

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

**APRIL 6, 2015
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Accepting Environmental Site Design Grant for BMPs at City Yard – Mike Moulds
- 4:50 p.m. Pinehurst Avenue No Parking Zone (Permit Only) – Mike Moulds
- 5:10 p.m. Easements for Delmarva Power transformers – Mike Moulds
- 5:30 p.m. Election 2015 – Redistricting (Court Update) – Mark Tilghman
- 5:45 p.m. City Service Center Expansion – 800-E South Salisbury Blvd. – Chief Barbara Duncan
- 6:15 p.m. Council discussion
- 6:20 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



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

MARYLAND

125 NORTH DIVISION ST., RM 202
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 of Public Works
Date: December 29, 2014
Re: City Yard Comprehensive Environmental Site Design (ESD)

In 2014, Salisbury Public Works (SPW) applied for a grant from the Chesapeake Bay Trust and Maryland State Agency 2014-2015 Water Shed Assistance Grant Program. The Maryland Department of the Environment (MDE) selected the proposal for a grant in the amount of \$68,750.00 from the Chesapeake Bay Regulatory and Accountability Program. The grant covers design of a campus wide Environmental Site Design for the City Yard. MDE prepared the attached Grant Agreement.

The total estimated cost of design services for this Project is \$68,750.00. SPW staff time will be used to manage the design contract and design review. The result will be a comprehensive design to retrofit the outdated storm water system serving the City Yard consistent with the recommendations of the Wicomico River Watershed Action Plan.

Please find attached a Resolution to authorize the Mayor to sign the Grant Agreement with MDE and to accept the Chesapeake Bay Regulatory and Accountability Program grant in the amount of \$68,750.00. SPW recommends approval of the grant agreement in support of meeting the objectives of the Wicomico River Watershed Action Plan.

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

Richard Baldwin
Supervisory Civil Engineer

Michael S. Moulds, P.E.
Director of Public Works

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 \$68,785.00 FROM MARYLAND
5 DEPARTMENT OF THE ENVIRONMENT FOR SALISBURY CITY YARD
6 COMPREHENSIVE ENVIRONMENTAL SITE DESIGN
7

8 WHEREAS, the Maryland Department of the Environment has a Chesapeake Bay
9 Regulatory and Accountability Program; and
10

11 WHEREAS, the Maryland Department of the Environment provides grant funds to the
12 City of Salisbury to support Watershed Implementation Plan (WIP) objectives; and
13

14 WHEREAS, design of a Comprehensive Environmental Site Design (ESD) to retrofit the
15 outdated storm water system serving the Salisbury City Yard includes 100% of the design of a
16 set of campus-wide Best Management Practices (BMP's) covering six (6) sub-drainage areas,
17 preparation of bid documents, construction cost estimate, and all permitting necessary to
18 construction; and

19 WHEREAS, the entire estimated project cost for design is approximately \$68,785.00; and
20

21 WHEREAS, the City of Salisbury will coordinate the design review and management of
22 the design contract; and
23

24 WHEREAS, the Project will address the reduction of impervious surface and treatment of
25 nutrient, sediment and pathogen deposition from site operations.
26

27 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
28 Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated
29 _____, 2015 accepting the project term, for the betterment of the City and its residents, and
30 accept the grant of \$68,785.00 from the Maryland Department of the Environment for a
31 comprehensive Environmental Site Design (ESD) to retrofit the City Yard stormwater
32 management system.
33

34 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
35 the Council of the City of Salisbury held on this ____ day of _____, 2015 and is to
36 become effective immediately upon adoption.
37

38 ATTEST:
39
40

41 _____
42 Kimberly R. Nichols
43 CITY CLERK
44

41 _____
42 Jacob R. Day
43 PRESIDENT, City Council
44

45 APPROVED by me this _____ day of _____, 2015

46

47

48

49

James Ireton, Jr.

50 MAYOR, City of Salisbury

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND DEPARTMENT OF ENVIRONMENT
AND
CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND**
Fed ID # 1-52-6000806 / DUNS # [030321699248045030](#)



RE: **Salisbury City Yard Comprehensive Environmental Site Design**

PARTIES: This Memorandum of Understanding, (“MOU”) is made this 1st day of January, 2015, by and between the Department of the Environment of the State of Maryland (the "Department"), and the City of Salisbury in Wicomico County, Maryland (hereinafter "Grantee").

WHEREAS: In 2009, Executive Order (“EO”) 13508 was issued “to protect and restore the health, heritage, natural resources, and social and economic value of the nation’s largest estuarine ecosystem and natural sustainability of its watershed.” EO 13508 provided that the Environmental Protection Agency (“EPA”) Chesapeake Bay Program Office (“CBPO”) received additional funding in federal fiscal year 2010, under a grant called Chesapeake Bay Regulatory and Accountability Program (“CBRAP”), under Section 117 of the Clean Water Act (“CWA”), listed in the “Catalog of Domestic Federal Assistance” as Number 66.466; and

WHEREAS: Pursuant to § 1-404 of the Environment Article of the Annotated Code of Maryland, the Department may apply for, receive, and spend grants-in-aid by the federal government or any of its agencies or any other federal funds made available to the Department for use in carrying out the powers and duties of the Secretary of the Environment or the Department; and

WHEREAS: In September 2010, the Department, on behalf of the State of Maryland, was awarded the CBRAP grant for the State in the amount of \$2.75M (“State grant funds”), in order to develop new regulations, implement Total Maximum Daily Load (TMDL) watershed implementation plans (WIP), reissue and enforce permits, and provide technical and compliance assistance to local governments; and

WHEREAS: In December 2014, the Department, on behalf of the State of Maryland, was awarded additional CBRAP federal grant funding in federal fiscal year 2014 in the amount of \$3.6M (“State Year 5 grant funds”) in an amendment to the initial grant in order to support further work consistent with the grant purposes, including a portion of the funds in the amount of \$615,000 to support local, county level WIP actions; and

WHEREAS: The Department, in administering this grant, has chosen to enter into this MOU with the Grantee to further the purposes of the CBRAP grant, and the funds are intended to aid the State to implement and expand regulatory, accountability and enforcement capabilities to reduce nitrogen, phosphorus and sediment loads delivered to the Bay to meet the water quality requirements of the Chesapeake Bay TMDL established on December 31, 2010; and

WHEREAS: The purpose of this MOU is to make available, and to specify the terms and conditions for the payment of moneys from the State Year 5 grant funds to the Grantee for design and planning work related to the Salisbury City Yard Comprehensive Environmental Site Design consistent with CBRAP grant requirements.

NOW

THEREFORE: In consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS:

I. DURATION AND EFFECTIVE DATE:

Subject to paragraph XV hereof, this MOU shall take effect as of January 1, 2015 and shall expire upon completion of the Work Plan contained in Section III of this MOU or on December 31, 2015, whichever comes first.

II. SOURCE AND LEVEL OF FUNDING

The Department agrees to provide funding in an amount not to exceed ~~Fifty-seven Thousand Ten Dollars (\$57,010)~~ ~~Seventy Thousand Dollars (\$70,000)~~ Sixty-Eight Thousand Seven Hundred Eighty-five Dollars (\$68,785.00) to the Grantee for design and planning work related to the Salisbury City Yard Comprehensive Environmental Site Design as more specifically described in the Work Plan set forth in Exhibit A (the “Work Plan”).

Such funds shall be used solely and exclusively for the project(s) performed and materials required in accordance with this MOU. Such funds shall be expended

substantially in accordance with the budget as shown in Exhibit A.

III. SCOPE OF WORK

The Grantee shall perform its responsibilities as set forth in this MOU and shall perform and/or ensure the performance of the activities outlined in the Work Plan, which is attached hereto and expressly incorporated into and made a part of this MOU.

IV. METHOD OF PAYMENT

Costs will be paid for the project under this MOU on a fixed price basis as follows:

- a) The maximum amount of payment to the Grantee under this MOU will be up to ~~Fifty seven Thousand Ten Dollars (\$57,010)~~ Sixty-Eight Thousand Seven Hundred Eighty-five Dollars (\$68,785.00) ~~Seventy Thousand Dollars (\$70,000)~~, according to the Work Plan, which shall be construed to comprise the entire project budget under this MOU.
- b) The funding provided under this MOU will be on a fixed price basis, with 4 equal payments for work completed, to be made quarterly.
- c) The final payment will be contingent upon receipt and approval by the Department of all deliverables due at the time the payment is to be made. The final payment will be withheld until the Department's project officer determines that the project has been completed, and that all deliverables under this MOU are received and approved.

The Grantee's Federal Tax Identification Number, which is # 1-52-6000806, and MDE's purchase order number must appear on all invoices submitted for payment. All invoices are to be mailed to:

Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230
Attention: Accounts Payable

V. PRODUCTS AND SCHEDULE

(a) The Grantee and any subcontractors will work to complete the following project and to provide as deliverables those sub-items listed in the Work Plan, which include, but are not limited to, the following list with a completion date of December 31, 2015, unless otherwise stated:

- (1) The Grantee will develop or obtain services to develop a comprehensive environmental site design (ESD) to retrofit the outdated storm water system serving the Salisbury City Yard, a municipally owned and operated industrial site in Wicomico County. The final objective of the design process are plans,

specifications and estimates necessary to obtaining funding to proceed with construction.

(2) Products and deliverables for the project submitted by the Grantee will be reviewed for approval by the Department prior to submission to EPA to determine that they are sufficient to meet both the terms of this MOU and Departmental reporting needs for EPA.

(3) The Grantee will comply with the following schedule, which is subject to modification as work progresses and as interim products are reviewed and discussed by the Grantee and the Department, but no deadline shall be extended past December 31, 2015:

ACTION & SUBMITTAL	DELIVERY DATE
Commence Formal Project Work	January 1, 2015
Advertise RFP for Design	January 23, 2015
Open Bids	March 6, 2015
Tentative Design Contract Award	March 13, 2015
Start Design (Kick-off Meeting)	March 20, 2015
30% Design Submittal	May 4, 2015
Semi-annual Report sent to MDE	July 15, 2015,
60% Design Submittal	June 18, 2015
90% Design Submittal	July 18, 2015
100% Design Submittal	August 17, 2015
Construction Documents Submittal	August 17, 2015
Final Report and documentation to MDE	December 31, 2015

VI. ASSURANCES

Performance

The Grantee shall perform its responsibilities under this MOU in such a way that will enable the Department to perform its responsibilities.

Non-Discrimination in Employment

The Grantee agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Dispute Resolution

In the event of a dispute under this MOU, the parties agree to each appoint an authorized

representative to resolve the dispute.

Compliance with Laws

Grantee and the Department shall comply with all applicable federal laws and regulations related to the receipt of funds under the Clean Water Act(CWA), Section 117 Chesapeake Bay.

Federal Requirements

Grantee acknowledges that funding is being provided under this MOU with federal grant funds. Grantee agrees to comply with all applicable federal administrative and program grant conditions set forth and attached hereto as “Exhibit B,” which is expressly incorporated into and made part of this MOU. Grantee will use appropriate Disadvantaged Business Enterprise (DBE) Program Forms identified as Attachments C-11, C-12, and C-13.

In particular, and without limiting the generality of the foregoing,

- (a) Grantee shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Grantee shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Grantee to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- (b) Grantee shall provide EPA Form 6100-2--DBE Program Subcontractors Participation Form (Attachment C-11) to all of its DBE subcontractors.
- (c) Grantee shall require its DBE subcontractors to complete EPA Form 6100-3--DBE Program Subcontractor Performance Form (Attachment C-12). Grantee shall then include all completed forms as part of its bid or proposal package.
- (d) Grantee shall complete and submit EPA Form 6100-4--DBE Program Subcontractor Utilization Form (Attachment C-13) as part of Grantee's bid or proposal package.
- (e) Grantee shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycling materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR 247.
- (f) Grantee agrees that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” shall include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR 1532. Grantee shall include a provision similar to this paragraph (f) in any subsequent lower tier covered transaction.
- (g) If the award under this MOU exceeds \$100,000, Grantee agrees to submit

certification and disclosure forms to the Department, as requested by the Department, to comply with Title 40 CFR Part 34, New Restrictions on Lobbying.

- (h) Grantee agrees that no grant funds awarded under this MOU may be used to engage in lobbying of the Federal government or in litigation against the United States unless authorized under existing law.
- (i) Funds for the project under this MOU (including funds contributed as a cost share) may not be used to pay for the travel of federal employees, or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance as allowed under the provisions of the Intergovernmental Cooperation Act.
- (j) EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by Grantee or any subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually.
- (k) Grantee shall ensure the continued proper operation and maintenance of all management practices that are implemented for projects funded under this grant, and such practices shall be operated and maintained in accordance with commonly accepted standards. Grantee shall insert a provision similar to this paragraph (k) in any lower tiered sub-agreement awarded by Grantee.
- (l) Grantee agrees to comply with OMB Circular A-133 which implements the Single Audit Act, and agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more of federal funds in any fiscal year.
- (m) Grantee agrees to comply with the provisions of the annual US EPA Chesapeake Bay Program Grant and Cooperative Agreement Guidance of 2014 and its revisions.
- (n) Grantee agrees to comply with Federal Funded Accounting and Transparency Act (FFATA), the Grantee confirms that it is registered with Central Contract Registration (CCR) and provides the following information:

The Data Universal Numbering System (DUNS) number:
[030321699](#)

VII. REPRESENTATIVES

The following individuals shall have authority to act under this MOU for their respective parties:

For Grantee:	Mr. Richard Baldwin City of Salisbury, MD 125 N. Division St. Salisbury MD 21801-4940 E-mail: rbaldwin@ci.salisbury.md.us Telephone: (410) 548-3170
--------------	---

For the Department: Mr. Paul Emmart
Science Services Administration,
Maryland Department of the Environment,
1800 Washington Blvd.,
Baltimore, MD 21230-1718
Email: pemmart@mde.state.md.us
Telephone: 410-537-3689

These representatives shall have authority to render any decision or take any action under this MOU. Service of any notice required by the MOU shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative at the address indicated above.

VIII. ON-SITE INSPECTIONS

The Department shall have the right to conduct on-site visits throughout the project period.

IX. GRANTEE STATUS AND SUBCONTRACTING

The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under this MOU. The Grantee is not an agent of the Department, and cannot commit the Department to any expenditure of funds, nor enter into any contractual obligation on behalf of the Department.

The Grantee may subcontract any portion of the grant with notice thereof to the Department. Any subcontractor(s) shall, and the Grantee shall require that any subcontractor(s) shall, provide to the Department upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the Department to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the MOU shall not be construed to relieve the Grantee of any responsibility for fulfilling all the requirements of this MOU.

Any and all subcontractors retained by the Grantee in the course of performance of this MOU shall indemnify and save harmless and defend the State of Maryland, the Department, the Grantee, and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this MOU, either by the Grantee or the Department, or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Department or the Grantee.

X. AMENDMENTS

This MOU may only be amended in writing by mutual consent of both parties.

XI. WARRANTY

The Grantee agrees to perform all work under this MOU continuously and diligently, and to meet all milestones and provide all deliverables referenced above. The Grantee shall be responsible for the supervision, inspection, technical accuracy, and coordination of all data and work pursuant to this MOU, and shall produce in a timely manner to the Department's satisfaction a product meeting professional standards of quality and methodology. The Grantee shall not be responsible for any delay in performance caused by events beyond its control including labor strikes, fires, or natural disasters.

XII. RETENTION OF RECORDS - AUDIT

The Department shall have the right, at any time during usual business hours, to examine and audit records of the Grantee, which the Department deems necessary or advisable in order to verify invoices submitted pursuant to this MOU. This audit may be conducted in person or through a request that the records be forwarded to the Department for verification. The Grantee and its subcontractor(s) shall retain and maintain all records and documents relating to the services performed under this MOU for a minimum period of five years after the Department conducts close out of the grant. The Department will notify the Grantee when the five-year period has expired.

XIII. LIABILITY FOR THIRD PARTY CLAIMS

(a) The Department has no obligation for the payment of any judgments or the settlement of any claims made against the Grantee, its employees, agents, or subcontractors, if any, as a result of or relating to the Grantee's work and other obligations under this MOU.

(b) The Department has no obligation to provide legal counsel or legal defense to the Grantee, its employees, agents, or subcontractors, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to this MOU as a result of or relating to the Grantee's work and other obligations under this MOU.

(c) The Grantee shall immediately give notice to the Department of any claim or suit made or filed against the Grantee, its employees, agents, or subcontractors, if any, regarding any matter resulting from or relating to the Grantee's work and other obligations under this MOU.

(d) The Grantee shall cooperate, assist, and consult with the Department in the defense or investigation of any claim, suit, or action made or filed against the Department as a result of or relating to the Grantee's work or other obligations under this MOU.

XIV. TERMINATION

(a) This MOU may be terminated at any time by mutual agreement or by either party giving ninety (90) days notice in writing to the other party. Termination of this MOU by the Grantee prior to the completion of the project shall result in the immediate remittance

of funds to the Department for the uncompleted portion of the project.

(b) Notwithstanding the provisions of paragraph XIV(a) of this MOU, the Department reserves the right to terminate this MOU at any time if funding is unavailable. Grantee shall be reimbursed for any and all costs incurred up to and including the date of termination of this MOU.

XV. ENFORCEABILITY

It is understood and agreed by the parties that this MOU and any modification thereof shall not become effective or enforceable against the Department until the date it is executed by the Department.

XVI. COMPLIANCE WITH LAWS

The Grantee shall observe and comply with all federal, State, and local laws and ordinances that affect the work to be performed under this MOU, the persons employed or engaged in connection therewith, or any material or equipment used. The Grantee shall procure and bear the expense of all necessary licenses, permits, and insurance.

XVII. SEVERABILITY

It is understood and agreed by the parties hereto that, if any of these provisions shall contravene, or be invalid under the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the MOU, but the MOU shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

XVIII. ENFORCEMENT

The failure of the Department to enforce at any time the provisions of this MOU, or to exercise any option which is herein provided, or to require at any time performance by the Grantee of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this MOU or any part thereof, or the right of Department to enforce each and every such provision.

XIX. MERGER

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

XX. MARYLAND LAW

Maryland Law governs this MOU.

XXI. NO THIRD PARTY BENEFICIARIES

Nothing in this MOU shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

IN WITNESS WHEREOF, the parties have executed this MOU by causing the same to be signed as of the day and year first set forth above.

**STATE OF MARYLAND
Department of the Environment**

Witness
By _____
Donna A. Dancy, Director Operational Services
Administration (or designee) Date

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

Assistant Attorney General

CITY OF SALISBURY, MARYLAND

Witness
By _____
Mayor James P. Ireton Date

Approved for Legal Form and Sufficiency *
This _____ day of _____, 20__.

Office of the City Attorney

*Approval of legal form and sufficiency does not convey approval or disapproval of the substantive nature of the transaction. Approval is based on typeset document - all modifications require re-approval.

LIST OF EXHIBITS

EXHIBIT A - Work Plan and Project Budget

EXHIBIT B - Administrative and Programmatic Conditions (Grant Conditions)

EXHIBIT C - DBE Program Forms identified as Attachments C-11, C-12, and C-13

**EXHIBIT A
WORK PLAN**

Name of Organization: City of Salisbury, Department of Public Works
Grant Title: FFY2014 Chesapeake Bay Regulatory and Accountability Program (CBRAP) Support for Local Watershed Implementation Plan (WIP) and Two-Year Milestone Commitments

Point of Contact: Mr. Richard Baldwin
 City of Salisbury, MD
 125 N. Division St.
 Salisbury MD 21801-4940
 Email: rbaldwin@ci.salisbury.md.us
 Telephone: (410) 548-3170

Funding period: January 1, 2015 – December 31, 2015

Work Plan Project Description:

Project	Project Title: City Yard Comprehensive Environmental Site Design	Budget for this Objective:	Award: \$57,010 <u>\$68,785</u>
Narrative Summary of Outputs for this Objective:	<p>Design a Comprehensive Environmental Site Design (ESD) to retrofit the outdated storm water system serving the Salisbury City Yard, a municipally owned and operated industrial site. The major tasks to be accomplished are:</p> <ul style="list-style-type: none"> • 100% design for campus wide Best Management Practices (BMP's) covering six (6) sub-drainage areas, that address reduction of impervious surface and treatment of nutrient, sediment and pathogen deposition from site operations, and roof run-off, and mitigate storage of materials (top soil, stone, millings) by implementing sediment control between material storage and the Wicomico River. • Preparation of bid documents, • Construction cost estimate, and • All permitting necessary to construction <p>The final objective of the design process are plans, specifications and estimates necessary to obtaining funding to proceed with construction.</p>		
Description of Objective:	<p>1) The ultimate goal of this project is to obtain funding for and construct Stormwater Best Management Practices to address</p>		

	<p>nutrient, sediment and pathogen run-off from the Salisbury City Yard.</p> <ol style="list-style-type: none"> 2) During the current grant cycle, the plans, specifications, bid documents and cost estimates for a comprehensive Environmental Site Design for the Salisbury City Yard will be prepared. 3) This is the first year of this project. 																				
<p>Tasks to be Accomplished Under this Project:</p>	<table border="0"> <tr> <td>Finalize MOU/Grant Agreement</td> <td>January 1, 2015</td> </tr> <tr> <td>Advertise RFP for Design</td> <td>January 23, 2015</td> </tr> <tr> <td>Open Bids</td> <td>March 6, 2015</td> </tr> <tr> <td>Tentative Design Contract Award</td> <td>March 13, 2015</td> </tr> <tr> <td>Start Design (Kick-off Meeting)</td> <td>March 20, 2015</td> </tr> <tr> <td>30% Design Submittal</td> <td>May 4, 2015</td> </tr> <tr> <td>60% Design Submittal</td> <td>June 18, 2015</td> </tr> <tr> <td>90% Design Submittal</td> <td>July 18, 2015</td> </tr> <tr> <td>100% Design Submittal</td> <td>August 17, 2015</td> </tr> <tr> <td>Construction Documents Submittal</td> <td>August 17, 2015</td> </tr> </table> <p><u>Administrative</u> Semi-annual Reports to be submitted to MDE’s SSA Grant Manager (due July 15, 2015 and December 31, 2015) and copies to be made available to EPA Chesapeake Bay Program Office (CBPO) upon request.</p>	Finalize MOU/Grant Agreement	January 1, 2015	Advertise RFP for Design	January 23, 2015	Open Bids	March 6, 2015	Tentative Design Contract Award	March 13, 2015	Start Design (Kick-off Meeting)	March 20, 2015	30% Design Submittal	May 4, 2015	60% Design Submittal	June 18, 2015	90% Design Submittal	July 18, 2015	100% Design Submittal	August 17, 2015	Construction Documents Submittal	August 17, 2015
Finalize MOU/Grant Agreement	January 1, 2015																				
Advertise RFP for Design	January 23, 2015																				
Open Bids	March 6, 2015																				
Tentative Design Contract Award	March 13, 2015																				
Start Design (Kick-off Meeting)	March 20, 2015																				
30% Design Submittal	May 4, 2015																				
60% Design Submittal	June 18, 2015																				
90% Design Submittal	July 18, 2015																				
100% Design Submittal	August 17, 2015																				
Construction Documents Submittal	August 17, 2015																				
<p>Link to Jurisdiction’s WIP and Two-Year Milestones Commitment(s)</p>	<p>http://www.mde.state.md.us/programs/Water/TMDL/TMDLImplementation/Documents/FINAL_PhaseII_Report_Docs/Final_County_WIP_Narratives/Wicomico_WIPII_2012.pdf</p> <p><i>Amended August 29, 2014</i></p>																				
<p>Progress Reporting</p>	<p>This section will be left blank in the work plan but will be completed for the progress reports:</p> <p style="text-align: center;">First Semi-annual Report Information Second Semi-annual Report Information</p>																				

Detailed Budget FFY 2014

Project Name: Salisbury City Yard Comprehensive Environmental Site Design

Agency Organization: Salisbury City

Project Term: January 1, 2015 – December 31, 2015

Category		Federal Grant	Non-Federal Match	Total
Salary ⁽¹⁾				
Fringe ⁽²⁾				
Indirect ⁽³⁾				
Other ⁽⁴⁾		\$57,010		
Match ⁽⁵⁾		\$68,785		
TOTAL				

Budget Footnotes:

(1) Position Title:

Salary Fringe Indirect Total

(2) Fringe rate is __%

(3) Indirect rate is __%

(4) Other – Contractual Services

(5)

Administrative Conditions**1. Payment**

In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

2. Indirect Costs

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." The recipient must send its proposal to its cognizant Federal agency within six (6) months after the close of the governmental unit's fiscal year.

If EPA is the cognizant Federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th Floor
Bid and Proposal Room Number 61107
Washington, DC 20004

Recipients are entitled to reimbursement of indirect costs, if they have a current rate agreement, or have submitted an indirect cost rate proposal to their cognizant Federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.

3. Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Procurement - Recycling

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery

Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

5. Suspension & Debarment

The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

6. Lobbying

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

7. Lobbying & Litigation

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

8. Recycling

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

9. Single Audit

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods ending in 2002 to 2007 recipients are to submit in hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods ending in 2008 and beyond the recipient **MUST** submit the SF-SAC and Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the 2008 and beyond single audit submissions, you will need to visit the Federal Audit Clearinghouse website: <http://harvester.census.gov/fac/>

10. Drug-Free Workplace Certification

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

11. Subawards

The recipient agrees to:

- a. Establish all subaward agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- c. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- d. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- e. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- f. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- g. Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- h. Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in with 40 CFR Parts 30.25 and 31.30, as applicable.

Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipients' EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/oqd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with

Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

12. Management Fees

The recipient agrees that management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

13. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

14. Trafficking Victim Protection Act

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

15. Federal Financial Report

Pursuant to 40 CFR 31.41(b) and 31.50(b), the recipient agrees to submit to EPA a Federal Financial Report (FFR) (SF-425) as follows:

a. **Annual interim** FFRs are required when the budget period is longer than one year and are due no later

than 90 days following the end of the quarter of the anniversary of the budget period start date. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

b. Final FFRs are due no later than 90 days after the end of the grant budget period.

The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to U.S. EPA - Las Vegas Finance Center (LVFC), P.O. Box 98515, Las Vegas, NV 89193-8515 or faxed to 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final FFR. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43, if the recipient does not comply with this term and condition.

16. Disadvantaged Business Enterprise

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Maryland Department of the Environment has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE%: CONSTRUCTION 11.0; EQUIPMENT 11.0; SERVICES 12.0; SUPPLIES 11.0
WBE%: CONSTRUCTION 11.0; EQUIPMENT 11.0; SERVICES 10.0; SUPPLIES 11.0

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, equipment, services and supplies.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Kinshasa Brown-Perry, Acting Small Business Program Manager (3PM00), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the

recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

17. Federal Employee Costs

The recipient understands that the funds for this project (including funds contributed by the recipient as their cost share) may not be used to pay for the travel of Federal employees, or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance to the recipient as allowed under the provisions of the Intergovernmental Cooperation Act.

18. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

19. Funding Prohibition

Congress has prohibited EPA from using its FY 2012 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

20. Equipment Disposition

In accordance with 40 CFR 31.32(c), the recipient may continue to use any equipment purchased under the assistance agreement on this project or on other Federally funded projects whether or not supported by Federal funds.

21. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. –.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

22. Civil Rights Obligations

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://rwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25in04-79.pd
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

Programmatic Conditions

1. Quality Assurance Management Plan

In accordance with 40 CFR 31.45, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

2. Quality Assurance Project Plan

In accordance with 40 CFR 31.45, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance/quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. The QAPP must be submitted to the EPA Project Officer at least 30 days prior to the initiation of data collection or data compilation.

Prior to environmental data collection or data compilation, the QAPP must be approved by the EPA Project Officer. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP.

Recipient agrees to provide a QAPP for objectives 3, 6, and 8 to the EPA Project Officer no later than September 30, 2010. In addition, recipient agrees to submit an updated QAPP for objective 11 to the EPA Project Officer by April 30, 2010. Failure to submit these QAPPs by the due dates will constitute noncompliance with this grant agreement and enforcement actions may be initiated.

3. Pre-Award Costs

Pre-Award Costs have been approved in accordance with the recipient's application dated June 14, 2010.

4. Performance Reports - Part 31

In accordance with 40 C.F.R. § 31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas; 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period (Where the output of the project can be quantified, a computation of the cost per unit of the output); 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

5. Performance Reports - Submission Frequency

The recipient agrees to submit semi-annual performance reports to the EPA Project Officer. The reports are due 30 days after the reporting period. Final performance reports are due 90 days after the end of the budget period.

6. Program Guidance

The recipient agrees to comply with the provisions of the annual U.S. EPA Chesapeake Bay Program Grant and Cooperative Agreement Guidance of 2010 and its revisions.

7. Program Income - Further Project Objectives

The recipient agrees to use any program income generated during the project period to further eligible project or program objectives. The recipient shall have no obligation to EPA regarding program income earned after the end of the project period.

Attachment C-11



Environmental Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature _____		Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

Attachment C-12



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
Signature of Prime Contractor _____		Date _____
Print Name _____		Title _____
Signature of Subcontractor _____		Date _____
Print Name _____		Title _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

Attachment C-13



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
<p>I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p>			
<p>_____ Signature Of Prime Contractor</p>		<p>_____ Date</p>	
<p>_____ Print Name</p>		<p>_____ Title</p>	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

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

MARYLAND

To: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, Director of Public Works 
Date: February 13, 2015
Re: Pinehurst Avenue – no parking

Per the discussion at the November 17, 2014 work session, the Traffic and Safety Advisory Committee has obtained public input regarding their recommendation to eliminate parking on Pinehurst Avenue between Camden Avenue and Lorecrop Avenue.

On behalf of the Committee, Public Works sent letters to property owners and residents along Pinehurst Avenue, North Clairmont, Powell Avenue, Camden Avenue, Hanover Street and Lorecrop Drive. The letters invited the public to attend the December 10th meeting of the Committee or submit comments via email or phone call. Four (4) residents submitted comments before the meeting, and five (5) residents attended the meeting to voice their opinions. The meeting minutes of the December 10th Traffic and Safety Committee meeting are attached.

At their meeting on February 11, 2015, the Committee discussed the recommendation to determine if the recommendation is consistent with parking in the surrounding area. Public Works provided information on the parking restrictions on adjacent streets. As a result of the discussion, the Committee revised their recommendation as follows:

1. Eliminate parking on Pinehurst Avenue between Smith Street and Lorecrop Drive.
2. Establish No Parking on Pinehurst Avenue between Camden Avenue and Smith Street on weekdays from 8:30 am to 7:30 pm except by permit.
3. Paint yellow curb for a safe turning radius at Camden Avenue and at the driveways along Pinehurst Avenue between Camden Avenue and Smith Street.

Attached for Council consideration is an Ordinance that reflects the Committee's revised recommendation. Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

City of Salisbury



MARYLAND



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

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Traffic and Safety Advisory Committee Meeting Minutes

The regular meeting of the Traffic and Safety Advisory Committee was held on Wednesday, May 14, 2014 at 5:30 pm at Fire Department No. 16 on Cypress Street in Salisbury. Those in attendance were:

Members:

Tom Welsh	Committee Chairman (Term Expires 7/15)
Tom Ayd	Committee Vice-Chairman (Term Expires 7/14)
Mary Buffington	Committee Member (Term Expires 7/15)
Matt Drew	Committee Member (Term Expires 7/14)
Jennifer Underwood	Committee Member (Term Expires 7/15)

Support Staff:

Bill Sterling	Department of Public Works
Ray Birch	Department of Public Works
Paul Mauser	Department of Public Works
Amanda Pollack	Department of Public Works

Items discussed included:

1. The agenda was approved with no modifications.
2. The minutes of the March 12, 2014 meeting were approved with no changes.
3. Mauser presented the plans for the Bikeways Grant Phase 2, which includes improvements to the bike lanes on Riverside Drive from College Avenue to Mill Street, and new shared lanes on South Boulevard from Camden to Riverside. The design has been resubmitted to MDOT. One round of comments have been addressed. The grant agreement and creation of the lanes will be presented to Council in June at a work session.
4. The grant includes the installation of five bike racks. The proposed locations are: Chamber of Commerce, Post Office on Main Street, east side of Government Office Building, States Attorney's Office, and the Shore Transit Stop on Circle Avenue. The location are all on public properties. Bike-SBY recently obtained a grant to install six bike racks on private properties.

5. After a review of the plans, the Committee offered the following suggestions:
 - a. At the work session, discuss creating a no parking area along the Riverside Drive dedicated bike lanes. If this is desirable, ask MDOT if the no parking signs are grant eligible.
 - b. Ask MDOT if directional arrows can be added to the Phase 1 bike lanes with this grant.
 - c. Can we use green bike lane thermoplastic symbols for the first symbol in each direction on Riverside Drive, similar to what was done on Camden Avenue?
6. Birch presented the traffic counts on Pinehurst Avenue. The predominant travel direction is westbound. At Smith Street, Pinehurst Avenue is 25 feet wide with an 8 foot wide parking lane. Between Camden Avenue and Smith Street there is parking on the south side. Between Smith Street and Lorecrop there is parking on the north side. There is two-way traffic with 8 ½ foot travel lanes. Based on observations of the Committee members that live in or travel thru this area, it appears that the parking is primarily composed of SU commuter students.
7. The Committee discussed improving safety on Pinehurst Street in the blocks where the width is narrow (from Camden to Lorecrop). The current issues of the narrow street include access by emergency vehicles and sight lines for residents pulling out of their driveways. Ayd made a motion that was seconded by Drew to recommend no on-street parking on Pinehurst Avenue from Camden Avenue to Lorecrop Drive. The Committee unanimously approved. Welsh to send a letter to the Mayor and Public Works Director with a copy to Council.
8. Legislation to create a Bicycle and Pedestrian Advisory Committee was presented to Council at the May 5th work session and will be discussed at the May 27th legislative session.

The next regular meeting is scheduled for **Wednesday, June 11, 2014** at 5:30 pm.

If you have any corrections to these minutes, please notify the writer within ten (10) days.

Sincerely,
Amanda Pollack, P.E.
Deputy Director
Salisbury Public Works

Amanda Pollack

From: Tom Welsh <tom@welshtlc.com>
Sent: Tuesday, May 27, 2014 8:54 AM
To: James Ireton; Michael Moulds
Cc: Shanie Shields (AOL); Jacob Day; Laura Mitchell (Personal); Terry Cohen; Tim Spies (Cavtel); 'Don Coleman'; 'Heather Towers'; 'Jennifer Downing'; 'Mary Creamer'; 'Matt Drew'; tom@davidlayfield.com; tom@welshtlc.com; Amanda Pollack; Bill Sterling; Ray Birch
Subject: Salisbury Traffic and Safety Advisory Committee Recommendation for Pinehurst Avenue

May 27, 2014

City of Salisbury
125 North Division Street
Salisbury, MD 21801

Attn: James Ireton, Jr., Mayor
Michael Moulds, P.E., Director of Public Works

Re: Parking on Pinehurst Avenue

Dear Mayor Ireton and Director Moulds,

In response to a citizen query, the Salisbury Traffic and Safety Advisory Committee undertook a study of Pinehurst Avenue between Camden Avenue and Lorecrop Avenue. At issue is a perceived safety concern created by narrow traffic lanes and vehicle parking.

At Smith Street, Pinehurst Avenue is 25 feet wide with an 8 foot wide parking lane. Between Camden Avenue and Smith Street there is parking on the south side. Between Smith Street and Lorecrop there is parking on the north side. There is two-way traffic with 8 ½ foot travel lanes. Based on observations of the Committee members that live in or travel thru this area, it appears that the parking is primarily composed of SU commuter students. The current issues of the narrow street include access by emergency vehicles and sight lines for residents pulling out of their driveways.

A recommendation to restrict traffic to one-way was considered. Traffic counts collected by Public Works show the predominate flow of traffic westbound. It was felt that restricting traffic to one-way would channel traffic through nearby residential neighborhoods. This option was rejected by the committee.

Therefore, it is the unanimous recommendation of the committee that all parking on Pinehurst Avenue between Lorecrop and Camden be eliminated. It should be noted that parking between Lorecrop and Salisbury Blvd (US 13) is already restricted.

Respectfully submitted,

Tom Welsh, Chairman
Salisbury Traffic and Safety Advisory Committee

City of Salisbury



MARYLAND



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

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

Traffic and Safety Advisory Committee Meeting Minutes

A meeting of the Traffic and Safety Advisory Committee was held on Wednesday, December 10, 2014 at 5:30 pm at Fire Department No. 16 on Cypress Street in Salisbury. Those in attendance were:

Members:

Tom Welsh	Committee Chairman (Term Expires 7/15)
Tom Ayd	Committee Vice-Chairman (Term Expires 7/17)
Heather Towers	Committee Member (Term Expires 7/16)
Mary Buffington	Committee Member (Term Expires 7/15)
Jennifer Underwood	Committee Member (Term Expires 7/15)

Others:

Jennifer Jordan	Resident – North Clairmont Drive
Brad Gillis	Resident – Camden Avenue
Matt Drew	Resident – North Clairmont Drive
Greg Grieser	Resident – North Clairmont Drive
Karen Hanna	Resident – North Clairmont Drive

Support Staff:

Bill Sterling	Department of Public Works
Amanda Pollack	Department of Public Works

Items discussed included:

1. The Committee invited the public to attend to discuss a recommendation to create a no parking area on Pinehurst Avenue between Camden Avenue and Lorecrop Drive. The driving factor in the recommendation was the narrow street width and concerns about emergency vehicles being able to safely navigate the street.
2. Pollack received two phone calls from residents that could not attend the meeting. Their comments were summarized for the Committee as follows:
 - a. Dr. Liddell Louise Madden, 213 N. Clairmont Dr. – in agreement to eliminate all parking on Pinehurst Avenue. Voiced concerns about student parking on Lorecrop between Pinehurst and North Clairmont. Public Works installed a residential parking only sign.

- b. David Hobbs, N. Clairmont Dr. – in agreement to eliminate all parking on Pinehurst Avenue. Voiced concerns about visibility at Pinehurst/Smith intersection. Public Works evaluating adding stop bars.
3. Pollack received two emails from residents that could not attend the meeting. The emails were read aloud and are attached to these minutes.
4. Jordan stated that she is in support of no parking on Pinehurst Avenue. She also asked the Committee to look at the street widths and parking along Smith Street. Finally, Jordan noted that there are issues with cars running the stop sign at the intersection of Smith and Pinehurst.
5. Gillis stated that he would like consideration for residential parking on evenings and weekends. He noted that the curb could be painted yellow on Pinehurst coming off of Camden Avenue to increase the turning radius for emergency vehicles.
6. Drew spoke in favor of allowing parking with limitations, such as residential only or timing limits. He reiterated the concerns at the Smith and Pinehurst intersection.
7. Grieser asked the Committee to consider permits for residents along Pinehurst Avenue. He also noted that there are not sidewalks all the way to the shopping center on Route 13.
8. Hanna is in agreement to restrict parking along Pinehurst Avenue.
9. Committee members responded to public comments. There was agreement that setting restrictions for parking along Pinehurst would be beneficial. Members voiced concern with recommending residential parking permits due to concerns that visitor permits could be abused and overused. There was discussion about painting parking stalls or painting yellow curb at driveways. The consensus was to restrict parking with the same timing that parking is restricted on North Clairmont.
10. Ayd made a motion which was seconded by Underwood to recommend that parking be eliminated on Pinehurst Avenue between Smith Street and Lorecrop Drive, and that parking be limited to evenings and weekends between Camden Avenue and Smith Street (no parking from 8:30 am to 7:30 pm). Additionally, the motion included asking Public Works to paint yellow curb for a safe turning radius at Camden Avenue and at the driveways along Pinehurst Avenue between Camden Avenue and Smith Street. The motion passed unanimously.
11. The minutes of the June 11, 2014 and October 16, 2014 meetings were approved with no changes.

The next regular meeting is scheduled for **Wednesday, February 11, 2015** at 5:30 pm.

If you have any corrections to these minutes, please notify the writer within ten (10) days.

Sincerely,
Amanda Pollack, P.E.
Deputy Director
Salisbury Public Works

Emails from residents:

Saturday, December 6, 2014

I will be unable to attend the meeting on 12/10/2014 to discuss the elimination of parking on Pinehurst Ave. between Camden and Lorecrop. I do however wish to express wholeheartedly my support for this measure. I live on N. Clairmont Dr. but my garage and the back of my property front on Pinehurst. My driveway exits my property onto Pinehurst at the intersection of Pinehurst and Hanover St. Pinehurst is very busy with a lot of thru traffic to Rt. 13. We had to stop using our garage and driveway for cars as the exiting from the driveway was frequently blocked by parked cars from rentals on Pinehurst so that oncoming traffic could not be seen. There several near accidents that prompted this response. No parking, not even residential parking should be on that narrow street with all of that traffic. There are no consistent sidewalks there either so pedestrians and dog walkers are often in the road too. Parking is a safety hazard to the university students who walk to school and to the residents. All of the properties on Pinehurst have driveways and or garages for their vehicles. Rental however, have 4 or more cars so their over flow is often parked in the street. One house gives it driveway to friends for a fee and uses a permit to park in the street. Likewise, the full length of Lorecrop should be banned from parking but the area between Pinehurst and N. Clairmont has no sign so college students often park there.

Please allow us to use the garage for cars again and have unfettered access to Pinehurst from our property by approving this measure to eliminate all street parking on Pinehurst in the aforementioned area.

Thank You,
Susan Carter
Scott Bailey
217 N. Clairmont Dr.

Wednesday, December 10, 2014

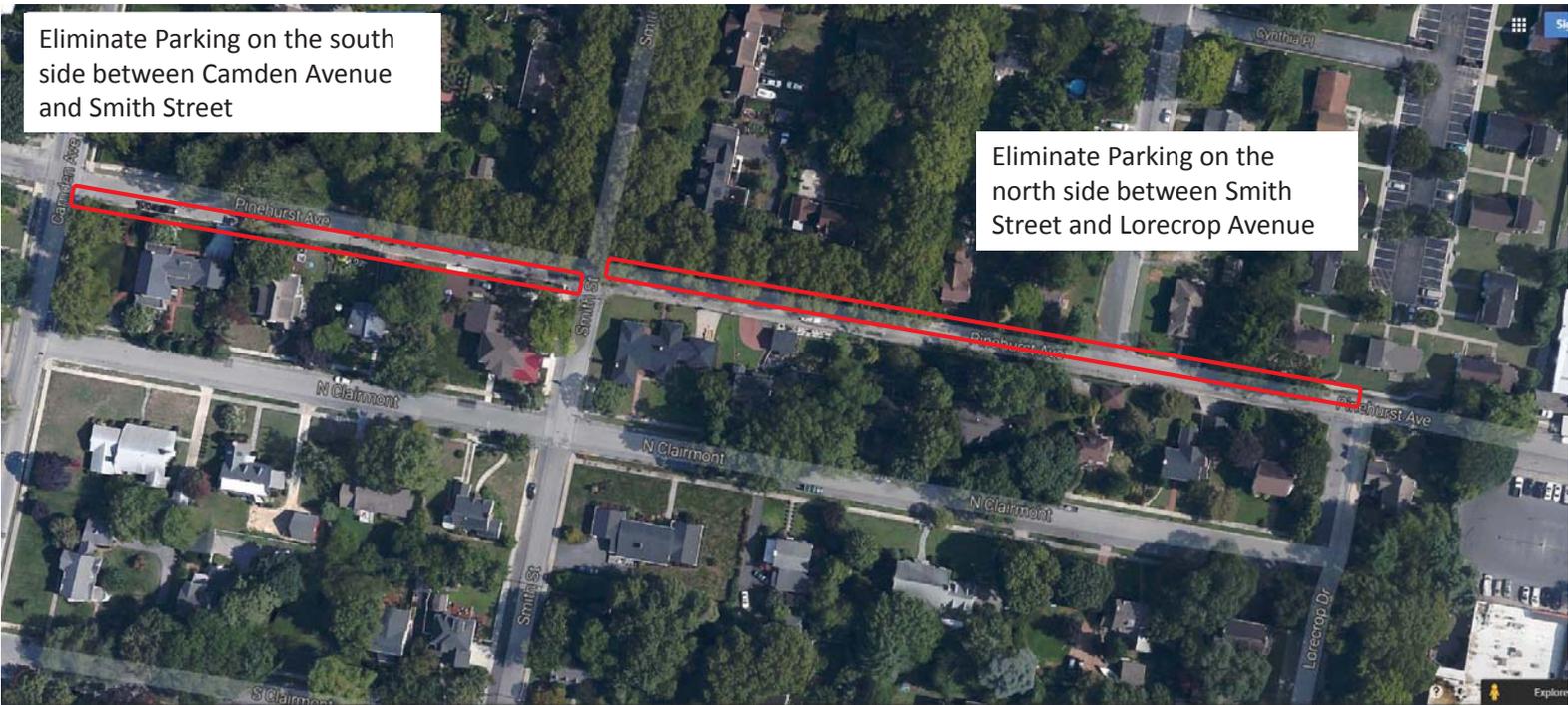
We are not able to come to the meeting tonight but have some grave concerns about the parking on the streets in our area. I understand that the conversation tonight is about parking on Pinehurst Avenue. This was already adjusted years ago to having parking on only one side between Camden and Smith. That did help but it is still congested. And there have always been worries about emergency vehicles being able to pass.

Our bigger concern that needs to be investigated is the parking on Smith at the corners of South and College. Parking is allowed on both sides, with a permit, and it is like running a gauntlet to drive down Smith specifically at the corners of South and College. Two way traffic cannot fit if cars are parked on both sides and it becomes essentially a one way street. This is a huge problem as vehicles turn off South and College at higher speeds and often have nowhere to go. Somebody is going to have a head on collision.

If the streets are not wide enough to accommodate two way traffic at the same time as parked cars, then parking cannot be allowed. This should be the rule for any street be it Pinehurst or Smith, etc.

Sincerely,
Amy and Doyle Maull

Pinehurst Avenue
No Parking Exhibit



Eliminate Parking on the south side between Camden Avenue and Smith Street

Eliminate Parking on the north side between Smith Street and Lorecrop Avenue

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
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: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, P.E., Director of Public Works *MM*
Date: March 11, 2015
Re: Delmarva Power Easements – Northside and Southside Pumping Stations

Salisbury Public Works is in the process of upgrading the Northside and Southside Pumping Stations. As part of the upgrade, a new electric service will be provided at each station and Delmarva Power will place a new transformer at each site. Northside Pumping Station is located on Delaware Avenue/Fitzwater Street and Southside Pumping Station is located on Ridge Road. The site plans showing the transformer locations are attached.

Delmarva Power prepared the attached Utility Easement Agreement for each pumping station. The agreement allows Delmarva Power to install and maintain the transformer equipment.

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

Tax Parcel No.: 1191, Map 0106
Wicomico County, Md.

Prepared By & Delmarva Power & Light Company
Return To: Right- of-Way Department
2530 N. Salisbury Blvd.
Attn: Real Property
Salisbury, MD 21801

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, between THE CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, (“Grantor”) and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“Delmarva”),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Delaware Avenue, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0325, Folio 0120.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva’s systems and to provide services to Delmarva’s service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor’s land which may become necessary to provide such services as shown on Exhibit “A” attached hereto and made a part hereof and designated as a 525 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva’s facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor’s land as necessary for the enjoyment of the rights granted herein.

5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement, without written permission from Delmarva.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits, upon written permission given by Grantor.
11. Delmarva shall restore the surface of Grantor's property to the condition it was prior to any disturbance caused by, and upon completion of, any installation, operation or maintenance of its facilities.

As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva.

Name: Patrick Sparr
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

THE CITY OF SALISBURY

WITNESS:

By: _____ **(SEAL)**

Name: _____

Title: _____

STATE OF COMMONWEALTH OF

)

COUNTY OF

) **SS**

)

BE IT REMEMBERED, That on the ____ day of _____, _____, personally came before me, a notary public, the within named Grantor, _____ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: _____

Notary Public

Seal/Stamp Here
Notary

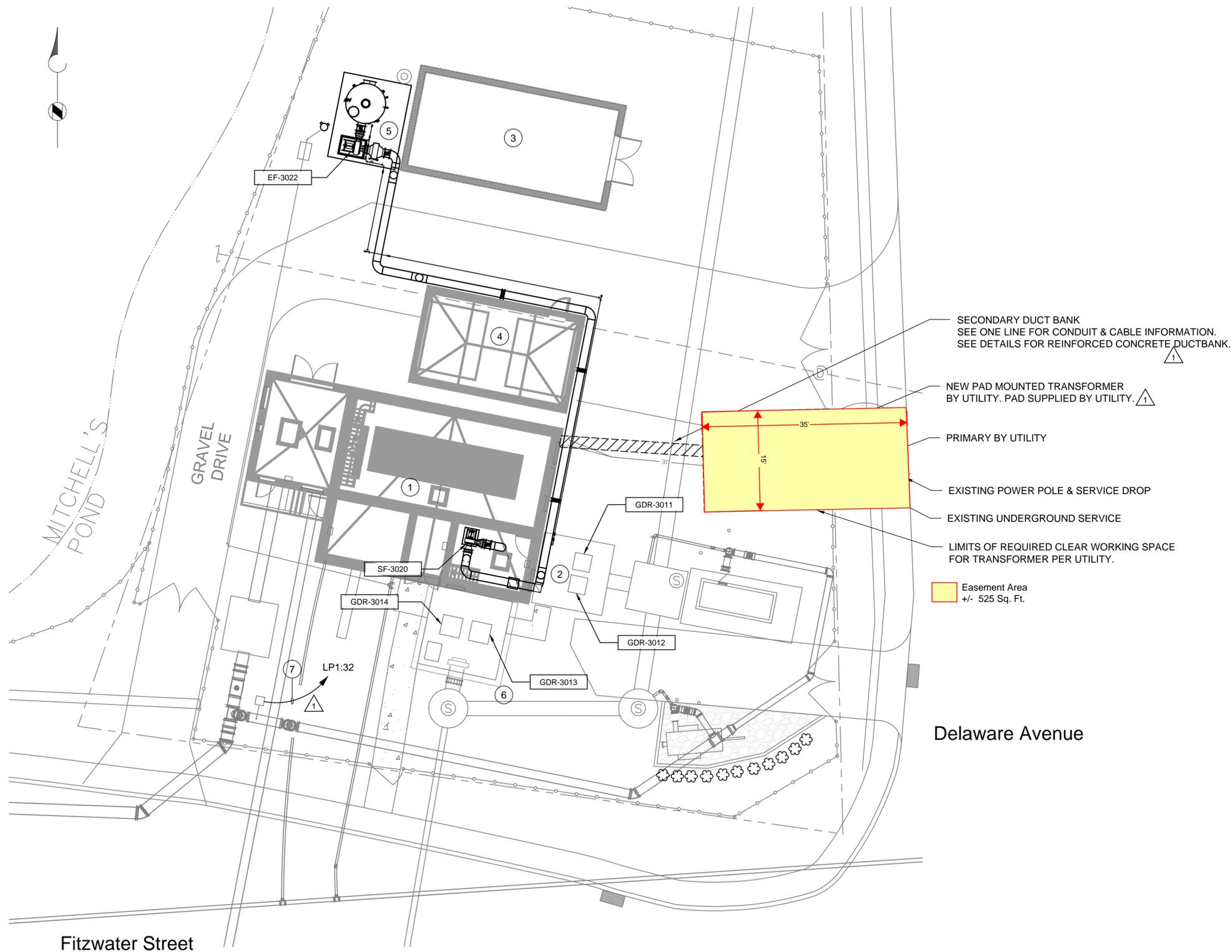
Print Name: _____

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE UTILITY ON THE NEW SERVICE REQUIREMENTS. PROVIDE PEDESTAL MOUNTED METER AND CONDUIT PER THE UTILITY'S REQUIREMENTS.

KEY NOTES:

- ① EXISTING NORTH SIDE PUMP STATION. SEE 30-E-101 FOR UPPER LEVEL PLAN AND ELECTRICAL EQUIPMENT.
- ② EXISTING DIMMINUTOR VAULT
- ③ EXISTING GENERATOR BUILDING
- ④ EXISTING STORAGE BUILDING
- ⑤ PROPOSED ODOR CONTROL SYSTEM. SEE 30-E-101 FOR ELECTRICAL EQUIPMENT.
- ⑥ PROPOSED DIMMINUTOR VAULT. SEE 30-E-103 FOR PLANS AND ELECTRICAL EQUIPMENT.
- ⑦ PROVIDE 120 VAC CIRCUIT FOR HEAT TRACE. 2#10, #12G, 3/4" C.



NORTH SIDE PUMP STATION - PROPOSED

PLAN

SCALE: 1" = 10'



- SECONDARY DUCT BANK
SEE ONE LINE FOR CONDUIT & CABLE INFORMATION.
SEE DETAILS FOR REINFORCED CONCRETE DUCTBANK.
- NEW PAD MOUNTED TRANSFORMER
BY UTILITY. PAD SUPPLIED BY UTILITY.
- PRIMARY BY UTILITY
- EXISTING POWER POLE & SERVICE DROP
- EXISTING UNDERGROUND SERVICE
- LIMITS OF REQUIRED CLEAR WORKING SPACE
FOR TRANSFORMER PER UTILITY.
- Easement Area
+/- 525 Sq. Ft.

Path: \\BCHAFPO1\Projects\Clients\Salisbury - MD\143534 - BNR - ENR Design\CAD\2-Sheets\NS-SS-PSIE-Electrical File\143534-30-E-501.dwg Plot Date: June 12, 2014 - 10:29 AM CADD User: Creavalle, Stephen

Brown and Caldwell
CHARLOTTE, NC

SUBMITTED: _____ DATE: _____
PROJECT MANAGER
APPROVED: _____ DATE: _____
BROWN AND CALDWELL

LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2" - SCALE ACCORDINGLY)
SCALE:
DESIGNED: B DICKERSON
DRAWN: S CREAVALLE
CHECKED: J DIEDRICH
APPROVED: B DICKERSON

EXTERNAL REFERENCE FILES

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NO. 036262
EXPIRATION DATE: 11/19/2014

REVISIONS					
ZONE	REV.	DESCRIPTION	BY	DATE	APP.
B7/G4	07	1	SRC	6/13/14	BAD
		REVISIONS PER CITY OF SALISBURY			

DEPARTMENT OF PUBLIC WORKS
CITY OF SALISBURY, MARYLAND
**CITY OF SALISBURY WWTP
BNR/ENR UPGRADES**

ELECTRICAL
**EXISTING AND PROPOSED SITE PLAN
NORTH SIDE PUMP STATION SITE
NORTH SIDE AND SOUTH SIDE
PUMPING STATION UPGRADES**

FILENAME
143534-30-E-501.DWG
BC PROJECT NUMBER
143534
DRAWING NUMBER
30-E-501
SHEET NUMBER
67 OF 73

Tax Parcel No.: 1114, Map 0111
Wicomico County, Md.

Prepared By & Delmarva Power & Light Company
Return To: Right- of-Way Department
2530 N. Salisbury Blvd.
Attn: Real Property
Salisbury, MD 21801

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, between THE CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, (“Grantor”) and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“Delmarva”),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Ridge Road, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0344, Folio 0291.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva’s systems and to provide services to Delmarva’s service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor’s land which may become necessary to provide such services as shown on Exhibit “A” attached hereto and made a part hereof and designated as a 700 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva’s facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor’s land as necessary for the enjoyment of the rights granted herein.

5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement, without written permission from Delmarva.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits, upon written permission given by Grantor.
11. Delmarva shall restore the surface of Grantor's property to the condition it was prior to any disturbance caused by, and upon completion of, any installation, operation or maintenance of its facilities.

As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva.

Name: Patrick Sparr
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

THE CITY OF SALISBURY

By: _____ **(SEAL)**

Name: _____

Title: _____

STATE OF COMMONWEALTH OF

)

COUNTY OF

) **SS**

)

BE IT REMEMBERED, That on the ____ day of _____, _____, personally came before me, a notary public, the within named Grantor, _____ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: _____

Notary Public

Seal/Stamp Here
Notary

Print Name: _____

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

March 27, 2015

TO: Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Resolution – Commercial Lease Agreement – 800-E South Salisbury Boulevard

Attached, please find a Resolution accepting donated space and authorizing the Chief of Police or designee to enter into a no cost Commercial Lease Agreement with Single Properties, Incorporated for the purposes of leasing the property of 800-E South Salisbury Blvd. This will be a one year, no cost lease that will auto renew each year however, may be terminated by either party upon 30 days written notice. The operating expenses such as electric, internet, and alarm will have to be paid by the City each month. The estimated cost is \$460.00 per month or \$5,520.00 per year. SPD would request at addition one time allotment of \$4,000.00 for computer, office furniture, alarm system installation, security camera system, and supplies.

The property will be designated as City Service Center and as such may be used by the police department, and all other city departments as a temporary base of operations, providing additional workspace to complete paperwork, hold department specific educational programs and provide a location to have community meetings in an area of the city that is in need of enhanced services. There are funds available in our FY15 budget to cover the above mentioned expenses.

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

A handwritten signature in black ink, appearing to read "Colonel David Meienschein".

Colonel David Meienschein
Assistant Chief of Police

Attachment

Tom Stevenson
City Administrator
City of Salisbury

The standard model of policing throughout the 1980s and early 1990s was based upon the reaction of a police department to reported crimes. Agencies became proficient in the deployment of resources upon receiving notice that a crime had occurred. Once an officer was dispatched to take a criminal report an investigation might be initiated which may or may not have necessarily resulted in an arrest. This model was punctuated with various iterations of community oriented policing which promoted the re-birth of the walking post where specific police officers in an agency were designated as "Community Police Officers". These designated officers would spend most of their time making connections with members of the community while the remainder of the officers continued about the business of responding to and documenting criminal incidents. Both the reactive response model of policing and the early stages of community policing efforts failed to reduce crime.

Over the course of the last twenty-five years law enforcement agencies have realized that being proactive to criminal events reduces the amount of crime a particular neighborhood experiences. Crime and the fear of crime undermine the stability of any neighborhood and reducing these factors increases overall community health and economic wellbeing. The community policing model has evolved as well and today all members of an agency are charged with delivering community policing style services to the public they serve.

The evolution of the two processes within the law enforcement industry has substantially reduced crime in cities across the country and Salisbury has benefited from this evolution as well. In order to further capitalize on the successes sustained to date I propose that the city consider establishing an additional police substation in the Camden neighborhood.

A local business owner has offered to partner with the Salisbury Police Department to provide work space on his commercial property within the Camden neighborhood. Mr. Bill Ahtes has offered the use of a large office area within the shopping center he owns along Route 13 South between North Boulevard and South Boulevard. This location would be ideal in terms of police presence as the Camden neighborhood has seen a rise in criminal activity which had undermined the quality of life in the neighborhood.

Should the Council agree to the public private partnership, the police substation would be used in the following manner:

- Additional work space for sector patrol officers in the field
- Meeting space in which to conduct:
 - Neighborhood association meetings
 - Bicycle registrations
 - Safe Streets meetings and patrols
 - Scheduled events for the youth of the neighborhood
 - Police Department recruitment sessions
 - Crime reduction education sessions
- Police Bicycle and Foot Patrol would be conducted out of these offices

After analysis, there are financial considerations associated with establishing and maintaining the sub-station. We have estimated that there will be a five thousand five hundred and twenty dollar annual utility expenditure at approximately four hundred and sixty dollars per month. This expenditure will include alarm monitoring, internet, cable, phone and electric needs. There will also be a fee for installation of an alarm and camera system which will cost approximately two thousand dollars. Lastly there is an estimated fee of two thousand dollars for computer, office furniture and supplies.

When evaluating the location for a police sub-station we considered the amount of community buy-in and found that in both of these locations area residents and business owners were highly supportive of the concept. Although we would not be able to staff the facility on a full time basis, events would be scheduled, advertised and conducted with consistency.

The police sub-stations would allow our staff to be more consistent in the delivery of community based police work and provide a higher frequency and visibility of law enforcement presence in the area. Both strategies are proven crime reduction methods and I look forward to addressing the Council on this matter.

1 RESOLUTION No. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY TO ENTER INTO A
4 COMMERCIAL LEASE AGREEMENT ACCEPTING THE DONATED SPACE OF 800-E
5 SOUTH SALISBURY BOULEVARD AND AUTHORIZING THE CHIEF OF POLICE OR
6 DESIGNEE TO SIGN THE LEASE AGREEMENT.

7
8 WHEREAS, the owner of 800-E South Salisbury Boulevard wishes to enter into a
9 Commercial lease agreement to donate the space to the City of Salisbury at no cost; and

10
11 WHEREAS, the lease is for a one year period that auto renews annually however, may be
12 terminated at any time by either party upon 30 days written notice; and

13
14 WHEREAS, the City of Salisbury will utilize this space as a City Service Center which
15 may be used as a temporary base of operations, or complete paperwork, to provide additional
16 workspace, and provide a location to have community and educational meetings in an area of the
17 City that is in need of enhanced services; and

18
19 WHEREAS, the City of Salisbury will be responsible for operating expenses such as
20 electric, internet, and alarm will have to be paid by the City each month. The estimated cost is
21 \$460.00 per month or \$5,520.00 per year. SPD would request at addition one time allotment of
22 \$4,000.00 for computer, office furniture, alarm system installation, security camera system, and
23 supplies.

24
25 WHEREAS, the City Police Department has the funds available for in the remaining
26 FY15 budget to cover the expenses related to operating costs.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
29 OF SALISBURY, MARYLAND authorizes the Chief of Police or Designee to enter into a one
30 year no cost Commercial Lease Agreement with Single Properties, Incorporated for the purpose
31 of utilizing 800-E South Salisbury Boulevard as a City Service Center.

32
33 THIS RESOLUTION was duly passed at a meeting of the Council of the City of
34 Salisbury held on _____, and is to become effective immediately upon
35 adoption.

36
37
38 ATTEST:

39
40
41 _____
42 Kimberly R Nichols, City Clerk

43 _____
44 Jacob R. Day, President,
45 Salisbury City Council
46

47 APPROVED BY ME THIS:

48

49 _____ day of _____, 2015

50

51

52

53 _____
James Ireton, Jr., Mayor

54