

RESOLUTION NO. 2903

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OWNER OF 500 RIVERSIDE DRIVE TO ALLOW THE OWNER TO USE SOIL LOCATED AT THE CITY'S WASTEWATER TREATMENT PLANT.

WHEREAS, the City seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, 500 Riverside Drive is located in these areas and is currently undeveloped; and

WHEREAS, the purpose of this agreement is to share resources to assist in the development of this parcel; and

WHEREAS, this parcel requires a considerable amount of soil in order to construct any buildings; and

WHEREAS, the City has excess stockpiled soil at the Wastewater Treatment Plant; and

WHEREAS, the City desires to enter into the attached Memorandum of Understanding to specify the requirements for the owner/developer to have access to the City's stockpiled soil.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor is authorized to sign and enter into the attached Memorandum of Understanding with the Owner of 500 Riverside Drive.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on January 14, 2019 and is to become effective immediately upon adoption.

ATTEST:



Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

15th day of JANUARY, 2019



Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Andy Kitzrow, Deputy City Administrator
Date: November 28, 2018
Re: Resolution – 500 Riverside Drive MOU for soils

Attached is a Memorandum of Understanding between the City and the developers of 500 Riverside Drive for the City to provide excess soil to the developers. A soil stockpile was created from the construction at the Wastewater Treatment Plant. The soil is not needed at the WWTP. The soil would provide benefit to the development of 500 Riverside Drive since significant fill is needed to raise the site. Since the City seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone, we recommended providing excess fill to the developers of 500 Riverside Drive per the terms of the MOU.

The soil stockpile may also be used by the City for our own purposes. Any soil remaining could be offered to other developers and projects as appropriate.

Unless you or the Mayor has further questions, please forward a copy of this memo, Resolution and MOU to the City Council.

AGREEMENT

AN AGREEMENT BETWEEN THE "PARTIES"; THE OWNER OF 500 RIVERSIDE DRIVE, "DEVELOPER", AND THE CITY OF SALISBURY, "CITY";

WHEREAS, CITY seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, to support the redevelopment of said areas, CITY has made available soil located at the Wastewater Treatment Plant at no charge to be used exclusively at the property described herein as 500 Riverside Drive in Salisbury, Maryland.

NOW, THEREFORE, DEVELOPER agrees to all of the provisions set forth herein for use of the soil.

DEVELOPER will load on site, and transport the soil to be used exclusively at the property described herein.

DEVELOPER will utilize his own equipment to load and transport the soil.

DEVELOPER may leave equipment at the WWTP at his own risk.

DEVELOPER may access the soil stockpile at the WWTP between the hours of 8 am and 3 pm on weekdays only.

DEVELOPER will adhere to all regulations governing sediment and erosion control measures.

DEVELOPER will begin soil pickup no later than April 1, 2019, will check-in each day with City personnel at the gate, and will record each load removed and the amount of soil removed.

DEVELOPER will complete soil transport and commence site work no later than July 1, 2019.

DEVELOPER will obtain a certificate of occupancy no later than September 30, 2020.

Failure to meet the prescribed timeline may result in a charge for the soil at a cost of \$65 per square yard, payable to the City of Salisbury no later than 30 days after missing any one or more of the deadlines.

DEVELOPER takes and accepts all soil "AS IS." CITY makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the soil provided, including any environmental representations or guarantees of any kind that the soil is adequate for DEVELOPER'S needs. DEVELOPER is not entitled to any payment for any losses or damages tied in any way to the soil.

DEVELOPER shall indemnify, defend and save harmless CITY and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way

connected with any injury to any person or damage to any property or any loss to CITY or third parties occasioned in any way with the soil, including by hazardous substances originating or tied to the soil or its use by DEVELOPER. This indemnity specifically includes the obligation of DEVELOPER to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon. DEVELOPER shall perform all such work in its own name in accordance with applicable law, as herein defined.

The PARTIES may terminate this agreement at any time by providing written notice of said termination.

If terminated by DEVELOPER, DEVELOPER will pay City for all soils removed.

NOW, THEREFORE, BE IT RESOLVED that the PARTIES agree to the above provisions of Memorandum of Understanding.

ATTEST:

500 Riverside Drive

City of Salisbury

Imad Abu Ahmedah

Date

Jacob R. Day
Mayor

Date