

**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – LANDSCAPING SERVICES**

**THE TOWN OF GLEN ECHO
REQUEST FOR BIDS
FOR LANDSCAPING CONTRACT**

**Issued: January 11, 2023
Due: January 27, 2023**

**PROPOSALS MUST BE RECEIVED
AT TOWN HALL IN HARD COPY
6106 Harvard Avenue
P.O. Box 598
Glen Echo, Maryland 20812
Attn: Town Manager Elizabeth Stickler**

**AND EMAILED TO
townhall@glenecho.org**

**NO LATER THAN
12 p.m. on Friday January 27, 2023**

RFP# 2023-1

**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS - LANDSCAPING SERVICES**

I. INTRODUCTION

A. GENERAL INFORMATION

1. The Town of Glen Echo, a municipality in the state of Maryland, is requesting proposals from qualified firms to act as Town landscaper. The successful bidder would be engaged for year-round municipal lawn and landscaping services. We are looking for a pro-active company with good communication and attention to detail.

2. **Inquiries.** Any inquiries concerning the Request for Bids should be addressed to Elizabeth Stickler, Town Manager. **Telephone number 301-320-4041.** Email address: townhall@glenecho.org. Should any amendment to the Bid Request Documents be necessary, copies of any amendments will be forwarded to all firms who have received bid package. The Town may distribute copies of this Request for Proposals to firms who have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

3. **Number and Form of Submissions.** One (1) copy of a bid must be received in hard bound copy along with an electronic pdf copy by the **Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, Maryland 20812 by 12:00 p.m. on Friday January 27, 2023.** The electronic pdf copy must be provided to the Town at townhall@glenecho.org. Glen Echo reserves the right to reject any or all proposals submitted.

4. **Further Clarifications.** During the evaluation process, the Town reserves the right to request additional information or clarifications from bidders, or to allow correction of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

5. **Retention of Bids.** The Town reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

6. **Submission of a bid** indicates acceptance by the firm of the conditions contained in this *Request for Bid*. The Request for Bids and the selected firm's bid will be incorporated into the engagement agreement.

7. **Contract Award.** The Contract will be awarded by the Mayor and Council. The award will be made to the qualified bidder who, in the determination of the Town officials, is the lowest responsible bidder, that best meets the needs of the Town.

8. **Engagement letter.** Following the contract award, an engagement agreement between the parties will be executed promptly in the form attached hereto.

9. **Time Frame.** The work needs to be begin in March of 2023.

10. **Standards and Guidelines.**

Must follow the Town's Pesticide Policy, 21-05, attached.

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11. SUBCONTRACTING

Firms which intend to subcontract portions of the engagement must disclose that fact, and the name of the proposed subcontracting firms, in their proposal. Following the award of the paving contract, no additional subcontracting will be allowed without the express prior written consent of the Town.

II. NATURE OF THE SERVICES REQUESTED

A. GENERAL

The Town is soliciting the services of qualified firms to act as landscaper for the Town. The successful bidder would be engaged for year-round municipal lawn and landscaping services. The work is to be performed in accordance with the provisions contained in this Request for Bids 2023-1.

B. SCOPE OF WORK TO BE PERFORMED: See Below.

C. BID PROPOSAL SUBMISSION INFORMATION REQUIRED

Each bidder shall include the following information in their bid proposal:

- A transmittal letter introducing you or your firm and general approach to this work.
- Cost information, including rates and any additional expenses for undertaking this work.
- The qualifications of your company to perform the scope of work, including any equipment that would be used.
- Proof of liability insurance.
- The name(s) of the designated project manager(s).
- Two references with contact information.
- Proof of registration to do business in Maryland (Md. Code, Corps. Art. Sec. 7-201).
- Submission of non-collusion, non-conviction, and non-suspension/disbarment affidavits (Md. Code, State Finance and Procurement Art. Sec. 16-311(a) and (b)).

D. BACKGROUND

The municipality of the Town of Glen Echo is located in Montgomery County, has a population of approximately 273 residents and is comprised of 96 households (2010 Census).

TERMS AND CONDITIONS

1. Governing Law

Any contract awarded pursuant to this RFP shall be construed in accordance with the laws and regulations of the State of Maryland, and the Town. The Contractor must, without additional cost to the Town, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

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2. All work shall be performed in accordance with a **Landscape Schedule** approved by the Town. Work on any area or phase of the project shall not commence prior to approval by the Town and issuance of written notice to proceed. Work shall not stop for more than seven (7) consecutive calendar days, without the prior approval of the Town. The Town shall inspect ongoing and completed work and the contractor shall, at contractor's sole cost and expense, repair and remedy any work that does not conform to the project specifications and standards, in the discretion of the Town. Before a progress or final payment is made, contractor shall certify in writing that, in accordance with contractual arrangements, suppliers: (1) have been paid from the proceeds of previous progress payments; and (2) will be paid in a timely manner from the proceeds of the progress or final payment currently due.

III. PROPOSAL COST AND RESOURCES

1. Personnel:

Please identify the employee who will be in charge of the project:

2. Experience. State briefly your firm's previous experience.

Name of Firm _____

Address _____

Email Address _____

Telephone _____

Authorized Signature _____

Title _____

Date _____

3. References. List firm's references we may contact.

**TOWN OF GLEN ECHO, MARYLAND
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Submit to: Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, MD 20812 . Attn.: Elizabeth Stickler, Town Manager

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (this "Contract"), is made this ____ day of _____, 20__ by and between the Town of Glen Echo, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "Town," and _____, hereinafter referred to as the "Contractor," having an address at _____.

WITNESSETH:

WHEREAS, the Town desires to retain Contractor to provide professional services more particularly described in Exhibit 1 attached hereto and Contractor desires to perform said services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Contractor agrees to supply services described and be bound by the terms and conditions set forth in scope of work attached hereto and made a part hereof and identified as Exhibit 1 (the "Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.
2. **COMPENSATION.** The Contractor shall be paid in accordance with the Scope of Work based on time spent and billed in accordance with and subject to the limitations set forth in the Scope of Work. Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the Scope of Work. Invoices shall include a complete description of the services rendered by the Contractor, the dates services were rendered, and the time spent on the services rendered.
3. **DURATION.** This Contract shall be in effect from the 1st day of March 2023, through and including the 1st day of March, 2024, unless extended or terminated as provided for herein. Upon written notice to the Contractor prior to the termination of this Contract, this Contract may be extended by the Town for up to four (4) additional terms of one (1) year each.
4. **TIME FOR PERFORMANCE.** The work shall be completed by the deadlines set forth in the Scope of Work. The Contractor acknowledges that time is of the essence in providing the services under this Contract.
5. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Town, nor shall any of the Contractor's employees or agents be subagents of the Town.
6. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town. Any request for consent to subcontract

any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor.

7. **RECORDS AND DOCUMENTS.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Town. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, letters and reports prepared by the Contractor or its permitted subcontractors shall become the property of the Town.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class.

9. **INDEMNIFICATION OF THE TOWN.** The Contractor shall indemnify and save harmless the Town, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, breach or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Town in such amount as may be considered necessary by the Town until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Town.

10. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town.

11. **TERMINATION FOR CONVENIENCE.** The Town may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contract is terminated by the Town as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

12. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Town which may be withheld in the Town's sole and absolute discretion.

13. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance or services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

14. INSURANCE.

(a) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Town proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof. The policies shall provide at least 30 days' prior notice of cancellation to the Town.

(1) WORKERS' COMPENSATION covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) COMPREHENSIVE LIABILITY INSURANCE: (i) Bodily Injury for each occurrence \$2,000,000/\$3,000,000 aggregate; (ii) Property Damage for each occurrence \$1,000,000/\$2,000,000 aggregate; (iii) Professional Liability Coverage \$1,000,000/\$2,000,000 aggregate; and (iv) Automobile Combined Coverage - fleet operations for each occurrence \$2,000,000/\$3,000,000 aggregate.

(b) The Contractor shall also furnish to the Town a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Town.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Town arising out of such accidents shall be reported promptly to the Town Manager or other official designated by the Town Council.

15. AUTHORITY OF THE TOWN MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under this Contract shall be decided by the Town Manager who shall notify the Contractor in writing of his determination. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Town Manager shall be final and conclusive unless an appeal is filed with the Town Council.

16. ERRORS. The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

17. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

18. NOTICES. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last address known. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid to the following:

TO TOWN: Town of Glen Echo
Attn: Elizabeth Stickler, Town Manager
6106 Harvard Avenue
Glen Echo, MD 20812

TO CONTRACTOR: _____

19. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein. This Contract may be modified only by written instrument signed by both parties hereto.

20. SEVERABILITY: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. NO WAIVER OF RIGHT: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

22. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Town shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract as of the date first written above.

By: _____

TOWN OF GLEN ECHO
By: _____
Dia Costello, Mayor

Exhibit 1

Scope of work:

Town Hall

Mowing Town Hall 16 Times (every other week in summer)

Clean up, edge and mulch (spring)

Gutter cleaning at Town Hall (spring and fall)

Leaf removal 1X/year

Parks

Mowing 2 parks 16X/year every other week

Clean up, edge and mulch (spring)

Leaf removal 1X/year

Right of Way

Mowing Trolley ROW Radcliffe/Wellesley to Oxford Streets (16X/year every other week)

Clean out swale and weed whack along Radcliffe 4X/year

Town Wide

Leaf Collection (5X/fall - once a week 5 times)

Street Sweeping (1X and as needed)

Weed Spraying sidewalks with organic weed killer (Avenger or 30% Vinegar) 2X/summer

Vegetation Cutback 1X/summer (along Columbia and Oberlin)

Vegetation cutback 1X/summer (along all streets as needed)

Clean Storm Drains surface monthly (see map)

Clean interior of storm drains as needed

Other services as needed

F. Bid Sheet

List Pricing for each item specified below:

Town Hall

- Mowing Town Hall 16 Times (every other week)
- Clean up, edge and mulch (spring)
- Gutter cleaning at Town Hall (spring and fall)
- Leaf removal 1X/year

Parks

- Mowing 2 parks 16X/year (every other week)
- Clean up, edge and mulch (spring)
- Leaf removal 1X/year

Right of Way

- Mowing Trolley ROW along Radcliffe, Wellesley to Oxford Road (16X/year, every other week)
- Clean out swale and weed whack along Radcliffe 4X/year

Town Wide

- Leaf Collection (Vacuuming) (5X/fall to be scheduled)
- Street Sweeping (1X and as needed)
- Weed Spraying sidewalks with organic weed killer (Avenger) 2X-4X/summer
- Vegetation Cutback 1X/summer (along Columbia and Oberlin)
- Vegetation cutback 1X/summer (along all streets as needed)
- Clean Out Storm Drains if needed (see map)
- Clean off Surface of Storm Drains monthly (see map)

Additional services and costs: _____

(attach additional sheets as necessary)

Bidder: _____

Signature: _____

(Print Name, Title)

Date: _____

G. Non-Collusion Affidavit

I hereby affirm that:

I am the _____ (title) and duly authorized representative of the firm of _____ (name of Corporation) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. I am fully informed respecting the preparation and contents of the attached bid or and all of the pertinent circumstances respecting such bid:
2. Such bid is genuine and is not a collusive or sham bid:
3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **Town of Glen Echo** or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

Name of Firm: _____

Signature and Title: _____

Printed Name: _____

Date: _____

H. Affidavit of Non-Conviction

I hereby affirm that:

I am the _____ (title) and duly authorized representative of _____ (name of business entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any crime set forth in the Maryland Code, State Finance and Procurement Article, Sections 16-202 and 16-203, as amended, including but not limited to (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Maryland Code; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

2. State "none" or, as appropriate, list on a separate sheet any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any. _____.

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a contract with the **Town of Glen Echo** under which a person or business

debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, State Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the **Town of Glen Echo** may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article, as amended, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the **Town of Glen Echo**.

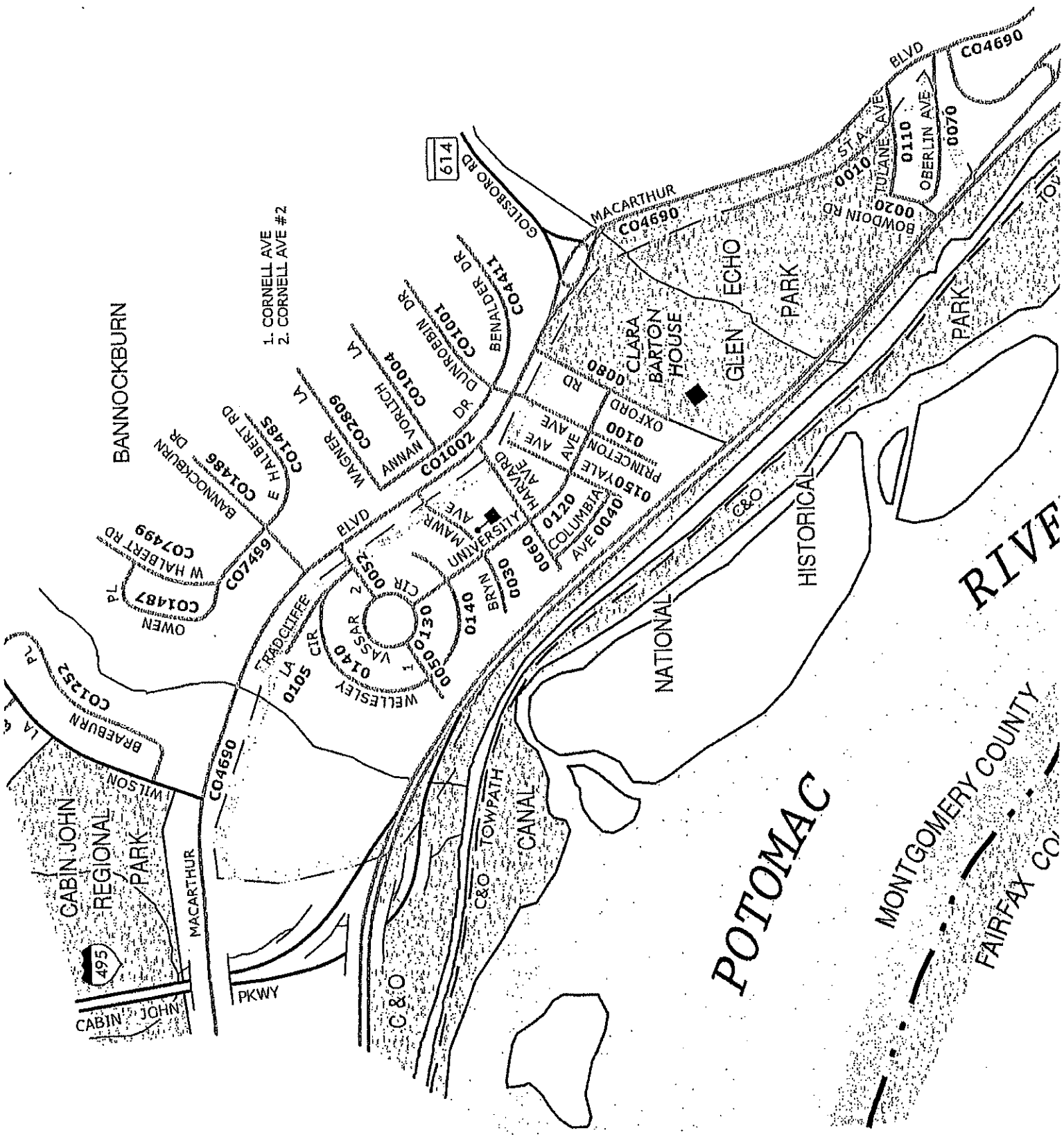
I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Name of Business Entity: _____

Signature and Title: _____

Printed Name: _____

Date: _____



- 1. CORNELL AVE
- 2. CORNELL AVE #2

BANNOCKBURN

BANNOCKBURN DR
E HALBERT RD
W HALBERT RD
OMEN T4
CO1487
CO1486
CO1485
CO1484
CO1483

WAGNER LA
WORLICH LA
WYMAN
DUNROBIN DR
BEAULIER DR
GOSBORO RD
614

200103
200102
200101
0100
0110
0120
0130
0140
0150
0160
0170
0180
0190
0200
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0220
0230
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0059
0060
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0069
0070

BRAEBURN
WILSON
MACARTHUR
CABIN JOHN
REGIONAL
PARK
495
CABIN JOHN
PKWY
C&O
TOWPATH
CANAL

MACARTHUR
CO4690

CLARA
BARTON
HOUSE
GLEN ECHO
PARK

NATIONAL
HISTORICAL
PARK

POTOMAC

MONTGOMERY COUNTY
FAIRFAX CO.

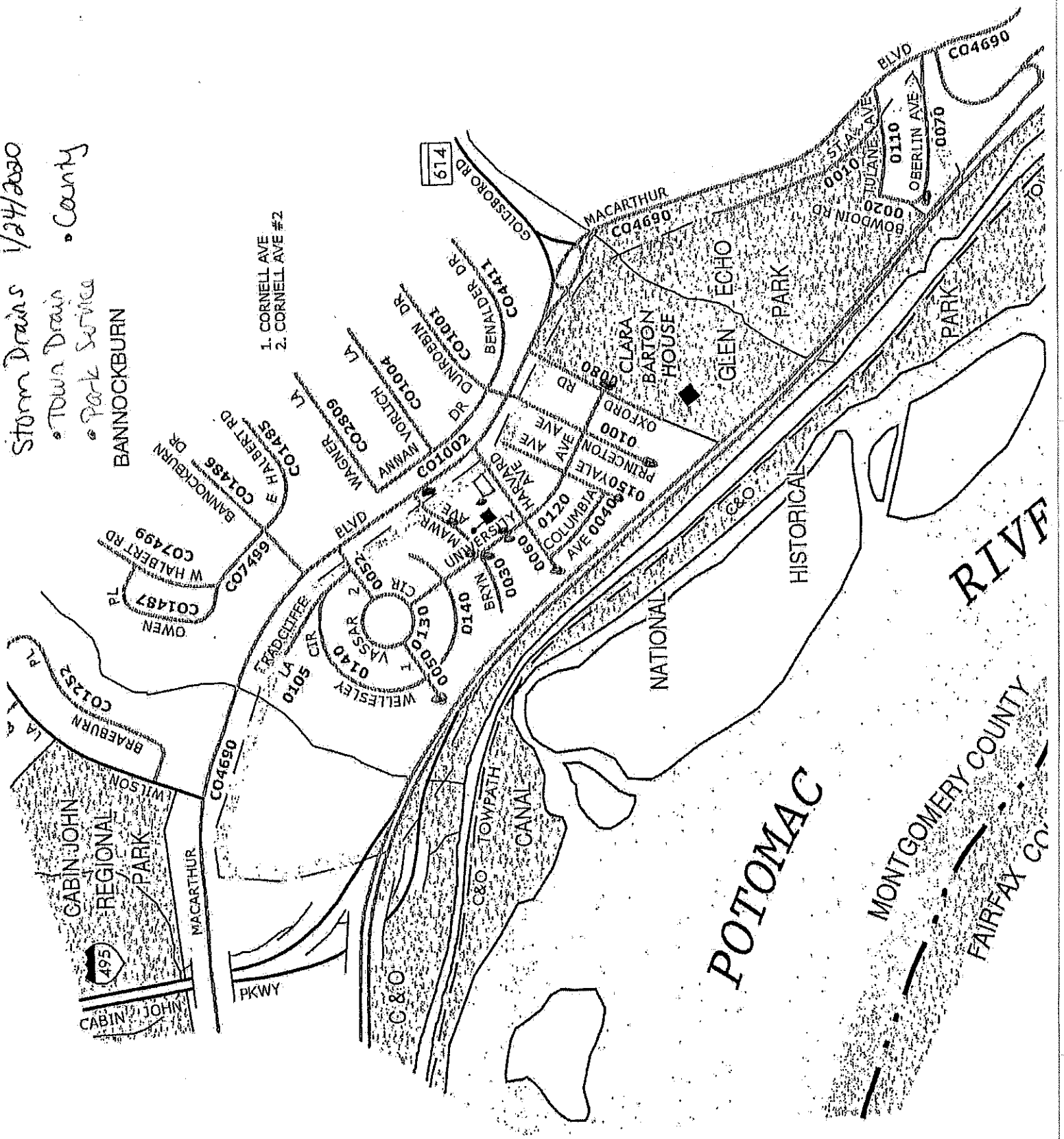
RIVER

BLVD
STATA
0110
0120
0130
0140
0150
0160
0170
0180
0190
0200
0210
0220
0230
0240
0250
0260
0270
0280
0290
0300

CO4690

614

Storm Drains 1/24/2000
 • Town Drain
 • Park Service
 • County



1. CORNELL AVE
2. CORNELL AVE #2

POTOMAC

RIVER

MONTGOMERY COUNTY
 FAIRFAX CO.

Policy No.: 21-05

Introduced: 6/14/2021

Adopted: 6/14/2021

Effective Date: 6/14/2021

Policy on Glen Echo Sustainable Land and Building Management Practices

Section 1. Purpose.

The Glen Echo Town Council hereby finds and declares that it shall be the policy of the Town of Glen Echo to eliminate toxic pesticide use, except in the case of an emergency public health situation (an unpredictable outbreak of a poisonous, stinging, or biting insect, or poisonous or stinging plant that threatens public health), invasive species control, or State mandate, in and on Town-owned property in order to promote a healthy environment and protect the public and Town employees from the risks of pesticides; for the Town and for Town contractors to implement sustainable land and building management practices at all Town-owned properties; and for the Town to endeavor to educate the public on the benefits of adopting sustainable practices. The Town follows the Montgomery County Law that Only organic or minimum-risk pesticides are allowed for use on lawns, playgrounds, mulched recreation areas, and childcare facilities.

Section 2. Findings.

WHEREAS, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system;

WHEREAS, infants, children, pregnant women, the elderly, people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure;

WHEREAS, pesticides and chemical weed killers are harmful to pets, wildlife including threatened and endangered species, soil microbiology, plants, and natural ecosystems;

WHEREAS, toxic runoff from chemical fertilizers, weed killers, and pesticides pollute streams and lakes and drinking water sources;

WHEREAS, the use of hazardous pesticides and weed killers is not necessary to create and maintain healthy landscapes given the availability of viable alternatives practices and products;

WHEREAS, people have a right not to be involuntarily exposed to pesticides or weed killers in the air, water or soil that inevitably result from chemical drift and contaminated runoff;

WHEREAS, recognizing that if an emergency public health situation, invasive species control, or State mandate warrants the use of pesticides, which would otherwise not be permitted under this policy, the Town Manager shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

WHEREAS, the use of a sustainable program that emphasizes Integrated Pest Management (IPM) non-chemical methods of pest prevention and management and the use of the least-toxic pesticide as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations;

WHEREAS, sustainable practices complement other important goals of Town maintenance and administration such as energy conservation and security;

WHEREAS, educating the public on the benefits of sustainable practices will improve the health of the public and the environment; and

WHEREAS, numerous communities and municipalities are embracing a precautionary approach to the use of toxic pesticides in order to adequately protect people and the environment from pesticides' harmful effects; and

WHEREAS, the Town of Glen Echo encourages residents to adopt sustainable and environmental friendly practices via its Green Glen Echo Initiatives and its establishment of the Glen Echo Environment Committee.

Section 3. Definitions.

Crack and Crevice Treatment—means the application of small quantities of a pesticide into openings in a building such as those commonly found at expansion joints, sidewalk joints and cracks, between levels of construction, and between equipment and floors.

Emergency—means an urgent need to mitigate or eliminate a pest that threatens public health or safety.

Sustainable Land and Building Management Practices—means a managed pest control program that: (A) eliminates or mitigates economic and health damage caused by pests; (B) uses—(i) IPM; (ii) site or pest inspections; (iii) pest population monitoring and prevention strategies; (iv) an evaluation of the need for pest control; and, (v) one or more pest prevention and management methods, such as habitat modifications, sanitation practices, entryway closures, structural repair, mechanical and biological controls, effective mowing, watering and fertilizing practices that provide a healthy soil, other nonchemical methods, and if nontoxic options are unreasonable or have been exhausted, a least-toxic pesticide; and (C) minimizes—(i) the use of pesticides; and (ii) the hazards to human health and the environment associated with pesticide applications.

Town Manager —is designated by the Town of Glen Echo to oversee implementation of the sustainable land and building management practices for the Town.

Integrated Pest Management—is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

Natural Organic Fertilizer—means fertilizers that contain nutrients naturally derived solely from the remains or a by-product of an organism, or from a mineral.

Sec. 4 Sustainable Land and Building Management Practice Components.

(1) In General.—The Town shall implement sustainable land and building management practices, that at a minimum— (A) Applies to Town controlled, managed, or owned buildings and grounds; (B) Follows sustainable land and building management practices for addressing pest problems. (C) Presents to Town of Glen Echo Council an actionable plan developed in collaboration with approved advisory committees and interested local advocacy groups with a purpose of providing measurable goals toward sustainability in all aspects of Town operations.

(2) Town Manager - shall— (A) Oversee the implementation of sustainable land and building management; (B) Act as a contact for inquiries about the sustainable land and building management practices; (C) Maintain and make available to any person upon request material safety data sheets, labels, and fact sheets or other official information related to the pesticides, for all pesticides that may be used in the Town building or grounds; (D) Be informed of Federal and State chemical health and safety information and contact information; (E) Maintain scheduling of all pesticide use; (F) Maintain contact with Federal and State sustainable land and building experts; (G) Obtain periodic updates and training from State sustainable land and building experts; (H) Pre-approve any public health emergency pesticide applications; and (I) Maintain all pesticide use data for each pesticide used at Town Hall and grounds for at least 3 years after the date on which the pesticide is applied.

(3) Use Of Pesticides—The Town of Glen Echo shall only use a least-toxic pesticide as part of the sustainable land and building management practices. The least-toxic pesticide may only be used as a last resort following product label application specifications. Pesticides are only to be applied by certified commercial applicators.

(4) Use Of Fertilizers—The Town of Glen Echo shall only use natural organic fertilizers. The use of a synthetic fertilizer is prohibited on properties Town-owned or -managed properties.

(5) Public Health Emergency—

(A) In General—If the Town Manager in conjunction with the Mayor determines that a pest in a Town building or on Town grounds cannot be controlled after having used sustainable land and building management practices and least-toxic pesticides and it is a public health emergency, invasive species control, or State mandate, the Town may use a pesticide in accordance with this subsection.

(B) Town Manager and Mayor Approval Required—The Town Manager and Mayor shall approve, after identifying the pesticide product ingredients and acute and chronic adverse health effects, the pesticide product before any public health emergency application can be made.

(C) Area Use Limitation—The use of an area or room treated by an emergency pesticide, other than a least-toxic pesticide, shall not be occupied or used at the time of application or during the 24-hour period beginning at the end of the application.

(D) Authorized Applicator—The pesticide application shall only be made by a State certified pesticide applicator.

Section 5. Grounds Management Implementation Guidelines.

It is the policy of the Town of Glen Echo to take the following preventive measures to eliminate pest-conducive conditions:

(A) To maintain healthy soil, soil sampling and analysis will be conducted to evaluate and assess the level of care needed for the facility's turf and landscape.

(B) Well-adapted, pest-resistant grass varieties that are more suitable for the Town's climate will be planted.

(C) Lawn aeration will be scheduled twice a year.

(D) De-thatching practices must keep the thatch layers less than 1/2" in order to keep the grass less susceptible to insects, disease and weather stress.

(E) A proper pH for the soils will be maintained. The soil should be tested in order to adjust the pH if needed.

(F) Annual fall fertilizer applications will be scheduled and carried out. Only slow release fertilizer formulations will be used.

(G) Approved soil amendments will be applied as necessitated by soil test results. Following, but not limited to, the recommendations of the Northeast Organic Farmers' Association and/or the Organic Material Review Institute of Eugene, OR.

(H) Outdoor management practices will be modified to comply with organic horticultural science, including scouting, monitoring, watering, pruning, proper spacing and mulching.

(I) Practices will include the use of physical controls, including hand-weeding and overseeding.

(J) Practices will also include the use of biological controls, including the introduction of natural predators, and enhancement of a favorable environment for a pest's natural enemies.

Section 6. City Contracts and Enforcement.

(1) All applicable Town contracts shall be subject to the Town's sustainable land and building management practices;

(2) Failure to comply with the provisions of this act as specified in a contract with the Town may, at the discretion of the Town, result in the voiding of said contract.

Section 6. Public Outreach Campaigns.

The Town recognizes the importance of educating the public on benefits of adopting sustainable practices and the potential dangers of toxic pesticide and synthetic fertilizer use. The Town shall engage in a public education campaign aimed at mitigating the use of toxic pesticides, weed killers and synthetic fertilizers. The Town shall identify or prepare, and then periodically disseminate, materials designed to educate the community about the role of pesticides in our local environment, compliance with recommendations set forth in this policy as well as earth-friendly practices and alternatives to the use of harmful pesticides.

(A) Public awareness and education may take the form of pamphlets and brochures, whether produced and distributed on paper or electronically, and classes and seminars, involving Town staff, non-Town governmental agencies, community and advocacy groups, and other resources.

(B) Materials shall include information about and links to the U.S. Environmental Protection Agency's list of minimum risk pesticides. The Town shall publish the EPA's list of minimum risk pesticides on or before March 1 of each year and ensure that the publication reflects any changes.

Section 7. And Be It Further Enacted. That this policy shall take effect as of the date of its passage.