

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2018 Legislative Session

Legislative Day No. 03

Resolution No. 01-2018

Introduced by: The Wicomico County Urban Service Commission

A RESOLUTION APPROVING AN AMENDED AND RESTATED SHARED FACILITY AGREEMENT BETWEEN WICOMICO COUNTY, MARYLAND, WICOMICO COUNTY URBAN SERVICE COMMISSION AND THE VILLAGE DOWNRIVER CONDOMINIUM ASSOCIATION, INC. AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE SAME ON BEHALF OF WICOMICO COUNTY.

WHEREAS, the Charter of Wicomico County, Article IV, Section 402 F authorizes the County Executive to sign or causing to be signed "on the county's behalf all deeds, contracts and other instruments."; and

WHEREAS, the County entered into a Shared Facility Agreement dated July 31, 2008, adopted by Resolution No. 25-2008 on March 18, 2008 for the wastewater treatment system at the Village DownRiver Condominium; and

WHEREAS, the Developer has turned over the operative control of the Village DownRiver Condominium to the Condominium Association; and

WHEREAS, to ensure adequate financial security and continuous ownership necessary for the continued efficiency and effective operation of the wastewater treatment system at the Village DownRiver Condominium, an Amended and Restated Shared Facility Agreement is necessary and the best interest of the County will be served by entering into the Amended and Restated Shared Facility Agreement, in substantially the same form attached as Exhibit A.

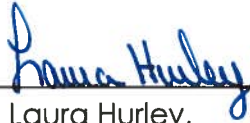
NOW, THEREFORE, BE IT RESOLVED, by the Wicomico County Urban Service Commission that the Amended and Restated Shared Facility Agreement, between Wicomico County, Maryland, Wicomico County Urban Service Commission and the Village Downriver Condominium Association, Inc., in substantially the same form attached as Exhibit A, is hereby approved; and

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to execute and deliver the Amended and Restated Shared Facility Agreement in the name and on behalf of the County in substantially the same form attached as Exhibit A.

Done at Salisbury, Maryland, this 6th day of February, 2018.

ATTEST:

WICOMICO COUNTY URBAN SERVICE
COMMISSION



Laura Hurley,
Council Administrator

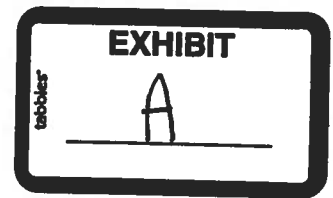


John T. Cannon,
Chairman

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments ____, Failed ____, Withdrawn ____ by the Urban Services Commission on February 6, 2018.

Certified by  _____
Laura Hurley, Council Administrator



**AMENDED AND RESTATED
SHARED FACILITY AGREEMENT**

This Amended and Restated Shared Facility Agreement (the “Agreement”), made and entered into this ___ day of _____, 2018, by and between WICOMICO COUNTY, MARYLAND (the “County”), the WICOMICO COUNTY URBAN SERVICE COMMISSION (the “Commission”), and THE VILLAGE DOWNRIVER CONDOMINIUM ASSOCIATION, INC., a Maryland corporation (“Condominium Association”).

WHEREAS, Certain of the parties hereto made the Shared Facility Agreement dated July 31, 2008 (hereinafter the “Initial SFA”) that is recorded among the Land Records of Wicomico County, Maryland in Liber No. 2960, folio 492, and remains in force and operation, for the purpose of compliance with the laws and regulations of the State of Maryland applicable to the sewerage system for the condominium regime known as The Village DownRiver Condominium (hereinafter, the “Condominium”) that the Developer, Terra Firma, LLC, established by Condominium Declaration and By-Laws dated August 27, 2008, recorded in the aforesaid Land Records in Liber No. 2962, folio 335 and Condominium Plat made by Oceanbay Surveys dated September 24, 2007, and recorded in the aforesaid Land Records in Plat Cabinet 15, folio 706 (the “VDR Documents”); and

WHEREAS, As noted in subparagraph 2. (b) of the Condominium Declaration, the Condominium is subject and subordinate to the Initial SFA; and

WHEREAS, In making this Agreement and the Initial SFA, the Commission is, and was then, acting as the controlling authority for shared facilities located in Wicomico County, Maryland pursuant to Chapter 97 of the Wicomico County Code, and, as such, the controlling authority required by the state regulatory governance mentioned above, under which the sewerage system for the Condominium has been approved by the Maryland Department of the Environment, which issued its permit number 7-25-1047 for construction of the system as a Class 5A facility and its groundwater discharge permit number 13-DP-3519 (Expiration date: 12/31/2019) for the operation of that system; and

WHEREAS, The Condominium currently contains land of that the Developer submitted as “Phase One,” composed initially of 49 units, some of which have been consolidated or redelineated, and various common elements, including the sewerage system, which is referred to as the “wastewater treatment system” in subparagraph 4. (b) of the Condominium Declaration; and

WHEREAS, The Developer has turned over operative control of the Condominium to the Condominium Association, governed and controlled by the Council of Unit Owners of the Village DownRiver, and for that and other reasons the parties to the Initial SFA and the Condominium Association believe that document should be revised to make certain changes to

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the agreement and clarify or augment it as provided in this document, which has the same general format as the Initial SFA, with the heading of portions that have otherwise been deleted remaining in the document;

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived hereunder, and as required by the rules and regulations promulgated by the Maryland Department of the Environment and by Chapter 97 of the Wicomico County Code, the parties hereto, for themselves and their successors and assigns, do hereby covenant and agree as follows:

1. *Purpose.* The proper maintenance and operation of the sewerage system is essential to the health, safety and welfare of the general population living in the Village Down River condominium and also to those residents and guests on and about the Property.
2. *Permits.* The permits currently granted and issued by the Maryland Department of the Environment authorize the sewage system to discharge up to 15,000 gallons per day.
3. *Construction of Sewerage System.* Intentionally deleted.
4. *Maintenance and Operation of the Sewerage System.* The Condominium Association shall properly maintain and operate the sewerage system in accordance with all applicable rules, regulations, laws and standards of the Maryland Department of the Environment, the Commission and other appropriate agencies, and shall obtain and keep in effect the insurance required by the VDR Documents.
 - A. As part of this responsibility, the Condominium Association shall engage a systems operator, together with any required personnel, to perform the duties set forth in this paragraph. The systems operator shall be licensed and certified in the appropriate classification by the waste system operator.
 - B. It is also understood and agreed that the Commission, from time to time, may promulgate certain rules and regulations under and by which the aforesaid responsibility shall be performed, provided however that such rules and regulations shall not be unreasonable, burdensome, arbitrary or capricious.
 - C. The Commission will provide such supervision of the responsibilities undertaken by the Condominium Association pursuant to this Agreement, as the Commission determines to be reasonably necessary. Further the Commission may conduct periodic inspections to determine that competent and professional operation and maintenance of the sewerage system is being maintained, which inspections will be paid for or reimbursed by the Condominium Association. However, the Commission and the County do not (and shall not be deemed to) have any duty to assure or provide for the proper operation, repair or maintenance of the "sewerage system".

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D. The Condominium Association shall provide an annual sewage treatment plant report to the Commission, which report shall include the following items:

- 1.) Results from all lab testing required by MDE for permit compliance.
- 2.) Copy of current operator's MDE license.
- 3.) Copies of any MDE violations.
- 4.) Chart showing the effluent flow from the plant for each day.
- 5.) Copies of all maintenance logs.
- 6.) Copies of all inspection reports (MDE, Health Dept., internal, etc.).
- 7.) List of all equipment replaced with associated replacement cost.
- 8.) Itemized operation costs.
- 9.) Account balances (emergency/replacement/operational), compare the current year to previous, indicate where the funds are being held and who has authorized access.
- 10.) Any other items required by the Commission.

The annual report shall be submitted to the Commission by March 15 of each year for the previous calendar year.

E. The Condominium Association shall be responsible for obtaining and the renewal/reissuance of the groundwater discharge permit for the system issued by the Maryland Department of the Environment and any other permit for the system or its operation required by law or governmental regulation.

F. The Condominium Association shall maintain property insurance on the system, including its machinery and equipment, building and structural facilities, against all risks at full replacement cost with no coinsurance penalty provision and a deductible of not more than \$1,000.00. Each policy shall be issued by an insurer authorized to do so in the State of Maryland with a current A. M. Best's rating of no less than A:VIII, unless otherwise acceptable to the Commission. Promptly upon issuance of each policy or renewal thereof, the Condominium Association shall furnish to the Commission a copy of its declaration page or renewal certification, as applicable.

5. *Right of Entry and Easement.* The Commission shall have the right to enter upon the property at all reasonable times for the purpose of inspecting the sewerage system and ascertaining compliance with the terms of this Agreement, and no such entry shall be deemed or taken as any manner or form of trespass. The entry upon the property by the Commission shall be deemed to include the Commission's agents, servants and employees, contractors employed by it, and representatives of the Maryland Department of the Environment. In addition, the County and Commission shall have the rights and privileges granted and conferred upon the

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County by the Developer by the Deed of Shared Sewage Disposal Facility Easement dated June 30, 2008 and recorded among the Land Records in Liber 2960, Folio 513, to which the Condominium and the units therein are subject and the VDR documents are subordinate as required by Paragraph 12 of the initial SFA.

6. *Funding; Security to Commission.* In order to insure availability of financial resources to discharge the duties of the Condominium Association hereunder and to permit the Commission to discharge its duties as controlling authority as aforesaid, and to administer this Agreement, the Condominium Association shall deposit with the Commission, certain funds described below. The Commission shall hold such funds as escrow agent and disburse them only in accordance with the procedure set forth herein. All such funds held in escrow shall be invested in a manner mutually agreeable to the parties to this Agreement. The "Commencement Date" referred to in the initial SFA occurred on January 24, 2011, and the Developer has made all payments required to date under paragraph 6.C. thereof.

A. *Emergency Fund* Intentionally deleted.

B. *Operation and Maintenance Fund.* Intentionally deleted.

C. *Sewerage System Replacement Fund.* Beginning in calendar year 2018, the Condominium Association shall deposit with the Commission an annual amount by quarterly payments of 25% thereof made by the end of each calendar quarter of the year. Such payment is a legal obligation and common expense of the Condominium Association, to be obtained by assessments against the unit owners pursuant to the Maryland Condominium Act and stated as a separate item in the annual budget of the Condominium Association. Such amounts are encumbered for use as described herein for the benefit of the Condominium Association and shall not be available for any other purpose. To the extent allowed by law, the amounts shall not be subject to garnishment by a creditor of the Condominium Association or a unit owner.

(i) the amount to be deposited in each year is hereby initially established at \$7,170.00 for 2018 and thereafter, based on the estimated amounts stated in Exhibit A (which are subject to change) until reestablished. For subsequent years, the amount must be reestablished at least 60 days before the start of the year, and once established shall apply in each successive year until it is again reestablished.

(ii) the amount shall be reestablished from time to time to reach and thereafter maintain a balance on deposit with the Commission that is sufficient to pay for capital replacement of the sewerage system and any extraordinary repair and maintenance thereof that the Commission approves for payment. At present, such balance is deemed to be \$56,250.00, subject to adjustment by the Commission in light of experience and evaluation of the condition and operation of the system.

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(iii) if on any date after January 1, 2022 the amount has not been reestablished for a period of three years, the Commission, upon written request by the Condominium Association, shall promptly consider whether the amount should be reestablished based upon the then current circumstances and such information as may be provided to the Commission or otherwise obtained by it. If the Commission shall at its initiative decide to reestablish the amount, before doing so it shall notify the Condominium Association and allow it at least 60 days after notice in which to submit information for the Commission to consider.

D. *Disbursements of the Funds Held in Escrow.* The then existing balance of the Sewerage System Replacement Fund may be dispersed in the following manner and for the following purposes:

(i) *Major repair and/or replacement of equipment or components of the sewerage system:* Upon request by the Condominium Association and submission by it of such information and documentation as the Commission may request, funds may be dispersed either to the Condominium Association or to the vendors or contractors that provide work or materials to repair or replace items. If the Commission undertakes to perform such repair or replacement, it may disperse funds directly to such vendors or contractors. The parties shall cooperate in the selection of vendors and contractors, but the Commission shall have the power to approve them. Except in an emergency, the scope, cost and contracts for work and materials shall be reviewed and discussed by the parties prior to execution of the contract(s) and/or commencement of repair or replacement. If the cost of a single or related series of repair or replacement exceeds 25% of the then extant balance of the Sewerage System Replacement Fund, at the sole discretion of the Commission such cost may be apportioned for payment in shares by (a) disbursement of such balance and (b) by the Condominium Association for some or all of the cost in excess of 25% of such balance. If the Condominium Association does not have funds available to pay that share, it shall impose a special assessment upon the unit owners to obtain the necessary funds as promptly as possible. If repair, replacement or modification of the sewerage system is required by (or in order to comply with) applicable governmental regulations or permits, the cost thereof shall be paid in accordance with this subparagraph.

(ii) *System operation and maintenance where the Condominium Association is in default:* In the event of a default under the terms of this Agreement the Commission may make disbursements from the Sewerage System Replacement Fund to pay for expenses reasonably required to operate and maintain the sewerage system. In the event of a default, if the Commission exercises its right to demand the transfer of legal ownership of the sewerage system to the Commission, and if the Commission elects after the transfer to operate the sewerage system without connection to a public sewerage system, then the Commission shall continue to hold all the funds then on deposit with the Commission pursuant to Paragraph Six (6) hereof and shall use such funds for the purposes described herein, and all rights of the Condominium Association in and to such funds shall cease at the time of transfer.

(iii) Connection to public sewerage system in event of default. In the event of a default under the terms of this Agreement, if the Commission elects to connect the sewerage system to a public sewerage system, then all funds and/or bonds held in escrow by the Commission in accordance with Paragraph Six (6) shall be paid and distributed as follows: (a) The funds remaining in the Sewerage System Replacement Fund (after the expenses incurred in connecting to the public sewerage system) shall be refunded to the Village Down River Condominium Association and to the Developer in proportion to their respective contributions to the Sewerage System Replacement Fund from the date of this Agreement to the date of distribution. For this purpose all contributions made by the Condominium Association shall be deemed to have been made equally by the current members; previous customers such as former Village Down River Community Association members shall have no right to receive a refund. All disbursements from the Sewerage System Replacement Fund made at any time from the date of this Agreement to the date of distribution (except disbursements relating to income tax liability as provided below) shall be treated as reductions of the funds contributed by the respective contributors, i.e., Condominium Association members, and the Developer, on a first-in first-out and dollar-for-dollar basis

(iv) *Income Taxes.* If interest or other earnings produced on the Sewerage System Replacement Fund are taxable income, the tax thereon shall be the common expense of the Condominium Association.

E. Replacement of Equipment. When replacing equipment the Condominium Association shall consider the feasibility of incorporating improvements and technology which may be then available. The Commission may require the Condominium Association to incorporate improvements and technology even if it is not required by the standards of the initial design approved by the Maryland Department of the Environment or subsequent requirements by Maryland Department of the Environment so long as the new improvements and technology are “commercially reasonable” and do not place an unreasonable burden on the people living in the Village DownRiver development.

7. *Annual Operating and Maintenance Costs.* The Condominium Association shall assess the costs to operate the sewerage system, including but not limited to those specified in Exhibit B of this Agreement (which are subject to change in the amounts stated therein), in accordance with the Maryland Condominium Act, and costs shall be stated as a separate item in the annual budget of the Condominium Association.

A. The cost to operate the sewerage system shall be divided evenly between all of the residential unit owners in the Village Down-River Condominium.

B. In addition to any fees for sewerage service, the unit owners in the Village Down-River Condominium shall pay to the Condominium Association their pro rata share of the required annual payment to the Sewerage System Replacement Fund.

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8. Default. In the event the Commission shall ever determine that the Condominium Association is in default of any of its obligations under this Agreement, the Commission shall have the following remedies:

A. The Commission shall first notify the Condominium Association in writing that it is in default of this Agreement which notice of default shall state the grounds constituting the default and state that the Condominium Association shall have thirty (30) days after receipt of the notice within which to correct the default (or take substantive action to do so if the default is such that the problem cannot be corrected within thirty (30) days) or to challenge the Commission's findings by filing with it a written notice of mediation.

B. If a notice of mediation is filed, the parties shall within fifteen (15) days thereafter jointly select a third party to act as mediator to resolve the matters in dispute. The mediator shall provide the parties with an opportunity for a hearing regarding the issues in dispute, following which the mediator shall issue a written order. The order shall be final and binding on all parties unless a complaint for declaratory judgment, as described below, is filed within thirty (30) days after the order. Costs of the mediator shall be borne equally by the parties.

C. If the parties are unable to agree on a mediator or if either party disputes the mediator's order, the aggrieved party may file a complaint for declaratory judgment with the Circuit Court for Wicomico County.

D. Any of the following events shall constitute a default for purposes of Subparagraph (e) below:

(i) Failure of the Condominium Association to respond to the notice of default within thirty (30) days either by correcting the alleged default (or taking substantive action to do so if the default is such that it cannot be corrected in thirty (30) days) or filing a notice of mediation.

(ii) Failure of the Condominium Association to respond within thirty (30) days following a final order of the mediator finding that the Condominium Association is in default either by correcting the alleged default (or taking substantive action to do so if the default is such that the problem cannot be corrected in thirty (30) days) or by filing a complaint for declaratory judgment.

(iii) A final judicial order finding that the Condominium Association is in default.

E. In the event of a default described in Subparagraph (d), the Commission shall have the right to enter upon the property and to take such measures to correct the default (which could include the total replacement of the sewerage system or parts thereof), as are necessary to insure the adequate, proper and safe operation thereof, and shall use for such purpose funds deposited with the Commission under the provisions of Paragraph 6 above. If the Commission determines that the most cost effective and practicable corrective measure is to connect the sewerage system to a public sewerage system, should such become available, then the funds deposited with the Commission may also be used for that purpose. The Commission may, at any time after a default, demand that the Condominium Association grant, convey and transfer the sewerage system to the County if it determines, through the exercise of reasonable judgment, that the Condominium Association was not properly operating or maintaining the sewerage system. Such agreement to grant, convey and transfer the sewerage system to the County constitutes an irrevocable offer to convey without financial consideration that may not be withdrawn or rescinded except with the express written consent of the Commission.

F. Should disbursements be made from the funds deposited with the Commission pursuant to Paragraph Six (6), except for connection of the sewerage system to a public sewerage system or transfer of ownership to the Commission, then the Condominium Association shall, not later than thirty (30) days after any such disbursement has been made, restore and replenish such account to its pre-withdrawal amount.

G. Nothing herein, however, shall limit the liability of the Condominium Association to provide for the proper management, operation and continuous preventive and corrective maintenance of the sewerage system.

H. In the event of default as set forth herein above, neither Wicomico County, Maryland nor the Wicomico County Urban Services Commission can withhold or deny building permits to Developer or withhold or deny Certificates of Occupancy to Developer or a third party contractor seeking same if the sewer plant is in working order, in compliance with the applicable permits from the Maryland Department of Environment, and Developer is current in any of its obligations to the Condominium Association.

I. *Default in Payment of Monetary Obligation.* If any payment required to be made to the Commission by the Condominium Association is not made by the time required, the Commission may seek and obtain a judgment for such payment and other judicial action thereon without mediation or notification, which judgment shall include reasonable attorney's fees and court costs, which shall be paid by the Condominium Association.

9. *Emergency Authority of the Commission.* Notwithstanding the provisions of the preceding paragraph, should the protection of the public health, safety and welfare make the giving of notice inappropriate, the Commission shall have the right, in such situations, without prior notice, to enter upon the property and correct any defect in the sewerage system

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constituting an immediate threat to the public health, safety and welfare, using therefor the funds to be deposited with the Commission as hereinabove provided.

10. *Service Area; Excess Capacity.* The parties covenant and agree that the sewerage system is for the exclusive use of units in the Village Down River Condominium, and no party shall, without the prior written consent of all the parties to this Agreement, permit additions to or expansion of the area served by the sewerage system to include any property outside of the Village Down River Condominium.

The parties agree that the Village DownRiver sewerage system will have excess capacity which excess capacity can only be used in the discretion of the Commission. If the Commission allows for the excess capacity of the Village DownRiver sewerage system to be used not for a public health crisis or emergency but to serve a separate development project then the Developer shall be entitled to recoup a pro-rated portion of its cost for the construction of the sewerage system. All payments for sewer services from such separate development or lot owner therein shall be paid to the Condominium Association. This recoupment right remains with the Developer and does not pass to the Village DownRiver Condominium Association. The amount the Developer shall be entitled to recoup shall be established by determining the total capacity of the Village DownRiver sewerage system including the capacity already allocated to the Village DownRiver development (when that can be accurately determined), and then determining how many total units can be served by that capacity. The Developer's cost to construct the sewerage system is then divided by the total number of units capable of being served by that capacity minus any units that are using the sewerage system due to a public health crisis or emergency. This is the per unit amount that the Developer will be entitled to collect for each unit from a separate development that will be served by the Village DownRiver sewerage system. The Developer will not be entitled to any recoupment for a unit that is using the sewerage system because of a public health crisis, emergency, or a failing system as determined by the Commission in good faith and with a reasonable exercise of discretion.

11. *Transfer of Sewerage System to Association.* Intentionally deleted.

12. *Transfer to County.* The County shall have the right, at its sole discretion, to assume the operation and ownership of the sewerage system and this right can be exercised at any time by the County. This assumption of operation and ownership shall be exercised by providing written notice to the Developer or its successors at least ninety (90) days prior to the takeover of operation and ownership by the County. In the event of transfer of operation and ownership to the County, the transfer shall be without cost to the County and shall be free and clear of all liens and encumbrances. After the County assumes ownership and operation of the sewerage system, the Commission shall have the authority, in the manner it deems appropriate, to collect the pro rata fees and assessments as are provided for herein and in the VDR Documents.

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The County shall not be required to accept the transfer of the sewerage system until it is determined to be in the best interest of the County and the Commission is reasonably satisfied that the sewerage system has been constructed in full compliance with the aforementioned plans and specifications and the aforementioned approvals and permits, and that it is functioning as designed.

13. *No Liability and Indemnification.* Anything herein to the contrary notwithstanding, should the Condominium Association fail to operate or maintain the sewerage system in accordance with this Agreement, the County and the Commission shall have no liability, duty or responsibility to the Condominium, owners or tenants of properties within the Village DownRiver Condominium Association, or other persons, firms, corporations or other legal entities whatsoever unless and until the County exercises its right to acquire legal title to the sewerage system or acquires legal title to the sewerage system as a result of the default by the Condominium Association as provided in this Agreement.

The Condominium Association covenants to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense of any nature, including reasonable attorney's fees and the County's costs of defense, in connection with loss of life, personal injury and/or damage to or loss of property that arises from the operation of the Facility and all other work or activity of the Condominium Association, its agents, servants, employees, contractors and subcontractors in, on or about, or impacting on, the easement identified in Paragraph 5 of this Agreement.

14. *Termination of Agreement.* If the County should ever acquire legal title to the sewerage system either by exercising its right to assume ownership or as a result of a default, this Agreement shall automatically become null and void and of no further force or effect except as may be specifically provided herein to the contrary.

15. *Duty to Operate.* This Agreement may not be legally voided by the Condominium Association and the sewerage system may not be made inoperative unless said system is replaced by a system which will provide equal or better protection to the public, and unless written authorization is obtained from the Commission and Maryland Department of the Environment.

16. *Recordation.* This Agreement shall be recorded at the expense of the Condominium Association.

17. *Assignment.* The Condominium Association may not assign its obligations hereunder to any other person or entity without the prior written consent of the Commission, except as permitted in Paragraph 12.

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18. *Incorporation by Reference and Subordination of the VDR Documents.* The Condominium Association shall make a specific reference to this Agreement in the event of any amendments to the VDR Documents and all of the VDR Documents are subordinate to this Agreement.

19. *Preambles.* The preambles set forth above shall be incorporated by reference herein and made a part of this Agreement as though fully set forth herein.

20. *Applicable Law.* That the laws of the State of Maryland shall govern and control this Agreement.

21. *Notices.* Notices, instructions and other communications shall be sent in writing to the following addresses (or to any new address subsequently designated by any party by written notice to the other parties) by personal delivery and/or by certified mail properly addressed and prepaid. The date of giving of such notice shall be the date of depositing the same in the mail (which may be evidenced by the postmark) or date of personal delivery.

Wicomico County:
125 N. Division Street, Room 301
Salisbury, MD 21801

Wicomico County Urban Service Commission:
125 N. Division Street, Room 302
Salisbury, MD 21801

The Village DownRiver Condominium Association, Inc.
c/o Steve Pusey
25485 Harcum Wharf Road
Eden, MD 21822

22. *Severability.* If any provision of this contract of sale shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract of sale shall not be affected thereby, and every other term and provision of this contract of sale shall be valid and enforceable to the fullest extent permitted by law.

23. *Successors and Assigns.* The agreements, covenants and conditions herein contained shall apply to and bind the successors and assigns of the parties hereto.

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AS WITNESS the hands and seals of the parties hereto as of the day year first herein written.

ATTEST:

WICOMICO COUNTY, MARYLAND

By: _____ (SEAL)

ATTEST:

WICOMICO COUNTY URBAN SERVICE
COMMISSION

By: _____ (SEAL)

ATTEST:

THE VILLAGE DOWNRIVER CONDOMINIUM
ASSOCIATION, INC.

By: _____ (SEAL)
Its President

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EXHIBIT "A"
REPLACEMENT COST ESTIMATE

The WWTS starts at the invert of the Flow Equalization Tank and ends at the emitters of the drip irrigation discharge system.

20 YEAR REPLACEMENT ITEMS:

ITEM	MATERIAL	LABOR	TOTAL
1. F. E. Tank Pump	\$ 1,000	\$ 500	\$ 1,500
2. SBR Pumps	\$ 2,000	\$ 1,000	\$ 3,000
3. Blowers (2)	\$ 10,000	\$ 1,000	\$ 11,000
4. Dosing Pumps	\$ 2,000	\$ 500	\$ 2,500
5. Storage Pond Liner	\$ 35,000	\$10,000	\$ 45,000
TOTAL	\$ 50,000	\$13,000	\$ 63,000

50 YEAR REPLACEMENT ITEMS:

ITEM	MATERIAL	LABOR	TOTAL
1. F. E. Tank	\$14,000	\$ 2,000	\$16,000
2. Sludge Hold. Tank	\$ 5,000	\$ 2,000	\$ 7,000
3. F. E. Pump Tanks	\$ 8,000	\$ 2,000	\$10,000
4. Dosing Tank	\$10,000	\$ 2,000	\$12,000
5. Dosing Pump Tank	\$ 8,000	\$ 2,000	\$10,000
6. S. B. R. #1 Tank	\$30,000	\$ 3,000	\$33,000
7. S. B. R. #2 Tank	\$30,000	\$ 3,000	\$33,000
8. Drip Irrigation:			
Valves	\$15,000	\$2,000	\$17,000
Emitter Pipes	\$15,000	\$7,000	\$22,000
Supply/Return Pipe	\$10,000	\$7,000	\$17,000
Filter Rack	\$ 5,000	\$2,000	\$7,000
Controllers	\$15,000	\$2,000	\$17,000
TOTAL	\$165,000	\$36,000	\$201,000

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TOTAL COST @ \$201,000 = \$7,170 (*) (annual contribution cost) per year

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Wicomico County, MD*

EXHIBIT “B”
ANNUAL OPERATION & MAINTENANCE COSTS

DESCRIPTION	AMOUNT
1. Sewerage System Operator	\$30,000
2. On Site Labor – (part of Caretaker services)	\$ 2,000
3. Sludge Removal	\$ 3,000
4. Utilities (consumption – electric, telephone)	\$ 3,500
5. Off Site Monitoring (dedicated telephone lines)	\$ 1,000
6. General Maintenance (grass cutting, cleaning, etc.)	\$ 2,000
7. Supplies	\$ 1,000
8. Replacement Parts (pumps, filters, valves)	\$ 2,000
9. Contingencies	\$ 2,000

TOTAL \$46,500 (*)

(*) Estimated annual costs for the operation and maintenance of the Waste Water Treatment System

*The Village DownRiver Condominium
Fruitland Election District*