



BOONSBORO MUNICIPAL UTILITIES COMMISSION
AGENDA
Wednesday August 21, 2024 – 6:00PM

CALL TO ORDER @ 6:00PM – *Chairman Colin Shanaberger*

ROLL CALL

MINUTES

- Meeting Minutes for July 31, 2024

TREASURER’S REPORT – *Tony*

PUBLIC COMMENTS

OLD BUSINESS & UPDATES

- Shafer Park Well update – *Pete*
- Reservoir Update – *Pete & Drew*
- Crestview water Pressure Reduction & Bypass Project - *Drew*
- Lead Service Line Inventory action plan – *Greg*
- Internal Water Audit-*Drew*
- Reservoir Contingency Plan-*Colin*

NEW BUSINESS

- Boonsboro-Keedysville True-UP
- New connections /Utility Plans for Dipietro & Son, LLC; Ambulance; 50 St Paul- *Drew*
- ARM Group LLC geophysical survey proposal - *Pete*

SYSTEMS REPORT – *Pete Shumaker, W/S Superintendent; Greg Huntsberry, PW Superintendent; Drew Bowen, Town Planner*

ADJOURN

NEXT MEETING – September 18, 2024 @ 6PM

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**BOONSBORO MUNICIPAL UTILITIES COMMISSION
WEDNESDAY JULY 31, 2024
MEETING MINUTES**

The Boonsboro Municipal Utilities Commission (BMUC) held a Regular Meeting on Wednesday, July 31, 2024 in the Meeting Chambers.

CALL TO ORDER @ 6:00PM – *Chairman, Colin Shanaberger*

ROLL CALL – Present: Chairman Colin Shanaberger, Assistant Chairman Loren Norris, Commission Members Chad Matthews, Terry Davis, and Bobby Mose. Absent Commission member was Dave Wade. **Also Present:** Water/Sewer Superintendent Pete Shumaker, Public Works Superintendent Greg Huntzberry, Town Manager Rachel Souders, BMUC Liaison Tony Nally, Boonsboro Town Planner Drew Bowen and Council Member Eric Kitchen.

REVIEW & APPROVAL OF MINUTES - Motion by Chairman Shanaberger and second by Assistant Chairman Norris to approve the June 12th, 2024 Minutes. **Motion carried unanimously.**

REVIEW & APPROVAL OF TREASURER’S REPORT

Motion by Commission Member Davis and second by Assistant Chairman Norris to approve the Treasurer’s Report. **Motion carried unanimously.**

PUBLIC COMMENTS- None

OLD BUSINESS & UPDATES

- Shafer Park Well update – Water/Sewer Superintendent Pete Shumaker stated that the last dry test was underway and being sent to the MDE.
- Reservoir Update – Town Planner Bowen stated that he received a draft proposal for construction management from WRA and hopefully it will go out to bid next week. He stated that they are waiting for a soil conservation review. Bowen stated that he has had some responses from Washington County about traffic patterns during construction. Liaison Nally stated that the Town received another \$400,000 from Washington County of ARPA Funds.
- Crestview water Pressure Reduction & Bypass Project –Town Planner Bowen stated that the pressure reduction project, that would remedy the high pressure in Crestview, needs to be completed the same time as the reservoir project to control increased pressure in the lines. He stated State Highway did not approve running the line on the bridge and the line would have to bore under the streambed.
- New connections update /Utility Plans for Dipietro & Son, LLC-Town Planner Bowen stated that the Dipietro has utility plans completed and was made aware of the 6 new water and 12 new sewer tap fees he would be responsible for along with the cost of the project. The BMUC decided to table the subject until a meeting with the surrounding landowners and participants.



- Lead Service Line Inventory action plan – Public Works Superintendent Greg Huntzberry stated that EADS has all of his books and records of water lines and fittings and the spreadsheet listing of all service locations and data. The lead letter is at the printer for a quote to print and mail.
- Mayor & Council decision on Appointment of new Chairman and Assistant Chairman- BMUC Liaison Tony Nalley stated that all nominations recommended and presented to the Mayor & Council were approved at the July 8th meeting. Colin Shanaberger as BMUC Chairman and Loren (Eric) Norris as Assistant Chairman.

NEW BUSINESS

- Internal Water Audit-Town Planner Bowen stated that an internal water audit would help confirm that the data collected through metering is correct and review the water intake and outtake process. The Commission agreed that an internal water audit would help understand the process and check water figures that are being used to calculate water loss.
- Reservoir Contingency Plan-Chairman Shanaberger stated that a contingency plan to the reservoir replacement should be investigated in case of an emergency. The BMUC Commission Members agreed. Shanaberger stated that he will reach out to a NJ Firm about different options. Water/Sewer Superintendent Pete Shumaker stated that the last Resistivity Test of the Reservoir was in 2022 and suggested doing another to check the slope and moisture content.
- Residential Growth Policy-Council Member Eric Kitchen reviewed a draft Policy on Residential Growth. He reviewed the Policy Statement, Intent and the Development Criteria and exceptions.

SYSTEMS REPORT – Pete Shumaker, W/S Superintendent; Greg Huntsberry, PW Superintendent; Drew Bowen, Town Planner

- Greg Huntsberry, PW Superintendent stated on the water distribution side, hydrant lushing is completed. He stated that the Fox Preserve (Easterday property) work has started, and he and the Town Planner will be managing the installation. He stated that all is good on the sewer distribution side.
- Pete Shumaker, W/S Superintendent stated no issues on water system. He stated the water system is running smoothly. On the sewer side, a couple of pumps did stop working and needed to be replaced. He stated that a transducer also stopped working and also needed replaced. He stated that final grading and blacktop is being completed at the Dewatering Press Facility.
- Drew Bowen, Town Planner asked the Commission to review his Zoning & Planning Report. He stated that the recent subdivision located at 50 St. Paul Street will be coming back with a new utility plan and possibly a new subdivision plan due to findings on the location of the water main. Bowen also demonstrated the new GIS System to the Commission.

ADJOURN - Motion by Commission Member Davis second by Commission Member Mose to adjourn meeting at 7:20 pm. **Motion carried unanimously.**

NEXT MEETING – August 21, 2024 @ 6PM

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July 2024

ICS

YTD Interest Prior YTD Interest

WATER FUND CHECKING - Recap
WF GENERAL LEDGER BEGINNING BALANCE:

\$745,632.30
\$745,632.30

Keedysville CC	22,223.41
Water	169,362.03
Sewer	257,350.57
Sanitation	28,632.09

Add Deposits:
 Collections/Payment Deposits \$471,004.63
 Transfers from other accounts \$0.00
 Sewer Fund Deposits (reimbursements) \$0.00
 Keedysville Check \$27,644.00
 Keedysville Administrative Fee - Qtrly \$0.00
 Grant Income \$0.00
 Miscellaneous Deposits \$0.00
 Interest \$2,869.69
\$501,518.32

TOTAL DEPOSITS WF:

\$0.00
 Deposits In Transit \$0.00
 Sweeps In Transit \$0.00
\$1,247,150.62

SUB-TOTAL WF:

Less Withdrawals:

Checks written (\$25,565.86)
 EFT Payments \$0.00
 Transfers to General Fund Account \$0.00
 Transfers to General Fund Account \$0.00
 Transfers to Sewer Account (\$65,382.84)
 Transfers to Other Accounts \$0.00
 Transfers to Keedysville Utility (\$3,683.66)
 Transfers to Keedysville Utility \$0.00
 Returned Items \$0.00
 Credit Card fees \$0.00
 Bank Fees \$0.00
(\$94,632.36)

TOTAL WITHDRAWALS WF:

\$0.00
 Less Outstanding Checks \$0.00
 Sweeps In Transit \$0.00
(\$94,632.36)

SUB-TOTAL WF:

\$1,195,229.15
 Plus Deposits In Transit \$22,893.35
 Less Outstanding Checks (\$65,604.24)
\$1,152,518.26

WF GENERAL LEDGER ENDING BALANCE:

VARIANCE: \$0.00

Note: the balances don't include the returned check or open applied amount

\$2,869.69 \$318.63

July 2024

YTD Interest

Prior YTD Interest

SEWER FUND CHECKING - Recap

SF GENERAL LEDGER BEGINNING BALANCE:

\$382,011.11
\$382,011.11

ICS

ADD DEPOSITS:

Sewer Payment Deposits
Transfers from Water Fund
Transfer from General Fund
Miscellaneous Deposits
Miscellaneous Deposits
Interest

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$1,218.73
\$1,218.73

\$75.91

\$1,218.73

TOTAL DEPOSITS SF:

Deposits In Transit
Sweeps In Transit

\$0.00
\$0.00
\$383,229.84

SUB-TOTAL SF:

LESS WITHDRAWALS:

Checks written
EFT Payments
Transfers to General Fund Account
Transfers to Water Account
Transfers to Other Accounts
Returned Items
Bank Fees
Miscellaneous Withdrawals

(\$45,453.45)
\$0.00
(\$59,639.11)
(\$841.92)
\$0.00
\$0.00
\$0.00
\$0.00
(\$105,934.48)

JUNE 2024 AP REIMBURSEMENTS
JUNE 2024 AP REIMBURSEMENTS

TOTAL WITHDRAWALS SF:

SF ICS CHECKING ENDING BALANCE:
Plus Deposits In Transit
Less Outstanding Checks
SF GENERAL LEDGER ENDING BALANCE:

\$339,769.39
\$0.00
(\$62,474.03)
\$277,295.36

VARIANCE:

\$0.00

July 2024

YTD Interest Prior YTD Interest

Restricted Funds - Money Market - MVB

Beg Balance:	\$420,950.60
Add Deposits:	\$0.00
Add Transfers:	\$0.00
Less Withdrawals:	\$0.00
Interest:	\$1,194.42
BALANCE:	\$422,145.02

\$1,194.42

634.42

Payroll Account - MVB

Beg Balance:	(\$42,077.82)
Add Deposits:	\$86,903.25
Less Withdrawals:	(\$94,396.79)
Outstanding Checks	\$0.00
BALANCE:	(\$49,571.36)

Transfer from GF happened 8/1/2024

American Rescue Plan Act Funds - MVB

Beg Balance:	\$2,381,386.16	GF American Rescue	\$ 2,388,961.54
Add Deposits:	\$0.00	WF American Rescue	\$ (14,379.08)
Add Transfers:	\$0.00	SF American Rescue	\$ -
Less Withdrawals:	(\$14,379.08)		\$ 2,374,582.46
Interest	\$7,575.38		
BALANCE:	\$2,374,582.46		

\$7,575.38

649.98

WF User Fees - Money Market - MVB

Beg Balance:	\$2,125,411.46
Add Deposits:	\$0.00
Add Transfers:	\$0.00
Less Withdrawals:	\$0.00
Interest	\$7,612.16
BALANCE:	\$2,133,023.62

\$7,612.16

51.70

SF User Fees - Money Market - MVB

Beg Balance:	\$103,079.47
Add Deposits:	\$0.00
Add Transfers:	\$0.00
Less Withdrawals:	\$0.00
Interest	\$258.44
BALANCE:	\$103,337.91

\$258.44

17.99



ARM Group LLC

Engineers and Scientists

Proposal P24011588

August 12, 2024

Client:	<u>Mr. Pete Shumaker</u>	Project	<u>Geophysical Survey</u>
Address	<u>Water/Waste Water Superintendent</u>	Site	<u>Water Supply Reservoir</u>
	<u>Town of Boonsboro</u>		<u>20836 Boonsboro Mountain Road</u>
	<u>21 North Main Street</u>		
	<u>Boonsboro, Maryland 21713</u>		<u>Boonsboro, Maryland 21713</u>

Estimated Cost: \$7,500

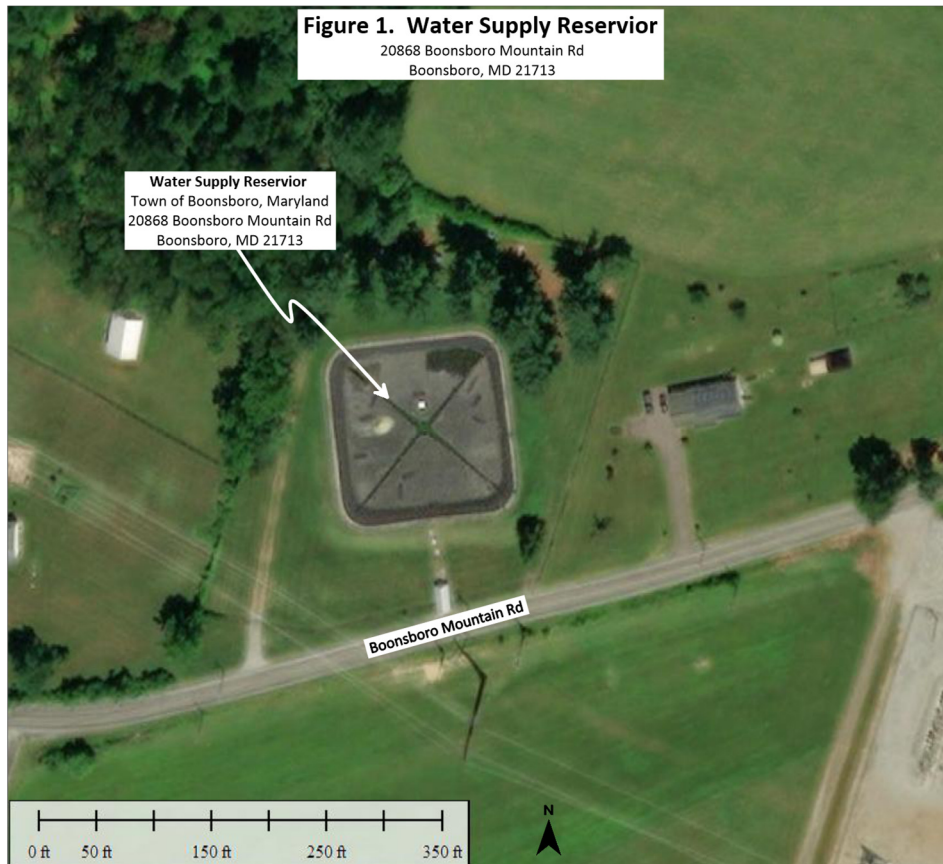
Payment Terms: Costs billed monthly. Payment due within 30 days of invoice.

ARM Terms and Conditions Apply (attached)

Start Date: Within approx. two weeks following notice to proceed.
Estimated Completion Date: Within approx. two weeks following completion of all field work.

Work Description:

ARM Group LLC (ARM) has prepared this proposal for the Town of Boonsboro to conduct a Geophysical Survey – Water Supply Reservoir Leak Test at the Project Site indicated above and in Figure 1 below.



Work Scope:

The Surface Geophysical Investigation will utilize the earth resistivity (ER) geophysical method to scan the subsurface below the water supply reservoir indicated in Figure 1. The ER testing conducted at the site will be designed to provide images of the subsurface around and beneath the reservoir to estimate the location of potential water leaks from the reservoir. The ER testing results will be displayed as vertical profiles and horizontal depth slices of the subsurface earth resistivity patterns. Areas that have low earth resistivity are expected to correlate with higher water saturation in the soil, weathered bedrock, or bedrock fracture zones. Unusual zones of low resistivity may be associated with pathways for leaking water from the reservoir.

ARM proposes to conduct one day of field work at the site. The ER field data will be processed and correlated with known surface geology, information from nearby existing boreholes (if available), site topography, and other relevant information. Results from the Surface Geophysical Investigation will include recommendations for remedial efforts (if appropriate). Results will be presented in a letter report to the client.

Cost Summary:

ARM proposes to complete this Surface Geophysical Investigation for a fixed cost of \$7,500.

Project Team and Experience:

William Seaton, Ph.D., P.G. of ARM will serve as the Project Manager. Dr. Seaton has more than 30 years of geologic experience and has successfully managed several projects with similar work scopes. Dr. Seaton will coordinate with other ARM science and engineering personnel as needed for this project.


Closing:

ARM appreciates the opportunity to submit this proposal to you, and we look forward to working with you on this project. If you have any questions, please contact me at 717-508-0535.

AUTHORIZED BY:

SIGNED BY:

By: _____
Authorized Signature
Senior Geologist / Program Manager



William Seaton PG, PhD

Name and Title of Authorized Representative

August 12, 2024

Date

Company Name

Date

The above signed represents that they have the authority to enter into this agreement on behalf of the client named above.

**ARM GROUP LLC
STANDARD TERMS AND CONDITIONS**

1.0 GENERAL

ARM Group LLC (ARM) agrees to perform for Client, and Client alone, the services set forth in the Proposal in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of work accomplished, at the time the services are performed. ARM's services shall not be subject to any express or implied warranties whatsoever. Any references to the term services herein shall include Basic Services and authorized Additional Services as defined herein. The Proposal to which these Standard Terms and Conditions apply is valid for 30 days from the date of the Proposal. Beyond that date ARM may elect to extend the time period for providing its services as described in the Proposal as initially written; extend the Proposal with modifications; or nullify the Proposal. In the case of services provided under a single Proposal, but provided over a period of time extended beyond that contemplated in the Proposal, ARM shall be entitled to renegotiate its fee to cover any increased costs or changed conditions associated with the subject time period extension.

2.0 SCOPE OF ARM SERVICES

2.1 Basic Services.

The Basic Services shall consist of those specific services or tasks as described or enumerated in the Proposal.

2.2 Uncertainty of Subsurface Conditions; Changing Conditions Over Time.

Because subsurface conditions are inherently random, variable, and often indeterminate in nature, the professional services rendered by ARM, and opinions provided with respect to such conditions, including the presence or absence of potentially hazardous substances, being performed by ARM in accord with the Proposal (including opinions regarding potential future costs), are not guaranteed to be a representation of actual site conditions or anticipated costs (if such are provided as a service by ARM). In addition, conditions found to exist at the time of ARM's work under the subject Proposal, are subject to change with time as a result of changes that may occur to the subject property or due to the availability of new or additional information.

2.3 Reliability of Existing, Available Information.

ARM may provide Client with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions as ARM may reasonably make with the information gathered in accordance with the Proposal. In preparing the Report, ARM may review and interpret certain information provided to it by third parties, including government agencies, registries of deeds, testing laboratories and other entities. Client agrees that ARM, in its sole discretion, may rely upon such information, and Client understands that ARM will not conduct an independent evaluation of the accuracy or completeness of such information, and that ARM shall not be responsible for any errors or omissions contained in such information.

2.4 Document Use Restrictions.

Subject to the specific provisions of these Standard Terms and Conditions, and particularly Section 11.0 hereof, any report(s) other related documents including, without limitation, letters, memos, hand-written notes, design drawings, calculations, figures, tables, datasets, and spreadsheets are instruments of service which are prepared for, and made available for the sole use of the Client, and the instruments of service may not be used or relied upon by any other person without the express written consent and authorization of ARM.

3.0 ADDITIONAL SERVICES OF ARM

If mutually agreed by the Client and ARM, ARM shall perform Additional Services that are in addition to Basic Services. Additional Services are not included as part of Basic Services and will be paid by the Client at a negotiated rate. Client agrees that Additional Services, either requested by the Client or recommended by ARM, may be authorized by Client on the basis of verbal authorization provided to ARM by Client's authorized representative. Client acknowledges that authorized Additional Services are subject to these Standard Terms and Conditions, as applicable.

4.0 SERVICES EXCLUDED BY ARM

Services not expressly set forth in writing within the scope of the Proposal are excluded from the scope of ARM's services, and ARM assumes no duty to the Client to perform such services. The services to be performed by ARM shall not include an analysis or determination by ARM as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations, except in the case where the Client specifically engages ARM via ARM's Proposal to conduct such an analysis or determination. Except where expressly stated in the Proposal, ARM's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, or treating hazardous substances, hazardous materials, hazardous wastes or petroleum products. ARM's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by ARM in connection with



ARM's services provided to the Client. Also, unless specifically described or listed in the Proposal, ARM's services do not include sampling of soils, water, air, or other materials.

5.0 RESPONSIBILITIES OF THE CLIENT

5.1 Information.

The Client shall provide all information in its possession, custody, or control which relates to the project site(s), its present and prior uses, or to activities at the site which may bear upon the services of ARM as set forth in the Proposal, including, but not limited to, the following:

- (i) a legal description of the site, including boundary lines and a site plan;
- (ii) historical information as to the prior owners of the site;
- (iii) identification of the location of overhead and underground utilities: underground tanks; waste generation, storage or disposal areas; and structures; information to be provided shall also include available plans of the site;
- (iv) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services to be provided by ARM; and
- (v) identification, by name, quantity, location, and date, of any releases or handling of hazardous substances (as defined herein).

5.2 Authorized Access to the Project Site/Property.

The Client shall be fully responsible for obtaining the necessary authorizations to allow ARM, its agents, subcontractors and representatives, to have access to the project site and buildings thereon at reasonable times throughout the period of contract performance. ARM will take reasonable precautions to minimize damage to the site from use of equipment, but Client understands that unavoidable damage or alteration of the site may occur and Client agrees to assume responsibility for such unavoidable damage or alteration, including the cost of site restoration, if required.

5.3 Underground Utilities.

Client agrees to assume responsibility for personal and property damages due to ARM's inadvertent interference with or damage to subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided by Client to ARM or in the event that the locations of subterranean structures are not known by Client or not communicated to ARM by Client.

5.4 Reliance Upon Client-Furnished Services, Information or Data.

The services, information, and other data required by this Section to be furnished by the Client shall be provided at the Client's expense, and ARM may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

6.0 PAYMENTS AND INVOICING

ARM will submit invoices for its services to the Client on a monthly basis, and each invoice will cover all sums payable to ARM for services generally provided to Client by ARM and its suppliers and subcontractors for the preceding month. Such invoices shall be in accordance with the scope of services presented within the Proposal and as accepted by the Client. Unit rates and prices for such services shall be invoiced in accord with specific provisions of the Proposal or as otherwise shown on ARM's currently-in-effect Consulting Rate Schedule which is ordinarily attached to each of ARM's proposals. Terms for payment are net: 30 days, and each ARM invoice will specify the due date, accordingly. In authorizing ARM to perform services, Client explicitly agrees to accept and honor these payment terms. Invoices aging past 30 days are subject to a late payment finance charge of 1.5% per month, 18% per annum (simple interest), and such finance charges shall automatically be incurred by Client and shall be due to ARM in the event that the Client fails to honor the specified payment terms. If billings become delinquent, ARM may stop all work until Client's account is brought current, or ARM may withdraw from this engagement. Client acknowledges and agrees that ARM is not required to continue work in the event of Client's failure to pay in accordance with these terms. Client further acknowledges and agrees that, in the event ARM stops work or withdraws from this engagement as a result of Client's failure to pay in accordance with these terms, ARM shall not be liable to the Client for any damages that are incurred as a result of the cessation of work and that Client remains liable for billings up to the date of cessation of services. In the event that ARM incurs costs of collection of overdue accounts, Client also agrees to bear the full collection expense incurred by ARM. Applicable collection costs or expenses shall include and not be limited to attorney fees, court and magistrate costs, postage and express mail services, fees charged by duly authorized collection agencies, and other related costs.

7.0 LIMITATION OF RESPONSIBILITY

7.1 Limitation of Liability.

CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ARM'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER



ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO ARM'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000.

- i) **Limitation of Liability for Services Provided in Karst Regions:** ARM neither states nor implies that sufficient site and/or subsurface characterization activities have been conducted to avoid all risks associated with the project including, but not limited to: sinkhole development and repair, and associated costs, delays, and other effects to the project; rock removal and associated costs, delays, and other effects to the project; and/or unknown conditions and conditions not expressly described in any work product of ARM. Client must recognize and accept the potential for sinkhole or related feature development at the subject site. The risks and associated costs for addressing sinkhole-related activity lie solely with the project owner, developer, and/or construction contractor, as applicable. ARM accepts no liability whatsoever for sinkhole-related activity and costs arising therefrom, regardless of the services conducted by ARM. ARM's investigation activities and recommendations are intended to help reduce the risk and magnitude of sinkhole-related activity in association with the subject project and any associated response costs, but no guarantee or warranty against sinkhole development and/or related issues, either express or implied, is made by ARM.
- ii) **Geophysical Services:** By their inherent capabilities and limitations, geophysical surveys are not 100-percent accurate, nor can they completely define subsurface conditions. ARM will not accept responsibility for inherent technique limitations, survey limitations, potentially foreseen or unforeseen site-specific conditions, or alleged operator error. Client, Owner, and all persons in any way using or relying on the information collected from this survey will accept all liability for the use, reliance, and actions taken based on the information collected in the survey and contained in the report, and shall hold ARM harmless for any and all damages allegedly resulting from or actually resulting from the information collected from the geophysical services/survey.

7.2 No Special or Consequential Damages.

In no event shall either Client or ARM be liable for special, indirect, or consequential damages whatsoever, including, without limitation, loss of use or loss of profits, incurred by one another or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or unprofessional, of either of them or their employees or associates.

7.3 Indemnification.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold ARM, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to: a) services performed by ARM for Client; b) reports, letters, recommendations, designs, illustrations and calculations prepared for Client by ARM; c) ARM's presence on the Client's property or project site(s); or, d) the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the Client's property or project site(s); **except that** Client shall not indemnify ARM against liability for damages to the extent caused by the negligence or misconduct of ARM, its agents, subcontractors, or employees.

7.4 Limitation on Construction-Related Testing and Inspections.

ARM will perform construction-related testing and inspections in accordance with a normal standard of care, but assumes no liability for any damages alleged to arise from ARM's failure to identify, disclose or otherwise recognize work performed by others that does not conform to the applicable construction documents or specifications.

8.0 DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between ARM and Client arising out of or in any way related to the Proposal will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under the Proposal and that dispute requires litigation as provided above, then: **(a)** Client assents to personal jurisdiction in the State of ARM's principal place of business; **(b)** The claim will be brought and tried in judicial jurisdiction of the court of the county where ARM's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and **(c)** The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.



9.0 DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that the Basic Services shall immediately become subject to renegotiation or termination.

In the event that the services are terminated because of the discovery of pollutants posing unanticipated risks, Client agrees that ARM shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of the services, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing and in effecting such termination.

Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for ARM to take immediate measures to protect the health and safety of ARM personnel and others, as appropriate. ARM agrees to notify Client as soon as practically possible should unanticipated hazards or hazardous substances or suspected hazards or hazardous substances be encountered. Client authorizes ARM to take measures that in ARM's sole judgment are justified to safeguard ARM's personnel and others, including the general public. Client agrees to compensate ARM for the additional cost associated with such authorized additional steps and measures, pursuant to the provisions of ARM's Consulting Rate Schedule that is then in effect.

10.0 DISPOSITION OF SAMPLES AND EQUIPMENT

10.1 Disposition of Unpolluted Samples.

No samples of unpolluted soil and rock will be kept by ARM unless agreed otherwise.

10.2 Hazardous or Potentially Hazardous Samples and Materials.

In the event that samples and/or materials contain or are suspected to contain substances or constituents that are hazardous or otherwise detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, ARM will, after completion of testing (1) return such samples and materials to Client, or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that ARM is acting as an agent of Client and at no time assumes title to said waste.

10.3 Contaminated Equipment.

All laboratory and field equipment contaminated in performing Basic or Additional Services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

11.0 REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, and other documents resulting from ARM's efforts are intended solely for purposes of the services described by the Proposal; any reuse or changes by Client or others for purposes outside of those described by the Proposal or any failure to follow ARM's recommendations, without ARM's written permission, shall be at the Client's and/or the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by ARM for proper performance of its services. ARM may rely upon Client-provided documents in performing the services described by the Proposal; however, ARM assumes no responsibility or liability for the accuracy of such documents. Client-provided documents will remain property of Client.

All reports, field notes, calculations, estimates, data, spreadsheets, designs, and other documents which ARM prepares are instruments of service, and ARM shall be deemed the author and owner of such instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client's acceptance of ARM's Proposal, ARM grants to Client a non-exclusive license to use these instruments of service in accordance with the provisions of this Section (Section 11.0) conditioned upon Client's full payment of the applicable invoice(s) relating to such instruments of service. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ARM. Any termination of the services offered by ARM in its Proposal prior to completion of the authorized services, or any failure of Client to make full payment of the applicable invoice(s) relating to such services shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of ARM's instruments of service and shall return to ARM within seven days of termination all originals and reproductions of ARM's instruments of service in the Client's possession or control.

ARM will retain all pertinent records relating to services performed for a period of three (3) years following completion of the services described by the Proposal, during which period the records will be made available to Client for review or duplication, at all reasonable times, and at Client's sole expense.



ARM reserves the right to use general descriptive information pertaining to the project and to the services provided by ARM in relation thereto, including images and plans generated by ARM during the course of providing the services described under the Proposal, for business development or marketing purposes. Images or plans prepared by or provided by others will not be used for such purposes without the written permission of the applicable parties.

12.0 NON-SOLICITATION

Client agrees not to employ ARM's personnel during the term of an active engagement or for a period of twelve (12) months following termination of said engagement without the prior approval of ARM. In the event that Client hires such personnel within the above time period and without said approval, Client shall pay to ARM, a fee equal to the person's billing for a three-month period. This fee shall be determined by multiplying the person's fixed hourly billing rate times 500 hours. This payment shall constitute liquidated damages and shall be in lieu of any other remedy and damages to which ARM might otherwise be entitled in law or at equity.

13.0 TERMINATION

The services offered by the Proposal and accepted by the Client may be terminated by either party by giving seven (7) days written notice to the other party. If this Agreement is terminated, it is agreed that ARM shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges. Within five business days of receipt of all payable amounts due to ARM, ARM will provide Client with all data that ARM collected and work products that ARM completed for Client.

14.0 FORCE MAJEURE

ARM shall not be liable to the Client for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of ARM.

15.0 SEVERABILITY AND SURVIVAL

Any element of these terms and conditions later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and ARM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All of these terms and conditions which allocate liability between Client and ARM shall survive the completion of the services hereunder and the termination of services.

16.0 ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of Client and ARM with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should Client utilize its purchase order or any other form to procure services, Client acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall ARM be bound to any term and conditions on such purchase order or other form, regardless of reference to or signature upon such purchase order or other form by ARM. Client shall reference this Agreement on any purchase order or other form it may issue to procure ARM services, but Client's failure to do so shall not operate to modify this Agreement.





Town of Boonsboro

Planning

Monthly Staff Report

DATE: 08/08/2024

TO: Mayor & Council
Planning Commission
Boonsboro Municipal Utilities Commission
Town Manager

FROM: Andrew J. Bowen
Staff Planner

RE: **MONTHLY PLANNING UPDATE – JULY 2024**

COMPREHENSIVE PLAN:

- Comp Plan Presentation
 - Reviewing Chapter One – Comp Plan for Comments

ANNEXATIONS:

- Flook & TT&K Properties – Provided Emergency Services Site Plan for a joint facility for discussion purposes. **MEETING WITH BMUC REGARDING FUTURE SEWER SERVICE ALONG NORTH MAIN STREET.**
- King Road Associates – The Town Officials and Staff met with representatives of the family to discuss the future of the property. Family is determining if they want to develop the property or sell it. **NO CHANGE IN STATUS.**

MAJOR SUBDIVISIONS:

- Battlefield Estates
 - Permit Renewals have been filed by the Developer with the County
 - Issues with the County now requiring FRO for the approved plans that previously was approved for payment in lieu of plantings. Letter of support provided by the Town to allow the previous approvals for FRO to be applicable to the Site Plan renewal.

- The Preserve at Fox Gap
 - Sub-contractors, Congressional Construction, are installing water and storm drain piping for Ostertag Pass adjacent to the Post Office.
 - Post Office moving at the end of the month of August.

- Fletcher's Grove
 - Chase Six / Campus Drive Realignment
 - Final Plats for Land Swap to be reviewed by the Planning Commission in August
 - Appraisers quotes for home value
 - Working with Mr. Dillow for pole building for Mr. McIlwee
 - Dean South Improvement Plans
 - Final Plats Conditionally Approved by Planning Commission

MINOR SUBDIVISIONS:

- 50 St. Paul Street – Pancheco Subdivision – Utility Plans will need to be submitted since utility connections for the new parcels show connection to a sanitary sewer line that does not exist.

TEXT AMENDMENTS:

- None

INFRASTRUCTURE PROJECTS

- Reservoir Project
 - Project out to Bid

- Auction House (Vanish Brewery)
 - Meeting with BMUC to discuss future sewer service

- WWTP Sludge Dewatering
 - Operational and in use

- Shafer Park – Phase IV – Walking Trail
 - Project Awarded and construction expected to begin the third week of August.



Town of Boonsboro

Zoning

Monthly Staff Report

DATE: 08/08/2024

TO: Mayor & Council
Planning Commission
Boonsboro Municipal Utilities Commission
Town Manager

FROM: Andrew J. Bowen
Zoning Administrator

RE: MONTHLY PLANNING UPDATE – JULY 2024

BOARD OF APPEALS HEARINGS:

- Potential for BOA Case in June – Fletcher’s Grove – Dean South

ZONING VIOLATIONS AND COMPLAINTS:

- Investigating Potential Zoning Violations on:
 - Exhaust Fans – 23 South Main Street – County requiring resubmittal and relocation of the exhaust fan.

ZONING CERTIFICATES / BUILDING PERMITS:

Boonsboro Permits

Building Permits Applied From 7/1/2024 Through 7/31/2024

Record No.	Address	Applicant	Applied	Issued	Status	Fees Due
BO2024-0012	11 HOLDER Court	James Hardy	07/16/24	08/06/24	Approved	\$88
BO2024-0013	217 SOUTHGATE Drive	Bryan Law	07/23/24		Review	\$38
BO2024-0014	108 GREEN FERN Lane	Yoni Alexander Meza	07/29/24		Review	\$78
BO2024-0015	28 So MAIN Street	Joseph Laumann	07/31/24		Review	\$38
				Totals:	4 Permits	\$241