

1 **..Title**

2 **Samaritan House, Inc. Water Connection Fees Waiver** - For the purpose of extending City
3 water service to the Samaritan House Campus for Recovery Facility; waiving any water
4 connection fees; and matters generally relating to said water connection waiver of fees.

5 **..Body**

6 **CITY COUNCIL OF THE**
7 **City of Annapolis**

8
9 **Resolution 20-16**

10
11 **Introduced by: Mayor Pantelides and Alderwoman Finlayson**

12
13 **Referred to**

14 **Finance Committee**

15 **Economic Matters Committee**

16
17 **A RESOLUTION** concerning

18
19 **Samaritan House, Inc. Water Connection Fees Waiver**

20
21 **FOR** the purpose of extending City water service to the Samaritan House Campus for
22 Recovery Facility; waiving any water connection fees; and matters generally relating to
23 said water connection waiver of fees.

24
25 **WHEREAS,** the City Council recognizes that heroin, substance abuse and drug addiction is a
26 mounting problem in Annapolis and that there is an urgent need for construction
27 of additional facilities to provide addiction and related services; and

28
29 **WHEREAS,** Samaritan House, Inc., a not-for-profit organization, has been providing
30 addiction and related services to the citizens of Annapolis for over 40 years and
31 is developing and constructing a new sixteen-bed facility to expand these
32 services as part of a Campus of Recovery Facility (“the Facility”) located on
33 Greenbriar Lane adjoining the City of Annapolis; and

34
35 **WHEREAS,** the City Council wishes to assist the Samaritan House in partnership with Anne
36 Arundel County and the State of Maryland in providing assistance in
37 development and construction of the Facility; and

38
39 **WHEREAS,** the Director of Public Works has determined that existing and/or funded
40 facilities, capacity and infrastructure are sufficient to serve Samaritan House in
41 addition to existing and reasonably foreseeable City water users, and the City
42 has entered into a written agreement with Samaritan House for provision of this
43 service; and

44

1 **WHEREAS,** the applicable laws and regulations of the City of Annapolis require approval by
2 the City Council of water connection for a user outside the City and any waiver
3 of fees.
4

5 **NOW THEREFORE**

6
7 **BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the City of Annapolis
8 shall extend water service pursuant to the Water Service Agreement attached hereto and that the
9 same is hereby approved, adopted and authorized.

10
11 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that water
12 connection fees are hereby waived in accordance with the Water Service Agreement.
13

14
15 **EXPLANATION**

16 CAPITAL LETTERS indicate matter added to existing law.

17 ~~Strikethrough~~ indicates matter stricken from existing law.

18 Underlining indicates amendments.
19
20
21

1 for the Water Connection System, once completed, shall be attached hereto as **Attachment A**,
2 upon completion and approval by the City and the Department.

3
4 b. The Water Connection System shall comply with Section 16.08.050 of the City
5 Code, as may be amended, and all other City and Department requirements.

6
7 c. The Property Owner, at its sole cost and expense, shall submit all applicable
8 applications; obtain all applicable permits and approvals, including, but not limited to, the
9 Permit; enter into all applicable utility agreements; and obtain bonds in form and substance as
10 used by the City to accomplish the design and construction of the Water Connection System. The
11 Property Owner shall submit copies of all such applications, permits, agreements and bonds to
12 the Department, in such form as the Department in its sole discretion may require.

13
14 d. The Property Owner, at its sole cost and expense, shall obtain from third parties
15 (including, but not limited to, adjacent property owners) such permission as the City, in its sole
16 discretion, may require to accomplish the purposes of this Agreement. Such permission shall be
17 in a form deemed acceptable to the City in its sole discretion.

18
19 e. The Property Owner, at its sole cost and expense, shall install a back-flow
20 prevention (RPZ) device inside the residence and/or building on the Property to prevent back
21 flow from the Water Connection System into the City water utility system.

22
23 f. The Property Owner shall not open or cause another party to open the hydrant
24 installed as part of the Water Connection System, and any violation of this provision shall be
25 considered theft of water and the Property Owner shall be subject to fine and further prosecution
26 regardless of who opened the hydrant. This provision shall not apply to when the City and/or a
27 local fire department opens the hydrant.

28 29 **2. Easements; Provision of Water Service.**

30
31 a. Upon the completion of all of the requirements set forth in Paragraph 1 by the
32 Property Owner, and the approval of the design and construction of the Water Connection
33 System by the City and the Department, the Property Owner shall convey to the City such
34 easements as the City may in its sole discretion require, including, but not limited to, an access
35 easement to the Water Connection System and any related water meter. Any and all such
36 easements shall be prepared and recorded at the sole cost and expense of the Property Owner.

37
38 b. The Property Owner further grants unto the City, and its employees and
39 contractors, including the City's Department of Public Works, and all local fire departments
40 (City, Anne Arundel County, etc.) and the latter hereby accept a non-exclusive right of entry to
41 enter upon the Property to flush the hydrant installed as part of the Water Connection System
42 (the "Right of Entry"). As part of this Right of Entry, the City and/or any local fire department
43 shall be allowed to discharge flushed water from the hydrant on the Property. The Property
44 Owner hereby understands and agrees that the Right of Entry does not convey any maintenance
45 responsibilities and/or liabilities to the City or any local fire department, and the Property Owner

1 shall retain all maintenance responsibilities for the hydrant and the Water Connection System as
2 specified in this Agreement.

3
4 c. The City shall provide water utility service to the Property and its improvements,
5 all as reflected on a site plan to be attached hereto as part of **Attachment A**.

6
7 d. The City shall provide a single water meter for the Property, which shall be
8 installed by the City at the Property Owner's sole cost and expense in such location(s) as shall
9 conform with all City requirements. This water meter shall remain the property of the City.

10
11 e. The water utility service to be provided pursuant to this Agreement shall be for
12 domestic use only and for fire protection.

13
14 f. The Property Owner shall not extend water utility lines installed under this
15 Agreement to any other property, building and/or structure without the prior approval required
16 by the Charter and Code of the City, as may be amended.

17
18 g. The City shall be obligated to provide water service to the Property on the terms
19 provided in this Agreement, and the Property Owner shall be obligated to purchase all water
20 utility services for the Property from the City. Provided, however, that the City's obligation to
21 provide water service under this Agreement is specifically conditioned upon the Property
22 Owner's performance of all of its duties and responsibilities hereunder and any breach thereof by
23 the Property Owner or any decision by a judicial, quasi-judicial or administrative body
24 invalidating any such duty or responsibility shall relieve the City of its obligations and
25 responsibilities under this Agreement. The City's obligation to provide water utility service
26 under this Agreement is further expressly conditioned upon a finding by the Department that
27 providing water utility service to the Property shall not result in or cause an inadequate water
28 flow to the Property and/or other properties served by any affected water utility line.

29
30 **3. Fees and Other Charges.**

31
32 a. The Property Owner shall not be required to pay the two inch (2") water meter
33 connection fee, the chlorine/bacteria test fee, the plumbing permit fee, or the inspection fee to the
34 City for the Property.

35
36 b. The Property Owner shall pay all capital facility charges and assessments for
37 water utility service to the Property, as are customarily charged by the City for customers outside
38 of the City from time to time.

39
40 c. For any calendar quarter (or any portion thereof) in which the Property remains
41 un-annexed into the City, the City shall charge and the Property Owner shall pay on a per unit
42 basis the same rate for water service as is in effect for customers outside of the City from time to
43 time, and any other charges and fees required by Chapter 16.08 of the City Code, as may be
44 amended.

45

1 d. Breach of any provision of this Paragraph 3, in addition to other remedies
2 provided herein, shall constitute a basis for temporary or permanent water utility service cut-off
3 by the City to the Property.
4

5 **4. Recordation; Binding.**
6

7 a. It is expressly agreed that this Agreement shall be recorded among the Land
8 Records of Anne Arundel County at the sole cost and expense of the Property Owner, and that
9 the duties and responsibilities of this Agreement shall run with the title to the Property.
10

11 b. The parties and their respective successors, assigns and purchasers shall be
12 entitled to all of the rights and privileges of this Agreement and shall be bound by all of its duties
13 and responsibilities. All references to the "Property Owner" herein shall be interpreted to
14 specifically refer to all of the Property Owner's successors, assigns and purchasers, without
15 regard to privity with the City under this Agreement.
16

17 c. The terms of this Agreement shall be binding upon and shall inure to the benefit
18 of the parties, any successor municipal authorities of the City or any successor quasi-
19 governmental authority. Successor owners of record of the Property and/or the successors and
20 assigns of the Property Owner may assign their benefits, rights, duties and obligations hereunder
21 either as part of the conveyance of the Property as an entirety or severally as part of the
22 conveyances of portions of the Property.
23

24 **5. Inspections; Maintenance.**
25

26 a. The Water Connection System, and any related specific devices installed as part
27 of such System, shall be as approved by the Director of the Department.
28

29 b. At any time during normal business hours and upon reasonable notice of the City
30 to the Property Owner, the Property Owner shall make the Property and the Water Connection
31 System, as relates to this Agreement, available to the City, and its officials, officers, employees
32 and agents, for inspection.
33

34 c. The Property Owner shall maintain and test the Water Connection System, at its
35 sole cost and expense, on an annual basis.
36

37 d. Breach of any provision of this Paragraph 5, in addition to other remedies
38 provided herein, shall constitute a basis for temporary or permanent water utility service cut-off
39 by the City to the Property.
40

41 **6. Indemnification.**
42

43 a. The Property Owner shall forever indemnify, defend and hold harmless the City,
44 its elected officials, appointees, directors, employees, agents, contractors and representatives
45 from and against all liability for injuries to persons, including death, and damage to City property
46 and other property arising from acts or omissions of the Property Owner, its officers, agents,

1 employees, contractors, patrons, volunteers, guests or invitees resulting in connection with this
2 Agreement, the Permit or the Water Connection System.

3
4 b. Property Owner indemnification does not limit any immunity which the City, its
5 elected officials, appointed officers, directors, employees, agents, contractors and representatives
6 are entitled to assert, and includes all costs and expenses, including attorney's fees, whether or
7 not related to administrative or judicial proceedings.

8
9 c. The City, in its sole discretion, may participate in handling its own defense or
10 exclusively handle its own defense, and select its own attorneys, including the City Attorney.
11 The indemnification for attorney fees applies whether or not the City Attorney or other attorney
12 handles the defense.

13
14 d. The Property Owner shall reimburse the City, within thirty (30) calendar days
15 after invoicing for such reimbursement, for any damage to the City's water utility system, water
16 mains, facilities, equipment or other property caused by the negligence or willful misconduct of
17 the Property Owner, its officers, agents, employees, contractors, patrons, volunteers, guests or
18 invitees.

19 20 **7. Breach/Default.**

21
22 a. Upon five (5) calendar days written notice from the City to the Property Owner,
23 the City may temporarily cut-off water utility service to the Property if the Property Owner shall
24 fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the
25 Property Owner shall violate any term of this Agreement. The City shall afford the Property
26 Owner thirty (30) calendar days (or longer as agreed to in writing by the City) to cure any breach
27 or default of this Agreement before permanently cutting-off water utility service to the Property.

28
29 b. The Property Owner shall be liable for any damage to the City resulting from the
30 Property Owner's breach or default of this Agreement, including, but not limited to, any
31 damages incurred by the City or the City water utility system. In such case, the City shall notify
32 the Property Owner of the amount of its liability, which the Property Owner shall pay within
33 thirty (30) calendar days of such notice.

34
35 c. Upon the permanent cut-off of water utility service to the Property for breach or
36 default of this Agreement, the City shall reimburse the Property Owner for any fees or charges
37 paid in advance pursuant to Paragraph 3, prorated as of the date of permanent cut-off, less the
38 amount of damages caused by the breach or default, all as determined by the City in its sole
39 discretion. If the damages exceed any prorated reimbursement, the City shall not be obligated to
40 make any further prorated reimbursements hereunder.

41 42 **8. Waiver.**

43
44 a. No delay or omission of the City to exercise any right, power or remedy accruing
45 upon the happening of an event that would allow the City to terminate this Agreement shall
46 impair any such right, power or remedy or shall constitute a waiver upon the occurrence of

1 another such event or any acquiescence therein. No delay or omission on the part of the City to
2 exercise any option granted to the City under this Agreement, in any one or more instances shall
3 constitute a waiver of the City's rights hereunder and each such option shall remain continuously
4 in full force and effect.

5
6 b. The Property Owner hereby understands and agrees that this Agreement shall not
7 waive any rights, powers or remedies that the City may have pursuant to the City Code and,
8 specifically, Chapter 16.04 and Section 16.08.050 of the City Code, all as may be amended.

9
10 **9. Annexation.**

11
12 At any time that the corporate boundaries of the City are amended such that the Property
13 becomes part of the City and/or the Property Owner successfully petitions the City to annex the
14 Property into the City's corporate boundaries pursuant to the Maryland Annotated Code, water
15 utility service shall be supplied to the Property under such terms and conditions as are
16 customarily imposed for customers located in the City.

17
18 **10. No Partnership.**

19
20 Nothing contained in this Agreement shall be construed in a manner to create any
21 relationship between the parties other than expressly specified herein, and the parties shall not be
22 considered partners or co-venturers for any purpose on account of this Agreement.

23
24 **11. Severability.**

25
26 In the event any one or more of the provisions of this Agreement shall for any reason be
27 held by a court or other lawful authority to be invalid, illegal or unenforceable, in whole or in
28 part or in any other respect, the remaining provisions hereof shall not be affected thereby, and the
29 Agreement shall remain operative and in full force and effect and shall in no way be affected,
30 prejudiced or disturbed thereby.

31
32 **12. Governing Law.**

33
34 This Agreement and its interpretation shall be governed by Maryland law. The venue for
35 all actions pursuant to this Agreement shall be the Courts of Anne Arundel County, Maryland.
36 The parties waive trial by jury in all actions brought pursuant to this Agreement.

37
38 **13. Captions and Headings.**

39
40 The captions and headings contained in this Agreement are included herein for
41 convenience of reference only and shall not be considered a part hereof and are not in any way
42 intended to limit or enlarge the terms hereof.

43

1 **14. Integration; Modification.**
2

3 a. This Agreement is the final and entire agreement of the parties concerning all
4 matters having to do with the Permit and the Water Connection System. The parties
5 acknowledge that there are no other understandings or representations, oral or written, regarding
6 the subject or matters having to do with the Permit and/or the Water Connection System.
7

8 b. None of the terms or provisions of this Agreement may be changed, waived, or
9 modified exempt by written instrument executed by both parties hereto.
10

11 **15. Counterparts.**
12

13 This Agreement may be executed in any number of counterparts and by the parties hereto
14 in separate counterparts, each of which when so executed and delivered shall be deemed to be an
15 original and all of which taken together shall constitute but one and the same instrument.
16

17 **16. Notice.**
18

19 Any notice required to be delivered shall be deemed to have been received when the
20 notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with
21 signed receipt to the following address and individual or such other address and/or such other
22 individual as a party may identify in writing to the other party:
23

24	To the City:	Department of Public Works
25		145 Gorman Street, 2 nd Floor
26		Annapolis, Maryland 21401
27		Attn: Director
28		
29	With a Copy to:	City Attorney
30		160 Duke of Gloucester Street
31		Annapolis, Maryland 21401
32		
33	To the Property Owner:	Samaritan Houses, Inc.
34		2610 Greenbriar Lane
35		Annapolis, Maryland 21401
36		Attn: Kirk Noonan, Board President
37		(410) 271-6789
38		

39 **17. Authorization.**
40

41 This Agreement is authorized by the City Council pursuant to Resolution No. R-20-16.
42

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under Seal as of the day and year written below.

SAMARITAN HOUSES, INC.

Witness

By: _____
Kirk Noonan
Board President

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:

Bruce T. Miller, Director
Finance Department

Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:

David Jarrell, Director
Department of Public Works

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY

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