

BOONSBORO KEEDYSVILLE WATER ADVISORY BOARD
MEETING MINUTES
Wednesday May 15, 2024 6:30 PM

Voting members present -Jean Holloway, Chairperson; Tony Nally (B), Eric Kitchen (B-Alt), Matt Hull (K), Brandon Sweeney (K)

Others present - Water & Sewer Superintendent Pete Shumaker, Public Works Superintendent Greg Huntzberry, Keedysville Town Administrator Lisa Riner, Boonsboro Town Planner Drew Bowen, Mayor Ken Lord (K-Alt) and Yvette May, Recording Secretary. The meeting convened at 6:30 PM at Boonsboro Town Hall.

- I. Approval of minutes: February 28, 2024, regular meeting- Motion by Board Member Hull and second by Board Member Nalley to approve Minutes.
Motion carried unanimously.
- II. FY23 Keedysville cost-sharing true-up (if Boonsboro audit is available) - Chairperson Holloway stated this will be on hold until the financial statements for Boonsboro are completed. The True-up will be reviewed at the next meeting.
- III. Review of CIP Projects
 - A. Park Well Replacement- W/S Superintendent Pete Shumaker informed the Board that the second test on the well is completed. MDE needs two Wet Test and two Dry Test.
 - B. Boonsboro Reservoir- Whitman Requardt & Associates (WRA) has completed the final design at 100%. Town Planner Bowen stated Plans are being reviewed by MDE. Eric Kitchen added that he talked with a representative of MDE and informed Kitchen that the permit is close to being approved. Bowen stated that permits submitted to Washington County have been approved.
 - C. Crestview Pressure Reducing Booster Station- Town Planner Bowen stated that when the reservoir is completed, pressure in the Crestview area will go even higher. He stated that engineers have surveyed for the Bypass project and bridge engineers will come this week to look at putting water lines on the bridge instead of digging under road.
- IV. Review quarterly usage report and metering between the Towns (*Jean*)- Chairperson Holloway reviewed FY23-FY24 usage and compared it to the previous quarters. She stated losses were higher in Boonsboro over the past few quarters. Town Manager Lisa Riner stated that Keedysville usage was higher due to the Water Tower maintenance.

- V. Old business
 - A. Draft agreement finalization- Boonsboro is waiting on responses from attorney.
 - B. Review available capacity allocation – Eric Kitchen reviews the newly created Water Production Capacity and Available EDUs. He asked the Board is the standard industry practice to use Permitted Capacity or Reliable Capacity? Bowen stated that he has seen it used both ways. Holloway stated that it is wise to use the Reliable capacity, what the town can actually treat. Holloway also stated that MDE will calculate the reserve by the permitted capacity not the reliable capacity. Motion by Board Member Nalley and second by Board Member Hull to move to the new format of the Water Production Capacity and Available EDUs Worksheet. **Motion carried unanimously.**
- VI. New business
 - A. Lead & Copper Inventories – Board Members review the current quotes. Board Member Sweeney states he is going to reach back out to 120 Water and EA to get an updated cost. Members all agree that it would be better to use the same firm to complete the inventory sheets. Town Manager Riner stated that RK&K is completing the inventory for Hancock. Sweeney stated he will reach out to them as well.
- VII. System Operator’s Report - Utilities Superintendent Pete Shumaker stated there are no major issues with Keedysville or Boonsboro. Tank cleaning was completed last month, and everything went well.
- VIII. Public comment – Eric Kitchen mentioned that Town Manager Jared Schumacher was no longer employed with the Town of Boonsboro and the Town is taking application

There were no additional discussions, Chairperson Holloway adjourned the meeting at 7:20pm. The next regularly scheduled meeting is Wednesday August 14, 2024, at 6:30 PM at Boonsboro.

Submitted by Yvette May Administrative Assistant Town of Boonsboro

Boonsboro Keedysville Water Advisory Board

Wednesday May 15, 2024 6:30 PM

Keedysville Town Hall

AGENDA

Rules of procedure: Members of the Water Advisory Board, alternates and town staff or others involved with the operation of the joint water system are welcome to sit at the table during our meetings provided there is sufficient room. Discussion is open but with priority given to members of the Board. The Chair reserves the right to limit discussion to Board members at his/her discretion in accordance with the Board's Bylaws. Voting is restricted to the 5 members of the Board or alternates serving in the place of a Board member.

- I. Approval of minutes: February 28, 2024 regular meeting
- II. FY23 Keedysville cost-sharing true-up *(if Boonsboro audit is available)*
- III. Review of CIP Projects
 - A. Park Well Replacement
 - B. Boonsboro Reservoir
 - C. Crestview Pressure Reducing Booster Station
- IV. Review quarterly usage report and metering between the Towns *(Jean)*
- V. Old business
 - A. Draft new consolidated agreement between the Towns
 1. Review available capacity allocation
- VI. New business
 - A. Lead & Copper Inventories
- VII. System operator's report *(Pete)*
- VIII. Public comment

NEXT SCHEDULED MEETING: *Wed. Wednesday August 14, 2024 6:30 PM at Boonsboro Town Hall*

(Regular meetings are 2nd Wednesday of Feb, May, August and December)

Standard Agenda Schedule:

February

- Review of current year CIP projects
- Review of proposed CIP projects for coming year
- Review of water rates for each town

May

- Review of current year CIP projects
- Review of proposed CIP projects for coming year

August

- Projected costs for
Keedysville for current
year Update of current
year CIP projects
- Review available capacity allocation

December

- True-up of prior year costs for Keedysville
- Review of current year CIP projects (included in
projected cost)

Water Production Capacity and Available EDU's
Projected for FY23 based on Q1+Q2 results (reservoir leaks sandbagged)

1	Water Appropriation Permits		Permitted Daily Avg Flow	Production Capacity		Available Capacity	Reliable Capacity
			GPD	GPM	GPD	GPD	GPD
	Schafer Park & Well #8	WA1988G006(03)	332,000	140 + 65 GPM	295,200	295,200	295,200
	Keedysville Spring	WA1979G012(05)	220,000	170 GPM	244,800	220,000	220,000
	Warrenfeltz Spring	WA1979G013(06)	130,000	120 GPM	172,800	130,000	0
			682,000			645,200	515,200
2	Total water withdrawn						
	FY23 (Q1+Q2) x 2		128,000,000				
	Number of days		365				
	Average daily withdrawal		350,685				350,685
3	Unused capacity GPD		331,315				164,515
	Unused reliable capacity in EDU's					250 GPD	658
4	EDU commitments to others by Boonsboro:						
	King Road (656)			[committed until 2030]			554
	TT&K (360)			[paid, no connection yet]			18
	Easterday (153)			[paid, no connection yet]			8
	Dean 8486 LLC (Fletcher's Grove)			[paid, no connection yet]			19
	Misc. commitments						
	EDU commitments by Keedysville:						3
	TOTAL commitments						602
	EDU Surplus/(Deficit)						56
5	If reliable capacity is held in reserve:					515,200	
				Reserve	5%	25,760	-103
	EDU Surplus/(Deficit)						-47
6	Additional EDU capacity if Boonsboro reduces unaccounted-for water to 15%:						161
	EDU Surplus/(Deficit)						114
7	Reserve EDU's for Keedysville in new agreement:						60
							54

Note: Does not include a) EDU's Boonsboro previously designated for municipal purposes or infill.

Updated: January 26, 2023

Water Production Capacity and Available EDU's FY24

1	Water Appropriation Permits		Permitted Daily Avg Flow		Production Capacity	Available Capacity	Reliable Capacity	
			GPD	GPM	GPD	GPD	GPD	
	Shafer Park & Well #8	WA1988G006(03)	332,000	0 + 65 GPM	295,200	252,000	252,000	
	Keedysville Spring	WA1979G012(05)	220,000	170 GPM	244,800	200,000	200,000	
	Warrenfeltz Spring	WA1979G013(06)	130,000	120 GPM	172,800	144,000	88000	
			682,000			596,000	540,000	
2	Total water withdrawn			We used 5 year average				
	FY24		144,926,736				144,926,736	
	Number of days		365				365	
	Average daily withdrawal		397,060				397,060	
3	Unused capacity GPD		284,940				147,940	
	Unused reliable capacity in EDU's		250 GPD 1,140				250 GPD 572	
4	If reliable capacity is held in reserve:			Reserve 10%				
		682,000					540,000	
		68,200	-273				54,000	-216
	EDU Surplus/(Deficit)		867					356
5	Reserve EDU's for Keedysville in new agreement:							
			60				60	
			807				296	
6	EDU commitments to others by Boonsboro:							
	TT&K (360)	water not paid	18				18	
	Easterday (153)	water not paid	8				8	
	Dean 8486 LLC (Fletcher's Grove)	not paid	56				56	
	Battlefield	not paid	48				48	
	7 additional water to							
	Auction House	pay	7				7	
	Highs	not paid	3				3	
	St. Paul	not paid	4				4	
	EDU commitments by Keedysville:		3				3	
	TOTAL commitments		147				147	
	EDU Surplus/(Deficit)		660				149	

Quarterly Actual Usage			
FY24	Boonsboro gallons	Keedysville gallons	Total
Q1	34,115,910.00	5,640,560.00	39,756,470.00
Q2	37,505,268.00	5,770,732.00	43,276,000.00
Q3	36,187,375.00	5,834,625.00	42,022,000.00
Q4	35,936,000.00	5,748,000.00	41,684,000.00
			166,738,470.00

Year Usage	BK Usage
23-24	166,738,470
22-23	137,737,686
21-22	138,461,190
20-21	140,006,035
19-20	141,690,300
	144,926,736

	EDUs	Gallons per day
Permitted	2,728	682,000
Boonsboro		
Water EDUs	1,744	436,000
Keedysville		
Water EDUs	436	109,000



Mayor & Council Boonsboro, Maryland

Lead Service Line Inventory - **MDE REQUIRED by 10/16/2024**

BIDS

Company	Costs		
	Boonsboro	Keedysville	Total
EA Engineering	\$ 6,250.00	\$ 11,650.00	\$ 17,900.00
WRA	\$ 113,365.00	N/A	\$ 113,365.00
120 Water	\$ 20,463.10	N/A	\$ 20,463.10

PROJECT BUDGET

Revenue	Amount	Comments
Water Fund FY25 - Operating	\$ 7,000.00	
Total Revenue	\$ 7,000.00	

Expenditures	Amount	
Lead Service Report	\$ 7,000.00	
	\$ -	
Total Expenditures	\$ 7,000.00	

Surplus / Deficit \$ -

The Lead and Copper Rule Revisions (LCRR), effective December 16, 2021, requires all community and non-transient non-community water systems to develop a service line inventory to identify the material(s) of service lines connected to the public water distribution system. Both the publicly-owned and the privately-owned sides of the service lines must be included in the inventory. All service lines, regardless of the usage of the water and activity status, must be identified. All water systems must develop and submit the initial inventory to the primacy agency (Maryland Department of the Environment, MDE) by the regulatory compliance date of October 16, 2024, in accordance with 40 CFR § 141.90(e).

April 2, 2024

Mr. Greg Huntsberry
Superintendent
Town of Boonsboro
Department Of Public Works
21 North Main Street
Boonsboro, Maryland 21713

**Subject: Town of Boonsboro and Town of Keedysville Water Service System
Proposal for Preparation of a Lead and Copper Inventory Report
EA Proposal No. 0791846**

Dear Mr. Huntsberry:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Town of Boonsboro for the completion of a lead and copper inventory for the Town of Boonsboro and Town of Keedysville combined water system.

BACKGROUND

The Maryland Department of the Environment (MDE) prepared a guidance document for water systems to comply with the Service Line Inventory requirements of the January 15, 2021, Lead and Copper Rule Revisions (LCRR) which became effective on December 16, 2021. This guidance covers the lifecycle of the inventory, including inventory creation, acceptable methods for material investigations, reporting requirements, public accessibility of service line information, and service line consumer notification.

Under the LCRR of the National Primary Drinking Water Regulations, all Community and Non-Transient Non-Community water systems must develop a lead service line (LSL) inventory to identify the materials of service lines connected to the water distribution system. A Community Water System (CWS) is defined as a water system that supplies water to the same residents year-round. All CWS must develop an initial inventory and submit it electronically to MDE no later than October 16, 2024. Inventory requirements are stipulated in 40 CFR 141.84(a) of the regulations.

SCOPE OF WORK

This Scope of Work describes the tasks necessary to perform and document an LSL inventory for the combined water system for the Town of Boonsboro and Town of Keedysville.

The inventory will include all service lines connecting the water distribution system to the building inlet regardless of ownership or activity status (active or inactive) of the service line. EA will take a programmatic approach to develop an LSL inventory via review of the water system's records to identify service line materials on both portions of the line (system-owned and customer-owned portions). This will include review of existing documents made available by the Town(s) such as construction and plumbing codes, permits, water system records including



distribution system maps and drawings, historical records on each service connection, tap/tie/drill/service cards, meter installation records, historical capital improvement or master plans, standard operating procedures, and inspections/records of the water distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.

EA will utilize the inventory spreadsheet template published by the MDE to inventory each service line (connecting the water main to the building inlet or connecting the well to the building inlet) and categorized as lead, galvanized requiring replacement (GRR), non-lead, and status unknown. The inventory spreadsheet will automatically generate the classification of the entire length of the service line (combination of both portions of the service line, including all segments) based on the water system input of the individual portions.

The scope of work is divided into two consecutive tasks: Task 1 – Town of Boonsboro Lead and Copper Inventory and Task 2 – Town of Keedysville Lead and Copper Inventory.

Task 1: Town of Boonsboro Lead and Copper Inventory

EA understands that the Town of Boonsboro has completed a majority of the inventory within the limits of the Town of Boonsboro. EA will review the Town's prepared inventory for completeness and identify service lines with missing data or unknowns. EA assumes that the service lines with missing data will be addressed by a residential survey card distributed and managed separately by the Town. Once all responses are collected and provided to EA, EA will populate the relevant information in the existing inventory.

In addition to the spreadsheet, EA will prepare a GIS database of inventoried service lines for the Town's review, utilizing the addresses of the buildings with service connections and a geolocator to create a point feature class. The items in this feature class will utilize the unique ID populated in the prepared inventory spreadsheet, assign them based on a unique ID provided by the Town, or assign unique IDs if needed. The fields already populated in the prepared inventory spreadsheet will be appended to the point feature class. This step will allow the Town to view the collected data geospatially, aiding in population of remaining data as well as planning for service lines requiring further field investigation.

Task 1 Assumptions:

- EA assumes that the Town of Boonsboro has completed the initial water service line inventory with addresses and will provide to EA in electronic (Microsoft Excel) for review.
- EA assumes that the Town of Boonsboro will prepare and distribute the residential survey card and required notices for service lines containing lead or copper or GRR.
- EA assumes this task does not require any onsite meetings or field investigation.
- One combined inventory spreadsheet will be prepared and submitted to MDE to include the Town of Keedysville and Town of Boonsboro.
- One Technical Memorandum will be prepared outlining the approach and any assumptions made by EA to populate the inventory spreadsheet and GIS feature class.



Task 2: Town of Keedysville Lead and Copper Inventory

EA understands that the Town of Keedysville has not completed the inventory within the limits of the Town of Keedysville. EA will complete the required inventory for the Town's water service lines. Per discussions with the Town of Keedysville, 133 water service lines are required to be inventoried. EA will prepare the inventory spreadsheet required by MDE and detailed above.

EA will first prepare GIS data of service lines for the Town's Review, utilizing customer addresses from the Town's billing system and a geolocator to create a point feature class. The items in this feature class will assign a unique ID provided by the Town or generate unique IDs if needed. The fields from the MDE inventory spreadsheet will be added as attributes to the point feature class. This step will allow EA to populate the data geospatially.

Population of the missing data will be done based on a desktop review of documents made available by the Town and as allowed by the MDE guidance. EA assumes 1 day onsite to review existing records and scan in materials as needed. EA will then populate the available data within the GIS feature class and provide for Town review. The final deliverable will be exported to spreadsheet utilizing MDE's inventory format.

Task 2 Assumptions:

- EA assumes that the Town of Keedysville has not completed the initial water service line inventory and a full inventory of 133 water service lines is required.
- EA assumes 1 day onsite in order to identify and collect existing data sources.
- EA assumes this task does not include any field investigation for confirmation of service line properties or subsequent updates to the database. If desired, a task for field investigations and subsequent database updates can be provided as a modification.
- EA understands that the Town of Keedysville is not planning a residential survey at this time and will independently manage the required residential notices for service lines containing lead or copper or GRR.
- One combined inventory spreadsheet will be prepared and submitted to MDE to include the Town of Keedysville and Town of Boonsboro.
- One Technical Memorandum will be prepared outlining the approach and any assumptions made by EA to populate the inventory spreadsheet and GIS feature class.

FEE

EA proposes to complete the work detailed on a Lump Sum basis per task. The work described under this proposal will be performed in accordance with EA's Client Consulting Services agreement (attached). Cost per Task below will be performed on a lump basis as summarized below.

Task 1 – Town of Boonsboro Lead and Copper Inventory	\$ 6,250.00
<u>Task 2 – Town of Keedysville Lead and Copper Inventory</u>	<u>\$ 11,650.00</u>
TOTAL	\$ 17,900.00



We appreciate the opportunity to assist the Town of Boonsboro in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Should any assumptions made above not be in line with your request for work or expectations, please feel free to contact me at (410) 641-5341 with any questions.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Darl Kolar', is positioned below the closing. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Darl Kolar, P.E., BCEE
Project Manager

cc: Alison Barton – EA

EA, as used herein, means **EA Engineering, Science, and Technology, Inc., PBC**.

Client as used herein means the other party to this Agreement.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions**—The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a. "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b. "Documentation" shall mean deliverable documentation as described in the SOW.
 - c. "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d. "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering**—EA services sought by the Client shall be ordered as follows:
 - a. In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b. Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Services Agreement number.
 - c. If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation/Billing**—EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding, or trial.

For services provided on a time and materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule," which is either incorporated into the rates shown in Exhibit B or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time and materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20%.

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination**—This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.
5. **Confidential Information/Inventions**—All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care**—EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of

the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state, or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification**— Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this Agreement. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances, or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release include claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability**— If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights**—EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement**—This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment**—EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law**—This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the

state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

ATTACHMENTS

Exhibit A – Letter of Proposal Dated April 2, 2024

EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____



TOWN OF BOONSBORO

21 NORTH MAIN STREET ♦ BOONSBORO, MARYLAND 21713

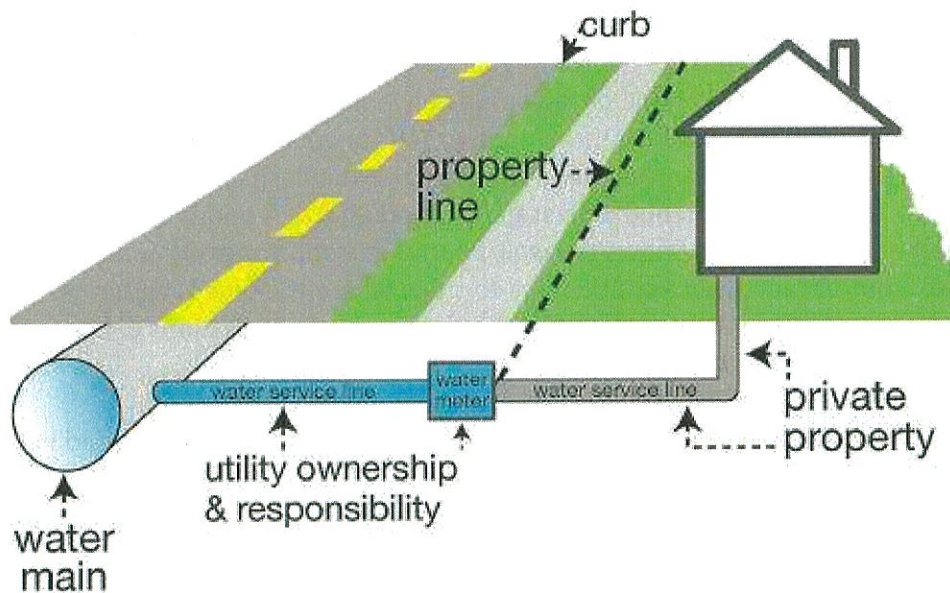
WWW.TOWN.BOONSBORO.MD.US ♦ 301-432-5141

Dear Boonsboro Municipal Utility Commission customer,

The Town of Boonsboro would greatly appreciate your help in identifying where the lead water service pipes are located in our town, so we are able to determine a good plan for replacing all of the lead water service lines. Water service lines are the pipes along your property that run from the Town's water main to the water meter to your home (see diagram below). Common water service line materials found in homes include copper, lead, galvanized steel, and plastic. Your input is essential in helping us update our records. A survey form is located on the enclosed card. Please read through the information and instructions first as it will show how to determine the material of the water service pipe that is entering your building/home. To identify the material of your water service line, please follow the step-by-step instructions below. Alternatively, you can contact a licensed plumber to identify the material for you or contact adminassist@townofboonsboro.com for assistance.

This quick 1-2minute survey will help you identify the material of your pipes on your property.
MATERIALS NEEDED FOR TESTING: REFRIGERATOR MAGNET (coin-style magnet works best) AND A PENNY.

1. **Find the water service line entering the building.** If you have a basement, the water service line will typically enter the building through the basement floor or the basement side wall.



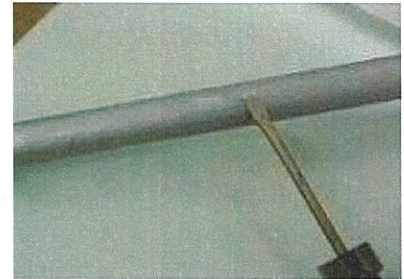
2. **Scratch Test.** Scratch the outer surface of the pipe with a penny or coin.
3. **Magnet Test.** Place a magnet on the pipe to check if it sticks to the pipe.



Your Service Line is Lead if:
Scratch Test: Area is shiny & silver.
Magnet Test: Does not stick.



Your Service Line is Copper if:
Scratch Test: Area is copper in color like a penny.
Magnet Test: Does not stick.



Your Service Line is Galvanized if:
Scratch Test: Area remains dull gray.
Magnet Test: Magnet sticks

Some additional information and example photos that may help you identify your pipe material is below: Lead pipes may be thicker than the other pipes in your house. Lead pipes will have characteristic bulbed "wiped" joints where they meet with other materials. Copper pipes may corrode to a mint green color like the Statue of Liberty. Galvanized pipes are usually threaded at the connections- they screw into their fittings. Galvanized pipes are usually straight- they do not curve like lead pipes.

Having lead lines in your home is cause for concern and we recommend further investigation. Please contact your plumber for further information and to discuss a plan of action and/or consider replacing your water line.

Once you know the material of your water service line, please fill out the survey located at www.town.boonsboro.md.us/servicelinesurvey to report your results to the Town of Boonsboro. The survey will require you to upload photos of your water service line for Town staff to review. Taking a photo with your mobile phone or tablet is a convenient way to upload your photos into the survey. We are asking you to submit (3) three photographs of your service line to assist the Town. All photos should be clear and well lit. Please turn on the flash on your phone. **First Photo:** A close up, within 1 foot of the scratched pipe area. **Second Photo:** A photo from 2 to 3 feet away from the scratched pipe area that shows the wall/floor penetration and any connecting pipes. **Third Photo:** A photo from 10 feet away from the pipe to show where the pipe is within the room. Feel free to contact us at adminassist@townofboonsboro.com with any questions or concerns regarding identifying your service line materials.

If you choose not to utilize the online survey, please complete the survey included in this mailing.

Thank You for your kind assistance!

The Town of Boonsboro

TOWN OF BOONSBORO WATER SERVICE LINE SURVEY

RESIDENT INFORMATION

Name _____

Service Location Address: _____

City _____ State _____ Zip _____

Email Address _____

Phone Number _____

Type of Occupancy (circle one) Renter Owner

PIPE INFORMATION

Identify Water Service Line Material (circle one)

Lead

Cooper

Galvanized Steel

Plastic

Year Home Built (circle one)

Before 1950

1950-1986

1986-2014

After 2017

Source of information / How did you determine the material? (circle one)

Scratch Test & Magnetic Test

Lead Test Kit


Plumbing Record

We are asking you to submit (3) three photographs of your service line to assist the Town. All photos should be clear and well lit. Please turn on the flash on your phone. **First Photo:** A close up, within 1 foot of the scratched pipe area. **Second Photo:** A photo from 2 to 3 feet away from the scratched pipe area that shows the wall/floor penetration and any connecting pipes. **Third Photo:** A photo from 10 feet away from the pipe to show where the pipe is within the room. Feel free to contact us at adminassist@townofboonsboro.com with any questions or concerns regarding identifying your service line materials. Please return this Survey sheet along with photos in the return envelope provided.

Town of Boonsboro, Maryland

Town of Boonsboro Water Service Line Survey

The Town of Boonsboro would greatly appreciate your help in identifying where the lead water service pipes are located in our town, so we are able to determine a good plan for replacing all of the lead water service pipes in town. Service lines connect the public water mains to your home's water pipes. Service lines are shared property: the water utility is responsible from the water main to the water meter and the homeowner is responsible from the water meter to the internal property plumbing. Utilities will be surveying the service lines on our side, but we would also like to gather information from the private property side to have a complete profile. It is possible that the pipes are different materials on each side of the meter. Your input is essential in helping us update our records. Please read through the mailed instructions on how to determine the material of the water service pipe that is entering your building/home. Please complete this questionnaire below. If you have any questions, please contact adminassist@townofboonsboro.com.

 [Lead_Letter.pdf](#)

RESIDENT INFORMATION

Name *

Name *

Service Location Address *

Address Line 1 *

Address Line 2 *

City *

Select State



Zip *

Email Address *

Email Address *

Phone Number *

Phone Number *

Type of Occupancy *

☐ Owner

☐ Renter/Tenant

PIPE INFORMATION

Identify Water Service Line Material /[For detailed instructions please use this link](#)

Locate the water service line point of entry (usually found in the basement). The pipe should be about 1-inch in diameter and will have a shut-off valve close to it. If you have a basement, the water service line will typically enter the building through the basement floor or the basement side wall. Please reference the mailed instructions to help determine the material of your water service line.

Water Service Line Material

Based on the appearance and your testing, what material is your water service line pipe.

Please choose one *

☐ Lead

☐ Copper

☐ Galvanized Steel

☐ Plastic

Year Home Built

Please select the year your home was built.

Please choose one *

☐ Before 1950

☐ 1950-1986

☐ 1986-2014

☐ After 2014

Source of Information

How did you determine the material of your water service line?

Please choose one *

☐ Scratch, Magnet Test

☐ Lead Test Kit

☐ Plumbing Record

We are asking you to submit (3) three photographs of your service line to assist the Town. All photos should be clear and well lit. Please turn on the flash on your phone. **First Photo:** A close up,

within 1 foot, of the scratched pipe area. **Second Photo:** A photo from 2 to 3 feet away from the scratched pipe area that shows the wall/floor penetration and any connecting pipes. **Third Photo:** A photo from 10 feet away from the pipe to show where the pipe is within the room. Feel free to contact us at adminassist@townofboonsboro.com with any questions or concerns regarding identifying your service line materials.

Add your Photos here

Please submit (3) three photographs of your service line to assist the Town. *

File upload is limited to 20 MB pdf, doc, docx, xls, xlsx, ppt, pptx, odt, ods, odp, txt, jpg, png.

No file chosen

* - denotes required field