



**Agenda for the  
Water and Sewer Committee Meeting  
May 24, 2023 7:00 PM**

**Old Business**

- CPI or other index tied to annual rate increase
- PFAS PFOS Update
- Non Residential Tap Fees Discussion
- Water and Sewer Capacity Update – no changes
- ENR PER Update - discussion
- I and I CB Basin update – discussion
- Memar Appropriation Application – info only

**New Business**

- Monthly Water and Sewer Operating Report
- Lead and Copper Sampling June 2023 – information only
- South Church Street lining proposals – discussion info attached

## Jennifer Rhinaman

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**From:** Bruce Carbaugh  
**Sent:** Tuesday, May 23, 2023 9:07 AM  
**To:** Jennifer Rhinaman  
**Subject:** FW: Library Tap Fees  
**Attachments:** Water Usage 2023 - Library.xlsx

For W and S Meeting

Bruce Carbaugh  
Director of Public Works  
Town of Middletown Maryland  
31 W Main St  
Middletown, MD 21769  
301-371-6171

**From:** Bruce Carbaugh  
**Sent:** Monday, May 22, 2023 10:50 AM  
**To:** Jennifer Falcinelli <jfalcinelli@ci.middletown.md.us>  
**Cc:** Dave Lake <dave.lake@comcast.net>; John Miller <John.Miller@ci.middletown.md.us>; Paul Mantello <PMantello@ci.middletown.md.us>; Rebecca Stottlemeyer <bstottlemeyer@ci.middletown.md.us>  
**Subject:** Library Tap Fees

Jennifer,

David Lake and I met on May 4, 2023, to discuss the Library Tap fees and nonresidential tap fees. We spent most of the time on the Library and very little on the future nonresidential policy. That is another lengthy discussion. I am attaching the spreadsheet that was used to demonstrate the many alternatives to calculate tap fees. It is important to note that without a Rate Study actual operating and future costs cannot be used as capacity fees to determine nonresidential tap fees. Capacity Fees or Ready to Serve Fees are used with the EDU's to generate the cost. All other jurisdictions (Brunswick, County and City) we polled have performed rate studies and use those to assess the fees.

Given the following conditions:

1. The Library is an existing customer of the system.
2. The Library is a governmental entity.
3. The Library has historical usage in the Town.
4. The Town's current policy in place is to utilize the current water, sewer and Improvement Fees at tapping fees based on edu's.

My recommendation for Library or similar governmental tap fees is:

1. User must be governmental user.
2. User must be an existing customer of the system.
3. User must have 2 years of historical use.
4. The existing facility fixture units will be calculated and related to the average usage of the facility and the proposed expansion or new facility. The usage ratio will be developed from the average GPD usage of the facility and the SFD (Single Family Dwelling) the tap fees will be calculated using the ratio.

Example: The calculation uses a ratio of the existing library water usage of 57.7 gallons per day compared to the residential standard of 250 gpd for a factor of 0.23 multiplied by the calculated EDU's.

The result is  $0.23 \times 4.18 \times \$30,000.00 = \$125,307.69$ .

I have the attached the spreadsheet for your use.

I would encourage the Town to request proposals for a Rate Study soon. I do not recall this task ever being performed in the last 23 years. The study will be used to verify the Town rates are adequate or too high and to also set fees for connections. There is budget money set for a facilities study in FY 26 that could be reclassified to this use and should be moved up.

This information is on the agenda for the water and sewer meeting for Wednesday May 24, 2023.

Bruce Carbaugh  
Director of Public Works  
Town of Middletown Maryland  
31 W Main St  
Middletown, MD 21769  
301-371-6171





# PLEASANTS CONSTRUCTION, INC.

24024 FREDERICK ROAD CLARKSBURG, MARYLAND 20871    PHONE: 301-428-0800    FAX: 301-428-3922

April 25, 2023

Phil Heffner  
Town of Middletown  
Assistant Director of Public Works  
301-371-6171  
pheffner@ci.middletown.md.us

RE: R23-064 – Middletown Sanitary – MH2069 – MH2070

Dear Phil,

We are pleased to submit the following estimate to furnish labor, equipment and material, complete in accordance with the plans, specifications and conditions contained herein: Your email dated 4-24-23 @ 3:03 pm with the GIS map and flow information.

**U.V. GRP LINING AT Subject Site INCLUDES:**

**8" Lining – 349 LF**

Mobilization  
Light Pre Clean & CCTV 349 lf of 8" Sanitary Sewer  
Line 349 LF of 8-inch Sanitary Sewer w/ 3.5mm Alphaliner 500  
Post Rehabilitation CCTV Inspection of 349 lf of 8" Sanitary Sewer  
Manufacturer Design Calculation (PE Design Calculations not included)  
MOT for working on S Church Street

**Total Estimate: \$24,200.00**

- \*\*\* Assumes access to both ends of pipe to be lined.
- \*\*\* General Contractor to provide use of hydrants for water.
- \*\*\* Non Wage rate
- \*\*\* Quantities to be field verified before lining operation

**General Conditions:**

1. Pleasants Construction Inc. (PCI) based its estimate on a nominal wall thickness for the Alpha Liner. This is based on the best available information at the time of this estimate. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
  - a. If available, Customer will provide any CCTV taken in areas where proposed work will be done.
    - i. CCTV received prior to preparation of quote (Check one) ( ) yes ( X ) no

1. PCI Initials                      SB

2. Customer's Initials              \_\_\_\_\_



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2. Claims for Changed, Concealed, or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed: (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Estimate is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided herein, then the Estimate Price and Time shall be equitably adjusted to address the conditions. If the pipes are not capable of being lined by the CIPP method, PCI reserves the right to withdraw or modify our estimate. If such a change is required the Owner shall have the right to accept or cancel the order or Contract with reimbursement to PCI for the CCTV inspection, mobilization and any other preparatory work performed.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold PCI harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Pleasants is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to PCI.
4. PCI shall not be responsible for any inability to perform under this Estimate or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond PCI's reasonable control, whether similar or dissimilar to any of the foregoing. If any of PCI's crews are delayed on site for reasons beyond the control of PCI, then PCI's standby time will be invoiced to Customer at the hourly rate of \$600 per hour.
5. PCI requires adequate lead time (4-5 weeks) from the time this estimate is signed by the Customer to procure materials to complete this job.
6. PCI will not be responsible for damage to our liner by others.
7. Estimate is based on the assumption that PCI will have access to all structures necessary to perform lining with all necessary equipment.
8. General contractor to provide access for 2-wheel drive box type trucks.
9. No allowance has been made for "out of the norm" safety classes, Finger printing or carding of crews, background checks, etc..
10. All design calculations are good up to and including a depth of 6.5 vertical feet. Pipes that are greater than 6.5 vertical feet in depth will require a recalculated design thickness and possible price increase.

## **Exclusions:**

The following items are excluded from PCI's above Pricing and Scope of Services stated in this Estimate. These items, if necessary, applicable or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to PCI or may, upon mutual agreement in writing between PCI and Customer, be provided by PCI at an additional cost:

1. Engineering or layout
2. As-built drawing
3. Permits and fees
4. Performance or Payment bonds
5. Access Road and or Easement Restoration or restoration of any kind
6. Temporary and/or permanent seeding



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7. Manhole Rehabilitation
8. Installation of Cleanouts
9. New Laterals or Lateral Reinstatements
10. Lateral Lining or Rehabilitation of any kind
11. Lateral Connection Sealing
12. External service reconnections
13. Point Repairs
14. Safety Fence
15. By-passing of services or laterals
16. By-pass pumping above 350gpm
17. Removal or disposal of any hazardous or toxic materials encountered during the project
18. Holiday work, rushed delivery or adverse weather work
19. State and local sales and/or use taxes
20. Root cutting
21. Excavation of any kind
22. Chemical grout application
23. Protruding lateral removal and lateral grouting
24. Access and use of fire hydrants and/or sufficient water supply (within reasonable distance of the installation site) to complete flushing/cleaning of lines.
25. Clearing and Grubbing

**Acceptance:**

This estimate may be withdrawn if not accepted within 30 days.

This estimate may be withdrawn if not approved by our credit department. As a condition of credit approval, we must be provided with the name and address of the Owner and Bonding Company with a legal description of the property.

This estimate is to be included in and become an integral part of any formal contract agreement. The terms and conditions of this estimate take precedence over other terms and conditions unless agreed otherwise.

If the above meets with your approval, please sign and return both copies of this estimate to the attention of Seth Brenner (301-428-0800). A fully executed copy will be returned for your files.

SUBCONTRACTOR or CONTRACTOR:

CONTRACTOR or OWNER:

PLEASANTS CONSTRUCTION, INC.

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

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

Title: Director of Construction - Rehabilitation

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**HUMPHREY & SON, INC.**  
**7805 Contee Road**  
**Laurel, Maryland 20707-9249**  
**(301) 725-9075**  
**FAX #725-9077**

PROPOSAL

Proposal Submitted To: Phil Heffner  
Assistant Director of Public Works  
31 West Main ST.  
Middletown M.D. 21769  
[pheffner@ci.middletown.md.us](mailto:pheffner@ci.middletown.md.us)

Phone: Cell 240-367-7772  
Date: 5/2/2023

Job Location: 303 South Church Street, Middletown MD. 8" CIPP liner

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The following is our proposal to furnish all labor, material and equipment to complete work as stated below:

- 1.
2. Mobilization
3. Pre/Post Clean & TV
4. Furnish & Install End Seals at manholes.
5. Furnish & Install approx. 350LF of 8" CIPP Liner from MH270-MH2069.
6. Reinstate all laterals.
7. Furnish a pre/post CCTV Video.
8. Furnish & Install traffic control as necessary.
9. Furnish all bypass pumping as necessary.

EXCLUSIONS:

1. Stakeout and as-built plans.
2. Permits and fees.
3. Fire Hydrant Meter if required by the Town.
4. CIPP stamped design by a MD PE.

All work to be done in accordance with Nassco Standard Specifications.

Note: This proposal may be withdrawn, if not accepted, within 30 days.

We propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of **\$ 39,700.00.**

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All materials guaranteed as specified. All work to be completed according to standard practices. Any deviation from the above specifications will be executed only upon written orders and become an extra charge over and above the estimate. A Certificate of Insurance will be issued upon acceptance of the proposal.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_