

**Open Work Session  
Fire Service Agreement; Station No. 13  
September 5, 2017**

Mr. Wayne Strausburg, Director of Administration, came before Council. Mr. Strausburg said, before getting into details, and any questions Council may have, he wanted to go back and talk a little bit about the history of the Fire Service Agreement. He said the Fire Service Agreement is not a County Fire Service Agreement. The Fire Service Agreement is and always has been a two-party agreement between the City of Salisbury and Wicomico County and it lays out how the City will be reimbursed or paid for services that it provides into the unincorporated areas of the County, so it is strictly a funding agreement. It is the City saying they want this amount of money and the County agreeing to pay that amount of money. He said Council may recall the public dustup, if you will, that he had with then Mayor Jim Ireton. The City was being paid at the time, he believes, \$965,000 a year and Jim demanded that the City was due a minimum of another \$2 million to \$2.5 million dollars. Mr. Strausburg said when he came to Council with this Fire Service Agreement and said it was a good deal, he meant that. It is a good deal because the County is paying \$965,000 and not \$3.5 million dollars, so financially it is a good deal. It is a two-party agreement between the City and the County paying the City and the County for services that the City provides into unincorporated areas. The County did not create any fire service maps. The fire service map that was attached to the agreement was the fire service map and the EMS map that was in existence at that time. Mr. Strausburg said his staff nor anybody in those meetings changed the map. At that time, if Council recalls, the Fire Station 1 volunteers and the City's disagreement was reaching a head. There was discussion about creating a fire service district out of the Station 1 District for the volunteer company, and it included the Bypass east extending out the rest of Station 1's territory. At the time when the agreement was executed, the whole Station 1 volunteers and City disagreement had not yet been resolved, so the County embedded in the agreement that if there was a change in the territory, that it would be agreed upon by the City, the County and the Fire Chief's Association. He said there are a couple reasons they put that in there. Number one is that it would have financial implications for the City because if they reduced their territory, they had migrated in the service agreement to a pay-per-call formula. He said they felt that was the most discrete way of funding fire and EMS services. On the other hand, the Chief's Association would have to weigh in on if the County were changing an existing territory, the volunteer companies that may have bordered those territories, 1, 2 or 16, should certainly be consulted about what impact that may have on their companies. Mr. Strausburg said that is the reason they embedded that language in the Fire Service Agreement. He said whatever questions Council may have, he would be glad to answer them the best he could. Mr. Strausburg said, after hearing the comments, he wanted to go back in time and remind everybody about where they were at the point in time that this agreement was executed. He said he also wanted to remind Council that the Fire Service Agreement with the City, at that point in time, had been expired for several years and there was a lot of contention, a lot of disagreement, a lot of threats including the nuclear option, and there was a considerable amount of pressure to bring this to closure both on the County's side and also on the City's side. He said with that, he is happy to answer any questions he possibly can answer for Council. Mr. Cannon thanked Mr. Strausburg.

Mr. Kilmer said he appreciates what Mr. Strausburg stated and that it was consistent with his recollection that this Station 1 territory, as it has existed for as long as anybody can remember, remains intact in the Fire Service Agreement and that can only be changed through the City, County, and Fire Chiefs. Essentially five different bodies. It has to go through City Council, Mayor, County Executive and County Council, and then the Fire Chiefs. Mr. Kilmer said the City rejected that and asked if that means

the territory is not divided. Mr. Strausburg said the City, based on the City Council's vote, said they would not accept reduction in the City's first call territory. Mr. Kilmer asked Mr. Strausburg to clarify what the Executive said and what is going to happen on September 15. He asked if the territory is divided as of September 15 unilaterally by the County, to which Mr. Strausburg responded, no. He said there was a media report that quite frankly was inaccurate. The media report indicated that the County Executive had unilaterally assigned a territory to Station 1 and on September 15, first calls would be dispatched to Station 13. That is absolutely untrue. It is inaccurate. That is not going to happen. What the Executive did do is he instructed David Shipley and the EMS Department to do whatever needs to be done for creating the dispatch routing in the eventuality that Station 13 was awarded that territory. Mr. Kilmer said it is kind of like an emergency plan. Mr. Cannon then read from a letter Mr. Culver had sent to the Council stating he authorized David Shipley to proceed with the necessary work to activate the fire station that is Station 13. Mr. Cannon clarified Mr. Culver is saying he is activating it. The letter says, this company will not be ready to come on line and respond until September 15, but much work has to be completed in order to make this happen. Mr. Dodd said that is how he interprets it, that this company will not be ready to come on line and respond to dispatched calls. He said that is telling him that they are going to be dispatched on September 15. Mr. Strausburg said that is not what Mr. Culver intended. Mr. Joe Holloway then said there are a lot of unintended things happening. He addressed Mr. Strausburg stating he had sent out an email that says that Bob is dropping the support of Station 13. Mr. Strausburg then clarified that he did not say that. He said he withdrew the endorsement for a work session. Mr. Cannon said there was not a work session scheduled. Mr. Strausburg said he sent over an endorsement requesting a work session on Station 13, which Mrs. Hurley confirmed he did. Mr. Strausburg said he sent over an email after the City vote saying he was withdrawing that endorsement because the City had rejected it. Mrs. Hurley confirmed, again, that this was correct. Mr. Joe Holloway clarified the Executive is not dropping it. Mr. Strausburg said his email was very clear. Mr. Joe Holloway said it was said at one of the firehouse meetings too, because he heard it from some of the fire departments. Mr. Strausburg said it was not said by him. Mr. Joe Holloway said no, it was said by the Executive. Mr. Cannon then asked what Mr. Shipley was doing. Mr. Strausburg said that he is not even sure if Mr. Shipley and his people are finished yet because the last time he had talked to Mr. Shipley at the end of last week, he still did not have certain radio data that he needed or the technical data that he needed in order to have it ready to send those dispatches if in fact it was decided that Station 13 would be awarded that territory. Mr. Cannon asked who is involved in mutual aid if that territory gets established and what happens if there is trouble making the call to this district. Mr. Strausburg answered stating that mutual aid is worked out between the stations themselves. He said when he had last spoken to Mr. Shipley, all the mutual aid agreements had not yet been worked out, but the scenario that on September 15 they were going to start dispatching to Station 13 is just simply not accurate. Mr. Taylor then read from a letter dated June 29 that Mr. Culver wrote speaking in terms of Station 13, "This company will not be ready to come on line and respond to dispatch calls until about September 15, 2017." The implication is that, come that date, they will be getting dispatch calls. He said I assume that is first call. Mr. Strausburg then asked if Council wanted to talk about the letter or talk tonight about where they were in reality. He said the Executive spoke about two and a half hours ago and made it very clear. Mr. Cannon said he did not think it was made clear, and another question is where is this station going to be. He said they do not even know whether this station is going to be at the airport or whether it is going to be on Snow Hill Road. Mr. Strausburg clarified that it is not going to be at the airport. Mr. Cannon then asked if it is being dispatched, what is the location. Mr. Strausburg reiterated that it is not being dispatched. Mr. Cannon said, hypothetically, what is the location? Mr. Strausburg said it is somewhere on Snow Hill road where the cemetery is at. Mr. Cannon then addressed Mr. Wilber stating he is sure he is aware of these circumstances and asked what his legal opinion is as far as the pending litigation of their challenging the Fire Service Agreement. Mr. Wilber clarified that the

County is not filing litigation, and Mr. Cannon stated he understands the City has threatened litigation. Mr. Wilber said they have sent a letter saying that they may litigate about it. Mr. Cannon said, before any steps have been taken over the last few months, he hoped legal advice was sought out. He said he wondered about the decisions that have been made and what legal advice Mr. Wilber was suggesting that would guarantee the County would be in a good position should any type of lawsuit be filed. Mr. Wilber stated it ties right into what Mr. Strausburg just said, that Station 13 is not going to be sent out on September 15. Mr. Cannon said the reason there is so much confusion is because they have heard from so many people here thinking full well that this station was going to happen, and the only reason it was not going to happen was because this body (Council) here was preventing it from happening. He said they have been given some impression that this is going to happen on September 15, and it did not come from here. Mr. Wilber said, no, and that he can only key off of what Mr. Strausburg just said, that it is not going to be a station which is going to be sent out as a first responder on September 15, and that was his understanding. Mr. Strausburg said it cannot be dispatched until there is territory and right now there is not territory. Mr. Joe Holloway addressed Mr. Strausburg in reference to his email. He read from it stating "Laura, as you know, the City Council has rejected the creation of Fire EMS district for Station 13. That being the case, there is no need to pursue the matter further. The Executive has, therefore, instructed me to cancel our endorsement regarding this matter. If you need formal retraction, please advise me." Mr. Joe Holloway went on to state that it does not say anything about cancelling a work session, it just says cancelling the endorsement. He then asked how he should take that. Mrs. Hurley responded stating, just for clarification, an endorsement memo is a memo from the County Executive's office over to County Council requesting a particular item be added to the agenda, requesting a closed work session, an open work session, and when they say endorsement, he is referring to that particular memo asking for an open work session. Mr. Joe Holloway then read the memo directly stating "As you know, the City Council has rejected the creation of the fire EMS district for Station 13. That being the case, there is no need to pursue the matter any further." Mr. Joe Holloway went on to say that he understands what Mr. Strausburg is saying. Mr. Strausburg then asked if anyone present was unclear what an endorsement from the Executive Office to the County Council requesting a work session means and what a withdrawal of that endorsement means? Mr. Cannon asked Mr. Strausburg if he was aware of the first two lines in his email and what it stated. Mr. Strausburg said he was withdrawing an endorsement for a work session at the next County Council meeting because the City had just made a decision to reject consideration of awarding part of that territory. Mr. Cannon said he understands and that all Council is trying to do is explain what created the confusion in the first two lines where it says the Executive is no longer going to pursue this matter. Mr. Strausburg asked if anyone had sought clarification from him. Mr. Dodd stated he thought it was pretty clear. Mr. Dodd said he had a question. He then thanked Mr. Strausburg for being there and for his summary. He went on to say that this has to be one of the most confusing messes he had ever been in over the past three years. He stated that it was so confusing and he was sorry that Mr. Strausburg was put on the spot because the person who needed to be sitting where he is sitting is not there. Mr. Dodd continued stating that if they needed the answers, it needed to come from the horse's mouth. He said what they are reading here is specifically what they understood. He said it was the same thing with that letter right there, and that is how they interpreted it, and it is not to put conflict between Mr. Strausburg and the Council. It is what they interpreted, and whether they had to try to get clarification on every email, that is not going to happen. Mr. Dodd did apologize that Mr. Strausburg was put in that spot, as Mr. Culver should be here, because this has been so much flip-flopping back and forth that those poor guys from Station 1 have no idea what is going on. The career guys from Salisbury have no idea what is going on. They do not know what is going to happen July 1 or what did not happen and now September 15, this is so confusing. He said he does not think anybody here understands what is being presented to Council right now. Mr. Cannon stated he thinks part of the misinformation too is that when Mr. Culver

says his hands are tied because of what the Fire Chief's Association has stated, that is somewhat disingenuous, as his hands are not tied, and thinks he knows his hands are not tied. The government bodies that have signed the Fire Service Agreement are the ones that dictate what does or does not happen in reference to this whole topic. Mr. Joe Holloway asked Mr. Wilber what the chances were of changing the Fire Service Agreement and if the City has to agree. Mr. Wilber said correct, and going by what he reads in the paper, he thinks the City's position is clear. Mr. Joe Holloway stated that earlier that evening they had a vote on the volleyball game issue and he asked the question regarding the MOU. It said right in the MOU that all parties have to agree to terminate this, and that just shows you how you can get into these things and cannot get out of them. Council is stuck with it and there is no getting out of it. Mr. Wilber said this is the City-County agreement as we sit here. Mr. Joe Holloway said that Mr. Strausburg had said it was a good deal and we agreed with him. Mr. Dodd added that the agreement specifically states the Salisbury Fire District agreement can only be amended by agreement with the County, the City and the Wicomico Chiefs. The confusion also with this is that we have two sets of signatures on it, but we do not have that third entity. Mr. Strausburg clarified that, again, there is a specific section. The only section of the agreement that requires agreement of five parties is a change in territory; other than that, the agreement stands on itself. It is an agreement between the County and the City, so the signatories to the agreement are the County and the City. It is a funding agreement. Mr. Dodd asked what would happen if the County, the Executive, and the Fire Chief's Association decided they are dead set on allowing Station 13 to respond and Salisbury says no. He then asked where they would go from there. Mr. Strausburg responded that they would wind up in court. Mr. Cannon said the purpose of this meeting really is to know what is happening after September 15. What is going to happen? Someone has to have a plan somewhere. Mr. Strausburg said that until the City of Salisbury were to agree to a partitioning of Station 1 territory, the agreement stipulates that territory cannot change. Whether or not the City would agree to that change for some reason, such as if there were some negotiation that would lead them to say yes, given this, we will agree to that, but the agreement stands on its own legs. The agreement is very clear. Mr. Cannon stated he understood. He said if they were taking the time, and if the news/media, as well as the information being given to all the fire stations was the fact that the County was in the process of continued discussions and negotiations with the City, then he would understand maybe some of what is happening. He said but that is not what it is. What Council is being told is that there is a dictate that has been given to Dave Shipley and his department to begin preparing the 911 center for a new station. Mr. Joe Holloway added that there have also been promises made to Station 13. He said these guys have come to him and talked to him stating that they have been told they are going to get it. The County Executive is out there telling them that it is theirs, they are going to get it. The County Executive is also going out there and telling stories about Mr. Cannon, Mr. Kilmer and Mr. Dodd saying they want to close a station down. He said he has firemen telling him that. Mr. Strausburg asked which station, to which Mr. Joe Holloway said Allen and Powellville. Mr. Strausburg said he has not heard a word about that. Mr. Joe Holloway said they have the guys in the room that he told it to. Mr. Cannon stated the first time he had heard that was tonight. Mr. Joe Holloway said you know that does not build good relationships with the County Council when a County Executive is out saying things like that, and it does not build good relations when the County Executive is out here promising people things that cannot be done, and then they come up here and blame us for not supporting him. He said somebody is out there saying "Oh well we can't do it because of the County Council". That does not build good relationships and then people wonder why we do not get along. Mr. Davis asked if the County is stuck with this agreement unless the City agrees to change it, to which Mr. Wilber responded, what the agreement says is if the reimbursement formula, which is the money part of it, is financially untenable for either party, that is County or City, due to material, unforeseen changes in insurance coverage or payments, then either party shall have the right to terminate the agreement by giving at least six months advance written notice to the other party. He said

so there is ability to cancel on either side for that reason. Mr. Cannon asked if the County had sabotaged that in a sense because he remembers worrying about that when it first came to the table as to whether or not that had been done deliberately. Mr. Strausburg said the reason they put that language in there is that when you look at the migration of insurance in this country and you look at the recovery rates, we base this on a formula where the City is getting about a 60 percent recovery rate. Now if that tanked on them, for example if the recovery rate went from 60 down to 40 on insurance, the reimbursement formula that is in this agreement no longer works. He said so they really put that in because there are a couple of different parts to the way the formula is constructed. They are the normal and reasonable reimbursement rates that are coming from insurance companies, and they got in the ballpark, and then what is the claims recovery experience being realized by the City. Now that can move up or down and the formula moves up or down with it, and, of course the other piece is the number of EMS calls and the number of fire calls. He said that language was really put in to protect both parties from things that could occur over which we have no control. Mr. Kilmer said, obviously, Council is catching up to speed here because a lot of this stuff, again, is that there is an impression in the public for whatever reason. He said but first he would like to ask a legal question of Mr. Wilber. He said they have heard that the County's hands are tied in terms of what the Fire Chief says, as well as the County's hands being tied in reference to what they decide for territory. He said they respect the Fire Chief certainly, but is that an accurate statement? Can the Fire Chief, in your opinion, tie the County's hands in terms of the Salisbury Fire District as outlined in the Fire Service Agreement? Mr. Wilber responded stating, as outlined in the Fire Service Agreement, it essentially takes five votes; the two Councils, the two Executives (Mayor), and the Fire Chief's Association. Mr. Kilmer said the Fire Chief had mentioned that they have access to the County Attorney. He then asked if there has been communication about that? Mr. Kilmer said he knows he is relatively new, but has there been communication about this? Because Council is hearing these statements in the press, and we cannot blame the media, as these are statements from the Executive, these are quotes. Mr. Kilmer said he is trying to figure out what is going on here in reference to where is this legal advice coming from that the County is bound by this decision that the Fire Chief made in terms of territory. Mr. Strausburg said he did not understand the question. Mr. Cannon clarified the question stating that when Mr. Culver says he is bound by the Fire Chief's Association, is that your legal opinion? Mr. Wilber told Mr. Kilmer his question is directed at the Salisbury Fire District since the signing of the agreement, who has the ability to amend the Salisbury Fire District. He said the ability rests in five bodies, the two Councils, the Executive, the Mayor, and the Fire Chief's Association. Mr. Dodd asked if that is spelled out in the Fire Service Agreement because he does not remember seeing the five bodies, he just saw the three. Mr. Wilber said it says City, County and Fire Chief's Association. Mr. Dodd said it is vague. Mr. Wilber clarified that City is defined as Mayor and Council, and County is Executive and Council. Mr. Kilmer said he is still confused as to the impression he got. He said there was some miscommunication or something that the Fire Chiefs on this matter bound the County. Their hands are tied and that sounds like the County has no say, that it is bound to do what the Fire Chief wants, is that not true? Mr. Wilber said the Fire Chief's decision does not tie the hands of the Executive or the County Council. Mr. Kilmer then asked why the Executive is saying that then? Mr. Kilmer asked Mr. Strausburg why he has said that nothing is going to change September 15, but we have the Executive quoted saying "I'm not sure where it goes from here, we are all getting the preliminary work done. I don't know what's going to happen on September 15." Mr. Strausburg asked Mr. Kilmer when that was and Mr. Kilmer said it was August 28. Mr. Kilmer said he is confused, we are all confused, and he thinks that everybody here is as confused as he is. He said part of the problem is that we have statements about the legal agreement, hands being tied, and that we are not sure what is going to happen September 15. Mr. Kilmer asked what is going on. He said he is still trying to figure this out. He addressed Mr. Strausburg stating he had read through the minutes of the meeting where they had talked about this. He said Mr. Strausburg is consistent, and what he said back then is what he has said

today. He said there is no change and it is like Mr. Strausburg is quoting from what he said from their minutes before. Mr. Strausburg said the Chief's Association would like to see the Station 13 territory as described awarded to Station 13, and the Executive is supportive of that award. The Executive understands, however, that he does not have the unilateral authority to award that territory. That award has been rejected by the Mayor and the City Council. It is supported by the Fire Chief's Association and by the County Executive, but that is two to two already. Mr. Cannon asked why then was all this time being taken putting all of this data in at the 911 center, as that does not make sense. Mr. Strausburg said he thinks there is concern that if in fact that station does become a necessity, the Executive wanted to be able to react to that necessity quickly. Mr. Cannon asked what would create that necessity, to which Mr. Strausburg responded a cancellation of the Fire Service Agreement by the City. Mr. Joe Holloway said they cannot cancel it no more than Council can. Mr. Strausburg said no, they can. Mr. Wilber said either party can cancel it and Mr. Kilmer added with six months' leeway. Mr. Cannon said they are threatening litigation to maintain that document, to keep that document in place, they are not throwing it away. They are going to sue the County to keep it where it is. Mr. Strausburg said the point he is trying to make here tonight is that the Executive, while he supports Station 13, and while he agrees with the Chief's Association desire to award that portion of the Station 1 territory to Station 13, understands that he does not have the unilateral authority to make that award. Mr. Dodd said there is another statement that is in another article which says Polidore, who was here, said Station 13 firefighters have a building on Snow Hill Road, have raised X amount of dollars selling chicken dinners, and they are planning to begin serving the community in mid-September. That goes along with the letter stating they will start getting dispatched on September 15. Mr. Joe Holloway addressed Mr. Strausburg stating these guys visit him, they come and talk to him, and they are planning on going in business. Mr. Cannon said Mr. Culver should put out a press release stating that the Station 13 volunteers will not be put into service on September 15, if we really want to eliminate confusion.

Mr. Cannon then said the only other question he has is about the airport. He said he thought they found the perfect solution, as Station 13 could be at the airport. The only thing they had to figure out would be how mutual aid might work or something to that affect. He then asked Mr. Strausburg what happened to the airport idea. Mr. Strausburg said originally he thought that too, and that originally when he brought forward the 2018 budget, the County had \$300,000 in that budget, and one of the ideas they discussed was maybe we could kill two birds with one stone. The shame of this is that there are 45 people who want to provide a service to the public, a very valuable service, and they are not able to find a way to do it. Mr. Strausburg said he does not want to go through the history of what happened with the Station 1 volunteers and the City, but, at a point in time, where it is very difficult to attract volunteers to fire and EMS service, it strikes him as a shame that there are 45 people who want to serve and we cannot find a way for them to serve. He said the thinking was that the County has a unit at the airport and maybe this is a way to get these guys a home, if you will, to start that service. He said of course it did not make it through the budget process, but they learned, as they started having discussions with Piedmont Airlines and American Airlines about extending the operational agreement, that they are not inclined to want ARFF Service covered on a volunteer basis for reasons that they could explain. Mr. Strausburg said he does not want to paraphrase. Mr. Cannon asked, if we worked out a relationship to hire some of these individuals to actually work out of the airport, would that work. He asked are they putting out RFPs because he knows one time he had talked about RFPs. Mr. Strausburg said we have an RFP on the street right now. He said he was hoping he could come to Council, maybe on the 19<sup>th</sup> to discuss that they have been in discussions with American Airlines and with Piedmont. He said he has a fairly good idea of where he thinks American and Piedmont are going to land in terms of the financial arrangements that they would like to see in place. Mr. Strausburg said if he can get that dialed in a little bit tighter, he will probably send an endorsement over to Council to request a work

session before they really ink up a document. He said, as it stands right now, they believe they can generate landing fees that would cover the probable cost of the ARFF Service at the airport. He said they have that RFP either on the street or about to go out on the street. They believe that landing fees will pretty well cover the cost of ARFF, and there are companies out there that do it on a turnkey basis, particularly regional airports. Mr. Cannon asked Mr. Strausburg to do Council a favor and, in the agreement, lease, or whatever the document is going to be, to please make sure that when discussing the compensation for landing fees, the payments, or however it is done, to not make that restricted to Fire Service. He said he understands that they want them to pay landing fees, but to make sure that the document states that they will agree to pay landing fees. He said he does not think the document needs to mention what the money is going to be for in particular, because that can create a problem. Mr. Strausburg said it has to stay within the airport enterprise as the FAA requires that, to which Mr. Cannon said that is fine. Mr. Strausburg asked if Mr. Cannon did not want it tied directly to ARFF, and Mr. Cannon responded, yes. Mr. Strausburg said he can say okay, but it is a matter of negotiation. Mr. Davis then addressed Mr. Strausburg asking when American Airlines and Piedmont Airlines were going to stop providing that service, to which Mr. Strausburg responded the end of November or beginning of December.

Mr. Joe Holloway said, getting back to the Fire Service Agreement for Station 13, in reference to what Mr. Foskey said today, Mr. Polidore and Mr. Cooper visited him at the store one day and they spent a couple of hours talking. He said he told them what he has not seen is an outpouring of support from the neighborhoods in the community for them. He said somebody mentioned that there was some discontent in the neighborhood of Nutters about it. He said he told them that day they have to go out and get support from the neighborhoods. He said that has not happened, from what he has seen. He said what he thinks Mr. Foskey was referencing was that he told them if they are up and running when the next budget comes in, and if there was some way to change the Fire Agreement, maybe the County could fund them. He said he guesses they took that as an insult, but they are not in the budget, so the County did not have any money to give them, and could not do anything anyway. He said it is great that they have 45 people who want to serve, but the trouble is they do not have 45 people coming up here from the neighborhood saying they want the fire company. He said one fellow's wife came up and spoke passionately about it, and he thinks Mr. Foskey's mother came up, who does not even live in the County anymore, but there has not been 45 people in here that are just from neighborhoods in that fire district that are begging for this service. They seem to be happy with what they have. He said he thinks because they are happy with what they have is one of the reasons the Fire Service Agreement was drawn up the way it was. If they had known at the time that there was discontent in those neighborhoods, they would not have agreed to the Fire Service Agreement the way it was, nobody would have. He then asked what happens next with Station 13, does Council have more meetings and they come in here and accuse us of not supporting them? Is somebody out there telling them "Okay you guys, just hang in there, we're gonna get you on board here in another month or two", and that seems to be what is being said out there. Mr. Strausburg said when we take the money out of the equation, the real discussion here has to do with public safety. He said if in fact the addition of this station enhances public safety, then he thinks that is the logical next discussion to have. He said if the Station 13 folks and the Chief's Association would agree to it, he thinks it would be helpful for them to have a work session and educate the County as to how public safety could be enhanced through the addition of an additional station. He said to him, that is the next logical step. Mr. Joe Holloway said that should have been done six months ago. Mr. Strausburg said he is just simply saying, as Mr. Joe Holloway had asked him where we should go from here. He apologized saying he has spent two years of Rick's administration, and a good year and a half of this administration trying to find a way to put together a Fire Service Agreement that would get the County past being at larger heads constantly with the City. He said when he feels he has accomplished

that, when he has spent that amount of time and effort, and when he feels that collectively the community has done a good job of solving a problem, that is a little disheartening. He said if I lost my temper, I apologize for losing my temper. He said we all got a little angry earlier in the meeting. He said then an email he had sent got parsed. Mr. Joe Holloway told Mr. Strausburg to go home and read that email tonight. Mr. Strausburg said he read that email, he wrote it, and he read it several times before hitting send, and he is pretty sure his counterpart understood exactly what he was saying. He said although he participated, and he apologizes, he does not think it is helpful to get into a rhubarb over parsing words in an email when they are talking about something as important as public safety and fire service in the County. He said he guesses that is why he got a little bit agitated. Mr. Joe Holloway said they are always getting these mixed messages. He said they should get away from the email. He said maybe all six or seven of Council misinterpreted that email. He then asked Council if they all interpreted it the way he did. He said the biggest question now is where do we go from here? Mr. Cannon then said he does think they have a good Fire Service Agreement. Mr. Strausburg said, again, we have 45 people who want to serve this County, and they have reasons they want to serve the County. They believe that by serving they can enhance public safety. It is worthwhile sitting down and hearing how they believe they can enhance public safety and whether or not we should consider some further discussion with the City about an amendment to the agreement that would work for the City and the County. Take the money out of it, the County has an opportunity to enhance public safety. Should the County take that opportunity and explore it further? Mr. Joe Holloway said he thinks everyone around here understands the public safety issue. He said he thinks the conversation with the City ought to come next if they are going to get an amendment. Mr. Cannon said there has never been any proof that the service was unsatisfactory to begin with in that district. Mr. Kilmer asked if there are any plans to have Station 13 as a reserve station to be called out, to which Mr. Strausburg responded not right now. He asked the men present from the fire department if they were aware of anything and one gentleman said there is a proposal. Mr. Cannon asked whose proposal it was. Mr. Joe Morris responded saying he is prepared to call a special meeting of the Wicomico County Fire Chief's Association to discuss this issue. Council then asked Mr. Morris to approach the front to speak into the microphone. Mr. Morris continued on saying the issue has been, starting from day one, they have tried to mitigate this problem because it was dropped in their lap. The City Administration of SFD should have taken care of this problem. There is a volunteer fire station that was under the umbrella of the City of Salisbury that, for whatever irreconcilable differences, pulled out from the City of Salisbury. They are still a fire station, and they have been since day one. He said he has been in contact with Maryland, but with all of this stuff that has been on TV, the misinformation, nothing has changed. He said they changed their number for dispatch reasons only. He said they have tried to mitigate this. He said Chief Hoppus said right in their meeting, and the Mayor is welcome to come to any meeting they have, "Whatever the Mayor decides is what we are going with." He said they have tried to get the Mayor to sit down and talk with them. He said they have tried to get information. Nobody here has gone rogue or is trying to be a rebel. He said they are trying to do the same thing Council is sitting up here trying to do, which is to mitigate this issue, come to a close, so they can continue to do what they have done for the County for the last 40 years. Mr. Cannon said he received an email that said the Wicomico County Emergency Services Policy, Procedures and Guideline Manual for Emergency Communications says that a request to change, modify or adjust must be submitted by the chief whose area is to be affected. He said would that not mean that Chief Hoppus would have to make that request? Mr. Morris responded, yes, but he gave up making the request to the Mayor. Mr. Cannon said but even then, over and above Fire Service Agreements and everything else, in the policy and guidelines, in order for this to move forward, Chief Hoppus would have to give his okay. Mr. Morris responded, yes, and he has come to them for things in the past and they have worked things out. He said the issue with the Fire Service Agreement between the City and the County, and the problem with Station 1, which is a City Station on Beaglin Park Drive, is there is no



volunteer agency in that station anymore. The volunteers are coming from 2 and 16 and the career staff. He said they do not have any issue with any of their career people or anything else, but that volunteer fire company pulled out. He said so they are trying to mitigate this and come to a determination. He said the Mayor has refused to sit down and talk to them the way he is sitting here talking to Council now. He said the Mayor has refused to come and answer their questions. Mr. Kilmer said it seems part of the problem is there is this issue where there is this station that is recognized by the Wicomico County Association and the State, but due to the Fire Service Agreement, they do not have any territory, and due to the budget as presented to Council, they do not have any funding, which is kind of unprecedented in the County. Allen, Sharptown, and Westside have territory and they have funding. This station has no territory and no funding because of stuff presented to Council. He asked how do you deal with that? Mr. Morris responded stating they have been trying to give their input, but nobody will come to the table to come to some kind of logical decision and to work together to sit down to mitigate this problem. He said there are 100,000 other things they need to take care of for the County, and they have done that. There are a lot of questions in the County as to why the Fire Chief's Association is doing what they are doing. Mr. Morris said he kind of took that as a compliment because they have done it. They have done it for years. They have mitigated these issues and took care of these issues so Council would not have to deal with them or the City Council for that matter. He said the dispatching and everything is all taken care of by their Advisory Board. They take care of talking to Dave Shipley and the 911 center and they work everything out. Mr. Cannon said this has gone to a whole new level. He said a lot of what you guys have been discussing and reviewing the whole time had been fire stations that are servicing designated towns or municipalities, and this is completely different. He said they are taking an entity and trying to create something. He said he is not saying they cannot handle it, but there are a lot more players now. Mr. Morris said they are creating something out of something that was already established. Under the umbrella of Salisbury, there was 16, 2 and 1. The City set it up that way. He said Council did not do it and he did not do it. They set it up that way so when their volunteer organization decided to pull out, they are their own volunteer organization. Mr. Cannon clarified saying that what he means is that the genesis of all fire stations has come from the need of a municipality or the need of a town. Mr. Morris continued, stating they were already servicing that territory, the entire territory. He said he talked to his Maryland counterpart tonight, and tried to bring her up to speed because she had a lot of questions, and he told her what they were told. They received a list of stipulations from the Mayor in an email of him agreeing that they ran outside of the Bypass. He said when this was brought to the meeting, Lee Smith, Deputy Chief, moved his affiliation from Station 1 to Station 16 when Station 1 pulled out. The Executive got into an argument in the middle of the meeting about Shorebirds Stadium and who was running the Bypass. He asked why were they arguing about something that was not discussed? Mr. Cannon said Council never said it was not discussed. Mr. Morris clarified stating he is not saying that Council said it was not discussed. Mr. Cannon continued stating no one is saying it was not discussed. The matter of whether it was discussed or not, sure it was discussed, but what was signed was completely different than what was discussed. Mr. Morris said what he is saying is that the territory was originally assigned to Station 1 under the auspices of the City of Salisbury. Mr. Kilmer clarified, which territory, the territory outside the Bypass? Mr. Morris said the entire territory. There is City territory and County territory. He said all they were talking about was County territory, there are no ifs, ands or buts. He said the Beaglin Park Drive station for the City was brought to them and is right across from Parkside High School. He said, of course, they are not going to do that. They are all logical-thinking public servants who are here for public safety. He said but then it was proposed to them the Bypass and everything outside the Bypass, but that divides Company No. 1's territory, the original territory, right in half. He said but these are the same guys doing it in January, and now they are not good enough to do it. He said he understands the rivalry between career and volunteer. There is a little bit of rivalry there, but it is not a deep-seated hatred. He said he does not

want that to happen in Wicomico County, and it is starting to happen. Mr. Kilmer said part of the problem is that it was discussed, and he believes Mr. Morris said that it was. He said, in the Fire Service Agreement that was signed, they heard here that there was no division of territory. He said that binds the County and the City, and so that kind of supersedes any previous discussions that went on. Mr. Kilmer said he is as confused as anybody here, and he is just trying to figure it out. Mr. Morris said he has an email from Jake Day that was handed to him by his Vice President. It is written to Mr. Weston. "Thanks for sharing the draft letter this morning. Here are the additional details of what we discussed. I think this is about it. 1. Introductory language about this is what the Executive and the Mayor agreed to in seeking the agreement of the Radio Committee Chief's Association. 2. Territory reference map follows the bounds of the municipal boundary when such areas exist outside of the described area and keeps all of the territory west of Hobbs Road from Route 50 to the Bypass and then follows the inside of the Bypass. This conforms with the map that we drew the Sunday Bob, Wayne, Julia, and I met and the map scanned on the day of the press conference. 3. This is new and has not been discussed, but it is a concern that has come up several times. City rescue squad will be the first dispatched to all MVCs on the Bypass along with the new station until they have stood up as a rescue unit; not a deal breaker for me, but is worth considering until they have this capacity. 4. No new station or substation inside the City Fire District for the new station. Their footprint needs to be in their territory." Mr. Morris stopped reading the email to ask what is Station 2 going to do? He said they are looking at this as a forward-thinking thing. He continued to read the email. "The City will keep Station 1. No renumbering of capital equipment, builds, etc. The new station may be numbered however they prefer. The new station will not use the phrase Salisbury Fire Company or Salisbury Fire Department." Mr. Morris said that is in their chart, that is legal and he does not have anything to do with that. Mr. Cannon said these are all thoughts in process, as that was not what was finally decided upon. Mr. Kilmer asked when that email was dated and if it was the end of April. Mr. Morris said April 25, 2017. Mr. Kilmer said the Fire Service Agreement was signed April 4 or 5. Mr. Morris confirmed this email is after the agreement was signed. Mr. Kilmer said it is after it so that is talking about a possible amendment. Mr. Morris said that is what they are saying. Even after this was agreed to, they had this presented to them. He said they are rolling along with this. Mr. Cannon said somehow it fell apart so it is inconsequential at this stage, because whatever the discussions were, whatever the plans were, they fell apart. Mr. Morris said they fell apart due to the lack of cooperation of the City of Salisbury. Mr. Joe Holloway addressed Mr. Morris stating Council had asked him to come up to the table to talk about the possible support company and he had said that was being discussed. Mr. Morris said it will be discussed. He said he has to call a special meeting and they are willing to run mutual aid to everybody. He said Chief Hoppes sent an email to the EOC saying he was not going to accept any mutual aid from this Company 13. He said the County is getting ready to pay him \$950,000 for covering County territory. The surrounding stations have never told the City of Salisbury they would not come in and help them at any given point in time. He said they are doing it on a daily basis. He said these are things that can be worked out and they can be done, but they needed direction too. The direction that they were going with was that on September 15, Station 13 was going to come on line. Mr. Kilmer said apparently that was never going to happen, as that is the word they have here tonight. Mr. Morris said that is what he had heard. Mr. Kilmer asked if someone had told him that, to which Mr. Morris responded, yes. Mr. Joe Holloway asked by who? Why don't you tell Council? Mr. Morris responded saying the County Executive. Mr. Joe Holloway said that was what he was getting ready to ask him. He said they do not have any funding, they do not have any area, and they do not have a firehouse for the fellows. They are being told they are going to go in business September 15, Mr. Morris just said that. He said the question is, who keeps making these promises? Mr. Morris said they have a station. They are having their two engines inspected and John Bartow contacted him to inspect their engines. He said their Committee Chairman who oversees the ambulance business for the County, ALS and BLS, was at the meeting, but he elected not to speak tonight. He said in order for their

ambulance to come on line, they have to say yes. Mr. Joe Holloway then asked if the Chief's Association had been told by the County Executive that they were going to go into operation on the 15<sup>th</sup>? Mr. Morris responded stating the impression they had was the 15<sup>th</sup> was the deadline; there was a deadline sooner. There were some questions that came up. He said, as they were progressing, he said September 15, but they were not going to continue because they had things they had to do. Mr. Kilmer asked Mr. Morris if all the stuff he was hearing tonight was new to him. Mr. Kilmer said it was new to him, this stuff being told about the legal issues. Mr. Morris said the legal issue, the way the County Firemen's Association looks at it, is that Jake Day has decided he is not going to distribute the 508 money like he is supposed to. Mr. Joe Holloway asked, for the benefit of everybody, what is the 508 money and how come he gets to distribute it? Mr. Morris asked if he could let his Vice President answer that question. Mr. Marty Skarson approached the podium and introduced himself. He said the 508 money is the AMOS funds that are provided by the State of Maryland to municipalities, to the counties, that it is pass-through money. He said it is given to the County and the County holds onto it until it is able to be released to the fire companies as long as everybody meets all the criteria. As of this point in time, Salisbury has not completed everything that they are supposed to complete in order to provide the money to the companies, and there is a question on how much money that is going to be. He said because the City has deemed they want a larger share of it, from what he understands. Mr. Joe Holloway said he had said it is released to the County. Mr. Skarson clarified stating the State gives it to the County, and the County holds it until they can release it to the fire companies. Mr. Joe Holloway asked Mr. Skarson why he is saying that the Mayor will not give it to the fire companies, but then is saying the County is who has it. Mr. Skarson said that is correct, but they cannot give it out until all the entities meet the criteria. It can only be given out all at one time. He said all of the recipients have to meet the criteria. Mr. Strausburg explained stating it is federal funding that passes through the State to the County. The municipalities have typically waived receiving any share of the AMOS funds. The AMOS funds have typically been divided amongst the 14 companies on an equal basis. This year there is an issue with the City not agreeing to that formula. He said he had asked Dawn Parks to speak with Paul Wilber. He said their working solution on that is to really take that portion that would go to the City volunteer companies, sequester it, and distribute the rest of the money to the volunteer companies. Mr. Joe Holloway clarified it is actually not the Mayor holding it up. He is holding up the process, but he is not holding up the money. He does not give the money out to the outlying areas. Mr. Strausburg responded no, it is a pass through from the Federal Government. Mr. Morris said let me clarify that there are several fire companies that are not in municipalities so there is no way they can sign off on that money to be distributed because they do not have a municipality to sign off on. He said they were told that the Mayor was not going to sign off on his portion for the municipality of the City of Salisbury, which holds everybody else up.

Mr. Colegrove, in the audience, asked to speak. He introduced himself saying his name is Aaron Colegrove, and he is the President of the Salisbury Career Firefighters Association. He said he respects the whole concept of the volunteers, the new station, and so on and so forth. He said, however, their building is on Snow Hill Road that they are going to be running out of apparently. In order to go to the territory that the County is talking about them taking over, they already cover that 24 hours a day, 7 days a week, 365 days a year. He said there is no better coverage than a staffed firehouse 24 hours a day. He said so now they are going to drive from Snow Hill Road if they are there. If they are not, they are not going to respond, so his company is still going to respond anyway. He said so the County is talking about spending about \$400,000, which was the estimate for a new company. He said they run 130 calls from that new territory the County is talking about trying to take over outside the Bypass. He said that is averaging \$3,138.46 per call. He said that is crazy. He said right now the Salisbury Fire Department, their jurisdiction, covers about 5,200 calls in the County. If the County is giving them

\$950,000 per that agreement, the County is averaging \$182.69 per call. He said to him, this is obvious. He said he does not understand. There are ten other companies in this County. Why is the County bringing a new one in to cover a small area at a price tag that high when it is already being covered 24 hours a day, 7 days a week, with guaranteed coverage?

Mr. Dodd asked Mr. Strausburg if he could ask one question quickly just to confirm something. He said he has been told numerous times that there are two employees the County is paying for as firefighters at the airport and he asked if this was true. Mr. Strausburg answered stating he thinks they have two people from Wallops Island who do live in the County who are providing backup for ARFF. Mr. Strausburg said the reason for that is because, as the Piedmont mechanics got rotated out to other airports and other assignments, they were running short on the number of respondents that were needed to cover all the shifts, so he does believe there are two people who are fire trained at Wallops who live in the County. Mr. Dodd said he had heard that but it had not come from Mr. Strausburg so we as a Council did not know there were employees at the airport. Mr. Strausburg said they covered it under the airport budget. There was no further discussion.

  
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John T. Cannon, President

  
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Larry W. Dodd, Vice President, District 3

  
\_\_\_\_\_  
Ernest F. Davis, District 1

  
\_\_\_\_\_  
Marc Kilmer, District 2

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Absent  
John B. Hall, District 4

  
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Joe Holloway, District 5

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Absent  
Matthew Holloway, At-Large

  
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Laura Hurley, Council Administrator