

**APPENDIX A-1**

**LIST OF PUMP STATION SANITARY SEWER OVERFLOW STRUCTURES**

# Appendix A-1 Pump Station SSO Structures

11/22/2004

<u>Co. ID #</u>	<u>Type</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>Disposition</u>
89	PS	Bear Creek PS	500 Wise Avenue, Dundalk, MD 21222	HWA, WWLC
90	PS	Bear Creek Town PS	8608 Lynch Road, Dundalk MD 21222	HWA, WWLC
53	PS	Bengies PS	11425 Eastern Avenue, Middle River, MD 21220	HWA, WWLC
98	PS	Bread & Cheese PS	2601 North Point Boulevard, Dundalk, MD	HWA, WWLC
16	PS	Carroll Avenue PS	3406 Carroll Avenue, Randallstown, MD 21133	HWA
109	PS	Chesaco Park	301 Popular Avenue, Rosedale, MD 21237	HWA, WWLC
78	PS	Chesapeake Terrace PS	2212 Lincoln Road, Sparrows Point, MD 21219	HWA, WWLC
61	PS	Corsica Road PS	2208 Corsica Road, Essex, MD 21221	HWA, WWLC
66	PS	Country Ridge PS	600 Mansfield Road, Essex, MD 21221	HWA, WWLC
96	PS	Day Village PS	521 Avondale Rd., Dundalk, MD 21221	HWA
85	PS	Delmar PS	2801 Delmar Avenue, Sparrows Point, MD 21219	HWA, WWLC
69A	PS	Duck Creek PS	725 S. Riverside Drive, Essex, MD 21221	HWA, WWLC
97	PS	Dundalk PS	7908 Dundalk Avenue, Dundalk, MD 21222	HWA, WWLC
112	PS	East Point PS	8000 Eastern Blvd., Highlandtown, MD 21224	HWA, WWLC
87	PS	Edge Point PS	1706 Burnham Road, Dundalk, MD 21221	HWA
26	PS	Enchanted Hills PS	33 Enchanted Hills, Owings Mills, MD 21117	HWA
70	PS	Essex PS	326 Riverside Dr, Essex, MD 21221	HWA, WWLC
17	PS	Fieldstone PS	8808 Stonehaven Rd, Randallstown, MD 21113	HWA
72A	PS	Fort Howard PS	9210 Old Bay Road, Sparrows Point, MD 21219	HWA, WWLC
12	PS	Frederick Road PS	1809 Frederick Road, Catonsville, MD 21228	HWA, WWLC
94	PS	Gray Manor PS	7825 Trappe Road, Dundalk, MD 21222	HWA, WWLC
48	PS	Gunpowder PS	9301 Dundawan Road, Nottingham, MD 21236	HWA, WWLC
52A	PS	Harewood Park PS	6847 South River Dr., Middle River, MD 21220	HWA
132	PS	Hawthorne 1 PS	2100 Midthorne Rd, Middle River, MD 21220	HWA, WWLC
110	PS	Hawthorne 2 PS	600 Grovethorn Rd, Middle River, MD 21220	HWA, WWLC
63	PS	Helena Avenue PS	206 Helena Ave, Essex, MD 21221	HWA
65	PS	Hyde Park PS	1554 Galena Road, Essex, MD 21221	HWA
75	PS	Iroquois PS	7611 Iroquois Rd, Sparrows Point, MD 21219	HWA
15	PS	Kings Point PS	9701 Plowline Road, Randallstown, MD 21133	HWA, WWLC
76	PS	Lodge Forest PS	2315 Lodge Forest Rd., Sparrows Pt, MD 21219	HWA, WWLC
77	PS	Lodge Forest Manor PS	7725 Sparrows Pt Blvd., Sparrows Pt, MD 21219	HWA

<u>Co. ID #</u>	<u>Type</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>Disposition</u>
95	PS	Lyons Home PS	119 Fleming Drive, Dundalk, MD 21222	HWA
67	PS	Marilyn Avenue PS	528 S. Marilyn Ave., Essex, MD 21221	HWA, WWLC
68	PS	Marilyn Manor PS	979 Homberg Ave, Essex, MD 21221	HWA
83	PS	Masseth Avenue PS	2528 Masseth Avenue, Sparrows Pt, MD 21219	HWA
7	PS	McTavish PS	101 McTavish Avenue, Catonsville, MD 21228	HWA, WWLC
19	PS	Merrymount PS	3300 Ben Valley Road, Randallstown, MD 21133	HWA, WWLC
27	PS	Montrose PS	98 Montrose Road, Owings Mills, MD 21117	HWA
81	PS	North Point PS	3107 Sparrows Point Road, Edgemere, MD 21219	HWA, WWLC
91	PS	North Point Village PS	7618 New Battle Grove Road, Dundalk, MD 21222	HWA, WWLC
10	PS	Oak Forest Park PS	407 Seminole Ave, Catonsville, MD 21228	HWA, WWLC
88	PS	Old Battle Grove PS	7548 Old Battle Grove Rd, Dundalk, MD 21222	HWA, WWLC
50	PS	Oliver Beach PS	13206 Susquehanna Road, Middle River, MD 21220	HWA, WWLC
54	PS	Orems Road PS	51 Fenway North, Essex, MD 21221	HWA, WWLC
5	PS	Patapasco PS	4612 Annapolis Rd., Halethorpe, MD 21227	HWA, WWLC
74	PS	Penwood Terrace PS	8006 Penwood Avenue, Sparrows Point, MD 21219	HWA
64	PS	Prices Cove PS	28 Hilltop Ave, Essex, MD 21221	HWA
18	PS	Randallsstown PS	5401 Old Court Road, Gwynn Oak, MD 21244	HWA, WWLC
60	PS	Red House Run PS	1100 68th St & Lake Drive, Rosedale, MD 21237	HWA, WWLC
25	PS	Reisterswood PS	230 Cedarmere Circle, Owings Mills, MD 21117	HWA
92	PS	Shore Road PS	2054 Shore Road, Dundalk, MD 21222	HWA, WWLC
56	PS	Stansbury Manor PS	20 Dogwood Dr, Middle River, MD 21220	HWA, WWLC
29	PS	Statonwood PS	8514 Topping Road, Pikesville, MD 21208	HWA
57	PS	Sternmers Run PS	1100 Hengemihle Ave, Essex, MD 21221	HWA
30	PS	Stevenson PS	3305 Keyser Road, Pikesville, MD 21208	HWA
51	PS	Twin Rivers PS	13054 Harewood Road, Middle River, MD 21220	HWA
80	PS	Veronica Avenue PS	5402 Jarsey Avenue, Sparrows Point, MD 21219	HWA
79	PS	Waldman Avenue PS	7301 Waldman Avenue, Sparrows Point, MD 21219	HWA
93	PS	West Inverness PS	8403 Sandy Plains, Dundalk, MD 21222	HWA, WWLC
9	PS	Westwood PS	300 Parleight Road, Catonsville, MD 21228	HWA
49	PS	White Marsh PS	1235 Reames Road, Middle River, MD 21220	HWA, WWLC
55	PS	Wilson Point PS	1820 Wilson Point, Middle River, MD 21220	HWA
6	PS	Woodland Avenue PS	705 Woodland Dr., Halethorpe, MD 21227	HWA
11	PS	Woodwind PS	116 Woodwind Road, Catonsville, MD 21228	HWA

HWA	High Water Alarm
WWLC	Wet Well Level Chart

**APPENDIX A-2**

**LIST OF NON-PUMP STATION SANITARY SEWER OVERFLOW STRUCTURES**

## Appendix A-2 Non-Pump Station SSO Structures

11/22/2004

<u>Co. ID #</u>	<u>Type</u>	<u>Facility Name</u>	<u>Street Address</u>	<u>Disposition</u>
20	SSO	Abbie Place	3425 Abbie Place	FM
41	SSO	Aiken Place	7829 Aiken Avenue	FM
22	SSO	Alter Road	Alter Road & Southern Cross Road	FM
37	SSO	Anneslie Road	740 Anneslie Road	FM
40	SSO	Briarcliff Road	1828 Briarcliff Road	FM
117	SSO	Briarwood Road	Briarwood Road north of Frederick Ro	FM
120	SSO	Charles Street	422 Charles Street	FM
106	SSO	Croydon Court	7204 Croydon Court	FM
101	SSO	Dogwood Road	5424 Dogwood Road	FM
47	SSO	DuBois Avenue	3131 DuBois Avenue	FM
53	SSO	Eastern Avenue	3001 Eastern Avenue	CSM
99	SSO	Edmonson Avenue	5809 Edmonson Avenue	FM
3	SSO	Edmonson Lane & Lee Drive	2013 Edmonson Lane	CSM
1	SSO	Elm Road	1317 Elm Road	FM
115	SSO	Essex Avenue	3008 Essex Road	FM
73B	SSO	Fort Howard	Fort Howard at end of Avenue "A"	CSM
114	SSO	Gaither Road	3429 Gaither Road & Sunset Lane	CSM
69B	SSO	Marlyn Avenue Bridge	West side of bridge	CSM
113	SSO	Marnat Road	Marnat Road & Hatton Road	FM
119	SSO	McCurley Avenue	McCurley Avenue at Oak Court	CSM
103	SSO	Montbel Avenue	5434 Montbel Avenue	FM
14	SSO	Morehead Road	6036 Morehead Road	FM
73D	SSO	North Point Road	NW of 9243 North Point Road	CSM
116	SSO	Nunnery Lane & Frederick	Nunnery Lane north of Frederick Roac	FM
118	SSO	Overbrook Road	Overbrook Road near Medwick Garth	FM
36	SSO	Overbrook & Branbury Road	748 Overbrook Road	FM
24	SSO	Patterson Avenue	3902 Patterson Avenue	FM
121	SSO	Providence Road	806 Providence Road	CSM
44	SSO	Redwood Avenue	1810 Redwood Avenue	FM
31A	SSO	Rider Avenue	8206 Rider Avenue (rear)	FM
107	SSO	Ripple Road	3443 Ripple Road	FM
108	SSO	South Green Road	at North Green	FM
23B	SSO	Southern Cross	3909 Southern Cross	FM
23	SSO	Southern Cross Drive	Parsons & Southern Cross	FM
105	SSO	Sussex Road (Alley)	off Liberty Road (7120 Marston Road)	FM
104	SSO	Sussex Road (Bridge)	3601 Sussex Road	FM
128	SSO	Texas Avenue	3021 Texas Avenue	FM
73C	SSO	Todd Avenue	Todd Avenue & Cedar Avenue	CSM

LEGEND	
FM	Flow Metered
CSM	Cork Stick Monitored

**APPENDIX B**

**COLLECTION SYSTEM CONSTRUCTION PROJECTS**

**APPENDIX B**

**BALTIMORE COUNTY COLLECTION SYSTEM**

**CONSTRUCTION PROJECTS**

<b><u>Project Name</u></b>	<b><u>Description</u></b>	<b><u>Completion Date</u></b>
White Marsh Force Main	Replacement	6/30/07
Stemmers Run Force Main	Replacement	6/30/07
Herbert Run Interceptor Phase II	Replacement	6/30/08
Patapsco Interceptor	Rehabilitation	6/30/09
Wells Avenue	Rehabilitation	6/30/06

## **APPENDIX C**

### **PUMP STATION REPAIR, REHABILITATION, AND REPLACEMENT PROJECTS**



## APPENDIX C

### Baltimore County Pump Station Repair, Rehabilitation and Replacement Projects

#### Projects Needed to Correct Causes of Overflows (Last 5 Years)

<b>Pump Station</b>	<b>Description</b>	<b>Est. Cost</b>	<b>Completion</b>
White Marsh	Replacement	11.7M	6/30/07
Stemmers Run	Replacement	13.9M	6/30/07
Texas	Installation of new pumps, controls, motor control center, generator and HVAC	3.2M	10/31/06
Springdale "A"	New motor control center and generator	0.5M	6/30/06
Merryman's Br.	New motor control center and generator	0.5M	6/30/06
Edge Point	Installation of new pumps, piping, controls, valves, motor control center and structural changes	0.8M	12/31/06
Shore Road	Installation of new pumps, motor control center and generator. Site improvements, structural improvements and HVAC	0.8M	10/31/07
Lyons Home	Backup power and upgrade HVAC	0.5M	6/30/08
Country Ridge	Backup power and upgrade HVAC	0.5M	6/30/08
Day Village	Backup power and upgrade HVAC	0.5M	6/30/08
Lynch Point	Evaluate/replace force main	0.6M	9/30/06
Prices Cove	Evaluate/replace force main	0.4M	9/30/06
Kings Point	Installation of new pumps, motor control center, piping, valves, generator and HVAC	0.8M	1/31/07

**APPENDIX D**

**PUMP STATIONS BY TIER**

PUMPING STATION PRIORITY LIST

**Priority Code 1**

COCKEYSVILLE	PATAPSCO
DELMAR	RED HOUSE RUN
GRAY MANOR	STEMMERS RUN
GUNPOWDER	TEXAS
LONG QUARTER	WHITE MARSH

**Priority Code 2**

BEAR CREEK TOWN	LYONS HOLMES
BREAD & CHEESE	MERRYMAN'S BRANCH
DUCK CREEK	NORTH POINT VILLAGE
DUNDALK	OREMS ROAD
EAST POINT	RANDALLSTOWN
EDGE POINT	REISTERSWOOD
ESSEX	SPARROWS POINT
GREEN HILL COVE	SPRINGDALE 1
HAWTHORNE 1	SPRINGDALE 2
KINGS POINT	STEVENSON
LODGE FOREST	VERONICA AVENUE
LOVETON ESTATES	WOODLAND AVENUE

**Priority Code 3**

BACK RIVER NECK	MARLYN MANOR
BAURENSCHMIDT	MASSETH AVENUE
BEACHWOOD	MCTAVISH
BEACHWOOD ESTATES	MERRYMOUNT
BEACHWOOD NORTH	MIDDLE BACK RIVER NECK
BEAR CREEK	MILLERS ISLAND
BENGIES	MONTROSE
BIRD RIVER	NORTH POINT
BLENHURST	OAK FOREST PARK
BLETZER	OLD BATTLE GROVE
BOWLEYS QUARTERS	OLIVER BEACH
BUCHANAN	PENINSULA
CAMPUS HILLS	PENWOOD TERRACE
CAPE MAY	PRICES COVE
CARROLL AVENUE	PUTNAM GREEN
CEDAR BEACH	QUAD AVENUE
CHAPEL HILLS	REISTERSTOWN VILLAGE
CHESACO PARK	RETTMAN'S LANE
CHESAPEAKE TERRACE	ROSALIE AVENUE
CORSICA ROAD	ROSEBANK
COUNTRY RIDGE	SHORE ROAD
DAY VILLAGE	STANSBURY MANOR
ENCHANTED HILLS	STANTONWOOD
FIELDSTONE	SUE CREEK
FORGE ACRES	TEMPLEGATE
FORT HOWARD	THOMPSON BLVD.
FRANKLIN STATION	TURKEY POINT
FREDERICK ROAD	TWIN RIVERS
HAREWOOD PARK	VALLEY VILLAGE
HAWTHORNE 2	VOGTS LANE
HELENA AVENUE	WALDMAN AVENUE
HYDE PARK	WEST INVERNESS
IROQUOIS	WESTWOOD
LODGE FOREST MANOR	WILLOW AVENUE
LYNCH POINT	WILSON POINT
LYNHURST	WINDLASS RUN
MARINE OAKS	WOODWIND
MARLYN AVENUE	WYE ROAD

**APPENDIX E**

**PUMP STATION INSPECTION CHECKLISTS**

**Bureau of Utilities  
Pumping Division  
Pumping Station WEEKLY Certification Report**

Station: \_\_\_\_\_

Time: \_\_\_\_\_

Station Class: \_\_\_\_\_  
(Tier) (1 - 2 or 3)

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

- TASK NUMBER 1**  
**Wastewater Pumps/Shafts  
And Sump Pumps**
- Yes No N/A  
   Do they pump?  
   Excessive noise or vibration?  
   Lubricant leakage?  
   Check & adjust packing, if  
 necessary  
   Are pumps on automatic?

- TASK NUMBER 2**  
**Motor Controls and Motors**
- Yes No N/A  
   Do they run on hand?  
   Excessive noise or vibration?  
   Lubricant leakage?

- TASK NUMBER 3**  
**Auxiliary Power Units - Engines  
Generators/Right Angle Drives  
& Automatic Transfer Switch/  
Auxiliary Feeders**
- Yes No N/A  
   Check fluids & belts - fuel  
   Does it run on hand?  
   Simulate power failure  
 (check special operations notes)  
   Does the power transfer?  
   Do the emergency lights work?

- TASK NUMBER 4**  
**Air Compressor Unit  
and Controls**
- Yes No N/A  
   Bleed tank  
   Do they run on auto  
 (lead, lag)?  
   Leakage - air or fluids?

- TASK NUMBER 5**  
**Level Controls**
- Yes No N/A  
   Is station operating  
 normally?  
   Match chart patterns

- TASK NUMBER 6**  
**Variable Speed Motor  
Control Units**
- Yes No N/A  
   Check electrolyte level  
   Check temperature  
   VFD's operating normally?  
 (check special oper. notes)

- TASK NUMBER 7**  
**Hydraulic and Surge  
Relief Systems**
- Yes No N/A  
   Check hydraulic fluid level  
   Check leaks

- TASK NUMBER 8**  
**Valves - Checks, Cone  
Ball and Gate**
- Yes No N/A  
   Open, close  
   Leaks?

- TASK NUMBER 9**  
**Telemetry, Lighting and  
Emergency Light Circuits**
- Yes No N/A  
   10/12 signal and dialer  
   Are all telemetry lights lit?

- TASK NUMBER 10**  
**Odor Control Systems**
- Yes No N/A  
   Check levels  
 (check special operations note)

- TASK NUMBER 12**  
**Sump Pump & Controls**
- Yes No N/A  
   Check operation

- TASK NUMBER 13**  
**General Facility Maintenan**
- Yes No N/A  
   Secure

**EXPLAIN ANY PROBLEMS HERE:**

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**I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE AND CORRECT:**

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ORIGINAL: OFFICE FILE  
 YELLOW: CREW CHIEF  
 PINK: STATION

**BUREAU OF UTILITIES  
PUMPING DIVISION  
MECHANICAL MONTHLY INSPECTION REPORT**

<b>STATION:</b>	<b>OPERATOR:</b>
<b>DATE:</b>	<b>TIME:</b>
<b><u>TASK NUMBER 1</u></b> <b>Wastewater Pumps/Shafts and Sump Pumps</b> <b>YES NO N/A</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Pump down wet well, break suction, check well condition. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Check auto bleeder.	<b><u>TASK NUMBER 4</u></b> <b>Air Compressor Unit and Controls</b> <b>YES NO N/A</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect and clean air filters. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Inspect and clean regulators and pressure switches.

**TASK NUMBER 7**  
**Hydraulic and Surge Relief Systems**

*Surge Relief Systems*

- YES NO N/A**
- Check operation of system and make sure pump valves do not slam shut when pump is turned off.
- Air Valve Systems – inspect packing and add if needed; check for air leaks; grease drive gear; and check solenoids.

- YES NO N/A**
- Spring Valve Systems – inspect “O” rings for leaks; check levels in oil reservoirs, inspect & tighten all fittings and listen for any back surge.
- Tank System – inspect tank and level tubes; check all gauges; check operation of check valve; repack if needed, check air lines and operation of air pressure relief valve and clean.

*Hydraulic Systems*

- YES NO N/A**
- Inspect oil tank and oil lines for leaks.
- Inspect oil pump and oil pump motor; check operation and clean.
- Inspect air lines and solenoids for any leaks or other problems

**TASK NUMBER 10**  
**Odor Control Systems**  
**YES NO N/A**

Timing circuits.

Check hydrogen sulfide level.

Check stock.

**TASK NUMBER 11**  
**Air Vent and Heating Systems**  
**YES NO N/A**

Inspect ducts and louvers.

Inspect belts and pulleys.

Check limit switches, timers and related circuits.

**TASK NUMBER 12**  
**Sump Pump and Controls**  
**YES NO N/A**

Clean pit.

Check probes or sensors.

**TASK NUMBER 13**  
**General Facility Maintenance**  
**YES NO N/A**

Check influent line.

Grass/shrubs.

Empty all trash cans/clean inside of station.

**EXPLAIN PROBLEMS HERE:**

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**I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE AND CORRECT:**

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**BUREAU OF UTILITIES  
PUMPING DIVISION  
ELECTRICAL MONTHLY INSPECTION REPORT**

<b>STATION:</b>	<b>OPERATOR:</b>
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<b>DATE:</b>	<b>TIME:</b>
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**TASK NUMBER 2**  
**Motor Controls and Motors**  
**Motors**  
**YES NO N/A**  
   Use infrared for checking heat (look at devices).  
   Amp readings taken.

**Motor Controls**  
**YES NO N/A**  
   Inspect all breakers, starters, timers, relays & other elec. devices in motor control center for signs of overheating & breakdown. Tighten all loose wire connections.  
   Clean and inspect all motor starter contacts. Inspect and tighten all starter connections. Check coil for any signs of overheating. Check overloads for overheating and proper size.  
   Check for loose connections.  
   Vacuum out control cabinets.  
   Check limit switches/timers (lock out circuit).

**TASK NUMBER 3**  
**Aux. Power Units – Engines, Generators/Right Angle Drives & Automatic Transfer Switch/Auxiliary Feeders**  
**YES NO N/A**  
   Check connections.  
   Inspect all breakers, timers, relays & other electrical devices for signs of overheating & breakdown.  
   Tighten all loose wire connections.  
   Infrared scan.

**TASK NUMBER 5**  
**Level Controls**  
**YES NO N/A**  
   Check and adjust all levels – primary and backup.  
   Check high water.  
   Check red cap.  
   Check low waters.  
   Are levels correct?  
   Check labeling.

**TASK NUMBER 6**  
**Variable Speed Motor Control Units**  
**Flomatcher**  
**YES NO N/A**  
   Record PEAK R.P.M. of variable speed motor; check if motor will run at 95% of nameplate R.P.M.  
   Inspect air system using soap solution to check for air leaks; check air conn. & the tubes in wet well.

**VFD Units**  
**YES NO N/A**  
   Check fault history  
   Check wiring for hot spots or if burned.  
   Check for proper labeling.

**TASK NUMBER 8**  
**Valves – Checks, Cone, Ball and Gate**  
**YES NO N/A**  
   Check open and close times.  
   Check rapid close system.  
   Lock out alarm circuit.

**TASK NUMBER 9**  
**Telemetry, Lighting and Emergency Light Circuits**  
**YES NO N/A**  
   Check all telemetry circuits for proper operation.  
   Test all emergency lights  
   Check circuit labeling.  
   Check ground faults.

**TASK NUMBER 11**  
**Air Vent and Heating Systems**  
**YES NO N/A**  
   Inspect ducts and louvers.  
   Inspect belts.  
   Inspect pulleys.  
   Check limit switches, timers and related circuits.

**TASK NUMBER 12**  
**Sump Pump and Controls**  
**YES NO N/A**  
   Clean pit.  
   Check probes or sensors.

**TASK NUMBER 13**  
**General Facility Maintenance**  
**YES NO N/A**  
   Check influent line.  
   Grass/shrubs.  
   Empty all trash cans/clean inside of station.

**EXPLAIN ANY PROBLEMS HERE:**

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**I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE AND CORRECT:**

**BUREAU OF UTILITIES  
PUMPING DIVISION  
MECHANICAL SEMI-ANNUAL AND ANNUAL INSPECTION REPORT**

<b>STATION:</b>	<b>OPERATOR:</b>
<b>DATE:</b>	<b>TIME:</b>

**TASK NUMBER 1**  
**Wastewater Pumps/Shafts and Sump Pumps**  
*Annually*  
*Centrifugal Pumps*  
**YES NO N/A**  
   Replace packing, inspect sleeve and packing glands.  
   Pump test and adjust clearance of impeller.

**TASK NUMBER 4**  
**Air Compressor Unit and Controls**  
*Annually*  
**YES NO N/A**  
   Change oil.  
   Check pop-off (pressure relief valve).

**TASK NUMBER 7**  
**Hydraulic and Surge Relief Systems**  
*Semi-Annually*  
*Surge Relief Systems*  
**YES NO N/A**  
   Inspect check valves; clean and/or repair.  
  
*Hydraulic Systems*  
**YES NO N/A**  
   Inspect systems electrical circuits; check operations of circuits and tighten any loose connections.

**TASK NUMBER 10**  
**Odor Control Systems**  
*Annually*  
**YES NO N/A**  
   Diaphragms in pumps.  
   Check timers.  
   Prepare for season maintenance.

**TASK NUMBER 11**  
**Air Vent and Heating Systems**  
*Annually*  
**YES NO N/A**  
   Lubricate motors.  
   Clean.

**TASK NUMBER 12**  
**Sump Pump and Controls**  
*Annually*  
**YES NO N/A**  
   Check pipe and valves.

**TASK NUMBER 13**  
**General Facility Maintenance**  
*Annually*  
**YES NO N/A**  
   Paint.  
   Inspect, clean and lubricate chain falls.

**EXPLAIN PROBLEMS HERE:**

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**I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE AND CORRECT:**

ORIGINAL: OFFICE FILE

YELLOW: CREW CHIEF

PINK: STATION



**BUREAU OF UTILITIES  
PUMPING DIVISION  
ELECTRICAL SEMI-ANNUAL AND ANNUAL INSPECTION REPORT**

<b>STATION:</b>	<b>OPERATOR:</b>
<b>DATE:</b>	<b>TIME:</b>

**TASK NUMBER 2**  
**Motor Controls and Motors**  
*Semi-Annually*  
*Motor Controls*  
**YES NO N/A**  
   Check for neatness and proper labeling.

*Annually*  
*Motor Controls*  
**YES NO N/A**  
   Inspect, calibrate and certify all motor protection relays.

**TASK NUMBER 3**  
**Aux. Power Units – Engines, Generators/Right Angle Drives & Automatic Transfer Switch/Auxiliary Feeders**  
*Annually*  
*Automatic Transfer Switch/Auxiliary Feeder*  
**YES NO N/A**  
   Disassemble – check all contacts.  
   Test, certify and PM. Calibrate main breaker.

**TASK NUMBER 5**  
**Level Controls**  
*Semi-Annually*  
**YES NO N/A**  
   Inspect condition of wet well. Are all air lines and connections on?

**TASK NUMBER 6**  
**Variable Speed Motor Control Units**  
*Semi-Annually*  
*Flomatcher*  
**YES NO N/A**  
   Vacuum out control cabinet and clean all components within.  
   Inspect circulator pump for proper operation; check for water leaks and any trapped air in system.  
   Inspect wire and lugs; on top of load cell; check to see if lugs or wire are loose or burned.

*VFD Units*  
**YES NO N/A**  
   Clean/vacuum out control cabinets.  
   Check signal integrity and loss of signal.

**TASK NUMBER 8**  
**Valves – Checks, Cone, Ball and Gate**  
*Semi-Annually*  
**YES NO N/A**  
   Clean control cabinet; inspect cabinet controls and wiring.

**TASK NUMBER 9**  
**Telemetry, Lighting and Emergency Light Circuits**  
*Annually*  
**YES NO N/A**  
   Vacuum out lighting panel.  
   Thermal imaging.

**TASK NUMBER 11**  
**Air Vent and Heating Systems**  
*Annually*  
**YES NO N/A**  
   Lubricate motors.  
   Clean.

**TASK NUMBER 12**  
**Sump Pump and Controls**  
*Annually*  
**YES NO N/A**  
   Check pipe and valves.

**TASK NUMBER 13**  
**General Facility Maintenance**  
*Annually*  
**YES NO N/A**  
   Paint.  
   Inspect, clean and lubricate chain falls.

**EXPLAIN ANY PROBLEMS HERE:**

---



---



---

**\* CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE AND CORRECT:**

---

**APPENDIX F**

**PUMP STATION REPAIR PRIORITY RANKING SYSTEM**

**Priority System for Pump Station  
Maintenance/Repair Scheduling**

Station Class	Wet and/or Dry Weather Capacity Impaired	Wet Weather Capacity Available	Wet Weather Capacity Available	Preventative Maintenance	Capital Projects
	Backup equipment unavailable	Backup contingencies can be made	Full backup available	Scheduled Repair  Testing  All systems fully operational	Facility Maintenance  All systems fully operational
Tier I	4	3	3	2	1
Tier II	4	3	2	2	1
Tier III	4	3	2	1	1

**Legend:**

- 4 - **Urgent Repair.** Use emergency confirming purchase requisition to obtain needed parts/materials. Work overtime around the clock to complete repair when appropriate.
- 3 - **Priority Repair.** Obtain parts/materials through competitive purchase, expedite delivery. Work overtime when deemed efficient to complete job.
- 2 - **Routine Repair.** Scheduled maintenance. Standard purchase procedures utilized. Use overtime sparingly to maintain preventative maintenance crew/manning.
- 1 - **Capital Project Upgrades / Facility Maintenance.** Station operation not affected. No overtime.

**APPENDIX G**

**UTILITIES MANAGEMENT APPLICATION CONTRACT**

**CONTRACT**

This Contract is made

**BETWEEN**

**RJN Group, Inc.  
200 West Front Street  
Wheaton, IL 60187  
(the "Contractor")**

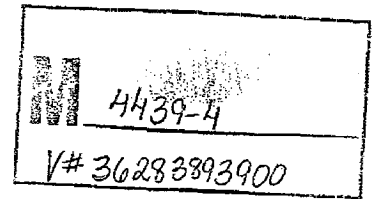
**AND**

**BALTIMORE COUNTY, MARYLAND  
400 Washington Avenue  
Towson, Maryland  
21204-4665  
(the "County")**

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BALTIMORE COUNTY, MARYLAND  
CONTRACT



THIS AGREEMENT made this 1 day of MARCH, 2004, (the "Agreement") is by and between Baltimore County, Maryland, a body corporate and politic, (hereinafter "County" or "Client") and **RJN Group, Inc., 200 West Front Street, Wheaton, IL 60187** (hereinafter the "Contractor" or "RJN").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to perform all services, in strict and entire conformity with this Agreement and with Attachments A through E, and any Purchase Order subsequently issued, the **Request for Proposal, No. 204510, the response and any amendments or revisions thereto, all of which are attached hereto and incorporated herein (collectively, the "Bid")**.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for services rendered in accordance with this Agreement, the other attachments hereto and if applicable, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services outlined in the Attachments hereto. The Contractor's services will be provided with due care and in a manner satisfactory to the County and in accordance with all applicable professional standards.

2. **Compensation.**

2.1 **In consideration of the services to be provided by the Contractor, the County shall pay the Contractor the agreed upon prices set forth in the Bid and attached hereto in specific detail as Attachment B.**

2.2 The Contractor shall submit invoices to the County as indicated on Attachment B. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- Services performed during the preceding billing period

All invoices shall be submitted in duplicate to Baltimore County, Disbursements Section, 400 Washington Avenue, Room 148, Towson, MD 21204. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

2.3 In no event shall the compensation paid to the Contractor exceed the sum of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) during the Initial Term of this Agreement, as defined below; provided, however, that the County may entertain a request for escalation in any year subsequent to the first year in accordance with Paragraph 5 of the Request For Proposal. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of Seven Hundred Fifty-Two Thousand Dollars and No Cents (\$752,000.00) during the entire term of this Agreement including renewals thereof.

3. Term.

3.1 This Agreement shall be effective when executed by Baltimore County. Except in the event of certain terminations in accordance with the terms of the Agreement, the license granted hereunder shall remain in effect in perpetuity. The Maintenance and Support Agreement (Attachment D) shall remain in effect for one hundred eighty (180) days after County's Final Acceptance of the Software (hereinafter defined as the "Initial Term").

3.2 The County reserves the right to renew the Maintenance and Support Agreement for four (4) one year periods (each a "Renewal Term") on the same terms and conditions set forth in the Maintenance and Support Agreement and herein. The County will automatically renew at the end of the Initial Term and each renewal term (except the last) unless it provides notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation, and manner of payment set forth in Paragraph 2 shall remain as is including the maximum amount of compensation available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.



4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a corporation duly formed and validly existing under the laws of the State of Illinois and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he is the person set forth in the Procurement Affidavit with the authority to execute this Agreement on the Contractor's behalf.

4.4 The professional services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Procurement Affidavit and the Bid response remain true and correct in all respects.

5. **Termination for Convenience.**

The County may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.1 In the event of termination without cause the Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

The Contractor shall be required to provide insurance required by the County pursuant to the attached insurance requirements in the form and in amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the

attached insurance requirements and this Agreement, the provisions of this Agreement shall prevail.

7. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, contained in this Agreement, and if applicable, the Bid shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services hereunder are not performed in good faith.

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

8. **Remedies for Default.**

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

1. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
2. To suspend the Contractor's authority to receive any undisbursed funds; and/or
3. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations or this Agreement.

8.2 **Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion.** If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy

shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

11. **Conflict of Interest.**

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the County thereof.

12. **Assignment.**

Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. **Indemnification.**

The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not

incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Fee Prohibition.**

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

17. **No Partnership.**

Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Waiver of Jury Trial.**

**THE CONTRACTOR AND THE COUNTY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE COUNTY AND/OR THE CONTRACTOR ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE COUNTY AND THE CONTRACTOR AND THE COUNTY AND THE CONTRACTOR HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE COUNTY AND THE CONTRACTOR FURTHER REPRESENT AND WARRANT THAT THEY HAVE BEEN REPRESENTED OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER, BY LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

19. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

20. **Conflicting Terms.**

20.1 The Contractor acknowledges that any Purchase Order issued on or after

the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

20.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

21. **Severability.**

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

22. **Time is of the Essence.**

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

23. **Funding.**

The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

24. **Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate Counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

25. **Ownership of Goods.**

All finished or unfinished work, reports, or goods that are the subject of this Agreement, shall be and shall remain the property of the County.

26. **Discrimination Prohibited.**

26.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not discriminate against persons because of race, creed, color, sex, age, political affiliation, marital status, religion, national origin or disability.

26.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

26.3 The Contractor shall not deny any person participation in, or the benefits of any program or activity related to this Agreement on the basis of race, creed, color, sex, age, political affiliation, marital status, religion, national origin, or disability.

27. **Reports / Information/Inspections/and Audits.**

27.1 Reports produced for the County under this contract should be on recycled

and recyclable paper printed on both sides.

27.2 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection by the County, its employees or agents, all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits.

28. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

**FOR THE COUNTY:**

**Director, Department of Public Works  
111 W. Chesapeake Avenue, Towson, Maryland 21204**

**FOR THE CONTRACTOR:**

**Robert A. Snodgrass  
RJN Group, Inc.  
200 West Front Street, Wheaton, Illinois 60187  
630-682-4700 x352**

29. **Political Contribution Disclosure Affirmation**

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration of at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

30. **HIPAA. § Compliance With Federal HIPAA And State Confidentiality Law**

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of

Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.*, MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and

2. Providing good management practices regarding all health information and medical records.

B. If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, the selected offeror must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Baltimore County Office of Law, may withdraw the recommendation for award and make the award to the next qualified offeror.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

31. **No Waiver, Etc.**

No failure or delay by the County to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

RJN Group, Inc.  
Federal Identification No. 362838939

Donald H. Spitzer

By: Alan J. Hollenbeck (SEAL)  
Alan J. Hollenbeck, P.E.  
President and CEO

WITNESS:

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

Donna Morrison

By: Anthony G. Marchione  
Anthony G. Marchione  
Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

Patricia Speer 02-24-04  
OFFICE OF THE COUNTY ATTORNEY 17605

\*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND APPROVED:

Thomas G. Iler  
Thomas G. Iler  
Office of Information Technology

REVIEWED AND APPROVED:

Edward C. Adams, Jr.  
Edward C. Adams, Jr.  
Department of Public Works

Revised: 0403

<b>OFFICE OF BUDGET &amp; FINANCE</b>	
FUNDS TOTALLING \$ <u>146,201.00</u> ARE AVAILABLE AND ENCUMBERED IN THE CURRENT FISCAL YEAR. THE UNENCUMBERED BALANCE PAYABLE PURSUANT TO THE CONTRACT IS \$ <u>178,799.00</u> .	
<u>[Signature]</u> DEPUTY DIRECTOR FOR FINANCE	<u>2/20/04</u> DATE

Be MK 030-070-7802-0512



**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the President and CEO and the duly authorized representative of RJN Group Inc. (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

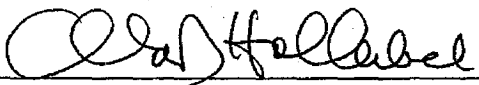
**B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated February 19, 2003, and executed by (me) (Alan J. Hollenbeck) for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND 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: 02/12/04

By:   
Name: Alan J. Hollenbeck, P.E.  
Title: President and CEO  
(Authorized Representative and Affiant)

Revised 04/03

## **ATTACHMENT A TO AGREEMENT**

### **SERVICES TO BE PERFORMED**

#### **Utilities Infrastructure Management Application**

Contractor shall provide to the County and shall be responsible for the installation, implementation, integration, training, maintenance and support of CASSWORKS, an automated system for managing Emergency Sewer Service, Tele-Jet, Inflow and Infiltration and Construction Units information and activities and to provide integration of related activities in the Bureau of Engineering for sanitary sewer and storm drain design. CASSWORKS will automate the logging, data capture, tracking, reporting, history, and processes, and will provide a "real-time" link to GIS for viewing, creating, updating, and analyzing utility information, and share data within Public Works and other county agencies – all as further described in the attached Software License Agreement, Maintenance Support Agreement and Software Source Code Escrow Agreement, each of which is incorporated herein.

Software licenses - 22 concurrent user licenses of CASS WORKS and one user license for 22 named users of CASS VIEW. Delivery and installation of software and verification of its successful operation as determined solely by the County includes up to ten person/days on-site for project initiation tasks and software installation and up to one hundred hours for support services and project management. Training, includes up to 15 days of training on-site over 4 trips. Software basic training, advanced procedure training, and system administrator training are all covered.

#### **Customized Infrastructure**

Software includes up to six days for design workshops for GIS integration, keystroke integration, WinCan Integration, and any CASS WORKS enhancements necessary to meet the project requirements. Services to support the data translation effort, programming for integration routines, and program enhancements as required to meet the project requirements will be delivered using an estimated 500 person/hours. Data translation efforts will include appropriate digital data to be translated into the system based on data review and assessment activities. Hours are estimates and may be modified as a result of the design workshops. Up to two days for installation and testing is also included. It is anticipated that only data translation services will be provided in the first phase of the project.

Maintenance and support of Infrastructure software is based on 20% of the total licenses in force, billed annually. Support services include telephone support during the pilot testing period, two days for Pilot evaluation and production planning, and three days of on-site support time for the initial production use of the system.

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE REQUEST FOR PROPOSAL 204510 AND THE BID.

Revision Date: 04/03

**Attachment B to Agreement**

# Baltimore County Bureau of Utilities

## Utilities Infrastructure Management System

### RJN Project Task Details

#### Commodity Code: 209-41-030706

Software Infrastructure Management System	Qty	Units
CASS WORKS Sewer Maintenance Management	1	Module
CASS WORKS Storm Maintenance Management	1	Module
CASS WORKS Physical Inspection Management	1	Module
CASS WORKS System Management Module	1	Module
CASS WORKS Additional Concurrent Users	22	Users
CASSView	22	Users

#### Commodity Code: 209-41-030707

Training for Infrastructure Software	Qty	Units
Essentials Training	2	Days
System Administrator Training	2	Days
Work Order and Warehouse Procedure Training	6	Days
CASSView Training	2	Days
Production Training	3	Days
Direct Expenses / Phone Conference	4	Hours
Direct Expenses / Trip	4	Trips
Direct Expenses / Days	15	Days

#### Commodity Code: 209-41-030709

Implementation of Infrastructure Software	Qty	Units
Project Setup	2	Hours
Preparation	12	Hours
Initiation Workshop- System and Data Review / Notes GIS, WinCam, KeyStroke, Data Sources Work Order and Warehouse Procedure Review	8	Days
Installation and Testing	2	Days
Workshop and Meeting Notes	40	Hours
Project Management	60	Hours
Direct Expenses / Phone Conference	10	Hours
Direct Expenses / Trip	3	Trips
Direct Expenses / Days	10	Days

#### Commodity Code: 209-41-0307011

Customize Infrastructure Management Software	Qty	Units
Data Translation Routines and Testing Round One	120	Hours
Data Translation Routines and Testing Round Two	30	Hours
GIS Customization Design Meeting	2	Days
WinCam Customization Design Meeting	1	Days
KeyStroke Customization Design Meeting	1	Days
CASS WORKS Customization Design Meeting	2	Days
GIS Interface Programming	120	Hours
WinCam Interface Programming	30	Hours
KeyStroke Interface Programming	40	Hours
CASS WORKS Programming	70	Hours
Testing	60	Hours
Installation and Testing	2	Days
Direct Expenses / Phone Conference	2	Hours
Direct Expenses / Trip	3	Trips
Direct Expenses / Days	8	Days

## Attachment B

**Commodity Code: 209-41-030708****Maintenance of Infrastructure Software**

CASS WORKS Annual Maintenance and Support

Qty	Units
15%	% of Total

**Commodity Code: 209-41-0307010****Support for Infrastructure Management Software**

Training Support Phone

Qty	Units
20	Hours

Evaluation Session

2	Days
---	------

Production Support

3	Days
---	------

Reports Programming and Assistance

40	Hours
----	-------

Direct Expenses / Phone Conference

4	Hours
---	-------

Direct Expenses / Trip

3	Trips
---	-------

Direct Expenses / Days

8	Days
---	------

**Optional Products and Services****Commodity Code: 209-41-030706****Software Infrastructure Management System**

Qty	Units	Rate
-----	-------	------

CASS WORKS Plant Maintenance Management

1	Module	4,500.00
---	--------	----------

CASS WORKS Pavement Maintenance Management

1	Module	4,500.00
---	--------	----------

CASS WORKS Additional Concurrent Users

1	Users	1,000.00
---	-------	----------

CASSView (per PC)

1	Users	1,250.00
---	-------	----------

All prices offered in herein shall be firm against any increase for 2 years from the effective date of this Agreement. Thereafter the COUNTY may, in its sole discretion, purchase additional user licenses at a price mutually agreed upon by the parties hereto.

**Commodity Code: 209-41-030707****Training for Infrastructure Software**

Training (On-Site)

Qty	Units	Rate
2	Days	1,700.00

**Commodity Code: 209-41-030709****Implementation of Infrastructure Software**

Clerical Personnel (Hourly)

Qty	Units	Rate
1	Hours	60.00

Consulting and Professional Services (Hourly)

1	Hours	125.00
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**Commodity Code: 209-41-0307011****Customize Infrastructure Management Software**

Consulting and Professional Services (Hourly)

Qty	Units	Rate
1	Hours	125.00

Testing and Quality Assurance (Hourly)

1	Hours	100.00
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**Commodity Code: 209-41-0307010****Support for Infrastructure Management Software**

Special Projects Support (Hourly)

Qty	Units	Rate
1	Hours	125.00

Consulting and Professional Services (On-Site)

2	Days	1,700.00
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**Estimated Rate for Direct Expenses**

Direct Expenses / Phone Conference

1	Hours	18.00
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Direct Expenses / Trip

1	Trips	500.00
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Direct Expenses / Days

1	Days	250.00
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Direct expenses for travel, per diem, and materials have been estimated in the project total. Direct expenses will be charged as cost to the appropriate commodity code unless otherwise instructed.



**Attachment C to Agreement**  
**RJN GROUP PROGRAM LICENSE AGREEMENT**

Subject to the following terms and conditions, RJN Group, Inc. referred to as "Contractor" or "RJN" and Baltimore County, Maryland, referred to as the "County" or "Client" hereby enter into this RJN Group Program License Agreement "License" and agree as follows:

**DEFINITIONS:** As used in this License:

I. "Acceptance" or "Final Acceptance" means:

A. Functional Acceptance: After RJN has installed the applicable Phase Software the Client shall have a period of thirty (30) calendar days ("Acceptance Testing Period") to verify that the applicable Phase Software substantially conforms to the terms of the Agreement and is suitable to be put into production use (the "Functional Acceptance"). The acceptance criteria for the Software (the "Acceptance Criteria") shall be jointly developed and mutually agreed in writing by the Client and RJN no later than thirty (30) days in advance of the scheduled Acceptance Testing Period. If, during the Acceptance Testing Period, the Client determines that the applicable Phase Software does not meet the agreed upon Acceptance Criteria, the Client shall notify RJN in writing, and RJN shall modify or correct the applicable Phase Software (as the case may be) so that it satisfies the Acceptance Criteria within the Acceptance Testing Period (such Acceptance Testing Period to be extended as may be required to permit the Client to test the resolution provided for a period of fifteen (15) calendar days), unless both parties agree a further extension is necessary. Upon the Functional Acceptance, RJN and the Client will agree upon a firm Production Start Date. In the event the Client has provided its Functional Acceptance but chooses not to implement the applicable Phase Software on the Production Start Date, the Client agrees and acknowledges that all services performed and any expenses necessarily and actually incurred by RJN between the scheduled Production Start Date and the actual Production Start Date (and in connection with the applicable Phase Software) shall be considered a change order and subject to time and materials charges;

AND

B. Production Acceptance: Shall be provided not later than sixty (60) days from Functional Acceptance according to the following. In the event the Go-Live for the applicable Phase Software occurs and the Client has not reported any Severity Level 1 or 2 incidents to RJN, the Client shall, within the following five (5) business days certify in writing its Production Acceptance of the applicable Phase Software. If, during the thirty (30) day period after the Production Start Date of the applicable Phase Software, any bona fide Severity Level 1 or 2 incidents do occur, the parties agree that the thirty (30) day period shall be extended only by the number of calendar days as may be required to permit the Client to test the resolution provided for a period of fifteen (15) calendar days. Should the Client fail to report any Severity Level 1 or 2 incidents and also fail to certify Production Acceptance within the above prescribed time frames, the applicable Phase Software shall be deemed to be finally accepted.

II. "Maintenance Agreement" means the Maintenance and Support Agreement of even date herewith executed by and between RJN and the Client, incorporated herein and attached hereto for reference.

III. "Source Code Escrow Agreement" means the Master Preferred Agreement to be entered into by and among RJN, the Client, and Escrow Agent, in the form attached hereto as Attachment E, with RJN responsible for all fees and costs thereunder and Client responsible for

reimbursing RJN for all such fees and costs pursuant to this Agreement. Attachment E is incorporated herein and attached hereto for reference and is to be executed simultaneous with or immediately after the execution of this Agreement.

IV. "Documentation" means user manuals, reference guides, training materials, release notes, on-line help and other materials in printed or electronic form, which facilitate use of the Software.

V. "Escrow Agent" means: DSI Technology Escrow Services, Inc. PO Box 45156, San Francisco, CA 94145-0156, (415)-398-7900.

VI. "Go-Live" means the date that is thirty (30) days after the Production Start Date.

VII. "Production Start Date" means the date that the applicable Phase Software is brought on-line and used to perform a process Client's data or functions in Client's actual operations.

VIII. "Services" means (i) compilation, testing, packaging and delivery of the Software and Documentation, (ii) project management, (iii) and user Training and Implementation Assistance and (iv) support and assistance from the Production Start Date as may be set forth in any project plan.

IX. "Agreement" means the Contract Agreement executed by RJN and the Client of even date herewith, incorporated herein and attached hereto for reference.

X. "Programs" means the Software and the Documentation.

XI. "Phase I" means the Programs to be provided by RJN to Client as further described in Attachment B of the Agreement attached hereto and incorporated herein.

XII. "Phase II" means the Programs to be provided by RJN to Client as further described in Attachment B of the Agreement attached hereto and incorporated herein.

XIII. "Severity Level One" means the Software is totally inoperative or the use of the Software for processing transactions is not possible.

XIV. "Severity Level Two" means the Software is impaired to the extent that critical functions are inoperative, that impact the Client's ability to perform basic operations or business functions.

XV. "Severity Level Three" means the Software is impaired to the extent that some non-critical functions are not operating.

XVI. "Training" means basic Software training, advanced procedure training and system administrator training as is further described in the Bid.

XVII. "System" or "Operating System" shall mean the Client system designed to control the hardware of a specific data-processing system for users and application programs; Operating System also controls the execution of programs; provides services, including but not limited to, resource allocation, scheduling, input/output control, and data management.

XVIII. "Software" means the proprietary software Computer Aided Support Systems (CASS WORKS®) a utilities infrastructure management application designed to automate processes and to log, track and analyze work performed. The core functions include database access, Graphical User Interface (GUI), menu selection, screen operations, query capabilities and reporting options,



system administration and configuration, and data integration functions. The Software includes CASS VIEW, a GIS deployment tool providing direct access to GIS and CASS WORKS and custom features.

XIX. "Implementation Assistance" shall mean the on-site professional services rendered by RJN in support of the live operation of the Software, beginning with Production Start Date.

1. SOFTWARE

RJN sells and licenses the Software.

2. LICENSE

The Client is hereby granted a perpetual license to utilize the Programs in accordance with this License. The perpetual license is for twenty-two (22) concurrent users of CASS WORKS and one user License for CASSView for up to twenty-two (22) named users.

Client may not permit concurrent access to the Program by more than the number of users as shown above for which the License was ordered. Transfer of Program except for temporary use in case of a computer malfunction is prohibited. Transfer of Program to a higher capacity computer, and/or upgrade to use by additional concurrent users is subject to payment of a transfer or upgrade fee as specified in the applicable RJN Price List. Client may not use the Program for commercial timesharing, rental or service bureau use. The Program may not be transferred, sold, assigned, or otherwise conveyed to another party. Transfer of the Program outside the country in which delivery is taken by Client is not permitted without RJN's prior written consent. Client agrees not to cause or permit reverse engineering, disassembly, or decompilation of the Program and prohibits duplication of the programs except for a single backup or archival copy or as otherwise provided herein. Client agrees not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Program.

3. COPYING RESTRICTIONS

The Program is the proprietary product of RJN and is protected by copyright law. Client may make one copy of the Program for backup purposes and may also use the Program in separate development, testing, training and production environments; other copies shall be made only to the extent of the number of licensed users as shown above or as otherwise provided herein.

4. RJN'S RIGHTS

By virtue of this Agreement, Client acquires only the right to use the Program and does not acquire any rights of ownership of the Program or the media upon which it is embodied. RJN shall at all times retain all rights, title, and interest in the Program and the media.

5. INDEMNIFICATION

RJN warrants that it has all legal rights necessary to make the grant of license herein by having all ownership, right, title and interest in and to the Program or as legally authorized licensee of all such necessary rights from the owner thereof. RJN shall defend, indemnify and hold Client harmless against all liability to any third party arising from the alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the grant of a license to the Client for the Program under this Agreement.

If a claim is made by a third party that use of the Program or any portion thereof infringes a U.S. patent, copyright or trade secret, upon receipt of Client's written notice of such claim, RJN will have the option, in RJN's sole discretion, to: (i) replace the Program with software or a system that is non-infringing, (ii) modify the Program system to make it non-infringing, or (iii) remove same and refund to Client all Fees paid for same after deduction of an appropriate charge based on actual use by Client prior to such removal. Notwithstanding the above, RJN shall indemnify, defend and hold harmless Client against claims by any such third party that the Program or a portion thereof infringes a U.S. patent, copyright or trade secret, unless the infringement results from Client's act or omission not authorized by or permitted by this License.

## 6. TRAINING AND IMPLEMENTATION ASSISTANCE

Training will be conducted on-site using the Client's System and data and includes fifteen (15) days of Training over four (4) trips.

RJN agrees to provide qualified staff for Training and Implementation Assistance of Client. RJN shall provide its reasonable best efforts to minimize disruption at the Client's site during RJN's performance of the Services. RJN shall perform all Services in a skillful, competent, professional manner.

RJN shall designate a project manager (the "RJN Project Manager"), use its reasonable best efforts to adhere to a project plan (as described in Schedule B of the Agreement and the Bid) and updates thereto; and complete any and all data conversions prior to the applicable Phase Production Start Date. RJN hereby designates Mr. Scott Rebman as the RJN contact for Implementation Assistance. RJN shall provide Client with Documentation and hereby grants Client the right to copy (at the expense of Client) or reproduce Documentation furnished pursuant to this License, at no additional charge.

RJN shall notify Client prior to RJN's incurrence of any expenses. Thereafter, if approved by the Client, expenses will be paid upon Client's receipt of itemized receipts for such expenses. In addition to travel and accommodations, it is the understanding of Client that per diem expenses of RJN's employees are included in expenses. Total daily expense for lodging, meals and entertainment shall not collectively exceed One Hundred Eighty-Three Dollars (\$183.00) per day. All expenses incurred by RJN under the Agreement are included in the costs and commodity items described in Schedule B to the Agreement. No additional costs or expenses beyond those shown in Schedule B shall be incurred by the Client for RJN expenses and to achieve Final Acceptance under the Agreement without the prior written approval of the Director, Department of Public Works.

## 7. TERMINATION

Client may terminate this Agreement at any time. RJN may terminate this Agreement if the Client materially breaches any of its terms and conditions. Upon Client's termination for convenience or termination for default due to a material breach of Client, Client shall cease using the Program and shall return to RJN all copies of the Program including all modifications and merged portions in any form.

The following shall constitute a material breach and/or event of default under this License:

- (a) if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy,

- receivership, or liquidation is instituted against the other party and is not dismissed within 90 days following commencement thereof; or
- (b) if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefor; or
  - (c) if either party breaches the prohibition against disclosure of confidential information as set out in the Agreement; or
  - (d) RJN defaults under the Agreement, License, the Maintenance Agreement or Source Code Escrow Agreement; or
  - (e) if RJN or a significant portion of RJN is sold and the terms of the Agreement, License, the Maintenance Agreement, or Source Code Escrow Agreement, are not fulfilled by its successors or assigns under the same terms and conditions as stated in the Agreement, License, Maintenance Agreement or Source Code Escrow Agreement, respectively; or
  - (f) if RJN ceases operations for a period of time in excess of five (5) business days for any reasons and its successors and assigns, if any, refuse to undertake RJN's obligations under the Agreement, License, the Maintenance Agreement or Source Code Escrow Agreement, pursuant to the same terms and conditions of the Agreement, License, the Maintenance Agreement or Source Code Escrow Agreement, respectively; or
  - (g) if RJN sells, assigns or transfers a portion of the Software for which a license is granted under the License to a third party purchaser and the third-party refuses to undertake all of RJN's corresponding obligations under the Agreement, License, the Maintenance Agreement or Source Code Escrow Agreement, pursuant to the same terms and conditions of the Agreement, License, Maintenance Agreement or Source Code Escrow Agreement, respectively.

A material breach by RJN shall automatically invoke the rights of the Client to exercise its rights and remedies as is described in (a) Section 8 of the Agreement, (b) this License, and (c) the Source Code Escrow Agreement.

RJN and Client acknowledge and agree that in the event RJN commits a material breach of the Agreement, License, the Source Code Escrow Agreement, or the Maintenance Agreement, such material breach shall qualify as an event of release in the Source Code Escrow Agreement, and the license granted herein shall survive any resulting termination of the License by Client. Nothing contained in this License shall effect the operation of the license granted by RJN to Client should the Client elect not to enter into a Maintenance Agreement

provided, however, that Client is not in material breach of its obligations of the Agreement, the Maintenance Agreement, or hereunder. This Section shall survive the termination and expiration of the Agreement, License, Maintenance Agreement and the Source Code Escrow Agreement.

In the event of the termination of this License or the Agreement or the Maintenance Agreement on account of a material breach by RJN prior to completion of Functional Acceptance testing by Client, RJN shall refund to Client those sums and amounts paid by Client (up to the date of such termination) to RJN on account of license fees for the Programs.

RJN shall place the source code for the Software in an escrow account with Escrow Agent pursuant to the Source Code Escrow Agreement. If, pursuant to the Source Code Escrow Agreement, the Client obtains a copy of the source code, the Client shall be restricted in its use of the source code to only those places, purposes and uses which are permitted herein for the Software.

If the parties to the Source Code Escrow Agreement terminate their contractual relationship, RJN shall, within thirty (30) days prior to the termination of the Escrow Agreement, enter into another escrow agreement with a suitable escrow agent under the same terms and conditions or Client has the right to obtain the Source Code as set forth in the Escrow Agreement.

#### 8. WARRANTY

The following warranties shall be effective for one hundred eighty (180) days from the date of Functional Acceptance.

RJN warrants the Programs to be free of defects in materials and workmanship under normal use for a period of one hundred eighty (180) days from the time of Final Acceptance. RJN agrees to correct or replace, at its own expense, any Software that does not conform. RJN further warrants that the Programs, unless modified by Client, shall substantially perform the functions described in the Documentation provided by RJN and the Bid when operated on the designated hardware and Operating System. The warranty does not cover the Program if it has been altered or changed in any way by anyone other than RJN. RJN is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the Program, nor for problems in the interaction of the Program with non-RJN software and not covered by the Software. RJN will promptly replace any defective diskette/CD, Software, or Documentation without charge if the defective diskette/CD, Software or Documentation is returned to RJN within one hundred eighty (180) days of Final Acceptance. If Client reports a defect in the Program within the warranty period, RJN shall, at its option, correct such defect, or provide Client a reasonable procedure to circumvent the defect. In the event RJN is unable to remedy such non-conformance using prompt reasonable efforts, at the direction of Client, RJN shall promptly instruct the Escrow Agent in writing to promptly release the Source Code (as defined in **Attachment E**) to Client. The express warranties set out by RJN in the Bid, Agreement and in this License are in lieu of all other warranties.

#### 9. ADDITIONAL LICENSES/ADDITIONAL MODULES

For a two-year period following the execution of the Agreement, RJN shall grant additional concurrent user licenses and provide licenses to additional Software modules, upon Client's written request and at the rates specified in Attachment B of the Agreement.

#### 10. LIMITATIONS OF LIABILITY

RJN to the extent permitted by applicable law, shall not be liable for any indirect, special, incidental, consequential, or other similar damages arising from use of the Programs even if RJN or its agent has been advised of the possibility of such damages. RJN's liability for damages hereunder shall in no event exceed the greater of the (a) amount of actual damages incurred by the Client or (b) amount of paid licenses fees by Client. This limitation of liability shall not apply to claims for injuries to persons or damages to property caused by the negligence or fault of RJN or in the event of a third party claim for which RJN has a duty of indemnification under this License or to any claim that is covered by insurance or for a claim made for a material breach by RJN of Client confidential information.

11. EXPORT ADMINISTRATION

If the Program is for use outside the United States, Client agrees to first notify RJN. Client will comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Program and media are not exported in violation of United States law.

12. GOVERNING LAW

The Agreement is governed by the laws of the State of Maryland.

**Attachment D to Agreement  
RJN GROUP, INC.  
MAINTENANCE AND SUPPORT AGREEMENT**

Subject to the following terms and conditions of this RJN Group, Inc. Maintenance and Support Agreement ("Maintenance Agreement"), RJN Group, Inc. referred to as "RJN" or "Contractor" agrees to provide to Baltimore County, Maryland referred to as the "Client" or "County" maintenance and support for concurrent users of the Programs and for operation on the Client's System as indicated below.

**DEFINITIONS:**

- I. "Defect" means a failure of the Software, Support Release or Technological Release to perform the designed functionality and caused by an error in the application.
- II. "Escrow Agreement" means the Software Source Code Escrow Agreement executed of even date herewith by and between RJN, the Client, and Escrow Agent, attached hereto and incorporated herein.
- III. "Maintenance" means Support Releases and Technological Releases as provided by RJN, without further license fees, in conjunction with Services.
- IV. "License Agreement" means the Software License Agreement executed by and between RJN and the Client of even date herewith, attached hereto and incorporated herein.
- V. "Support" means: (a) responding to inquiries concerning a reported Defect(s) in the Software; and (b) correction to problems diagnosed as Defects in the currently supported version of the Software. In the resolution of Defects, RJN may respond with a written response, CD-ROM or diskette, supplementary documentation, a temporary means of circumventing the problem pending a Support Release, or other correctional aids.
- VI. "Support Release" means the improved releases of the Software, which is generally made available to supported customers. Support Releases may contain modifications, refinements and enhancements that RJN elects to incorporate into and make a part of the Software and does not separately price or market and may include resolution to known problems.
- VII. "Technological Release" means technological improvements required to allow the Software to operate in conformance with current technology.
- VIII. "Agreement" means the Contract Agreement executed by and between RJN and the Client of even date herewith and attached hereto and incorporated herein.
- IX. "Cost Basis Total" means the collective concurrent user License fee determined annually to establish the cost basis and used to calculate the Annual Support Fee due hereunder as further described in Attachment B of the Agreement.
- X. "Initial Support Period" means the period ending one hundred eighty (180) days after Final Acceptance and during which the Support and Maintenance provided by RJN under this Maintenance Agreement shall be without charge.
- XI. "System" or "Operating System" means the Client system designed to control the hardware of a specific data-processing system for users and application programs; Operating

System also controls the execution of programs; provides services, including but not limited to, resource allocation, scheduling, input/output control, and data management.

XII. "Annual Support Fee" means the annual fee due hereunder and to be paid by Client to RJN on an annual basis commencing at the expiration of the Initial Support Period. Calculation of the Annual Support Fee shall be based upon the formula of twenty percent (20%) times the Cost Basis Total.

1. TERM OF AGREEMENT

This Maintenance Agreement shall become effective when authorized in writing by the Client and Maintenance and Support services shall begin at such time. Receipt by RJN of a fully executed Maintenance Agreement shall constitute authorization by Client.

2. AGREEMENT RENEWAL

RJN will provide written notice to the Client within thirty (30) days of expiration of the Initial Term and each subsequent annual term with information pertaining to any changes in Program support, cost, and/or scope. Renewal of this Maintenance Agreement shall be in accordance with Article 3 of the Agreement.

3. RESPONSIBILITIES OF RJN

RJN will assist in resolving both Oracle errors and application specific errors. RJN will provide the Client with Technological Releases, Support Releases and Support and Maintenance to the Program files. RJN will provide the Client with telephone support on a 1-800 toll free telephone line. Telephone, e-mail, and dial-up support shall be available workdays from 7:00 AM to 5:00 PM EST. RJN warrants that it shall perform Support in accordance with the standard of care and diligence normally practiced by software firms performing services of a similar nature and with the performance criteria set forth in the Bid and the Agreement and this Maintenance Agreement. RJN will make every effort to complete all agreed upon maintenance in a timely manner. If problems cannot be resolved within a reasonable time over the telephone, RJN will work with the Client to perform the following:

- a) Define steps to duplicate and isolate the program or data issue.
- b) Using dial-up access to the Client's System, RJN will attempt to duplicate and isolate the program or data issue.
- c) RJN will assist the Client in preparing a back-up of the requested Program files and data (Oracle export) for in-house debugging by RJN Technical Support.
- d) At an additional expense, RJN will provide on site assistance on a time and materials basis to duplicate, isolate, and correct the program or data issue.

In the provision of Support, RJN shall adhere to the following response standards:

**SEVERITY LEVEL ONE**

Severity Level One Response Time

RJN shall respond by telephone to the Client within one (1) hour of initial notification to RJN.

Severity Level One Resolution Time

RJN shall provide its best efforts to effect a resolution within twelve (12) hours of the initial notification.

#### Severity Level One Resolution

RJN shall provide a Program correction, Program patch or a procedure for Client to bypass or work around the error condition in order to resume operations. If a bypass procedure is utilized, RJN shall continue error correction activity, on a high priority basis, until a Program correction or patch is provided.

#### **SEVERITY LEVEL TWO**

##### Severity Level Two Response Time

RJN shall respond by telephone or electronic means to Client within two (2) hours of initial notification to RJN. If the initial notification was not by telephone or not during RJN's business hours, this response time shall start when the notification is received by Support personnel.

##### Severity Level Two Resolution Time

RJN shall provide its best efforts to effect a resolution within twenty-four (24) hours of initial notification to RJN.

##### Severity Level Two Resolution

RJN shall provide Client with a Program correction, Program patch or a procedure to bypass or work around the error condition in order to continue operations. If a bypass procedure is utilized, RJN shall continue error correction activity until a Program correction or Program patch is provided.

#### **SEVERITY LEVEL THREE**

##### Severity Level Three Response Time

RJN shall respond by telephone to Client within four (4) hours of initial notification to RJN. If the initial notification was not by telephone or not during RJN's business hours, this response time shall start when the notification is received by Support personnel.

##### Severity Level Three Resolution Time

RJN shall provide its best efforts to effect a resolution with a Support Release. For errors relating to the inability to generate certain reports, RJN shall provide a Program correction within thirty (30) days.

##### Severity Level Three Resolution

RJN shall provide Support Releases and any Technological Releases in the form of CD-ROM, diskette or electronic file transfer.

If RJN fails to effect a resolution of a Severity Level One, Two or Three incident within the response standards described herein, RJN will credit the Client 1/365<sup>th</sup> of the Annual Support Fee associated with this Maintenance Agreement for each twenty-four (24) hour period



beyond the applicable response standard until RJN effects the resolution of the Severity Level incident.

During the Initial Support Period, for purposes of calculating the penalties as set forth above, the Annual Support Fee under this Maintenance Agreement shall be deemed to be Twelve Thousand Eight Hundred Dollars and No Cents (\$12,800.00). Thereafter the penalties shall be calculated based upon the actual due and owing Annual Support Fee.

RJN shall endeavor to assist with all inquiries made to Support personnel. However, if the inquiry is not related to a problem with the Program, RJN shall be entitled to charge the Client on a time and materials basis at the rates set forth in Schedule B of the Agreement.

Escalation Procedure: If at any time the Client believes that RJN is not providing sufficient service on a Technical Service Request ("TSR"), the problem can be expedited by the Client contacting RJN's Customer Support Manager directly by telephone. The Customer Support Manager will return the call within two hours during the support to discuss the situation. If the Customer Support Manager cannot resolve the issue, the Client may request succeeding levels of escalation up to and including an officer in RJN's management. At each level of escalation, RJN's Management assumes responsibility for the problem, coordinating problem resolution, and bringing additional resources to the situation as needed. RJN will log all TSRs into a database and will provide an initial response to the Client on the problem within the established period of time for the assigned severity level. TSRs will remain open until no further action is required. This means that a mutually acceptable solution (fix or workaround) has been provided, and RJN has not received a call back from the Client in more than fourteen (14) days.

RJN shall maintain continuously and update the Software source code deposited with the Escrow Agent.

#### 4. RESPONSIBILITIES OF CLIENT

As a condition to this Maintenance Agreement, Client agrees to provide on-site support for the System from client personnel, information systems staff or local third party contractor. Minimal responsibilities of this individual are:

- a) The Client shall notify RJN immediately of any Program malfunction. The Client shall allow RJN required access via remote dial-up or backup of the Program files and data (Oracle export).
- b) Coordinate upgrades of System hardware, network connectivity and Operating Systems with RJN Technical Support to ensure compatibility with installed version of Software, Oracle RDBMS, and other operational components. For Oracle RDBMS support that is provided directly from Oracle Corporation (fulluse licenses), this coordination will include RJN Technical Support, Client's support personnel, and an Oracle support representative.
- c) Maintain and keep current support for the Oracle RDMBS through either RJN (runtime licenses) or with Oracle Corporation (fulluse licenses).
- d) Maintain and keep current support contracts or provide internal support for System and Operating System, utility software, network, personal computer systems and network server hardware. This includes workstation and server protection for power interruption and software virus protection.

- e) Perform backup and restore procedures of Operating System, configurations, and application software. This includes consistent and regular backups and exports of the Oracle RDBMS and System files according to the instructions and directions of RJN Technical Support.
- f) Monitor and adjust database performance, available disk space and security. Other database administration duties include but are not limited to:
  - controlling and monitoring user access to the database
  - enrolling new users and maintaining System security
  - planning for backup and recovery of database information
  - maintaining archived backups
  - modifying the database structure as directed by RJN Technical Support or Oracle

## 5. PAYMENT

RJN and Client agree that Support and Maintenance fees due under this Maintenance Agreement are waived by RJN for the Initial Support Period. Thereafter, the calculation of the Annual Support Fee shall be at a rate of twenty percent (20%) of the Cost Basis Total. Payment of all compensation under this Maintenance Agreement is governed by Section 2 and Schedule B of the Agreement attached hereto and incorporated herein.

## 6. GENERAL

Any purchase order issued by Client to RJN pertaining to this Agreement shall be deemed to incorporate the terms and conditions of this Agreement.

Termination of this Maintenance Agreement shall be governed by Sections 5 and 8 of the Agreement. However, in the event of the termination of this Maintenance Agreement by Client on account of a material default by RJN, Client shall retain the Program and the license granted to Client under the License Agreement shall survive. In addition, Client may pursue all rights and remedies as may be available under the Agreement, License Agreement, and the Source Code Escrow Agreement.

**Attachment E to Agreement**  
**SOFTWARE SOURCE CODE ESCROW AGREEMENT**

**Master Preferred Agreement**

Master Preferred offers the flexibility of a modifiable contract combined with a high level of protection for both the depositor and the beneficiary. It allows for additional parties to accept contract conditions with a one-page addendum. It provides frequent correspondence between DSI and all parties to the agreement. The depositor and beneficiary will receive signed confirmations from DSI that every deposit has been inspected; an account history report every six months to notify them of the status of the escrow; and ongoing monitoring services to ensure compliance of contract terms.

**Purpose**

*DSI's Master Preferred Agreement is generally used when:*

- Both parties agree that a high level of escrow protection is needed
- The depositor or the beneficiary wants to establish an escrow contract that is executed once, defining the company's preferred terms.
- The depositor has multiple products to be licensed independently by various beneficiaries.
- Both parties want to reduce the time spent on negotiating the basic terms and conditions of the escrow agreement.
- Clients want to avoid setup costs when adding beneficiaries or depositors to their escrow account.

**Features**

*Master Preferred customers benefit from these unique features.*

- One agreement ensures consistency for all escrow requirements.
- Additional parties accept contract conditions with a one-page form.
- Tailored release conditions.
- Modification of terms for unique requirements
- Written notification detailing the contents of the initial deposit and each update.
- Semiannual account histories listing all deposit activity.
- DSI direct billing to beneficiary.
- Technical verification options.
- Audit trail of deposit created through inspection, date stamping of all deposit materials.
- Deposit inspection with signed receipt for all parties.
- Grant of use rights and deposit content definition.

**Your DSI Representative is:**  
**Christopher R. Perkins**  
**2100 Norcross Pkwy, Suite 150**  
**Norcross, GA 30071**  
**Tel: 770-239-9200 X-117**  
**FAX 770-239-9201**  
**Email: Christopher.perkins@ironmountain.com**

Atlanta • Boston • Chicago • Dallas • San Diego • San Francisco  
For More Information Call: (800) 962-0652 or Visit Us At [www.dsiescrow.com](http://www.dsiescrow.com) or [www.ironmountain.com](http://www.ironmountain.com)

## MASTER PREFERRED ESCROW AGREEMENT

Beneficiary Company Number 23207

This agreement ("Agreement") is effective March 1, 2004 among DSI Technology Escrow Services, Inc. ("DSI"), Baltimore County, Maryland ("Preferred Beneficiary") and any additional party signing the Depositor Acceptance Form attached to this Agreement ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties").

- A. Depositor and Preferred Beneficiary have entered or will enter into a Contract with attachments A through E, and/or other agreement regarding certain proprietary technology of Depositor (collectively referred to in this Agreement as the "License Agreement").
- B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.
- C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.
- D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.
- E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States Bankruptcy Code, Section 365(n).

### ARTICLE 1 -- DEPOSITS

1.1. Obligation to Make Deposit. Upon the signing of this Agreement by the Parties, and the simultaneous signing of the Depositor Acceptance Form, Depositor shall deliver within fifteen (15) business days to DSI the proprietary technology and other materials required to be deposited by the License Agreement and the materials identified in Exhibit A, ("Deposit Materials") attached hereto and incorporated herein and such Exhibit shall be signed by the Preferred Beneficiary and the Depositor. DSI shall have no obligation to Depositor or Preferred Beneficiary with respect to the preparation, accuracy, execution by the other parties, signing, delivery or validity of Exhibit A.

1.2. Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, and readable compact disk upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement, attached hereto and incorporated herein, by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.

1.3. Acceptance of Deposit. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a visual deposit inspection. At completion of the deposit inspection, if DSI determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by DSI. OTHER THAN DSI'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, DSI SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS. However, DSI hereby acknowledges and agrees DSI's duty to safeguard, maintain and protect the Deposit Materials.

1.4. Depositor's Representations. During the term of this Agreement, Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials and any materials provided solely for verification, pursuant to Section 1.5 of the Agreement ("Test Materials") Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement, provided further that DSI's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.5 of this Agreement, is lawful and does not violate the rights of any third parties as long as such is in compliance with the terms hereof;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit or limit the rights and obligations of DSI under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement, Exhibit A, or Exhibit B, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5. Available Verification Services. Upon receipt of Preferred Beneficiary's written request, the Parties may enter into a separate proposal agreement ("Statement of Work") pursuant to which DSI will agree, upon certain terms and conditions, to inspect

the Deposit Materials consistent with one or several of the levels of verification described in the attached Technical Verification Options. Depositor consents to DSI's performance of the level of verification described in the Technical Verification Options attached hereto and incorporated herein. Depositor shall reasonably cooperate with DSI by providing its facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary at the sole expense of Preferred Beneficiary. If additional verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election, an independent contractor or company selected by DSI may perform the verification.

In either event DSI shall maintain the confidentiality of the Deposit Materials in accordance with Article 2 herein and any independent contractor chosen to review same shall be subject to the reasonable consent of Depositor, shall not be a competitor of Depositor and shall execute a confidentiality agreement in accordance with Article 2 herein.

1.6. Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product or of any of the Deposit Materials, which is subject to the License Agreement or this Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. DSI and Depositor shall each promptly forward a copy of each and every new Exhibit B to the Preferred Beneficiary. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.4 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7. Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

## ARTICLE 2 – CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI and any independent contractors per Article 1.5, (for purposes of this Article 2 the term DSI shall include any independent contractors chosen per Article 1.5) shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, including without limitation Section 1.5, DSI, shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal including, but not limited to, notices delivered pursuant to Section 7.6 below. DSI shall request of the competent authority requiring deposit or disclosure that such be deemed confidential and only disclosed in camera.

2.2 Status Reports. DSI shall provide to Depositor and Preferred Beneficiary a report profiling the account history semiannually.

### ARTICLE 3 -- RIGHT TO MAKE COPIES

3 Right to Make Copies. Only with the prior written consent of Preferred Beneficiary shall DSI have the right to make copies of the Deposit Materials to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the party requesting the copies. Depositor agrees to provide its reasonable cooperation in DSI's copying of the Deposit Materials in order for DSI to perform this Agreement.

### ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a) Bankruptcy proceedings are filed by Depositor; or
- b) Dissolution or termination of Depositor as a corporate entity without a successor entity assuming the obligations to maintain the Source Code (as defined in the License Agreement) and the obligations hereunder and under the License Agreement; or
- c) Depositor becomes insolvent, makes an assignment for the benefit of creditors or is placed or to be placed in receivership; or
- d) Depositor's termination of support for the Software (as defined in the License Agreement) modules purchased by Preferred Beneficiary under the License Agreement; or
- e) if any proceeding in bankruptcy, receivership, or liquidation is instituted against Depositor and is not dismissed within ninety (90) days following commencement thereof; or
- f) if any lien or encumbrance is placed upon the Software or the Deposit Materials (as defined in the License Agreement).
- g) if Depositor materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default after all applicable cure periods within thirty (30) days after receiving written demand therefor; or
- h) Depositor materially defaults under the License Agreement, after all applicable cure periods within thirty (30) days after receiving written notice thereof; or
- i) if Depositor ceases operations for a period of time in excess of five (5) business days for any reasons and its successors and assigns, if any, refuse to undertake Depositor's obligations under the License Agreement, pursuant to the same terms and conditions of the License Agreement; or
- j) if Depositor sells all or a portion of the Software (as defined in the License

Agreement) for which a license is granted to Preferred Beneficiary under the License Agreement to a third party purchaser and the purchaser of said Software (as defined in the License Agreement) or license(s) refuses to undertake all of Depositor's corresponding obligations under the License Agreement, pursuant to the same terms and conditions of the License Agreement; or

- k) Depositor has ceased supporting the Software (as defined in the License Agreement) in compliance with its obligations under the License Agreement between the parties; or
- l) in the event that DSI notifies the Parties that DSI shall terminate this Agreement, the Preferred Beneficiary and Depositor shall, within thirty (30) days prior to DSI's termination of this Agreement, enter into another escrow agreement with a suitable escrow agent under the same terms and conditions stipulated herein or the notice of termination by DSI shall result in a Release Condition.

4.2 Filing For Release. If Preferred Beneficiary or Depositor ("requesting party") believes in good faith that a Release Condition has occurred, Preferred Beneficiary or Depositor respectively, may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Such notice shall be signed by the Preferred Beneficiary or Depositor as the case may be on their respective letterhead. Unless DSI acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section, DSI shall promptly provide a copy of the notice to each of the parties hereto by commercial express next day mail. Such need for additional documentation or information may extend the time period for DSI's performance under this Section, but not for more than ten (10) business days.

4.3 Contrary Instructions. DSI shall mail the notice requesting release of the Deposit Materials within three (3) business days of DSI's receipt thereof, to the non-requesting party. The non-requesting party shall have ten (10) business days to deliver to DSI and the requesting party written contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by the non-requesting party that a Release Condition has not occurred or has been cured. Contrary Instructions shall be signed by the non-requesting party on its letterhead. Upon receipt of Contrary Instructions, DSI shall promptly send a copy to the requesting party within three (3) business days of DSI's receipt thereof by next day commercial express mail. Additionally, DSI shall notify in writing, within three (3) business days, both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the non-requesting party, DSI shall immediately release the Deposit Materials to the requesting party. In no event shall the requesting party or non-requesting party be other than the parties to this agreement. Except as stated otherwise elsewhere herein, any fees due DSI under this Agreement shall be due solely from Preferred Beneficiary. Any copying



expense due pursuant to the terms of this Agreement will be chargeable to the requesting party. Upon any such release, the escrow arrangement for the materials so released will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release. The escrow arrangement will remain in place for the other Deposit Materials not released.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

## ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; (b) DSI instructs Depositor and Preferred Beneficiary in writing after its renewal date that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) Preferred Beneficiary instructs DSI in writing that the Agreement is terminated due to an adjudged material breach of Agreement by DSI in which event Preferred Beneficiary may exercise any rights and remedies available under this Agreement, including but not limited to, suspension of DSI's authority to received undisbursed funds hereunder or enforce any other rights and remedies available under the Agreement, at law or in equity; or (d) Preferred Beneficiary reserves the right to terminate this Agreement, for any reason, by providing DSI and Depositor sixty (60) days written notice of its intent to terminate this Agreement; (e) DSI reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. The Depositor and Preferred Beneficiary understand and agree that the Deposit Materials will be delivered to DSI within fifteen (15) business days from the date hereof and that the Acceptance Form shall be signed within five (5) business days from the date hereof. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one (1) year with subsequent annual terms to be adjusted to match the anniversary date of this Agreement.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI under this Agreement, DSI shall provide written notice of delinquency to all Parties to this Agreement affected by such delinquency. Any such party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of the party's receipt of such notice, then at any time thereafter DSI shall have the right to terminate this Agreement by sending written notice of termination to all parties. In the event DSI has so notified the parties and the one (1) month cure period has elapsed, then DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid and DSI may return all Deposit Materials to Depositor.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI shall return them to Depositor. If DSI is unable to return the Deposit Materials to the Depositor at their last known address, DSI may at its discretion destroy the materials. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the Preferred Beneficiary or Depositor in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. The obligations of confidentiality with respect to the Deposit Materials;
- b. The obligation to pay DSI any fees and expenses due under this Agreement, absent the event of an adjudged DSI material breach;
- c. The provisions of Article 7; and
- d. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

#### **ARTICLE 6 -- DSI'S FEES**

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the Depositor and Preferred Beneficiary at least sixty (60) days prior to any increase in fees. DSI hereby agrees to cap any increase of fees hereunder to ten percent (10%). For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested. All fees and expenses hereunder shall be paid by either party.

6.2 Payment Terms. DSI shall not be required to perform any service unless payment of any outstanding balances owed to DSI are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of the party's receipt of such invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2.

#### **ARTICLE 7 -- LIABILITY AND DISPUTES**

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may only act and rely upon notices and communications received from the designated contact of Depositor and Preferred Beneficiary as designated on Exhibit C attached hereto and incorporated herein. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, and expenses, costs, attorney's fees and other direct liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement except where it is adjudged that DSI acted with negligence, or willful misconduct. All liability of and indemnification by Preferred Beneficiary shall be subject to the limitations of liability as prescribed by the Maryland Local Government Tort Claims Act.

7.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement. DSI shall be liable only for actual damages but in no event shall the collective liability of DSI exceed ten times the fees collectively paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, willful misconduct, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

7.4 Dispute Resolution. Any Party may submit any dispute relating to or arising from this Agreement to any court of competent jurisdiction in Baltimore County, Maryland for an interpleader or similar action. Unless adjudged otherwise, any costs of litigation incurred by DSI, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Preferred Beneficiary.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any Party intends to obtain an order from any court of competent jurisdiction, which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least five (5) business days prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

## ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes and incorporates the Acceptance Form and Exhibits described herein, embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only

obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto.

8.2 Notices and Correspondence. All notices regarding Articles 4 and 5, and any Deposit Materials, shall be sent by commercial express next day delivery. All other correspondence including invoices, payments and other documents and communications shall be sent First Class U.S. Mail and given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of physical and e-mail addresses. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

8.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties as such may be permitted in the License Agreement between Depositor and Preferred Beneficiary. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives prior written consent of the Parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach.

8.6 Regulations. Depositor is responsible for and warrants its compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement. Preferred Beneficiary is responsible for and warrants its compliance with all applicable laws, rules and regulations.

8.7 Attorney's Fees. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing party who has proven in court by court decree, judgment that the other party has materially breached its representation and/or warranty under this

Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment.

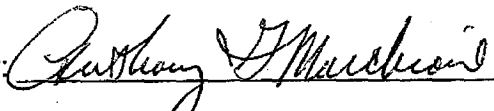
8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.


8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement and each party herein represents and warrants it shall perform its obligations under this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

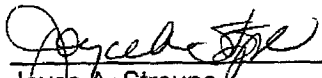
BALTIMORE COUNTY, MARYLAND  
PREFERRED BENEFICIARY

DSI TECHNOLOGY ESCROW SERVICES, INC.


By:   
Name: Anthony G. Marchione  
Title: Administrative Officer  
Date: 02/25/04

By:   
Name: FRANK A. BRUNO  
Title: REGIONAL SALES MANAGER  
Date: 3/19/04

Baltimore County Office of Law  
APPROVED FOR LEGAL FORM &  
SUFFICIENCY (subject to execution by a duly  
authorized County Administrative Official. Approval  
of Legal Form and Sufficiency Does Not Convey  
Approval Or Disapproval of the Substantive Nature  
of This Transaction )

 02-24-04  
Joyce A. Stroupe  
Assistant County Attorney

RECOMMENDED FOR APPROVAL:

By:   
Thomas G. Iler  
Office of Information Technology

**DEPOSITOR ACCEPTANCE FORM FOR  
MASTER PREFERRED AGREEMENT**

Beneficiary Company Number 23207

Depositor, Preferred Beneficiary and DSI Technology Escrow Services, Inc. ("DSI"), hereby acknowledge that RJN Group, Inc. is the Depositor referred to in the Master Preferred Escrow Agreement ("Agreement") effective 20 04 with DSI as the escrow agent and Baltimore County, Maryland as the Preferred Beneficiary. Depositor hereby agrees to be bound by all provisions of such Agreement.

Deposit Account Number 24813

Notices and communications to Depositor should be addressed to:

Invoices should be addressed to:

Company Name: RJN Group, Inc.  
Address: 200 West Front Street  
Wheaton, Illinois 60187

RJN Group, Inc.  
200 West Front Street  
Wheaton, Illinois 60187

Designated Contact: Alan J. Hollenbeck  
Telephone: 630-682-4700  
Facsimile: 630-682-4754  
E-mail: ahollenbeck@rjn.com  
Verification Contact: Bob Snodgrass  
Telephone/E-mail: SAC / bsnodgrass@rjn.com

Contact: Alan J. Hollenbeck  
630-682-4700  
P.O.#, if  
required: \_\_\_\_\_

RJN Group, Inc.  
Depositor

By: [Signature]

Name: Alan J. Hollenbeck

Title: President

Date: 02/12/04

Baltimore County, Maryland  
Preferred Beneficiary

By: [Signature]

Name: Anthony G. Marchione

Title: Administrative Officer

Date: 02/25/04

DSI Technology Escrow Services, Inc.

By: [Signature]  
Name: \_\_\_\_\_  
Title: REGIONAL SALES MANAGER  
Date: 3/19/04

EXHIBIT A

MATERIALS TO BE DEPOSITED

Deposit Account Number 24813

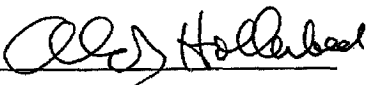
Depositor represents to Preferred Beneficiary that Deposit Materials delivered to DSI shall consist of the following:

The following program files will be provided in readable compact disk form as Deposit Materials for each of the Identified CASS WORKS Modules:

1. Installation Routine Source Files
2. CASS WORKS Core executable source files
3. CASS WORKS Forms and Report source files
4. Required SQL and DDL (Data Definition Language) Script Files
5. Documentation Files

RJN Group, Inc.

Depositor

By: 

Name: Alan J. Hollenbeck

Title: President

Date: 02/12/04

Baltimore County, Maryland

Preferred Beneficiary

By: 

Name: Anthony G. Marchione

Title: Administrative Officer

Date: 02/25/04

**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name: RJN Group, Inc. (Required)

Deposit Account Number: 24813 (leave blank if this is a new deposit account)

Product Name & Version: CASS WORKS 8.2 (Required)  
 (Product Name will appear as the Exhibit B Name on Account History report)

All deposit materials shall be provided by Depositor to DSI in readable compact disk form.

**DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type	Size	Label Description of Each Separate Item
1	<u>Readable Compact Diskette</u>	CD-R 5 1/4	CASS WORKS 8.2
	<b>Documentation</b>		
	<b>Other</b>		

**PRODUCT DESCRIPTION:**

Environment Windows 2000/XP/02 Higher

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? Yes  NO (If yes, include any passwords and the decryption tools within your deposit)

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required Penium III, 800MHz, 512MB RAM, minimum

Software required NONE

Other required information \_\_\_\_\_

I certify for **Depositor** that the above described **DSI** has visually inspected and accepted the Deposit Materials have been transmitted to DSI: above materials (any exceptions are noted above):

Signature: 

Signature: \_\_\_\_\_

Print Name: Alan J. Hollenbeck

Print Name: \_\_\_\_\_

Date: 03/08/04

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

E-Mail Address: ahollenbeck@psn.com

Exhibit B#: \_\_\_\_\_



**EXHIBIT C  
DESIGNATED CONTACT**

Deposit Account Number 24813

**Notices, deposit material returns and communications to Depositor should be addressed:**

Company Name: RJN Group Inc  
Address: 200 West Front Street  
Wheaton IL 60187

Designated Contact: ALAN J. HOLLOWBCK  
Telephone: 630 682 4700 X317  
Facsimile: 630 682 4754  
E-mail: A.HOLLOWBCK@RJN.COM  
Verification Contact: BOB SNOZGALIS

Telephone/e-mail: Same / b5n88042411@RJN.COM

**Notices and communications to Preferred Beneficiary should be addressed to:**

Company Name: BALTIMORE COUNTY, MARYLAND  
Address: 400 Washington Avenue  
Towson, Maryland 21204  
Attn: Director, OIT

Designated Contact: Thomas G. Iler, Director, OIT  
Telephone: 410-887-2441  
Facsimile: 410-821-8024  
E-mail: tiler@co.ba.md.us  
Verification Contact: \_\_\_\_\_

Fees for this agreement will be paid by

(Check box):    Depositor and/or    Preferred Beneficiary

**Invoices to Depositor should be addressed to:**

Company Name: RJN Group Inc,  
Address: 200 West Front St.  
Wheaton, IL 60187  
Billing Contact: ALAN J. HOLLOWBCK  
Telephone: 630 682 4700 X317  
Facsimile: 630 682 4754  
E-mail: A.HOLLOWBCK@RJN.COM  
P.O. #: 10-1913-00

**Invoices to Preferred Beneficiary should be addressed to:**

Company Name: BALTIMORE COUNTY, MARYLAND  
Address: 400 Washington Avenue  
Towson, Maryland 21204  
Billing Contact: Thomas G. Iler, Director, OIT  
Telephone: 410-887-2441  
Facsimile: 410-821-8024  
E-Mail: tiler@co.ba.md.us  
P.O. #: \_\_\_\_\_

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Preferred Beneficiary.

**Agreements, Deposit Materials and notices to DSI should be addressed to:**

DSI Technology Escrow Services, Inc.  
Attn: Christopher R. Perkins  
2100 Norcross Parkway, Suite 150  
Norcross, GA 30071  
Telephone: 770-239-9200  
Facsimile: 770-239-9201  
E-mail: Christopher.perkins@ironmountain.com

**All invoice fee remittances to DSI should be addressed to:**

DSI Technology Escrow Services, Inc.  
PO Box 27131  
New York, NY 10087-7131

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

## TECHNICAL VERIFICATION OPTIONS

### **LEVEL I - Inventory**

This series of tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

*Steps include:* Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. At completion of testing, DSI will distribute a report to Preferred Beneficiary detailing DSI's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as DSI's analysis of the deposit. When identifying materials required to recreate Depositor's software development environment, DSI will rely on information provided in Depositor's completed questionnaire (obtained via a DSI verification representative) and/or information gathered during DSI's testing experience.

### **LEVEL II - Build**

This series of tests includes a standard effort to compile the Deposit Materials and build executable code.

*Steps include:* Recreating the Depositor's software development environment, compiling source files and modules, recreating executable code, and providing a listing of the hardware and software configurations necessary to recreate the Depositor's software development environment. DSI will also create a report detailing the steps necessary to recreate the development environment, problems encountered with testing, and DSI's analysis of the deposit.

### **LEVEL III - Validation**

A Level III verification consists of testing the functionality of the compiled Deposit Materials (in a production setting or similar environment) and can be accomplished through one of the following three options:

*Option A* – With the Depositor's approval, executables created by DSI during Level II testing are provided to the Preferred Beneficiary for functionality testing.

*Option B* – The Preferred Beneficiary provides DSI with a copy of its licensed executables. DSI compares the executables created during Level II testing with the licensed executables and provides a comparison report to all parties.

*Option C* – DSI recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) DSI then runs test scripts supplied by the Preferred Beneficiary and provides a report of the test results to all parties. This may require Depositor approval.

For additional information about DSI Technical Verification Services, please contact a David Thomas at (770) 239-9200 x-124 or by e-mail at [dthomas@dsiescrow.com](mailto:dthomas@dsiescrow.com).

**APPENDIX H**

**LIST OF CONSENT DECREE DELIVERABLES**

LIST OF "DELIVERABLES" IN CONSENT DECREE

PARAGRAPH	REQUIREMENT
7.B.i.	Submission of SSO Characterization Report
7.B.ii.	Submission of updated SSO Characterization Report (in Annual Report)
7.C.iii.	Submission of Non-Pump Station SSO Structures Elimination Plans
7.C.vi.	Submission of plan and schedule for preventing discharges from Pump Station SSO Structures
7.C.vii.	Submission of Supplemental Elimination Plan for newly-discovered Non-Pump Station SSO Structures
7.D.	Submission of post-construction monitoring plan for each construction project identified in Appendix B
8.B.	Submission of Collection System Inspection Plan
9.B.v.	Submission of Rainfall and Flow Monitoring Plan
9.B.vi.	Submission of summary report regarding evaluation of flow monitoring and rainfall monitoring program (in Annual Report).
10.B.	Submission of SRRR Plan for each sewershed
10.E.	Submission of Performance Assessment Report for each sewershed
11.C.	Submission of Report on preliminary review of FOG Program
11.D.iii	Submission of Grease Generating Facilities database and map (in Annual Report)
11.G.	Submission of FOG Program Modification Plan
11.I.	Submission of results of annual evaluation of FOG Program (in Annual Report)
13.C.i.	Submission of results of annual evaluation of Pump Station backup power program (in Annual Report)

13.C.ii.	Submission of plan to address any SSO at a Pump Station due to loss of power
13.F.iii.	Submission of Engineering Evaluation/Condition Assessment for each applicable Pump Station.
13.F.vi.	Submission of additional Engineering Evaluation/Condition Assessment for exempt Pump Station if required by EPA/MDE
14.C.	Submission of Model Project Approach Report
15.B.	Submission of O&M Plan
17.B.	Submission of Emergency Response Plan
17.E.	Submission of annual updates to Emergency Response Plan
24 (in Section VIII)	Re-submission of plan, program, or other document after disapproval by EPA

**APPENDIX I**

PATAPSCO BNR/ENR DESIGN SUPPLEMENTAL ENVIRONMENTAL PROJECT

## **Appendix I**

### **Baltimore County Department of Public Works Supplemental Environmental Project**

#### **Patapsco Wastewater Treatment Plant Biological Nutrient Removal/Enhanced Nutrient Removal Design Project**

In 2001, the City of Baltimore, in support of the Chesapeake Bay Agreement and in settlement of a judicial action against the City in United States of America et al. v. Mayor and City Council of Baltimore, Civil Action No. JFM-02-1524 (D. Md.), committed to design biological nutrient removal (BNR) improvements to the Patapsco Wastewater Treatment Plant, with the objective of reducing nutrient (i.e., nitrogen and phosphorous) discharge to the Patapsco River and ultimately to the Chesapeake Bay. Subsequently, the project has been expanded to include enhanced nutrient removal (ENR). The Patapsco BNR/ENR design will be developed through the 30 percent, 60 percent, 90 percent, 100 percent and bid-ready document stages, and will include the preparation of the civil, structural, hydraulic, process, mechanical, electrical, HVAC, instrumentation/control designs and preparation of the construction plans, specifications and cost estimates. All phases of the design are expected to be completed by August 31, 2009.

Pursuant to existing agreements between Baltimore County and the City of Baltimore, the County is responsible for a portion of the costs for the design of the BNR/ENR project. The United States and MDE have recognized the payment of up to a total of \$3,000,000 of Baltimore County's portion of the BNR/ENR design costs as a supplemental environmental project.

The City will periodically bill the County throughout the design of the nutrient removal facilities. The County will provide the United States and the Maryland Department of the Environment with records of its payments to the City up to a total amount of \$3,000,000. Baltimore County recognizes and agrees that no part of the expenditures for which Baltimore County seeks SEP credit may include or be reimbursed by federal or state funds, or be specifically reimbursed by Howard County or Anne Arundel County. Any payments for which Baltimore County seeks SEP credit must be made by no later than five years plus 180 days from the Effective Date of the Consent Decree.

**APPENDIX J**

BACK RIVER DEBRIS REMOVAL SUPPLEMENTAL ENVIRONMENTAL PROJECT



## **Appendix J**

### **Baltimore County Department of Environmental Protection and Resource Management Supplemental Environmental Project**

#### **Back River Debris Removal Project**

Baltimore County shall complete this project in accordance with the specific requirements of Section X (Supplemental Environmental Projects) of the Consent Decree and the Statement of Work (SOW) to be submitted pursuant to Paragraph 31.B.ii. of the Consent Decree and approved by the United States and the Maryland Department of the Environment. The SOW shall include a map showing the specific location of this project.

Baltimore County shall design and install a trash collection system in Moore's Run near the Red House Run Pumping Station. Moore's Run is a tributary of the Back River. A 42" force main that crosses Moore's Run temporarily catches large quantities of this debris. The Force Main crosses Moore's Run in two places, as the river splits around an island. The location of the force main at the Red House Run Pumping Station makes this an ideal location for a debris removal program. The debris is moved during heavy rain events, high tide or by the wind to the navigable waters and is deposited along the shorelines, in the channels and in the wetlands of Back River. The debris is caught in existing tidal wetlands and is detrimental to vegetation growth and aquatic life. There are large quantities of natural woody debris that add nutrients to the waterway as the material breaks down. Not only is this unsightly to the residents of the River, but also is detrimental to the overall water quality of the river and is an environmental and navigational safety concern.

The collection system will include two trash booms which will divert trash and debris to a shore conveyor system along the shores of Moore's Run. The floating debris will be directed up the conveyor belt to a roll-off container. Baltimore County will assure that the trash and debris collected in the container will, on a regular basis, be hauled to an appropriate disposal facility. The conveyor system is mobile. It will be used primarily in Moore's Run near the Red House Pumping Station, but may be used in other waterways on an as-needed or emergency basis.

The estimated cost of this project (including *final design, inspection, right of way acquisition, construction and monitoring*) is \$200,000.00.

Baltimore County shall complete this project within five (5) years of the Effective Date of the Consent Decree.

**APPENDIX K**

**STREAM RESTORATION SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

## **Appendix K**

### **Baltimore County Department of Environmental Protection and Resource Management Supplemental Environmental Projects**

#### **Stream Restoration Projects**

Baltimore County shall complete these projects in accordance with the specific requirements of Section X (Supplemental Environmental Projects) of the Consent Decree and the Statements of Work (SOWs) to be submitted pursuant to Paragraph 31.C.iii. of the Consent Decree and approved by the United States and the Maryland Department of the Environment. Each SOW shall include a map showing the specific location of the project.

These projects are intended to improve water quality and aquatic habitat through the reduction of sediments to receiving waters. Problems to be corrected include: stream bank instability, channel degradation, insufficient stream side buffers and degraded riparian ecosystems. These projects will utilize state-of-the-art techniques based upon applied fluvial morphological principles and engineering hydraulics and will employ bioengineering techniques and natural materials to restore and provide natural stream functions.

Once constructed, each project shall be monitored to assess its effectiveness.

Baltimore County shall complete construction of these projects within five (5) years of Effective Date of the Consent Decree.

#### **Gwynns Falls at Gwynnbrook Avenue Stream Restoration**

Baltimore County will design and construct a restoration project of approximately 1,000 feet along the Gwynns Falls mainstem, and sections of two tributaries (total length 1,200). The current geometry of the mainstem is in disequilibrium and is severely eroding private property. The project will include the design and construction of a combination stormwater retrofit/stream restoration project to address channel erosion problems, improve water quality and restore a stressed riparian ecosystem. The design will utilize the application of fluvial morphological and hydraulic principles to create a stable stream channel that

provides stream equilibrium and a balanced riparian ecosystem. These streams are located in a highly urbanized area and have experienced severe degradation. The estimated cost of design and construction (including *assessments, preliminary design, final design, inspection, right of way acquisition, construction and monitoring*) of this project is \$650,000.00.

#### **Paradise Avenue Stream Restoration**

Baltimore County will design and construct a restoration project of approximately 1,000 feet of a tributary to the West Branch of Herbert Run. The current geometry of the mainstem is in disequilibrium and is severely eroding private property. This stream is located in a highly urbanized area and has experienced severe degradation. The project will apply fluvial morphological and hydraulic principles to create a stable stream channel that provides stream equilibrium and a balanced riparian ecosystem. The estimated cost of design and construction (including *assessments, preliminary design, final design, inspection, right of way acquisition, construction and monitoring*) of this project is \$300,000.00.

#### **Herring Run at Collinsdale Stream Restoration**

Baltimore County will design and construct a restoration project of approximately 1,000 feet of the headwaters of Herring Run. The stream is severely eroded and has been the subject of complaints by property owners on Collinsdale Road. The current geometry of the mainstem is in disequilibrium and is severely eroding private property. The project will apply fluvial morphological and hydraulic principles to create a stable stream channel that provides stream equilibrium and a balanced riparian ecosystem. The estimated cost of design and construction (including *assessments, preliminary design, final design, inspection, right of way acquisition, construction and monitoring*) of this project is \$300,000.00.

#### **Minebank Run Tributary at Waller Court Stream Restoration**

Baltimore County will stabilize approximately 200 linear feet of a tributary to Minebank Run. This project will address complaints by property owners on Waller Court and will complement the comprehensive stream restoration work conducted within the Minebank Run watershed. The current geometry of this tributary is in disequilibrium and is severely eroding private property. The project will apply fluvial morphological and hydraulic principles to create a stable stream channel that provides stream equilibrium and a balanced riparian ecosystem. The

estimated cost of design and construction (including *assessments, preliminary design, final design, inspection, right of way acquisition, construction and monitoring*) is \$65,000.00.