

RESOLUTION NO. 1651

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR OF SALISBURY TO SIGN A WATER SUPPLY AGREEMENT WITH THE CITY OF FRUITLAND, MARYLAND FOR THE CONSTRUCTION OF AN EMERGENCY WATER SUPPLY CONNECTION BETWEEN THE MUNICIPALITIES.

WHEREAS, the Salisbury City Council recognizes the need for a water connection between the City of Salisbury and the City of Fruitland to provide water services to one another in the event of an emergency; and

WHEREAS, the Fruitland City Council recognizes the need for a water connection between the municipalities and is willing to reimburse the City of Salisbury up to \$225,000.00 of the construction cost of the water supply connection; and

WHEREAS, Salisbury Public Works has designed an emergency water connection (City Contract No.8-08-W) between the two municipalities and created a Water Supply Agreement that will govern the cost and use of the water supply connection; and

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council authorizes the Mayor to sign a Water Supply Agreement whereby the City agrees to award and construct contract 8-08-W under the terms of the Water Supply Agreement which includes a condition that the cost of the project will not exceed \$450,000.00 and will be shared equally between both municipalities.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on \_\_\_\_ day of \_\_\_\_\_, 2008 and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Brenda J. Colegrove  
CITY CLERK

\_\_\_\_\_  
Louise Smith  
PRESIDENT, City Council

APPROVED BY ME THIS:

\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Barrie P. Tilghman  
MAYOR, City of Salisbury

WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008,

BETWEEN:

CITY OF SALISBURY, a Maryland municipal corporation, of Salisbury, Wicomico County, Maryland, hereinafter called the “City of Salisbury”,

AND

CITY OF FRUITLAND, A Maryland municipal corporation, of Fruitland, Wicomico County, Maryland, hereinafter called the “City of Fruitland”,

WITNESSETH

WHEREAS, the City of Salisbury is engaged in the corporate enterprise of providing and supplying water to consumers thereof within and throughout the corporate limits of the municipality known as Salisbury, in Wicomico County, Maryland, at rates approved by the City of Salisbury, by and through a water plant and water distribution system owned and operated by the City of Salisbury; and

WHEREAS, the City of Fruitland is engaged in the corporate enterprise of providing and supplying water to consumers thereof within and throughout the corporate limits of the municipality known as Fruitland, in Wicomico County, Maryland, at rates

approved by the City of Fruitland, by and through a water plant and water distribution system owned and operated by the City of Fruitland; and

WHEREAS, the municipal corporate limits of the City of Salisbury, on the one part, and the municipal corporate limits of the City of Fruitland, on the other part, as aforementioned, lie immediately adjacent one unto the other; and

WHEREAS, an emergency may arise, from time to time, either within the municipal corporate limits of the City of Salisbury, on the one part, or within the municipal corporate limits of the City of Fruitland, on the other part, whereby either the City of Salisbury, on the one part, or the City of Fruitland, on the other part, is unable to furnish and provide an adequate water supply through its own water plant and water distribution system to meet the demand therefore, either within the municipal corporate limits of the City of Salisbury, on the one part, or within the municipal corporate limits of the City of Fruitland, on the other part, as the case may be, throughout the duration of any such emergency, aforementioned; and

THEREFORE,

The City of Salisbury and City of Fruitland for and in consideration of the foregoing premises, and the mutual promises covenants and agreements hereinafter more particularly set forth, and the mutual performance thereof at the times and in the manner hereinafter more particularly stated, do hereby mutually promise, covenant and agree by and on behalf of themselves, and their respective successors and assigns, as the case may be, as follows:

(1) So long as this present Water Supply Agreement remains in force and effect, the City of Salisbury will furnish and provide the City of Fruitland with a supplemental supply of water from the water plant and water distribution system of the City of Salisbury which the City of Fruitland may then reasonably require, from time to time, and which the City of Salisbury can then reasonably furnish and provide, throughout the duration of any emergency which may hereafter arise within the present municipal corporate limits of the City of Fruitland or as such municipal corporate limits may hereafter be altered, enlarged or diminished under Maryland Law, together with service areas outside the corporate limits.

(2) So long as this present Water Supply Agreement remains in force and effect, the City of Fruitland will furnish and provide the City of Salisbury with a supplemental supply of water from the water plant and water distribution system of the City of Fruitland which the City of Salisbury may then reasonably require, from time to time, and which the City of Fruitland can then reasonably furnish and provide, throughout the duration of any emergency which may hereafter arise within the present municipal corporate limits of the City of Salisbury or as such municipal corporate limits may hereafter be altered, enlarged or diminished under Maryland Law together with service areas outside the corporate limits.

(3) For the purposes of this present Water Supply Agreement, an “emergency” shall be construed to mean any abnormal circumstance which may arise in the operation of the water plant and water distribution system of either the City of Salisbury or the City of Fruitland, as the case may be, or any abnormal temporary demand for a supply of water within the municipal corporate limits of the City of Salisbury or the municipal

corporate limits of the City of Fruitland, as the case may be, whereby the City of Salisbury or the City of Fruitland, together with service areas outside the corporate limits, respectively, is thereby rendered incapable of meeting the demand upon its own water plant and water distribution system for that supply of water which may then be reasonably required within the municipal corporate limits of the City of Salisbury or the municipal corporate limits of the City of Fruitland, or as such municipal corporate limits may hereafter be altered, enlarged or diminished under Maryland Law, as the case may be.

(4) Any such supplemental supply of water which the City of Salisbury may hereafter be required to furnish and provide unto the City of Fruitland, or which the City of Fruitland may hereafter be required to furnish and provide unto the City of Salisbury, from time to time, as aforementioned, shall be furnished and provided by the one unto the other, at a water delivery site located within the municipal corporate of the City of Salisbury, either adjacent or in close proximity to the common boundary line between the municipal corporate limits of the City of Salisbury and the municipal corporate limits of the City of Fruitland. The water delivery site, aforementioned, shall be improved with one water meter vault, equipped with one bi-directional eight-inch (8") water meters, water connections, water valves and other appurtenances, which may be required to connect and measure all water flowing from the water distribution system of the City of Salisbury into the water distribution system of the City of Fruitland, on the one part, as well as all water flowing from the water distribution system of the City of Fruitland into the water distribution system of the City of Salisbury, on the other part, as the case may be. Such water meter vault, meters, connections, valves and other appurtenances, as

aforementioned, shall be designed by and installed pursuant to the plans and specifications therefore.

(5) All reasonable costs and expenses which may be incurred for the acquisition of such water delivery site, as well as for the construction, installation, maintenance and replacement of the water meter vault, meters, connections, valves and other appurtenances, as aforementioned, shall be borne equally by the City of Salisbury and the City of Fruitland: PROVIDED, that the total costs and expenses of the initial acquisition, construction and installation thereof shall in no event exceed

Four Hundred and Fifty Thousand Dollars (\$450,000.00), without the prior written approval of the City of Salisbury Director of Public Works and the City of Fruitland Utilities Director.

(6) Whenever the City of Salisbury or the City of Fruitland is confronted with an emergency caused by fire, requiring a supplemental supply of water from the water plant and water distribution system of the other, the one requiring such supplemental supply of water shall be entitled to obtain the same through the water delivery site, by activating the water delivery equipment thereof and shall immediately notify the other of any such emergency caused by any such fire, as aforementioned. It is recognized that either party may deny emergency supplemental water should its own water distribution or treatment system be in a state of emergency or unable to provide water to its own residents.

(7) Whenever the City of Salisbury or the City of Fruitland is confronted with any other emergency (aside from fire) caused by an abnormal circumstance in the operation of its water plant and water distribution system, or any abnormal temporary demand for a supply of water within the municipal corporate limits of the City of Salisbury, or the

municipal corporate limits of the City of Fruitland, together with service areas outside the corporate limits, as the case may be, and which other emergency requires a supplemental supply of water from the water plant and water distribution system or the other, the one requiring such supplemental supply of water shall only be entitled to obtain the same through the water delivery site, under the following conditions, viz:

(a) The recipient of such supplemental supply of water shall first notify the designated official, or an alternate official of the supplier thereof, either personally or by telephone, followed by facsimile or email notification, of the existence of any such emergency, the nature thereof, and the anticipated duration thereof;

(b) If no such designated official, or alternate official of the supplier can reasonably be notified personally or by telephone, as aforementioned, then and in such an event, the recipient of such supplemental supply of water shall give written notice of the existence of any such emergency, the nature thereof, and the anticipated duration thereof to the supplier by facsimile or email notification;

(c) After giving any such notice personally, or by telephone, or by facsimile or email, as aforesaid, the recipient of any such supplemental supply of water shall thereafter wait for a period of no less than thirty (30) minutes, except for a fire emergency, before activating the water delivery equipment at the water delivery site, aforementioned;

(d) For all circumstances, neither party shall receive a quantity of supplemental water that will cause the water pressure on the supply side to fall below twenty pounds per square inch (20psi).

(8) Except in an emergency caused by fire, as aforementioned, the supplier of any such supplemental supply of water, after a prompt and reasonable investigation of any such other emergency noticed by the recipient, as aforesaid, may deactivate (subject to the informal arbitration provision set forth herein) the same for the reason a) that no such emergency exists for the activation thereof, or b) that such emergency has ended, or c) that the supplier cannot then reasonably furnish and provide such supplemental supply of water unto the recipient. In any such an event, should the City of Salisbury and the City of Fruitland be unable to agree either upon the existence of any such emergency, the disagreement shall forthwith be submitted to the Wicomico County Public Works Director, or his designated representative, for prompt and speedy informal arbitration. In the event of informal arbitration of any such disagreement, the decision of the Wicomico County Director of Public Works, or his or her designated representative, shall be final. Both the City of Salisbury and City of Fruitland shall cooperate to permit arbitration at the earliest possible date. The City of Salisbury and City of Fruitland intend that the informal arbitration occur in one day, or less, with minimal written documentation.

In the event an emergency lasts longer than ninety (90) days, the parties agree to negotiate a separate agreement for that specific emergency event.

(9) The bi-directional water meter maintained at the water delivery site, aforementioned, measuring the supplemental supply of water flowing from the water plant and water distribution system of the City of Salisbury into the water distribution system of the City of Fruitland, as well as the supplemental supply of water flowing from the water plant and water distribution system of the City of Fruitland into the water distribution system of the City of Salisbury, as the case may be, shall each be mutually

read by the appropriate officials of the City of Salisbury and the City of Fruitland, at the end of each quarter-annual period ending on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>, respectively, of each calendar year, and the lesser reading for each such quarter-annual period shall be subtracted from the greater reading for each such quarter-annual period. Thereupon, the recipient of the greater supply of water for each such quarter-annual period shall pay the supplier thereof for the difference between the lesser and the greater, aforementioned, at the quarter-annual service rate established therefore by the City of Fruitland and the City of Salisbury, from time to time, for:

ITEM

QUARTER-ANNUAL RATE

Excess use charge, per Meter  
Service Connection

(Service charge per 1000 gallons)

(10) For the purpose of personal notice or notice by telephone, in pursuance of this present Water Supply Agreement, the present names, addresses and telephone numbers of the designated officials and alternate officials of the City of Salisbury and the City of Fruitland, respectively, are as follows:

City of Salisbury - City Administrator, or  
Department of Public Works - Director  
125 Division Street  
Salisbury, Maryland 21801  
Telephone No. (410) 548 – 3170 Fax No: (410) 548 – 3107

City of Fruitland – Utilities Director  
Address: 401 East Main Street,  
Fruitland, Maryland 21826  
Telephone No. (443) 497 - 1067 Fax No. (410) 548 - 4354

It shall be the duty of the City of Salisbury and the City of Fruitland, respectively, to keep current the respective designated officials, alternate officials, and designated locations, respectively, by written notice of any changes therein unto the other.

(11) This present Water Supply Agreement shall become effective and binding upon the City of Salisbury and the City of Fruitland, respectively, after the City of Fruitland has secured the approval of the City Council, and the City of Salisbury has secured the approval of the Mayor and City Council.

(12) Notwithstanding any or all of the foregoing provisions this Water Supply Agreement may be finally terminated by either party hereto by serving upon the other party hereto a written Notice of Termination at least three (3) calendar months prior to

the Date of Termination specified in such written Notice of Termination. Any such Notice of Termination may be served by the party given the same, by forwarding such notice unto the other party hereto, by Certified Mail, Return Receipt Requested, and addressed to the other party hereto at the address thereof appearing upon this Water Supply Agreement, and the date appearing upon the Receipt of Certified Mail by the United States Postal Service shall be construed to be the date of service thereof.

(13) This present Water Supply Agreement shall be executed in quintuplicate, and any such executed copy thereof shall be considered and construed as and for an original.

IN WITNESS WHEREOF, the City of Salisbury has caused these present to be signed by the Mayor, and its municipal seal to be by him or her hereunto affixed, attested by the City Clerk, and the City of Fruitland has caused these presents to be signed by its \_\_\_\_\_, and its \_\_\_\_\_ to be by him or her hereunto affixed, attested by its \_\_\_\_\_, all as of the day and year first above written.

TEST:

CITY OF SALISBURY

\_\_\_\_\_  
Brenda J. Colegrove, City Clerk

\_\_\_\_\_(SEAL)  
By: Barrie P. Tilghman, Mayor

CITY OF FRUITLAND

\_\_\_\_\_  
Joyce E. Crouch, City Clerk

\_\_\_\_\_(SEAL)  
By: Gregory J. Olinde, Council President