

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

**SEPTEMBER 21, 2015
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 1:30 p.m. Accepting a Donation of 126 Delaware Avenue – Council Discussion
- 2:00 p.m. Accepting a Donation of 317 & 325 Lake Street – Council Discussion
- 2:30 p.m. Non-Conforming Safety Enhancements – Susan Phillips
- 3:00 p.m. Waiving Central System Line Fees & W&S Fees for 425 Cole Circle- Habitat for
Humanity – Tom Stevenson/Julia Glanz
- 3:30 p.m. Council discussion
- 3:45 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

Memo

To: Julia Glanz
From: Susan Phillips
Date: 9/16/2015
Re: Property Donation – 126 Delaware Avenue

Attached please find a resolution to accept a property donation of 126 Delaware Avenue.

Included in this packet you will find any fees owing on this property.

Unless you have any questions please forward this memorandum to the Mayor and City Council.

1
2
3 RESOLUTION NO. _____
4

5 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING THE DONATION OF THE
6 REAL PROPERTY LOCATED AT 126 DELAWARE AVENUE, SALISBURY, MARYLAND
7 21801, FROM THE ESTATE OF JAMES W. WINDSOR.
8

9 WHEREAS, the donor, the HSBC Bank, USA National Associates Trustee, desires to
10 donate real property located at 126 Delaware Avenue, Salisbury, Maryland 21801, which was
11 acquired by him by deed dated June 28, 2012, and recorded in the Wicomico County, Maryland
12 Land Records in Liber 872, folio 209; and
13

14 WHEREAS, the City of Salisbury is interested in obtaining foreclosed and/or abandoned
15 properties which create a blighting influence on our neighborhoods, so that said properties may
16 be either rehabilitated for resale, or demolished to make way for new construction; and
17

18 WHEREAS, this property was the subject of a receivership action recently filed in the
19 District Court of Wicomico County, Maryland, whereby the owner, HSBC Bank, offered to
20 donate the property to the City in order to settle the receivership action; and
21

22 WHEREAS, there are no other outstanding charges, liens or judgments on this property
23 except for the current tax year real property taxes for the property.
24

25 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
26 Maryland does hereby accept the donation of the real property located at 126 Delaware Avenue,
27 Salisbury, Maryland 21801 from the owner, HSBC Bank.
28

29 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
30 of the Council of the City of Salisbury held on this ____ day of _____, 2015 and is to
31 become effective immediately upon adoption.
32

33 ATTEST:
34

35 _____
36 Kimberly R. Nichols
37 CITY CLERK
38

35 _____
36 Jacob R. Day
37 PRESIDENT, City Council
38

39 APPROVED by me this _____ day of _____, 2015
40

41 _____
42 James Ireton, Jr.
43 MAYOR, City of Salisbury







INTER

OFFICE

MEMO

Office of the Mayor

To: City Council
From: Tom Stevenson, City Administrator
Subject: SALKAP Property- 317-327 Lake Street
Date: September 11, 2015

Neighborhood Services and Code Compliance recently made a presentation to the City Council about the donation of the SALKAP property located at 317-327 Lake Street. Due to the history of the property the Council asked NSCC to investigate further testing of the soil for petroleum contamination before considering to accept this property as a donation.

NSCC has been in contact with three local vendors to evaluate the scope of such a project and the best course of action for retesting the soil on the property. NSCC reached out to three vendors to help with this project. Sussex Environmental Consultants Inc. stated the project was beyond their capabilities. John D. Hynes and Associates, Inc. and AIM Services Inc. both made site visits to the location.

Both vendors agreed the minimum cost of the appropriate testing of the soil will be \$5,000, but could be more depending on how extensive the testing was requested by Council. Both vendors were provided with the U.S Environmental Protection Agency's report dated December 1, 2004 prepared by Tetra Tech EM Inc.

Although both vendors are more than willing to conduct the testing, they both inquired why the City was interested in further testing since the EPA's report states that the property requires no further action.

After meeting with the vendors, hearing their expert opinions, and reading in the EPA's report that the property's soil is within normal limits, the City staff recommends that no further action is required. If the Council recommends further testing we will need additional funds allotted.

Acquiring this property could position the City to stimulate growth along the North Prong. We believe that this is the perfect opportunity to move forward.

Cc: Mayor Ireton
Julia Glanz, Asst. City Administrator

1
2
3 RESOLUTION NO. _____
4

5 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING THE DONATION OF THE
6 REAL PROPERTY LOCATED AT 317 – 325 LAKE STREET, SALISBURY, MARYLAND
7 21801, FROM SALKAP, LLC.
8

9 WHEREAS, the donor, owner Salkap, LLC, desires to donate the real property located at
10 317 – 325 Lake Street, Salisbury, Maryland 21801, by deed dated October 3, 2003, and recorded
11 in the Wicomico County, Maryland Land Records in Liber 2170, folio 632 through 637; and
12

13 WHEREAS, there are outstanding charges due to the City of Salisbury for this property
14 for municipal infractions, removal of debris, grass cutting, weed removal, administrative fees and
15 a deed of trust debt; and
16

17 WHEREAS, the City of Salisbury is interested in obtaining foreclosed and/or abandoned
18 properties which create a blighting influence on our neighborhoods, so that said properties may
19 be either rehabilitated for resale, or demolished to make way for new construction; and
20

21 WHEREAS, there are no other outstanding charges, liens or judgments on this property
22 with the exception of current year real property taxes.
23

24 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
25 Maryland does hereby accept the donation of the real property located at 317 – 325 Lake Street,
26 Salisbury, Maryland 21801 from Salkap, LLC, and waive the outstanding fees due to the City of
27 Salisbury upon receipt of the property.
28

29 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
30 of the Council of the City of Salisbury held on this ____ day of _____, 2015 and is to
31 become effective immediately upon adoption.
32

33 ATTEST:
34
35

36 _____
37 Kimberly R. Nichols
38 CITY CLERK
39

Jacob R. Day
PRESIDENT, City Council

40 APPROVED by me this _____ day of _____, 2015
41

42 _____
43 James Ireton, Jr.
44 MAYOR, City of Salisbury



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940
 (410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
08/11/2015	32991	\$818.41

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
GENERAL BILLING						
325 LAKE STREET	19897	07/28/2014				
1 GRASS CUT-325 LAKE STREET		07/28/2014	\$135.00	\$0.00	\$0.00	\$152.55
2 ADMINISTRATIVE FEE-325 LAKE STREET		07/28/2014	\$100.00	\$0.00	\$0.00	\$113.00
Bill Summary			\$235.00	\$0.00	\$0.00	\$265.55
GENERAL BILLING						
325 LAKE STREET	21279	01/07/2015				
1 SIDEWALK WEED REMOVAL-325 LAKE STREET		01/07/2015	\$12.50	\$0.00	\$0.00	\$13.38
2 ADMINISTRATIVE FEE-325 LAKE STREET		01/07/2015	\$100.00	\$0.00	\$0.00	\$107.00
Bill Summary			\$112.50	\$0.00	\$0.00	\$120.38
GENERAL BILLING						
325 LAKE STREET	21280	01/07/2015				
1 GRASS CUT-325 LAKE STREET		01/07/2015	\$32.50	\$0.00	\$0.00	\$34.78
2 ADMINISTRATIVE FEE-325 LAKE STREET		01/07/2015	\$100.00	\$0.00	\$0.00	\$107.00
Bill Summary			\$132.50	\$0.00	\$0.00	\$141.78
GENERAL BILLING						
325 LAKE STREET	22403	06/19/2015				

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
32991	08/11/2015	\$818.41	\$

Credit Cards Accepted
 Please Complete Information on Reverse Side.



↓ THIS IS YOUR RETURN ENVELOPE ↓
▲ 1. DETACH ALONG THIS PERFORATION. ▲
 2. MOISTEN AND FOLD FLAP TO SEAL.



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

Statement Date
08/11/2015
Customer Number
32991
Total Due
\$818.41

SALKAP LLC-325 LAKE
 ATTN: ROGER MILLER
 RE:325 LAKE
 2601 BISCAYNE BLVD
 MIAMI, FL 33137

TYLER FORM PROCESSING TO ORDER CALL 800-772-2260

TYLER FORM PROCESSING REORDER NUMBER PREVIEW



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

STATEMENT Overflow Report

SALKAP LLC-325 LAKE

Statement Date	Customer Number
08/11/2015	32991

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
1 SIDEWALK WEED REMOVAL-325 LAKE STREET		06/19/2015	\$37.50	\$0.00	\$0.00	\$38.25
2 ADMINISTRATIVE FEE-325 LAKE STREET		06/19/2015	\$100.00	\$0.00	\$0.00	\$102.00
<i>Bill Summary</i>			\$137.50	\$0.00	\$0.00	\$140.25
GENERAL BILLING		22404	06/19/2015			
325 LAKE STREET						
1 GRASS CUT-325 LAKE STREET		06/19/2015	\$47.50	\$0.00	\$0.00	\$48.45
2 ADMINISTRATIVE FEE-325 LAKE STREET		06/19/2015	\$100.00	\$0.00	\$0.00	\$102.00
<i>Bill Summary</i>			\$147.50	\$0.00	\$0.00	\$150.45
1 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Other Fees	Interest	Total Due
\$0.00	\$285.00	\$0.00	\$480.00	\$0.00	\$53.41	\$818.41



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
08/11/2015	33687	\$2,700.00

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 24916	18075	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24916 5 CITATION/FINE CONDEMN ORDER		12/11/2013	\$250.00	\$0.00	\$0.00	\$250.00
2 Q100 REINSPECT FEE 1 VIOLATION 24916 6 CITATION/FINE CONDEMN ORDER		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$350.00	\$0.00	\$0.00	\$350.00

NEIGHBORHOOD SERVICE CODE & COMPLIANCE 325 LAKE ST VIOLATION: 24917	18076	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24917 5 CITATION/FINE		12/11/2013	\$250.00	\$0.00	\$0.00	\$250.00

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
33687	08/11/2015	\$2,700.00	\$

Credit Cards Accepted
Please Complete Information on Reverse Side.



THIS IS YOUR RETURN ENVELOPE
1. DETACH ALONG THIS PERFORATION.
2. MOISTEN AND FOLD FLAP TO SEAL.



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940

Statement Date
08/11/2015
Customer Number
33687
Total Due
\$2,700.00 1250

SALKAP LLC
1801 FALLS RD STE 3A
ATTEN CHRISTOPHER REGAN
BALTIMORE, MD 21201

TYLER FORM PROCESSING TO ORDER CALL - 800-772-2260

U.S. PAT. NO. 6,093,407

REORDER NUMBER PREVIEW

TYLER FORM PROCESSING



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

SALKAP LLC

Statement Date	Customer Number
08/11/2015	33687

STATEMENT Overflow Report

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
2 CONDEMN ORDER Q100 REINSPECT FEE 1 VIOLATION 24917 6 CITATION/FINE CONDEMN ORDER		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$350.00	\$0.00	\$0.00	\$350.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 325 LAKE ST VIOLATION: 24918	18077	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24918 4 CITATION/FINE EXTERIOR HOUSING		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
2 Q100 REINSPECT FEE 1 VIOLATION 24918 5 CITATION/FINE EXTERIOR HOUSING		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$200.00	\$0.00	\$0.00	\$200.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 24919	18230	12/18/2013				
1 Q600 CITATION # 1 VIOLATION 24919 4 CITATION/FINE EXTERIOR HOUSING		12/18/2013	\$100.00	\$0.00	\$0.00	\$100.00
2 Q100 REINSPECT FEE 1 VIOLATION 24919 5 CITATION/FINE EXTERIOR HOUSING		12/18/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$200.00	\$0.00	\$0.00	\$200.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 25076	18922	03/11/2014				
1 Q600 CITATION # 1 VIOLATION 25076 4 CITATION/FINE DEMOLITION		03/11/2014	\$200.00	\$0.00	\$0.00	\$200.00
2 Q100 REINSPECT FEE 1 VIOLATION 25076 5 CITATION/FINE DEMOLITION		03/11/2014	\$100.00	\$0.00	\$0.00	\$100.00
3 Q605 CITATION # 2 VIOLATION 25076		03/11/2014	\$300.00	\$0.00	\$0.00	\$300.00



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

SALKAP LLC

Statement Date	Customer Number
08/11/2015	33687

STATEMENT Overflow Report

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
6 CITATION/FINE DEMOLITION						
4 Q200 REINSPECTION # 2 VIOLATION 25076		03/11/2014	\$100.00	\$0.00	\$0.00	\$100.00
7 CITATION/FINE DEMOLITION						
Bill Summary			\$700.00	\$0.00	\$0.00	\$700.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE	18923	03/11/2014				
325 LAKE ST VIOLATION: 25077						
1 Q600 CITATION # 1 VIOLATION 25077		03/11/2014	\$200.00	\$0.00	\$0.00	\$200.00
4 CITATION/FINE DEMOLITION						
2 Q100 REINSPECT FEE 1 VIOLATION 25077		03/11/2014	\$100.00	\$0.00	\$0.00	\$100.00
5 CITATION/FINE DEMOLITION						
3 Q605 CITATION # 2 VIOLATION 25077		03/11/2014	\$300.00	\$0.00	\$0.00	\$300.00
6 CITATION/FINE DEMOLITION						
4 Q200 REINSPECTION # 2 VIOLATION 25077		03/11/2014	\$100.00	\$0.00	\$0.00	\$100.00
7 CITATION/FINE DEMOLITION						
Bill Summary			\$700.00	\$0.00	\$0.00	\$700.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE	21201	12/17/2014				
317 LAKE ST VIOLATION: 25692						
1 Q600 CITATION # 1 VIOLATION 25692		12/17/2014	\$100.00	\$0.00	\$0.00	\$100.00
1 CITATION/FINE ACCS USES AND STRUCTURES						
2 Q100 REINSPECT FEE 1 VIOLATION 25692		12/17/2014	\$100.00	\$0.00	\$0.00	\$100.00
2 CITATION/FINE ACCS USES AND STRUCTURES						
Bill Summary			\$200.00	\$0.00	\$0.00	\$200.00
1 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Other Fees	Interest	Total Due
\$0.00	\$0.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
08/11/2015	28128	\$527.71

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
GENERAL BILLING						
317 LAKE STREET	19896	07/28/2014				
1 GRASS CUT-317 LAKE STREET		07/28/2014	\$135.00	\$0.00	\$0.00	\$152.55
2 ADMINISTRATIVE FEE-317 LAKE STREET		07/28/2014	\$100.00	\$0.00	\$0.00	\$113.00
Bill Summary			\$235.00	\$0.00	\$0.00	\$265.55
GENERAL BILLING						
317 LAKE STREET	21277	01/07/2015				
1 SIDEWALK WEED REMOVAL-317 LAKE STREET		01/07/2015	\$12.50	\$0.00	\$0.00	\$13.38
2 ADMINISTRATIVE FEE-317 LAKE STREET		01/07/2015	\$100.00	\$0.00	\$0.00	\$107.00
Bill Summary			\$112.50	\$0.00	\$0.00	\$120.38
GENERAL BILLING						
317 LAKE STREET	21278	01/07/2015				
1 GRASS CUT-317 LAKE STREET		01/07/2015	\$32.50	\$0.00	\$0.00	\$34.78
2 ADMINISTRATIVE FEE-317 LAKE STREET		01/07/2015	\$100.00	\$0.00	\$0.00	\$107.00
Bill Summary			\$132.50	\$0.00	\$0.00	\$141.78
1 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Other Fees	Interest	Total Due
\$0.00	\$0.00	\$0.00	\$480.00	\$0.00	\$47.71	\$527.71

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
28128	08/11/2015	\$527.71	\$

Credit Cards Accepted
Please Complete Information on Reverse Side.



THIS IS YOUR RETURN ENVELOPE ↓ ▲ 1. DETACH ALONG THIS PERFORATION. ▲
2. MOISTEN AND FOLD FLAP TO SEAL.



The City of Salisbury

125 N. Division Street
Salisbury, MD 21801-4940

Statement Date
08/11/2015
Customer Number
28128
Total Due
\$527.71

SALKAP, LLC-317 LAKE
ATTN: CHRISTOPHER REGAN
1801 FALLS ROAD, STE 3A
BALTIMORE, MD 21201-5811

TYLER FROM PROCESSING

REORDER NUMBER RSEWENV



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940
 (410) 548-3110

STATEMENT

Statement Date	Customer Number	Total Due
08/11/2015	33687	\$2,700.00

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 24916	18075	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24916 5 CITATION/FINE CONDEMN ORDER		12/11/2013	\$250.00	\$0.00	\$0.00	\$250.00
2 Q100 REINSPECT FEE 1 VIOLATION 24916 6 CITATION/FINE CONDEMN ORDER		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$350.00	\$0.00	\$0.00	\$350.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 325 LAKE ST VIOLATION 24917	18076	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24917 5 CITATION/FINE		12/11/2013	\$250.00	\$0.00	\$0.00	\$250.00

RETURN THIS REMIT PORTION WITH YOUR PAYMENT.

Customer Number	Statement Date	Statement Total Due	Amount Remitted
33687	08/11/2015	\$2,700.00	\$

Credit Cards Accepted
 Please Complete Information on Reverse Side.



↓ THIS IS YOUR RETURN ENVELOPE ↓ ▲ 1. DETACH ALONG THIS PERFORATION. ▲
 2. MOISTEN AND FOLD FLAP TO SEAL.



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

Statement Date
08/11/2015
Customer Number
33687
Total Due
\$2,700.00 1450

SALKAP LLC
 1801 FALLS RD STE 3A
 ATTN CHRISTOPHER REGAN
 BALTIMORE, MD 21201

TYLER FORM PROCESSING TO ORDER CALL 866-772-2880 TYLER FORMS

REORDER NUMBER PREVIEW TYLER FORM PROCESSING



The City of Salisbury
 125 N. Division Street
 Salisbury, MD 21801-4940

SALKAP LLC

Statement Date	Customer Number
08/11/2015	33687

STATEMENT Overflow Report

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
2 CONDEMN ORDER Q100 REINSPECT FEE 1 VIOLATION 24917 6 CITATION/FINE CONDEMN ORDER		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$350.00	\$0.00	\$0.00	\$350.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 325 LAKE ST VIOLATION 24918	18077	12/11/2013				
1 Q600 CITATION # 1 VIOLATION 24918 4 CITATION/FINE EXTERIOR HOUSING		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
2 Q100 REINSPECT FEE 1 VIOLATION 24918 5 CITATION/FINE EXTERIOR HOUSING		12/11/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$200.00	\$0.00	\$0.00	\$200.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 24919	18230	12/18/2013				
1 Q600 CITATION # 1 VIOLATION 24919 4 CITATION/FINE EXTERIOR HOUSING		12/18/2013	\$100.00	\$0.00	\$0.00	\$100.00
2 Q100 REINSPECT FEE 1 VIOLATION 24919 5 CITATION/FINE EXTERIOR HOUSING		12/18/2013	\$100.00	\$0.00	\$0.00	\$100.00
Bill Summary			\$200.00	\$0.00	\$0.00	\$200.00
NEIGHBORHOOD SERVICE CODE & COMPLIANCE 317 LAKE ST VIOLATION: 25076	18922	03/11/2014				
1 Q600 CITATION # 1 VIOLATION 25076 4 CITATION/FINE DEMOLITION		03/11/2014	\$200.00	\$0.00	\$0.00	\$200.00
2 Q100 REINSPECT FEE 1 VIOLATION 25076 5 CITATION/FINE DEMOLITION		03/11/2014	\$100.00	\$0.00	\$0.00	\$100.00
3 Q605 CITATION # 2 VIOLATION 25076		03/11/2014	\$300.00	\$0.00	\$0.00	\$300.00

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson
From: Theo Williams *TW*
Subject: Information for Donation of Kapilof Properties
Date: 10 August 2015

As Salkap, LLC has expressed their desire to donate the properties that they own at 317-321 and 323-325 Lake St., I wish to summarize the information that the City gathered on the property from Salkap's last attempt to donate these properties to the City of Salisbury in 2009. Following a 1990 Oil Spill on the property, the EPA, U.S. Coast Guard, and MDE responded to the spill and over the course of the next decade took several corrective actions, culminating in the Coast Guard's 2000 instillation of a steel bulkhead and an interceptor trench pumping and treatment system. A 2004 report prepared for the EPA on the site came to the conclusion that:

Waste/source and groundwater analytic data indicate that the water table aquifer has been impact by a release of hazardous substances which may be at least partially attributable to on-site sources. No hazardous substances directly attributable to the site were detected in the two surface water samples collected from the property.¹

By 2009, however, letters to the City of Salisbury from the EPA and MDE stated that "oil was no longer detectable [in the groundwater]." Moreover, both the EPA and MDE closed their cases on the property at this time. The property was also removed from MDE's Master Brownfield Inventory list. As a result of these conclusions, there is no need for a Phase I or Phase II environmental impact study.

There are some financial obligations associated with the property. First, there is a deed of trust tied to the property for a debt owed by "Salkap, LLC" to "Herman Braude" as a result of an

¹ "Trip Report from the Lake Street Oil Farm Site: Salisbury, Wicomico County, Maryland," (EPA: 2004): 26.

unpaid commercial loan from “Cadillac Investment Partners, LLC.” The amount totals \$50,000 and is payable by July 31, 2034, after which point Herman Braude and/or his successors may sell the property at public auction to recoup this amount. As this donation would constitute a “purchase,” the City of Salisbury would take on this debt and would have to pay it at point of sale. Moreover, upkeep of the property was estimated to be approximately \$2000 per annum, according to an estimate that Tom Stevenson received from Candlelight Construction in 2009.

There is, however, a source of revenue from the property in the form of a dock lease with Perdue Farms for their usage of a section of the bulkhead for docking purposes. The lease currently brings in revenue stream of \$1,500 per month. This lease was created in 2003, and I see absolutely no reason for the City not to renegotiate the lease to adjust for inflation. Using the U.S. Bureau of Labor Statistics’ CPI inflation calculator,² the lease should be for \$1,939 in 2015 dollars. If the lease is renegotiated to \$2,000 per month, the \$50,000 debt could be paid off in 27 months, while also covering the cost of maintenance for those two years. Furthermore, the rent, if renegotiated, could cover the cost of the demolition, maintenance, and the outstanding debt in a little over five years’ time:

Outstanding Costs:	\$50,000	Deed of Trust
	\$68,000	Est. Cost of Full Demo
	\$10,000	<u>5 Years of Maintenance</u>
	\$128,000	Total Cost
	-\$128,000	5 Years, 4 Months of Rent

Lastly, a December 2008 appraisal, paid for by Salkap, put the market value of the property at \$530,000. While property values have fallen severely since 2008, the properties are still currently assessed at nearly \$200,000 according to SDAT. Thus, the current market value of the property can reasonably assumed to between \$200,000 and \$500,000.

² Available at http://www.bls.gov/data/inflation_calculator.htm.

Neighborhood
Services & Code
Compliance

Memo

To: John Pick
From: M. Thomas Stevenson, Jr. *MTS*
Date: February 12, 2009
Re: Property Appraisal (SAL – KAP)

As requested, attached you will find the appraisal for the subject property.

Please let me know if you have any questions or require additional information.

Ilene R. Sheer, P.A.
Real Estate Appraisers & Consultants

December 3, 2008

Dr. Bernard Kapiloff
5307 N. Charles Street
Baltimore, MD 21210-2022

RE: 317-325 Lake Street
City of Salisbury, MD 21801

Dear Dr. Kapiloff:

In accordance with your request for an appraisal of the above captioned property for the purpose of estimating market value of the fee simple interest, as of November 20, 2008. The property we have been asked to value consists of two contiguous sites containing 1.87 acres (81,600 sq. ft.) parcel of land. It is located along the east side of Lake Street in the City of Salisbury, Wicomico County, Maryland. The property is a level, rectangular shaped vacant parcel.

In preparation of this report, we have familiarized ourselves with the neighborhood and the immediate environs in which the subject is located. In valuation of the subject we have developed the sales comparison approach to value, exclusively. In the sales comparison approach we researched the market for sales of land considered similar to the subject. The following report sets forth pertinent facts and data used in arriving at our value conclusions.

As a result of our investigation and by virtue of our experience, it is our opinion that market value of the fee simple interest of 317-325 Lake Street, Salisbury, Wicomico County, Maryland was **FIVE HUNDRED THIRTY THOUSAND (\$530,000) DOLLARS.**

Respectfully,

ILENE R. SHEER, P.A.



Ilene R. Sheer, MAI

2008-370/Lake Street letter

SUMMARY OF SALIENT FACTS & CONCLUSIONS

Location: 317, 325 Lake Street
Salisbury, Wicomico County, Maryland 21801

Legal Description: Tax Map 106, Grid 11, Parcel 1625, 1626, Lots 7, 8, 9

Ownership: Balkap LLC

Land Area: 1.87 acres, 81,600 Sq. Ft.

Zoning: Riverfront Redevelopment Multuse District No. 1

Property Description: The property consists of a mostly level generally rectangular shaped lot located on the east side of Lake Street with frontage along Wicomico River.

Highest & Best Use: As a future development site according to the zoning requirements of the City of Salisbury

Date of Appraisal: November 20, 2008

Value Indicators:

COST APPROACHNot Used

SALES COMPARISON APPROACH\$530,000

INCOME APPROACHNot Used

Final Estimate of Market Value.....\$530,000

PURPOSE OF THE APPRAISAL

The owner of the subject property finds it necessary to have an appraisal made for the purpose of estimating market value of the subject as of November 20, 2008. This report is being used for a potential sale.

Market value shall be defined as follows:

MARKET VALUE¹

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not effected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

DATE OF APPRAISAL

The date of this appraisal shall be as of November 20, 2008.

FEE SIMPLE

Absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the Governmental Powers of Taxation, Eminent Domain, Police Power and Escheat².

¹ OCC Final Rule 12 CFR Part 24.

² The Appraisal of Real Estate, 10th Edition, Page 122.

LEGAL DESCRIPTION

While we have not been provided a complete metes and bounds legal description, the subject property consists of two contiguous parcels of land. The property is known as 317-325 Lake Street and consists of 1.87 acres of land or 81,600 sq. ft. The property can be referenced within the Wicomico County Tax Maps at Tax Map 106, Grid 11, Parcel 1626, Block 19, Lots 8, 9 and Parcel 1625, Block 19, Lot 7.

HISTORY OF THE SUBJECT PROPERTY

The subject property is currently deeded in the name of Salkap, LLC, c/o The Sentinel Newspapers. It was purchased by the owner from OMO Petroleum Company LLC in December 2003 for \$10,000. It was not considered to be an arms length transaction. The deed can be found in Liber 2170 Folio 632.

SCOPE OF THE APPRAISAL

As requested by the client, we have estimated the market value of the subject property, as of a current date, November 20, 2008. Unless otherwise noted within this report, all information including, but not limited to descriptive information, comparable sales data, parcel size, ownership, history of the property and other pertinent data, was obtained from the current ownership/management of the property.

The scope of our work includes the following:

- 1) A review of the subject's neighborhood within Salisbury, Maryland.
- 2) A search of the public land records and the Comps sales database for comparable land sales.
- 3) Development of the Sales Comparison Approach to Value.

PROPERTY DESCRIPTION

Site Description

The subject site is located along the east side of Lake Street and the west side of the Wicomico River just north of US Route 50 in the City of Salisbury, Wicomico County, Maryland. The subject site is rectangular in shape and contains a total land area of 1.87 acres or 81,600 square feet.

Topography of the site is level and is served with all public utilities, including public water and sewer with gas, electricity, cable and telephone service being provided by privately owned public utility corporations. According to the current owner the majority of the property has been cleaned up. However, we are not environmental engineers and do not know if there is any environmental impact to the tanks that had been on the property. We always recommend a study on potential environmental hazards be done on the site.

ASSESSMENT DATA AND TAXES

The subject property is assessed in Wicomico County in two accounts identified as 019732 and 047409. The subject property's combined Full Cash Value is as follows:

Land:	\$204,000
Improvements	<u>2,000</u>
Total:	\$206,000

The State of Maryland has enacted a real estate assessment procedure called the Triennial Assessment. Under this procedure, one-third of all properties are reassessed each year. The increase in assessment, if any, is phased-in during a three year period, one-third per year. On the other hand, reductions in assessments are granted immediately, and remain flat throughout the triennial period.

The subject property was most recently assessed for the Levy Year beginning July 1, 2006, and was equal to the previous assessment. As of the date of value the property is in the third year of the phase-in.

Year 3 (2008/09):.....\$206,000

The appropriate 2008/09 tax rate for the subject property is as follows:

<u>Taxing Authority</u>	<u>Tax Rate</u>
City of Salisbury	0.814/\$100
State of Maryland:	<u>0.112/\$100</u>
Total:	\$0.926/\$100

The real estate tax burden for the subject property is calculated as follows:

$$\$206,000 \times \$0.926/\$100 = \$1,907.56$$

It is important to note that based on our market valuation of the subject property, the property is believed to be under-assessed.

ZONING

The subject property is zoned Riverfront Redevelopment Multiuse District No. 1 within the City of Salisbury, Wicomico County, Maryland. The Riverfront Redevelopment Multiuse District No. 1 is generally intended to recognize that the area on both sides of the Wicomico River between US Route 50 and West Isabella Street as an area of prime for redevelopment as a commercial retail and residential center. It is uniquely situated north of the West Main Street and US Route 50 drawbridges which have contributed to the decline of the area. The North Prong of the Wicomico River is also a highly visible area due to its exposure to high volumes of traffic as well as the surrounding topography.

Permitted uses include: apartments and single family attached residential uses, provided that such development is designed not to preclude access to the waterfront; Hotel, motel or other tourist related facility; Office building; Business uses and offices, including insurance, real estate and financial offices; Cultural uses, such as museums, libraries, meeting rooms and theaters; Institutional uses, such as hospitals, care homes, churches and nursing homes; Professional uses, including medical, legal, engineering, surveying and architectural offices and facilities; Parking lot or structure; Public or private utility buildings or uses and utility substation; Recreational, social, cultural facilities, public parks and open space; Restaurants and outdoor eating facilities; Specialty shopping facilities, such as art gift, antique, import, health and natural goods, including uses of a more general commercial nature which do not detract from the purpose of the waterfront; Day-care services for employees or patrons of a permitted use as an accessory use; Accessory uses and structures clearly incidental to, customary to and associated with the permitted use, including but not limited to swimming pools and boat slips or piers.

The minimum lot area in the Riverfront Redevelopment Multiuse District is as follows:

- 1) Lot area: 5,000 square feet.
- 2) Lot width: 50 feet

Floor area ratio

- 1) Floor area for commercial or other uses shall not be used when computing density for dwelling units.
- 2) Inherent residential density shall not exceed forty (40) units per acre.
- 3) Increased density shall require a special exception from the board of zoning appeals. In addition to consideration of the criteria required the board shall consider the criteria set forth in subsection B4 of this section.

Height

- 1) Inherent height shall not exceed 75 feet.
- 2) Increased height shall require a special exception

HIGHEST AND BEST USE

Market values of land and of improved properties are both estimated under the assumption that potential purchasers will pay prices that reflect their analyses of the most profitable use of the land or the property as improved. The most profitable use assumption tends to produce the highest offering prices.

As such, highest and best use is a fundamental premise in the valuation process; it is defined as follows:

That reasonable and probable use that supports the highest present value as defined as of the effective date of the appraisal.

Alternatively, that use from among reasonably probable and legal alternative uses found to be physically possible, legally permissible, financially feasible and which results in the highest land value.

This definition applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds total value of the property in its existing use.

Implied within the definition is recognition of the contribution of a specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraisers' judgment and analytical skills, i.e., that the use determined from analysis represents an opinion not a fact.

Highest & Best Use of Property as if Vacant versus as Improved

It is incumbent upon the appraiser to analyze the effect of existing improvements in order to determine whether they contribute to or detract from land value as if vacant. A further consideration is if the existing improvements contribute to property value should they be modified in order to increase their contribution. There are many instances where highest and best use probably will change in the foreseeable future. The uses to which sites and improved properties are put until they are ready for their future highest and best uses are called interim uses. Interim uses are thus current highest and best uses that are anticipated to change in the foreseeable future. Examples of these interim uses include farms, parking lots, and old buildings.

Many parcels of land are too large for their principal highest and best uses. Such land parcels may have, in effect, two highest and best uses (i.e. the use for the improved portion and another use for the remaining, or excess, land).

Highest and Best Use (cont'd)

Elements in Highest and Best Use

In determining highest and best use of either land as though vacant or property as improved, the use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These three (3) conditions are discussed as follows:

PHYSICALLY POSSIBLE:

Size, shape, dimensions, soil conditions, utilities availability and terrain affect the uses to which land may be developed. Highest and best use of a property as improved depends on whether the property is in good repair and can continue to accommodate the current or another use. The subject property consists of a rectangular shaped flat parcel of land containing a total land area of 31,600 square feet. The subject site enjoys frontage along the east side of Lake Street. The property is level and a variety of developments are physically possible.

LEGALLY PERMISSIBLE:

A threshold component of highest and best use is to determine what is legally permissible. Private restrictions, existing or most probable zoning, building codes, historic district controls, urban renewal ordinances, environmental regulations, or other encumbrances are considered because they may preclude many possible highest and best uses. As noted in the *Zoning* section of this report, the subject is governed by the Riverfront Redevelopment Multiuse District No. 1 zoning classification of the City of Salisbury. This zoning district permits a variety of uses as outlined in the zoning section of this report.

FINANCIALLY FEASIBLE:

After determining the uses that are physically possible and legally permissible, the appraiser needs to consider the uses that are likely to produce an adequate return on investment. All uses that are expected to produce a positive return are regarded as financially feasible. Based on sales of similar properties in the neighborhood they indicate properties like the subject are being purchased. As such it is our opinion the potential uses of the property are a financially feasible use.

MAXIMALLY PRODUCTIVE:

Among financially feasible uses, the use that provides the highest rate of return, or value, is the highest and best use. While various types of uses would be physically possible and legally permitted for the subject site, typically that use, which is long term, or expected to remain on the site for the economic life of the improvements becomes maximally productive.

SALES COMPARISON APPROACH

The properties consist of two contiguous parcels of land known as 317-325 Lake Street. The site is vacant and mostly level.

The sales comparison approach is essential in almost every appraisal of the value of real property. Value estimated by this approach frequently is defined as the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure. This definition assumes that both buyer and seller are fully informed as to the property and the state of the market for that type of property, and that the property has been exposed in the open market for a reasonable time.

The application of this approach leads to a value estimate of a property by comparing it with similar properties of the same type and class which have sold recently or are currently offered for sale in the same or competing areas. The comparative process utilized in determining the degree of comparability between two properties involves judgment as to similarity with respect to many value factors such as location, date of sale, size, physical condition etc. The adjusted sales prices of those properties deemed most comparable tend to set a range in which the value of the subject property should fall. Further consideration of the comparable data will indicate to the appraiser a figure representing the value of the subject property (i.e. a probable price at which it could be sold by a willing-seller to a willing-buyer as of the date of the appraisal).

The basic common denominator of value for vacant land is considered the price per sq. ft. of land area. That is, sales or offering price is divided by the total number of square feet in the property.

The following is an illustration of three (3) vacant land sales, which have recently sold and are deemed suitable for comparison to the subject property.

COMPARABLE LAND SALE NO. 1

LOCATION: 510 Riverside Drive
Salisbury, Wicomico County, Maryland 21801

LEGAL DESCRIPTION: Tax Map 111, Grid 4, Parcel 1500

GRANTOR: Cavalier Resources Limited

GRANTEE: Seiro Investments LLC

DATE: June 2004

CONSIDERATION: \$1,400,000

DEED REFERENCE: Liber 2245 Folio 25

LAND AREA: 3.04 acres (132,422 sq. ft.)

UNIT PRICE: \$10.57/sq. ft.

ZONING: Commercial

DESCRIPTION: Property consists of a cleared mostly level parcel of which the bulkhead was replaced and installed. An old warehouse on the site was demolished.

CONFIRMATION: Representative of Grantor.

COMPARABLE LAND SALE NO. 2

LOCATION: 115 Naylor Mill Road
Salisbury, Wicomico County, Maryland, 21801

LEGAL DESCRIPTION: Tax Map 29, Grid 10, Parcel 111

GRANTOR: Douglas West

GRANTEE: W. A. Properties LLC

DATE: May 4, 2006

CONSIDERATION: \$450,000

DEED REFERENCE: Liber 2599 Folio 66

LAND AREA: 3.16 acres (137,650 sq. ft.)

UNIT PRICE: \$142.7/sq. ft.

ZONING: Industrial

DESCRIPTION: Property consists of 3.16 acres of land located along Naylor Mill Road. The site is mostly level. Public utilities are available to the site.

CONFIRMATION: Representative of Grantee.

COMPARABLE LAND SALE NO. 3

LOCATION: Fitzwater Street
Salisbury, Wicomico County, Maryland 21801

LEGAL DESCRIPTION: Tax Map 106, Grid 21, Parcel 1109, Block 2, Lot 4

GRANTOR: Cavalier Resources Ltd.

GRANTEE: Residences @ Rivers Edge LLC

DATE: February 17, 2006

CONSIDERATION: \$1,500,000

DEED REFERENCE: Liber 2558 Folio 51

LAND AREA: 4.05 acres (176,418 sq. ft.)

UNIT PRICE: \$3,500/sq.ft.

ZONING: Commercial

DESCRIPTION: Property consists of a 4.05 acres situated on Fitzwater Street, Salisbury, Wicomico County, Maryland.

CONFIRMATION: Representative of Grantor.

SUMMARY OF COMPARABLE LAND SALES							
No	Location	Date	Consideration	Land Size (Acres) (Sq.ft.)	\$/sq.ft. land	Zoning	Remarks
1	500 Riverside Drive Salisbury, MD 21801	Jun-04	\$1,400,000	3.04 132,422	\$10.57	Commercial	Vacant Land
2	Naylor Mill Road Salisbury, MD 21801	May-06	\$450,000	3.16 137,650	\$3.27	Industrial	Vacant Land
3	Salisbury, MD 21801			176,418			
	SUBJECT 317, 325 Lake Street Salisbury, MD 21801	Nov-08		1.87 81,600		Riverfront Redevelopment	Vacant Site

ANALYSIS OF COMPARABLE LAND SALES

The property is known as 317 -- 325 Lake Street, which contains 1.87 acres or 81,600 sq. ft. The subject property is currently unimproved. The property can be referenced within the Wicomico Tax Maps at Tax Map 106 Grid 11, Parcels 1625, 1626, Lots 7, 8, 9.

In our development of this approach we have researched the market for recent sales in locations comparable or competitive to that of the subject. This search has resulted in the three (3) sales, which were profiled on the previous pages. In the narrative to follow we will summarize each of these sales, following which will be a valuation for the subject.

Located on the facing page "*Summary of Comparable Land Sales*" is a summary chart, which sets forth the profile number, name/location, date of sale, consideration, land size and the unadjusted unit price on the basis of \$/sq. ft. for each of the sales contained herein. Of the three (3) sales, two (2) occurred in 2006 and one (1) sale occurred in 2004. They range in size from 132,422 sq. ft. to 176,418 sq. ft. each of which is considered to be comparable in size to the subject property which contains 81,600 sq. ft. of land. They range in absolute consideration from \$450,000 to \$1,500,000. Furthermore, these comparable sales develop an unadjusted unit price range from a low of \$3.27/sq. ft. for Comparable Sale No. 2 to a high of \$10.57/sq. ft. for Comparable Sale No. 1.

Located on the facing page is a similar chart to the summary chart mentioned above, which summarizes the adjustments that have been made to each of the comparable sales in direct relation to the subject property. These adjustments have been considered for items such as market conditions (date of sale), location, size and any other adjustments that are deemed appropriate. A summary of the comparable sales and the adjustments made to each is as follows:

Comparable Sale No. 1 reflects the June 2004 sale of 500 Riverside Drive, a vacant parcel containing 3.04 acres of land. It sold for an absolute consideration of \$1,400,000 which develops an unadjusted unit price of \$10.57/sq. ft. We considered a downward adjustment necessary for superior market condition in June 2004. No other significant adjustments were required. The net adjustment is in a downward direction and develops an adjusted unit price of \$9.52/sq. ft.

Comparable Sale No. 2 reflects the May 2006 sale of Naylor Mill Road, a vacant parcel containing 3.16 acres of land. It sold for an absolute consideration of \$450,000 which develops an unadjusted unit price of \$3.27/sq. ft. We considered no adjustments necessary for similar market conditions we did however perform upward adjustment for inferior location and zoning. The net adjustment is in an upward direction and develops an adjusted unit price of \$4.09/sq. ft.

Comparable Sale No. 3 reflects the February 2006 sale of Fitzwater Street, a vacant parcel of land containing 4.05 acres. It sold for an absolute consideration of \$1,500,000 which develops an unadjusted unit price of \$8.50/sq. ft. We considered no specific adjustments necessary. The adjusted unit price is equal to the unadjusted unit price of \$8.50/sq. ft.

SUMMARY OF COMPARABLE LAND SALES - ADJUSTMENT GRID												
No	Location	Unit \$/Sq.ft.	Market Condition	Unit Adjusted \$/Sq.ft.	ADJUSTMENTS					Total Adjustment	Final Adjusted \$/Sq.ft.	
					Location	Size	Condition	Access	Other			
1	500 Riverside Drive Salisbury, MD 21801	\$10.57	-10.0%	\$9.52	0%	0%	0%	0%	0%	0.0%	\$9.52	
2	Naylor Mill Road Salisbury, MD 21801	\$9.27	0.0%	\$9.27	10%	0%	0%	0%	15% (zoning)	25.0%	\$9.09	
3	Fitzwater Street Salisbury, MD 21801	\$8.50	0.0%	\$8.50	0%	0%	0%	0%	0%	0.0%	\$8.50	
SUBJECT 117, 325 Lake Street Salisbury, MD 21801		Range of Adjusted Unit Prices:								Low \$4.09 High \$9.52 Average \$7.37		
NOTE												
<i>The adjustments above are approximations and reflect the appraiser's judgement based on market observations. The marketplace seldom reflects as much accuracy as the adjustments suggest.</i>												

Analysis of Comparable Land Sales (cont'd)

In reviewing the three (3) comparable sales contained herein, they developed an adjusted unit price from a low of \$4.09/sq. ft. for Comparable Sale No. 2 to a high of \$9.52/sq. ft. for Comparable Sale No. 1, and average \$7.37/sq.ft. We believe that this adjusted unit price range represents a reasonable range of value for the subject property.

When reviewing all pertinent information presented herein, we estimate that the unit value of the subject property is \$6.50/ sq. ft. This is based on the reconciliation process weighting comparable three most heavily. The subject contains 81,600 sq. ft., therefore the following illustration results in an indication of value for the subject property of \$530,400 which we have rounded to **\$530,000**.

81,600 sq. ft. x \$6.50/sq. ft. = \$530,400 or \$530,000 Rounded.

CERTIFICATION

I (we) certify that to the best of my knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- 3) I (we) have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- 4) My (our) compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- 5) My (our) analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.
- 6) I (we) have made a personal inspection of the property that is the subject of this report.
- 7) No one provided significant professional assistance to the person(s) signing this report.
- 8) The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- 9) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.
- 10) As of the date of this report, Ilene R. Sheer, MAI has completed the requirements of the voluntary continuing education program of the Appraisal Institute.



Ilene R. Sheer, MAI
State of Maryland
Certified General 04-594

Underlying Assumptions and Contingent Conditions, (cont'd)

That this appraisal shall be considered in its entirety. No part thereof shall be utilized separately or out of context.

That the value found herein is subject to these and to any other predications set forth in the body of this report but which may have been inadvertently omitted herein.

That, if required by governmental authorities, any environmental impact statement prepared for the subject property will be favorable and will win approval of the appropriate regulatory bodies.

That, unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective.

That, if the appraisal is for mortgage loan purposes 1) we assume physical completion, 2) no consideration has been given rent loss during rent-up unless otherwise noted in the body of this report, and 3) occupancy at levels consistent with our "Income & Expense Projection" are anticipated.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

That this appraisal is not intended to be used, and may not be used, on behalf of or in connection with a real estate syndicate or syndicates. A real estate syndicate means a general or limited partnership, joint venture, unincorporated association or similar organization formed for the purpose of, and engaged in, an investment or gain from and interest in real property, including, but not limited to a sale or exchange, trade or development of such real property, on behalf of others, or which is required to be registered with the United States Securities and Exchange Commission or any state regulatory agency which regulates investments made as a public offering. It is agreed that any user of this appraisal who uses it contrary to the prohibitions in this section indemnifies the appraiser and the appraiser's firm and holds them harmless of and from all claims, including attorney's fees, arising from said use.

Unless expressly specified in the Agreement, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Drexel R. Sheer, P.A. is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, Client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

UNDERLYING ASSUMPTIONS AND CONTIGENT CONDITIONS

This appraisal is subject to the following limiting conditions:

That the legal description - if furnished us - is assumed to be correct.

That no responsibility is assumed for matters legal in character, nor is any opinion rendered by us to title which is assumed to be marketable. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.

That no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated.)

That the stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

That unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.

That the appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made therefore.

The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used. The current (as of the date of appraisal) purchasing power of the dollar is the basis for our value; no extreme fluctuations in economic cycles are anticipated.

The plans in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.

Information, estimates and opinions contained in this report, obtained from sources outside of this office, are considered reliable, however, no liability for them can be assumed by the appraiser.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the client without the previous written consent of the appraiser or the client, and in any event, only with proper qualification. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media or public communication without the prior written consent of the appraiser(s) signing this appraisal report.

Underlying Assumptions and Contingent Conditions, (cont'd)

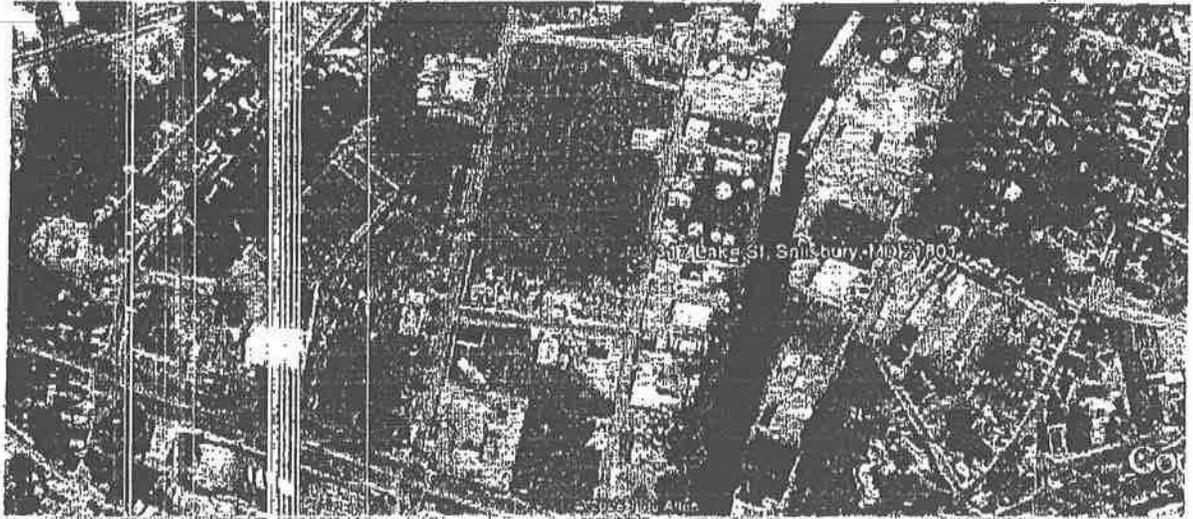
Unless otherwise stated in this report, the existence of hazardous material*, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Unless otherwise noted in the body of this report, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property.

Acceptance of and/or use this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions.

* Urea-formaldehyde Foam Insulation, Radon Gas, Asbestos Products, Lead or Lead Based Products, Toxic Waste Contaminants.

AERIAL OF SUBJECT



317 Lake St, Salisbury, MD 21801

Ilene R. Sheer, P.A.
Real Estate Appraisers & Consultants

December 3, 2008

D. Bernard Kapiloff
5307 N. Charles Street
Baltimore, MD 21210-2022

*** ***** **INVOICE** *****

<u>PROPERTY</u>	<u>FILE NO.</u>
1) 317,325 Lake Street City of Salisbury, Maryland 21801	2008-370
Fee for "Limited Appraisal" of the above referenced property:	<u>\$1,500</u>
Total Amount Due:	\$1,500

PLEASE REFERENCE OUR FILE NUMBER ON PAYMENT

Make Checks Payable to: Ilene R. Sheer, P.A.
Fed. ID #76-0708570

DUE UPON RECEIPT
*Bills not paid within 30 days of invoice date,
will be charged interest at the rate of 1½% per month*

P.O. Box 0440 Reisterstown, MD 21136 Phone 410.517.1785 Fax 410.526.9605

INTER

OFFICE

MEMO

Office of the Mayor
Confidential

To: City Council
From: John R. Pick *JRP*
Subject: Donation of Land to City – Salkap
Date: June 10, 2009

Attached is a signed facsimile copy of an Agreement to Convey Real Estate from Dr. Bernard Kapiloff concerning property owned by SALKAP LLC and located at 317-323 and 325-327 Lake Street. The terms and conditions listed in the agreement are consistent with those requested by the City Council at your last work session on this subject. Also attached is a copy of a memo from Tom Stevenson that responds to several questions asked by the Council at that work session.

If you have any questions, please let me know.

cc: Mayor Ireton
Lore' Chambers
Tom Stevenson
Paul Wilber
Brenda Colegrove

Memo

To: John Pick
From: Tom Stevenson *TMS*
Date: March 31, 2009
Re: Sal-Kap Property (317 – 325 Lake Street)

CONFIDENTIAL

At a closed work-session held on Monday, March 16, 2009, the City Council further discussed the potential donation to the referenced property. During that session several follow-up questions were brought up. Based on my notes and our subsequent discussion regarding their concerns, you directed me to investigate the following and provide responses.

Would a Phase I and/or Phase II Environmental Study be required? Only if a lending institute required a study before entering into a contract with a potential buyer. The study would be completed by a third party agency and the cost could be negotiated between the buyer and the seller. According to a technician at Hynes and Associates a Phase I environmental study typically costs about seven hundred and fifty dollars (\$750.00) but could run as much as several thousand dollars. The eventual cost of a Phase II study would depend largely on the outcome of the Phase I effort.

In a follow up conversation, again with Hynes & Associates, it was determined that because of the properties history, referring to the oil spill, both a Phase I and a Phase II study would most likely be required. Again, it would be difficult to determine the exact cost, however, as an example the cost of the Phase I and Phase II environmental studies for the Salisbury Fire Department Headquarters were four thousand nine hundred and thirteen dollars (\$4,913.00) and were conducted in 2000.

Assuming the current structures are razed and grass is planted throughout, what would be the estimated cost of annual maintenance and un-keep? A preliminary discussion with the Internal Services, Purchasing Division revealed that until an estimate is requested from a city approved contractor it will be difficult for them to estimate the annual cost. Knowing that, I contacted Mr. Joe Hinks owner/operator of Candlelight Construction, one of our current clean-n-lien contractors to secure an estimate. His approximation was one hundred dollars (\$100.00) per cut/trim. By my calculations, assuming the growing season is April 1st thru August 30th each year, I would estimate approximately 20 visits being needed. Total cost to the city, two thousand dollars (\$2,000.00) annually.

CONFIDENTIAL

Would Perdue Farms be willing to continue its dock leasing arrangement with the city? I spoke with John Cassidy of Perdue Farms to inquire about the possibility of Perdue entering into a two or three year contract with the city; his initial response was, "yes, of course, depending on the terms". He advised me that he would be attending a managers meeting the week of March 23, 2009; where he will broach the subject with his colleagues. Mr. Cassidy has promised to contact me once he gets a response to the council's question.

Regarding that inquiry, I was contacted by Mr. Randy Day of Perdue Farms on behalf of Mr. Cassidy. Following our telephone conversation Mr. Day agreed to acknowledge the content of our talk in an email exchange which I have copied and attached.

With the property under its current ownership would the city be able to meet with the Maryland Department of the Environment (MDE) to investigate any additional concerns? Yes, provided we have permission from the owner. I spoke with Dr. Kapiloff regarding this question and he has given me his permission to enter the property anytime necessary to advance this effort.

I think it's important to mention at this time that Herbert Meade, Director, Oil Control Program, MDE has advised me that this matter is under the jurisdiction of the MDE and that the United States Coast Guard (USCG) and the United States Environmental Protection Agency (EPA) were involved only because of the funding sources used to construct the bulk heading and the collection and separation unit.

Mr. Meade has agreed to meet with us to provide any information we need about this property.

Additionally it is my understanding that the legal department has been directed to draft a conveyance document.

Unless you have any questions please forward this memorandum to the mayor and council.

AGREEMENT TO CONVEY REAL ESTATE

THIS AGREEMENT TO CONVEY REAL ESTATE made this _____ day of _____, 2009, by and between SALKAP, LLC, a limited liability company of the State of Maryland, its successors and assigns, and the CITY OF SALISBURY, a municipal corporation of the State of Maryland, its successors and assigns, to wit:

WHEREAS, Salkap, LLC has agreed to donate and convey the hereinafter described property to the City of Salisbury, and the City of Salisbury has agreed to accept the donation of the hereinafter described property from Salkap, LLC, provided Salkap, LLC complies with the terms and conditions stated herein.

NOW, THEREFORE, IN CONSIDERATION of Zero Dollars (\$0.00) and other mutual covenants and agreements, Salkap, LLC agrees to donate and convey to the City of Salisbury: ALL that tract of land being known as 317 - 323 Lake Street, and 325 - 327 Lake Street, Salisbury, Maryland; and being more fully described in a deed dated October 3, 2003, from R. Hunter Nelms, Sheriff of Wicomico County, to Salkap, LLC, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2170, Folio 632, attached hereto as Exhibit 1, upon the following terms and conditions:

(1) The City of Salisbury will assume any obligation for payment of the debt associated with an unrecorded deed of trust from Salkap, LLC, to Herman Braude, in the principal amount of \$50,000.00;

(2) Salkap, LLC shall provide a filed Order of Satisfaction in the Gary Culver Enterprises, Inc. v. Salkap, LLC, lawsuit in Wicomico County District Court;

(3) Salkap, LLC shall assign the dock lease dated November 10, 2003, between Salkap, LLC (Landlord) and Perdue Farms Incorporated (Tenant) to the City of Salisbury;

(4) The City of Salisbury will prepare the deed and lease assignment for execution by Salkap, LLC;

(5) The City of Salisbury accepts any structures or improvements on the property in their "AS IS" condition; and

(6) Salkap, LLC shall provide a good and merchantable title, free of liens and encumbrances, except as set forth in Paragraph (1) above, on the date of transfer to the City of Salisbury.

(7) The City of Salisbury and Salkap, LLC, agree to use their best efforts to complete the transfer of the subject property on or before July 1, 2009.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

TEST/ATTEST:

Lynn G. Kasloff

SALKAP, LLC

By [Signature] (SEAL)
Member

CITY OF SALISBURY

By _____ (SEAL)
Barrie P. Tilghman, Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 22nd day of MAY, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared BERNARD KAPILOFF, as Member of SALKAP, LLC, a body corporate as aforesaid, and that he, as such member, being authorized so to do, executed the foregoing agreement for the purposes therein contained on behalf of said corporation.

AS WITNESS my hand and Notarial Seal.

Marie Van Deusen
Notary Public



My Commission Expires: December 15, 2012

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Barrie P. Tilghman, as Mayor of the CITY OF SALISBURY, a body corporate as aforesaid, and that she, as such Mayor, being authorized so to do, executed the foregoing agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber, Esquire



DISTRICT COURT OF MARYLAND FOR WICOMICO COUNTY
201 BAPTIST STREET (V)
SALISBURY, MD 21801-0629
TELEPHONE NUMBER: (410) 713-3500

0203

Civil Case No.: 0203 - 0008520 - 2008

Complaint No.: 001

To: DONATY, MARC ESQ
2833 SMITH AVE., #230
BALTIMORE, MD 21209

006816

Regarding: CARY CULVER ENTERPRISES, INC
VS.
SALKAP, LLC

Date: April 01, 2009

On March 30, 2009 the District Court of Maryland dismissed the case named above at the plaintiff's request, pursuant to Maryland Rule 3-506.

By Order of: HON. JOHN L. NORTON III

Visit our website for directions and information about procedures.

Our web address is www.courts.state.md.us/district

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately.

TTY users call 1-800-925-9690 or use the Maryland Relay Service at 1-800-735-2258 or 711

Please contact the above Court location for restrictions regarding cameras and cell phones, for they may not be allowed in the courthouse.

005740A

4400026280

DISMISSAL NOTICE (3-506) - T7

2

GARY CULVER ENTERPRISES, INC.

Plaintiff

v.

SALKAP, LLC

Defendant

CASE NO. 0203-8520-2008

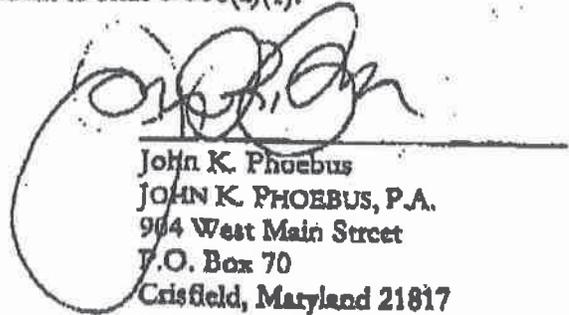
IN THE DISTRICT COURT

OF MARYLAND

FOR WICOMICO COUNTY

Notice of Dismissal With Prejudice

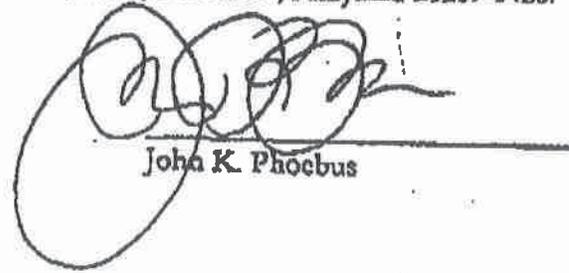
Gary Culver Enterprises, Inc., Plaintiff, through its attorney, John K. Phoebus and John K. Phoebus, P.A., dismisses its complaint against SALKAP, LLC, Defendant herein, with prejudice, pursuant to Rule 3-506(a)(1).



John K. Phoebus
JOHN K. PHOEBUS, P.A.
904 West Main Street
P.O. Box 70
Crisfield, Maryland 21817
(410) 968-9200
Attorney for the Plaintiff

Certificate of Service

I hereby certify that on this 26th day of March, 2009, an exact copy of the foregoing document was mailed by regular first class U.S. mail, postage prepaid, to Marc R. Donaty, Esquire, 2833 Smith Ave., #230, Baltimore, Maryland 21209-1426.



John K. Phoebus

JOHN K. PHOEBUS, P.A.
ATTORNEY AT LAW
904 W. MAIN ST.
P.O. BOX 70
CRISFIELD, MD 21817
(410) 968-9200
FAX (410) 968-9201
PHOEBUS@JORDANV.COM



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

March 11, 2009

Thomas Stevenson, Director
Neighborhood Services and Code Compliance
City of Salisbury
125 N. Division Street, Room 304
Salisbury, MD 21801

Re: Dale Enterprises Site, 315-317 Lake Street, Salisbury, MD

Dear Mr. Stevenson:

This letter is in response to your inquiry on the above referenced property. In 1999, the Environmental Protection Agency (EPA) was requested to perform a site assessment at the Dale Enterprise facility located at 315-317 Lake Street, Salisbury, MD. The EPA performed this assessment and found that the facility was leaking oil into the Wicomico River adjacent to the facility. The facility is divided into two separate properties, the north end whose present owner is unknown and the south end whose owner is Mr. Klaus Trepczyk.

In July 1999, EPA initiated actions to conduct a removal action under the Oil Pollution Act. These actions included replacing the bulkhead and removing the soil between the bulkhead and wall, and replacing the soil with a liner and gravel. Additionally, EPA installed dolphins in the Wicomico River to protect the bulkhead.

EPA additionally had the Army Corps of Engineers install a Groundwater Interceptor Trench and Extraction System to collect oil in the groundwater. This system was operated from November 2001 to March 2002 when EPA's tests concluded that the oil was no longer detectable. The oil/water separator was then shut down. All actions were completed in December 2003.

In July 2008, EPA was informed that the oil collection system had been vandalized and parts were stolen, specifically pumps and piping. EPA's Office of Regional Council is looking into the legal status of the remaining project structures, i.e. oil/water separator, to determine what legal and funding actions are necessary to remove the building.

Finally, contamination exists at low levels on the site that EPA determined did not warrant a Federal action but was the responsibility of the property owners under the applicable State laws. EPA is available to revisit the Site to inspect the existing conditions and discuss the Site conditions with the property owners.

Please feel free to contact me at 215-814-3268 (office), 215-266-7456 (cell) or Kelly.roberty@epa.gov if I can be of further assistance.

Robert F. Kelly (s)
Robert F. Kelly
On-Scene Coordinator



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230

410-537-3000 • 1-800-633-6101

RECEIVED
3/12/09

Martin O'Malley
Governor

Shari T. Wilson
Secretary

Anthony G. Brown
Lieutenant Governor

Robert M. Summers, Ph.D.
Deputy Secretary

March 11, 2009

Mr. Thomas Stevenson
Director
Neighborhood Services
City of Salisbury
501B East Church Street
Salisbury MD 21801

**RE: Closed Case No. 2008-0480-WI
Closed Case No. 1994-0421-WI
Closed Case No. 1994-2539-WI
Former Dale Petroleum Site
a.k.a SALCCAP, LLC
313-327 Lake Street, Salisbury
Wicomico County, Maryland**

Dear Mr. Stevenson:

This letter is written under the authority of Code of Maryland Regulations (COMAR) 26.10.01.05. Per your request, the Oil Control Program is confirming the three referenced cases for the above-referenced property are in the closed status. At the date of case closure, the Oil Control Program required no further action at this site. Based on all available data, all petroleum issues at the subject property have been addressed and remediated to the Department's satisfaction.

COMAR 26.10.01.05G states: "A purchaser of oil-contaminated property does not become a person responsible for a discharge solely as a result of the purchase of the property, unless the purchaser is otherwise a person responsible for a discharge under Environmental Article, 4-401(i)." Site information indicates this location was once a bulk storage facility. Residual petroleum contamination may remain on site; however, it appears this contamination poses no threat to human health or the environment. Future excavation in the area may encounter petroleum-impacted soil. If impacted soil is found, it must be handled in a manner that will comply with State and local regulations. Only soil related to construction activities need be addressed.

Should you wish to review or request a copy of the case files, please submit your request in writing to the Waste Management Administration's Public Information Coordinator, Ms. Maria Stephens, Suite 610, at the above letterhead address. Ms. Stephens may be contacted at 410-537-3422.



Mr. Thomas Stevenson
Page Two

This letter should not be considered as a waiver of the Department's right to take other enforcement action it deems appropriate with respect to this site. If you have questions, please contact me at 410-537-3442 or via email: hmeade@mde.state.md.us.

Sincerely,



Herbert Meade, Administrator
Oil Control Program

HMM/nln

cc: Mr. Horacio Tablada





JAMES IRETON, JR.
MAYOR
JOHN R. PICK
CITY ADMINISTRATOR

MARYLAND

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801-4920
Tel.: 410-548-3100
Fax: 410-548-3102

June 25, 2009

Dr. and Mrs. Bernard Kapiloff
5307 N. Charles Street
Baltimore, MD 21210

Dear Dr. and Mrs. Kapiloff:

Thank you for your continuing interest in donating your property located at 317-323 and 325-327 Lake Street in Salisbury to the City. As I indicated in our telephone conversation on June 16, 2009, at their work session on June 15, the City Council discussed the Agreement to Convey Real Estate, which our City Attorney prepared and you signed. They wish to amend this agreement to add the following provisions:

- 1) a requirement that a Phase I and Phase II Environmental Assessment that is acceptable to the City be prepared at your expense;
- 2) the results of the Environmental Assessment are to be submitted to the appraiser for his/her review and for a revision of the appraisal if deemed appropriate; and
- 3) if the City decides not to accept the donation of the property, the City agrees to reimburse you for the cost of the Phase I and II Environmental Assessments.

Please review this information and let me know whether these additional conditions will be acceptable to you.

In the meantime, if you have any questions, please feel free to call me at 410-548-3100 or e-mail me at jpick@ci.salisbury.md.us.

Very truly yours,

John R. Pick
City Administrator

cc: Mayor Ireton
City Council
Loré Chambers

Tom Stevenson
Paul Wilber
Brenda Colegrove

AGREEMENT TO CONVEY REAL ESTATE

THIS AGREEMENT TO CONVEY REAL ESTATE made this _____ day of _____, 2009, by and between SALKAP, LLC, a limited liability company of the State of Maryland, its successors and assigns, and the CITY OF SALISBURY, a municipal corporation of the State of Maryland, its successors and assigns, to wit:

WHEREAS, Salkap, LLC has agreed to donate and convey the hereinafter described property to the City of Salisbury, and the City of Salisbury has agreed to accept the donation of the hereinafter described property from Salkap, LLC, provided Salkap, LLC complies with the terms and conditions stated herein.

NOW, THEREFORE, IN CONSIDERATION of Zero Dollars (\$0.00) and other mutual covenants and agreements, Salkap, LLC agrees to donate and convey to the City of Salisbury: ALL that tract of land being known as 317 - 323 Lake Street, and 325 - 327 Lake Street, Salisbury, Maryland; and being more fully described in a deed dated October 3, 2003, from R. Hunter Nelms, Sheriff of Wicomico County, to Salkap, LLC, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2170, Folio 632, attached hereto as Exhibit 1, upon the following terms and conditions:

(1) The City of Salisbury will assume any obligation for payment of the debt associated with an unrecorded deed of trust from Salkap, LLC, to Herman Braude, in the principal amount of \$50,000.00;

(2) Salkap, LLC shall provide a filed Order of Satisfaction in the Gary Culver Enterprises, Inc. v. Salkap, LLC, lawsuit in Wicomico County District Court;

(3) Salkap, LLC shall assign the dock lease dated November 10, 2003, between Salkap, LLC (Landlord) and Perdue Farms Incorporated (Tenant) to the City of Salisbury;

(4) The City of Salisbury will prepare the deed and lease assignment for execution by Salkap, LLC;

(5) The City of Salisbury accepts any structures or improvements on the property in their "AS IS" condition; and

(6) Salkap, LLC shall provide a good and merchantable title, free of liens and encumbrances, except as set forth in Paragraph (1) above, on the date of transfer to the City of Salisbury.

(7) The City of Salisbury and Salkap, LLC, agree to use their best efforts to complete the transfer of the subject property on or before July 1, 2009.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

TEST/ATTEST:

SALKAP, LLC

Lyn G. Kapiloff

By [Signature] (SEAL)
Member

CITY OF SALISBURY

By _____ (SEAL)
Barrie P. Tilghman, Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 22nd day of MAY, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared BERNARD KAPLIFE, as Member of SALKAP, LLC, a body corporate as aforesaid, and that he, as such member, being authorized so to do, executed the foregoing agreement for the purposes therein contained on behalf of said corporation.

AS WITNESS my hand and Notarial Seal.

Marie Van Deusen
Notary Public



My Commission Expires: December 15, 2012

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared **Barrie P. Tilghman**, as Mayor of the CITY OF SALISBURY, a body corporate as aforesaid, and that she, as such Mayor, being authorized so to do, executed the foregoing agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber, Esquire



DISTRICT COURT OF MARYLAND FOR WICOMICO COUNTY
201 BAPTIST STREET (V)
SALISBURY, MD 21801-0629
TELEPHONE NUMBER: (410) 713-3500

0203



Civil Case No.: 0203 - 0008520 - 2008 Complaint No.: 001

To: DONATY, MARC ESQ
2833 SMITH AVE., #230
BALTIMORE, MD 21209

006816

Regarding: CARY CULVER ENTERPRISES, INC
VS.
SALKAP, LLC

Date: April 01, 2009

On March 30, 2009 the District Court of Maryland dismissed the case named above at the plaintiff's request, pursuant to Maryland Rule 3-506.

By Order of: HON. JOHN L. NORTON III

Visit our website for directions and information about procedures.

Our web address is www.courts.state.md.us/district

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately.

TTY users call 1-800-925-0690 or use the Maryland Relay Service at 1-800-735-2258 or 711

Please contact the above Court location for restrictions regarding cameras and cell phones, for they may not be allowed in the courthouse.

04/16/2009 14:37 4185823250

2

GARY CULVER ENTERPRISES, INC.

Plaintiff

v.

SALKAP, LLC

Defendant

CASE NO. 0203-8520-2008

IN THE DISTRICT COURT

OF MARYLAND

FOR WICOMICO COUNTY

Notice of Dismissal With Prejudice

Gary Culver Enterprises, Inc., Plaintiff, through its attorney, John K. Phoebus and John K. Phoebus, P.A., dismisses its complaint against SALKAP, LLC, Defendant herein, with prejudice, pursuant to Rule 3-506(a)(1).

John K. Phoebus
JOHN K. PHOEBUS, P.A.
904 West Main Street
P.O. Box 70
Crisfield, Maryland 21817
(410) 968-9200
Attorney for the Plaintiff

Certificate of Service

I hereby certify that on this 26th day of March, 2009, an exact copy of the foregoing document was mailed by regular first class U.S. mail, postage prepaid, to Marc R. Donaty, Esquire, 2833 Smith Ave., #230, Baltimore, Maryland 21209-1426.

John K. Phoebus

JOHN K. PHOEBUS, P.A.
ATTORNEY AT LAW
904 W. MAIN ST.
P.O. BOX 70
CRISFIELD, MD 21817
(410) 968-9200
FAX (410) 968-9201
PHOEBUS@JPHOEBUS.COM

DEED OF TRUST

THIS DEED OF TRUST made this 30th day of July, 2004, by and between SALKAP, LLC, hereinafter referred to as "Grantor," and HERMAN BRAUDE, Esquire, hereinafter referred to as "Trustee."

WHEREAS, Grantor is justly indebted unto Cadillac Investment Partners, LLC in the principal sum of Fifty Thousand Dollars (\$50,000.00), being a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Maryland, for which amount the Grantor has signed and delivered its promissory note of even date herewith payable to the order of Cadillac Investment Partners, LLC, with principal due and payable upon sale of the property, but not later than July 31, 2034, all as more fully set forth in said promissory note (the "Note").

NOW, THEREFORE, THIS DEED OF TRUST WITNESS TO: That to secure the prompt payment of the indebtedness and all charges and advances as in the Note and as herein provided, the Grantor, in consideration of the premises and the sum of One Dollar (\$1.00) paid to it, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey in fee simple unto the Trustee the land lying and being in County of Wicomico, State of Maryland, and described on Exhibit A attached hereto as part hereof, and all the estate, right, title, interest and claim of the Grantor in or to the said land; (the "Property");

IN TRUST to permit the Grantor to use and occupy the Property and to receive the rents, issues, and profits thereof, until default be made in the payment of the indebtedness hereby secured or in the performance of any covenant or agreement contained in this trust; and upon the full payment of the Note and any extensions or renewals thereof, and all monies advanced or expended as provided for in the Note or this Deed of Trust, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided for, to release and reconvey the Property unto and at the cost of the Grantor or the party or parties then claiming under said Grantor.

The Grantor, for itself and its successor and assigns, covenants and agrees as a part of this trust, as follows:

1. Grantor will pay all principal as the Note provided, and all taxes and assessments relating to the Property, all charges against the Property, and all other sums which are required to be paid by it under the terms of the Note or this Deed of Trust. In default of any such payment, the holder of the Note may pay for same and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, and shall be secured by this Deed of Trust.

2. Grantor will keep the Property in as good of order and condition as it currently exists and will not commit or permit any waste thereof, reasonable wear and tear excepted. Grantor will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust. Grantor makes no representation or warranties regarding the condition of the property or the structures thereon, except as set forth herein.
3. Grantor will keep the Property insured against loss by fire and other hazards, casualties and contingencies in such amounts with such companies, on such terms and conditions and for such periods of time as may reasonably be required by the holder of the Note not to exceed Fifty Thousand Dollars (\$50,000.00). Grantor will pay promptly when due any premiums on such insurance. All such policies of insurance will name the Trustees and the holder of the Note as insureds thereunder pursuant to a standard mortgagee clause.
4. Without the prior written consent of the holder of the Note, the Grantor will not transfer, or execute a contract to transfer, the Property or any interest therein. In the event the ownership of the Property is transferred to a person other than Grantor, the holder of the Note may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time in the payment of the indebtedness at the instance of the then owner of the Property shall not relieve the Grantor of its liability for the performance of any of the covenants and agreements contained herein, whether the extension or modification be made with or without the consent of the Grantor.
5. The irrevocable power to substitute one or more of the Trustees named herein or substituted therefor is expressly granted to the holder of the Note, to be exercised any time and from time to time, without notice and without specifying any reason therefore, by filing for record among the land records where this instrument is recorded a Deed of Appointment. Thereupon all of the title, estate, powers, rights, and duties of the trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named (or that hereafter may be substituted) expressly waive notice of the exercise of this

power, the giving of bond by any trustee, and any requirement for application to any court for the removal, substitution or appointment of a trustee hereunder.

6. Other than this lien of this Deed of Trust and liens for property taxes and assessments not yet due and payable, Grantor will keep the Property free from all liens, mortgages, deeds of trust and security interests of every kind and nature.
7. The failure of the Grantor to keep, observe or perform any of its obligations under the Note or under this Deed of Trust shall constitute a default and all indebtedness secured hereby shall immediately become due and payable, at the option of the holder of the Note. At any time hereafter, the Trustees shall have the power and it shall be their duty, at the request of the holder of the Note, to take possession of any sell the Property, or any part thereof requested by the holder of the note to be sold, and in connection therewith the Grantor hereby (i) assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction, and (ii) authorizes and empowers the Trustees to take possession of and sell (or in case of any default of any purchaser) to resell the Property, all in accordance with the laws of the State of Maryland or rule of court relating to deeds of trust. A foreclosure sale may be made subject to one or more tenancies of the Property entered into subsequent to the date of the recording of this Deed of Trust or otherwise subordinate hereto if the required advertisement of sale so discloses. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sole or by several sales, as may be deemed by the Trustees to be appropriate and without regard to any right of the Grantor or any other person, to the marshaling of assets. Any sale hereunder may be made at public auction, at any such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as to the Trustees shall deem appropriate and as required by law. Upon the terms of such sale being complied with, the Trustees shall convey to the purchaser, at the cost of such purchaser, the interest of the Grantor in the Property so sold, free and discharged of and from all estate, title, or interest of the Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of

such sale or sales under this Deed of Trust, whether under the Assent to a Decree, the power of sale, or by equitable foreclosure, shall be held by the Trustees and applied as follows: first, to pay all costs, charges and expenses attending the execution of this trust or any sale relevant hereto, including reasonable counsel fees to the attorneys representing the holder of the Note and the Trustees and a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; second, to pay all indebtedness secured hereby in such order and manner as the holder of the Note in its sole discretion may determine; and lastly, to pay the surplus, if any, to the Grantor or any person entitled thereto upon surrender and delivery to the purchaser, less the costs, if any, of obtaining possession. Immediately upon the first insertion of any foreclosure proceeding under the Deed of Trust and a commission on the total amount of the indebtedness then due equal to one-half of the percentage allowed as commissions to trustees making sales under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate indebtedness then secured hereby with interest thereon to the date of payment unless the same be accompanied by a lender of such expenses, costs and commission

8. Grantor warrants specifically the Property herein conveyed and will execute such further assurances thereof as may be requisite.
9. Any trustee acting alone may exercise any or all of the powers granted hereby to the Trustees collectively, without the joinder of the other trustee.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, its hers, personal representatives, successor and assigns, the Trustees and any successor, or substitute trustee or trustees, and the holder of the Note hereby secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the following signatures and seals.

WITNESS

SALKAP, LLC

Simadette Mackel Bernard Kapiloff (SEAL)
By: Bernard Kapiloff, Member

This instrument has been prepared by Chris S. Mason, Esquire, an attorney licenced to practice in the State of Maryland.

CSM
Chris S. Mason

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**TRIP REPORT
FOR THE
LAKE STREET OIL FARM SITE
SALISBURY, WICOMICO COUNTY, MARYLAND**

Prepared for

U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

Prepared by

Tetra Tech EM Inc.
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EPA Contract No. 68-S3-00-02

Technical Direction Document No. SE3-04-05-004
Document Tracking No. 3517

December 1, 2004

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Approved by

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Vice President

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1.0 INTRODUCTION

Under Eastern Area Superfund Technical Assessment and Response Team (START) Contract No.68-S3-00-02, Technical Direction Document No. 03-04-05-004, U.S. Environmental Protection Agency (EPA) Region III tasked Tetra Tech EM Inc. (Tetra Tech), to conduct an oil spill response at the Lake Street Oil Farm site in Salisbury, Wicomico County, Maryland. As part of oil spill response activities, Tetra Tech collected waste/source, groundwater, and surface water samples from the site, performed differential leveling, conducted a one-day monitoring well and surface water gauging event, and installed long-term groundwater monitoring devices in three on-site wells. The waste/source samples were forwarded to the U.S. Coast Guard Marine Safety Laboratory (USCG MSL) for petroleum identification analysis. The groundwater and surface water samples were forwarded to a private laboratory for volatile organic compound (VOC), semivolatile organic compound (SVOC), and total petroleum hydrocarbon (TPH) analyses.

This trip report details site location and background information in Section 2.0, site activities in Section 3.0, deviations from the Sampling and Analysis Plan (SAP) in Section 4.0, sample analytical results in Section 5.0, data evaluation in Section 6.0, and conclusions and recommendations in Section 7.0. All references cited in this report are listed after the text.

2.0 BACKGROUND

This section describes the site location, presents a description of the site, and summarizes previous site activities and investigations.

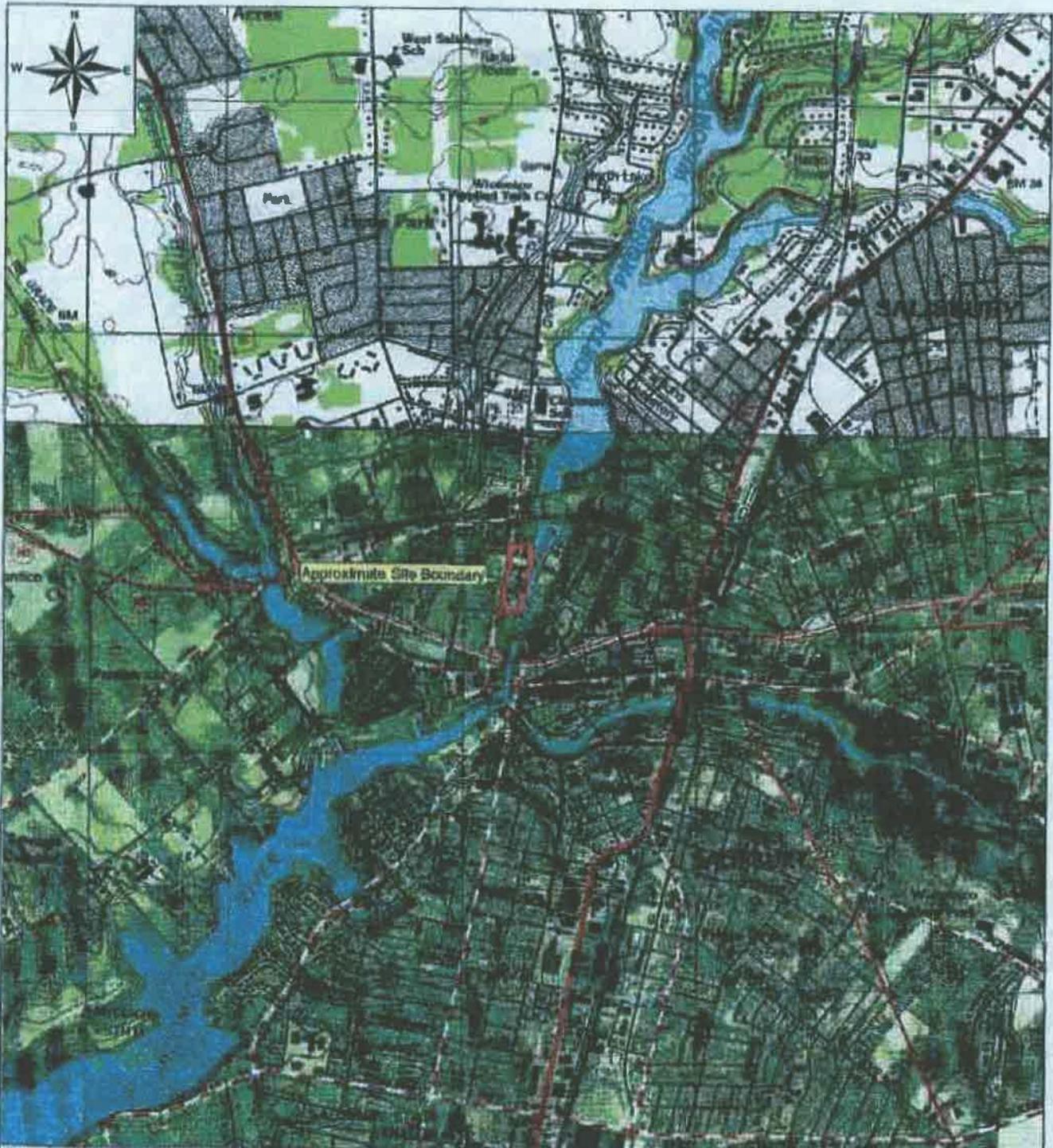
2.1 SITE LOCATION

The Lake Street Oil Farm site is an inactive petroleum storage facility located at 315 Lake Street, Salisbury, Wicomico County, Maryland, as shown in Figure 1, Site Location Map. The site is located northeast of the intersection of Lake and Burton Streets, and is bound to the north by Purdue Farms, to the east by the North Prong of the Wicomico River, to the south by a United Parcel Service processing facility, and to the west by Lake Street (EPA 1990b; Tetra Tech 2004). The site is located approximately 10 feet above mean sea level at 38.36881° north latitude and 75.60325° west longitude (U.S. Geological Survey [USGS] 1982).

2.2 SITE DESCRIPTION

The Lake Street Oil Farm site is located on two rectangular-shaped parcels approximately 3 acres in area, as shown on Figure 2, Site Layout Map. The site is flat and mostly paved. Fifteen aboveground storage tanks (ASTs) enclosed within four containment areas, two underground storage tanks (USTs), two pump islands, an oil-water separator, a steel bulkhead, an oil collection system consisting of an interceptor trench and bilge pump, several buildings, and approximately 78 55-gallon drums are present on site. The drums were observed primarily in three areas: inside Warehouse B, inside Warehouse C, and in a group southeast of the check post. The steel bulkhead and collection system, designed to restricted light non-aqueous phase liquids (LNAPL) from entering the Wicomico River, are located along the eastern edge of the site. Several dolphin pilings are located in river adjacent to the bulkhead (Tetra Tech 2004).

10 Ten monitoring wells and at least one subsurface pipe are present on site. All the monitoring wells are 4 inches in diameter, and all with the exception of monitoring well MW-1 are flush-mounted. A 4-inch polyvinyl chloride (PVC) stick-up without a protective casing is located east of above-ground storage tank (AST) No. 13 and west of the associated containment area. The PVC stick-up is in the reported vicinity of monitoring well MW-5 (Roy F. Weston, Inc. [Weston] 1999; Tetra Tech 2004).



Source: Modified from USGS 7.5-Minute Series Topographic Quadrangles
 Delmar, Maryland-Delaware, 1992; Eden, Maryland, 1983;
 Hebron, Maryland-Delaware, 1992; Salisbury, Maryland, 1982



Quadrangle Location ■



Maryland

Lake Street Oil Site
 Salisbury, Wicomico County, Maryland

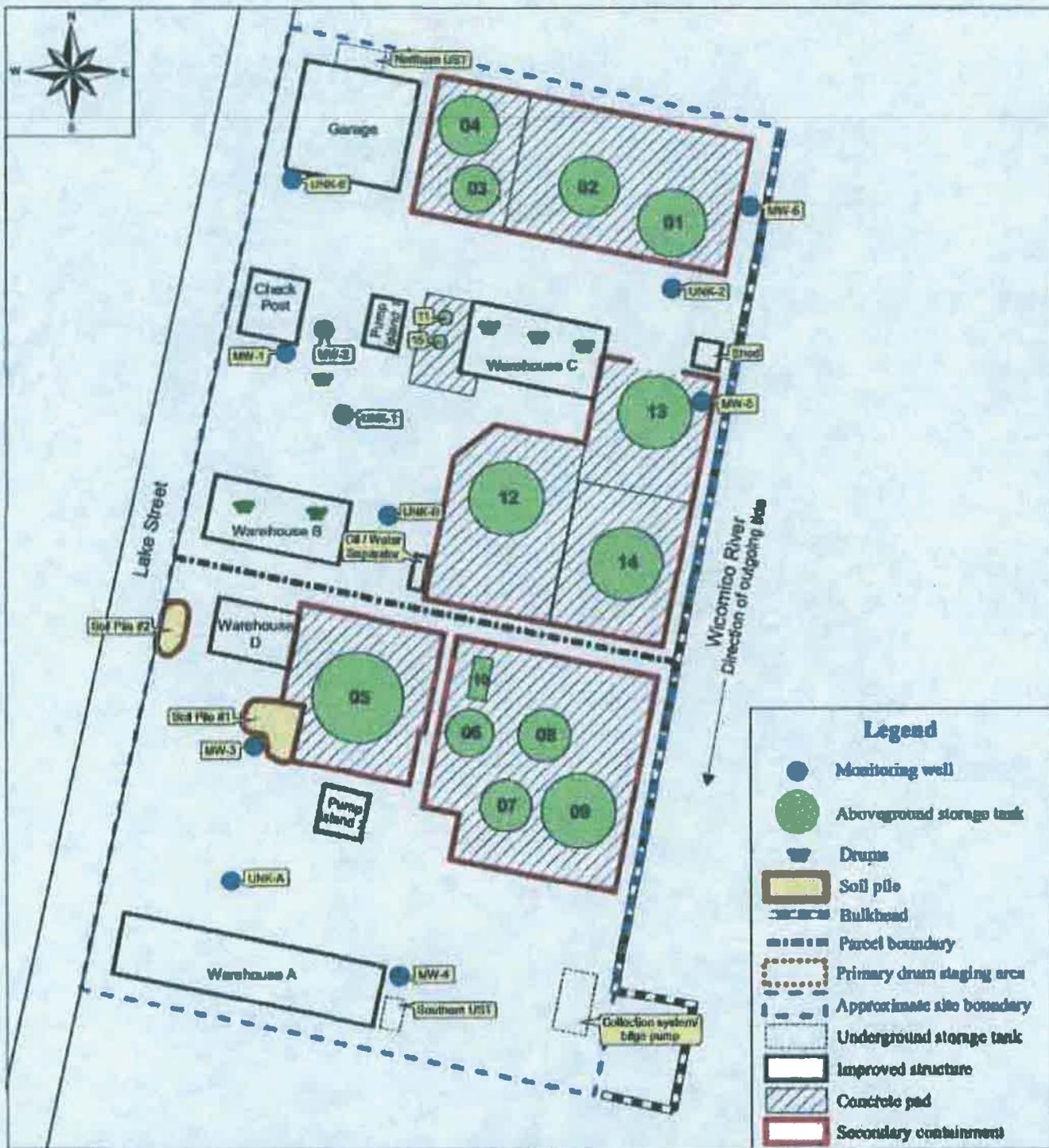
Figure 1
 Site Location Map

TDD No. SE3-04-05-004
 EPA Contract No. 68-S3-00-02

Map created September 30, 2004
 by D. Call, TTEMI START



Tetra Tech EM Inc.



Source: Modified from Figure 3, Dale Oil Site Proposed Soil Gas Sampling Areas, Roy P. Weston, 1997

Not to scale



Lake Street Oil Site
Salisbury, Wicomico County, Maryland

Figure 2
Site Layout Map

TDD No. SE3-04-05-004
EPA Contract No. 68-S3-00-02

Map created September 30, 2004
by D. Call, TTEMI START



2.3 SITE HISTORY

The Lake Street Oil Farm site, previously known as the Dale Enterprises site, was reportedly used as a heating oil storage facility from 1940 until 1984 (Weston 1997). The property was abandoned from 1984 until the spring of 1990, when it began operation as a waste oil processing facility (EPA 1990b). At an unknown time after September 1990, petroleum storage or processing ceased. The site is currently inactive (Tetra Tech 2004).

2.4 PREVIOUS SITE INVESTIGATIONS

In September 1990, a spill of approximately 12,000 gallons of No. 6 fuel oil occurred, of which approximately 4,000 gallons were released to the Wicomico River. EPA, U.S. Coast Guard Marine Safety Office, and Maryland Department of the Environment (MDE) responded to the release (EPA 1990b).

In May 1994 and August 1996, MDE issued two separate Notices of Violation (NOV) to the mortgage holder for the site properties at the time, Equitable Finance Group. The NOV were issued due to violations of Maryland law observed by MDE during site visits, including but not limited to a continuing release of waste oil from the site and improper closure of on-site USTs (Weston 1997).

In February and May 1997, EPA Site Assessment Technical Assistance (SATA) contractor Weston conducted two events at the site. Weston collected surface and subsurface soil, groundwater, sediment, and soil gas samples from the site. VOCs reported in groundwater samples included benzene, toluene, ethylbenzene, and xylenes (commonly referred to as "BTEX" compounds), in addition to numerous SVOCs. VOCs, SVOCs, pesticides, diesel-range organics, gasoline-range organics, TPH, and metals were reported in soil samples, and VOCs and

SVOCs were reported in a sediment sample collected from the Wicomico River. During the May sampling event, benzene was reported in monitoring well MW-4 at a concentration of 650 micrograms per liter ($\mu\text{g/L}$) (Weston 1997).

In addition to sampling, Weston conducted gauging of the monitoring wells, oil-water separator, two sumps, and staff gauge in the Wicomico River. No elevation survey was conducted; the fluctuations of the water table in response to tidal changes were qualitatively evaluated. During site activities, Weston observed petroleum discharging from groundwater to the Wicomico River. The on-site ASTs were visually inspected and reported to be empty. In addition, 63 drums were reportedly observed on site (Weston 1997).

In July 1999, Weston conducted surface soil sampling at the site at the request of EPA. Composite samples were collected from surface soils inside secondary concrete containment surrounding Tank Nos. 6, 7, 8, and 9, and from three on-site soil piles. The samples were analyzed for VOC, SVOC, and pesticides. No compounds were detected above EPA removal action guidelines (Weston 1999).

In or about 2000, USACE contractors installed a steel bulkhead and an interceptor trench pumping and treatment system. The steel bulkhead was installed to prevent petroleum products in the on-site subsurface soils from entering the Wicomico River. The interceptor trench trends parallel to the Wicomico River, and was designed to collect and reroute petroleum products floating on the water table. The interceptor trench is located west of and adjacent to the steel bulkhead, and was installed just above the low tide level (USACE 2002).

In ~~October 2000~~, ECG Industries, Inc. (ECG), under contract with the U.S. Army Corps of Engineers (USACE), conducted a Phase I site investigation. During Phase I activities, ECG investigated the on-site oil-water separator, collected subsurface soil samples around the oil-water separator using direct-push methods, and conducted groundwater gauging in four on-site monitoring wells. The soil samples were submitted for TPH analysis and diesel-range organics

by EPA Method 8015B. ECG reported that TPH were detected in four of the six soil samples at concentrations exceeding 100 parts per million (ppm), and concluded that the oil-water separator would not be suitable for use in the light non-aqueous phase liquid (LNAPL) recovery system (ECG 2000).

In May 2002, USACE contractor ECG conducted well gauging, sampling, and a drum inventory at the site, summarized in a report entitled "Well Gauging and Drum Inventory Report." Groundwater gauging and sample collection was conducted in four monitoring wells. The samples were analyzed for benzene, toluene, ethyl benzene, and xylene (collectively referred to as "BTEX" compounds), methyl tert-butyl ether (MTBE), and TPH. Benzene was reported in the sample collected from one well, and TPH were reported in the samples collected from two wells. Seventy-eight drums were identified, inventoried, and sampled. Reportedly, the drums contained "waste oil," soil cuttings, or purge water (ECG 2002).

3.0 SITE ACTIVITIES

This section summarizes waste/source and environmental sampling, gauging, and differential leveling activities conducted at the site in July and August 2004. On May 24, 2004, EPA On-Scene Coordinator Robert Kelly and Tetra Tech representative Robert Helverson performed a site reconnaissance to identify site features, such as monitoring wells, fill pipes, and petroleum storage tanks, and to determine potential sampling locations. Site activities were documented in the site logbook in accordance with Tetra Tech SOP No. 024, "Recording of Notes in Field Logbook" (Tetra Tech 1999a). Copies of the field logbook notes maintained during site activities can be found in Appendix A. In addition to the field logbook notes, Tetra Tech conducted photographic documentation of observations made during site visits. The photographic documentation log is presented in Appendix B.

3.1 SAMPLING ACTIVITIES

On June 8 and 9, 2004, Tetra Tech personnel Christopher Sklaney and Robert Helverson conducted waste/source, groundwater, and surface water sampling activities. Sampling locations and procedures are outlined in the following sections.

3.1.1 Waste/Source Sampling

During site activities, Tetra Tech collected ⁹nine waste/source samples from nine potential source and target areas. Samples were collected from two on-site USTs, the oil/water separator, the bilge pump basin, measurable LNAPL observed in two monitoring wells, two pipes, and a thin sheen observed in the Wicomico River as described in Tetra Tech SOP No. 008, "Containerized Liquid, Sludge and Slurry Sampling" (Tetra Tech 2000a). Waste/source samples LS04-WS01, LS04-WS02, LS04-WS04, LS04-WS07, LS04-WS08, and LS04-WS10 were collected by gently submersing a dedicated Teflon bailer into the petroleum product or LNAPL layer. Water was decanted at much as possible, where present, prior to transfer into the appropriate sample container. Since no measurable LNAPL was observed on the surface of water in the bilge pump basin or oil-water separator, samples LS04-WS05 and LS04-WS06 were collected using a peristaltic pump. Tetrafluoroethene (TFE)-fluorocarbon nets designed for oil spill sampling were used to collect sample LS04-WS09 and an additional fraction of sample LS04-WS05. Thin sheens were observed at both locations where TFE-fluorocarbon nets were used. A summary of waste/source samples collected during the June 2004 sampling event is presented in Table 1, Sample Summary. Sampling locations are presented on Figure 3, Sampling Location Map.

The waste/source samples were forwarded to USCG MSL in Groton, Connecticut for qualitative petroleum identification analysis using both gas chromatograph (GC) and GC/mass spectrometer (MS) devices. No QA/QC samples were submitted, and all samples were collected without preservatives other than ice.

TABLE 1

SAMPLE SUMMARY

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
WASTE/SOURCE SAMPLES					
LS04-WS01	04-111-1	06/08/04, 1415	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from reddish, clear, fluid liquid in UST located at north end of site, north of Garage. Liquid had color, consistency, and odor similar to heating oil.
LS04-WS02	04-111-2	06/08/04, 1400	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from dark brown to black, moderately opaque, fluid liquid in pipe located at north end of site, between Check Post and Garage and approximately 20 feet from gate. Pipe is concealed by flush-mounted, unlabeled utility covering, and appears to bend at 90 degree angle toward the east approximately 2 feet below grade.

TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
WASTE/SOURCE SAMPLES (Continued)					
LS04-WS04	04-111-3	06/08/04, 0950	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from LNAPL observed in monitoring well UNK-6. LNAPL is dark brown to black, moderately opaque, fluid liquid. LNAPL thickness 0.15 inches.
LS04-WS05	04-111-4 04-111-5	06/08/04, 1100	Petroleum ID	(1) 2- or 4-oz. clear jar / ice (1) TFE-fluorocarbon net / ice	Waste/source sample collected from water in bilge pump. Faint sheen observed on water surface.
LS04-WS06	04-111-6	06/08/04, 1450	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from water in oil-water separator. No sheen observed on water surface.
LS04-WS07	04-111-7	06/08/04, 1050	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from colorless, clear, fluid liquid in UST located at south end of site, west of Warehouse A. Liquid had color, consistency, and odor similar to gasoline.

TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
WASTE/SOURCE SAMPLES (Continued)					
LS04-WS08	04-111-8	06/08/04, 1310	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from LNAPL observed in monitoring well UNK-6. LNAPL is reddish, clear, and fluid, similar to liquid present in UST located at north end of site, north of Garage. LNAPL thickness 0.34 inches.
LS04-WS09	04-111-9	06/08/04, 1545	Petroleum ID	(1) TFE-fluorocarbon net / ice	Waste/source sample collected from thin sheen observed on Wicomico River in the vicinity of monitoring well MW-6.
LS04-WS10	04-111-10	06/09/04, 1350	Petroleum ID	(1) 2- or 4-oz. clear jar / ice	Waste/source sample collected from 4-inch PVC stick-up located east of AST No. 13 and within the secondary containment barrier. Monitoring well MW-5 was reported in this area during previous investigations, although the stick-up was unlabeled and no outer protective casing was present.

TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
GROUNDWATER SAMPLES					
LS04-GW01	0406L825-002	06/09/04, 1235	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-1.
LS04-GW02	0406L825-003	06/09/04, 1050	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-2.
LS04-GW03	0406L825-004	06/08/04, 0920	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-3.
LS04-GW04	0406L825-005	06/08/04, 1110	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-4.
LS04-GW06	0406L825-006	06/09/04, 0828	VOCs SVOCs TPH	(9) 40-mL vials / HCl pH<2, ice (3) 1-L amber bottles / ice (3) 1-L amber bottles / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-6. Extra volume submitted for MS/MSD analyses.
LS04-GW07	0406L825-007	06/08/04, 1705	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well UNK-2.

TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
GROUNDWATER SAMPLES (Continued)					
LS04-GW08	0406L825-008	06/08/04, 1505	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well UNK-6. Sample effervesced slightly in the presence of HCl.
LS04-GW09	0406L825-009	06/08/04, 1020	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well UNK-A.
LS04-GW10	0406L825-010	06/09/04, 1140	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Groundwater sample collected from monitoring well MW-1.
LS04-GW11	0406L825-011	06/09/04, 0828	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Field duplicate of aqueous sample LS04-GW06. False date and time recorded on chain of custody (06/08/04 and 1600) to conceal identity of sample from laboratory.

TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
SURFACE WATER SAMPLES					
LS04-SW01	0406L825-012	06/08/04, 1200	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Surface water sample collected from the Wicomico River at the southeastern corner of the site near the northern end of the bulkhead. Sample collected approximately at low tide.
LS04-SW02	0406L825-013	06/08/04, 1435	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Surface water sample collected from the Wicomico River at the northeastern corner of the site near the northern end of the bulkhead. Sample collected approximately at low tide.
QA/QC SAMPLES					
LS04-TB01	0406L825-001	06/08/04, 0705	VOCs	(3) 40-mL vials / HCl pH<2, ice	Trip blank sample collected to determine if VOC sample contamination occurred during sample handling and transport. Sample LS04-TB01 was collected before all other samples, and accompanied VOC sample fractions through delivery to the laboratory.

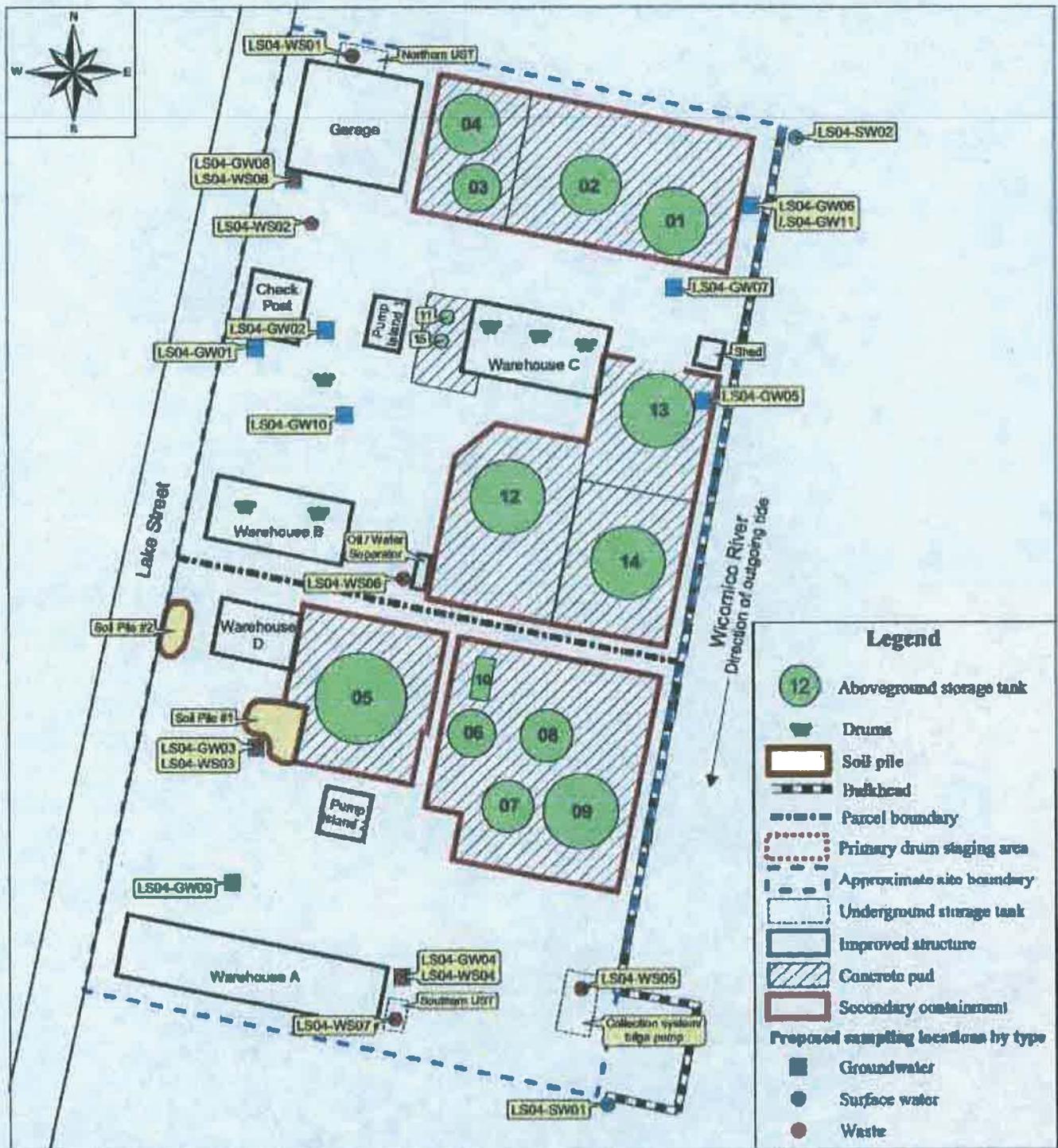
TABLE 1

SAMPLE SUMMARY (Continued)

Tetra Tech Sample ID	Laboratory Sample ID	Collection Date, Time	Analysis	Container / Preservative	Sample Description
QA/QC SAMPLES (Continued)					
LS04-FB01	0406L825-014	06/09/04, 0855	VOCs SVOCs TPH	(3) 40-mL vials / HCl pH<2, ice (1) 1-L amber bottle / ice (1) 1-L amber bottle / H ₂ SO ₄ pH<2, ice	Field blank sample collected to determine if dedicated groundwater sampling equipment, such as Teflon-lined tubing, and sample containers contributed to sample contamination.

Notes: Actual sample date and time of aqueous field duplicate sample LS04-GW11 are 06/09/04 and 0828 hours.
Waste/source sample LS04-WS05 contained two sample fractions submitted for Petroleum ID analysis. One fraction consisted of petroleum product, and the other fraction consisted of petroleum product cohered to a TFE-fluorocarbon net. Both fractions were submitted to the laboratory in 2- or 4-oz. jars. The U.S. Coast Guard Marine Safety Laboratory assigned two separate sample IDs to the fractions; the fractions were collected from the same source material by two different methods.

- | | | | | | |
|--------------------------------|---|--------------------------------|--------|---|-------------------------------------|
| ID | = | Identification | MS/MSD | = | Matrix spike/matrix spike duplicate |
| VOC | = | Volatile organic compounds | LNAPL | = | Light non-aqueous phase liquid |
| SVOC | = | Semivolatile organic compounds | UST | = | Underground storage tank |
| TPH | = | Total petroleum hydrocarbons | TFE | = | Tetrafluoroethene |
| mL | = | Milliliter | oz. | = | Ounces |
| HCl | = | Hydrochloric acid | PVC | = | Polyvinyl chloride |
| L | = | Liter | AST | = | Above-ground storage tank |
| H ₂ SO ₄ | = | Sulfuric acid | | | |



Source: Modified from Figure 3, Dale Oil Site Proposed Soil Gas Sampling Areas, Roy F. Weston, 1997

Not to scale

Approximate Site Location = ■



Maryland

**Lake Street Oil Site
Salisbury, Wicomico County, Maryland**

**Figure 3
Sampling Location Map**

TDD No. SE3-04-05-004
EPA Contract No. 68-S3-00-02

Map created September 30, 2004
by D. Call, TTEMI START



Tetra Tech EM Inc.

3.1.2 Groundwater Sampling

On June 8 and 9, 2004, Tetra Tech personnel Christopher Sklaney and Bob Helverson collected 10 groundwater samples from ⁹nine on-site monitoring wells. All sampled wells were inspected as described in Tetra Tech Standard Operating Procedure (SOP) No. 010, "Groundwater Sampling" (Tetra Tech 2000c), and were sampled as described in SOP No. 010 or SOP No. 015, "Groundwater Sample Collection Using Micropurge Technology" (Tetra Tech 2000d). Prior to initiation of sampling at a particular well, a Solinst Model 122 oil-water interface probe was used to determine if light non-aqueous phase liquids (LNAPL) were present. Measurable LNAPL were present in monitoring wells MW-4 and UNK-6. Sheens and strong petroleum odors were observed in all monitoring wells.

After inspection for LNAPL, purging was initiated at each groundwater sampling location. At locations where well construction logs were available, the sampling intake depth was positioned at the approximate middle of the screened interval. Otherwise, the intake location was positioned approximately 5 feet from the bottom of the well, based on the presumption that the well was constructed with a typical 10-foot screened interval. Purging and sampling was conducted with a GeoTech Model II peristaltic pump. Where samples were collected using low-flow techniques, the peristaltic pump was adjusted to a pumping rate of 250 to 350 milliliters per minute (mL/min.), and a YSI 6820 Multiparameter Sonde with in-line flow-through cell was used to record parameters over 5- to 15-minute intervals during purging. No drawdown levels greater than approximately 3 inches were observed during purging or sampling. A partial list of parameters, including temperature, pH, conductivity, discharge rate, water level, and turbidity, were recorded during purging and sampling.

After purging, the samples were collected by filling the containers directly from the Teflon tubing. The VOC fraction of a particular sample was pre-preserved and collected before the SVOC and TPH fractions. The TPH fraction was preserved after collection. The groundwater samples were forwarded to Lionville Laboratory Inc. (Lionville Laboratory) in Exton,

Pennsylvania, under analytical project number SE3-04-06-L02 for analysis of VOCs, SVOCs, and TPH. In addition, one trip blank, one field (bottle) blank, and two surface water samples were forwarded to Lionville Laboratory as part of the same analytical project number. A summary of groundwater samples collected during the June 2004 sampling event is presented in Table 1, Sample Summary. Groundwater sampling locations area presented on Figure 3, Sampling Location Map. Surface water sample collection is described in Section 3.1.3, Surface Water Sampling.

3.1.3 Surface Water Sampling

During site activities, Tetra Tech collected ² two surface water samples from the west bank of the Wicomico River, adjacent to the steel bulkhead. The samples were collected from the northeastern and southeastern corners of the site near low tide. No windrows, steamers, or persistent sheens were observed in the Wicomico River during the June 2004 sampling event, although thin sheens less than 6 inches in diameter were observed locally.

With the exception of the VOC fraction, the samples were collected by immersing sample containers just below the water surface, as described in Tetra Tech SOP No. 009, "Surface Water Sampling" (Tetra Tech 1999b). The VOC fraction was collected before the SVOC and TPH fractions. The one-liter container used for the SVOC fraction was partially filled with sample and poured into the pre-preserved VOC container. The TPH fraction was preserved after collection. The surface water samples were forwarded to Lionville Laboratory with the groundwater samples collected during this event for analysis of VOCs, SVOCs, and TPH. A summary of surface water samples collected during the June 2004 sampling event is presented in Table 1, Sample Summary. Surface water sampling locations are presented on Figure 3, Sampling Location Map.

3.2 SAMPLE HANDLING PROCEDURES

Samples collected during site activities were handled in accordance with Tetra Tech's "Quality Assurance Project Plan [QAPP] for START" (Tetra Tech 2001). Sample collection and shipping procedures were conducted in accordance with Tetra Tech SOP No. 019, "Packaging and Shipping Samples" (Tetra Tech 2000b). Samplers, sample identifiers, collection dates and times, container types and amounts, and preservative types were recorded on EPA Region 3, carbonless, chain-of-custody record forms. Copies of the chain-of-custody records for waste/source and environmental sample shipments can be found in Appendix C.

3.3 DIFFERENTIAL LEVELING SURVEY

On June 29, 2004, Tetra Tech personnel conducted a rod-and-transit leveling survey of the monitoring wells, oil-water separator, and staff gauge. The leveling survey was conducted using an AGL Corporation Eagle V2 Visible Electronic Level. A base station, turning points, and measuring points, including a staff gauge on the Wicomico River, were measured in reference to a temporary fixed benchmark established at the site. All measurements were recorded to 0.01 foot. Leveling data are presented in Appendix D. The geographic position of each sampling and gauging location, in addition to other site features of interest, was recorded to sub-meter accuracy using a Trimble Global Positioning System (GPS) Pathfinder Pro XRS receiver and data logger.

3.4 SHORT-TERM GAUGING SURVEY

On June 29, 2004, Tetra Tech personnel Christopher Sklaney, Brad White, and Robert Helverson conducted a gauging survey at the site. Gauging was conducted approximately every 30 minutes over one complete diurnal tidal cycle (approximately 12 hours) to determine hydraulic head changes in relation to tidal variations. Short-term gauging was conducted during "normal" flow conditions in the Wicomico River. The survey was conducted in ¹⁰ ten on-site monitoring wells,

the oil-water separator, the bilge pump basin, and at a staff gauge in the Wicomico River. In addition, one monitoring well was discovered during the one-day gauging event. The well is situated between the oil-water separator and monitoring well UNK-1, and was designated UNK-B by Tetra Tech. The gauging survey was conducted using Solinst Model 101 water level meters; the thicknesses of LNAPL layers were recorded with Solinst Model 122 oil-water interface meters. Gauging data recorded on June 29, 2004 are presented in Appendix E.

The water level in the oil-water separator fluctuated for approximately three hours near high tide, and was static for the remainder of the 12-hour period during which gauging was conducted. Presumably, the elevation of the water table is lower than the elevation of the oil-water separator intake during observed static periods. - WHY NOT INVESTIGATED?

3.5 LONG-TERM GAUGING SURVEY

On June 29, 2004, In-Situ MiniTroll Data Logger and Pressure Transducer monitoring devices were installed in three on-site wells to record long-term water table variations due to monthly lunar tidal cycles. The transducers were programmed to record water level above a down-well sensor depth every three minutes. The transducers were placed at arbitrary depths below the predicted low-water level. However, water level readings were recorded with a Solinst Model 101 water level meter at the time of transducer placement. The transducers were installed in monitoring wells MW-1, MW-3, and MW-6, and removed on August 10, 2004.

4.0 DEVIATIONS FROM THE SAMPLING AND ANALYSIS PLAN

This section describes deviations from the Tetra Tech SAP necessary to address issues that occurred during the June 2004 sampling event. In Section 4.4.1, Groundwater Sampling, Tetra Tech proposed the collection of all groundwater samples by purging at least three well volumes, as outlined in Tetra Tech SOP No. 010, "Groundwater Sampling" (Tetra Tech 2000c). Due to

observations made during the on-site reconnaissance and sampling event, low-flow sampling techniques were employed where drawdown exceeded 0.3 feet at pump rates greater than approximately 500 mL/min. (Tetra Tech 2004a).

In Section 4.4.1, Groundwater Sampling, Tetra Tech proposed the collection of a groundwater sample from monitoring well MW-5. During the groundwater sampling event, Tetra Tech was unable to advance a water level meter more than approximately 3 feet below the top of the stick-up due to an obstruction, and a groundwater sample was not collected.

5.0 ANALYTICAL RESULTS

The following sections present the analytical results of waste/source, groundwater, and surface water samples collected on June 8 and 9, 2004. Table 2 summarizes the sample matrices, analyses, analytical methods, number of samples sent for analysis per matrix, and laboratory performing the analyses for all samples collected during the sampling event.

TABLE 2

ANALYTICAL SUMMARY

Matrix	Analyses	Analytical Method	Sample Quantity	Laboratory
Waste/Source	Petroleum Identification, Oil Fingerprint	GC, GC/MS methods	9	U.S. Coast Guard Marine Safety Laboratory
Groundwater, Surface Water	TCL VOCs TCL SVOCs TPH	SW-846 Method 8260B SW-846 Method 8270C Method 1664A	14	Lionville Laboratory, Inc.

Notes: Sample quantity includes QA/QC samples.
Thirteen groundwater/surface water samples collected for TCL VOC, TCL SVOC, and TPH analyses; one sample (trip blank) collected for TCL VOC only.

TCL = Target Compound List	GC = Gas chromatograph
VOCs = Volatile organic compounds	GC/MS = Gas chromatograph/mass spectrometry
SVOCs = Semivolatile organic compounds	

5.1

WASTE/SOURCE SAMPLING ANALYTICAL RESULTS

USCG MSL conducted qualitative petroleum identification and oil fingerprint analyses. Petroleum identification is the determination of petroleum type through GC and GC/MS analyses. For the purposes of USCG MSL evaluation, the waste/source samples were classified as either "source" or "spill" (i.e., "target") samples. Oil fingerprinting, a comparison of "source" and "spill" sample analytical results, was conducted to determine if petroleum products found in "spill" samples were attributable to petroleum products identified in "source" samples. Waste/source samples LS04-WS01, LS04-WS02, LS04-WS07, and LS04-WS10 were classified as "source" samples, although only samples LS04-WS01 and LS04-WS07, collected from the northern UST and southern UST, respectively, were collected from primary petroleum storage vessels. All other waste/source samples were classified as "spill" samples. Analytical evaluations provided by USCG MSL are summarized in Table 3. The oil sample analysis report is provided in Attachment A.

TABLE 3
WASTE/SOURCE SAMPLE ANALYTICAL EVALUATION

Tetra Tech (USCG MSL) Sample ID	USCG MSL Sample Classification	Sample Location	USCG MSL Sample Evaluation
LS04-WS01 (04-111-1)	Source	Northernmost UST	Light fuel oil
LS04-WS02 (04-111-2)	Source	Pipe between Check Post and Garage	Moderately evaporatively weathered and severely biodegraded light petroleum oil
LS04-WS04 (04-111-3)	Spill	LNAPL in MW-4	Moderately evaporatively weathered and severely biodegraded light petroleum oil
LS04-WS05 (04-111-4, 04-111-5)	Spill	Bilge pump	Insufficient quantity of petroleum for identification purposes
LS04-WS06 (04-111-6)	Spill	Oil-water separator	Insufficient quantity of petroleum for identification purposes
LS04-WS07 (04-111-7)	Source	Southernmost UST	Light fuel oil
LS04-WS08 (04-111-8)	Spill	LNAPL in UNK-6	Moderately evaporatively weathered and severely biodegraded light petroleum oil
LS04-WS09 (04-111-9)	Spill	Thin sheen in Wicomico River near MW-6	Insufficient quantity of petroleum for identification purposes
LS04-WS10 (04-111-10)	Source	4-inch PVC stick-up located east of AST No. 13 and within secondary containment area	Moderately degraded light fuel oil mixed with lubricating oil

- AST = Above-ground storage tank
- LNAPL = Light non-aqueous phase liquid
- PVC = Polyvinyl chloride
- USCG MSL = U.S. Coast Guard Marine Safety Laboratory
- UST = Underground storage tank

5.2

GROUNDWATER SAMPLING ANALYTICAL RESULTS

Analytical results were compared to EPA Risk-Based Concentrations (RBCs) and MDE Generic Numeric Cleanup Standards. Six VOCs (benzene, toluene, ethyl benzene, xylene, acetone, and 2-butanone) and one SVOC (2-methylnaphthalene) were detected in groundwater samples at concentrations greater than or equal to the compound-specific sample quantitation limit (SQL). Benzene was reported above both RBCs and MDE Cleanup Standards in three monitoring wells: MW-4, UNK-6, and UNK-A. TPH were reported in samples collected from monitoring wells MW-4 and MW-6. No known groundwater standards have been promulgated to date for TPH in non-residential groundwater. No other compounds were reported above Federal or State guidelines. A summary of compounds detected above SQLs in groundwater samples presented in Table 4. Analytical data packages for VOCs, SVOCs, and TPH are provided in Attachments B, C, and D, respectively.

5.3

SURFACE WATER SAMPLING ANALYTICAL RESULTS

No VOCs, SVOCs, or TPH were detected in surface water samples at concentrations above SQLs. Analytical data packages for VOCs, SVOCs, and TPH are provided in Attachments B, C, and D, respectively.

TABLE 4

SUMMARY OF GROUNDWATER SAMPLE ANALYTICAL RESULTS
COMPOUNDS DETECTED ABOVE SAMPLE QUANTITATION LIMITS

Compound	EPA RBC	MDE Standard	Tetra Tech Sample Identifier/Monitoring Well					
			LS04-GW04/ MW-4	LS04-GW06/ MW-6	LS04-GW11/ MW-6	LS04-GW07/ UNK-2	LS04-GW08/ UNK-6	LS04-GW09/ UNK-A
VOC								
acetone	55,000	61	--	18	17	--	--	10
2-butanone	70,000	190	--	--	10	--	--	--
benzene	3.4	5	<u>170</u>	--	--	--	<u>150</u>	<u>110</u>
toluene	7,500	1,000	6	--	--	--	5	--
ethyl benzene	13,000	700	--	--	--	--	5	--
total xylene	2,100	10,000	--	15	16	--	6	--
SVOC								
2-methylnaphthalene	240	20	76	--	--	11	220	130
TPH								
TPH	NP	47	3,500	1,100	--	--	--	--

Notes: The EPA groundwater RBC was derived by multiplying the drinking water/surface water RBC by a factor of 10.
Values underlined exceeded both EPA RBCs (2004) and MDE Generic Numeric Cleanup Standards for Type I and II Aquifers (2001) for groundwater. MDE standards for TPH are for Residential Cleanup Standards and presented for comparison purposes only; no known non-residential standards have been promulgated to date.
Samples LS04-GW06 and LS04-GW11 are field duplicates.
All results in micrograms per liter.

EPA = U.S. Environmental Protection Agency
RBC = Risk-based concentration
MDE = Maryland Department of the Environment
-- = Not detected above sample quantitation limit

VOC = Volatile organic compounds
SVOC = Semivolatile organic compounds
TPH = Total petroleum hydrocarbons
NP = Not promulgated

6.0 DATA EVALUATION

Waste/source and groundwater analytical data indicate that the water table aquifer has been impacted by a release of hazardous substances which may be at least partially attributable to on-site sources. No hazardous substances directly attributable to the site were detected in the two surface water samples collected from the property.

Long-term gauging data indicate that variations due to flood and neap tides were observed; diurnal tides are most likely skewed slightly according to the lunar stage. However, the long-term variations do not appear to have a significant impact on groundwater movement at the site. Short-term gauging data indicate that the water table aquifer fluctuates approximately 2 vertical feet or less during normal diurnal tidal cycles. The steel bulkhead and interceptor system prohibits discharge of groundwater and LNAPL on the water table surface directly into the Wicomico River. In addition, no LNAPL was observed discharging to the Wicomico River immediately north or south of the bulkhead. However, short-term gauging data indicate that the potentiometric surface of the water table at the site is not static, and that groundwater in the water table aquifer may have northerly, southerly, and westerly flow components due to the diurnal tidal fluctuations. Off-site migration of petroleum products present in sources at the site is unknown.

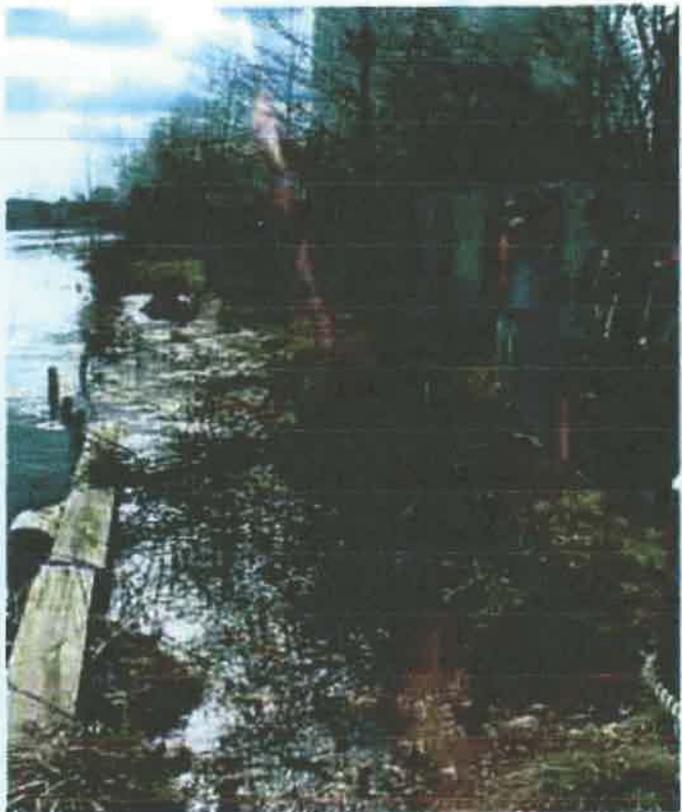
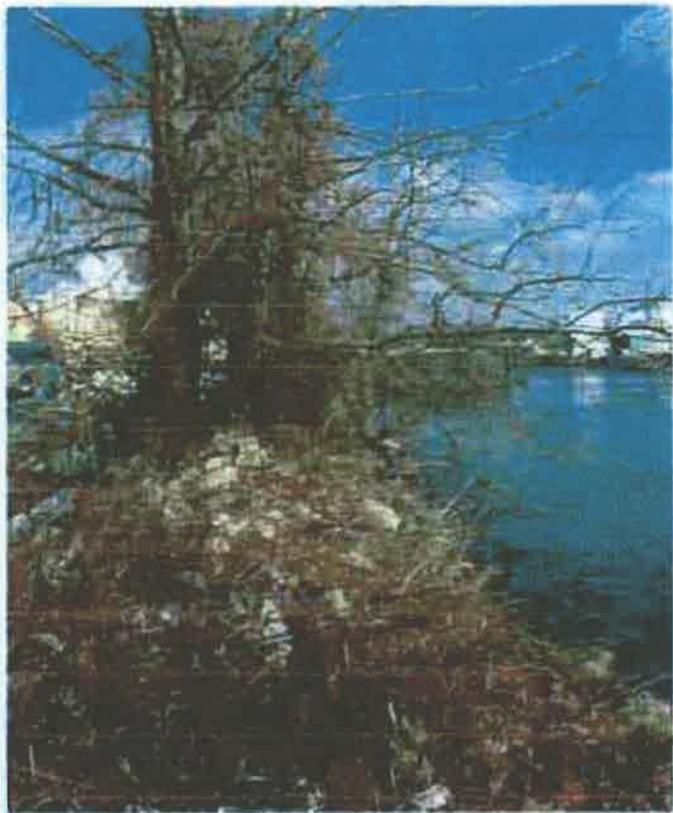
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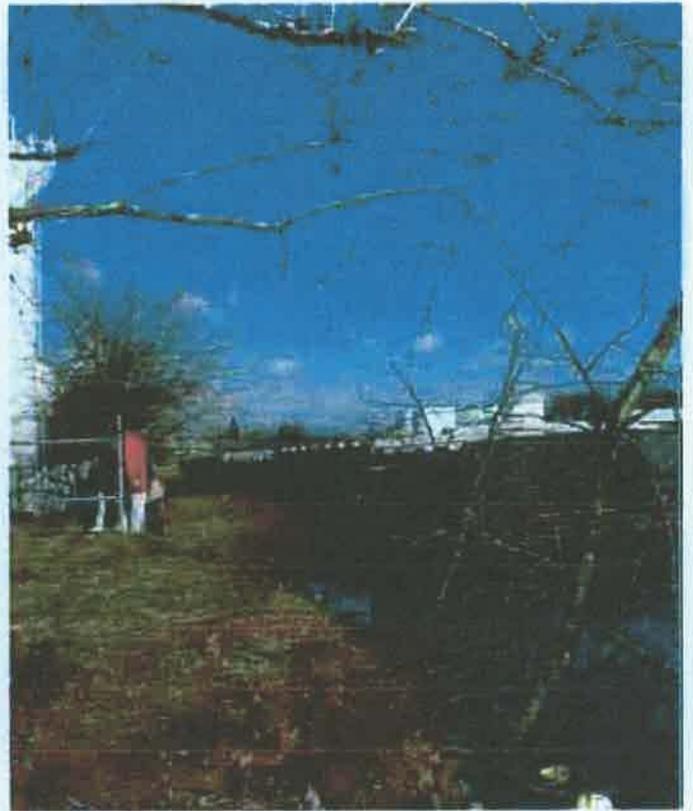
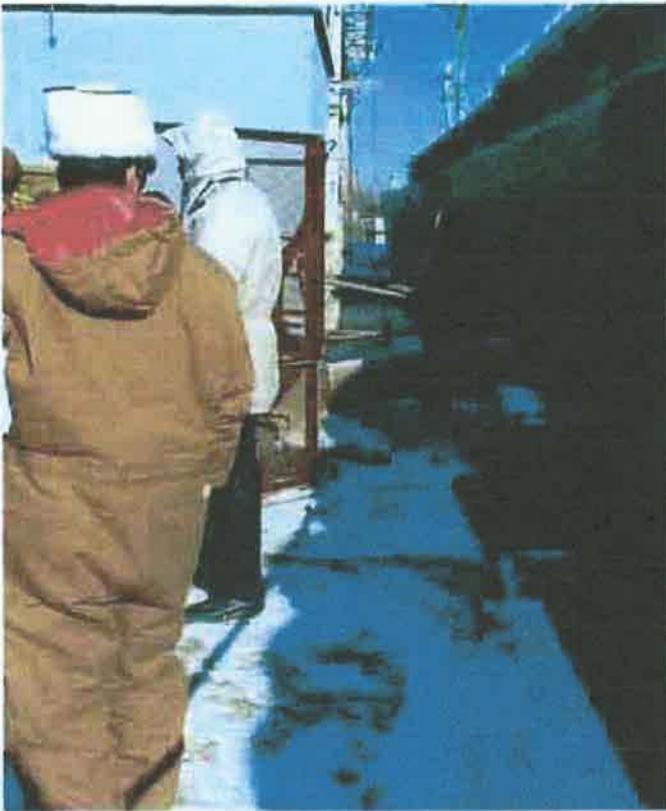
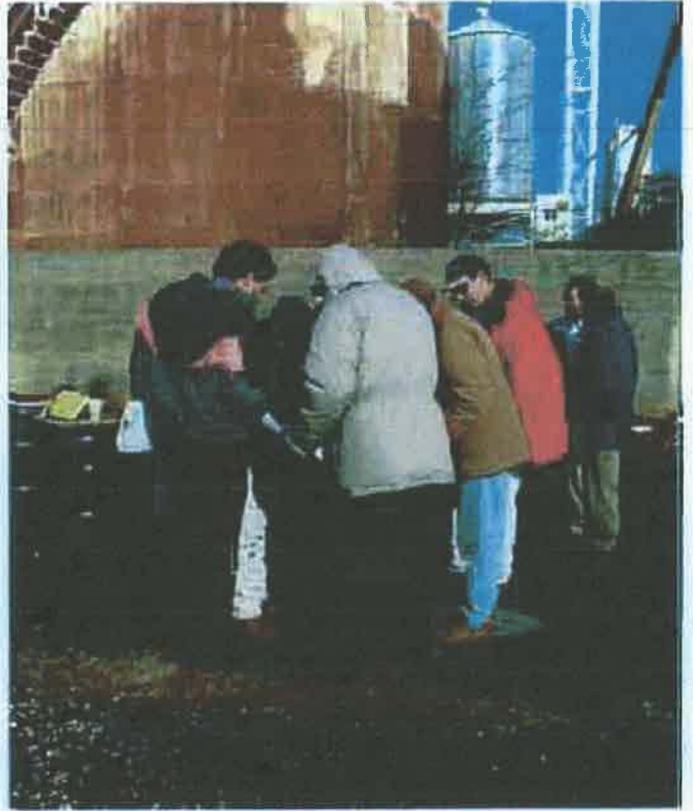
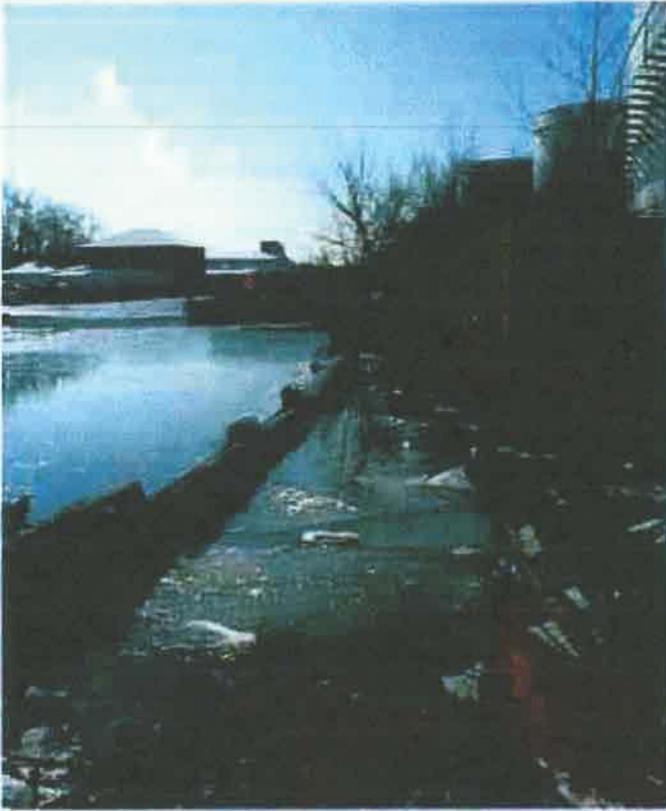
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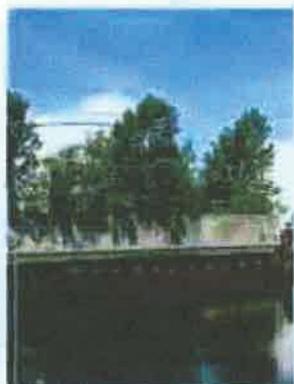
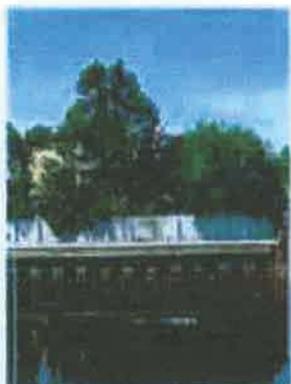
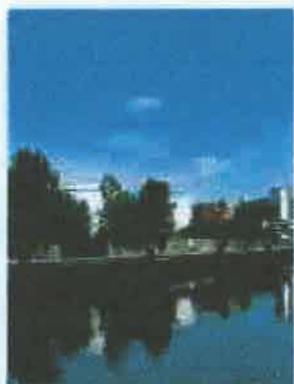
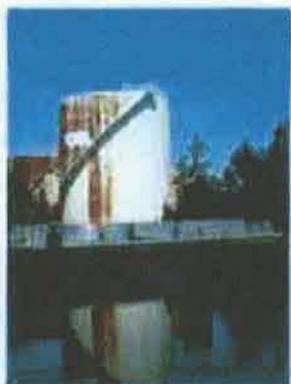
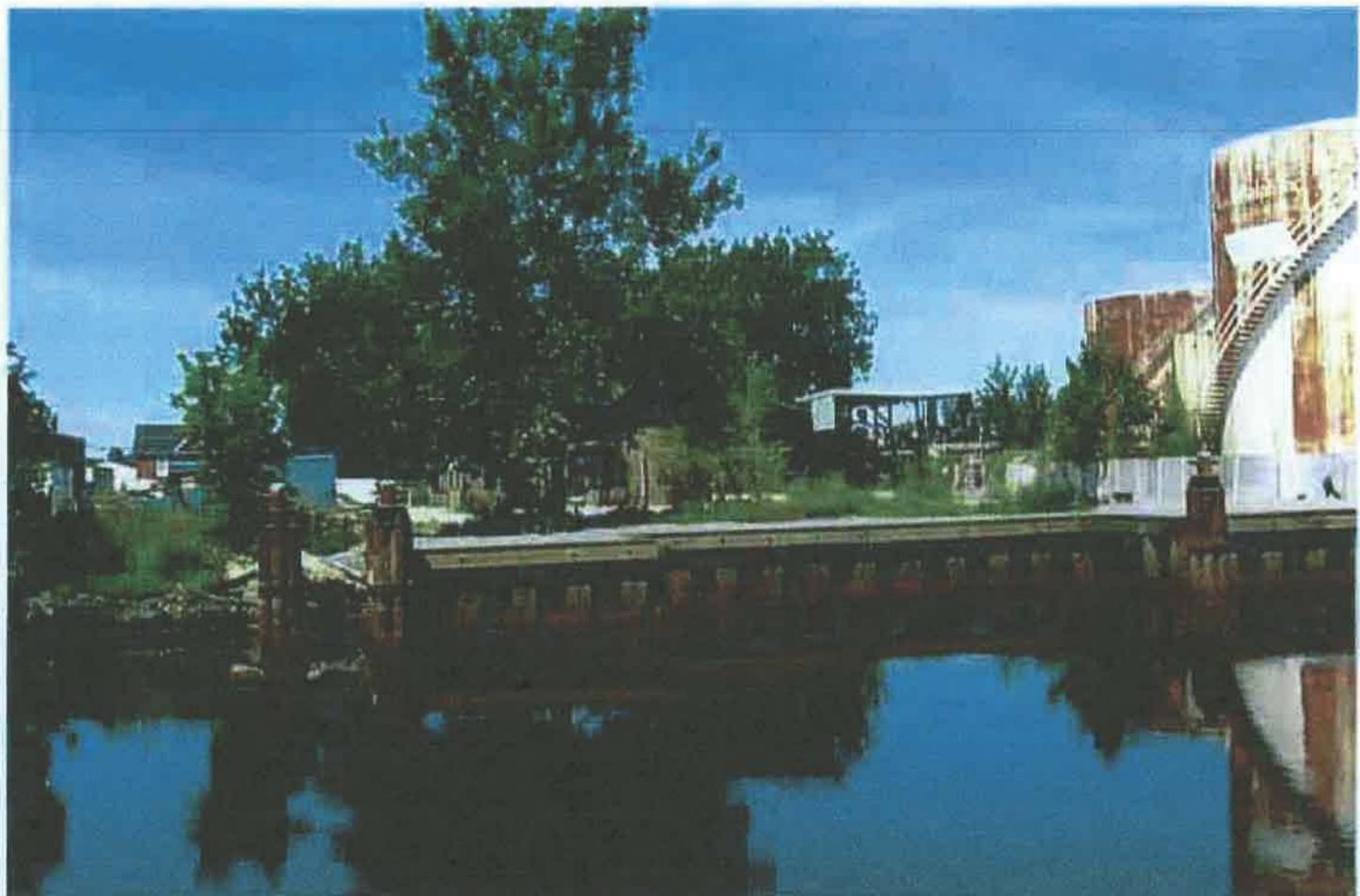
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APPENDIX A
FIELD LOGBOOK NOTES

(7 pages)

2

Location SALISBURY, MD Date 06/08/04

Project / Client LAKE STREET OIL FARM

TUESDAY SE3-04-05-004

0630 START R. HELVERSON AND C. SKIRBY
ARRIVED ON SITE. CLEAR 70°F. CALM.

0700 Begin @ monitoring well LS04-GW03 (MW3)
Air monitoring peaks at: CO = 4 ppm
VOC = 55.9 ppm, LEL = 3%, O₂ = 20.9%.

0705 COLLECTED TRIP BLANK SAMPLE
LS04-TB01.

0920 COLLECTED LS04-GW03 FROM
MW-3.

BEGAN LOW-FLOW SAMPLING AT
UNK-A AT 0845.

0930 MOVED TO MW-4,
APPROXIMATELY 2 INCHES OF PRODUCT
(BLACK OIL) OBSERVED IN WELL.

0950 COLLECTED LS04-WS04 BY
PUMPING WITH PERISTALTIC FROM
SURFACE OF WATER TABLE (LNAPL
LAYER). COLLECTED IN 4.02 JAR

1006 STARTED PUMPING MW-4. NOT USING
LOW FLOW AT THIS LOCATION.

C. Skirby 06/08/04

3

Location SALISBURY, MD Date 06/08/04

Project / Client LAKE STREET OIL FARM

TUESDAY SE3-04-05-004

1030 COLLECTED LS04-GW09 FROM
~~MW-0~~ UNK-A.

1050 COLLECTED LS04-WS07 FROM
UST LOCATED EAST OF WAREHOUSE A
USED PERISTALTIC PUMP.

1100 COLLECTED LS04-WS05 FROM
BILGE PUMP. USED PERISTALTIC
PUMP TO COLLECT LIQUID, USED
SCR-0 TFE SCREEN TO COLLECT
SECOND JAR.

1110 COLLECTED LS04-GW04 FROM
~~MW-0~~ MW-4.
SCREEN AT BILGE PUMP USED TO
FILTER OIL FROM WATER; FILTER
WILL BE SENT TO LAB.

1135, PARCEL OWNER MR. KLAUS ARRIVED
AT SITE.

1200 PLACED AND LABELED 55-GALLON
DRUM CONTAINING IDW FROM
ALL WELLS ON SOUTHERN PARCEL.

C. Skirby 06/08/04

Location SALISBURY, MD Date 06/06/09
 Project / Client LAKE STREET OIL FARM
TUESDAY SE3-04-05-004

- 1205 COLLECTED SURFACE WATER —
 SAMPLE LS04-SW01 FROM —
 SOUTHERN EDGE OF BULKHEAD —
 ON SOUTHERN PARCEL. —
- 1230 DEPARTED SOUTHERN PARCEL —
- 1255 RETURNED TO SITE, AT NORTHERN
 PARCEL. —
- BEGAN AT UNK-6. —
- 1310 COLLECTED SAMPLE FROM LNAPL
 LAYER IN UNK-6. REDDISH OIL,
 LS04-WS08 —
- 1400 COLLECTED LS04-WS02 FROM
 VERTICAL PILL PIPE SOUTHEAST OF
 UNK-6. —
- 1415 COLLECTED LS04-WS01 FROM
 UST NORTH OF GARAGE. —
 RED (HEATING?) OIL. —
- 1435 COLLECTED LS04-SW02 FROM LOCATION
 ON PROPERTY ADJACENT TO BULKHEAD.
- 1450 COLLECTED WASTE/SOURCE SAMPLE
 C. SKLANEY, ~~06/06/09~~ 06/06/09

Location SALISBURY, MD Date 06/08/09 5
 Project / Client LAKE STREET OIL FARM
TUESDAY SE3-04-05-004

- ~~LS04-WS09~~ + ~~LS04-WS06~~ FROM
 OIL-WATER SEPARATOR. —
- 1505 COLLECTED LS04-GW08 FROM —
 UNK-6. SHEEN IN SAMPLE, —
 SLIGHT EFFERVESCENCE IN —
 VOC SAMPLE (PRESERVED WITH
 HCl). —
- 1540 BEGAN LOW-FLOW SAMPLING AT
 UNK-2. —
- 1545 OBSERVED SHEEN IN WICOMICO
 RIVER; SOURCE UNKNOWN.
 COLLECTED WASTE/SOURCE
 SAMPLE IN TFE NET, SAMPLE
 LS04-WS09. —
- 1625 C. SKLANEY INSPECTED MW-6. —
- 1705 COLLECTED LS04-GW07 FROM
 MW-7. —
- NO SAMPLE TODAY FROM MW-6. —
- 1735 DC. —
- 1750 DEPARTED SITE —
 C. SKLANEY, ~~06/08/09~~ 06/08/09

Location SALISBURY, MD Date 6/9/04

Project / Client LAKE STREET OIL FARM

WEDNESDAY SE3-04-05-004

0700 ARRIVED AT SITE, NORTHERN PARCEL.
PREPARING TO LOW-FLOW SAMPLE
MW-6.

RECORDED SAMPLE TIME OF 1600 ON
06/08/04 FOR FIELD DUPLICATE
LS04-GW11. ACTUAL SAMPLE DATE/
TIME WILL MIMIC LS04-GW06.

0828 COLLECTED SAMPLE LS04-GW06/
FIELD DUP LS04-GW11.
ALSO COLLECTED TRIPLE VOLUME
FROM LS04-GW06 FOR MS/MSD.

0855 COLLECTED EQUIPMENT/FIELD
BLANK LS04-FB01, OVER BAILER
AND TUBING USING PERISTALTIC
PUMP.

0945 TETRA TECH MEMBER ANN FELKEL
ARRIVED,
MOVED TO MW-2. ALSO STARTED
ON UNK-1.

1050 COLLECTED LS04-GW02 FROM MW-2.
C. SKLANEY, Chtf Sgty 6/9/04

Location SALISBURY, MD Date 06/09/04

Project / Client LAKE STREET OIL FARM

WEDNESDAY SE3-04-05-004

1135 A. FELKEL RETURNED FROM DEED
SEARCH AT TAX ASSESSOR'S,
DEPARTED SITE.

1140 COLLECTED ~~LS04-GW06~~ LS04-GW10
FROM UNK-1.

OBSERVED 72 DRUMS STOCKPILED
IN BUILDING AND OUTSIDE STORAGE
AREA AROUND MW @ UNK-1.
TOTAL DOES NOT INCLUDE DRUMS
ON SOUTHERN PARCEL OR TWO
TETRA TECH/EPA IDW DRUMS
GENERATED. DURING THIS EVENT

1235 COLLECTED LS04-GW01.
SAMPLE FROM MW-1.

1330 OBSERVED BLACK OIL SHEEN @ IN
PVC, 4" PIPE EAST OF TANK No. 13.
DOES NOT APPEAR TO BE MW-5. OIL
IS VISCOUS AND DID NOT ALLOW
ACCURATE READING ON O/W INTER-
FACE METER. LNAPL LAYER
C. SKLANEY, Chtf Sgty 06/09/04

Location SALISBURY, MD Date 06/09/04

Project / Client LAKE STREET OIL FARM

WEDNESDAY SE3-04-05-004

OVER WATER WAS PRESENT IN PVC RISER. NO GROUND WATER SAMPLE COLLECTED.

1350 COLLECTED WASTE/SOURCE SAMPLE LS04-WS10.

1430 DEPARTED SITE.

C. Sklany 06/09/04

C. SKLANEY, Cntl 8ly 06/09/04

Location SALISBURY, MD Date 06/09/04

Project / Client LAKE STREET OIL FARM

SE3-04-05-004

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C. Sklany 06/09/04

C. SKLANEY, Cntl 8ly 06/09/04

Location SALISBURY, MD Date 06/29/04Project / Client LAKE STREET OIL FARM

0645 ARRIVED AT SITE. C. SKLANEY,
R. HELVEYSON, B. WHITE PRESENT.
BEGAN GAUGING. LOW TIDE AT
SALISBURY ON WICOMICO RIVER
AT 0710.

0700 OBSERVED WELL BETWEEN OIL-
WATER SEPARATOR AND UNK-1
WHICH WAS NOT IDENTIFIED IN
SITE RECORDS. DESIGNATED
UNK-B.

1900 COMPLETED GAUGING, BEGAN TO
INSTALL TROLLS.

Cliff Sly 06/29/04

— C. SKLANEY, Cliff Sly 06/29/04

Location SALISBURY, MD Date 06/29/04 11Project / Client LAKE STREET OIL FARM

1911 SET IN-SITU MINITROLL IN MW-6.

BEGAN TEST.

TROLL No. 816 USED AT MW-6.

STARTED AT 19:10:11, COLLECTING
DEPTH AT ALL WELLS EVERY
3 MINUTES.

1923 SET MINITROLL IN MW-1. BEGAN TEST.

TROLL No. 8852 USED, STARTED AT
19:23:08.

1938 SET MINITROLL IN MW-3, AT 8' (BOTH
PREVIOUS TROLLS SET AT 15').

BEGAN TEST, USED TROLL No. 8927.
STARTED AT 19:38:49.

1945 DEPARTED SITE.

Cliff Sly 06/29/04

— C. SKLANEY, Cliff Sly 06/29/04

Location SALISBURY, MD Date 07/22/09Project/Client LAKE STREET OIL FARM
THURSDAY

1000 ARRIVED AT SITE, C. SKLANEY. —

1040 ARRIVED AT MW-1 TO CHECK TROLL. —

WELL LOCKED UPON ARRIVAL. —

WATER LEVEL MEASURED WITH —

STANDARD METER 3.80 FT. —

1104 DOWNLOADED DATA, BATTERY IN
TROLL AT 96%, ALLOWED TEST
TO CONTINUE. SECURED —

WELL AND TROLL. —

1112 ARRIVED AT MW-6 TO CHECK —

TROLL. WELL LOCKED UPON
ARRIVAL. —TIDE FLOW IN INCOMING DIRECTION,
WATER LEVEL 3.26'. —RIVER LEVEL AT SW MONITORING
POINT USED ON 06/29/04 4.26'. —1122 CONNECTED TO TROLL, DOWNLOADED
UPLOADING DATA TO COMPUTER.
BATTERY AT 98%. —

1125 UPLOAD COMPLETE, TEST ALLOWED

— C. SKLANEY, Capt Sg, 07/22/09

Location SALISBURY, MD Date 07/22/09Project/Client LAKE STREET OIL FARM
THURSDAYTO CONTINUE. SECURED WELL AND
TROLL. —1135 ARRIVED AT MW-3. NO WATER
LEVEL MEASUREMENT TAKEN. —DID NOT HAVE TO ADJUST TROLL
TO CONNECT CABLE FOR UPLOAD
FROM TROLL. —1138 DATA UPLOADED, TEST ALLOWED
TO CONTINUE. SECURED WELL AND
TROLL. —1140 COMPLETED TROLL INSPECTION,
DEPARTED PROPERTY. GATE. —
SECURED. —~~Capt Sg, 07/22/09~~

— C. SKLANEY, Capt Sg, 07/22/09

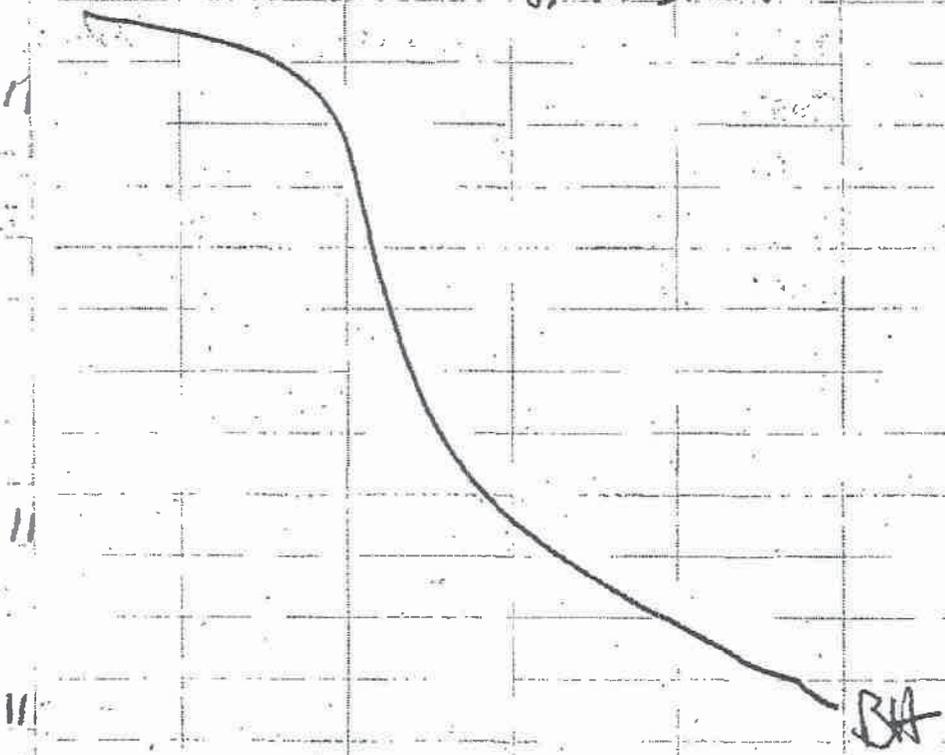
Location SALISBURY, MD Date 8-10-04

Project / Client LAKE STREET OIL FARM

1030 START Helverson on site after mobilization from office to collect Trolls and upload data.

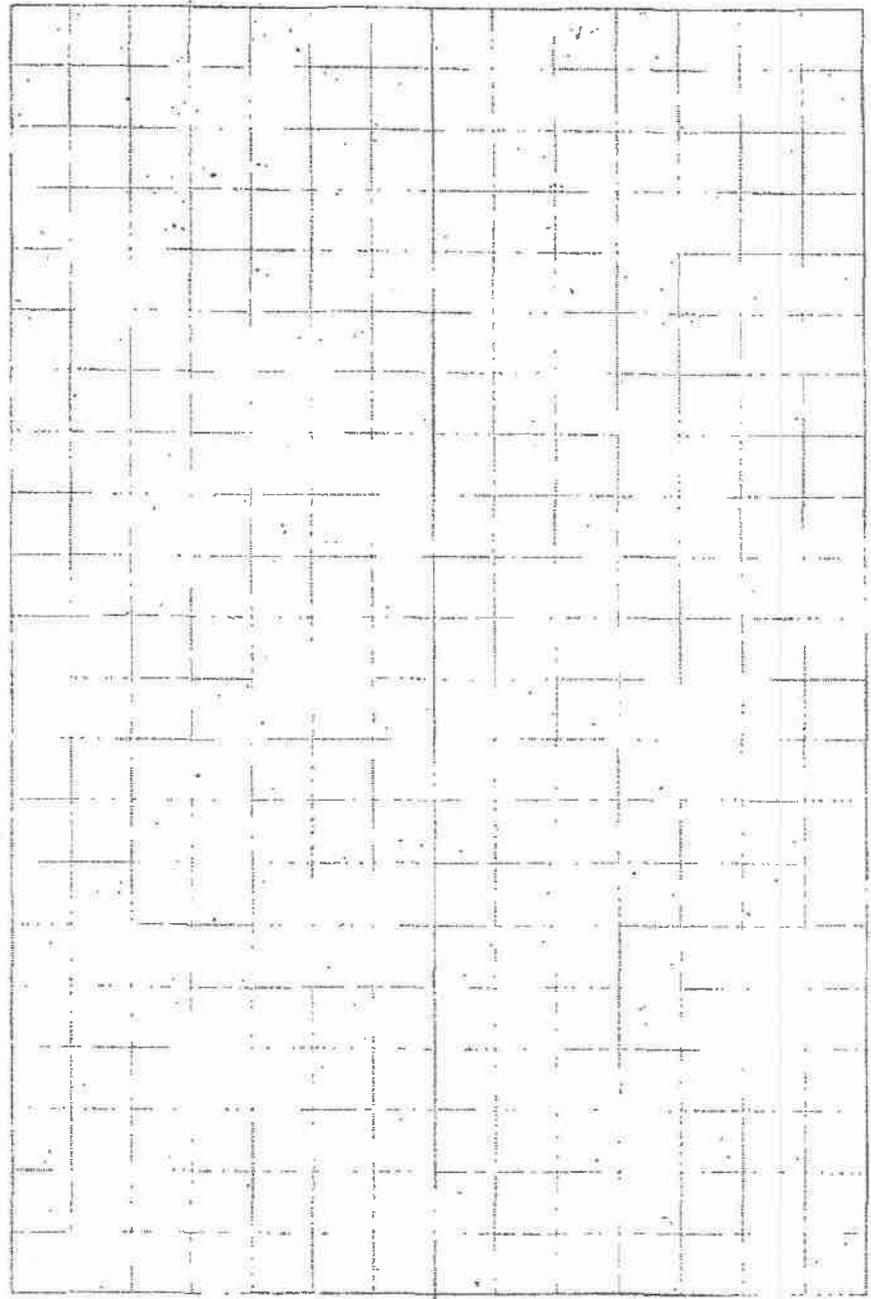
1230 START completes downloads of each of 3 'Troll' Transducers, each with data from 6/29/04 to present in 3 minute intervals.

1240 START demobes from site.



Location _____ Date _____

Project / Client _____



APPENDIX B
PHOTOGRAPHIC DOCUMENTATION LOG
(19 pages)



Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 1

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northwest

Description: From left to right,
Pump Island No. 2, AST No. 5,
AST No. 7, and AST No. 9



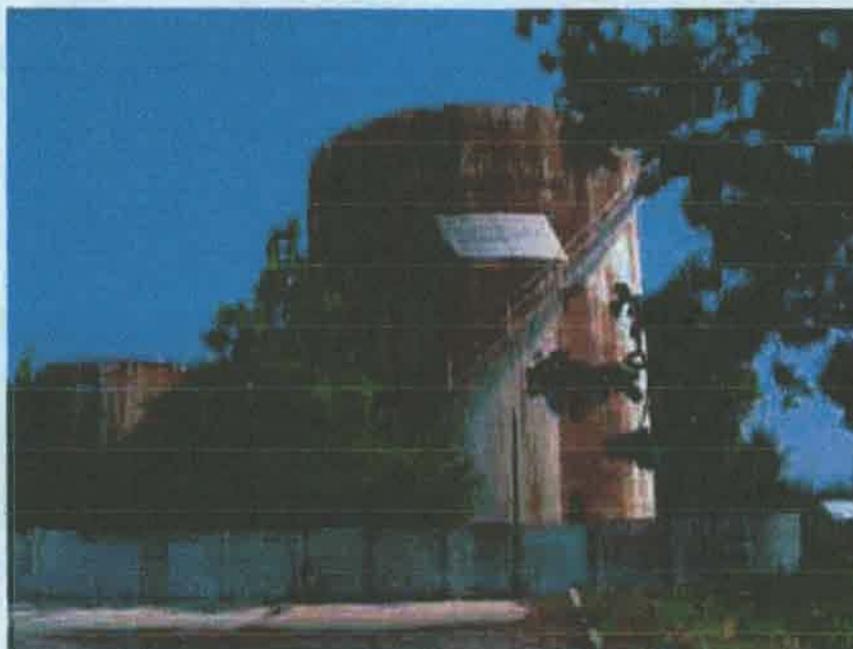
Photograph No. 2

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: North

Description: From left to right,
AST No. 7 and AST No. 9





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 3

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northeast

Description: Drums inside Warehouse C; labeling presumably conducted during previous investigations



Photograph No. 4

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northwest

Description: Drums inside Warehouse C





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland
Photograph No. 5

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: North

Description: Drums in
Warehouse C



Photograph No. 6

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northwest

Description: Drums in
Warehouse C





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 7

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Southwest

Description: Drums on north side of Warehouse C; Pump Island No. 1 in right background



Photograph No. 8

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northeast

Description: Drums located southeast of Check Post; Pump Island No. 1 and AST Nos. 11 and 15 in background





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 9

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: North

Description: Fill pipe for southernmost UST (indicated by metal dip stick in left foreground to left of string)



Photograph No. 10

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: East to top

Description: Petroleum product on sorbent pad dipped in southernmost UST





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 11

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Southwest

Description: Pipe/possible pump well located between Garage and Check Post



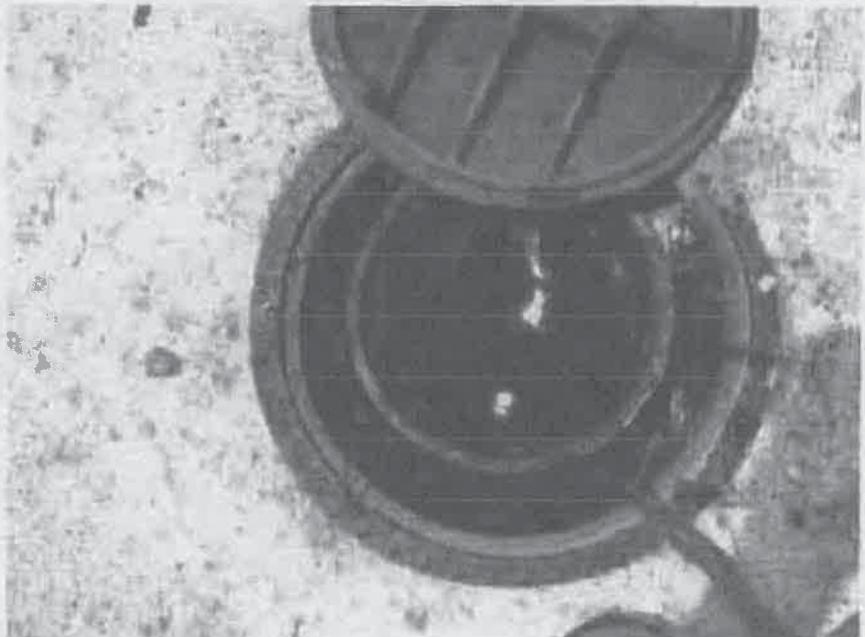
Photograph No. 12

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Southwest to top

Description: Pipe/possible pump well located between Garage and Check Post





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SP3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 13

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: Northeast to top

Description: Interior of oil-water separator



Photograph No. 14

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: Southeast

Description: Location of oil-water separator (beneath iron plates in left and center of photograph); secondary concrete containment for AST No. 12 in background





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 15

Photograph Date: 06/08/04

Photographer: C. Skianey

Orientation: East to top

Description: Interior of oil-water separator



Photograph No. 16

Photograph Date: 06/08/04

Photographer: C. Skianey

Orientation: North to top

Description: Interior of oil-water separator





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SEP-04-05-004

Photograph No. 17

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: Northwest

Description: Monitoring well UNK-B in foreground; from left to right in background: Warehouse B, Check Post, Garage and Pump Island 1; oil-water separator located out of picture to right of UNK-B



Photograph No. 18

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: West

Description: Taken from same location as Photograph No. 17, showing Warehouse D behind fence on left and Warehouse B on right





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 19

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: East

Description: Empty and degraded AST in center of photograph and Warehouse D on right



Photograph No. 20

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: South

Description: West end of Warehouse D on left and Warehouse A in background; Soil Pile No. 1 visible in left background (partially obscured by Warehouse D) and Soil Pile No. 2 visible in right foreground





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 21

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: South

Description: Interior of Warehouse D



Photograph No. 22

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: South

Description: Interior of Warehouse D: plywood partially blocking entrance in foreground





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 23

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: North

Description: From left to right, Warehouse D, Soil Pile No. 1, AST No. 5; monitoring well MW-3 located in left foreground at edge of pavement



Photograph No. 24

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: Northeast

Description: From left to right in background, AST Nos. 5, 6, and 7; Soil Pile No. 1 and Pump Island No. 2 in foreground





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 25

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: Southwest

Description: Northwestern portion of Warehouse A



Photograph No. 26

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: Southwest

Description: Warehouse A and protective casing for monitoring well UNK-A in foreground





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 27

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: South

Description: Monitoring well MW-4, located on east side of Warehouse A



Photograph No. 28

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: East

Description: Dolphin next to boat slip at southern end of steel bulkhead; opening to interceptor trench located in center of photograph





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 29

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: West

Description: Shoreline adjacent to southern end of bulkhead; surface water sample LS04-SW01 collected from this locale



Photograph No. 30

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: North

Description: Eastern edge of the property; protective cover over opening presumably to interceptor trench located in foreground





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 31

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: Southwest

Description: Monitoring well MW-6 and pipe extending from secondary containment around AST No. 1; shed and breached secondary containment around AST No. 13 in background; note stained riprap below pipe



Photograph No. 32

Photograph Date: 05/24/04

Photographer: R. Helverson

Orientation: North

Description: Monitoring well MW-6 and northern edge of steel bulkhead





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 33

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: West

Description: Close-up of staining below pipe extending from secondary containment around AST No. 1



Photograph No. 34

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: West

Description: Close-up of staining below pipe extending from secondary containment around AST No. 1





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3

Prepared by: Tetra Tech EM Inc.

Site Name: Lake Street Oil Farm

TDD No.: SE3-04-05-004

Location: Salisbury, Wicomico County, Maryland

Photograph No. 35

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: South

Description: Shed and AST No. 13; monitoring well UNK-2 is located in foreground and monitoring well MW-5 is located out of picture in background adjacent to AST No. 13



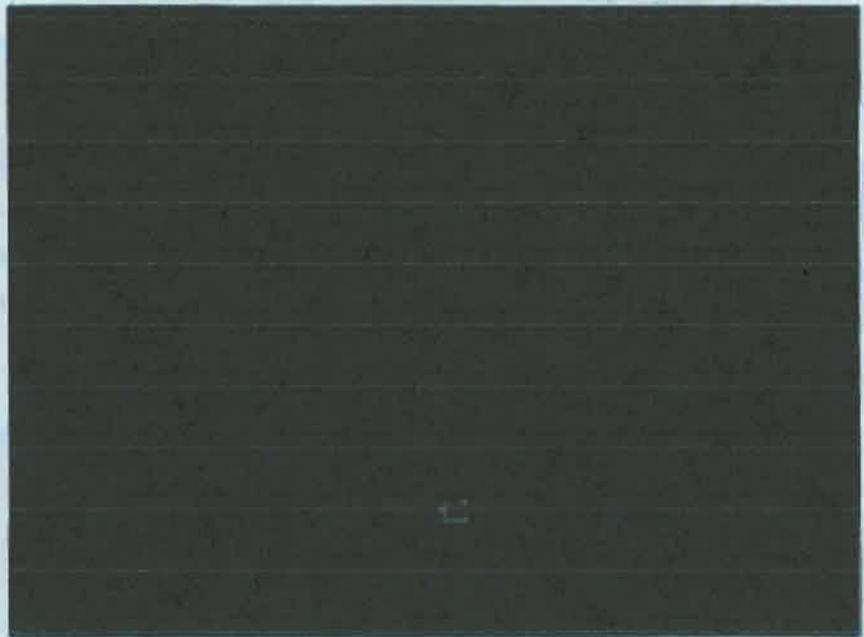
Photograph No. 36

Photograph Date: 06/08/04

Photographer: C. Sklaney

Orientation: East

Description: Close-up of monitoring well MW-5





Photographic Documentation

Client: U.S. Environmental Protection Agency Region 3
Site Name: Lake Street Oil Farm
Location: Salisbury, Wicomico County, Maryland

Prepared by: Tetra Tech EM Inc.
TDD No.: SE3-04-05-004

Photograph No. 37

Photograph Date: 06/08/04

Photographer: C. Sklancy

Orientation: Southwest

Description: Northeastern corner of Warehouse C; AST No. 12 located in background



Photograph No. 38

Photograph Date: 05/24/04

Photographer: C. Sklancy

Orientation: East

Description: Fill and vent pipes for northern UST; northern boundary of the site marked by fence on left and Garage located on right



APPENDIX C
CHAIN OF CUSTODY RECORDS
(2 pages)



TETRA TECH EM INC.

DIFFERENTIAL LEVELING DATA SHEET

SITE NAME: LAKE STREET OIL FARM

SITE LOCATION: SALISBURY, MD

PROJECT No.: SE3-04-05-004

DATE: 06/29/04

START TIME: 0900 STOP TIME: 1030

PERSONNEL: C. SKLANEY

WEATHER: SUNNY, 75°F

NOTE: AVOID LEVELING DURING EXCESSIVE TEMPERATURES DUE TO DIFFRACTION

STATION	BS	HI	FS	ELEVATION	REMARKS
A	4.98			5.00	TBM
		9.98			
B			5.20	4.78	MW-2
C			3.57	6.41	MW-1
D			4.82	5.16	UNK-6
E			5.17	4.81	UNK-B
F			5.50	4.48	UNK-1
G			4.43	5.55	OIL-WATER SEPARATOR
TP1			5.49	4.49	TP1, MOVED INSTRUMENT
H	5.25				BS TO TP1
		9.74			
I			4.40	5.34	MW-3
J			4.99	4.75	UNK-A
K			4.49	5.25	MW-4
TP2			4.93	4.81	TP2, MOVED INSTRUMENT
L	4.38				BS TO TP2
		9.19			
M			4.29	4.90	MW-6
N			4.31	4.88	UNK-2
O			4.38	4.81	SURFACE WATER REFERENCE POINT
TP3			4.07	5.12	TP3, MOVED INSTRUMENT
P	5.22				BS TO TP3
		10.34			
Q			5.38	4.96	BM (COMPLETED CIRCUIT)

Note: Elevation relative to temporary benchmark of 5.00 feet above mean sea level.

TBM = Temporary benchmark (elevation assumed)

BS = Backsight (reading recorded on a point of known or assumed height)

HI = Height of instrument

FS = Foresight (reading recorded on a point of unknown height)

TP = Turning point (point where readings are recorded before and after moving instrument)

APPENDIX E
SHORT-TERM GAUGING DATA
(12 pages)

Memo

To: Julia Glanz
From: Susan Phillips
Date: 9/16/2015
Re: Multi-Unit Life/Safety Standards

Attached please find an ordinance that will have the effect of amending Chapter 15.24 of the Salisbury Municipal Code. This ordinance will enhance the life/safety of multiple occupancy structures within the City limits housing three (3) or more units.

This ordinance has come from as a request from the City Council during discussions of code standards of multiple unit structures.

Unless you have any questions please forward this memorandum to the Mayor and City Council.

- 44 E. Tampering. Anyone tampering or interfering with the effectiveness of a ~~smoke~~
45 detector shall be charged with a misdemeanor.
46 F. All detectors in a Multiple Family Dwelling must be maintained by the owner in
47 accordance with the manufacturer's recommendations.
48 G. Multiple Family Dwelling owners must provide an approved fire alarm system in
49 the common areas which is initiated by manual means. Such system shall be
50 installed in accordance with the manufacture's recommendations.
51
52

53 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
54 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
55

56 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
57 Salisbury held on the _____ day of _____, 2015 and thereafter, a statement of the
58 substance of the ordinance having been published as required by law, in the meantime,
59 was finally passed by the Council on the ___ day of _____, 2015.
60

61 ATTEST:

62
63
64 _____
65 Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

66
67
68 Approved by me, this _____ day of _____, 2015.
69
70

71
72 _____
73 James Ireton, Jr., Mayor

INTER

OFFICE

MEMO

Office of the Mayor

To: Tom Stevenson, City Administrator
From: Julia Glanz, Asst. City Administrator JG
Subject: 425 Cole Circle Waiving of Fees
Date: August 20, 2015

Habitat for Humanity is a critical resource for the City of Salisbury and surrounding areas. As a non-profit organization, partnerships with public and private entities are crucial for their success. The City would like to waive the Central System Line Fee and the Water & Sewer Tap Fee for 425 Coles Circle. These fees are to reimburse the City for the installation of water and sewer services in our City streets. The Public Works Department will be performing the installation at no cost to Habitat for Humanity. This will result in a savings for Habitat of \$13,219.86.

In our continued effort to revitalize our neighborhoods this project will make a large impact in the Doverdale Neighborhood.

Unless you or the Mayor have additional questions, please advance the cover memorandum and resolution of support to the City Council for approval.

Attachment: Resolution Waiving Fees for 425 Coles Circle

1 RESOLUTION No. ____

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE
4 CENTRAL SYSTEM LINE FEES, WATER TAP FEE AND SEWER TAP FEE OF THE
5 CITY'S COMPREHENSIVE CONNECTION CHARGES TO BE WAIVED FOR 425 COLES
6 CIRCLE, A HABITAT FOR HUMANITY PROJECT.

7
8 WHEREAS, Habitat for Humanity has requested a waiver of the Central System Line
9 Fees, Water Tap Fee and Sewer Tap fee for the property located at 425 Coles Circle; and

10
11 WHEREAS, for the 425 Coles Circle property, the Central System Line Fee for water is
12 \$2,487.28, Central System Line Fee for sewer is \$3,252.58, Water Tap Fee is \$4,160.00 and
13 Sewer Tap Fee is \$3,320.00; and

14
15 WHEREAS, the aforementioned Comprehensive Connection Charges total \$13,219.86;
16 and

17
18 WHEREAS, the Comprehensive Connection Charge for Capacity Fees in the amount of
19 \$3,533.00 is not being waived; and

20
21 WHEREAS, it is in the best interest of the City that this property be redeveloped and that
22 home ownership opportunities be expanded; and

23
24 WHEREAS, the purchase and redevelopment of this property is a part of a larger effort
25 by Habitat for Humanity to aid in the revitalization of the Doverdale neighborhood; and

26
27 WHEREAS, the City appreciates the continued efforts of Habitat for Humanity to assist
28 in the revitalization of the City and to expand home ownership opportunities;

29
30 NOW, THEREFORE, BE IT RESOLVED that the City of Salisbury, Maryland approves
31 the waiver of \$13,219.86 of Comprehensive Connection Charges for the Habitat for Humanity
32 project located at 425 Coles Circle.

33
34 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
35 Council of the City of Salisbury, Maryland held on _____, 2015 and is to become
36 effective immediately upon adoption.

37
38 ATTEST:

39
40
41 _____
42 Kimberly R. Nichols
43 CITY CLERK

44 _____
45 Jacob R. Day, City Council President

46 APPROVED BY ME THIS

47 ____ day of _____, 2015

48

49

50

51 _____
James Ireton, Jr.

52 MAYOR, City of Salisbury