

RESOLUTION NO. 3032

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH WICOMICO COUNTY TO PROVIDE MUNICIPAL WATER SERVICE TO THE SALISBURY-OCEAN CITY-WICOMICO REGIONAL AIRPORT.

WHEREAS, the Salisbury-Ocean City-Wicomico Regional Airport seeks to obtain municipal water service to expand their operations and attract industry associated with the Airport; and

WHEREAS, the Council of the City of Salisbury supports the extension of municipal water service to the Salisbury-Ocean City-Wicomico Regional Airport; and

WHEREAS, Wicomico County has contracted for the design and construction of the water system to serve the Airport; and

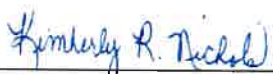
WHEREAS, Wicomico County has secured funding and is responsible to pay the loan associated with the construction of the water system; and

WHEREAS, the attached Agreement defines the responsibilities of each party in regard to the water system.


NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Agreement with Wicomico County to provide water service to the Airport, in accordance with the terms contained in the attached Agreement and such other terms negotiated and approved by the City Solicitor.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on May 11, 2020 and is to become effective immediately upon adoption.

ATTEST:

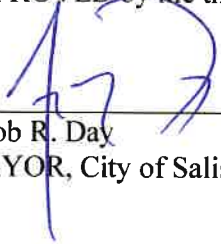


Kimberly R. Nichols
CITY CLERK



John R. Heath
PRESIDENT, City Council

APPROVED by me this 29th day of MAY, 2020



Jacob R. Day
MAYOR, City of Salisbury

AIRPORT WATER SYSTEM AGREEMENT

THIS AGREEMENT, made and executed in duplicate, this ____ day of _____, 2020, by and between the CITY OF SALISBURY, a municipal corporation of the State of Maryland (hereinafter referred to as "City") and WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (hereinafter referred to as "County"), to wit:

WHEREAS, the County has requested that the City provide water service to property owned by the County known as the Salisbury- Ocean City-Wicomico Regional Airport (hereinafter referred to as "Airport"); and

WHEREAS, a water system will be constructed to the Airport and connected to the water system of the City, including the water treatment plants, water towers, pump stations, and related infrastructure.

NOW, THEREFORE, WITNESSETH that for and consideration of the covenants, agreements, and payments hereinafter set forth, City and County agree as follows:

1. Construction: The County will construct a water system from the current terminus of the City water system on Walston Switch Road to and onto the Airport ("Airport Water System"). The facilities will be constructed in accordance with City of Salisbury standard specifications and details. Upon approval of this Agreement, the water system construction plans and specifications will be reviewed by the City. After the City's technical comments are addressed in writing by the County and any necessary modifications are made, the plans shall be approved in writing by the City Director of the Infrastructure and Development Department prior to construction commencing.

Following construction and startup of the water system, reproducible, as-built drawings, specifications, and operations/maintenance manuals shall be provided to the City Department of Infrastructure and Development. Any changes that arise during construction will be submitted to the City Department of Infrastructure and Development for review and approval before construction. The Airport Water System will be connected to the City's existing water system at the eight-inch (8") gate valve located on the West side of Walston Switch Road adjoining the Choptank Electric property.

The County will bear the entire cost of design, permitting, construction, administration, inspection and startup of the Airport Water System. The County will hire a third party inspection company to provide contract administration and one (1) full time inspector. The inspector shall be onsite at all times that the contractor is performing work. The City shall be invited to attend the preconstruction meeting, the final inspection walk through and all progress meetings. The City shall receive copies of the inspector's weekly reports and all meeting minutes. The City shall review any "or equal" product substitutions prior to the County providing a response on the submittal.

2. Area to be Served:

- (a) The area to be served will be limited at all times to the County-owned land known as the Airport, as more fully shown and designated on the attached sketch plat (Exhibit "A").

The new water main is denoted as a denied access line by the State of Maryland. Neither the County nor the City have the authority to expand the area to be served.

(b) If the State of Maryland allows the area to be served to be expanded in the future, then any privately owned land shall be annexed into the City, and a private landowner shall be required to reimburse the County for a proportionate share of the construction Airport Water System cost based upon the number of equivalent dwelling units approved for the private landowner per the Facility Fee provisions in the City Municipal Code.

3. Cooperation during Construction: City and County shall cooperate to achieve an efficient and effective construction and startup of the water system.
4. City Operation, Maintenance and Ownership of Airport Water System: Upon completion of construction, connection to the City's water system, and acceptance by the City, operation, maintenance and repair of the Airport Water System shall be the responsibility of the City. The Airport Water System includes all public water distribution pipelines, valves, fittings, hydrants, meters and meter pits, in addition to a Chlorine Booster Station and all associated appurtenances. During maintenance and repair of the Airport Water System, the City shall restore roads, curbs, gutters or sidewalks per Wicomico County Construction Standards unless said areas have been annexed into City Limits whereupon City Construction Standards shall apply.

The Airport Water System will be owned by the City after the County pays all outstanding loans or other financial obligations related to the Airport Water System. Thereafter, upon the payment of One Dollars (\$1.00), ownership of the Airport Water System shall be conveyed to the City by appropriate documentation.

5. Connections to the Airport Water System: All connections to the Airport Water System shall be subject to the provisions and requirements of the City Plumbing Code, as amended from time to time.
6. Water Meters: County shall construct meter pits for new water services at the time of construction. The City shall purchase and install the water meters for new water services after receipt of payment from the County based on the size and number of water meters. After completion of construction, meter pits will be installed by the contractor that installs the new water service for the connection to the water line. The City will charge a meter setting fee and then will purchase and install the water meter, pursuant to current City procedures.
7. Water System Billing: The County, its tenants and lessees, shall pay to the City the following charges in connection with the Airport Water System service:
 - a. Water service charges will be billed at the City's annual rates established by Ordinance per the "Metered Water Charges – Wor-Wic Community College and Urban Service District Rates" schedule, as amended periodically.
 - b. If the Airport is annexed into the City pursuant to the terms of the Pre-Annexation Covenant and Agreement attached hereto as Exhibit "B", the County will pay water

service charges billed at the City's annual rates established by Ordinance per the "Metered Water Charges – In City Rates" schedule, as amended periodically.

- c. At the time of connection of each structure to the water meter, a connection charge in accordance with the City fee at the time of the connection shall be paid to the City. Any additional labor or materials for the water meter connection to the building will be paid by the County, its tenants and lessees.
- d. The County shall pay the following connection charge fees to the City:
 - i. City Capacity Fees per EDU (Equivalent Dwelling Unit) pursuant to the City Ordinance at the time of the connection.
 - ii. City Facility Fees per EDU (Equivalent Dwelling Unit) pursuant to City Code at the time of the connection.
 - iii. Inspection Fees – The City will waive inspection fees, since the County will hire a third-party inspector.
 - iv. Water Meter Setting fees – to be determined based on the number and size of meters, pursuant to the City Ordinance at the time of the connection.
- e. County and City shall make available to each other, at all reasonable times, the supporting data related to the MWQFA loan, billing, operation, repair, and maintenance costs of the Airport Water System.

8. Maryland Water Quality Financing Administration (MWQFA) Loan:

Payments associated with the Maryland Water Quality Financing Administration Loan are the sole responsibility of the County.

9. Water and Sewer Easements: As part of the consideration for the Agreement, the County agrees to grant water and/or sewer utility easements to the City as described and shown on utility easement plats prepared by Solutions IPEM for the Airport Water System (attached hereto as Exhibit "C"). A permanent ten foot (10') utility easement, extending a minimum of five feet (5') on each side from centerline of the water utility, shall be provided for all water utility as shown on the Salisbury Regional Airport Water Main Extension Plans prepared by George, Miles & Buhr, LLC (attached hereto as Exhibit "D"). In areas where both sewer and water infrastructure run parallel, a permanent twenty foot (20') utility easement shall be provided, extending a minimum of five feet (5') on each side of the centerline of the water or sewer utility. A permanent utility easement shall be provided for the Chlorine Booster station and for the sewer pump station located adjacent to Airport Road. All easement areas are more fully shown and designated on the aforementioned easement plats.
10. City Plumbing Code: The County agrees the provisions and requirements of the City Plumbing Code, as periodically amended, shall be enforced by the City. The County, its tenants and lessees, shall permit plumbing inspections by the City at the Airport.
11. Fire Protection: Public hydrant flow shall supply a minimum of 500 gallons per minute while maintaining a minimum of 20 psi throughout the Airport Water System. Fire suppression

systems associated with new and existing structures may require additional storage and booster systems sized by a third-party Fire Protection Engineer dependent on the use and size of the structure.

12. Flushing of Water Mains: The new Airport Water System is a dead end and will require constant flushing to maintain adequate water quality. The County shall install a water meter near the terminus of the new water main and shall pay on a quarterly basis for the water used during routine flushing.
13. Severability: If a court finds any term of this Agreement to be invalid, the remaining terms will be unaffected and construed as if the Agreement did not contain the invalid term.
14. Amendments: All amendments of this Agreement must be in writing and signed by all parties.
15. Applicable Law: This Agreement is governed by the laws of the State of Maryland.
16. Entire Agreement: This Agreement is the entire agreement between the parties and supersedes all earlier related communications.

AS WITNESS the signature of Jacob Day, Mayor of the City of Salisbury, and the signature of Bob Culver, Executive of Wicomico County, Maryland, the day and year first above written.

ATTEST



CITY OF SALISBURY

By  (SEAL)
Jacob Day, Mayor

WICOMICO COUNTY, MARYLAND

By _____ (SEAL)
Bob Culver, Executive

APPROVED BY RESOLUTION OF THE WICOMICO COUNTY COUNCIL dated _____, 2020.

Larry Dodd, Council President

APPROVED BY RESOLUTION OF THE CITY OF SALISBURY COUNCIL this 11 day of May, 2020.



Jack Heath, Council President