

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: Operation and Maintenance of Wastewater Treatment Plants

BID NUMBER: 27-JHP-002

BID OPENING DATE AND TIME: September 8, 2026, 2:30 pm local time

**BID OPENING /
BID EMAIL SUBMITTAL ADDRESS:** Bid Opening will be online via Teams at the following:
Microsoft Teams meeting
Join:
<https://teams.microsoft.com/meet/297124344856062?p=uzsBB3Xr8LR1jG0E8Y>
Meeting ID: 297 124 344 856 062
Passcode: 4BB9fN2r

[Need help?](#) | [System reference](#)
Dial in by phone
[+1 240-600-1475](tel:+12406001475), [4509663333](tel:+14509663333) United States, Bethesda
[Find a local number](#)
Phone conference ID: 450 966 333#

Submit your bid via electronically to bids@hcps.org.

PROCUREMENT AGENT: Jennifer Horner, CPPB
Jennifer.Horner@hcps.org
410-809-6044

**QUESTIONS DUE DATE AND
TIME:** Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on **August 24, 2026**.

ADDENDUM ISSUED: No later than **August 26, 2026**.

PRE-BID CONFERENCE: Not Required.

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

**TIMELY DELIVERY OF BID
DOCUMENTS:** Bids must be received in the Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time. PDF format Only.

It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award will be posted on eMaryland Marketplace and our website at: <https://www.hcps.org/departments/BusinessServices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates. Inquiries or concerns about your rights related to Title IX, Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: [NON-DISCRIMINATION POLICY: \(hcps.org\)](#) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: [NON-DISCRIMINATION STATEMENT: \(hcps.org\)](#) and found on HCPS' homepage.

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**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

INSTRUCTION TO BIDDERS

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the solicitation.

1.0 AN INVITATION TO BID SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. **Late bids will be rejected.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern, or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.
- 2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or employees. It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.
- 2.3 All bids must be submitted strictly in Portable Document Format (.pdf). Emails received with bids in editable

formats (e.g., .doc, .xlsx, .pptx) or image formats (e.g., .jpg, .png) may be deemed non-responsive. Links to external websites, cloud storage folders or hosted PDF documents **will not be accepted** or accessed by HCPS. Please note that our system accepts files up to 150 MB. If your file exceeds this size, please send it in multiple emails.

- 2.4 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.
- 2.5 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.
- 2.6 Bid Opening
- 2.6.1 At the public opening of the Bid, the Bidder's names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.
- 2.6.2 Complete evaluations of the Bids will not take place at the bid opening, and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.
- 2.6.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
- 2.6.4 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
- 2.6.5 Bidders may correct a minor irregularity, and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Procurement Supervisor will be the final determinate of what is a minor irregularity.
- 2.6.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee if, in its judgment, the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.
- 2.6.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.
- 2.6.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide a product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.
- 2.7 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

3.0 AWARD OR REJECTION OF BIDS

- 3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 3.2 HCPS reserves the right to reject any bid submitted pursuant to Section 5-112 of the Education Article of the

Annotated Code of Maryland.

- 3.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.
- 3.4 Each bidder cannot offer more than one (1) bid submittal.
- 3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.
- 3.6 HCPS reserves the right to reject any or all bids.
- 3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 ANNULMENTS AND RESERVATIONS

- 4.1 Conditional proposals will not be considered.
- 4.2 HCPS reserves the right to waive technical defects within submittals.
- 4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 4.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 4.5 Unbalanced proposals will not be accepted.
- 4.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

- 5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.
- 5.2 Each participating jurisdiction or agency shall enter into its own contract, if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Procurement Manual.

7.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

8.0 BID PRICES

- 8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.
- 8.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 8.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- 8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 ADDENDA

- 9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued by the Procurement Department.
- 9.2 Addenda notices will be posted on the Procurement Department web site at www.hcps.org, as well as eMaryland Marketplace.
- 9.3 No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.
- 9.4 Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 eMARYLAND MARKETPLACE REGISTRATION ADVANTAGE (eMMA)

Contractors are **required** to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

11.0 RIGHT OF SELECTION

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS, the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

12.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014

GENERAL TERMS AND CONDITIONS
Services

1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

- 1.1 HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education of Harford County.
- 1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Procurement shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.
- 1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award notification. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

- 4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 4.2 The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national

origin, religion, or any other protected characteristic in any program or activity it operates.

- 4.3 Inquiries or concerns about your rights related to Title IX, Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: [NON-DISCRIMINATION POLICY: \(hcps.org\)](#) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: [NON-DISCRIMINATION STATEMENT: \(hcps.org\)](#) and found on HCPS' homepage.
- 4.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 4.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

- 5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.
- 5.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 14-103.1 of the Election Law Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach \$200,000 or more, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of \$500 or more to a candidate for elective office in any primary or general election.

8.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

- 9.1 Bidder, proposer, offeror, vendor, and contractor all have the same meaning and may be used interchangeably.
- 9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:

- 10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- 10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

11.0 INSURANCE

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company receive these insurance requirements prior to submitting a response. Failure to comply with these insurance requirements may render your submittal as non-responsive.

A Certificate of Insurance verifying coverage and limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverage and limits as specified, **must be submitted** with your response. **Failure to provide this information may deem your submittal as non-responsive.**

12.0 SAFETY AND CODE REQUIREMENTS

- 12.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge, including but not limited to Maryland Occupational Safety and Health Act (MOSH). These laws and regulations shall be construed as the minimum requirements of these specifications.
- 12.2 All equipment and machinery furnished or delivered to HCPS must comply with safety regulations as required by the U.S. Occupational Safety and Health Administration (OSHA), including 29 CFR Part 1910 for general industry and 29 CFR Part 1926 for construction. Equipment must also meet applicable Maryland State Safety & Health Act (MOSHA) standards and equipment operators must meet applicable Maryland-specific regulations such as heat street prevention (COMAR 09.12.32), Maryland crane safety, fall protection, and any other standards unique to MOSH that supplement federal OSHA requirements.
- 12.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment, or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment, or any other substances furnished and/or installed by the Contractor. Contractors are further responsible for maintaining hazardous chemical lists and container labels, providing appropriate employee training, and complying with any additional Maryland requirements for access to information about hazardous and toxic substances.

13.0 CONTRACTOR'S OBLIGATION

- 13.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.
- 13.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 13.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 13.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS.

Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.

- 13.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 13.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 13.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 13.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

14.0 PROTECTION OF WORK AND PROPERTY

- 14.1 The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. The Awarded Bidder shall be similarly responsible for all injury to any person that occurs as a result of the actions or negligence of the Awarded Bidder or Awarded Bidder's agents or employees. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Awarded Bidder and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.
- 14.2 The Awarded Bidder shall limit use of premises to work in areas indicated; confine operations to areas within contract limits indicated; ensure not to disturb portions of the site beyond the areas in which the Work is indicated.
- 14.3 The Awarded Bidder shall keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. The Awarded Bidder shall not use these areas for parking or storage of materials.
- 14.4 The Awarded Bidder shall always keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost of such removal to the Awarded Bidder.
- 14.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation always. Any property or incidental damage during the shall be repaired or replaced by the Awarded Bidder to the satisfaction of HCPS.
- 14.6 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder shall perform the work so as not to interfere with HCPS operations. The Awarded Bidder is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.
- 14.7 Deliveries of equipment and other materials must be made with the Awarded Bidder present and stored on

site as indicated by the HCPS.

15.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the Contractor's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

16.0 SUBSTITUTIONS AND "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance by HCPS. Any alternates or the submission of "or equal" items are subject to approval from HCPS.

17.0 GUARANTEE AND WARRANTY

- 17.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.
- 17.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.
- 17.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

18.0 INDEMNIFICATION

- 18.1 To the fullest extent permitted by law, the Contractor (Indemnitor) shall indemnify, defend and hold HCPS (the Indemnitee) and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 18.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

19.0 INTELLECTUAL PROPERTY

The Bidder represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Bidder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Bidder or used by the Bidder in the performance of its services. The Bidder shall defend, hold harmless and indemnify HCPS from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

20.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$100,000 shall be awarded to the lowest responsive and responsible bidder who provides the best value and conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, (6) the Bidder's demonstrated good faith efforts and plan for

utilization of Minority Business Enterprises (MBE) as certified by the Maryland Department of Transportation (MdDOT), and (7) the price offered by the Bidder. [REF: Section 5-112 of the Education Article, Annotated Code of Maryland, effective 7-1-24]

21.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

22.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 22.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 22.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning, or permitting its Subcontractors from knowingly assigning, any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children, if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 22.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 22.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 22.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.
- 22.3 Direct, unsupervised, and uncontrolled access to students is prohibited for any person convicted of any crime identified under Section 21.2. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 22.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

23.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-551 of the Family Law Article of the Maryland Annotated Code effective October 1, 2023, require each employee with a local school system undergo a criminal history records check and fingerprinting if such individual will work in, on or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check, including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Section

§5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

The cost of such criminal history records check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal history records check.

24.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures." When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the Bid is non-responsive. If the Contractor is deemed the apparent low bidder, the Minority Business Enterprise documentation described in the bid documents must be submitted within ten (10) working days of receiving notification of potential award.

25.0 LABOR AND RATES OF PAY

- 25.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 25.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

26.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

27.0 CONTRACT

The Bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the Formal Contract between Bidder and HCPS.

28.0 TAXES

- 28.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.
- 28.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a public local education agency and an instrumentality of the State of Maryland, and as such is exempt from federal income tax under Internal Revenue Code Section 115. The Federal Tax ID number for Harford County Public Schools is #52-6000955.

29.0 BILLING AND PAYMENT

- 29.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable email address at APInvoice@hcps.org, unless otherwise specified.
- 29.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 29.3 Standard HCPS payment terms are net thirty (30) days.
- 29.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

30.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 30.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 30.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

31.0 CONFLICTS OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

32.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions

33.0 IT ACCESSIBILITY PROGRAM

- 33.1 Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards, which are periodically updated, are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.
- 33.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. Section 508 incorporates the Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA as the baseline technical standards for web and digital accessibility. In Maryland, state law establishes a higher standard, requiring all public schools and state agencies to ensure that new or updated digital content, software, and web applications conform to WCAG 2.1 Level AA.

34.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- 34.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973, unless undue burden is demonstrated and documented. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.
- 34.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](https://www.voluntaryproductaccessibility.com) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).
- 34.3 For digital tools, vendors are required to submit an accessibility conformance report at the time of proposal or bid that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals,

procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

34.4 Vendor Notice of Equivalent Access Standards

In accordance with Md. Code Ann., Educ., § 7-910, “equivalent access” includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

“Equivalent access” includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

“Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

34.5 Accessibility Indemnification and Guarantees

34.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

34.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

34.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

34.6 Third-Party Technology

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

35.0 FORCE MAJEURE

35.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

35.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

- 35.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS
Facilities Services – General**

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor's Liability Insurance**

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 **Commercial general liability insurance** or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 **Business auto liability insurance** or its equivalent with a minimum limit of **\$1,000,000** per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 **Workers compensation** insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 **Umbrella excess liability or excess liability insurance** or its equivalent with minimum limits of:

\$1,000,000	Per occurrence;
\$1,000,000	Aggregate for other than products/completed operations and auto liability;
	and
\$1,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

_____(Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the above wording is required.

- 2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)
- 2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:

- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this

transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

BID SPECIFICATIONS

Bid #27-JHP-002

Operation and Maintenance of Wastewater Treatment Plants

1. INTENT

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instruction to Bidders, are intended to furnish all necessary plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to perform the operation and maintenance of wastewater treatment plants located at various locations for Harford County Public Schools. This contract shall also include provisions for emergency service calls.
- 1.2 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.
- 1.3 The contract resulting from this solicitation will be coordinated through the Facilities Department.

2. SCOPE OF WORK

- 2.1 This solicitation and the specifications that follow are issued for the purpose of qualifying and selecting a supplier to provide services including, but not limited to, monitoring well sampling, initial start-up and system stabilization, weekend monitoring, operator training, technical assistance as needed, emergency response services, buffer solutions, and other resources necessary to operate and maintain the wastewater treatment plants located at the following sites:
 - 2.1.1 Fallston High (Dynatec System, drainfields, monitoring wells sampling)
2301 Carrs Mill Road
Fallston, MD 21047
 - 2.1.2 Harford Technical High (Dynatec System, drainfields, monitoring wells sampling)
200 Thomas Run Road
Bel Air, MD 21015
 - 2.1.3 North Harford High (Training and Assistance, weekend testing, monitoring well sampling)
211 Pylesville Road
Pylesville, MD 21132
 - 2.1.4 Youth's Benefit Elementary (Dynatec System, drainfields, monitoring well sampling)
1901 Fallston Road
Fallston, MD 21047
- 2.2 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system and are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right to not authorize/order any services and/or materials. To aid in bid preparation, HCPS anticipates the total estimated value of the contract to be approximately **\$250,000** annually. This figure may change based upon the needs of the system for the term of this contract. HCPS

does not guarantee that this dollar amount will be met or exceeded, nor can HCPS guarantee any minimum dollar amount to any Awarded Bidder.

- 2.3 All work must be done with the least possible disruption to the school operation and is to be coordinated with Environmental Compliance Coordinator, HCPS Facilities Department, 410-638-4088.
- 2.4 HCPS will develop the work schedule in coordination with the Awarded Bidder to ensure all services are completed in accordance with the requirements of this solicitation. All work shall be scheduled in advance and coordinated with the HCPS Environmental Compliance Coordinator.
- 2.5 All work shall be approved by HCPS Facilities Department prior to its performance, when possible. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).
- 2.6 In the event of an emergency, i.e. overnight or weekends, the Awarded Bidder must notify HCPS's Environmental Compliance Coordinator or designee and proceed with the emergency repair.
- 2.7 Any repair, modification, or adjustment not covered by the scope of this contract shall be presented, in writing, to the HCPS Environmental Compliance Coordinator for approval before any work is begun. Emergency repairs required to return the equipment to service may be authorized by phone by contacting the HCPS Environmental Compliance Coordinator or designee HCPS at 410-638-4088. For emergencies occurring after normal business hours, the appropriate HCPS contact may be reached by cell phone.
- 2.8 For work to be done beyond the scope of work stated herein of the wastewater system that may be requested or required, the Awarded Bidder shall propose the intended work, including reason for the work to be done, parts required, man hours required, and expected resulting condition after completion of the work, including expected improvements (or degradation) of plant performance.
- 2.9 It is the intent of this solicitation to establish fixed labor rates and a fixed percentage markup on parts, materials, equipment, subcontracted services, or other reimbursable costs that HCPS may utilize throughout the term of the Contract for technical services, repairs, maintenance, troubleshooting, and other related work, as needed.
- 2.10 As required by the specific scope of work, the Awarded Bidder may be responsible for furnishing all materials, products, equipment, and supplies necessary to complete the Work. When such items are provided, the Awarded Bidder shall submit an itemized list of all materials furnished, together with a copy of the supplier's itemized invoice identifying the materials purchased, the supplier, and the actual cost. The Contract's fixed percentage markup shall apply to the actual cost of HCPS-approved materials, rental equipment, subcontracted services, and other project-specific ancillary expenses necessary to complete the Work, unless otherwise specified in the Contract.
- 2.11 In the event that a deficiency in the condition of a wastewater system is discovered, the Awarded Bidder shall identify the source of the deficiency (i.e. manufacturer error, construction deficiency, contractor error, or omission, etc.) and recommend the pursuit of specific actions to correct the deficiency, or have it corrected by the responsible party.
- 2.12 HCPS may require "project quotes" for any work required under this contract at its sole discretion.
- 2.13 There will be no cost to HCPS for contractors visiting an HCPS site to provide a quote or for any pre-examination work.

- 2.14 HCPS reserves the right to provide, at its own expense, any materials or equipment needed to complete the project and required repairs.
- 2.15 All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments and all other boards or departments having jurisdiction. These laws, regulations, and standards will further be considered a part of these specifications and conditions.
- 2.16 HCPS shall be responsible for ordering and supplying all chemicals required for the operation of HCPS wastewater treatment plants. Chemicals are currently supplied in drums and delivered directly to each plant site. The Awarded Bidder shall be responsible for monitoring chemical usage, identifying anticipated chemical requirements, and providing timely notification to HCPS to ensure an adequate supply of chemicals is available for treatment operations.
- 2.17 HCPS reserves the right to accept additional discount pricing if offered by the Awarded Bidder for repairs or project quotes. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor experience a decrease in costs associated with repair/project.

3. **TECHNICAL SPECIFICATIONS**

- 3.1 The Awarded Bidder shall operate and maintain the Dynatec Systems MBR Wastewater Treatment Plants, up to 30,000 gallons per day each, located at Fallston High School, Harford Technical High School, and Youth's Benefit Elementary School.
- 3.2 The Awarded Bidder must visit Fallston High School, Harford Technical High School, and Youth's Benefit Elementary School Wastewater Treatment Plants a minimum of three (3) times per week in addition to checking the plants via the internet remotely. Any alarm notification will be sent via phone to at least one (1) representative of the Awarded Bidder.
- 3.3 The Awarded Bidder will be required to walk the drain fields once per month to determine if there are any obvious problems that need to be reported and repaired.
- 3.4 The Awarded Bidder shall provide necessary assistance and training at other Harford County Public Schools' wastewater treatment plants on an as-needed basis. This may include, but is not limited to, the Kappe Continuous Sequencing Batch Reactor Wastewater Treatment Plant located at North Harford High School, which serves both North Harford High School and North Harford Middle School. These services shall be compensated at the applicable hourly labor rate established under the Contract.
- 3.5 Weekend monitoring may be required. When weekend monitoring is necessary, a qualified Operator shall be provided. The use of a Supervisor Operator for weekend monitoring shall require prior approval from HCPS.
- 3.6 Emergency Services – Awarded Bidder will need to respond to computer generated alarms as necessary. Bidders shall submit their hourly emergency service rate on the Bid Form.
- 3.7 If HCPS calls the Contractor on a non-weekend to visit a site, the minimum hours paid for the visit will be two (2) hours. However, if a non-weekend visit is planned, the Contractor will only invoice for time onsite at the established hourly rates.
- 3.8 During low flow periods, including summertime, wastewater treatment plants should not be shut down, unless that shutdown can be performed without damaging the integrity of the plant system or receiving system. Any special precautions needed to preserve the integrity of the plant should be included in the monthly fees.

3.9 Reporting

Detailed reports shall be submitted for all inspections and testing performed and provided to the HCPS Environmental Compliance Coordinator prior to submission of any payment request. Reports shall be complete, accurate, and all-inclusive, documenting all work performed, observations, findings, test results, and any recommendations or corrective actions, as applicable.

- 3.9.1 The Monthly Operating Report shall be forwarded in electronic format to the Environmental Compliance Coordinator by the 15th of following month to allow time to process the data, prepare the Discharge Monitoring Reports (DMR), and transmit the reports to MDE via NetDMR.
- 3.9.2 The Awarded Bidder will be breaching the Contract if reports are not given in a timely manner for more than six (6) separate instances, HCPS reserves the right to terminate the Contract and to award contract to the next lowest responsive/responsible bidder who submitted a proposal.
- 3.9.3 Submittal of permit required reports shall be the responsibility of HCPS.
- 3.10 Normal maintenance shall include, but not be limited to, changing lubricants; readjusting or calibrating instruments; verifying and adjusting flow rates; replacing chemicals and minor equipment components; and performing routine cleaning activities, such as rodding membrane tubes when performance declines to an unacceptable level. Normal maintenance shall also include backflushing, membrane preservation during periods of non-use, and any other maintenance activities with a known or anticipated frequency.
- 3.11 Reimbursable maintenance would include removal and replacement of failed components such as motors, pumps, impellers, valves, seals, and blowers.
- 3.12 The operation and maintenance of all wastewater treatment plants shall be performed in accordance with the applicable Maryland Department of the Environment (MDE) permits and the MDE-approved Operation and Maintenance Plan for each facility. Current Operation and Maintenance Plans are available at each plant location for review. Refer to the attached MDE permits for each wastewater treatment plant.
- 3.13 Maintenance will be scheduled with the HCPS Environmental Compliance Coordinator and in accordance with the permit specifications in advance. Ground water sampling information and frequency of sampling is stated in the permit.
- 3.14 All sewage and sludge generated from the wastewater treatment plants shall be disposed of at Sod Run WWTP in accordance with applicable sewage sludge utilization permits issued by the State. The Contractor shall be responsible for coordinating sludge pickup schedules with HCPS. HCPS shall be responsible for the cost of transporting sludge to Sod Run WWTP. Any disposal fees charged by Sod Run WWTP shall also be the responsibility of HCPS.
- 3.15 The Awarded Bidder shall be responsible for collecting all permit-required samples and coordinating sample pickup with HCPS. HCPS shall coordinate the delivery of samples to the designated laboratory and shall provide the Awarded Bidder with the laboratory results upon receipt. All samples, except fecal samples collected from monitoring wells, shall be submitted to the HCPS contract laboratory unless prior written authorization is obtained from HCPS to utilize an alternate laboratory.
- 3.16 Specific frequencies and items to be sampled are indicated in the permits.
- 3.17 The Awarded Bidder shall be responsible for coordinating all required maintenance activities, including furnishing the appropriate parts, materials, and labor necessary to complete the work. Costs associated with parts, materials, and labor shall be submitted for reimbursement in

accordance with the approved percentage markup on list price basis as identified on the Bid Form.

- 3.18 The Awarded Bidder shall be responsible for coordinating the delivery of startup bacteria with HCPS, when applicable.
- 3.19 The Awarded Bidder is responsible for any screened waste, including but not limited to rags, plastics, etc., and should be included in the monthly operations cost.
- 3.20 This work shall be performed at the HCPS facilities listed within this solicitation. HCPS reserves the right to add or delete wastewater treatment plant locations during the term of the Contract.

4. **HOURLY RATES**

- 4.1 **"Response Time"**, when referred to, means Awarded Bidder shall be on-site according to the parameters set by HCPS.
- 4.2 **"Regular Hourly Labor Rate"** In effect from 7:00 am until 4:00 pm local time Monday through Friday during the school year and 6:00 am until 4:00 pm local time Monday through Thursday during the summer months excluding HCPS recognized holidays. Awarded Bidder shall respond as specified and required by HCPS when the request for service is placed. Inclusive of all overhead, including but not limited to: driving time to and from the site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the services.
- 4.3 **"Working Hours"** are those hours the employees are actually on-site working, excluding lunch time and/or breaks.
- 4.4 HCPS shall not reimburse travel expenses, or vehicle mileage, nor shall HCPS reimburse for travel time to and from the job site or to obtain parts or materials.

5. **RESPONSE TIME**

- 5.1 This contract is for on-call services, the Awarded Bidder must be capable of providing twenty-four (24) hour emergency service, seven (7) days a week for any situations deemed necessary by Harford County Public Schools.
- 5.2 Awarded Bidder will be required to provide HCPS with an e-mail address and a phone number for scheduling service through a dispatch center during regular business hours and for scheduling service through a dispatch center for emergencies (twenty-four (24) hours a day, seven (7) days a week).
- 5.3 Regular Service Calls
 - 5.3.1 Response time shall be as specified and required by HCPS when the request for regular service is placed.
 - 5.3.2 Response time by Awarded Bidder for regular service calls shall be within twenty-four (24) hours from when request is made by HCPS.
 - 5.3.3 Awarded Bidder is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and day the service is requested and required by HCPS.
 - 5.3.4 Service requests shall be made in writing by HCPS and shall document the required service and time parameters for response.
 - 5.3.5 HCPS shall notify Awarded Bidder in writing if service request must be cancelled.

5.4 Emergency Service Calls

- 5.4.1 Emergency services shall be available twenty-four (24) hours a day, seven (7) days a week.
- 5.4.2 Because the wastewater treatment plants are critical to school operations, the Awarded Bidder shall respond to service call requests in a timely manner and acknowledge receipt of verbal notification from an HCPS representative within thirty (30) minutes.
- 5.4.3 The Awarded Bidder shall respond to emergency service calls and arrive at the site within one (1) hour of notification by HCPS. Response time shall commence at the time of telephone notification.
- 5.4.4 The Awarded Bidder shall perform emergency services as required at the Emergency Hourly Labor Rate.
- 5.4.5 Due to the nature of emergency service calls, HCPS may initially notify the Awarded Bidder by telephone. Telephone notification shall constitute official notification of the service request, and the response time shall commence at the time of the telephone notification.
- 5.4.6 Due to the nature of emergency service calls, HCPS may notify the Awarded Bidder by telephone if an emergency service request needs to be canceled.
- 5.5 If Awarded Bidder cannot respond to any request within the time specified above, Awarded Bidder must notify HCPS at the time the request for service is placed.
- 5.6 Awarded Bidder is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.
- 5.7 Awarded Bidder shall make every effort to expedite all service calls in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by HCPS. The Awarded Bidder will notify the HCPS Assistant Supervisor of Mechanical Systems or their designee in writing of any delays in service which exceed the above time limits. Excessive delays in service which cannot be explained by the Awarded Bidder to the satisfaction of HCPS will be considered unsatisfactory service under the terms of the Contract. Any excessive number of instances of unsatisfactory service, as determined by HCPS, may be cause for HCPS to consider the Awarded Bidder in default and the Contract terminated for cause.

6. **INTERRUPTION OF SERVICE**

- 6.1 Planned interruption of services under this contract shall be coordinated with HCPS Facilities Department at least five (5) business days in advance of the expected occurrence. Schools and/or Offices will require a temporary electric power source, during any interruption, to maintain the security system, fire alarm system and telephone system.
- 6.2 Awarded Bidder shall be responsible for repairing accidental interruption(s) of utilities, caused by the Awarded Bidder, at the Awarded Bidder's expense.

7. **GENERAL INFORMATION**

- 7.1 It shall be noted that it will be necessary for the work to be done during the regular school year. Proper identification is a necessity at all times. Safety and security for students and staff is a priority. Contractors and visitors must report to the main office, present photo employee identification and sign in when entering the building. School-assigned visitor badges must be worn at all times.
- 7.2 The Awarded Bidder shall coordinate all work schedules with the HCPS Environmental Compliance

Coordinator in the Facilities Department at 410-638-4088 throughout the term of the Contract to ensure that work is performed in a manner that minimizes disruption to normal school operations.

7.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.

7.4 Working Hours

7.4.1 The regular work hours during school are from 7:30 am until 4:00 pm, Monday through Friday, excluding holidays.

7.4.2 The regular work hours during summer are from 6:00 am until 4:00 pm, Monday through Thursday, excluding holidays. hour.

8. **SPECIFIC CONDITIONS**

- 8.1 It is the sole responsibility of the Bidder to call to the attention of Jennifer Horner at Jennifer.Horner@hcps.org, of any discrepancies in specifications, **IN WRITING**, at least **FIVE (5)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications.
- 8.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.
- 8.3 The Awarded Bidder shall obtain and maintain all necessary licenses required to perform the Work under this Contract. HCPS shall be responsible for obtaining and maintaining all MDE permits associated with the wastewater treatment plants.
- 8.4 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all **FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS** in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.
- 8.5 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure the safety of all individuals during work, as well as during operation.
- 8.6 Awarded Bidder shall assume full responsibility and liability for protection of workers and persons occupying areas adjacent to the delivery and pick-up sites, except and unless damage, loss, injury or illness is caused by the negligence or tortious miscount of HCPS employees.
- 8.7 Awarded Bidder shall be familiar with all applicable codes, regulations, standards, documents, and this specification.
- 8.8 Where conflicts among the requirements of the codes, regulations, standards, documents, and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder.
- 8.9 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.
- 8.10 The Awarded Bidder shall be responsible for their work until its completion and final acceptance.

- 8.11 Any work that does not meet the specification or any state and/or local building codes shall be corrected at the Awarded Bidder's expense.
- 8.12 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations, and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines, and regulations.
- 8.13 Storage of any tools, equipment, or materials incidental to the performance of the Contract must be coordinated with the Environmental Compliance Coordinator or their designee in the HCPS Facilities Department and will be at the Awarded Bidder's risk. **NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL.** The Awarded Bidder shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.
- 8.14 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Awarded Bidder when notified in writing to do so by Harford County Public Schools. If the Awarded Bidder shall neglect or refuse to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed, and satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Awarded Bidder and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be offered for use on any contract with Harford County Public Schools.
- 8.15 The documents contained within this Invitation for Bid constitute the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes or amendments must be agreed upon in writing and signed by both parties.
- 8.16 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled "Exceptions". Exceptions may deem the bid non-responsive.
- 8.17 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.
- 8.18 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

9. **FORM OF PROPOSAL**

- 9.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.
- 9.2 Bidders are required to submit an hourly labor rate and markup for every item. By not submitting a rate or markup, for any of the line items, the vendor may be deemed non-responsive. Only one rate or markup is allowed for each item.
- 9.3 Bidders shall submit a fixed percentage markup from the list price for maintenance and repair parts and materials. Such purchases require prior written approval from HCPS.
 - 9.3.1 An estimated cost of \$2,000 has been provided on Items #16 on the Bid Form for bid evaluation purposes only. These estimated amounts do not represent a guarantee of actual expenditures under the Contract.
 - 9.3.2 The Bidder shall calculate the markup amount by multiplying the proposed percentage markup by the estimated amount of \$2,000 and enter **only the resulting markup amount**

in the space provided on the Bid Form. **Do not include the base estimated amount of \$2,000 in the amount entered.**

9.3.3 **The markup must not exceed 20%.**

9.4 Bidders may have different rates that apply to one item. In those instances, bidders must "average" the rates and provide that rate. Only one rate is allowed for each item.

9.5 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

10. **AWARD**

10.1 Harford County Public Schools intends to award the contract in its entirety to one (1) bidder for all services requested, to the lowest responsive and responsible bidder(s) offering the most favorable total price submitted on the Bid Form, including markup, and meeting the specifications.

10.2 Responsive and responsible Bidders will be ranked based on the "Basis of Award", consisting of the total evaluated hourly labor rates and the proposed markup submitted on the Bid Form. **The proposed markup must not exceed 20%.**

10.3 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

10.4 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.

10.5 HCPS is not obligated to contract for all "items" as listed on the Bid Form.

10.6 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

10.7 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.

10.8 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.

10.9 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.

10.10 HCPS reserves the right to add awarded bidder to this contract, within one (1) year of contract award, if the initial awarded bidder cannot fulfill all of the requirements.

10.11 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.

10.12 In the event the Awarded Bidder cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Bidder.

11. **TERM OF CONTRACT**

- 11.1 The initial term of this contract shall be for one (1) year and shall begin on or about **October 1, 2026** through **June 30, 2028**.
- 11.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional one (1) year periods.

12. **PRICING AND RATE ADJUSTMENTS**

- 12.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.
- 12.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period prior to the renewal date. The Awarded Bidder shall request all rate adjustments in writing to the Procurement Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late may not be considered.**
- 12.3 The request for a change in the price/rate shall include: (1) the Bid number, (2) existing price/rate, (3) the new proposed price/rate, (4) supporting documentation (i.e., appropriate Bureau of Labor Statistics index). The request for a price increase on products shall include documentation from the manufacturer to verify the basis for such request and submit current catalogs.
- 12.3.1 HCPS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPS with no mark-up allowed. For such changes to be considered, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.
- 12.4 HCPS will only consider adjustments on rates based upon the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor Standards (<https://www.bls.gov/data/>), or the most appropriate index for the service or product being provided.
- 12.5 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items (CPI-U or CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 12.6 For each option year of this contract, pricing may be adjusted by the percentage change in the Consumer Price Index by following the steps below, which the HCPS Procurement Department will follow:
- 12.6.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/data/>.
- 12.6.2 Under "Urban Wage Earners and Clerical Workers (Current Series)", click on "One Screen Data Search" (magnifying glass).
- 12.6.2.1 Select "Baltimore-Columbia-Towson, MD" for No.1.
- 12.6.2.2 Select "All Items" for No 2.
- 12.6.2.3 "Not Seasonally Adjusted" box should be selected in No. 3.
- 12.6.2.4 Select "Add to Selection" then "Get Data" button.
- 12.6.2.5 Select "More Formatting Options" located in the top right-hand corner.

12.6.2.5.1 Unselect "Original Data Value" and select "12-Month Percent Change" box

12.6.2.5.2 Select "Retrieve Data"

12.6.2.6 Use the '12 Months Percent Change' chart. Adjustment shall be based on the most recently published percentage change.

12.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.

12.7 The Award Bidder shall provide bona-fide manufacturer's documentation reflecting the percentage change. The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request. Rate adjustments will be approved at the discretion of HCPS and are not guaranteed.

12.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.

12.7.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.

12.7.3 Awarded Bidder whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of HCPS rejection notification.

12.8 Upon receipt of the Awarded Bidder request, HCPS shall decide to accept, reject, or modify the request, as may be determined to be in the best interest of HCPS, for a price adjustment based upon its investigations and the information provided by the Awarded Bidder. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested. Any orders received prior to a request for a price increase shall be honored at the original contract price.

12.9 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.

12.10 Rate increase requests will not be considered if not accompanied with the proper information or within the designated time.

12.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

13. **DISCOUNTS**

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The Awarded Bidder shall also provide any necessary forms and documentation needed to redeem such discounts.

14. **BILLING AND PAYMENT**

14.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.

- 14.2 Invoices must be submitted to the Accounts Payable Department via email to APInvoice@hcps.org, referencing the Contract and/or Purchase Order number.
- 14.3 A copy of all invoices are to be sent to the Facilities Department, Attention: Environmental Compliance Coordinator, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number and/or Purchase Order number.
- 14.4 Invoices shall reflect amounts provided on the Bid Form.
- 14.5 Invoicing for these services will be monthly.
- 14.6 For services other than operation or maintenance, the Awarded Bidder shall submit an original invoice for each location and include a signed copy of the agreement with HCPS allowing the specific work to be performed. Invoices shall contain the following information:
 - 14.6.1 Invoice shall contain the name of the facility where the work was performed and include an itemized list of material that has been provided, delivered, and installed, when applicable.
 - 14.6.2 Invoice shall include a detailed listing of the number of hours worked, per type of work (i.e. training, weekend monitoring, emergency services, etc.), including a COMPLETE description of the work completed. A narrative explaining the work performed shall be included with the invoice.
 - 14.6.3 If the Contractor provides parts, the invoice shall reflect the fixed percentage markup from the list price and hourly labor rate for the appropriate job as per the Bid Form amounts.
- 14.7 Invoices should be prepared accurately indicating the number of hours for each approved mechanic/operator, "extra" maintenance, and any other approved charges.
- 14.8 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS' option.
- 14.9 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

15. **GUARANTEE/WARRANTY**

- 15.1 The Awarded Bidder shall provide all manufacturers' warranties, guarantees, and related documentation customarily provided within the trade for materials, equipment, and supplies furnished under this Contract.
- 15.2 The Awarded Bidder shall warrant that all work performed under this Contract shall be completed in a professional manner and shall be free from defects in workmanship for a period of **one (1) years** from the date of formal acceptance by HCPS. The Awarded Bidder shall, at no additional cost to HCPS, correct any defective workmanship identified during the warranty period.
- 15.3 Neither final payment, final acceptance, nor any provision of the Contract shall relieve the Awarded Bidder of responsibility for defective materials, equipment, or workmanship. The Awarded Bidder shall promptly correct any defects and shall be responsible for any damage to other work resulting from such defects that become apparent during the applicable warranty period. HCPS shall provide notice of observed defects within a reasonable period of time.
- 15.4 The Awarded Bidder shall not charge HCPS for repeat service visits required to correct the same issue within thirty (30) days of the original service visit when such issue is determined to be the result of defective workmanship or incomplete repairs.
- 15.5 All warranty-related work shall be initiated within seventy-two (72) hours of notification by HCPS, unless otherwise approved by HCPS due to the nature or complexity of the repair.

15.6 If the Awarded Bidder fails to repair, replace, adjust, correct, or complete defective work, materials, or services within the required timeframe, HCPS may obtain the services of another contractor to perform the necessary corrective work. The Awarded Bidder shall be responsible for all reasonable costs incurred by HCPS to correct the defective work.

15.7 All warranties, expressed or implied, shall survive delivery, inspection, acceptance, and payment.

16. **TAXES AND PERMITS**

16.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair, or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.

16.2 Award Bidder shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

16.3 Awarded Bidder shall make application for permits, as required for the work under this contract. Awarded Bidder is required to schedule inspections by Harford County Government or other State/Local agencies as required and is responsible to meet or exceed all codes.

17. **EQUIPMENT**

17.1 All equipment required to perform standard or typical work under this contract shall be owned by the Awarded Bidder and be routinely available on the dispatched service vehicle. HCPS will not reimburse the Awarded Bidder for equipment rental charges.

17.2 All equipment used by the Awarded Bidder shall be maintained in good working conditions and comply with all applicable safety standards.

17.3 Any costs associated with renting equipment not owned by the Awarded Bidder shall be considered overhead and included in the hourly rates submitted with this solicitation. Such costs will not be reimbursed as a separate or additional expense.

17.4 Use of HCPS owned equipment is prohibited unless prior approval is granted by the Environmental Compliance Coordinator.

18. **PROFESSIONALISM**

18.1 HCPS requires all work to be completed utilizing "Professional Workmanship". HCPS shall closely monitor and examine the services provided and shall only accept a "Professional Workmanship". The following may be considered reasons for immediate termination of a company:

18.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.

18.1.2 Failure of the Awarded Bidder to have all personnel sign into and out of the main office of any school, whenever that school's office is open.

18.1.3 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS sites. The individuals doing the work at HCPS sites shall:

18.1.3.1 be properly trained and experienced to perform services as specified.

- 18.1.3.2 refrain from any comments or gestures to the students or staff; and, refrain from making any comments or gestures to fellow workers that could be interpreted as inappropriate or obscene.
- 18.1.3.3 be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The assigned employee shall prominently display the name of their company on a shirt or hat.
- 18.1.3.4 abide by the HCPS drug, tobacco and alcohol policy. HCPS maintains a "drug, tobacco, and alcohol-free zones". Furthermore, HCPS prohibits gambling and obscene or abusive language.
- 18.1.4 Immediate termination of a company for not providing "Professional Workmanship" as determined by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:
 - 18.1.4.1 Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.
 - 18.1.4.2 Awarded Bidder being unable to bid any HCPS project for up to twelve (12) months from the date of termination.

19. **INSPECTION OF SITE**

- 19.1 Bidders are responsible for site visitation and confirmation of existing conditions.
- 19.2 Failure of the Awarded Bidder to become familiar with existing conditions, site requirements, or the nature of the work shall not relieve the Awarded Bidder of the obligation to furnish all labor, materials, equipment, and services necessary to satisfactorily complete assigned work in accordance with the Contract requirements.
- 19.3 Any bidder interested in visiting the facilities shall contact Laura Paligo, Environmental Compliance Coordinator, at 410-638-4088 or via email at Laura.Paligo@hcps.org to schedule a site visit.

20. **SUBSTITUTIONS**

- 20.1 Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish, and quality. Only products of the named acceptable manufacturers and "or equal" (in quality, accessories, and attachments) shall be utilized.
- 20.2 The Awarded Bidder shall be responsible for determining the specific model or product from an acceptable manufacturer that meets the standards and requirements specified in this Contract. Other products that are capable of performing the intended function and meeting the specified requirements may be considered, provided a substitution request is submitted in strict accordance with the requirements identified in this solicitation.
- 20.3 All equipment and replacement components shall be new and unused. HCPS shall approve make and or model of replacement parts utilized.

21. **SUBCONTRACTORS**

- 21.1 Awarded Bidder shall not subcontract out any portion of this Contract without prior approval from HCPS. **No exceptions.** The Awarded Bidder is required to have sufficiently trained staff to handle the project. Any Awarded Bidder using subcontractors not approved by HCPS, may be

subject to termination for cause.

- 21.2 The Awarded Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

22. **QUALIFICATION OF BIDDER**

- 22.1 HCPS requires that participating bidders have at least three (3) years of experience in the operation and maintenance of the Dynatec System MBR wastewater treatment plant equipment processes as well as must have been established in the operation and maintenance of activated sludge, sequencing batch reactors, and membrane filtration wastewater treatment plants for a period of three (3) years. Bidders shall provide references on the Reference Form who can confirm this experience.
- 22.2 The Bidder shall employ a minimum of one (1) operator and two (2) temporary operators, each of whom shall hold a valid State of Maryland Grade 5A Operator's License. As part of the bid submission, the Bidder shall provide a copy of its current State of Maryland Grade 5A Operator's License, along with copies of all other applicable state or county licenses, certifications, and accreditations required to perform the services specified in this solicitation. Failure to provide the required documentation may result in the bid being deemed non-responsive.
- 22.2.1 The Awarded Bidder shall ensure that all personnel assigned to HCPS are properly trained, experienced, and qualified to perform the required services. Upon request by HCPS, the Awarded Bidder shall provide documentation verifying employee qualifications, licenses, certifications, and training. The Awarded Bidder shall maintain all required licenses, certifications, and qualifications in good standing throughout the term of the Contract.
- 22.3 All bidders must be registered and considered in "Good Standing" with the State Department of Assessment and Taxation (SDAT) (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsible. Visit the following website to ensure compliance or to register: <https://egov.maryland.gov/businessexpress>. (HCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)
- 22.4 All bidders must not have any "Exclusions" (bidder cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a bidder's name does not appear after searching, the bidder does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the bidder may be deemed non-responsible.
- 22.5 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
- 22.6 Bidders shall complete and return with their bid the "Reference Form" included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem bidder as non-responsible.
- 22.6.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization's ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is

imperative that contact names and information be accurate. HCPS reserves the right to request additional references.

22.6.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

23. **AWARDED BIDDER RESPONSIBILITIES**

- 23.1 Contractors are **required** to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.
- 23.2 Perform the operation and maintenance of wastewater treatment plants. The Awarded Bidder is responsible for identifying and reporting deficiencies found in the equipment during the contract period. HCPS Facilities Department will request quotes for repair costs.
- 23.3 All replacement parts, materials, supplies and equipment shall be the manufacturer's parts for the particular system. All material furnished by the Contractor shall be new and of such quality, quantity and size to assure that complete repairs fulfill the intended requirements of the existing system design and performance.
- 23.4 The Awarded Bidder shall troubleshoot equipment anomalies and failures by identifying the root cause of the problem, determining the affected components, and completing all necessary repairs in a professional and timely manner.
- 23.5 The Awarded Bidder shall provide the HCPS Project Manager with written documentation identifying any equipment failures or anomalies discovered during the course of the work. Prior to performing repairs, the Awarded Bidder shall submit a written cost estimate for labor, materials, and any other associated costs required to repair the identified equipment failures or anomalies. No repair work beyond troubleshooting shall begin until the cost estimate has been reviewed and approved by the HCPS Project Manager, unless otherwise authorized by HCPS.
- 23.6 **Associated work:** It is the responsibility of the Awarded Bidder to provide for and coordinate the work of any other trade, as required to complete the work. HCPS must be notified if another trade is required to facilitate or complete the work prior to them being brought on-site.
- 23.7 The Awarded Bidder shall be responsible for doing a "pre-job" damage survey of the facility for existing property damage with the owner prior to starting work. Existing damaged items identified in this survey will be the responsibility of HCPS. Any items not identified in this survey will be the responsibility of the Awarded Bidder. The Awarded Bidder will be required to repair all areas to the satisfaction of HCPS, or HCPS may have these items corrected and deduct the cost of these repairs from any monies owed or which may become due from the Awarded Bidder.
- 23.8 The Awarded Bidder will be required to supply all parts, labor, supplies and necessary equipment required to operate, repair and maintain all wastewater treatment plants in a fully functional and operational condition, in accordance with permit and manufacturer's requirements. **This includes all wastewater testing meters, calibration supplies and test reagents, monitoring well pumps and associated tubing, automated samplers, as well as other items assumed to be necessary by the industry but not mentioned herein.**
- 23.9 A basic spare parts list for each wastewater plant must be developed and submitted for approval to HCPS within two (2) months of bid award.

- 23.10 Awarded Bidder shall be provided with at least thirty (30) minutes notification for deliveries of chemicals and equipment to the plants, when possible.
- 23.11 Awarded Bidder will be responsible for monetary violations to be paid to the Maryland Department of the Environment, if the plant receives three (3) or more violations for the same issue, within a contract year. Examples of violations could be not using enough chemical to keep effluent parameters within State limit and/or not reporting equipment failures by email immediately that will effect effluent quality, within State limits.
- 23.12 Awarded Bidder will be required to have a separate logbook for each of the wastewater plants.

24. **PROCUREMENT ADMINISTRATOR**

Jennifer Horner, Supervisor of Procurement, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for the purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Jennifer Horner, at Jennifer.Horner@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time **August 24, 2026**. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before **August 26, 2026** at www.hcps.org as well as eMaryland Marketplace Advantage.

**HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014**

CONTRACT SAMPLE

**Bid #27-JHP-002
Operation and Maintenance of Wastewater Treatment Plants**

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for one (1) year and shall begin on or about October 1, 2026 and end June 30, 2028. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to five (5) additional, one (1) year periods.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **Bid #27-JHP-002**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County

Board of Education of Harford County Witness

Dyann R. Mack, Ed.D., Superintendent of Schools

Date

Board of Education of Harford County – Board President

Seal in Signature

Authorized Contractor Signature

Company Name

Contractor Witness

Address

Date

Address

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

CHECK LIST

Bid #27-JHP-002

Operation and Maintenance of Wastewater Treatment Plants

- ☐ Signed and included all Addenda (if applicable)
- ☐ Submitted a sample Certificate of Insurance (Proving coverages and limits as specified in “Insurance Requirements” **or** a letter committing to obtain the required coverages and limits as specified)
- ☐ Submitted licenses for a minimum of one (1) operator and two (2) temporary operators, each of whom holds a valid State of Maryland Grade 5A Operator’s License. (Section 22.2)
- ☐ Register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> (Section 23.1)
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are indicated with an (*) must be submitted in proper form and content at the time of bid opening or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

 Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
 102 SOUTH HICKORY AVENUE
 BEL AIR, MD 21014**

BID FORM

Bid #27-JHP-002

Operation and Maintenance of Wastewater Treatment Plants

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services and all related incidentals required to perform the operation and maintenance of wastewater treatment plants at various locations for Harford County Public Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

Item	Description	Estimated Hours	Monthly Cost / Hourly Rate	Total Annual Cost (Regular Hourly Rate x Estimated Hours)
1	Operation and Maintenance of Dynatec System at Harford Technical High School		\$ /Month	\$
2	Operation and Maintenance of Dynatec System at Fallston High School		\$ /Month	\$
3	Operation and Maintenance of Dynatec System and Youth's Benefit Elementary School		\$ /Month	\$
4	Training and assistance at North Harford High School	200	\$ /hr	\$
5	Monitoring at North Harford High School: Senior Operator	50	\$ /hr	\$
6	Monitoring at North Harford High School: Operator	25	\$ /hr	\$
7	Monitoring at North Harford High School: Temporary Operator	25	\$ /hr	\$
8	One (1) Senior Wastewater Treatment Operator	50	\$ /hr	\$
9	One (1) Wastewater Treatment Operator	50	\$ /hr	\$
10	One (1) Temporary Operator	25	\$ /hr	\$
11	One (1) Mechanic	25	\$ /hr	\$

 Company Name

Item	Description	Estimated Hours	Monthly Cost / Hourly Rate	Total Annual Cost (Regular Hourly Rate x Estimated Hours)
12	One (1) Instrument Technician	25	\$ /hr	\$
13	One (1) Laborer	50	\$ /hr	\$
14	One (1) Unskilled Laborer	50	\$ /hr	\$
15	Emergency Service	16	\$ /hr	\$
16	Fixed percentage markup from the list price for maintenance and repair parts and materials	Estimated Cost	Markup	(\$2,000 x Markup) *state markup cost only
		\$2,000.00	%	\$
Basis of Award (Add Items #1 through Item #16)				\$

Number of years the company has experience in the operation and maintenance of the Dynatec System MBR wastewater treatment plant equipment processes (minimum three (3) years) (Section 22.1)	
Number of years the company has been established in the operation and maintenance of activated sludge, sequencing batch reactors, and membrane filtration wastewater treatment plants (minimum three (3) years) (Section 22.1)	

SERVICE CALL CONTACTS (Section 5.2)

	Contact Person	Phone Number	E-Mail Address
Regular			
Emergency			

Company Name

ADDITIONAL INFORMATION:

Contract Contact/Sales Rep Name:	
Phone Number:	
E-Mail Address:	

FORM OF PAYMENT (mark those you will accept)*:

	Do you accept credit card?
	Is there a fee for using a credit card?
	If yes, what is the fee amount?
	ACH Payment
	Conventional Check

***NOTE:** Must request changes to payment method or bank information in writing.

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

REFERENCE FORM

Bid #27-JHP-002

Operation and Maintenance of Wastewater Treatment Plants

List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary. **Please type or print clearly.**

	Reference 1	Reference 2	Reference 3
Name of Organization			
Address			
Description of Project or Services Provided			
Dollar Amount			
Contact Person			
Phone Number			
Email Address			

HARFORD COUNTY PUBLIC SCHOOLS

Dyann R. Mack, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.
3. (On the line below and using additional attachments as necessary, state "*none*" or, as appropriate, list any conviction, plea, or admission described in Paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.
5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

Dyann R. Mack, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, and the Maryland State Finance and Procurement Code, Title 16, Subtitle 3.

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local public department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section 11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.
- 8) Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)



Maryland
Department of
the Environment

Wes Moore, Governor
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

Nov 10, 2023

Ms. Patti Jo Beard
Director of Facilities Management
Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

RECEIVED NOV 17 2023

duf

Re: Discharge Permit 23-DP-3663 Fallston Middle and High School
2303 Carrs Mill Road, Fallston, MD 21047

Dear Ms. Beard:

Enclosed is the above referenced discharge permit with the effective date indicated on the cover page. The permittee is responsible for complying with all permit conditions. Therefore, you are advised to read the permit carefully and to become thoroughly familiar with the requirements in order to maintain compliance with the permit.

Your facility has been approved by MDE to electronically submit Discharge Monitoring Reports (DMRs) through NetDMR. Therefore, you are required to submit monthly DMRs by the 28th of the following month and all other documents as listed in the discharge permit electronically through NetDMR. Should you encounter problems in electronic submission for any month, please consult MDE's Compliance Program by calling (410) 537-3510 to avoid missing the deadline for submission of the above stated documents.

The most current version of 40 CFR Part 136 can be found on the US Government Publishing Office website (http://bit.ly/40CFR_Part136, this link is case-sensitive) regularly to obtain updated guidelines. Unless otherwise specified, the most updated guidelines in 40 CFR Part 136 are required to be used for the analyses of pollutants specified in this permit.

If you have any questions, please do not hesitate to call Tracy Rocca-Weikart, Groundwater Permits Division, at (410) 537-3659.

Sincerely,

D. Lee Currey, Director
Water and Science Administration

Enclosures

cc: John Resline, Acting Director, Harford County Health Department



Maryland
Department of
the Environment

Wes Moore, Governor
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

STATE GROUNDWATER DISCHARGE PERMIT

STATE DISCHARGE PERMIT NUMBER	23-DP-3663
UIC NUMBER	UIC0255W0024
NPDES ID NUMBER	MD3663M09
EFFECTIVE DATE	December 1, 2023
EXPIRATION DATE	November 30, 2028

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, the Department of the Environment, hereinafter referred to as "the Department", hereby authorizes

Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

hereinafter referred to as "Permittee", to discharge septic tank - tertiary treated effluent, by absorption trenches as described herein, from:

Fallston High and Middle School Wastewater Treatment Plant
2301 Carrs Mill Road
Fallston, Maryland 21047

to groundwaters of the State in accordance with the following special and general conditions, including the attached maps made a part hereof.

A. Waste and Wastewater Limitations

I. SPECIAL CONDITIONS

1. The Permittee is authorized to discharge treated wastewater via absorption trenches to groundwaters of the State at the site known as Fallston High and Middle School as shown on Tax Map 48, Parcel 250, and on Map A attached. The Permittee is not authorized to discharge any treated or untreated industrial wastewaters to waters of the State.
2. The maximum daily flow to the absorption trenches shall be limited to 43,912 gallons from the Wastewater Treatment Plant (WWTP) serving the two educational facilities. Of that total, a maximum of 25,000 gallons per day is attributed to Fallston High School and a maximum flow of 18,912 gallons per day is attributed to Fallston Middle School.
3. Prior to discharge into the absorption trenches, all wastewaters shall be treated to produce an effluent which does not exceed the following maximum limitations:

Parameter Code (STORET)	Parameter Description	Loading		Concentration	Monitoring Frequency	Sample Type
		Monthly Average	Yearly Maximum	Monthly Average		
00310	BOD ₅	N/A	N/A	30 mg/l	Monthly	Grab
00530	Suspended Solids	N/A	N/A	30 mg/l	Monthly	Grab
00600	Total Nitrogen (N) ⁽¹⁾	N/A	N/A	10 mg/l	Monthly	Grab
00625	TKN	N/A	N/A	Report Value	Monthly	Grab
00630	Nitrate + Nitrite (N+N)	N/A	N/A	Report Value	Monthly	Grab
50050	Flow	28,000 gpd	N/A	N/A	Continuous	Measured

- (1) Permit modification is required for any future expansion of this facility. The modification shall include a yearly nitrogen load limitation to groundwater of no more than 1,705 lbs at the subsurface absorption system. The 1,705 lbs yearly total nitrogen loading requirement was determined based on 28,000 gpd average daily flow and a 20 mg/l effluent total nitrogen concentration. This total nitrogen loading cap is not an assigned allocation for discharge to the Chesapeake Bay via groundwater because the permit assumes other natural processes that reduce the amount of total nitrogen reaching the Bay from this system. The factsheet of this permit includes the total nitrogen transport assumptions for estimating the amount of nitrogen delivered to the Bay from this system. Total nitrogen is defined as the sum of Nitrate plus Nitrite and Total Kjeldahl Nitrogen (TKN). The concentration of each constituent shall also be reported.

I. SPECIAL CONDITIONS

4. Groundwater samples taken from eight (8) groundwater monitoring wells per requirements of Section I.B.9.b. shall be monitored by the permittee according to the following limitations.
- a. The discharge of the wastewater authorized in this permit shall not cause groundwater quality to exceed the limitations listed below, as measured in the designated down gradient monitoring wells (MW3, MW4, MW7 and MW8, shown on Map B). The Table below includes limitations based on the drinking water standards for NO₂ (Nitrite 00615), Total Dissolved Solids (70295), Chloride (00940), and Fecal Coliform (74055).

Parameter Code (STORET)	Parameter Description	Concentration	Monitoring Frequency	Sample Type
		Yearly Average		
00400	pH	(1)	Once every 6 months	Grab
00600	Total Nitrogen (TKN+NO ₂ +NO ₃)	(1)	Once every 6 months	Grab
00615	NO ₂ Nitrite Nitrogen	1 mg/l	Once every 6 months	Grab
00620	NO ₃ Nitrate Nitrogen	(1)	Once every 6 months	Grab
00625	TKN	(1)	Once every 6 months	Grab
00650	PO ₄ -Total Phosphate	(1)	Once every 6 months	Grab
00940	Chloride	250 mg/l	Once every 6 months	Grab
70295	Total Dissolved Solids	500 mg/l	Once every 6 months	Grab
74055	Fecal Coliform	Non-Detect	Once every 6 months	Grab

(1) Monitoring required without limitation.

(2) For any reported exceedance at the downgradient wells, if the average groundwater quality in either background upgradient wells (MWs. 1, 2, 5 and 6) or background downgradient wells exceed the groundwater discharge standards, the Department may evaluate whether a violation exists on a case by a case basis.

(3) The groundwater quality limitations are not applicable to the upgradient wells MWs 1, 2, 5 and 6 as shown on Map B.

- b. For other parameters not included in (a) above, the discharge of the treated wastewater, which is authorized in this permit, shall not cause an exceedance of the groundwater quality standards adopted by the Department of the Environment in COMAR 26.04.01, and 26.08.02.09.C. For any exceedance, if the average groundwater quality in the background upgradient wells exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case-by-case basis.

I. SPECIAL CONDITIONS

B. Absorption Trenches System Monitoring Requirements and Limitations

1. The wastewater treatment plant and the drainfield system shall be operated by a Maryland State Certified Operator in accordance with the provisions of COMAR 26.06.01 and consistent with the approved operation and maintenance manual. In order to ensure that the Operator is proficient in the operation of the drainfield system, the operator shall take required training courses, when available, at a frequency approved by the MD Board of Waterworks and Waste Systems Operator. This training shall be specific to the operation of the wastewater system in addition to any other training requirements of the operator's class.
2. The Permittee shall develop a "Manual of Operation and Maintenance". The manual shall clearly state how the entire treatment facility shall be managed to insure satisfactory treatment and operation. The manual shall include:
 - a. Operating and maintenance procedures involving the sewage treatment facility and disposal trenches.
 - b. Testing procedures to determine acceptable maximum application rates and cycles.
 - c. Monitoring and sampling procedures as required in this permit.
 - d. Personnel requirements.

The wastewater treatment plant and disposal fields shall be operated by a Maryland State Certified Operator according to an approved operation and maintenance manual. The operator shall inspect and check the treatment facility and disposal trenches weekly to determine efficiency and adequacy of the system.

3. Once every three months, the Permittee shall measure and record the water level in the observation pipes installed in the trenches to check the uniformity of effluent distribution and ongoing performance of the trenches.
4. The Permittee shall provide a minimum of one piezometer per cell of drainfield for measuring the depth of the groundwater table. The piezometer shall be located at the center of the drainfield. The piezometer shall be extended to at least eight feet below the bottom of the disposal trench.
5. A flow recording device shall be installed for measuring the daily sewage flow discharged to the drainfields.
6. The initial and reserve areas of the disposal system must be properly maintained and mowed regularly. No trees are permitted to grow on the active drain-field tracts.
7. The Permittee shall measure and record the depth of the water table in each piezometer at least once every three months. A minimum of four feet of unsaturated soil must be maintained below the bottom of the disposal trenches at all times. When it is determined that the required 4-foot treatment zone has been violated the certified operator will manage the system by shutting down violating cells or pumping and hauling the sewage until the water tables are at a level to return to normal operation of the system.

I. SPECIAL CONDITIONS

8. The water level data from the observation ports and the groundwater level data from the piezometers shall be summarized in the ON-SITE SYSTEM MONITORING FORM which can be downloaded from the Department web site:
<https://mde.maryland.gov/programs/Permits/WaterManagementPermits/Documents/www.mde.state.md.us/assets/document/permit/MDE-WMA-COM021.PDF>
The ON-SITE SYSTEM MONITORING FORM shall be available onsite or made available to the Department staff upon request.
9. The Permittee is responsible for the installation, operation and maintenance of eight (8) monitoring wells to be used for obtaining samples of groundwater. These wells are to be used for obtaining grab or pumped samples of the groundwater. Locations of the monitoring wells are shown on attached Map B. If any of the wells need to be moved, prior approval must be obtained. The Permittee must protect the monitoring wells from damage and maintain the monitoring wells so that they remain accessible.
 - a. The monitoring wells shall be installed according to the following specifications:
 - (1) Installation of the wells shall be by a licensed Maryland Well Driller in accordance with the following:
 - i. Schedule 40 P.V.C. or better quality well casing, 4-inch diameter shall be used.
 - ii. Commercial well screen or neatly slotted well casing, approved by the Department shall be used in conjunction with a gravel pack.
 - iii. The screen, or slotted casing, shall extend from the seasonally high-water table downward approximately 15 feet.
 - iv. wells shall be grouted from near the top of the screen to ground surface.
 - v. The wells shall be equipped with locking watertight removal caps.
 - (2) The well driller selected to install the observation wells shall obtain all necessary State and local well drilling permits.
 - b. The Permittee shall take and analyze one water sample every six months from each monitoring well. Samples shall be taken and analyzed for the parameters listed below.
 - (1) Water samples may be obtained by either pumping or bailing the monitoring wells. Prior to taking the sample, a volume of water equal to 300% of the wetted volume of the casing and screen shall be removed.
 - (2) The water sample shall be analyzed for the parameters shown in Section I.A.4.a.

II. GENERAL CONDITIONS

A. Measurements and Reporting Requirements

1. Discharge Monitoring Reports (DMRs)

Monitoring results obtained during each calendar month shall be summarized and submitted electronically using NetDMR. Results shall be submitted to the Department via NetDMR no later than the 28th of the month following the end of the reporting month.

2. Monthly Operating Reports (MORs)

The permittee shall submit monthly operating reports (MORs) on a form supplied or approved by the Inspection and Compliance Program. For each calendar month, the permittee shall submit to the Department a signed original of the MOR as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the Discharge Monitoring Report submission postmarked no later than 28th day of the month following the reporting month.

3. Groundwater Monitoring Report (GMR)

Groundwater monitoring data required by this permit under Special Condition I.A.4.a shall be summarized on a discharge monitoring report form supplied by the Compliance Program. The yearly report shall be submitted on or before the 28th day of the month following the end of each calendar year as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the December Discharge Monitoring Report submission. The permittee shall report any violations of the groundwater quality standards in accordance with General Condition II.B.3 included in this permit.

4. Definitions

- a. The monthly average shall be determined by the summation of all the required measurements divided by the number of days during the month when the measurements were made. The only exception is flow rate which shall be divided by the total number of days of each month. The yearly average flow shall be the summation of monthly average flows divided by 12.
- b. A grab sample is an individual sample collected in less than 15 minutes. A composite sample means a combination of individual samples obtained at hourly or smaller intervals over an 8-hour period.
- c. The accumulated nitrogen load per year is the sum of the monthly nitrogen loads within the year. The monthly nitrogen load is the product of the monthly average nitrogen concentration measured in the effluent and the monthly average wastewater flow with appropriate conversion factors.

5. Analysis Methods

The methods used for analyzing the water sample shall conform to the test procedures specified in "Standard Methods for the Examination of Water and Wastewater" by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, latest edition, or as identified in "Guidelines Establishing Test Procedures for the Analysis of Pollutants"

II. GENERAL CONDITIONS

(40 CFR 136), and published in the Federal Register, Volume 51, No. 125, Monday, June 30, 1986 or as amended.

6. Monitoring Equipment Maintenance

The Permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation to ensure accuracy of measurements.

7. Data Recording Requirements

For each measurement or sample taken pursuant to the requirements of this permit, the Permittee shall record the following information:

- a. the exact place, date, and time of sampling;
- b. the person(s) who performed the sampling or measurement;
- c. the dates the analyses were performed;
- d. the person(s) who performed the analyses;
- e. the analytical techniques or methods used; and
- f. the results of all required analyses.

8. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation, and original recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years. This period may be extended during the course of litigation, or when so requested by the Department.

B. Management Requirements

1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of a pollutant not identified in this permit or in the application submitted for this permit, including any formally submitted application revisions that are not authorized, applied for or specifically identified in this permit, shall constitute a violation of the terms and conditions of this permit. Any anticipated facility expansion, production increases, or process modifications which will result in new, different, or increased discharge of pollutants shall be reported by the Permittee by submission of a new application at least 180 days prior to the commencement of the changed discharge or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Department. Following such notice, the permit may be modified by the Department to specify and limit any pollutants not previously limited.

2. Operational Restrictions

The operation of a waste treatment or disposal facility shall at no time create: (1) a direct discharge to surface waters of the State; (2) any standing or ponded water condition on adjacent properties; or

II. GENERAL CONDITIONS

(3) a persistent standing or ponded water condition on the Permittee's property, excluding actual storage lagoons.

3. Noncompliance Notification

- a. If, for any reason, the Permittee does not comply with or will be unable to comply with the special and general conditions of this permit, the Permittee shall immediately notify the Department by telephone at (410) 537-3510 during work hours and at (866) 633-4686 during evenings, weekends and holidays and provide the Department with the following information in writing within five days of such notification:
 - i. a description of the noncompliance, including its impact upon the receiving ground or surface waters;
 - ii. cause of noncompliance;
 - iii. anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance;
 - iv. steps taken by the Permittee to reduce and eliminate the noncompliance discharge;
 - v. steps to be taken by the Permittee to prevent recurrence of the condition of noncompliance; and
 - vi. a description of the accelerated or additional monitoring by the Permittee to determine the nature and impact of the noncompliance.
- b. In the case of any discharge subject to any toxic pollutant effluent standard under Section 307 (a) of the Clean Water Act of 1987, the Department shall be notified within 24 hours of the time the Permittee becomes aware of the noncomplying discharge. Notification shall include information as described in paragraph 3.a. above. If such notification is made orally, a written submission must follow within five days of the time the Permittee becomes aware of the noncomplying discharge.

4. Facility Operation and Quality Control

All waste collection, control, treatment, monitoring, and disposal facilities shall be maintained in good working order and operated at all times as efficiently as possible and in a manner which will minimize upsets and discharges of excessive pollutants.

5. Adverse Impact

The Permittee shall take all reasonable steps to minimize any adverse impact to the ground water quality resulting from noncompliance with any limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

6. Removed Substances

II. GENERAL CONDITIONS

The Permittee shall comply with all existing State and federal laws and regulations that apply to sewage sludge monitoring requirements and utilization practices, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. The Permittee is responsible for ensuring that its sewage sludge is utilized in accordance with a valid sewage sludge utilization permit issued by the Department.

C. Responsibility

1. Right of Entry

The Permittee shall allow the Secretary of the Department, or authorized representatives, upon the presentation of credentials:

- a. to enter upon the Permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit;
- b. to have access to and to copy, at reasonable times, any records required to be kept under the terms and conditions of this permit;
- c. to inspect, at reasonable times, any monitoring equipment or monitoring method required in this permit;
- d. to sample at reasonable times any discharge of pollutants;
- e. to inspect, at reasonable times, any collection, treatment, pollution management or discharge facilities required under this permit; or
- f. to drill and install observation wells for the purposes of obtaining samples of ground water.

2. Property Rights/Compliance with Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, State or local laws or regulations.

3. Availability of Reports

Except for data determined to be confidential under COMAR 26.08.04.01.F, all reports, plans, maps, or other specifications submitted for review shall be available for public inspection at the Department.

4. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and reissuance of the permit to change the name of the Permittee and may incorporate other requirements as may be necessary. The written notice to the Department shall include at least the following information:

- a. the legal name, address and telephone number of the new owner or operator;

II. GENERAL CONDITIONS

- b. a statement, signed by the new owner or operator, indicating that the new owner or operator has read, understands and accepts the terms and conditions of the existing permit; and
- c. the date that the new owner or operator took control or expects to take control of the facility. In the event that new ownership or control is expected in the future, the current Permittee and the anticipated new owner or operator both must sign the written notice to the Department.

5. Reapplication for a Permit

At least 180 days before the expiration date of this permit, unless permission for a later date has been granted by the Department, the Permittee shall submit an application for renewal of the permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and sufficient reapplication has been submitted and the Department is unable, through no fault of the Permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit are automatically continued and remain fully effective and enforceable.

6. Permit Modification

A permit may be modified by the Department upon the written request of the permittee and after notice and opportunity for a public hearing in accordance with the provisions set forth in COMAR 26.08.04.10.

7. Permit Modification, Suspension, or Revocation

A permit may be modified, suspended, or revoked by the Department in the event of a violation of the terms or conditions of the permit, or federal or State laws and regulations and in accordance with the procedures set forth in COMAR 26.08.04.10. This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of, any federal, state, or local approval necessary to conduct the activities authorized by this permit.

8. Permit Expiration

This permit and the authorization to discharge shall expire at midnight on the expiration date of the permit unless the permittee has submitted a timely and complete reapplication pursuant to Section II.C.5.

9. Civil and Criminal Liability

Environment Article, Sections 9-342 and 9-343 provide that any person who violates a permit condition implementing Environment Article, Section 9-322 et seq. is subject to a civil penalty in an amount not to exceed \$ 10,000 per day for such violation; and to criminal penalties of a \$25,000 fine or imprisonment not exceeding one year or both for a first offense, and a \$50,000 fine or imprisonment not exceeding two years or both for subsequent offense.

10. Waterway Construction and Obstruction

This permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of the State including the 100-year flood plain.

II. GENERAL CONDITIONS

11. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

12. Nuisance and Odor Restrictions

The facility shall be operated at all times to prevent offensive odors from escaping the facility boundaries and to prevent the facility from becoming a public nuisance. In the event that prolonged or excessive odors are noted outside of the established field buffer zones, the Permittee shall take actions necessary to remedy the problem.

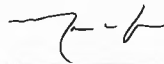
13. Action on Violations

The issuance or reissuance of this permit does not constitute a decision by the State not to proceed in any administrative, civil or criminal action for any violations of State law or regulations occurring prior to the issuance or reissuance of this permit, nor a waiver of the State's right to do so.

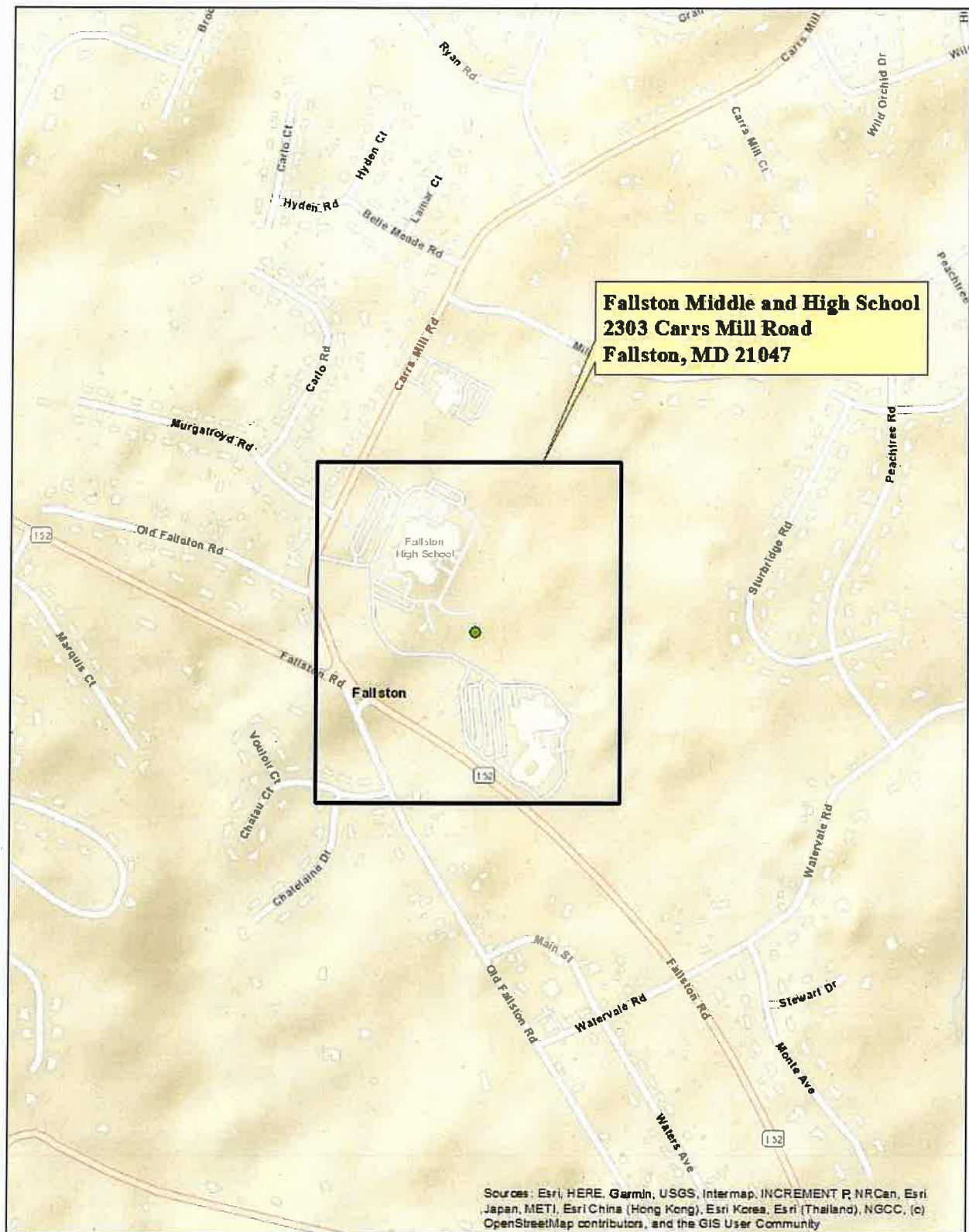
14. Underground Injection Control Permit

On April 12, 1984, the Administrator of the U.S. Environmental Protection Agency approved the proposal submitted by the State of Maryland for the operation of the Underground Injection Control Program pursuant to Section 1422 of the Safe Drinking Water Act.

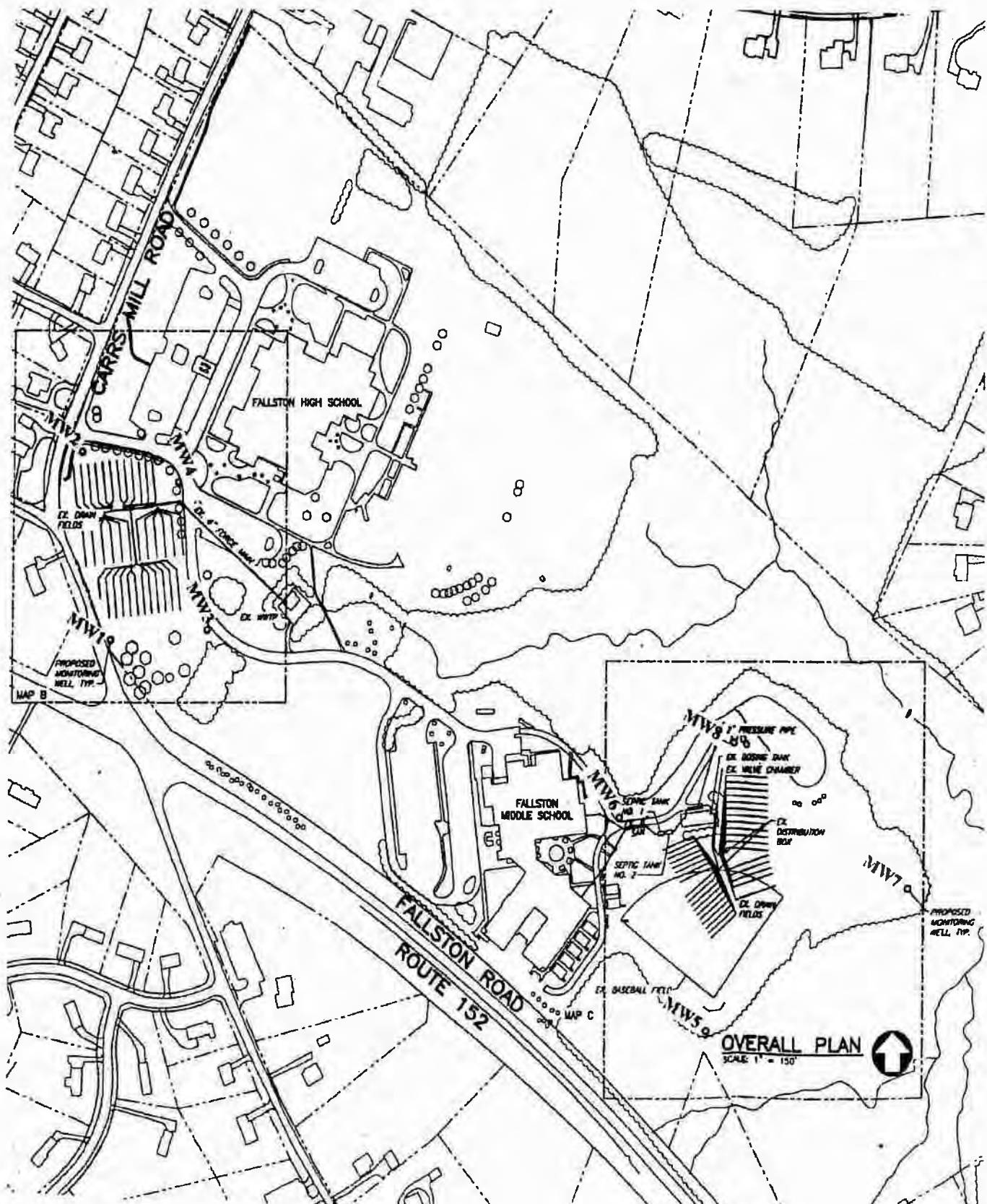
Pursuant to the aforementioned approval, this permit is both a State of Maryland Discharge Permit and an Underground Injection Control Permit.



D. Lee Currey, Director
Water and Science Administration



Map A. Site Location



Map B. Locations of Monitoring Wells and Subsurface Absorption Systems

**Department of The Environment
Groundwater Discharge Permit
Summary Report and Fact Sheet**

Municipal Groundwater Discharge Permit

State Application No.: 23-DP-3663

Project Type: Absorption Trench System with Advanced Pretreatment

Facility Name: Fallston High School and Middle School

Facility Location: 2303 Carrs Mill Road, Fallston, MD 21047

County: Harford

Contact (name, title): Patti Jo Beard,
Director of Facilities Management
Harford County Public Schools

Phone: 410-683-4088

Applicant is engaged in: Public Education

Legal Name of Applicant: Harford County Public Schools

Mailing Address: 102 South Hickory Avenue
Bel Air, Maryland 21014

Basin Code: 02-13-0703

Receiving Water Name(class): Groundwater Type I Aquifer, Port Deposit Formation.

MD Coordinates: **East:** 965,00 **North:** 615,000

MDE Final Environmental Justice Score: 21.11% which indicates that the facility is not located in a disadvantaged or overburdened community.

Wastewater Characteristics

Designed Average Flow: 28,000 gpd * **Designed Peak Flow:** 43,912 gpd

* Average flow and maximum daily flows for this site do not correspond directly to traditional per capita calculations but are based on flow data analyzed for each of the two schools in 1997 and 2000 respectively.

Proposed Discharge Period: Year round

<u>Parameter</u>	<u>Concentration</u>	
	Raw Concentration *	Treated
BOD5	80 - 190 mg/l	30 mg/l
T.S.S.	48 - 92 mg/l	30 mg/l
Total Nitrogen	63 - 110 mg/l	10 mg/l

*Characteristics of raw wastewater represent the range of values reported by the applicant from 3 similar Harford County schools in November 2007.

Pretreatment Flow Diagram

Septic Tank Effluent ---> Membrane Bioreactor ---> Pump Chamber ---> Absorption Trenches

3 treatment cells, each cell with minimum capacity for 50% of design flow for 150% total initial installation and 150% repair area.

Groundwater System

Aquifer Name: Groundwater Type I, Port Deposit Formation

The Port Deposit formation is an important water bearing formation as domestic water supplies are readily obtainable.

Other Properties:

The site is underlain by the soils and rock of the Port Deposit Gneiss rock formation. This formation is described by the Maryland geologic Survey as: "strongly sheared schistose rocks containing secondary muscovite, recrystallized sodic plagioclase, and epidote along with chlorite

or biotite and quartz.” Soils in this formation are typically described as silty and sandy micaceous soils.

Projected Impact:

The impact on groundwater from the discharge of pretreated septic tank effluent at this site should be negligible. The groundwater discharge permit will limit Nitrogen concentrations in the treatment plant's effluent to less than 10 mg/l total nitrogen because the project occurs in a designated Source Water Protection Area, and is in the drainage basin of Winter's Run, a drinking water source for the Town of Bel Air and other local communities.

The remaining constituents of concern in the wastewater (e.g. pathogenic bacteria, phosphorous) will be adequately treated in the 4-foot unsaturated soil treatment zone that is maintained between the bottom of the absorption trenches and the groundwater. Groundwater mounding studies indicate a greater than 4-foot zone will be maintained as an unsaturated soil treatment zone after groundwater elevation increases due to wastewater loading.

Present Use:

The Port Deposit Formation is used for domestic and agricultural water sources in Harford County. Locally, the groundwater recharges to Winters Run, tributary to the Chesapeake Bay.

Summary of Wastewater Facility

The applicant has applied for a permit to discharge advanced pretreated septic tank effluent to drain-fields and subsequently to groundwater of the State. Information regarding the sewerage facility is summarized as follows:

Sewage effluent from the school building is collected by building sewer and transported to a nutrient reducing treatment plant, then flows to a pump station where it is dosed to the subsurface absorption trenches. Three drain-fields cells are required comprising an adequate disposal area for 150% of the sewage flow. Reserve area is also designated for a replacement system adequate to handle 150% of the sewage flow. All proposed systems shall remain at least 4 feet above the seasonal water table. Total Nitrogen in sewage effluent from the treatment plant is required to meet 10 mg/l as a measure to mitigate impacts to local ground and surface drinking water sources and the Chesapeake Bay and local streams.

Rationale For Permit Conditions

23-DP-3663

1. Special Condition I.B.2. Added the development of the “Manual of Operation and Maintenance” to Special Condition I.B.
2. Special Condition I.B.8. Added a requirement for the water level data from the observation ports and groundwater level data from piezometers be summarized on the ON-SITE SYSTEM MONITORING FORM and provided the web address for the form.

3. General Condition II.A. Added all reporting requirements including the groundwater report, DMR and the monthly operating reports to General Conditions (II.A).

15-DP-3663

4. Delete the 18-months effluent quality compliance schedule (Section I.A.3) The Permittee already meet the effluent quality limitation prior to the 18 months deadline which was 3/1/2012.
5. Change the TN and nitrate limitation in groundwater from 10 mg/l to monitoring without limit (I.A.4.a). The effluent quality limitation of TN is 10 mg/l. There is no need to require TN or nitrate <10 mg/l in groundwater.
6. Add NetDMR submission (I.B.1.). This is for consistency with the NetDMR reporting requirement of NPDES
7. Update the operator qualification requirements (I.C.1). Adding the training course requirements by the Board of Maryland Waterworks and Wastewater system.

Transport and vegetation nitrogen uptake assumptions for determining the yearly nitrogen load transported to surface water from the Fallston High and Middle School On-site System

To Calculate and report the monthly total nitrogen (TN) load to the surface water use the following procedures:

- (a) Determine the monthly nitrogen load (N_g , lb/month) to groundwater by multiplying the monthly accumulated discharge volume (V , million gallons per month) to the monthly average nitrogen concentration (C , mg/l) measured in the WWTP effluent with a conversion factor of 8.34 for converting mg/l to lb/million gallons .

$$N_g = V \times C \times 8.34$$

- (b) Determine the monthly nitrogen load (N_s) to surface water by multiplying result from (a) to a delivery factor of 30% since the disposal drainfields is more than 1000 ft away from the Elbow Brook.

$$N_s = N_g \times 30\%$$

- (c) The yearly accumulated load to surface water in a calendar year is the sum of the nitrogen load (N_s) from each of the 12 months determined in item (b) above .

Discharge Monitoring Data

Month	Flow (gpd)	BOD5 (mg/l)	Total N (mg/l)	TSS (mg/l)
January 2022	4892	ND	3.6	12
February 2022	6631	ND	9.7	ND
March 2022	6423	ND	3.7	8
April 2022	4886	ND	2.5	23
May 2022	8517	3.4	12.2*	7
June 2022	4162	ND	4.3	8
July 2022	1726	1.2	0.55	1
August 2022	2591	ND	11*	ND
September 2022	6698	ND	7.2	ND
October 2022	9470	ND	9.5	ND
November 2022	8107	ND	4.9	ND
December 2022	6506	ND	3.1	ND
Discharge Limit (Monthly average)	28000	30	10	30

	In Compliance with Permit Effluent Limits
	Non-Compliance with Permit Effluent Limits
	Permit Requirement

* Both exceedances were caused by mechanical failures. In May 2022, the blower shutdown and needed to be reconfigured due to high temperature spikes and the supplemental carbon pump was replaced. In August 2022, the bioreactor airflow control valve was out of service and was replaced.

Although total nitrogen exceeds the effluent limit, nitrogen concentrations in downgradient wells remain lower than the background concentrations found in upgradient wells.

Groundwater Quality Data (2022)

Well No.	pH	Nitrite (mg/l)	Nitrate (mg/l)	TKN (mg/l)	Chlorides (mg/l)	TDS (mg/l)
MW1 (Upgradient)	6.13	ND	4.5	ND	5.8	146
MW2 (Upgradient)	5.75	ND	2.4	ND	273	483
MW3 (Downgradient)	6.45	ND	2.8	ND	124	118
MW4 (Downgradient)	5.42	ND	2.5	ND	281	491
MW5 (Upgradient)	6.82	ND	ND	ND	39	222
MW6 (Upgradient)	6.75	ND	0.5	1	41	200
MW7 (Downgradient)	6.9	ND	0.4	ND	12	102
MW8 (Downgradient)	6.79	ND	0.8	0.8	23	123
Water Quality Limit	N/A	1	10	N/A	250	500

	Meet the water Quality Standard
	In Violation of Water Quality Standard
	Water Quality Standard



Maryland
Department of
the Environment

Wes Moore, Governor
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

05/06/2024

Patti Jo Beard
Director of Facilities Management
Harford County Public Schools
102 South Hickory Avenue
Bel Air, MD 21014

Re: Discharge Permit 23-DP-3285, Harford Technical High School, 200 Thomas Run Road, Bel Air, MD 21015

Dear Ms. Beard:

Enclosed is the above referenced discharge permit with the effective date indicated on the cover page. The permittee is responsible for complying with all permit conditions. Therefore, you are advised to read the permit carefully and to become thoroughly familiar with the requirements in order to maintain compliance with the permit.

Your facility has been approved by MDE to electronically submit Discharge Monitoring Reports (DMRs) through NetDMR. Therefore, you are required to submit monthly DMRs by the 28th of the following month and all other documents as listed in the discharge permit electronically through NetDMR. Should you encounter problems in electronic submission for any month, please consult MDE's Compliance Program by calling (410) 537-3510 to avoid missing the deadline for submission of the above stated documents.

The most current version of 40 CFR Part 136 can be found on the US Government Publishing Office website (http://bit.ly/40CFR_Part136, this link is case-sensitive) regularly to obtain updated guidelines. Unless otherwise specified, the most updated guidelines in 40 CFR Part 136 are required to be used for the analyses of pollutants specified in this permit.

If you have any questions, please do not hesitate to call Tracy Rocca-Weikart, Groundwater Permits Division, at (410) 537-3659.

Sincerely,

D. Lee Currey, Director
Water and Science Administration

Enclosures

cc: John Resline, Acting Director, Harford County Health Department
Compliance, Central Division

RECEIVED

MAY 22 2024

FACILITIES



STATE GROUNDWATER DISCHARGE PERMIT

STATE DISCHARGE PERMIT NUMBER	23-DP-3285
UIC NUMBER	UIC0255W0004
NPDES ID NUMBER	MD3285M05
EFFECTIVE DATE	June 1, 2024
EXPIRATION DATE	May 30, 2029

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, the Department of the Environment, hereinafter referred to as "the Department", hereby authorizes:

Harford County Public Schools
102 South Hickory Avenue
Bel Air, MD 21014

hereinafter referred to as "Permittee", to discharge treated wastewater by absorption trenches as described herein, from:

Harford Technical High School Wastewater Treatment Plant
200 Thomas Run Road
Bel Air, MD 21015

to groundwaters of the State in accordance with the following special and general conditions, including the attached maps made a part hereof.

I. SPECIAL CONDITIONSA. Waste and Wastewater Limitations

1. The Permittee is authorized to discharge treated wastewater from Harford Technical High School, John Archer School and Prospect Mill Elementary School via absorption trenches to groundwaters of the State at the site shown on Maps A and B. The Permittee is not authorized to discharge any treated or untreated industrial wastewaters to waters of the State.
2. Accumulative flows to the absorption trenches shall be limited to 21,480 gallons per day average and 42,960 gallons per day maximum.
3. Prior to discharge to absorption trenches, wastewater shall be treated to produce an effluent which does not exceed the following maximum limitations:

Parameter Code (STORET)	Parameter Description	Effluent Limitations		Concentration	Monitoring Frequency	Sample Type
		Loading				
		Yearly Maximum	Monthly Average	Monthly Average		
00310	BOD ₅	N/A	N/A	30 mg/l	Weekly	Grab ⁽²⁾
00530	Suspended Solids	N/A	N/A	30 mg/l	Weekly	Grab ⁽²⁾
50050	Flow ⁽³⁾	N/A	21,840 gpd	N/A	Continuous	Measured
00600	Total Nitrogen ⁽¹⁾	N/A	N/A	10 mg/l	Weekly	Grab ⁽²⁾
00625	TKN	N/A	N/A	Report Value	Weekly	Grab ⁽²⁾
00630	Nitrate + Nitrite (N+N)	N/A	N/A	Report Value	Weekly	Grab ⁽²⁾

- (1) This limit is established for monitoring the nitrogen load from this facility including Harford Technical School, John Archer School and the Prospect Mill Elementary School wastewater system to groundwater. Any future expansion will be required to achieve the 665 lb yearly nitrogen loading requirement. The limit is an annual cumulative maximum for each calendar year based on 21,840 gpd average daily flow and 10 mg/l effluent nitrogen concentration. The cumulative total for the calendar year shall be reported monthly. Limitation is an annual maximum. Total nitrogen is defined as the sum of ammonia nitrogen, organic nitrogen, nitrite, and nitrate. The concentration of each constituent shall also be reported. An accurate flow monitoring is necessary for the nitrogen loading rate determination.
- (2) Grab samples shall be obtained from the effluent line prior to discharge to the absorption trenches.

I. SPECIAL CONDITIONS

4. Groundwater samples taken from seven (7) groundwater monitoring wells per requirements of Section I.D.3. shall be monitored by the permittee according to the following limitations.
 - a. The discharge of the wastewater authorized in this permit shall not cause groundwater quality to exceed the limitations listed below, as measured in the designated down gradient monitoring wells (MW2, MW4, MW6 and MW7 shown on Map B). The Table below includes limitations based on the drinking water standards for Nitrite (00615), Total Dissolved Solids (70295), Chloride (00940), and Fecal Coliform (74055).

Parameter Code (STORET)	Parameter Description	Concentration	Monitoring Frequency	Sample Type
		Yearly Average		
00400	pH	(1)	Once every 6 months	Grab
00600	Total Nitrogen (TKN+NO ₂ +NO ₃)	(1)	Once every 6 months	Grab
00615	NO ₂ Nitrite Nitrogen	1 mg/l	Once every 6 months	Grab
00620	NO ₃ Nitrate Nitrogen	(1)	Once every 6 months	Grab
00625	TKN	(1)	Once every 6 months	Grab
04175	Total Orthophosphate	(1)	Once every 6 months	Grab
00940	Chloride	250 mg/l	Once every 6 months	Grab
70295	Total Dissolved Solids	500 mg/l	Once every 6 months	Grab
74055	Fecal Coliform	Non-Detect	Once every 6 months	Grab

- (1) Monitoring required without limitation.
 - (2) For any reported exceedance of the groundwater quality limitation at the down gradient monitoring wells, if the average groundwater quality in the background upgradient well (MWs 1, 3 and 5) exceeds the groundwater quality limitations, the Department may evaluate whether a violation exists on a case by case basis.
 - (3) The groundwater quality limitations are not applicable to the upgradient well (MWs 1, 3 and 5) as shown on Map B.
- b. For other parameters not included in (a) above, the discharge of the treated wastewater, which is authorized in this permit, shall not cause an exceedance of the groundwater quality standards adopted by the Department of the Environment in COMAR 26.04.01, and 26.08.02.09.C. For any exceedance, if the average groundwater quality in the background upgradient wells exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case by case basis.

B. Absorption Trenches System Monitoring Requirements and Limitations

1. The wastewater treatment plant and the drainfield system shall be operated by a Maryland State Certified Operator in accordance with the provisions of COMAR 26.06.01 and consistent with the approved operation and maintenance manual. In order to ensure that the Operator is proficient in the operation of the drainfield dispersal system, the operator shall take required training courses, when available, at a frequency approved by the Maryland Board of Waterworks and Waste Systems Operators. This training shall be specific to the operation of the wastewater system in addition to any other training requirements of the operator's class.

I. SPECIAL CONDITIONS

2. The Permittee shall provide a minimum of one inspection port per disposal trench. All ports shall be extended to the bottom of the trench.
3. Once every three months, the Permittee shall measure and record the water level in the observation port installed in the trench to check the uniformity of effluent distribution and ongoing performance of the trenches.
4. The initial and reserve areas of the disposal systems must be properly maintained and mowed regularly. No trees are permitted to grow on the tracts.

C. Operations and Maintenance Manual

1. An operations and maintenance manual shall be submitted to the Department for approval no later than three (3) months after the issuance date of this permit.
2. The Permittee shall develop a "Manual of Operation and Maintenance." The manual shall clearly state how the entire treatment facility shall be managed to ensure satisfactory treatment and operation. The manual shall include the following:
 - a. Procedure covering the operation and maintenance of the sewage treatment facility and disposal trenches.
 - b. The operator shall inspect and check the treatment facility and disposal trenches weekly to determine efficiency and adequacy of the system.
 - c. Testing procedures to determine acceptable maximum application rates and cycles.
 - d. Monitoring and sampling procedures as required in this permit.
 - e. Description of minimum staff levels and the minimum credentials required for each staff member. Credentialing standards shall include both minimums to work at the facility and continuing education requirements for each position. Any training elements that will be handled in-house must be described in the manual.
3. The manual shall be reviewed once per year, no later than the anniversary of the effective date on this permit. The purpose of the review is to make sure the manual is still up to date with current operating procedures. The revision version number and its effective date shall be printed on the cover page of the manual. The manual shall contain a log describing the changes that occurred with each annual, and any intermittent, reviews. This log may be included at the end of the manual as an appendix.

D. Maintenance and Operation of Monitoring Wells

1. The Permittee is responsible for the operation and maintenance of seven (7) monitoring wells to be used for obtaining samples of groundwater. These wells are to be used for obtaining grab or pumped samples of the groundwater. Locations of the monitoring wells are shown on attached Map B. If any of the wells need to be moved, prior approval must be obtained. The Permittee must protect the monitoring wells from damage and maintain the monitoring wells so that they

I. SPECIAL CONDITIONS

remain accessible.

2. The Permittee must protect all monitoring wells from damage and ensure that each monitoring well remains accessible. If any monitoring well needs to be relocated, prior approval must be obtained from the department.
3. The Permittee shall take and analyze one water sample every six months from each monitoring well.
 - a. Water samples may be obtained by either pumping or bailing the monitoring wells. Prior to taking the sample, a volume of water equal to 300% of the wetted volume of the casing and screen shall be removed.
 - b. Each water sample shall be analyzed for the parameters included in the special condition I.A.4.

II. GENERAL CONDITIONS

A. Measurements and Reporting Requirements

1. Discharge Monitoring Reports (DMRs)

Monitoring results obtained during each calendar month shall be summarized and submitted electronically using NetDMR. Results shall be submitted to the Department via NetDMR no later than the 28th of the month following the end of the reporting month.

2. Monthly Operating Reports (MORs)

The permittee shall submit monthly operating reports (MORs) on a form supplied or approved by the Inspection and Compliance Program. For each calendar month, the permittee shall submit to the Department a signed original of the MOR as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the Discharge Monitoring Report submission postmarked no later than 28th day of the month following the reporting month.

3. Groundwater Monitoring Report (GMR)

Groundwater monitoring data required by this permit under Special Condition I.A.4.a and I.D.3 shall be summarized on a discharge monitoring report form supplied by the Compliance Program. The yearly report shall be submitted on or before the 28th day of the month following the end of each calendar year as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the December Discharge Monitoring Report submission. The permittee shall report any violations of the groundwater quality standards in accordance with General Condition II.B.3 included in this permit.

4. Definitions

- a. The monthly average shall be determined by the summation of all the required measurements divided by the number of days during the month when the measurements were made. The only exception is flow rate which shall be divided by the total number of days of each month. The yearly average flow shall be the summation of monthly average flows divided by 12.
- b. A grab sample is an individual sample collected in less than 15 minutes. A composite sample means a combination of individual samples obtained at hourly or smaller intervals over an 8-hour period.
- c. The accumulated nitrogen load per year is the sum of the monthly nitrogen loads within the year. The monthly nitrogen load is the product of the monthly average nitrogen concentration measured in the effluent and the monthly average wastewater flow with appropriate conversion factors.
- d. A composite sample is a combination of individual samples obtained, at least, on an hourly basis over the specific time period. Either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.

II. GENERAL CONDITIONS

- e. The accumulated nitrogen load per year is the sum of the monthly nitrogen loads within the year. The monthly nitrogen load is the product of the monthly average nitrogen concentration measured in the effluent and the monthly average wastewater flow with appropriate conversion factors.

5. Analysis Methods

The methods used for analyzing the water sample shall conform to the test procedures specified in "Standard Methods for the Examination of Water and Wastewater" by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, latest edition, or as identified in "Guidelines Establishing Test Procedures for the Analysis of Pollutants" (40 CFR 136), and published in the Federal Register, Volume 51, No. 125, Monday, June 30, 1986 or as amended.

6. Monitoring Equipment Maintenance

The Permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation to ensure accuracy of measurements.

7. Data Recording Requirements

For each measurement or sample taken pursuant to the requirements of this permit, the Permittee shall record the following information:

- a. the exact place, date, and time of sampling;
- b. the person(s) who performed the sampling or measurement;
- c. the dates the analyses were performed;
- d. the person(s) who performed the analyses;
- e. the analytical techniques or methods used; and
- f. the results of all required analyses.

8. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation, and original recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years. This period may be extended during the course of litigation, or when so requested by the Department.

II. GENERAL CONDITIONS

B. Management Requirements

1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of a pollutant not identified in this permit or in the application submitted for this permit, including any formally submitted application revisions that are not authorized, applied for or specifically identified in this permit, shall constitute a violation of the terms and conditions of this permit. Any anticipated facility expansion, production increases, or process modifications which will result in new, different, or increased discharge of pollutants shall be reported by the Permittee by submission of a new application at least 180 days prior to the commencement of the changed discharge or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Department. Following such notice, the permit may be modified by the Department to specify and limit any pollutants not previously limited.

2. Operational Restrictions

The operation of a waste treatment or disposal facility shall at no time create: (1) a direct discharge to surface waters of the State; (2) any standing or ponded water condition on adjacent properties; or (3) a persistent standing or ponded water condition on the Permittee's property, excluding actual storage lagoons.

3. Noncompliance Notification

- a. If, for any reason, the Permittee does not comply with or will be unable to comply with the special and general conditions of this permit, the Permittee shall immediately notify the Department by telephone at (410) 537-3510 during work hours and at (866) 633-4686 during evenings, weekends and holidays and provide the Department with the following information in writing within five days of such notification:
 - i. a description of the noncompliance, including its impact upon the receiving ground or surface waters;
 - ii. cause of noncompliance;
 - iii. anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance;
 - iv. steps taken by the Permittee to reduce and eliminate the noncompliance discharge;
 - v. steps to be taken by the Permittee to prevent recurrence of the condition of noncompliance; and
 - vi. a description of the accelerated or additional monitoring by the Permittee to determine the nature and impact of the noncompliance.
- b. In the case of any discharge subject to any toxic pollutant effluent standard under Section 307 (a) of the Clean Water Act of 1987, the Department shall be notified within 24 hours of the time the Permittee becomes aware of the non complying discharge. Notification shall include

II. GENERAL CONDITIONS

information as described in paragraph 3.a. above. If such notification is made orally, a written submission must follow within five days of the time the Permittee becomes aware of the non complying discharge.

4. Facility Operation and Quality Control

All waste collection, control, treatment, monitoring, and disposal facilities shall be maintained in good working order and operated at all times as efficiently as possible and in a manner which will minimize upsets and discharges of excessive pollutants.

5. Adverse Impact

The Permittee shall take all reasonable steps to minimize any adverse impact to the ground water quality resulting from noncompliance with any limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

6. Removed Substances

The Permittee shall comply with all existing State and federal laws and regulations that apply to sewage sludge monitoring requirements and utilization practices, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. The Permittee is responsible for ensuring that its sewage sludge is utilized in accordance with a valid sewage sludge utilization permit issued by the Department.

7. Bypassing

Any bypass of treatment facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited unless:

- a. The bypass is unavoidable to prevent loss of life, personal injury or substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources and
- b. There are not feasible alternatives; and
- c. The Department is notified within 24 hours (if orally notified, then followed by a written submission within five days of the Permittee becoming aware of the bypass). Where the need for a bypass is known (or should have been known) in advance, this notification shall be submitted to the Department for approval at least ten days before the date of bypass.
- d. The bypass is allowed under conditions determined by the Department to be necessary to minimize adverse effect; and
- e. There is an existing flow of any such diversion of bypass, then a schedule for the elimination of such shall be included in a schedule of compliance.

II. GENERAL CONDITIONS

C. Responsibility

1. Right of Entry

The Permittee shall allow the Secretary of the Department, or authorized representatives, upon the presentation of credentials:

- a. to enter upon the Permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit;
- b. to have access to and to copy, at reasonable times, any records required to be kept under the terms and conditions of this permit;
- c. to inspect, at reasonable times, any monitoring equipment or monitoring method required in this permit;
- d. to sample at reasonable times any discharge of pollutants;
- e. to inspect, at reasonable times, any collection, treatment, pollution management or discharge facilities required under this permit; or
- f. to drill and install observation wells for the purpose of obtaining samples of groundwater.

2. Property Rights/Compliance with Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, State or local laws or regulations.

3. Availability of Reports

Except for data determined to be confidential under COMAR 26.08.04.01.E, all reports, plans, maps, or other specifications submitted for review shall be available for public inspection at the Department.

4. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and re-issuance of the permit to change the name of the Permittee and may incorporate other requirements as may be necessary. The written notice to the Department shall include at least the following information:

- a. the legal name, address, and telephone number of the new owner or operator.
- b. a statement, signed by the new owner or operator, indicating that the new owner or operator has read, understands, and accepts the terms and conditions of the existing permit; and

II. GENERAL CONDITIONS

- c. the date that the new owner or operator took control or expects to take control of the facility. In the event that new ownership or control is expected in the future, the current Permittee and the anticipated new owner or operator both must sign the written notice to the Department.

5. Reapplication for a Permit

At least 180 days before the expiration date of this permit, unless permission for a later date has been granted by the Department, the Permittee shall submit an application for renewal of the permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and sufficient reapplication has been submitted and the Department is unable, through no fault of the Permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit are automatically continued, and remain fully effective and enforceable.

6. Permit Modification

A permit may be modified by the Department upon the written request of the permittee and after notice and opportunity for a public hearing in accordance with the provisions set forth in COMAR 26.08.04.10.

7. Permit Modification, Suspension, or Revocation

A permit may be modified, suspended, or revoked by the Department in the event of a violation of the terms or conditions of the permit, or federal or State laws and regulations and in accordance with the procedures set forth in COMAR 26.08.04.10. This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of, any federal, state, or local approval necessary to conduct the activities authorized by this permit.

8. Permit Expiration

This permit and the authorization to discharge shall expire at midnight on the expiration date of the permit unless the permittee has submitted a timely and complete reapplication pursuant to Section II.C.5.

9. Civil and Criminal Liability

Environment Article, Sections 9-342 and 9-343 provide that any person who violates a permit condition implementing Environment Article, Section 9-322 et seq. is subject to a civil penalty in an amount not to exceed \$ 10,000 per day for such violation; and to criminal penalties of a \$25,000 fine or imprisonment not exceeding one year or both for a first offense, and a \$50,000 fine or imprisonment not exceeding two years or both for subsequent offense.

10. Waterway Construction and Obstruction

This permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of the State including the 100-year flood plain.

II. GENERAL CONDITIONS

11. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

12. Nuisance and Odor Restrictions

The facility shall be operated at all times to prevent offensive odors from escaping the facility boundaries and to prevent the facility from becoming a public nuisance. In the event that prolonged or excessive odors are noted outside of the established field buffer zones, the Permittee shall take actions necessary to remedy the problem.

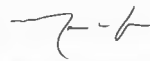
13. Action on Violations

The issuance or re-issuance of this permit does not constitute a decision by the State not to proceed in any administrative, civil, or criminal action for any violations of State law or regulations occurring prior to the issuance or re-issuance of this permit, nor a waiver of the State's right to do so.

14. Underground Injection Control Permit

On April 12, 1984, the Administrator of the U.S. Environmental Protection Agency approved the proposal submitted by the State of Maryland for the operation of the Underground Injection Control Program pursuant to Section 1422 of the Safe Drinking Water Act.

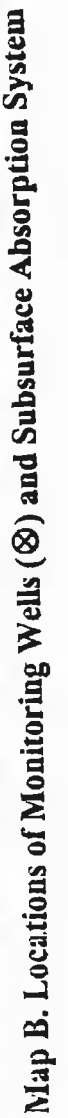
Pursuant to the aforementioned approval, this permit is both a State of Maryland Discharge Permit and an Underground Injection Control Permit.



D. Lee Currey, Director
Water and Science Administration



MAP A: Location of Facility



**Department of the Environment
Groundwater Discharge Permit**

Summary Report and Fact Sheet

Municipal Groundwater Discharge Permit

State Application No.: 23-DP-3285

Project Type: Absorption Trench System

Facility Name: Harford Technical High School

Facility Location: 200 Thomas Run Road Bel Air MD 21015

County: Harford

MDE Final Environmental Justice Score: 22.48% which indicates that the facility is not located in a disadvantaged or overburdened community.

Controversial Provisions: None.

Unusual Conditions: None.

Major Facility: No.

Contact (name, title): Patti Jo Beard Executive
Director of Facilities Management
Harford County Public Schools

Phone: (410) 638-4204

Applicant is engaged in: Public School

Legal Name of Applicant: Harford County Public Schools

Mailing Address: 102 South Hickory Ave.
Bel Air Harford MD 21014

Basin Code: 02.12.02.02

Receiving Water Name (class): Port Deposit Gneiss/Gabbro/Peter's Creek Quartzite

MD Coordinates: **East:** 1,000,500 **North:** 629,000

Summary of Wastewater Facility

The applicant has re-applied for a permit to discharge aerobically treated effluent to drainfields, and subsequently to the groundwaters of the State.

The Harford Technical High School (HTHS) Wastewater Treatment Plant (WWTP) receives wastewater from three schools including Harford Tech, Prospect Mill Elementary (PME) and John Archer School (JAS). Treated wastewater from the WWTP is then delivered to the drainfields located at each school. The WWTP is a Membrane Bio-Reactor (MBR) processing facility with a design capacity of 30,000 gpd. The ultimate student population from three schools is 2148 including 1026 from HTHS; 912 from PME and 210 from JAS with an estimated average wastewater flow of 21,480 gpd (at average 10 gpd/student or 20 gpd/student peak flow). *

There are two drainfield systems with a total rated capacity of 25,061 gpd (average flow). As shown on Map B of the discharge permit, one drainfield is next to JAS and the other drainfield system is next to PME.

Wastewater Characteristics

Design Average Flow: 21,840 gpd **Design Peak Flow:** 42,960 gpd

Proposed Discharge Period: Year round

<u>Parameter</u>		<u>Concentration</u>
Raw Concentration *		Effluent Limits
BOD5	200 mg/l	30 mg/l
T.S.S.	200 mg/l	30 mg/l
Total Nitrogen	60 mg/l	10 mg/l

*Characteristics of raw wastewater is an estimated value based on information provided in the EPA On-Site System Design Manual.

Pretreatment Flow Diagram

septic tank --> wastewater treatment system (MBR. Membrane Bioreactor) → gravity absorption trenches

Facility Discharges: Treated wastewater from three schools (Harford Tech, Prospect Mill Elementary and John Archer School) discharged to the drainfields.

Groundwater System

Aquifer Name: Port Deposit Gneiss/Gabbro/Peter's Creek Quartzite

Other Properties: Transmissivity ranges from 650 to 6100 gpd/ft based on tests performed at two near-by community wells.

Projected Impact: The effluent limitation of TN<10 mg/l is included in this renewed permit since the wastewater disposal site is within the well head protection area. This would eliminate the concern of nitrogen impact to the groundwater quality.

Present Use: The present use is for a High School. It was renovated in 2000 and includes a Performing Arts Center.

Rationale For Permit Conditions

23-DP-3285

1. Section I.B., removed the requirements to install a flow meter because the system is in operation.
2. Section I.C added a requirement to develop and submit to the Department a "Operation and Maintenance Manual."
3. Section I.D: added category "Maintenance and Operation of Monitoring Wells"
4. Section II.A. added all reporting requirements, including the groundwater report, DMR and the monthly operating reports, from Special Conditions I.B in the previous permit (15-DP-3285) to General Conditions II.A.

15-DP-3285

1. Section I.A.3., delete the 32 months effluent quality compliance schedule since the 32 months from the effective date of the previous permit on 12/1/2010 was past; and the MBR plant was built. The effluent quality of 2015 met the effluent quality limitations stipulated in the previous permit.
2. Section I.B.c, adding submission of NetDMR to provide Permittee an option to report electronic version of the DMRs
3. Section I.B.7.e; add Class 6 operator classification to inform Permittee a specific class of operator is required.
4. Permit Condition I.A.2., the average daily flow was increased from the previous 11,000 gpd (for one school) to 21,480 gpd (for three schools). The average flow of 21,480 gpd is the existing trench disposal capacity for three schools determined by the Permittee's consultant based on a trench loading rate of 1.2 gpd/ft² and the

available disposal area.

5. Condition I.A.3, the effluent limitations of BOD <30 mg/l, and TSS < 30 mg/l were added for this permit modification since the site capacity was determined based on a trench loading rate of 1.2 gpd/ft².

6. Condition I.A.3., the permit modification for future expansion is limited at 665 lb/yr of total nitrogen load based on 21,480 gpd average daily flow and effluent nitrogen concentration of 10 mg/l. The 665 lb/yr TN load is an increase from the previous 335 lb/yr due to an increase of permitted flow from 11,000 gpd to 21,480 gpd.

1. Condition I.A.4. was modified from previous permit conditions to include new monitoring wells installed for other 2 schools disposal trench system. The total number of monitoring wells was increased from the original 2 wells to 7 wells.

Transport and vegetation nitrogen uptake assumptions for determining the yearly nitrogen load transported to surface water from the Harford Technical High School

To Calculate and report the monthly total nitrogen (TN) load to the surface water use the following procedures:

(a) **Determine the monthly nitrogen load (N_g , lb/month) to groundwater by multiplying the monthly accumulated discharge volume (V , million gallons per month) to the monthly average nitrogen concentration (C , mg/l) measured in the WWTP effluent with a conversion factor of 8.34 for converting mg/l to lb/ million gallons.**

$$N_g = V \times C \times 8.34$$

$$V=.25; C=3.395$$

$$N_g = .25 \times 3.395 \times 8.34 = 7.1$$

(b) **Determine the monthly nitrogen load (N_s) to surface water by multiplying result from (a) to a delivery factor of 30% since the disposal drainfields is more than 1000 ft away from the Thomas Run.**

$$N_s = N_g \times 30\%$$

$$N_s = 7.1 \times .3 = 2.13$$

(c) **The yearly accumulated load to surface water in a calendar year is the sum of the nitrogen load (N_s) from each of the 12 months determined in item (b) above .**

$$N_s \times 12 = \text{Yearly accumulated Load}$$

$$2.13 \times 12 = 25.56$$

Discharge Monitoring Data

Month	Flow (gpd)	BOD5 (mg/l)	Total N (mg/l)	TSS (mg/l)
January 2023	7871	.8	6.2	NODI B
February 2023	8600	NODI B	8.2	NODI B
March 2023	9266	NODI B	1.18	.5
April 2023	7227	NODI B	5	NODI B
May 2023	9771	NODI B	2	NODI B
June 2023	5962	NODI B	.46	NODI B
July 2023	1822	3.8	.2	NODI B
August 2023	3153	NODI B	4.6	NODI B
September 2023	10383	.3	4.8	.2
October 2023	11446	NODI B	7.9	NODI B
November 2023	17700	.5	.2	NODI B
December 2023	7957	NODI B	NODI B	NODI B
Discharge Limit (Monthly average)	21840	30	10	30

	In Compliance with Permit Effluent Limits
	Non-Compliance with Permit Effluent Limits
	Permit Requirement

Groundwater Quality Data (2023)

Well No.	pH	Nitrite (mg/l)	Nitrate (mg/l)	TKN (mg/l)	Chlorides (mg/l)	TDS (mg/l)
MW1 (Upgradient)	4.9	NODI B	.3	NODI B	40.5	97.5
MW2 (Downgradient)	6	NODI B	NODI B	NODI B	39.8	190
MW3 (Upgradient)	5.7	NODI B	1.2	NODI B	39.8	143.5
MW4 (Downgradient)	6.4	NODI B	1.2	NODI B	43.5	209
MW5 (Upgradient)	6.8	NODI B	NODI B	2.2	187	603*
MW6 (Downgradient)	6.6	NODI B	2.5	NODI B	40	206
MW7 (Downgradient)	5.8	NODI B	2.3	NODI B	27.5	200.5
Water Quality Limit	N/A	1	N/A	N/A	250	500

	Meet the water Quality Standard
	In Violation of Water Quality Standard
	Water Quality Standard

*MW5 is upgradient, therefore this exceedance cannot be attributed to the facility's discharge.



DISCHARGE PERMIT

NPDES Discharge

Permit Number: MD0023281

State Discharge

Permit Number: 19-DP-0884

Effective

Date: 01/01/2023

Expiration

Date: 12/31/2027

Modification

Date: (Not applicable)

Reapplication

Due Date: 12/31/2026

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, and the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq., and implementing regulations 40 CFR Parts 122, 123, 124 and 125, the Department of the Environment hereby establishes conditions and requirements pertinent to the wastewater treatment plant and collection system and authorizes:

Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

TO DISCHARGE FROM: North Harford High School Wastewater Treatment Plant

LOCATED AT: 211 Pylesville Road
Pylesville, Harford County, Maryland 21132

THROUGH OUTFALL: 001A (Facility Effluent)
002A (Constructed Wetland Effluent)

TO: An unnamed tributary of Broad Creek, designated as Use I-P waters, which is protected for water contact recreation, and aquatic life, and as a public water supply; in accordance with the following special and general conditions and a map incorporated herein and made a part hereof.

I. DEFINITIONS

- A. “Ambient temperature” of the effluent receiving stream means the water temperature that is not impacted by a point source discharge, and it shall be measured in areas of the stream representative of typical or average conditions of the stream segment in question.
- B. “Bypass” means the intentional diversion of pollutants from any portion of a treatment or collection facility.
- C. “BOD₅ (Biochemical Oxygen Demand)” means the amount of oxygen consumed in a standard BOD₅ test without the use of a nitrification inhibitor at 20 degree centigrade on an unfiltered sample.
- D. “Clean Water Act” means the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- E. “CFR” means the Code of Federal Regulations.
- F. “COMAR” means the Code of Maryland Regulations.
- G. “Department” means the Maryland Department of the Environment (MDE).
- H. Discharge Limits
 - 1. “Daily *maximum* (or *minimum*)” limitation means the *highest* (or *lowest*) allowable the daily averages in a calendar month. The daily discharge expressed as concentration (in mg/l) shall be calculated by dividing total of measurement readings by number of sample collected during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. The daily discharge expressed as loading rate (in pounds/day) is calculated by using this formula {daily average concentration (mg/l) x the same day total flow (in million gallons) x 8.34}.
 - 2. “Weekly average (*maximum* or *minimum*)” limitation means the *highest* or *lowest* allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. Each of the following 7-day periods is defined as a calendar week: Week 1 is Days 1 - 7 of the month; Week 2 is Days 8 - 14; Week 3 is Days 15 - 21; and Week 4 is Days 22 - 28. *For weekly average maximum*, if the "daily discharge" on days 29, 30 or 31 exceeds the "weekly average" discharge limitation, MDE may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28. *For weekly average minimum*, if the "daily discharge" on days 29, 30 or 31 is lower than the "weekly average" discharge limitation, MDE may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28.

I. DEFINITIONS

3. “Monthly average *maximum* (or *minimum*)” limitation means the *highest* (or *lowest*) allowable monthly average concentration or waste load of a parameter over a calendar month. The monthly average is calculated as the sum of all daily discharges for a parameter sampled and/or measured in that calendar month divided by the number of days on which monitoring was performed.
4. “Minimum or maximum” limit means the lowest or highest allowable value measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling.
5. “Monthly loading rate (in pounds/month)” means the total load of a parameter calculated for that calendar month. It is calculated using this formula $\{(\text{monthly average concentration in mg/l}) \times (\text{Total monthly flow in Million Gallons}) \times 8.34\}$.
6. “Year-to-date cumulative load (pounds)” value means cumulative load of a pollutant in the effluent through each reporting month in a calendar year. It is calculated as a sum of the individual total monthly loads from January through the reporting month in a calendar year.
7. “Annual Maximum Loading Rate (in pounds/year)” limit means the maximum load allowed for a pollutant in the effluent to be discharged in a calendar year. The Year-to-date cumulative load (as defined above in Definition I.H.6) shall be used to determine the compliance status of this requirement.
8. “Monthly log mean (Monthly geometric mean)” limit means the highest allowable value calculated as the logarithmic or geometric mean of all samples taken in the calendar month. The geometric mean is the antilogarithm of the mean of the logarithms.

I. Discharge Monitoring

1. “Composite sample” means a combination of individual samples obtained at hourly or smaller intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.
2. “Grab sample” means an individual sample collected over a period of time not exceeding 15 minutes.
3. “Estimated flow” value means a calculated volume or discharge rate which is based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters, and batch discharge volumes.

I. DEFINITIONS

4. “Measured flow” value means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
 5. “Recorded flow” means any method of providing a permanent, continuous record of flow including, but not limited to, circular and strip charts.
 6. “Monthly average flow” means the total flow for a calendar month divided by the number of days in the same month.
- J. “i-s (immersion stabilization)” means a calibrated device immersed in the effluent or stream, as applicable, until the temperature reading is stabilized.
 - K. “NetDMR” means a nationally-available electronic reporting tool, initially designed by states and later adapted for national use by EPA, which can be used by NPDES-regulated facilities to submit discharge monitoring reports (DMRs) electronically to EPA through a secure Internet application over the National Environmental Information Exchange Network (NEIEN). EPA can then share this information with authorized states, tribes, and territories.
 - L. “NPDES (National Pollutant Discharge Elimination System)” means the national system for issuing permits as designated by the Clean Water Act.
 - M. “Nondetectable Level” for total residual chlorine means a residual concentration of less than 0.10 mg/l as determined using either the DPD titrimetric or chlorimetric method or an alternative method approved by the Department.
 - N. “Outfall” means the location where the effluent is discharged into the receiving waters.
 - O. “Overflow” means any loss of wastewater or discharge from a sanitary sewer system, combined sewer system or wastewater treatment plant bypass (as defined in I.B) which results in the direct or potential discharge of raw, partially treated wastewater into the waters of the State.
 - P. “Permittee” means an individual or organization holding the discharge permit issued by the Department.
 - Q. “POTW” means a publicly owned treatment works.
 - R. “Sampling Point” means the effluent sampling location in the outfall line(s) downstream from the last addition point or as otherwise specified.
 - S. “Sanitary Sewer Overflow (SSO)” means a discharge of untreated or partially treated sewage from a separate sewer system before the sanitary wastewater reaches the headworks of a wastewater treatment facility, pursuant to COMAR 26.08.10.01.

I. DEFINITIONS

- T. “Secondary Treatment” means the treatment of sewage to produce effluent equal to or better than the following quality, except as provided for 40 CFR §133.103, or paragraphs (d), (e) or (f) of the same section:
1. Five-day biochemical oxygen demand (BOD₅):
 - a. 30 milligrams/liter—average for a 30-day period;
 - b. 45 milligrams/liter—average for a 7-day period;
 - c. The 30-day average percent removal shall not be less than 85 percent.
 2. Total Suspended Solids (TSS):
 - a. 30 milligrams/liter—average for a 30-day period,
 - b. 45 milligrams/liter—average for a 7-day period;
 - c. The 30-day average percent removal shall not be less than 85 percent.
 3. Bacterial control: As required to meet water quality standards.
- U. “Significant Industrial User (SIU)” is defined as any industrial user (IU) that:
1. is subject to national categorical standards; and
 2. any other IU that:
 - a. discharges an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater); or
 - b. contributes a process wastestream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW; or
 - c. is designated as such by the POTW on the basis that the IU has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or
 - d. is found by the POTW, the Department, or the Environmental Protection Agency (EPA) to have significant impact either individually or in combination with other contributing industries to the POTW, on the quality of the sludge, the POTW's effluent quality, or air emissions generated by the system.
- V. “TKN (Total Kjeldahl Nitrogen)” means organic nitrogen plus ammonia nitrogen.

I. DEFINITIONS

- W. “TSS (Total Suspended Solids)” means the residue retained on the filter by an analysis done in accordance with Standard Methods or other approved methods.
- X. “Upset” means the exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

II. SPECIAL CONDITIONS

A. Effluent Limitations, Outfall 001A ^{(1) (2) (3) (4)}

The quality of the effluent discharged by the facility at a discharge point location (Outfall 001A) shall be limited at all times as shown below:

Effluent Characteristics	Maximum Effluent Limits, except as noted					
	Monthly Average Loading Rate, Pounds/day	Weekly Average Loading Rate, Pounds/day	Daily Average Loading Rate, Pounds/day	Monthly Average Concentration, mg/l	Weekly Average Concentration, mg/l	Daily Average Concentration, mg/l
BOD ₅	5.0	7.5	N/A	30	45	N/A
BOD ₅ , Percent Removal ⁽⁶⁾			85 % minimum monthly average			
TSS	5.0	7.5	N/A	30	45	N/A
TSS, Percent Removal ⁽⁶⁾			85 % minimum monthly average			
Total Ammonia Nitrogen as N (5/1 to 9/30)	0.9	N/A	N/A	5.4	N/A	
(10/1 to 4/30)	0.65	N/A	1.7	3.9	N/A	10.3

Effluent Characteristics	Effluent Limits	
	Maximum	Minimum
E. coli	126 MPN/100 ml monthly geometric mean value	N/A
Total Residual Chlorine ⁽⁵⁾	0.029 mg/l (See footnote- 5)	N/A
pH	8.5	6.5
Dissolved Oxygen (All Year)	N/A	5.0 mg/l at anytime

An annual average flow of 0.02 million gallons per day (mgd) was used in waste allocation calculations (expressed as waste loading rate limit), and this unit shall be used when reporting on the Discharge Monitoring Report (DMR) as required by General Condition III.A.2. Notification is to be provided to the Department at least 180 days before the annual average flow is expected to exceed this flow level. If a permit modification is required, the Department will initiate the public participation NPDES process.

II. SPECIAL CONDITIONS

A. Effluent Limitations, Continued

Footnotes for effluent limitations:

- (1) When this permit is renewed, the new limitations may not be equal to the above limitations.
- (2) There shall be no discharge of floating solids or visible foam other than trace amounts.
- (3) The permit may also be reopened in accordance with the requirements of MDE's Watershed Permitting Plan under which all discharge permits in a watershed are issued the same year.
- (4) The Streams in the CB1TF segment which includes the Broad Creek watershed are on the 303(d) list as the impaired waters for Total Nitrogen and Total Phosphorus. The Chesapeake Bay TMDL addresses the nutrient load allocations for the entire CB1TF segment has been approved by the EPA. The parameter limits are in conformance with this TMDL. This permit is in conformance with the "**Chesapeake Bay TMDL for Nitrogen, Phosphorus and Sediment**" established on December 29, 2010.

When TMDLs for other remaining parameters are completed, limits may be imposed, after the public participation process, to incorporate any TMDL requirements.
- (5) Total residual chlorine limitation of 0.029 mg/l maximum shall be applicable, when chlorine or any chlorine-containing compound is used in any treatment process(es), including but not limited to disinfection, that could become a potential constituent of the effluent discharged from the North Harford HS WWTP. The wastewater shall be dechlorinated to reduce effluent total residual chlorine concentration to the nondetectable level (See definition I.M).
- (6) In accordance with 40CFR §133.102, the 30-day average percent removal for BOD₅ and TSS shall not be less than 85 (eighty-five) percent as the minimum level of effluent quality attainable by the secondary treatment. Refer to the footnotes 12 and 13 for further details for calculations and reporting requirements toward compliance to the BOD₅ and TSS percent removal effluent limitations (See Definition I.T).

II. SPECIAL CONDITIONS

B. (1) Minimum Monitoring Requirements:

(a) For Effluent Discharged at Outfall 001A:

The effluent characteristics listed below in Table B(1)(a) shall be monitored all the time at the Sampling Point (Definition I.R) located at 39° 40' 35" (N), 76° 23' 50" (W). The permittee shall ensure that the effluent samples taken at the above stated sampling point are representative of the effluent quality discharged at the Outfall 001A.

<u>Effluent Characteristics</u>	<u>Monitoring Period</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
BOD ₅ ⁽⁷⁾⁽¹²⁾⁽¹³⁾	All Year	One per week	Grab
Total Suspended Solids ⁽⁷⁾⁽¹²⁾⁽¹³⁾	All Year	One per week	Grab
BOD ₅ , Percent Removal ⁽⁷⁾⁽¹²⁾⁽¹³⁾	All Year	One per year	Calculated
TSS, Percent Removal ⁽⁷⁾⁽¹²⁾⁽¹³⁾	All Year	One per year	Calculated
Total Ammonia Nitrogen as N ⁽⁷⁾	All Year	One per week	Grab
E. coli ⁽⁷⁾	All Year	One per week	Grab
Total Residual Chlorine ^{(7) (9)}	All Year	One per day	Grab
Dissolved Oxygen ⁽⁷⁾	All Year	One per day	Grab
pH ⁽⁷⁾	All Year	One per day	Grab
Flow ⁽⁷⁾⁽¹⁰⁾⁽¹¹⁾	All Year	One per week	Estimated ⁽¹¹⁾

II. SPECIAL CONDITIONS

B. (1) Minimum Monitoring Requirements, continued

(b) For Raw Wastewater Influent at Sampling Point 101A:

The quality of the wastewater influent entering the North Harford HS WWTP shall be monitored at **Influent Chamber (39° 40' 30.4" N, 76° 23' 53.2" W)** all the time as shown below:

<u>Wastewater Influent Characteristics</u>	<u>Monitoring Period</u>	<u>Measurement Frequency *</u>	<u>Sample Type</u>
BOD ₅ ⁽⁷⁾⁽⁸⁾⁽¹²⁾⁽¹³⁾	All Year	One per year	Grab
Total Suspended Solids ⁽⁷⁾⁽⁸⁾⁽¹²⁾⁽¹³⁾	All Year	One per year	Grab

The monitoring frequency to determine BOD₅/TSS removal efficiency (in percentage) will be on an annual basis. The permittee shall select a calendar month and a minimum of one day (in that calendar month) in each calendar year to collect samples from the influent and effluent to calculate the removal efficiency. The permittee may take additional samples of BOD₅ and TSS in the influent on different days within the selected calendar month. All the sampling results for this requirement shall be reported on the Monthly Operating Report (MOR) for the same calendar month.

For the compliance determination of the percent removal requirement, the individual results of BOD₅/TSS in the influent and effluent collected on the same day must be incorporated to calculate the monthly average concentrations of the specific parameter in the influent and effluent. ***(Example: If the influent samples are collected for multiple days in a calendar month, the effluent sampling results from the same corresponding days must be used to calculate the monthly average concentrations and to report the percent (%) removed as a minimum monthly average for the same calendar month and reported in the month of December Discharge Monitoring Report (DMR) as well to fulfill the annual monitoring requirement).***

These monthly average concentrations shall be applied to calculate the percent removal efficiency using formula listed in the footnote 13, and the results of the percent removal shall be reported on the December month's DMR at the end of each calendar year. The permittee shall also prepare and submit a report as a copy of record (COR) along with the December month's NetDMR. The COR shall provide details, including but not limited to, name of facility, sampling time (day(s), month, and year), individual results as well as monthly average concentrations of influent and effluent, laboratory sheets and pertinent information for analytes, and results of the percent removal calculation results.

II. SPECIAL CONDITIONS

B. (1) Minimum Monitoring Requirements, continued

(c) For Effluent Discharged at Outfall 002A:

The quality of the effluent discharged by the facility at the discharge location (Outfall 002A) ⁽¹⁾ ⁽²⁾ ⁽³⁾ ⁽⁴⁾ shall be limited and/or monitored at all times as shown below. The effluent characteristics shall be monitored all the time at the Sampling Point (Definition I.R) located at 39° 40' 26" (N), 76° 23' 52" (W). The permittee shall ensure that the effluent samples taken at the above stated sampling point are representative of the effluent quality discharged at the Outfall 002A.

<u>Effluent Characteristics</u>	<u>Monitoring Period</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Total Nitrogen as N ⁽⁷⁾	All Year	One per quarter	Grab
Total Ammonia Nitrogen as N ⁽⁷⁾	All Year	One per quarter	Grab
Nitrate ⁽⁷⁾	All Year	One per quarter	Grab
Phosphate ⁽⁷⁾	All Year	One per quarter	Grab

II. SPECIAL CONDITIONS

B. (1) Minimum Monitoring Requirements, continued:

Footnotes for the monitoring requirements B(1)(a), B(1)(b) and B(1)(c) :

- (7) "STORET" (short for STorage and RETrieval) is a widely-used repository for water quality data reporting and monitoring. The STORET codes for the effluent characteristics described as limitations and/or monitoring requirements are: BOD₅ (00310), BOD₅ percent removal (81010), Total Suspended Solids (00530), Total Suspended Solids percent removal (81011), Total Ammonia Nitrogen as N (00610), Nitrate (00621), Phosphate (00650), E. Coli (51040), Total Residual Chlorine (50060), Dissolved Oxygen (00300), pH (00400), and Flow (50050).
- (8) This parameter (without effluent limitations) must be monitored, and it shall be reported on the Monthly Operating Report (MOR) as individual results and on the Discharge Monitoring Report as monthly average concentrations.
- (9) The Minimum monitoring requirements of one per day-grab samplings for total residual chlorine shall be applicable, when chlorine or any chlorine compound is used in any treatment process(es), including but not limited to disinfection, that could become a potential constituent of the effluent discharged from the facility. The minimum level (quantification level) for total residual chlorine is 0.10 mg/l. The permittee may report all results below the minimum level as <0.10 mg/l. All results reported below the minimum level shall be considered in compliance.
- (10) Flows shall be reported in million gallons per day (mgd) to at least the nearest 1,000 gallons per day. (Example: A flow of 24,699 gallons per day shall be reported as 0.025 mgd.). For each calendar month, flows shall be reported on the Monthly Operating Report (MOR) as daily individual results and on the Discharge Monitoring Report (DMR) as monthly average (mgd) and daily maximum (mgd).
- (11) The method used for flow estimation and the flow records must be maintained and available for inspection by the MDE's Compliance Program.
- (12) Wastewater influent samples for BOD₅ and TSS shall be collected per the sampling type and reporting frequency specified in above (Special Condition II.B(1)(b), page 10). These measurements shall be utilized to calculate BOD₅ and TSS percent removed using the formula listed below in footnote 13, and results shall be used to comply with the Percent removal effluent limits of BOD₅ and TSS (Special Condition II.A above). Any effluent excursion of the percent removal limit (Special Condition II.A, Page 7) reported at the end of each monitoring period will be considered as violation for the full period as specified.
- (13) At the end of each reporting period, the permittee shall incorporate BOD₅ and TSS monthly average concentrations in the influent and effluent (both reported on a monthly DMR for the calendar month of the influent sampling), and calculate monthly percent (%) of a parameter (BOD₅ or TSS) removed using the following formula:

$$\text{Monthly Average Percent (\%) of Parameter Removed} = \left\{ \frac{(A - B)}{A} \right\} \times 100$$

Where:

A = Monthly Average Concentration of Parameter in Influent, mg/l

B = Monthly Average Concentration of Parameter in Effluent, mg/l

II. SPECIAL CONDITIONS

The results (monthly average percent (%) of BOD₅ and TSS removed) shall be reported in the DMR submitted for the last calendar month of the reporting period. *(Example: If the monitoring frequency of the percent (%) removal is one per quarter, the results shall be reported in the DMRs for March, June, September, and December).*

II. SPECIAL CONDITIONS

C. Wastewater Capacity Management

Based on the analysis of the plant performance records for the last three calendar years (4/2019 – 3/2022), the average discharge flows at the North Harford HS WWTP did not exceed the 80% of the design capacity as well as the monthly peaking factor of 2.0 (listed in MDE's Design Guidelines for Wastewater Facilities, 2021). The permittee shall report the total cumulative flow for each calendar year for the above referenced facility. The total cumulative flow shall be reported in million gallons for the entire calendar year to the nearest ten thousand gallons, and it shall represent the total wastewater flow processed through the treatment processes daily. The annual total cumulative flow determination shall be provided to the Department using NetDMR no later than January 28th of the following year.

If the most recent three-year average flow is over 80% of its design capacity and/or exceeding the above stated monthly peaking factor of 2.0 during a calendar year or if it is anticipated to occur in the following year, then the permittee shall comply with the following requirements:

1. Wastewater Capacity Management Plan (WCMP): The permittee shall submit the WCMP to the Department using NetDMR for each calendar year by no later than 28th January of the following year. The permittee can obtain the WCMP guidance document from the Department's website link: <https://mdewwp.page.link/CMPGuidance> (this weblink is case-sensitive). The WCMP report shall provide all the flow management detailed information, including but not limit to the following categories: (a) Inflow/Infiltration (I/I) flow reduction strategy; (b) Uses of the wastewater flow equalization facilities, (c) Inspection and evaluation of the wastewater collection system; (d) Present population and future growth in residential, commercial and industrial sectors located within the service areas; and (e) Occurrences of the wastewater overflows and plant upsets due to extraneous wastewater flows, and any reasonable corrective actions taken as a preventive measure.
2. Municipal Sewage Flow Capacity Report (MSFCR): The permittee shall also submit a MSFCR and its Worksheet along with the WCMP for each calendar year to the Department using NetDMR tool no later than January 28th of the following year. The permittee can obtain the WCMP guidance document and forms from the Department's web site links listed below: (a) <https://mdewwp.page.link/CMPFlowCap> for MSFCR, (b) <https://mdewwp.page.link/CMPws1> for MSFCR's Worksheet # 1, and (c) <https://mdewwp.page.link/CMPws2> for MSFCR's Worksheet # 2 (these links are case-sensitive).
3. The flow equalization facilities at North Harford HS WWTP, if equipped, shall be maintained and operated at optimum level all times to mitigate impacts on the facility's operation due to flow spikes resulted from the extreme wet weather events. Otherwise, the permittee shall submit an action plan along with the first WCMP providing a timeline to install the flow equalization facilities with a minimum capacity consistent with MDE's Design Guidelines for Wastewater Facilities, 2021.

II. SPECIAL CONDITIONS

If the permittee prefers to provide the above documents in hard copies, they shall be provided to the Department postmarked by January 28th of the following year to the address below:

Attention: Calendar Year Total Cumulative Flow
Wastewater Discharge Permits Program
Water and Science Administration (WSA)
Maryland Department of the Environment
1800 Washington Boulevard, STE-455
Baltimore, MD 21230-1708

The permittee is advised to notify the Department at the above address immediately upon electronic submission of reports through NetDMR tool.

D. Monitoring Wells

The permittee is responsible for the proper installation, operation and maintenance of one monitoring well down gradient from the wetland area (monitoring well #1) used for obtaining grab or pumped samples of the ground water. Additional monitoring wells may be installed. All monitoring wells must meet the conditions below.

- a. The monitoring well(s) shall be installed according to the following specifications:
 - (1) Installation of the well(s) shall be by a licensed Maryland Well Driller in accordance with the following:
 - i. Schedule 40 P.V.C. or better quality well casing, 4-inch diameter shall be used. 2-inch diameter well is acceptable if sampling device for a small diameter well is provided.
 - ii. Commercial well screen or neatly slotted well casing, approved by the Department shall be used in conjunction with a gravel pack.
 - iii. The screen, or slotted casing, shall extend from the seasonally high water table downward approximately 15 feet.
 - iv. The well(s) shall be grouted from near the top of the screen to ground surface.
 - v. The well(s) shall be equipped with a locking watertight removal cap.
 - (2) The well driller selected to install the observation well(s) shall obtain all necessary State and local well drilling permits.

II. SPECIAL CONDITIONS

- (3) The permittee shall take and analyze one sample every three months from the monitoring well(s).
- (4) Water samples may be obtained by either pumping or bailing the monitoring well(s). Prior to taking the sample, a volume of water equal to 300% of the wetted volume of the casing and screen shall be removed.
- (5) The groundwater sample shall be analyzed for total nitrogen. If the total nitrogen concentration is greater than 10 mg/l, the permittee shall demonstrate that the exceedance is not due to the wetland operation. Otherwise the operation of the wetland shall be terminated.
- (6) Groundwater monitoring data required by this permit under II.D.a (3) and (5) for each monitoring well shall be summarized on the Discharge Monitoring Report (DMR) forms supplied by the Compliance Program. The yearly report shall be submitted on or before the 28th day of the month following the end of each calendar year by electronic submission as specified section III.A.2.a of this permit.

E. Influent Restriction

1. The permittee shall notify MDE at least 60 days prior to the anticipated introduction of wastewater either by direct connection or by truck or rail from a significant industrial user or process. If MDE determines that the proposed wastewater contribution is a substantial change and requires modification of the permit to establish effluent limitations and/or monitoring requirements, it shall notify the permittee of this determination within 30 days of the permittee's notification. The proposed discharge shall be deemed to be approved unless the permittee receives the above notification from MDE.
2. The permittee shall notify MDE as soon as they know, or have reason to believe, that:
 - (a) any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited by the permit, if that discharge will exceed one hundred micrograms per liter; or
 - (b) any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited by the permit, if that discharge will exceed five hundred micrograms per liter.

II. SPECIAL CONDITIONS

3. The permittee shall develop a Best Management Practices Plan for the control of laboratory discharges within six months of the effective date of this permit. The plan shall include procedures to eliminate intentional and accidental discharges of potentially toxic wastewaters such as organic solvents, organic compounds and toxic metals into the sanitary sewer and be available for inspection by the Department.
4. The permittee shall install signs at each sink in its laboratories prohibiting the introduction of organic solvents, organic compounds and toxic metals into the sanitary sewer within three months of the effective date of this permit.
5. The permittee shall institute the use of approved alternative disposal devices for organic solvents and other toxic components of laboratory wastewater. The wastewater collected shall be disposed of according to all applicable laws and regulations.
6. The permittee shall use silver recovery devices on all silver containing wastewaters in the photographic laboratories within three months of the effective date of this permit.
7. The permittee shall designate a person to be the resource at the school for information on appropriate disposal of non-domestic wastewaters. The name of the designee shall be sent to the Department within one month of the issuance of this permit.

F. Protection of Water Quality

It is a violation of this permit to discharge any substance not otherwise listed under the permit's "Effluent Limitations and Monitoring Requirements" special conditions at a level which would cause or contribute to any exceedance of the numerical water quality standards in COMAR 26.08.02.03 unless the level and the substance were disclosed in writing in the permit application prior to the issuance of the permit. If a discharge regulated by this permit causes or contributes to an exceedance of the water quality standards in COMAR 26.08.02.03, including but not limited to the general water quality standards, or if the discharge includes a pollutant that was not disclosed or addressed in the public record for the permit determination, the Department is authorized to modify, suspend or revoke this permit or take enforcement action to address unlawful discharges of pollutants.

II. SPECIAL CONDITIONS

G. Reapplication for a Permit

No later than 12 months before the expiration date of this permit, unless permission for a later date has been granted by the Department, the permittee shall submit a new application for a permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and complete reapplication has been submitted and the Department is unable, through no fault of the permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit continue and remain fully effective and enforceable. The renewal application is required by that date in accordance with the requirements of MDE's Watershed Permitting Plan under which all discharge permits in a watershed should be issued in the same year.

H. Climate Change Resiliency Requirements

The effects of climate change are projected to be more pronounced in the coming decades. As a result, the intensity and frequency of extreme weather events may quickly overload the wastewater facility hydraulically, disrupt the operation in the treatment works, and cause the potential endangerment of aquatic life and public health. The permittee shall enhance the climate change resiliency of the facility through the following measures:

1. The permittee shall conduct annual assessments and maintenance, as needed, of the facilities at the treatment works to confirm they are adequate to address the potential inflow surges during extreme weather events. The assessment shall be based on the history of storms and their corresponding peak flows and waste loads recorded at the facility. The records of evaluations and maintenance shall be documented and made available to the Department upon request. See Special Condition II.C "Wastewater capacity Management" of the discharge permit for details, and
2. Plan for impacts to power supplies during extreme weather events based on the history of storms and the demand from critical operations at the facility. Please refer to General Conditions III.B.4 "Adverse Impact" and III.B.8 "Power Failure" of the discharge permit for further details.

No later than six months from the effective date of this permit, the permittee shall develop and submit a report to the Department that explains the permittee's plan for addressing potential impacts on power supplies during extreme weather events cited in H.2 above. |

III. GENERAL CONDITIONS

A. Monitoring and Reporting

1. Representative Sampling

Samples and measurements shall be taken at times that are representative of the quantity and quality of the discharge, and at evenly spaced intervals.

2. Monthly Monitoring Results

a. Discharge Monitoring Reports

Monitoring results obtained during each calendar month shall be summarized and submitted electronically using the NetDMR tool. Results shall be submitted to the Department via NetDMR no later than the 28th of the month following the end of the reporting month.

b. Monthly Operating Reports (MOR)

The permittee shall submit monthly operating reports on a form acceptable to the Compliance Program. For each calendar month, the permittee shall submit to the Department a signed original of the MOR as an attachment to Copy of Record (COR) via NetDMR in electronic format concurrently with the Discharge Monitoring Report submission postmarked no later than the 28th day of the month following the reporting month.

c. Toxic Chemical Reporting

Any data collected according to the Department's "Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data, 12/2/2019" being submitted to the Department, either in fulfillment of Special Conditions II.B or pursuant to the toxic chemical testing requirement, pretreatment requirements or toxic metals or organic data collected on a voluntary basis, must be accompanied by laboratory data reports. At a minimum, these reports shall include, the name of the facility, the date(s) of sampling, beginning and ending sample time, place of sampling collection, the sample type (grab, composite, etc.), the sample description (influent or effluent), the preservation method, the analytical method used for each parameter, the analytical method detection limit, the date of analysis, the name of person performing the analysis, the analytical result, and the name and address of the laboratory performing the analyses. Chain-of-custody forms shall also be submitted.

III. GENERAL CONDITIONS

If the permittee prefers to submit hard copy of this information along with the supporting documentations instead of the electronic submission via NetDMR tool, they shall be submitted to:

Attention: Toxic Chemical Data
WSA – Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE 420
Baltimore, Maryland 21230-1708

3. Sampling and Analysis Methods

Analytical and sampling methods shall conform to test procedures for the analysis of pollutants as identified in 40 CFR Part 136 - "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

4. Use of Sufficiently Sensitive Test Methods

In accordance with 40 C.F.R. § 122.44(i)(1)(iv), the permittee shall use sufficiently sensitive test procedures (i.e., methods) approved under 40 C.F.R. Part 136 or required under 40 C.F.R. Chapter I, Subchapter N or O, for the analysis of pollutants or pollutant parameters limited in this permit. A method is considered "sufficiently sensitive" when either: (1) the method minimum level (ML) is at or below the level of the effluent limit established in this permit for the measured pollutant or pollutant parameter; or (2) the method has the lowest ML of the analytical methods approved under 40 C.F.R. Part 136 or required under 40 C.F.R. Chapter I, Subchapter N or O for the measured pollutant or pollutant parameter. The ML is not the minimum level of detection, but rather the lowest level at which the test equipment produces a recognizable signal and acceptable calibration point for a pollutant or pollutant parameter, representative of the lowest concentration at which a pollutant or pollutant parameter can be measured with a known level of confidence. For the purposes of this permit, the detection limit is the lowest concentration that can be reliably measured within specified limits of precision and accuracy for a specific laboratory analytical method during routine laboratory operating conditions (i.e., the level above which an actual value is reported for an analyte, and the level below which an analyte is reported as non-detect).

5. Analytical Laboratory

Within 30 days after the effective date of this permit, the permittee shall submit to the Department the name and address of the analytical laboratory (including the permittee's own laboratory) which is used to perform the monitoring required by this permit.

III. GENERAL CONDITIONS

If the laboratory changes during the effective period of this permit, the permittee shall notify the Department of the new laboratory within 30 days after the change.

6. Monitoring Equipment Maintenance

- a. The permittee shall calibrate and maintain all monitoring and analytical instrumentation to ensure accuracy of measurements.
- b. Environment Article, Section 9-343 provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six months per violation, or by both.

7. Recording of Results

For each measurement or sample taken pursuant to the requirements of the permit, the permittee shall record the following information:

- a. the date, exact place and time of sampling or measurement;
- b. the person(s) who performed the sampling or measurement;
- c. the dates analyses were performed;
- d. the person(s) who performed each analysis;
- e. the analytical techniques or methods used; and
- f. the results of such analyses.

8. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report. The increased frequency shall also be reported. The results of any other monitoring performed by the permittee shall be made available to the Department upon request.

III. GENERAL CONDITIONS

9. Record Retention

All data used to complete the permit application and all records and information resulting from the monitoring activities required by this permit, including all records of sampling and analyses performed, calibration and maintenance of instrumentation, and recordings from continuous monitoring instruments, shall be retained for a minimum of three years. This period shall be extended automatically during the course of litigation or when requested by the Department.

B. General Requirements

1. Permit Noncompliance - Notification Requirements

All discharges authorized herein shall be consistent with the terms and conditions of this permit. If, for any reason, the permittee does not comply with or will be unable to comply with any permit condition, the permittee shall, within 24 hours, notify the Department by telephone at (410) 537-3510 during work hours or at (866) 633-4686 during evenings, weekends, and holidays. The permittee shall provide the Department with the following information in writing within five days of such oral notification.

- a. a description of the noncomplying discharge including the name of the stream and the impact upon the receiving waters;
- b. cause of noncompliance;
- c. the duration of the period of noncompliance and the anticipated time the condition of noncompliance is expected to continue;
- d. steps taken by the permittee to reduce and eliminate the noncomplying discharge;
- e. steps to be taken by the permittee to prevent recurrence of the condition of noncompliance;
- f. a description of the accelerated or additional monitoring to determine the nature and impact of the noncomplying discharge; and
- g. the results of the monitoring described in f. above.

2. Change in Discharge

The permittee shall report any anticipated facility expansions, production increases, or process modifications which will result in new, different or an

III. GENERAL CONDITIONS

increased discharge of pollutants by submitting a new application at least 180 days prior to the commencement of the changed discharge except that if the change only affects a listed pollutant and will not violate the effluent limitations specified in this permit, by providing written notice to the Department. Following such notice, the permit may be modified by the Department to include new effluent limitations on those pollutants.

3. Facility Operation and Quality Control

All waste collection, control, treatment and disposal facilities shall be operated in a manner consistent with the following:

- a. Facilities shall be operated efficiently to minimize upsets and discharges of excessive pollutants.
- b. The permittee shall provide an adequate operating staff qualified to carry out operation, maintenance and testing functions required to ensure compliance with this permit. Superintendents and operators must be certified by the Board of Waterworks and Waste Systems Operators located at Montgomery Park Business Center, 1800 Washington Boulevard, STE- 410, Baltimore, Maryland 21230 in accordance with Title 12 of Environmental Article, Annotated Code of Maryland, and Section 26.06.01 of the COMAR.
- c. Facility maintenance work, which adversely affects or may adversely affect the discharge quality shall be scheduled during non-critical water quality periods.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any adverse impact to waters of the State or to public health resulting from noncompliance with any effluent limitation specified in this permit, including any contributions to noncompliant discharges from increased frequency and intensity of extreme precipitation events, and must perform the accelerated or additional monitoring necessary to determine the nature and impact of the noncompliant discharge.

5. Bypassing

Any bypass of treatment facilities is prohibited unless the bypass does not cause any violations of the effluent limitations specified in Special Condition II.A, and is for essential maintenance to assure efficient operation, or unless the permittee can prove that:

III. GENERAL CONDITIONS

- a. the bypass is unavoidable to prevent loss of life, personal injury, or substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources; and
- b. there are no feasible alternatives to the bypass; and
- c. the Department receives notification pursuant to General Condition III.B.1 above. Where the need for a bypass is known (or should have been known) in advance, this notification shall be submitted to the Department for approval at least ten days before the date of the bypass or at the earliest possible date if the period of advance knowledge is less than ten days; and
- d. The Department may approve an anticipated bypass, after considering its adverse effects; if the Department determines that it will meet the three conditions listed above in Sections a through c of this General Condition III.B.5.

6. Conditions Necessary for Demonstration of Upset

An upset shall constitute an affirmative defense to an action brought for noncompliance with technology-based effluent limitations only if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence, that:

- a. an upset occurred and that the permittee can identify the specific cause(s) of the upset;
- b. the permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- c. the permittee submitted a 24-hour notification of upset in accordance with the reporting requirements of General Condition III.B.1 above;
- d. the permittee submitted, within five calendar days of becoming aware of the upset, documentation to support and justify the upset; and
- e. the permittee complied with any remedial measures required to minimize adverse impact.

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

III. GENERAL CONDITIONS

7. Sewage Sludge Requirements

The permittee shall comply with all State and federal laws and regulations regarding Sewage Sludge Management, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. or to the Clean Water Act, Section 405 (d). A Sewage Sludge Utilization Permit is required for the collection, handling, burning, storage, treatment, land application, disposal, or transportation of sewage sludge, processed sewage sludge, or any product containing these materials in Maryland. If the sludge is hauled out of the State for disposal, a transportation permit must be obtained from the Department.

8. Power Failure

The permittee shall maintain compliance with the effluent limitations and all other terms and conditions of this permit in the event of a reduction, loss or failure of the primary source of power to the wastewater collection and treatment facilities.

9. Right of Entry

In accordance with 40 CFR §122.41(i), the permittee shall allow the Secretary of the Department, the Regional Administrator of the Environmental Protection Agency, and their authorized representatives (including an authorized contractor acting as a representative), upon presentation of credentials and other documents as required by the law, to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

10. Property Rights/Compliance With Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to

III. GENERAL CONDITIONS

private property, invasion of personal rights, or any infringement of federal, State or local laws or regulations.

11. Reports and Information

- a. Upon request, the permittee shall provide to the Department, within a reasonable time, copies of records required to be kept by this permit. The permittee shall also furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit; or to determine compliance with this permit.
- b. All applications, reports or information submitted to the Department shall be signed and certified as required by COMAR 26.08.04.01 and 40 CFR 122.22.
- c. Except for data determined to be confidential under COMAR 26.08.04.01, all data shall be available for public inspection at the Department and the Office of the Regional Administrator of the Environmental Protection Agency. Effluent data shall not be considered confidential.
- d. Environment Article, Section 9-343 provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall upon conviction be punished by a fine of not more than \$10,000 or by imprisonment for not more than six months or by both.

12. Transfer of Ownership or Control

In the event of any change in ownership or control of facilities from which the authorized discharge emanates, the permit may be transferred automatically to another person only if:

- a. the current permittee notify the Department, in writing, of the proposed transfer at least 30 days prior to the proposed transfer date;
- b. the notice includes a written agreement between the existing permittee and a new permittee containing the specific date of proposed transfer of permit coverage, and of responsibilities and liabilities under the permit; and

III. GENERAL CONDITIONS

- c. neither the current permittee nor the new permittee receive notification from the Department, within 30 days of the Department's receipt of the agreement, of its intent to modify, revoke, reissue or terminate the existing permit. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph 12(b) above.

13. New Effluent Standards

This permit shall be revoked and reissued or modified to meet any effluent standard, water quality standard or prohibition established under the Environment Article, the Clean Water Act, or regulations promulgated thereto, and the permittee shall be so notified.

14. Industrial Users

The permittee shall require all industrial users of the wastewater treatment facility to comply with user charges as established by the permittee, pursuant to Section 9-326(a)(i) of the Environment Article.

15. Noncompliance

Nothing in this permit shall be construed to preclude the institution of any legal action for noncompliance with State, federal or local laws and regulations.

16. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action against the permittee or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or under the Environment Article.

17. Waterway Construction and Obstruction

The permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of this State including the 100 year flood plain.

18. Construction Permit

This permit is not a permit to construct. For a new facility, in order to make this permit valid, a construction permit shall be obtained to meet the requirements of COMAR 26.03.12.03(A) and Environment Article, Section 9-204(d).

III. GENERAL CONDITIONS

19. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

C. Wastewater Collection System

This permit shall not authorize discharges from the wastewater collection system for this facility. The permittee shall perform frequent inspections and maintenance of the facility's wastewater collection system and its infrastructures located within the service area and take all necessary corrective actions to prevent any unauthorized discharges resulting from extreme weather events and failing infrastructures. Records for such maintenance and inspection activities shall be documented by the facility and provided to the Department upon request.

This permit shall not authorize discharges from the wastewater collection system for this facility.

1. Reporting Requirements

Pursuant to Environment Article Sub title 9-331.1, the permittee must report sanitary sewer overflows (SSOs) which result in the direct or potential discharge of raw or diluted sewage into the surface waters or ground waters of the State to the Water and Science Administration's Compliance Program. Concurrently, the permittee shall also notify the local health department. Such reports must be made via telephone as soon as practicable, but no later than 24 hours after the time that the permittee became aware of the event. Reportable SSOs include, but are not limited to, overflows into the surface of the ground, into waterways, storm drains, ditches or other manmade or natural drainage conveyances to surface or ground waters which are reasonably likely to reach waters of the State. Overflows that are wholly contained within buildings and not likely to discharge to waterways need not be reported. Treatment plant bypasses shall be reported under General Condition III.B.1. Telephone reports shall be made to (410) 537-3510 on weekdays between 8:00 a. m. and 5:00 p.m. After hours telephone notification shall be made to emergency response number at (866) 633-4686.

When the incident is reported to the Department, the following information needs to be included:

- a. the location of the overflow, including city or county,
- b. the name of the receiving water, if applicable;
- c. an estimate of the volume of sewage discharged;

III. GENERAL CONDITIONS

- d. a description of the sewer system or treatment plant component from which the overflow was released (such as manhole, crack in pipe, pumping station wet well or constructed overflow pipe);
- e. an estimate of the overflow's impact upon public health and to waters of the State;
- f. the cause or suspected cause of the overflow;
- g. the estimated date and time when the overflow began and stopped or the anticipated time the overflow is expected to continue;
- h. if known at the time of reporting, the steps taken or planned to reduce, eliminate and prevent reoccurrence of the overflow and a schedule of major milestones for those steps; (if unknown at the time the telephone report is made, the steps must be included in the written reports submitted under general conditions III.C.2).
- i. if known at the time of reporting, measures taken or planned to mitigate the adverse impact of the overflow and a schedule of major milestones for those steps (if unknown at the time the telephone report is made, the steps must be included in the written reports submitted under general conditions III.C.2); and
- j. whether there has already been a notification to the public and other City or County Agencies or Departments and how notification was done.

2. Written Reports

Within 5 calendar days following telephone notification of the event, the permittee shall provide MDE with a written report regarding the incident that includes, at a minimum, the information cited above.

The permittee shall maintain copies of all overflow records and reports, work orders associated with investigation of overflows, a list and description of complaints from customers or others related to overflows (including backups of sewage in to houses or businesses), and documentation of performance and implementation measures for minimum period of three years and shall make this information available to MDE for review upon written request.

This wastewater collection system provision may be superseded by a general permit for collection systems, when such a permit is issued by MDE and the permittee have been accepted for registration under the permit.

III. GENERAL CONDITIONS

3. Other Requirements

The permittee, as directed by the State or local health department, shall also be responsible for posting notification in close proximity to the affected area/stream and for conducting appropriate water quality sampling as deemed necessary.

D. Permit Expiration, Modification, or Revocation

1. Expiration of Permit

This permit and the authorization to discharge shall expire at midnight on the expiration date of the permit unless the permittee has submitted a timely and complete reapplication pursuant to Section II.I.

2. [Reserved.]

3. Permit Modification - Request of Responsible Permittee

A permit may be modified by the Department upon the written request of the permittee and after notice and opportunity for a public hearing in accordance with the provisions set forth in COMAR 26.08.04.10.

4. Permit Modification, Suspension, Revocation - Violation of Laws

A permit may also be modified, suspended or revoked by the Department, in the event of a violation of the terms or conditions of the permit, or of State or federal laws and regulations and in accordance with the provisions set forth in COMAR 26.08.04.10. This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of, any federal, state, or local approval necessary to conduct the activities authorized by this permit.

IV. CIVIL AND CRIMINAL PENALTIES

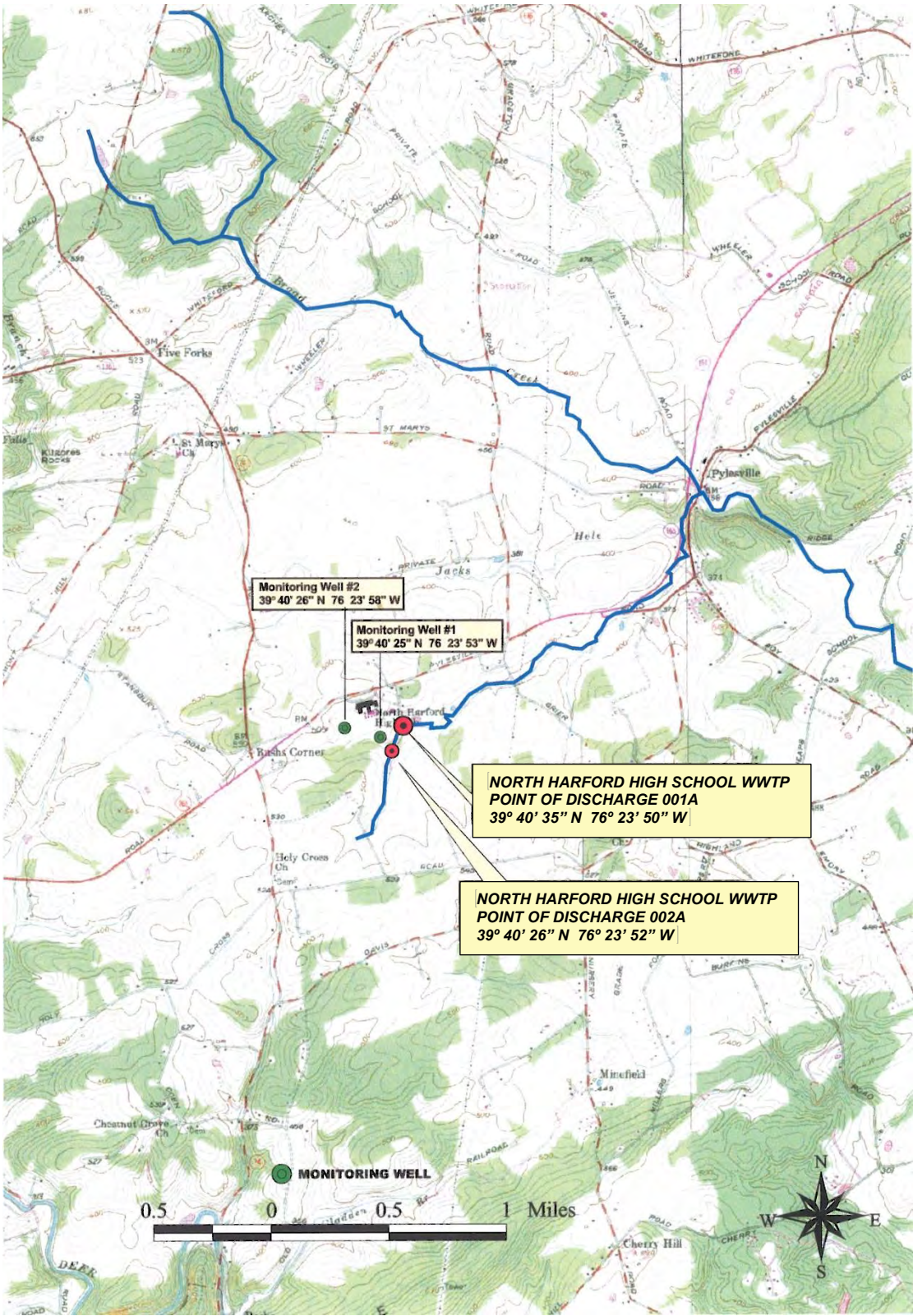
A. Civil Penalties for Violations of Permit Conditions

In addition to civil penalties for violations of State water pollution control laws set forth in Section 9-342 of the Environment Article, Annotated Code of Maryland; the Permittee shall be subject to civil penalty set forth in 33 U.S.C. § 1319 (d) of the Clean Water Act as adjusted for inflation according to 40 CFR §19.4.

B. Criminal Penalties for Violations of Permit Conditions

In addition to criminal penalties for violations of State water pollution control laws set forth in Section 9-343 of the Environment Article, Annotated Code of Maryland, the Permittee shall be subject to criminal penalty set forth in 33 U.S.C. § 1319 (c). |

V. MAP SHOWING DISCHARGE POINT LOCATION



VI. NPDES PROGRAM

On September 5, 1974, the Administrator of the U.S. Environmental Protection Agency approved the proposal submitted by the State of Maryland for the operation of a permit program for wastewater discharges pursuant to Section 402 of the Clean Water Act.

Pursuant to the aforementioned approval, this discharge permit is both a State of Maryland discharge permit and an NPDES permit.

D. Lee Currey

D. Lee Currey (Nov 22, 2022 15:03 EST)

D. Lee Currey, Director
Water and Science Administration



STATE GROUNDWATER DISCHARGE PERMIT

<i>STATE DISCHARGE PERMIT NUMBER</i>	<i>25-DP-3690</i>
<i>NPDES ID NUMBER</i>	<i>MD3690M14</i>
<i>UIC NUMBER</i>	<i>UIC0255W0027</i>
<i>EFFECTIVE DATE</i>	<i>January 1, 2026</i>
<i>EXPIRATION DATE</i>	<i>December 31, 2030</i>

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, the Department of the Environment, hereinafter referred to as “the Department,” hereby authorizes:

Harford County Public Schools
102 South Hickory Ave
Bel Air, Maryland 21014

hereinafter referred to as “Permittee”, to discharge treated wastewater by Absorption Trench System as described herein, from:

Youth’s Benefit Elementary School
1901 Fallston Rd
Fallston, Maryland 21047

to groundwaters of the State in accordance with the following special and general conditions, including the attached maps made a part hereof.

I. SPECIAL CONDITIONS

A. Waste and Wastewater Limitations

1. The Permittee is authorized to discharge treated wastewater via Absorption Trench System to groundwaters of the State at the sites shown on Map A. The Permittee is not authorized to discharge any treated or untreated industrial wastewater to Waters of the State.
2. The maximum daily flow to the Absorption Trench System shall be limited to 19,210 gallons.
3. Prior to discharge to the Absorption Trench System, all wastewaters shall be treated to produce an effluent which does not exceed the following maximum limitations:

Table 1: Effluent Limitations (Outfall 001)

Parameter Code (STORET)	Parameter	Effluent Limitations			Monitoring Requirements	
		Loading		Concentration	Monitoring Frequency	Sample Type
		Monthly Average	Yearly Maximum	Monthly Average		
50050	Flow	9,605 GPD	N/A	N/A	Continuous	Measured
00310	BOD ₅	N/A	N/A	30 mg/L	Weekly	Grab ⁽²⁾
00530	Total Suspended Solids	N/A	N/A	30 mg/L	Weekly	Grab ⁽²⁾
00600	Total Nitrogen ⁽¹⁾	N/A	N/A	10 mg/L	Weekly	Grab ⁽²⁾
00625	TKN	N/A	N/A	Report Value	Weekly	Grab ⁽²⁾
00620	Nitrate (NO ₃)	N/A	N/A	Report Value	Weekly	Grab ⁽²⁾
00615	Nitrite (NO ₂)	N/A	N/A	Report Value	Weekly	Grab ⁽²⁾

- (1) Permit modification is required for any future expansion of this facility. The modification shall include a yearly nitrogen load limitation to groundwater of no more than 294 lbs at the soil absorption trench system. The 294 lbs yearly nitrogen loading requirement was determined based on 9,605 GPD average daily flow and a 10 mg/L effluent nitrogen concentration.
- This nitrogen loading cap is not an assigned allocation for discharge to the Bay via groundwater because the permit assumes other natural processes that reduce the amount of nitrogen reaching the Bay from this system. The factsheet of this permit includes calculations for estimating the amount of nitrogen delivered to the Bay from this system.
- Total nitrogen is defined as the sum of Nitrate plus Nitrite plus Total Kjeldahl Nitrogen (TKN). The concentration of each constituent shall also be reported.
- (2) Grab samples shall be obtained from the effluent line from the wastewater treatment plant.

4. Groundwater Monitoring Well samples taken from four (4) groundwater monitoring wells per requirements of section I.E.3 shall be monitored by the permittee according to the following limitations:
 - a. The discharge of the wastewater authorized in this permit shall not cause groundwater quality to exceed the limitations listed below, as measured in the designated down gradient monitoring wells (MW2, MW3, and MW4 shown on Map B). The Table below includes limitations based on the drinking water standards for NO₂ (Nitrite 00615), NO₃ (Nitrate 00620), Total Dissolved Solids (70295), Chloride (00940), and Fecal Coliform (74055).

Table 2: Groundwater Limitations

Parameter Code (STORET)	Parameter	Concentration ⁽²⁾⁽³⁾	Monitoring Frequency	Sample Type
		Yearly Average		
00400	pH	6.5 - 8.5 ⁽¹⁾⁽⁴⁾	Once every 6 months	Grab
00600	Total Nitrogen	10 mg/L	Once every 6 months	Grab
00615	Nitrite	1 mg/L	Once every 6 months	Grab
00620	Nitrate	10 mg/L	Once every 6 months	Grab
00625	TKN	(1)	Once every 6 months	Grab
00650	Total Phosphate	(1)	Once every 6 months	Grab
00940	Chloride	250 mg/L	Once every 6 months	Grab
70295	Total Dissolved Solids	500 mg/L	Once every 6 months	Grab
74055	Fecal Coliforms	Non-Detect	Once every 6 months	Grab

(1) Monitoring required without limitation.

(2) For any reported exceedance at the downgradient wells, if the average groundwater quality in either the background upgradient well (MW1) or background downgradient wells exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case-by-case basis.

(3) The groundwater quality limitations are not applicable to the upgradient wells.

(4) For pH, no single grab measurement should be less than 6.5 standard units (SU) or greater than 8.5 SU unless the established background levels of the groundwater do not fall within that range. Averaging of pH values is not required.

- b. For other parameters not included in (a) above, the discharge of the treated wastewater, which is authorized in this permit, shall not cause an exceedance of the groundwater quality standards adopted by the Department of the Environment in COMAR 26.04.01, and 26.08.02.09.C. For any exceedance, if the average groundwater quality in the background upgradient well exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case by case basis.

B. Definitions

1. The monthly average shall be determined by the summation of all the required measurements divided by the number of days during the month when the measurements were made. The only exception is the flow rate which shall be divided by the total number of days of each month. The yearly average flow shall be the summation of monthly average flows divided by 12.
2. A grab sample is an individual sample collected in less than 15 minutes. A composite sample means a combination of individual samples obtained at hourly or smaller intervals over an 8-hour period.

C. Absorption Trench System Monitoring Requirements and Limitations

1. The wastewater treatment plant and drainfield system shall be operated by a Maryland State Certified Operator in accordance with the provisions of COMAR 26.06.01 and consistent with the approved Operation and Maintenance Manual. In order to ensure that the Operator is proficient in the operations of the drainfield system, the operator shall take required training courses, when available,

at a frequency approved by the MD Board of Waterworks and Waste Systems Operator. This training shall be specific to the operation of the wastewater system in addition to any other training requirements of the operator's class. Operators working at the WWTP are required to complete the EPA Cybersecurity 101 training as part of their initial or renewal of their wastewater operator license after the effective date of the permit.

2. Weekly logs of the wastewater application to the disposal area shall be kept by the plant operator. The log shall be kept at the waste treatment facility and be available for inspection by Department personnel upon request. Subjects to be included in the log are:
 - a. Area(s) or cell(s) under application.
 - b. Wastewater flow volume.
 - c. Pump and haul wastewater volume, if any.
 - d. Instances of ponding.
 - e. Weather conditions.
3. At least one (1) inspection port (schedule 40 P.V.C. or better) per absorption trench that extends to the bottom of the trench shall be installed for all new absorption trenches.
 - a. At least once every three (3) months, the water level in each inspection port shall be measured and recorded to assess effluent distribution and trench performance.
4. At least one (1) piezometer (schedule 40 P.V.C. or better) per drainfield cell that is located in the center of each cell and extends at least eight (8) feet below the bottom of the adjacent absorption trenches shall be installed for all new drainfield cells.
 - a. At least once every three (3) months, the water level in each piezometer shall be measured and recorded.
 - b. A minimum of four (4) feet of unsaturated soil must be maintained below the bottom of the absorption trenches at all times. If it is determined that the four-foot unsaturated treatment zone requirement has been violated, the certified operator shall:
 - i) Notify the Department of the violation in accordance with General Condition II.B.3 of this permit, and
 - ii) Shut down the violating cells or pump and haul the wastewater until the water level measured in the piezometer(s) returns to acceptable levels.
 - iii) Measure and record the piezometer water levels in the weekly logs until the zone of saturation returns to acceptable levels.
5. The water level data from the observation ports and the groundwater level data from the piezometers shall be summarized in the ON-SITE SYSTEM MONITORING FORM which can be downloaded from the Department web site:
<https://mde.maryland.gov/programs/Permits/WaterManagementPermits/Documents/www.mde.state.md.us/assets/document/permit/MDE-WMA-COM021.PDF>

- a. The ON-SITE SYSTEM MONITORING FORM shall be available onsite or made available to Department staff upon request.
6. A means of flow measurement shall be installed on the disposal system for measuring the daily accumulative wastewater flow discharging to the absorption trenches. Where pumping of wastewater is required, the flow measurement device(s) should be on the wastewater pumping system.
 - a. In the event that the installed flow-metering device malfunctions, the Permittee shall notify the Department within 24 hours of becoming aware of the problem with an estimated time frame for when the flow-metering device will be repaired or replaced. Estimation of flow volumes is not permitted as a replacement for flow measurement.
7. The initial and reserve areas of the disposal system must be properly maintained and mowed regularly. No trees are permitted to grow on the drain field areas.

D. Operation and Maintenance Manual

1. An up-to-date operation and maintenance manual shall be submitted to the Department for approval no later than three (3) months after the issuance date of this permit.
2. The Permittee shall maintain a "Manual of Operation and Maintenance." The manual shall clearly state how the entire treatment facility shall be managed to ensure satisfactory treatment and operation. The manual shall include the following:
 - a. Procedure covering the operation and maintenance of the sewage treatment facility and Absorption Trench System.
 - b. Treatment and discharge system flow diagram.
 - c. As-built diagrams and coordinate locations of monitoring wells.
 - d. The operator shall inspect and check the treatment facility and Absorption Trench System weekly to determine efficiency and adequacy of the system.
 - e. Testing procedures to determine acceptable maximum application rates and cycles.
 - f. Monitoring and sampling procedures as required in this permit.
 - g. Personnel requirements.
 - h. Description of minimum staff levels and the minimum credentials required for each staff member. Credentialing standards shall include both minimums to work at the facility and continuing education requirements for each position. Any training elements that will be handled in-house must be described in the manual.
3. The manual shall be reviewed once per year, no later than the anniversary of the effective date on this permit. The purpose of the review is to make sure the manual is still up to date with current operating procedures. The revision version number and its effective date shall be printed on the cover page of the manual. The manual shall contain a log describing the changes that occurred with each annual, and any intermittent, reviews. This log may be included at the end of the manual as an appendix.

E. Maintenance and Operation of Monitoring Wells

1. The Permittee is responsible for the operation and maintenance of four (4) monitoring wells to be used for obtaining samples of groundwater. These wells are to be used for obtaining grab or pumped samples of the groundwater. The locations of the monitoring wells are shown on attached Map B. If any of the wells need to be moved, prior approval must be obtained. The Permittee must protect the monitoring wells from damage and maintain the monitoring wells so that they remain accessible.
2. The Permittee shall take and analyze one water sample every six (6) months from each monitoring well.
 - a. Water samples may be obtained by either pumping or bailing the monitoring wells. Prior to taking the sample,
 - i) The groundwater level in the monitoring well shall be recorded.
 - ii) a volume of water equal to 300% of the wetted volume of the casing and screen shall be removed.
 - b. Each water sample shall be analyzed for the parameters included in section I.A.4.a.

F. Underground Injection Control Permit

1. On April 12, 1984 the Administrator of the U.S. Environmental Protection Agency approved the proposal submitted by the State of Maryland for the operation of the Underground Injection Control Program pursuant to Section 1422 of the Safe Drinking Water Act. Pursuant to the aforementioned approval, any permits utilizing subsurface disposal methods for wastewater discharge are considered to be both Maryland Groundwater Discharge Permits and Underground Injection Control Permits.

II. GENERAL CONDITIONS

A. Measurements and Reporting Requirements

1. Discharge Monitoring Reports (DMRs)

Monitoring results obtained during each calendar month shall be summarized and submitted electronically using NetDMR. Results shall be submitted to the Department via NetDMR no later than the 28th of the month following the end of the reporting month.

2. Monthly Operating Reports (MORs)

The permittee shall submit monthly operating reports (MORs) on a form supplied or approved by the Inspection and Compliance Program. For each calendar month, the permittee shall submit to the Department a signed original of the MOR as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the Discharge Monitoring Report submission postmarked no later than 28th day of the month following the reporting month.

3. Groundwater Monitoring Reports (GMRs)

Groundwater monitoring data required by this permit under special condition I.A.4 shall be summarized on a Discharge Monitoring report form supplied by the Compliance Program. The yearly report shall be submitted on or before the 28th day of the month following the end of each calendar year as an attachment to the Copy of Record (COR) via NetDMR in electronic format concurrently with the December Discharge Monitoring Report submission. The permittee shall report any violations of the groundwater quality standards in accordance with general condition II.B.3 included in this permit.

4. Analysis Methods

The methods used for analyzing the water sample shall conform to the test procedures specified in “Standard Methods for the Examination of Water and Wastewater” by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, latest edition, or as identified in “Guidelines Establishing Test Procedures for the Analysis of Pollutants” (40 CFR 136), and published in the Federal Register, Volume 51, No. 125, Monday, June 30, 1986 or as amended.

5. Monitoring Equipment Maintenance

The permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation to ensure accuracy of measurements.

6. Data Recording Requirements

For each measurement or sample taken pursuant to the requirements of this permit, the Permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The person(s) who performed the sampling or measurement;
- c. The dates the analyses were performed;
- d. The person(s) who performed the analyses;

- e. The analytical techniques or methods used, including Minimum Detection Limit (MDL) and Practical Quantitation Limit (PQL)/Reporting Detection Limit (RDL); and,
 - i) Results greater than or equal to the PQL/RDL shall be reported as the measured quantity.
 - ii) Results less than the PQL/RDL and greater than or equal to the MDL shall be reported as less than the PQL/RDL and deemed equal to the MDL for any calculations.
 - iii) Results less than the MDL shall be reported as less than the MDL and excluded from any calculations and determinations of effluent and groundwater quality limit compliance.
- f. The results of all required analyses, including appropriate data qualifiers.

7. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation and original recordings from continuous flow monitoring instrumentation shall be retained for a minimum of three (3) years. This period may be extended during the course of litigation, or when so requested by the Department.

B. Management Requirements

1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of a pollutant not identified in this permit or in the application submitted for this permit, including any formally submitted application revisions that are not authorized, applied for or specifically identified in this permit, shall constitute a violation of the terms and conditions of this permit. Any anticipated facility expansion, production increases, or process modifications which will result in new, different, or increased discharge of pollutants shall be reported by the Permittee by submission of a new application at least 180 days prior to the commencement of the changed discharge or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Department. Following such notice, the permit may be modified by the Department to specify and limit any pollutants not previously limited.

2. Operational Restrictions

The operation of a waste treatment or disposal facility shall at no time create: (1) a direct discharge to surface waters of the State; (2) any standing or ponded water condition on adjacent properties; or (3) a persistent standing or ponded water condition on the Permittee's property, excluding actual storage lagoons.

3. Noncompliance Notification

- a. If, for any reason, the Permittee does not comply with or will be unable to comply with the special and general conditions of this permit, the Permittee shall immediately, notify the Department by telephone at (410) 537-3510 during work hours and at (866) 633-4686 during evenings, weekends and holidays and provide the Department with the following information in writing within five days of such notification:

- i) a description of the noncompliance, including its impact upon the receiving ground or surface waters;
 - ii) cause of noncompliance;
 - iii) anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance.
 - iv) steps taken by the Permittee to reduce and eliminate the noncompliance discharge;
 - v) steps to be taken by the Permittee to prevent recurrence of the condition of noncompliance; and
 - vi) a description of the accelerated or additional monitoring by the Permittee to determine the nature and impact of the noncompliance.
- b. In the case of any discharge subject to any toxic pollutant effluent standard under Section 307 (a) of the Clean Water Act of 1987, the Department shall be notified within 24 hours of the time the Permittee becomes aware of the non-complying discharge. Notification shall include information as described in Section II.B.3.a above. If such notification is made orally, a written submission must follow within five days of the time the Permittee becomes aware of the non-complying discharge.

4. Facility Operation and Quality Control

All waste collection, control, treatment, monitoring, and disposal facilities shall be maintained in good working order and operated at all times as efficiently as possible and in a manner which will minimize upsets and discharges of excessive pollutants.

5. Adverse Impact

The Permittee shall take all reasonable steps to minimize any adverse impact to the ground water quality resulting from noncompliance with any limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the non-complying discharge.

6. Removed Substances

The Permittee shall comply with all existing State and federal laws and regulations that apply to sewage sludge monitoring requirements and utilization practices, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. The Permittee is responsible for ensuring that its sewage sludge is utilized in accordance with a valid sewage sludge utilization permit issued by the Department.

7. Bypassing

Any bypass of treatment facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited unless:

- a. the bypass is unavoidable to prevent loss of life, personal injury or substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources; and
- b. there are no feasible alternatives; and
- c. the Department is notified within 24 hours (if orally notified, then followed by a written submission within five days of the Permittee becoming aware of the bypass). Where the need for a bypass is

known (or should have been known) in advance, this notification shall be submitted to the Department for approval at least ten days before the date of bypass; and

- d. the bypass is allowed under conditions determined by the Department to be necessary to minimize adverse effect; and
- e. there is an existing flow of any such diversion or bypass, then a schedule for the elimination of such shall be included in a schedule of compliance.

C. Responsibility

1. Right of Entry

The Permittee shall allow the Secretary of the Department, or authorized representatives, upon the presentation of credentials:

- a. to enter upon the Permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit;
- b. to have access to and to copy, at reasonable times, any records required to be kept under the terms and conditions of this permit;
- c. to inspect, at reasonable times, any monitoring equipment or monitoring method required in this permit;
- d. to sample at reasonable times any discharge of pollutants;
- e. to inspect, at reasonable times, any collection, treatment, pollution management or discharge facilities required under this permit; or
- f. to drill and install monitoring wells for the purpose of obtaining samples of the groundwater.

2. Property Rights/Compliance with Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, State or local laws or regulations.

3. Availability of Reports

Except for data determined to be confidential under COMAR 26.08.04.01E, all reports, plans, maps, or other specifications submitted for review shall be available for public inspection at the Department.

4. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and re-issuance of the permit to change the name of the Permittee and may incorporate other requirements as may be necessary. The written notice to the Department shall include at least the following information:

- a. the legal name, address and telephone number of the new owner or operator;
- b. a statement, signed by the new owner or operator, indicating that the new owner or operator has read, understands and accepts the terms and conditions of the existing permit; and

- c. the date that the new owner or operator took control or expects to take control of the facility. In the event that new ownership or control is expected in the future, the current Permittee and the anticipated new owner or operator both must sign the written notice to the Department.

5. Reapplication for a Permit

At least 365 days before the expiration date of this permit, unless permission for a later date has been granted by the Department, the Permittee shall submit an application for renewal of the permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and sufficient reapplication has been submitted and the Department is unable, through no fault of the Permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit are automatically continued and remain fully effective and enforceable.

6. Permit Modification

A permit may be modified by the Department upon the written request of the Permittee and after notice and opportunity for a public hearing in accordance with the provisions set forth in COMAR 26.08.04.10.

7. Permit Modification, Suspension, or Revocation

A permit may be modified, suspended, or revoked by the Department in the event of a violation of the terms or conditions of the permit, or federal or State laws and regulations and in accordance with the procedures set forth in COMAR 26.08.04.10. This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of, any federal, state, or local approval necessary to conduct the activities authorized by this permit.

8. Permit Expiration

This permit and the authorization to discharge shall expire at midnight on the expiration date of the permit unless the permittee has submitted a timely and complete reapplication pursuant to section II.C.5.

9. Civil and Criminal Liability

Environment Article, Sections 9-342 and 9-343 provide that any person who violates a permit condition implementing Environment Article, Section 9-322 et seq. is subject to a civil penalty in an amount not to exceed \$10,000 per day for such violation; and to criminal penalties of a \$25,000 fine or imprisonment not exceeding one year or both for a first offense, and a \$50,000 fine or imprisonment not exceeding two years or both for subsequent offenses.

10. Waterway Construction and Obstruction

This permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of the State including the 100-year flood plain.

11. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

12. Nuisance and Odor Restrictions

The facility shall be operated at all times to prevent offensive odors from escaping the facility boundaries and to prevent the facility from becoming a public nuisance. In the event that prolonged or excessive odors are noted outside of the established field buffer zones, the Permittee shall take actions necessary to remedy the problem.

13. Action on Violations

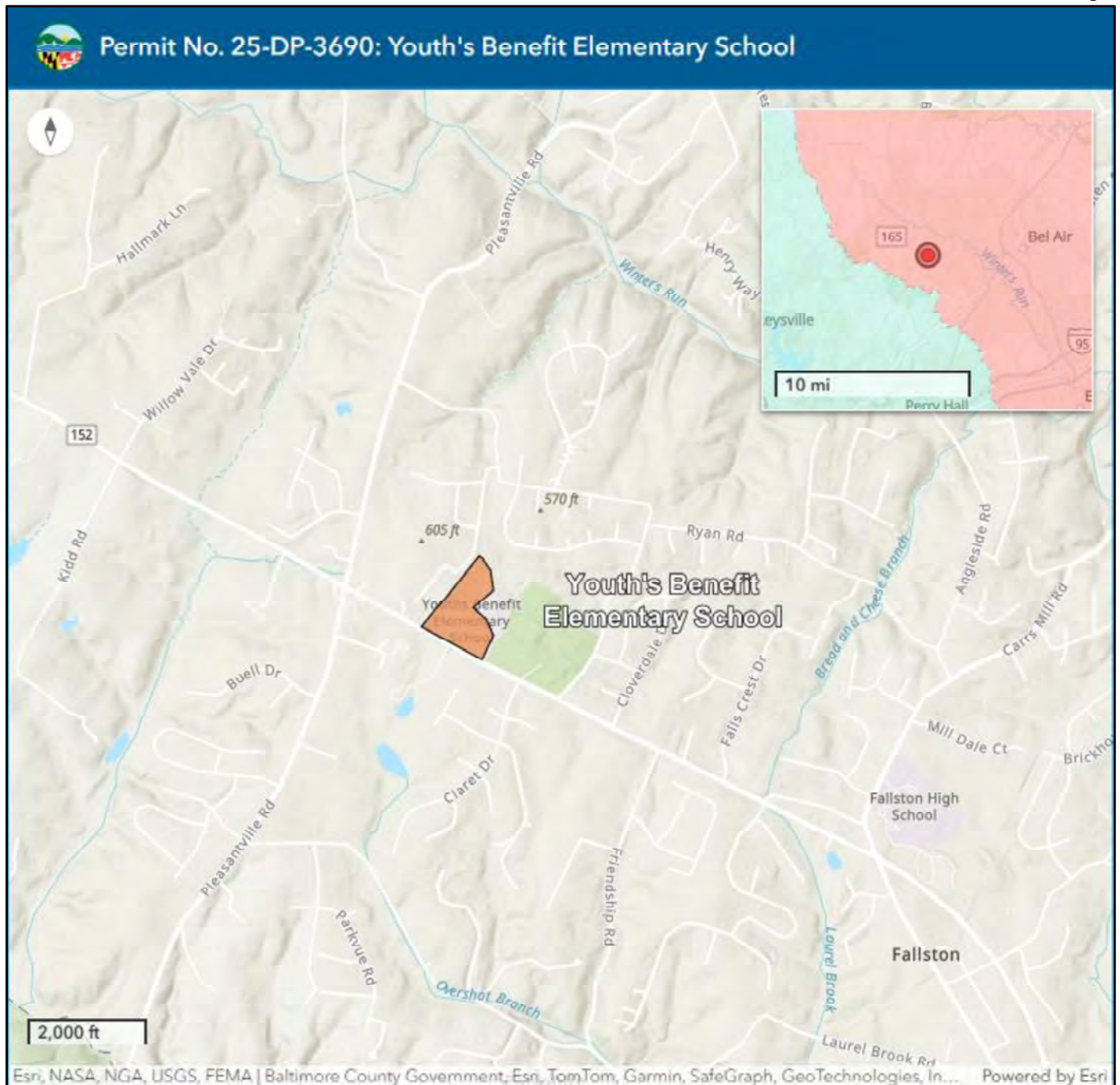
The issuance or reissuance of this permit does not constitute a decision by the State not to proceed in any administrative, civil or criminal action for any violations of State law or regulations occurring prior to the issuance or reissuance of this permit, nor a waiver of the State's right to do so.

14. Representative Sampling

Samples and measurements, if required herein, shall be taken at such times as to be representative of the quantity and quality of discharges during the specified monitoring periods.

Naomi Howell

Naomi Howell, Program Manager
Wastewater Pollution Prevention and Reclamation Program
Water and Science Administration



Map A. Site Map (Youth's Benefit Elementary School)



Map B. Locations of Monitoring Wells and Disposal Area(s)