



AGENDA FOR THE WATER & SEWER COMMITTEE MEETING

February 26, 2020

7:00 p.m.

- Public Information Action Plan for Retirement of Debt Service Fee
- **Informational Water Conservation Flier**
- Update on In-Progress Projects
 - Main Street Waterline
 - **Ground Storage Tank/Reservoir**
 - **Water Tank Maintenance Contract**

TOWN OF MIDDLETOWN WATER CONSERVATION INITIATIVES



WATER CONSERVATION PUBLIC ALERT SYSTEM

Water droplet signs have been hung on each end of town notifying residents of our drinking water supply status



Code Blue: Watering lawns is prohibited between 9am – 6pm. Ground water conditions are normal.



Code Yellow: Watering lawns same as code blue, but voluntary water conservation is requested. Ground water conditions are decreasing.



Code Red: Mandatory water restrictions instituted. Watering grass prohibited. Severe drought conditions exist. Violations result in fines and immediate water disconnection.



RAIN BARRELS

Rain barrels are offered each spring to town residents for half their normal price in order to promote water conservation and decrease runoff to the Chesapeake Bay. Over 300 rain barrels have been purchased within the past 10 years!

GROUNDWATER PRESERVATION

Treated wastewater from the East Wastewater Treatment Plant is used to irrigate the nearby Richland Golf Course. This preserves groundwater in the aquifers.



SPRINKLER SYSTEMS

Since April 2006 the Town requires any newly installed in-ground irrigation and sprinkler systems to have "smart controllers" to prevent the system being used during unnecessary periods or during times of water restrictions.

Smart controllers include rain sensors, ground sensors, and programmable timers.



TIERED WATER RATES

Did you know that 95% of Middletown households use 25,000 gallons of water or less each quarter? Have you noticed that our tiered water rate (rates used for billing) increase begins once usage reaches the 25,001 gallons used threshold?

Our tiered water rate system helps homeowners be more cognizant of their household water usage and promotes conservation practices when water usage is outside the residential norm. This results in less water usage, lower water bills, more money in household budgets and decrease costs regarding water distribution & treatment for the Town.



WATERFREE URINALS

Waterfree urinals were installed at Wiles Branch Park to reduce water & sewer costs, maintenance & repair bills, & create more hygienic, odor-free restrooms. This typically saves the Town 40,000 gallons of water per year per unit.



WATER LEAK BUT NOT SURE WHERE? (Check your toilets)

On average, 10% of homes in the U.S. have leaks that waste 90+ gallons of water daily. Town residents can pick up free toilet leak detection kits available at the town hall. These kits include blue dye tablets and directions on how to use them.

More information is available on the Middletown website: www.middletown.md.us

RAW WATER STORAGE IMPROVEMENTS		BID TABULATION					
BID DATE JANUARY 24, 2020							
Item	Description	Unit	Estimated Quantity	HRI, Inc. Cost	Conewago Cost	Mid-Atlantic Cost	Callas Cost
1	RAW WATER STORAGE IMPROVEMENTS PROJECT	LS	1	\$ 2,843,905.00	\$ 3,174,660.00	\$ 3,434,195.00	\$ 4,159,900.00
2	ALTERNATE A (Suction Line)	LF	3,500	\$ 357,000.00	\$ 474,250.00	\$ 717,500.00	\$ 812,100.10
3	CONTINGENT EXCAVATION, INCLUDING DISPOSAL	CY	2,000	\$ 15,000.00	\$ 10,000.00	\$ 130,000.00	\$ 80,000.00
4	CONTINGENT SELECT BACKFILL, COMPACTED	CY	2,000	\$ 52,000.00	\$ 30,000.00	\$ 50,000.00	\$ 80,000.00
5	CONTINGENT AGGREGATE BACKFILL, COMPACTED	CY	2,000	\$ 76,000.00	\$ 50,000.00	\$ 90,000.00	\$ 100,000.00
6	CONTINGENT FULL DEPTH PAVING REPAIR	SY	750	\$ 31,500.00	\$ 37,500.00	\$ 52,500.00	\$ 30,000.00
7	CONTINGENT STABILIZATION MATTING	SY	1,200	\$ 3,600.00	\$ 4,200.00	\$ 4,200.00	\$ 1,500.00
8	CONTINGENT HYDROSEEDING	SY	2,000	\$ 1,860.00	\$ 1,000.00	\$ 11,000.00	\$ 2,000.00
9	CONTINGENT DUCTILE IRON FITTINGS	LB	1,000	\$ 10,000.00	\$ 6,000.00	\$ 3,000.00	\$ 4,000.00
	TOTAL			\$ 3,390,865.00	\$ 3,787,610.00	\$ 4,492,395.00	\$ 5,269,500.10
	Base Bid - Low Bidder (HRI, Inc.)			\$ 2,843,905.00		DHCD Loan Amendment for Main Street Waterline	
	Alternate A (Suction Line)			\$ 357,000.00		Loan Allocation 2017	\$ 2,850,138.95
	Total			\$ 3,200,905.00		Loan Allocation 2020	\$ 2,441,394.95
	Approved Budget			\$ 2,760,761.00		Loan Reduction for W/L	\$ 408,744.00
	Surplus/Deficit			\$ (440,144.00)		Surplus/Deficit	\$ (31,400.00)



Engineered Tank Care Schedule

Date: September 19, 2019
Customer: Town of Middletown, MD
Tanks: 400,000 Gallon Hydropillar Elevated Water Tank

Year 1 – 2020

- 1) Visual inspection and repairs uncovered through inspection.
- 2) Repaint Exterior:
 - a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b) Clean all rusted areas using hand & power tools in accordance with SSPC surface preparation methods #2 & #3.
 - c) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
 - d) Apply two (2) full finish coats of acrylic paint to all exterior surfaces applied at 1.5 to 2.5 mils dry film thickness per coat.
 - e) Reapply the sign as it currently appears.
- 3) Wash Out tank interior:
 - a) Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b) All debris will be removed from the tank and piled adjacent to the riser manway. Disposal of the debris will be the responsibility of others.
 - c) Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
- 4) Repairs & Modifications:
 - a) Provide and install a new OSHA approved interior wet area ladder complete with anti-slip rungs.

Year 2 - 2021

- 1) Visual inspection and repairs uncovered through inspection.

Year 3 – 2022

- 1) Visual inspection and repairs uncovered through inspection.

Year 4 - 2023

- 1) Visual inspection and repairs uncovered through inspection.

Year 5 - 2024

- 1) Visual inspection and repairs uncovered through inspection.

Year 6 - 2025

- 1) Visual inspection and repairs uncovered through inspection.
- 2) Repaint Interior Wet Area:
 - a) Abrasive blast all interior wet surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
 - b) Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4.0 to 5.0 mils dry film thickness.
 - c) Apply a "stripe coat" of epoxy that is NSF approved for contact with potable water to all ladders and weld seams, applied using paint brushes and rollers at 2.0 to 3.0 mils dry film thickness.
 - d) Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4.0 to 5.0 mils dry film thickness.
 - e) Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
 - f) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
 - g) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
 - h) Sterilize tank interior using AWWA Disinfection Method #2, spray method.
- 3) Repaint Interior Dry Area:
 - a) Abrasive blast all interior dry surfaces to bare metal in accordance with SSPC surface preparation method #6, commercial blast.
 - b) Apply a full prime coat of epoxy to all interior dry surfaces at 2.5 to 3.5 mils dry film thickness.
 - c) Apply a full finish coat of epoxy to all interior dry surfaces at 2.5 to 3.5 mils dry film thickness.
 - d) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
 - e) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

Year 7 – 2026

- 1) Visual inspection and repairs uncovered through inspection.

Year 8 – 2027

- 1) Visual inspection and repairs uncovered through inspection.

Year 9 – 2028

- 1) Visual inspection and repairs uncovered through inspection.
- 2) Repaint Exterior:
 - a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b) Clean all rusted areas using hand & power tools in accordance with SSPC surface preparation methods #2 & #3.
 - c) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
 - d) Apply two (2) full finish coats of acrylic paint to all exterior surfaces applied at 1.5 to 2.5 mils dry film thickness per coat.
 - e) Reapply the sign as it currently appears.

Year 10 – 2029

- 1) Visual inspection and repairs uncovered through inspection.

Schedule Continuation

The tank will be visually inspected every year. The tank interior will be washed out at 5 year intervals, until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The tank exterior will be recoated at 8 year intervals.

After Year 10

The next wash out & report is scheduled for Year 11 of the Service (Year 2030), the next repainting of the tank exterior is scheduled for Year 17 of the Service (Year 2036), and the next repainting of the tank interior wet and interior dry areas is scheduled for Year 21 of the Service (2040).

At no time does the service include the complete abrasive blasting of the exterior of the tank nor does it include the pressure washing of the tank exterior as a stand-alone item unless specifically contained in this maintenance schedule.

Pricing & Terms

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic. The procurement of any permits required by the State of Maryland or any other governmental body or agency will be the responsibility of the Owner.

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$35,216.00 per year. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous contract year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for contract Year 1).

Due to the much greater value of the services provided in the first and sixth years of the contract compared with the annual premium charged, the Owner shall be liable to Southern Corrosion for additional payments, according to the below schedule to account for services rendered by Southern Corrosion.

If the 2nd Year of the service is cancelled, an additional payment of \$40,702 is due.
If the 3rd Year of the service is cancelled, an additional payment of \$8,803 is due.
If the 7th Year of the service is cancelled, an additional payment of \$68,579 is due.
If the 8th Year of the service is cancelled, an additional payment of \$38,492 is due.
If the 9th Year of the service is cancelled, an additional payment of \$6,450 is due.
If the 10th Year of the service is cancelled, an additional payment of \$32,433 is due.

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Annual premiums can be structured monthly, quarterly, semiannually or annually. Pick terms that best suit your needs. Premiums quoted are firm for 60 days.



Engineered Tank Care Agreement

This Agreement made and entered into as of the Effective Date: Dec. 10, 2019, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Middletown, Maryland (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tank known as the 400,000 Gallon Hydropillar Elevated Water Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Middletown
31 West Main Street
Middletown, MD 21769

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maryland.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

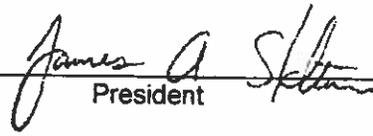
ATTEST:



Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

BY: 
President

ATTEST:



TOWN OF MIDDLETOWN, MARYLAND

BY: 