the project to date. Please note that if you are receiving funding from the low-to-moderate income SEIF energy efficiency allocation, as specified in Section III of the Grant Agreement, you must track, invoice, and report this funding stream separately.		
a. MSEC Grant Dollars Spent during this <u>Reporting Period</u> (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Policy and Project Preparation Costs (maximum 30% of total Grant amount):	

	Total grant funds requested, this reporting period (this number should match the invoiced amount):	
b. MSEC Grant Dollars <u>Spent to date</u> (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Non-Project Costs (maximum 30% of total Grant amount):	
	Total grant funds requested, spent to date (this number should match the invoiced amount):	
10. Non-MSEC Grant Expenditures		
a. Utility Rebates (\$)	b. Other Project Expenditures (\$) Please include description of incentive and the \$ amount of incentive. If more than one utility incentive is obtained, please list all incentives separately.	
11. Policy Status Update		
a. Provide a brief narrative of the status of the baselines, plans, and policies required under this program.	Energy Efficiency:	
	Renewable Energy:	
	Transportation Petroleum:	
12. Project Status Update		
a. Provide a brief narrative of project milestones and/or accomplishments achieved during the reporting period. Please indicate if any specific energy measure(s) were placed into service during the reporting period.		
b. Were any obstacles encountered during the reporting period? If so, please explain.		

13. Is this your final report? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please complete section 14, below. If no, please leave section 14 blank.</i>	
14. Reporting Metrics: The reporting metrics required for your project are indicated on your approved <i>Attachment C- MSEC Project Approval Form</i> . Please enter N/A for any reporting metric that does not apply to your specific project. Grantees will work with their MEA grant manager to customize this section for their specific project.	
A. Jobs created (Hours worked) <i>Required</i> Please report the total number of hours worked (and paid for using Grant funds) by Grantee staff, contractors, and vendors	
B. Energy Cost Savings (\$ saved per year due to project) <i>Required</i>	
C. Building Energy Savings <i>Required for energy efficiency projects</i>	
i. Reduction in annual electricity consumption (MWh)	
ii. Reduction in annual fuel oil consumption (gal)	
iii. Reduction in annual natural gas consumption (MMcf)	
iv. Reduction in annual propane consumption (gal)	
v. [Insert other measure]	
vi. [Insert other measure]	
D. Renewable Energy Capacity and Generation <i>Required for renewable energy projects</i>	

i. Amount of electricity generated by photovoltaic systems (MWh) annually	
ii. Amount of electricity generated by wind systems (MWh) annually	
iii. Amount of electricity generated by other renewable systems (MWh) annually	
iv. Installed photovoltaic system capacity (MW)	
v. Installed wind capacity (MW)	
vi. Installed capacity of all other renewable systems (MW)	
vii. [Insert other measure]	
E. Transportation-Related Energy Savings <i>Required for transportation petroleum reduction projects</i>	
i. Reduction in annual gasoline consumption (gal)	
ii. Reduction in annual diesel consumption (gal)	
iii. [Insert other measure]	
iv. [Insert other measure]	
F. Building Retrofits (number of buildings) – Required	

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN
4 THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$67,843.00 FROM THE
5 MARYLAND ENERGY ADMINISTRATION FOR IMPLEMENTATION OF ENERGY
6 EFFICIENCY AND CONSERVATION PROJECTS.
7

8 WHEREAS, the Maryland Energy Administration has a Maryland Smart Energy
9 Communities Grant Program with funding through the Strategic Energy Investment Fund; and
10

11 WHEREAS, the purpose of the grant program is to encourage local Maryland
12 governments to adopt formal policies and implement projects to encourage energy efficiency,
13 renewable energy development, and reduce reliance on petroleum as a fuel for transportation;
14 and
15

16 WHEREAS, The City of Salisbury submitted a grant application for funding to
17 implement 1.) A policy to encourage energy efficiency and 2.) A policy to reduce reliance on
18 petroleum fuel for transportation; and
19

20 WHEREAS, the Maryland Energy Administration has issued a grant agreement with the
21 City of Salisbury with a grant of \$67,843 for implementing energy efficiency projects; and
22

23 WHEREAS, the City of Salisbury will adopt a policy to reduce electricity consumption
24 by 15% within 5 years of a baseline year use;
25

26 WHEREAS, the City of Salisbury will adopt a policy to reduce the use of petroleum as a
27 transportation fuel by 20% within 5 years of a baseline year; and
28

29 WHEREAS, the City of Salisbury will identify and implement an energy efficiency
30 project and
31

32 WHEREAS, by adoption of these policies and implementation of projects, the City of
33 Salisbury will become designated as a Maryland Smart Energy Community and will be eligible
34 to receive additional grant funding to implement these policies.
35

36 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
37 Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated
38 _____, 2014 accepting the program terms and schedule, for the betterment of the City and
39 its residents, and accepts the grant of \$67,843 from the Maryland Smart Energy Communities
40 Grant Program for energy efficiency projects.
41

42 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
43 of the Council of the City of Salisbury held on this ____ day of _____, 2014 and is to
44 become effective immediately upon adoption.
45
46

47 ATTEST:

48

49

50

51 _____
Kimberly R. Nichols

52 CITY CLERK

53

Jacob R. Day
PRESIDENT, City Council

54 APPROVED by me this _____ day of _____, 2014

55

56

57

58 _____
James Ireton, Jr.

59 MAYOR, City of Salisbury

City of Salisbury



JAMES IRETON JR.
MAYOR
TOM STEVENSON
CITY ADMINISTRATOR



Maryland
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

May 28, 2014

TO: Tom Stevenson
FROM: Major David Meienschein
SUBJECT: Resolution – WINTF Funds

Attached, please find a Resolution to accept \$15,000.00 in funds from the Wicomico County Narcotics Task Force (WINTF). The funds will be used for the purchase of equipment, a new Salisbury Police K-9 and/or cover the cost for officer training.

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



David Meienschein
Administrative Commander

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING
4 FUNDS FROM THE WICOMICO COUNTY NARCOTICS TASK FORCE TO PURCHASE
5 EQUIPMENT AND/OR FUND TRAINING FOR OFFICERS AND THE TRAINING AND
6 PURCHASE OF A NEW SALISBURY POLICE K-9 THEREBY ENHANCING LAW
7 ENFORCEMENT EFFORTS TO PROVIDE A SAFER ENVIRONMENT FOR THE
8 CITIZENS OF SALISBURY AND WICOMICO COUNTY.

9
10 WHEREAS, these funds have been provided by the Wicomico County Narcotics Task
11 Force to fund the purchase of equipment and a new Salisbury Police K-9; and

12
13 WHEREAS, these funds may also be used to cover the cost of training for Salisbury
14 Police Officers; and

15
16 WHEREAS, the training of officers and the purchase of equipment and a new K-9 can
17 significantly improve the effectiveness of enforcement efforts and provide a safer environment
18 for the citizens of Salisbury and Wicomico County.

19
20 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
21 OF SALISBURY, MARYLAND that funds of \$15,000.00 be accepted from the Wicomico
22 County Narcotics Task Force and used to purchase equipment and/or training for the Salisbury
23 Police Department.

24
25 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
26 City of Salisbury, Maryland held on _____, 2014, and is to become
27 effective immediately upon adoption.

28
29
30 ATTEST:

31
32
33 _____
34 Kimberly R. Nichols, City Clerk

35 _____
36 Jacob R. Day
37 Salisbury City Council

38 APPROVED BY ME THIS:

39 _____ Day of _____, 2014

40
41
42 _____
43 James Ireton, Jr., Mayor
44