



**CITY COUNCIL WORK SESSION AGENDA
COUNCIL MEETING WILL BE ONLINE ONLY**

Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to www.greenbeltmd.gov/municipaltv.

Resident participation:

Join Zoom Meeting

<https://us02web.zoom.us/j/85274534195?pwd=VWs0cVpsRUZ5K1FCYjI3TGhia3dRZz09>

OR

Join By phone: (301) 715-8592

Meeting ID: 852 7453 4195

Passcode: 722370

In advance, the hearing impaired is advised to use Video Relay Services (VRS) at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltmd.gov.

Wednesday, December 15, 2021

8:00 PM

Work Session Packet

Greenbelt Homes Incorporated/Washington Suburban Sanitary Commission

Suggested Action:

Reference:

Memorandum re: Work Session between City Council and GHI Board of Directors

Attachment #1 - 1958 Deed & Agreement with WSSC

Attachment #2 - WSSC Chronology

Attachment #3 - Letter from WSSC

Attachment #4 - Letter to WSSC

Agenda

- Introductions
- Council Discussion
- Questions and Answers
- Other Items

[Memorandum re -Work session between City Council and GHI Board of Directors on 12-15-2021.pdf](#)

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City Council Work Session Agenda Item Report

Meeting Date: December 15, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Work Session Item

Agenda Section: Work Session Packet

Subject:

Greenbelt Homes Incorporated/Washington Suburban Sanitary Commission

Suggested Action:

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Attachments:

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Work Session between the Greenbelt City Council and GHI Board of Directors to Discuss a Plan for Negotiating with WSSC re: Replacement of Water Pipes for GHI's Masonry Units – (Attachments #1-4)

The underground water supply pipes for GHI's masonry buildings were installed during 1935-37. In a 1958 agreement (attachment #1) signed by the Washington Suburban Sanitary Commission (WSSC), the City of Greenbelt, and Greenbelt Homes, Inc. (GHI), WSSC took ownership of the water pipes up to the meter boxes located at the housing units. The meter boxes are approximately 5 feet away from the front walls of the buildings.

In 2007, WSSC first informed GHI that it planned to replace the water supply pipes for the 574 masonry units. The water supply pipes have far exceeded their estimated useful service life of 50 years. Attachment #2 is a chronology of the activities that have occurred since WSSC initially informed GHI of its intent to replace the water supply pipes.

Attachment # 3 is a letter from WSSC's General Manager Ms. Carla Reid, dated February 12, 2021, which states that WSSC will not proceed with the upgrade project, but will continue to operate and maintain the GHI water system based on the 1958 tripartite agreement. Ms. Reid's letter was in response to a joint letter (attachment #4) dated November 3, 2020, from Mayor Colin Byrd of the City of Greenbelt and GHI Board President Steve Skolnik.

The purpose of this work session between the City Council and GHI Board of Directors, is to formulate a plan for resuming negotiations with WSSC with a goal of achieving a mutually satisfactory agreement to expedite WSSC's replacement of the water pipes for GHI's masonry units.

* SEE PAGES 4 & 5 for easements &
right of ways

THIS DEED AND AGREEMENT

Made and entered into this 14th day of October, 1958, by and among the CITY OF GREENBELT, a municipal corporation created and existing under the laws of the State of Maryland hereinafter referred to as "Greenbelt", GREENBELT HOMES, INCORPORATED, a corporation created and existing under the laws of the State of Maryland, hereinafter referred to as the "Housing Corporation", and the WASHINGTON SUBURBAN SANITARY COMMISSION, a municipal corporation of the State of Maryland, hereinafter referred to as the "Commission".

W I T N E S S E T H:

WHEREAS, Greenbelt has, pursuant to statutory authorization therefor, acquired by deed of dedication, ordinances, resolutions, and other legal procedures and is maintaining and operating water and sanitary sewer facilities within its corporate limits; and

WHEREAS, the said water and sewer systems were constructed in four sections as Greenbelt itself was constructed and developed, the first section having been built in 1937, the second section in 1941 (both by the United States Government), and two additional sections, one called Lakeside Subdivision and the other Woodland Hills Subdivision, having been constructed in recent years as private subdivision developments and by resolution having been dedicated to and accepted by Greenbelt into its water and sewer system; and

WHEREAS, Greenbelt presently purchases water from the Commission and distributes it, at sale, to the inhabitants and users within Greenbelt, and maintains and operates its own sanitary sewer facilities including a sewage disposal plant; and

WHEREAS, the Commission was created by the Legislature invested with the authority and duty to construct, maintain

and . operate systems for water supply and sewerage, and to provide other facilities, in an area known as the Washington Suburban Sanitary District in Prince George's and Montgomery Counties; and

WHEREAS, Greenbelt lies within the said Sanitary District and the parties hereto recognize the desirability of the Commission taking over Greenbelt's water and sewer systems and making said system a part of the Commission's system for operation and maintenance by said Commission; and

WHEREAS, the Commission is willing to acquire and take over and operate Greenbelt's water and sewer systems and Greenbelt is desirous that the Commission take over and acquire the same, all upon the hereinafter expressed terms and conditions; and

WHEREAS, in order for the Commission to take over and operate the Greenbelt system, and to supply water and sewer service to the inhabitants and users presently served by said system as well as to supply service to all future developments within the corporate limits, upon the same provisions and conditions of service applicable to other users within the Sanitary District it will be necessary for the Commission to install some water meters, to replace and adjust other meters, to abandon existing services that formerly served heating systems, all as more particularly hereinafter set out (stipulated costs and expenses for which will be paid to the Commission by Greenbelt and the Housing Corporation); and

WHEREAS, in order that additional subdivisions and developments may be constructed within the corporate limits of Greenbelt and be supplied with water and sewer services upon the same provisions and conditions that other subdivisions and developments within the Sanitary District are supplied and served by the Commission, it will be necessary for the Commission to construct an outfall sewer from the Indian Creek trunk sewer up the Indian Creek Valley to connect to

the sewage lines from these new subdivisions and developments as well as connect the outfall lines from the Greenbelt sewage treatment plant; and

WHEREAS, the Commission is authorized by law to maintain and operate water and sewer services to the property lines of property served by it, but not beyond said property lines, and insofar as the water and sewer systems of Greenbelt may involve lines and appurtenances beyond the property lines it is understood by the parties hereto that the system to be acquired by the Commission involves the water and sewer system as dedicated to Greenbelt by the United States Government, together with the easements and rights of way therein contained which are generally to the water meter or curb cock cut-off, as the case may be, all as more definitely indicated by the accompanying maps hereinafter more fully described, and that the Commission's responsibility for maintenance shall be limited thereto; and

WHEREAS, the conveyance to the Commission by Greenbelt of the water and sewer systems shall include not only pipes, mains, meters and appurtenances of said systems, but the easements and rights of way wherein the same are located or owned, used or intended to be used, in connection with said water and sewer systems; and

WHEREAS, the conveyance of the water and sewer systems to the Commission shall include the unlimited use of the Greenbelt sewage treatment plant. It is the intent of this Agreement that neither the land nor the improvement known as the Greenbelt sewage treatment plant shall be conveyed to the Commission but shall be maintained and operated by the Commission for the treatment of the Greenbelt sewage until such time as the Indian Creek Valley sewer line can be constructed and connected to the Greenbelt sewer lines; and

WHEREAS, said water service lines have been cut and capped in the basement of buildings and hot water and heating

systems formerly separately supplied by water lines have been reconnected to an existing metered line on the property of the Housing Corporation and which practice does not conform to the regulations of the Commission, the Housing Corporation authorizes the Commission to disconnect and abandon such service, and the Housing Corporation agrees to pay the Commission the cost of abandoning such services as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties hereto unto the others, the receipt of which is severally acknowledged, the parties do agree as follows:

1. Conveyance of water and sewer systems and easements and rights of way.

Greenbelt and the Housing Corporation hereby sell, transfer and convey unto the Commission, its successors and assigns, the water and sanitary sewer system owned, operated and maintained by Greenbelt, except the Greenbelt sewage treatment plant and land upon which said plant is located, including all rights, title and interest of Greenbelt in and to all reservoirs, pipes, mains, conduits, service pipes, hydrants, meters, valves, tanks and manholes, as shown on Exhibits 1, 2, 3 and 4, together with copies of maps, plats, blueprints and records in the possession of Greenbelt relative to the location, construction, operation or maintenance of said systems, together with perpetual rights of way and easements for the purposes of constructing, operating, maintaining, replacing and inspecting the water mains, sewer pipes, hydrants, meters, valves, tanks and manholes, as shown on Exhibits 1, 2, 3 and 4, together with the rights and privileges reasonably necessary to the exercise of the easements and rights of way, including the right of access to the easements and rights of way and the

right to use adjoining and abutting land where necessary, but the right to use adjoining and abutting land shall be exercised only during periods of actual construction and maintenance and inspection and then only to the minimum extent of such construction and maintenance. The easements and rights of way transferred and conveyed hereunder lie and are in, on and upon the land in which are the water and sewer pipes, mains, conduits, hydrants, meters, valves, tanks and manholes of the Greenbelt water and sewer system, the said easements and rights of way having for their respective center lines the said mains, lines and other enumerated appurtenances and paraphernalia of the water and sewer system, all as shown on Exhibits 1, 2, 3 and 4, and shall be ten (10) feet in width from each side of said center line, except that where there are existing buildings the width of the right of way shall be less than ten (10) feet in width extending only to a point one (1) foot from said structures, as the same are shown on Exhibits 1, 2, 3 and 4. It is understood and agreed that in no event do the easements and rights of way transferred and conveyed hereunder extend to or lie in any part of the land on which there is an existing building. There is excepted from the transfers and conveyances hereunder the parcel of land and improvements thereon situate known as the Greenbelt sewage treatment plant. (Said treatment plant may be used by the Commission for the treatment of Greenbelt's sewage until the outfall sewer line is constructed up the Indian Creek Valley and connected to the Commission's Indian Creek trunk lines, as hereinafter provided for in Paragraph 7.)

2. Acceptance of systems by the Commission.

The Commission does hereby purchase and accept from Greenbelt and the Housing Corporation the aforesaid water and sewer systems and the easements and rights of way, and other property as described in Paragraph 1, above, transferred and conveyed to it hereunder, and will, from and after the date

of delivery of an executed copy of this Deed and Agreement to it, operate and maintain said systems; provided, however, that it is understood that the water and sewer systems, conveyed to the Commission hereunder, which the Commission accepts, shall be those portions of the existing pipes and appurtenances thereof within Greenbelt as dedicated by the United States Government to Greenbelt, and those portions of existing pipes and appurtenances accepted by Greenbelt from the Lakeside Subdivision and the Woodland Hills Subdivision. There are attached hereto and made a part hereof four plats labeled, respectively, Exhibits 1, 2, 3 and 4, which show the existing water and sewer systems of Greenbelt and the existing water mains and sewer lines thereof which are being accepted by the Commission hereunder and those which are beyond the property lines but within rights of way and easement rights owned by Greenbelt and the Housing Corporation as well as those lines which are beyond the property lines of property served by said water and sewer lines which are not being accepted by the Commission but which will continue to be maintained by and at the responsibility of the owners of said properties. Exhibit 1 shows the Greenbelt sewerage system in that portion of Greenbelt known as the first and second sections thereof. The green lines on Exhibit 1 show the existing sewers and appurtenances which are being transferred and conveyed to the Commission, and accepted by the Commission hereunder. The red lines on Exhibit 1 show the existing sewers which are not being accepted by the Commission and which will be continued to be maintained by others. Exhibit 2 shows the water system of Greenbelt in those portions of Greenbelt known as the first and second sections thereof. The blue lines and figures and the green lines and figures on Exhibit 2 show the existing water mains and fire hydrants and existing water services and water meters which are being transferred to the Commission hereunder and which the

Commission accepts. The yellow lines on Exhibit 2 show other mains and services which are not being transferred hereunder and which will continue to be maintained by others. The red figures on Exhibit 2 indicate locations of proposed water meters which will be installed by the Commission. The black lines with an arrow show the water mains and lines which have already been abandoned and disconnected by Greenbelt. Exhibit 3 is of two pages, labeled 3A and 3B, and there is shown on said Exhibit 3 the water and sewer facilities in that part of Greenbelt known as Lakeside which the Commission is acquiring hereunder. Exhibit 4 is likewise of two pages, labeled 4A and 4B, and there are shown on said pages, by appropriate lines and designations, the water and sewer facilities in that section of Greenbelt known as Woodland Hills which the Commission is acquiring hereunder.

The Commission covenants and agrees that no owner of property in Greenbelt (nor his successors in title) abutting and connected to any presently existing water or sanitary sewer line shall be subjected, by the Commission or any of its successors, to any water or sewer front foot benefit charge for a period of thirty-five (35) years from date of this agreement, and that none will be made thereafter except as may be required by laws then in effect with respect to the cost actually incurred for reconstructing or relocating such water and sewer lines.

3. Work to be done by Commission.

Following the execution of these presents the Commission will complete the metering of all water services in the Greenbelt system and abandon the services no longer used in the following particulars:

<u>Section</u>	<u>Type of Work</u>	<u>Cost</u>
(1) Old Section (1938)	Abandon services that formerly served heating systems	\$ 2,210.00
(2)	Replace 20-5/8" meters, adjust meter settings & replace frame	75.00
(3) Newer section (1941)	Make settings & install 120 various size meters	32,525.00
(4) Jewish Comm. Center	Make setting & install 1 1/2" meter	260.00
(5) Lakeside	Make setting & install 5/8" meter	60.00
(6) City Rec. Field	Make setting & install 1 1/2" meter	260.00
Total		\$35,390.00

The Commission will supply the necessary water meters, contemplated under the foregoing tabulation, and do the adjusting, installation and replacement of meters, meter settings and water meter frames. The Commission agrees to perform the foregoing work for a lump sum price of \$35,390.00, payable as set forth in Paragraph 4, below. From and after date of acquisition of the Greenbelt systems the water users served by said system will be charged the regular meter service charge applicable to other users within the Sanitary District.

4. Payment to Commission.

The Housing Corporation will pay the Commission for the work and services to be performed by the Commission as set forth in Items 1, 2 and 3 in Paragraph 3, above, the total sum of Thirty-four Thousand, Eight Hundred Ten Dollars (\$34,810.00) and Greenbelt will pay the sum of Five Hundred Eighty Dollars (\$580.00) for the 4th, 5th and 6th items set forth in the foregoing tabulations. The total amount to be paid the Commission by the Housing Corporation and Greenbelt is Thirty-five Thousand, Three Hundred Ninety Dollars (\$35,390.00). Greenbelt agrees and understands that if the Housing Corporation does not pay the above sum required to be paid by

said Housing Corporation hereunder then it, Greenbelt, will make said payments to the Commission. Such sums shall be payable upon the completion of the work and notification thereof by the Commission.

5. Bills for water and sewer service.

Immediately following the execution of this agreement and delivery of an executed copy thereof to the Commission, the Commission will commence the metering of all water services in the Greenbelt system and abandon the services no longer used as set forth in Paragraph 3, above, such work to be completed by the Commission within ninety (90) days after delivery to it of the executed copy of This Deed and Agreement. Upon the completion of said work the Commission shall set a zero date, and on such zero date the Commission shall commence to read all existing water meters in the Greenbelt system, and from and after such reading the respective water consumers shall be billed by the Commission at the usual Commission's rates for water consumed after said date of reading. The Commission shall use the same zero date to begin the Commission's sewer usage charge in the same manner as provided for water charge except in those cases where a sewer usage charge may not be applicable.

The Commission shall furnish Greenbelt with a copy of the meter readings made by it, the Commission, and Greenbelt shall be free to bill and receive payments on account of bills for water consumed to zero date. At such time Greenbelt shall notify all of its consumers of the transfer of the system to the Commission and shall remit to the Commission any payment that it, Greenbelt, may receive for water and sewer services rendered by the Commission after the established zero date. The Commission shall likewise remit to Greenbelt any payments that they may receive for water or sewer service charges provided by Greenbelt prior to said zero date. The parties hereto understand and recognize that the reading of the meters

involved may involve two days rather than a single day, and the term "zero date" shall include both such days on which meters are read. During the period of time following the execution of this Agreement and zero date, Greenbelt shall continue to pay the Commission for water purchased and distributed to Greenbelt customers on the same terms and conditions as have heretofore obtained. Upon the date of the reading of the last meter in Greenbelt's system, the Commission will read the meter through which flows water sold by it to Greenbelt and render a statement therefor to Greenbelt, and Greenbelt will, under the same terms and conditions that they are now purchasing from the Commission, pay said statement in full to the Commission.

6. Additional instruments.

This Agreement may be recorded among the Land Records of Prince George's County, Maryland, and upon request of either party hereto a deed or deeds shall be prepared, executed and delivered, and then recorded among said Land Records, conveying any of the real estate, improvements thereon situate, or easements or other structures, property, or bills of account, described, mentioned or contemplated by this Agreement. The parties hereto agree to cooperate in the preparation and execution of such subsequent or additional instruments as may be necessary.

7. Use and operation of Greenbelt sewage treatment plant.

The Commission has approved, and included in its construction program, the construction of a trunk sewer line in the Indian Creek Valley, which said line, when constructed and in operation, shall connect to the present sanitary sewer lines of the Greenbelt system which lead to the Greenbelt sewage treatment plant as well as such other sanitary sewer lines as may be constructed by the Commission in Greenbelt. When the Commission does so construct and operate the new outfall sewer line in Indian Creek Valley, the Commission

will then connect the present sewer line which leads to the Greenbelt sewage treatment plant into the said new outfall sewer. This connection will remove the necessity for the operation and maintenance of the present Greenbelt sewage treatment plant by the Commission, and the Commission will then, by written notification to Greenbelt, abandon the use of the Greenbelt sewage treatment plant, and Greenbelt will, by written correspondence, recognize the notification of abandonment by the Commission. The Commission agrees that from and after the "zero date" hereinabove defined and until the date of abandonment specified in the notification thereof, it will operate the Greenbelt sewage treatment plant and will maintain the structures, equipment, motors, valves, tanks, manholes, pumps, pumping apparatus, engines, machinery and all equipment used in connection with said system and to supply all labor, services, etc. needed to operate and maintain said sewage treatment plant. The Commission makes no warranty, either expressed or implied, that said sewage treatment plant, either the land or the improvements thereon, will be the same at the date of abandonment as it was at the date of acceptance by the Commission.

8. Easements and Rights of Way.

Upon the request of the Commission, Greenbelt will obtain and then transfer and convey unto the Commission such easements or rights of way as may be necessary for the proper maintenance, operation, reconstruction, and inspection of the existing Greenbelt water and sewer systems, and facilities and structures thereof, for which easements and rights of way have not heretofore been acquired by Greenbelt and conveyed to the Commission under this Agreement by the provisions of Paragraph 1, above. The Housing Corporation joins in the signing of this Agreement to convey and transfer unto the Commission any title, right or interest it may have to so much of the water system, sewer system, easements and rights of way, as are mentioned within this Agreement.

9. Construction of new lines.

Greenbelt agrees that neither this Agreement nor any of its terms or conditions will limit the Commission's existing authority to construct new lines when same are deemed to be necessary by the Commission,

10. Authority for maintenance and repair.

The Commission agrees that in maintaining and repairing the water and sewer lines and appurtenances thereof any property disturbed will be restored to a condition substantially similar to that existing at the time of such maintenance or repair, such restoration, maintenance and repair to be at the expense of the Commission. The Commission may require that corrective action shall be taken by the parties to this contract whenever threat of damage to the water and sewer lines and appurtenances thereto may be caused by structures, fill, grading, shrubbery or plantings. The Commission shall require that a formal permit be issued by the Commission before any structures shall be erected over any of the water and sewer lines acquired hereunder.

11. Warranty.

Greenbelt represents and warrants that there are no suits, claims or demands attributable to or arising from and out of the operation of the water and sewer system to the date of execution of This Deed and Agreement, and further agrees to hold the Commission harmless from the same and from any action arising after the date of execution and prior to the take-over date, whether such action be asserted after or before said take-over date.

12. Notice of execution and delivery of Deed and Agreement.

Greenbelt and the Housing Corporation will each notify the Commission when it has executed, respectively, this Deed and Agreement, and the party last executing shall have the responsibility for delivering the executed copy hereof to the office of the Commission, and said party will deliver to

the office of the Commission notice in writing of intention to deliver one day in advance of the actual delivery.

13. Benefit.

This Agreement shall run to, bind, and inure to the benefit of the parties hereof and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY OF GREENBELT, a municipal corporation, has caused these presents to be signed by Thomas J. Canning, its Mayor, attested and its corporate seal annexed by Winfield McCamy, its Clerk, and the GREENBELT HOMES, INCORPORATED, a Maryland corporation, has caused these presents to be signed by Edward A. Burgoon, its President, attested and its corporate seal annexed by Bruce L. Bowman, its Secretary, and the WASHINGTON SUBURBAN SANITARY COMMISSION, has caused these presents to be signed by T. Earle Bourne, its Chairman, attested and its corporate seal annexed by John T. Bonifant, its Secretary, all of the same being done as of the day and year first hereinabove written.

CITY OF GREENBELT

ATTEST:

By: /s/ Thomas J. Canning
Thomas J. Canning, Mayor

By: /s/ Winfield McCamy
Winfield McCamy, Clerk

GREENBELT HOMES, INCORPORATED

ATTEST:

By: /s/ Edward A. Burgoon
President

By: /s/ Bruce L. Bowman
Secretary

WASHINGTON SUBURBAN SANITARY
COMMISSION

ATTEST:

By: /s/ T. Earle Bourne
T. Earle Bourne, Chairman

By: /s/ John T. Bonifant
John T. Bonifant, Secretary

STATE OF MARYLAND :
:SS
COUNTY OF PRINCE GEORGE'S :

On this the 25th day of October, 1958,
before me, Winfield McCamy, the undersigned
officer, personally appeared Thomas J. Canning, who
acknowledged himself to be the Mayor of the City of Greenbelt,
a corporation, and that he as such Mayor, being authorized so
to do, executed the name of the corporation by himself as
Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

/s/ Winfield McCamy
Notary Public

My Commission expires May 4, 1959.

STATE OF MARYLAND :
:SS
COUNTY OF PRINCE GEORGE'S :

On this the 23rd day of October, 1958,
before me, Marie L. Thomas, the undersigned
officer, personally appeared Edward A. Burgoon,
who acknowledged himself to be the President of Greenbelt
Homes, Incorporated, a corporation, and that he as such
President, being authorized so to do, executed the name of
the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

/s/ Marie L. Thomas
Notary Public

My Commission expires May 4, 1959.

STATE OF MARYLAND :
: SS
COUNTY OF PRINCE GEORGE'S :

On this the 14th day of October, 1953,
before me, Evelyn L. Sweet, the undersigned
officer, personally appeared T. Earle Bourne, who acknowledged
himself to be the Chairman of the Washington Suburban Sanitary
Commission, a corporation, and that he as such Chairman, being
authorized so to do, executed the name of the corporation by
himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

/s/ Evelyn L. Sweet
Notary Public

My Commission expires May 4, 1959.

Chronology re: WSSC's proposal to replace water piping for GHI's masonry homes

Date	Activity
9/25/2007	WSSC informs GHI that it will replace galvanized water pipes for our masonry homes using the traditional trenching method, in 4 phases beginning in 2008. • Phase 1 – GHI not affected • Phase 2 – affects GHI homes at 135A & 135B Northway and homes bounded by Northway, Hillside Rd, Eastway and Ridge Rd. • Phase 3 – affects the GHI Administration building and GHI homes bounded by Eastway, Crescent Rd, Southway and Ridge Rd. • Phase 4 – affects GHI homes bounded by Southway, Crescent and Ridge Rd.
4/25/2008	WSSC staff meets with staff from GHI and City of Greenbelt. WSSC states: • The overall project is presently at 70% of the design phase. • Actual work for the project is expected to start during the spring of 2009 at the earliest.
May 2008	WSSC submits design drawings dated February 2008 for phases 2, 3 and 4 to GHI showing placement of new pipes with new meters located several feet away from homes. Pipes will be installed using the traditional trenching method.
7/3/2008	GHI and City of Greenbelt Staff meet with WSSC officials. WSSC agrees to: • Schedule a walk thru in the affected areas of all project phases to assess items that will be restored after construction. • Provide revised design drawings for all phases to GHI
3/3/2009	WSSC meets with staff from the City of Greenbelt and GHI to discuss the permit requirements for replacement of the WSSC water mains in various streets located in the City of Greenbelt. WSSC states: • It had completed the design for phase 1 and intends to begin construction later in 2009. • Because of the significant disturbance to landscape items resulting from the traditional trenching method, WSSC is exploring the use of the directional boring method for phases 2 to 4. WSSC is also in the process of re-designing phases 2 to 4 and plans to begin construction work within phase 2 in June 2010.
12/7/2009	WSSC submits revised drawings for Phase 2 only, to GHI for comment showing meters removed from the buildings to curbsides of streets. The new design will employ a directional boring technique with water pipes installed in casements.
12/31/2009	Having reviewed the revised phase 2 drawings, GHI sends a memorandum to WSSC seeking clarification on a few points including the issue of ownership of pipes from the meters at the streets to the buildings.
1/25/2010	WSSC informs GHI that WSSC will be responsible up to the meter, and pipes from the meters at the streets to the buildings will be GHI's responsibility.

2/25/2010	GHI points out to WSSC that in a 1958 agreement signed by WSSC and Greenbelt Homes, Inc., WSSC took ownership of the water piping up to the meter boxes located at the housing units. GHI requests WSSC to retain ownership of the water pipes up to the buildings and relocate the new meter boxes adjacent to the housing units.
4/8/2010	Mr. Senesie of WSSC meets with GHI staff and states that WSSC and not GHI will be responsible for the future maintenance of the new pipes from the meters to the buildings. He was requested to confirm this in writing.
5/25/2010	Mr. Senesie of WSSC responds that the issue about who should maintain the water house connections had not been resolved. He promises to let us know as soon as a decision is made.
6/23/2010	WSSC informs GHI that the cooperative will be responsible for maintaining the service connections between the meters and the buildings after construction.
7/15/2010	At a Board meeting, GHI's Board of Directors asks staff to set up a meeting with WSSC officials to discuss and hopefully resolve the issues about maintenance responsibility for the new pipes.
10/18/10	GHI's staff (General Manager Gretchen Overdurff, Assistant General Manager Eldon Ralph, Director, Technical Services Tom Sporney and Project Manager Peter Joseph) along with GHI Board members Sylvia Lewis, Ed James and GHI's Attorney Pat Mc Andrew meet with WSSC officials to discuss the issues about the second design plan and maintenance responsibility for the new pipelines.
10/19/2010	A letter is sent to WSSC by General Manager Gretchen Overdurff detailing GHI's concerns (including questions about the second design plan) that were raised during the 10/18/2010 meeting.
12/1/2010	WSSC re-iterates its position that GHI will be responsible for maintaining the service connections between the meters and the buildings after construction.
1/24/2011	GHI's attorney Mike Mc Andrew sends a letter to WSSC's General Manager stating that all parties to the 1958 agreement (GHI, WSSC and the City) must consent to any changes to the agreement and WSSC cannot unilaterally proceed to transfer ownership of the pipelines to GHI unilaterally.
2/18/11	In response to a GHI's inquiry through P.G. Councilwoman Ingrid Turner's office, Mr. Eugene Williams (WSSC's Government Relations Manager) states that having conferred with its General Counsel's office, WSSC has the statutory authority to relocate the meters as they wish.
4/25/11	GHI's attorney Martin Hutt requests clarification from WSSC on its asserted authority to do the relocation work.
4/25/11	Laura Swisher (WSSC's attorney) responds to Mr. Hutt that she believed Mr. Eugene Williams was referring to WSSC's authority in general. She referenced Titles 21, 23, and 24 of the Public Utilities articles of the Annotated Code.
8/30/11	GHI's staff (General Manager Gretchen Overdurff, Assistant General Manager Eldon Ralph, Director, Technical Services Tom Sporney) as well as GHI Board members Ed James and David Morse and GHI's attorney Martin Hutt attend a meeting at WSSC. They inform us that they will revert to the traditional open trench method of installing the water pipes and relocate the house meters from the streets to the

	curbside of serviceside yards of GHI units. GHI will be responsible for future maintenance and repairs of the lateral lines from the meters to the buildings.
10/3/2011	WSSC officials visit GHI to explain the revised open trench design plan to Gretchen Overdurff, Tom Sporney, Eldon Ralph, Ed James, and Laura Moore (ex-Board member). They explain that the meters will be placed at the curbsides of serviceside yards for ease of reading them.
10/26/2011	GHI's General Manager Gretchen Overdurff sends a letter to Ms. Tucker of WSSC stating that GHI will agree to the new design if WSSC takes ownership of the lateral pipes from the meters to points where the existing meters are located.
1/6/2012	WSSC's General Manager Jerry Johnson sends a letter to Gretchen Overdurff stating that WSSC had abandoned the project because WSSC made three design proposals that GHI rejected.
5/4/2018	WSSC's Deputy General Manager Joe Mantua sends a letter to GHI's General Manager Eldon Ralph proposing to move forward with the current design of the water and sewer main replacement projects; WSSC will continue to be responsible for the maintenance and repair of the additional on property pipe for 30 years from the date of project completion giving GHI an opportunity to build up a substantial infrastructure fund for maintenance and repairs beyond 30 years.
5/31/2018	By consensus, GHI's Board of Directors direct the General Manager to recommend a professional negotiator that GHI should hire to negotiate GHI's position in discussions with WSSC, if WSSC relocates the water meters from their current locations to the curbsides of serviceside yards.
10/5/18	GHI representatives – Attorney James McCollum, Steve Skolnik (Board President), Linda Seely (Board member), Eldon Ralph (General Manager) and Tom Sporney (Asst. General Manager) along with staff representatives from the City of Greenbelt meet with WSSC to discuss their 5/4/2018 proposal.
10/12/18	Following the 10/5/18 meeting with WSSC, Eldon Ralph sends a letter to WSSC with a list of questions about their 5/4/2018 proposal.
1/29/19	WSSC's Chief of Staff sends an email responding to the questions in the GHI General Manager's letter dated 10/12/18.
9/26/19	Mayor Emmett Jordan on behalf of the Greenbelt City Council and GHI Board President Steve Skolnik send a joint letter to WSSC General Manager Carla Reid requesting re-establishment of negotiations regarding the proposed improvements to GHI's water and sewer infrastructure. The letter requests Ms. Reid's personal participation in the discussions.
1/31/2020	WSSC General Manager Carla Reid responds to the 9/26/19 letter from Mayor Jordan and Board President Skolnik stating that WSSC's proposal to be responsible for maintenance and repair of the additional pipes on GHI property for 30 years from the project completion date, is more than generous since it would give GHI ample time to raise funds for future maintenance and repairs. The letter states that Ms. Reid is open to a meeting, but WSSC needs a response to its proposal. If GHI is not willing to accept WSSC's proposal, the cooperative should let WSSC know.
11/3/20	Mayor Colin Byrd and Board President Skolnik send a joint letter to WSSC Manager Carla Reid stating that the City and GHI fully understand WSSC's desire to

	bring GHI's water and sewer infrastructure in alignment with WSSC's current design standards and do not object if any such changes do not result in a breach of the 1958 agreement.
2/12/21	WSSC General Manager Carla Reid sends a letter to Mayor Byrd and Steve Skolnik stating as follows, "Given your opposition to our offer, needs in other parts of our system, and current funding/resources constraints, WSSC Water will continue to operate and maintain the GHI water system based on the 1958 tripartite agreement but will not proceed with the upgrade project. While we regret that we have been unable to arrive at a mutually agreeable solution with GHI, we will honor the existing agreement to operate and maintain the community's water and sewer systems".



COMMISSIONERS
Howard A. Denis, Chair
Keith E. Bell, Vice Chair
Fausto R. Bayonet
T. Eloise Foster
Chris Lawson
Sandra L. Thompson

GENERAL MANAGER
Carla A. Reid

VIA EMAIL

February 12, 2021

The Honorable Colin A. Byrd
25 Crescent Road
Greenbelt, MD 20770-1886

Steve Skolnik, President
Greenbelt Homes, Inc.
1 Hamilton Place
Greenbelt, MD 20770-1886

Dear Mayor Byrd and Mr. Skolnik:

Thank you for your November 3, 2020, letter regarding WSSC Water's proposed system upgrade in the Greenbelt Homes, Inc. (GHI) Community. WSSC Water remains committed to working collaboratively with GHI to operate and maintain the water and sewer mains in the community.

In your recent letter, you indicated that GHI opposes our offer to continue the operation and maintenance of all portions of on-property water house connection pipes for a period of 30 years from the date we complete the replacement and rehabilitation of the infrastructure in the GHI community. We felt this offer provided you time to raise necessary funds to assume ownership of the private property pipes. Given your opposition to our offer, needs in other parts of our system, and current funding/resources constraints, WSSC Water will continue to operate and maintain the GHI water system based on the 1958 tripartite agreement but will not proceed with the upgrade project.

While we regret that we have been unable to arrive at a mutually agreeable solution with GHI, we will honor the existing agreement to operate and maintain the community's water and sewer systems. Should you have any questions, please contact our Chief Engineer Michael Harmer P.E., at (301) 206-8655 or Mike.Harmer@wsscwater.com

Sincerely,

Carla Reid
General Manager/CEO

cc: Mike Harmer P.E., Chief Engineer, WSSC Water



GREENBELT HOMES, INC.

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



November 3, 2020

Carla A. Reid, General Manager
Washington Suburban Sanitary Commission
14501 Sweitzer Lane
Laurel, MD 20707

Dear Ms. Reid:

Thank you for your January 31, 2020 letter, in response to ours of last September. Greenbelt Homes, Inc. (GHI) and the City of Greenbelt greatly appreciate your response and your interest in continuing the negotiation regarding proposed improvements to GHI's water and sewer infrastructure. We particularly appreciate the inclusion of the responses to the eleven (11) questions posed by GHI General Manager Eldon Ralph, drafted by Jaclyn Vincent, WSSC Chief of Staff.

The facts of historic Greenbelt having been constructed by the U.S. Government with discrete water and sewer systems, and subsequent establishment of the 1958 tripartite contractual agreement between WSSC, the City of Greenbelt, and GHI, have resulted in the current unique situation. We fully understand WSSC's desire to bring GHI's water and sewer infrastructure in alignment with your organization's current design standards, and we do not object as long as any such changes do not result in a breach of the current agreement.

Meter relocation and supply piping responsibility

GHI would not object to the water meters being relocated as per the proposed WSSC design *per se*, and we understand the desire for meters to be more accessible for ease of remote data gathering. It is the corollary to the proposed relocation that is problematic, in that WSSC's design standard requires that all supply piping on the load side of the meter be maintained by and property of GHI. Although this may be an unintended consequence, the result is that GHI would *de facto* become responsible for thousands of feet of water supply piping that are currently maintained under WSSC's aegis. This would constitute a unilateral change to both the letter and spirit of the 1958 agreement, which change would be detrimental to our members; therefore, GHI strongly opposes this modification. The current agreement has been in force and functioning satisfactorily for over (60) years, and we see no rationale for a substantive change at this time.

WSSC has offered, as an accommodation, to continue maintaining water supply lateral

pipes between relocated meters and GHI homes for a period of (30) years, the rationale being to allow GHI a period in which to gather reserve funds for eventual replacement of these pipes at their (80) to (100) year-end of life. GHI proposes that WSSC continue to honor the terms of the current contractual agreement either by replacing meters in existing locations, or by continuing to own and maintain the water supply pipes to within five feet (5-ft.) of each building foundation.

Replacement of sewer piping concurrent with supply piping

GHI has strongly encouraged WSSC to replace sewer lateral piping concurrent with water supply piping, so as to minimize disturbance to landscaped yards and parking areas. Ms. Vincent's answer to our question no. 6 leaves unclear WSSC's intention with regard to this item, and we respectfully request further clarification. It is our belief that replacing supply and sewer laterals at the same time will result in cost savings for WSSC, as well as reduced disturbance and inconvenience for our members.

Connection of new supply and sewer laterals at GHI homes

GHI is currently investigating replacement of aging plumbing pipes in our homes as a replacement reserves item. Rather than having WSSC connect new water supply and sewer laterals to existing, aged pipes outside our building foundations, GHI desires to have the laterals be all new into the crawl spaces. It will be much simpler, and with very little cost, for WSSC to extend the new laterals into the crawlspaces through existing sleeves, than it would be for GHI to have a separate contractor provide this work, requiring a second service interruption and challenging coordination between GHI, contractor(s), and WSSC. We believe this makes good sense, benefiting our members and WSSC. Therefore, we request reconsideration of GHI's request that new lateral pipes be extended into the crawl spaces by WSSC.

Next steps

Thank you again for your attention; we look forward to your prompt reply.

Sincerely,



Steve Skolnik, President
Greenbelt Homes, Inc.



Colin Byrd, Mayor
City of Greenbelt, Maryland