



March 13, 2023

Via Federal Express and E-Mail

Dawn Mitchell Parks  
Town of Ocean View  
Finance Manger  
201 Central Avenue  
Ocean View, DE 19970

Re: **Town of Ocean View (Town) – Tidewater Utilities, Inc. (Tidewater)  
Water Service Agreement - Amendment No. 4**

Dear Ms. Parks:

Tidewater is pleased to present to you Amendment No. 4 to the Water Service Agreement. Amendment No. 4 extends the O&M services and meter reading/billing services, provided by Tidewater to the Town, for another 5 year term. Price increases are attributed to rising costs across the water utility sector including labor, transportation, inflation and rising employee benefits and health care costs.

Thank you for your consideration and the opportunity to extend the Agreement. I can be reached at 302-747-1325 or [khiggins@tuiwater.com](mailto:khiggins@tuiwater.com) with any questions or concerns.

Sincerely,

Kirsten E. Higgins  
Vice President, Development & Contract  
Administration

cc: Carol Houck, Town of Ocean View (Electronic Delivery)  
Rob Capko, Tidewater Utilities, Inc. (Electronic Delivery)  
Ray Ebaugh, Tidewater Utilities, Inc. (Electronic Delivery)  
Bruce Patrick, Tidewater Utilities, Inc. (Electronic Delivery)

TOWN OF OCEAN VIEW – TIDEWATER UTILITIES, INC.  
WATER SERVICE AGREEMENT  
AMENDMENT NO. 4

This Fourth Amendment (“Amendment No. 4”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Ocean View, Delaware (“Town”), and Tidewater Utilities, Inc. (“TUI”) (collectively “the Parties”).

WHEREAS, the Parties previously entered into a Water Service Agreement (“Agreement”), dated August 8, 2007, relating to providing public water, meter reading and billing services and O&M services to the Town, and;

WHEREAS, the Parties entered into an amendment to the Agreement (“Amendment No. 1”) dated May 1, 2013, and;

WHEREAS, the Parties entered into a second amendment to the Agreement (“Amendment No. 2”) dated April 10, 2018, and;

WHEREAS, the Parties entered into a third amendment to the Agreement (“Amendment No. 3”) dated July 10, 2018, and;

WHEREAS, the Parties seek to update and amend the Agreement, as amended, to extend the O&M Services and meter reading/billing services for an additional five year term, and;

NOW, THEREFORE, the Parties hereby stipulate and agree and amend the Amendment the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and to be bound hereby, as follows:

1. Section 12 of the Agreement is hereby deleted and replaced with the following:

*For the O&M Services outlined in Section 9 of the Agreement, the Town shall pay White Marsh an annual fee, billed on a monthly basis and due within 30 days of the date of the bill, in accordance with the following fee schedule:*

<i>Year</i>	<i>Annual Fee</i>	<i>Billed Monthly</i>
<i>1</i>	<i>\$38,436.00</i>	<i>\$3,203.00</i>
<i>2</i>	<i>\$40,356.00</i>	<i>\$3,363.00</i>

3	\$42,372.00	\$3,531.00
4	\$44,496.00	\$3,708.00
5	\$46,716.00	\$3,893.00

2. Section 16 of the Agreement is hereby deleted and replaced with the following:

*For the meter reading/billing services outlined in Sections 13 and 14 of the Agreement, the Town shall pay White Marsh an annual fee, billed on a quarterly basis and due within 30 days of the date of the bill, in accordance with the following fee schedule:*

<i>Year</i>	<i>Annual Fee</i>	<i>Billed Quarterly</i>
<i>1</i>	<i>\$34,716.00</i>	<i>\$8,679.00</i>
<i>2</i>	<i>\$36,452.00</i>	<i>\$9,113.00</i>
<i>3</i>	<i>\$38,276.00</i>	<i>\$9,569.00</i>
<i>4</i>	<i>\$40,188.00</i>	<i>\$10,047.00</i>
<i>5</i>	<i>\$42,196.00</i>	<i>\$10,549.00</i>

3. The fees for year one set out in sections 1 and 2 of this Amendment No. 2 shall become effective May 1, 2023. Each year shall be billed at the specified rate for a period of 12 months and then the billing rate shall be determined by the next subsequent year as outlined in sections 1 and 2 of this Amendment No. 4.
4. TUI affirms that its subsidiary, White Marsh, is the appropriate payee of any sum of money owed in connection with the services performed by White Marsh on behalf of the Town, as described in Sections 12 and 16 of the Agreement.
5. Except as modified or amended herein, all other provision of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

Town of Ocean View

By:\_\_\_\_\_

Attest:\_\_\_\_\_

Tidewater Utilities, Inc.

By:\_\_\_\_\_

Attest:\_\_\_\_\_