MARYLAND ENVIRONMENTAL SERVICE

BOARD OF DIRECTORS

RESOLUTION NO. 98-05-1R

A RESOLUTION APPROVING:

the boundaries of the Lake Linganore Stormwater Management Service Region (the "Service Region") and the Lake Linganore Stormwater Management Service District (the "Service District"); authorizing the creation of the Service Region and Service District; approving and adopting a Five Year Plan (the "Five Year Plan") for the Service District; authorizing the assessment of charges against certain real property in the Service District, and establishing the amount of such charges; authorizing certain real property to be exempt from assessment and payment of the charges; making certain findings; making the effective date of this Resolution contingent upon certain action by the Board of County Commissioners of Frederick County; and generally providing for other matters necessary for the establishment of the Service Region and Service District.

RECITALS

The Service is created by, exists under, and exercises the powers contained in the Maryland Environmental Service Act, Sections 3-101 through 3-130 of the Natural Resources Article of the Annotated Code of Maryland (1997 Replacement Volume), as amended to date (the "Act"), including (among others) the powers (i) to establish service districts for the provision of services, facilities or property used or useful or having present capacity for future use in connection with the collection or treatment of stormwater; and (ii) to enter into contracts with the Federal or any State government, or any unit, instrumentality or subdivision thereof, or with any municipality or person within or without the State of Maryland, providing for or relating to the furnishing of services to the facilities of any project of the Service.

Lake Linganore is an unincorporated community located near New Market, Frederick County, Maryland. The Service has been requested by the Lake Linganore Association, Inc. ("LLA") to assist LLA in providing the design, construction, repair and improvements to the Lake Merle Dam (the "Dam") owned by LLA. The Dam is an integral component of the Lake Linganore stormwater management system. The Maryland Department of the Environment, Dam Safety Division has determined that the dam is a Significant Hazard dam which requires extensive repairs to remain in compliance with Significant Hazard standards. The Service has agreed to initiate the process to establish a stormwater management service district and to undertake the improvements to the Dam. The Service is authorized to create such service

districts and service regions pursuant to Section 3-106 of the Act. The specific improvements to the Dam (the "Project") are more fully described in the Five Year Plan which is attached hereto as Exhibit "1". The services to be provided by the Service in the Service Region and the Service District will be limited to the improvements to the Project.

In accordance with the Act, the Director of the Service has determined that the boundaries of the Service Region should be the same as the Lake Linganore Planned Unit Development (the "PUD"), as those boundaries are shown in the records of the Frederick County Department of Planning and Zoning as of the effective date of this resolution.

In accordance with the Act, the Service conducted a public information hearing in Frederick County on the proposed Five Year Plan on May 18, 1998. A copy of the Hearing Officer's Report of the public information hearing is attached hereto as Exhibit "2". The Frederick County Board of County Commissioners are expected to approve the Five Year Plan and the Service District on June 16, 1998.

The Service intends to fund the costs of establishing the Service District, providing the Project, and administering the Service District, by charging each of the nonexempt lots and parcels of land in the Service District. Real property within the Service District that is owned by the LLA or by a governmental entity shall be exempt from the charge. For the fiscal year beginning July 1, 1998, the Service will charge each nonexempt lot and parcel of land in the Service District an amount that will not exceed $105 (the "Estimated Charge"). In accordance with the Act, the Service conducted a public information hearing in Frederick County on the Estimated Charge on May 18, 1998. See Exhibit "2", Hearing Officer's Report.

The Service will enter into an agreement with the LLA whereby LLA will procure the design, engineering and construction of the Project.

The Service considers the establishment of the Service Region and Service District, the adoption of the Five Year Plan, and the implementation of the Project to be in furtherance of the public purposes of the Act and the Service.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARYLAND ENVIRONMENTAL SERVICE, that:

1. Capitalized terms used and not defined herein shall have the meanings set forth in the title and the Recitals to this Resolution.

2. Acting pursuant to the Act, it is hereby found and determined that the establishment of the Service District, adoption of the Five Year Plan, establishment of the Estimated Charge, and implementation of the Project accomplish the intent and purposes of the Act and generally promote the health, welfare and safety of the residents of the State of Maryland, and of the PUD.

3. Acting pursuant to the Act, it is hereby found and determined that real property in the Service District will receive the following benefits from the Project:

A. The Lake Merle Dam is an integral component of the entire Lake Linganore stormwater management and drainage system. The Lake Merle Dam serves as a stormwater management quality facility for Lake Linganore. Sediments in stormwater that could ultimately flow into Lake Linganore are reduced as the Lake Merle Dam causes the sediments to be retained in Lake Merle. Additionally, the Lake Merle Dam serves to regulate the flow of stormwater so that it can be released to Lake Linganore at non-erosive flow rates. See "Report of Roadway and Drainage investigation for The Villages at Lake Linganore", Whitman, Requardt and Associates, LLP, July, 1997.

B. Potable water for the Lake Linganore Community is supplied via the Linganore Water Treatment Plant. The Linganore Water Treatment Plant is downstream of the Lake Linganore Dam. The primary source of raw water for the Water Treatment Plant is Lake Linganore, which is fed, in part, by water from Lake Merle. The Lake Merle Dam enhances the supply of drinking water to the entire Lake Linganore community by (i) providing a portion of the raw water needed for the Community, and (ii) reducing the flow of sediments and other pollutants into Lake Linganore. Additionally, a catastrophic failure of the Lake Merle Dam could result in damage or destruction to the intake structure for the Linganore Water Treatment Plant located in Lake Linganore, thereby disrupting the supply of potable water to the Lake Linganore community.

C. The Lake Merle Dam also serves as an integral component of the Lake Linganore road system. Eaglehead Drive, which is privately owned and maintained by the LLA, runs atop the dam. Eaglehead Drive is open for use by the entire Community of Lake Linganore. It is also the only access road for Balmoral Ridge, Balmoral Overlook, Balmoral Place and Balmoral Court. Pursuant to the Lake Linganore Declaration of Covenants, the LLA is responsible for the improvement and maintenance of roads within the Lake Linganore Community. Drainage from the road system contributes to the flow of stormwater into the Lake Linganore stormwater management and drainage systems. Drainage from Eaglehead Drive contributes directly to erosion of the Lake Merle Dam.

D. Pursuant to the Lake Linganore Declaration of Covenants (the "Covenants"), each owner of a Lot or Living Unit (as defined in the Covenants) is a member of the Lake Linganore Association, Inc. (LLA). The Lake Merle Dam is owned by the LLA, and each member of the LLA has a right and easement of enjoyment in and to the Common Properties (as defined in the Covenants) of the Lake Linganore community. The Lake Merle Dam is one of the Common Properties. Consequently, each lot owner in the Lake Linganore Community has a common right of use of the Lake Merle Dam, and enjoys common benefits from its continued operation. Additionally, because the LLA owns the Lake Merle Dam, a catastrophic failure of the dam could result in damages to other LLA property, as well as judgments against the LLA for damages incurred by individuals suffering injuries or losses as a result of the failure. To the extent such damages or judgments could exceed the LLA's insurance coverage, the members of the LLA could be assessed for such excess

pursuant to the Covenants. The members could also be assessed for the increased cost of insurance caused by claims resulting from the failure of the Lake Merle Dam.

E. The Lake Merle Dam serves, in part, to regulate the amount of water flowing into Lake Linganore. Both Lake Linganore and Lake Merle are integral components of the recreational system of the Lake Linganore Community. The recreational system is available to all members of the LLA. By reducing the flow of sediments into Lake Linganore the Lake Merle Dam enhances the recreational aspects of Lake Linganore. This includes enhancing water quality to support wildlife. Additionally, a catastrophic failure of the Lake Merle Dam could damage the ability of both Lake Linganore and Lake Merle to serve their recreational functions.

4. Acting pursuant to the Act, it is hereby found and determined that the value of the benefits received from the Project by real property in the Service District are essentially equal for each non-exempt property in the Lake Linganore PUD.

5. The boundaries of the Service Region shall be the boundaries of the Lake Linganore PUD, as shown in the records of the Frederick County Department of Planning and Zoning as of the effective date of this Resolution.

6. The Five Year Plan in substantially the form presented to this meeting is hereby approved, and the Director of the Service shall be, and hereby is, authorized to execute and deliver such Five Year Plan substantially in the form approved hereby with such changes, omissions, insertions, and revisions as shall be deemed advisable by the Director, provided, however, that such changes, omissions, insertions and revisions shall not alter the substance of the actions authorized and approved by this Resolution. The Service is hereby directed to file such Five Year Plan among the permanent records of the Service. If any term, clause, sentence or provision of the Five Year Plan conflicts with any term, clause, sentence or provision of this Resolution, then this Resolution shall prevail.

7. In accordance with the provisions of this Resolution and the Five Year Plan, the Service District is hereby established. The Director shall be, and hereby is, authorized to take any and all such actions as are necessary to implement the provisions of this Resolution and the Five Year Plan.

8. The Service is hereby authorized to establish charges for services and projects provided by the Service in the Service District, including, without limitation, charges for all costs incurred by the Service in providing the Project. Such charges shall be imposed against non-exempt real property located in the Service District in an amount not to exceed the Estimated Annual Charge. In accordance with the Act, the Service is hereby authorized and directed to impose an Environmental Service Lien on any non-exempt real property in the Service District for which the Estimated Annual Charge is not paid when due, and to take any other action as is necessary to collect any moneys due the Service in relation to the Service District.

9. The Service is hereby authorized to enter into one or more contracts, including contracts with the LLA, for the procurement and provision of design, engineering and

construction of the Project, and for the ongoing maintenance of the Dam. The Service is hereby directed to file such contracts among the permanent records of the Service.

10. The Director and other officers and employees of the Service shall be, and hereby are, authorized to take such other steps and to execute and deliver such other documents and certificates as the Director shall deem desirable to effect the establishment of the Five Year Plan and the other matters contemplated by this Resolution.

11. The execution by the Director of the Service, or his designee, of any document authorized herein to be executed by the Director shall constitute conclusive evidence of approval of such document, and any and all changes thereto from the form presented to the Service herewith, by the Service.

12. This Resolution shall take effect upon the official action of the Frederick County Board of County Commissioners approving the Service District and the Five Year Plan.

13. The provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held or determined to be illegal, invalid or unconstitutional or inapplicable to any person, property or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution or their application to other persons, property or circumstances. It is hereby declared to be the intent of the Board of Directors of the Maryland Environmental Service that this Resolution would have been passed if such illegal, invalid, unconstitutional or inapplicable provision, sentence, clause, section or part had not been included herein, and as if the person, property or circumstances to which this Resolution or any part hereof are inapplicable had been specifically exempted therefrom.

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ADOPTED THIS 28th DAY OF MAY, 1998

MARYLAND ENVIRONMENTAL SERVICE

SEAL

James W. Peck
Director

Catherine Pieper Stevenson
Deputy Director

Kenneth Howarth
Treasurer

Carolyn D. Davis
Secretary

Not present

Edwin G. Richards
Member

Lawrence D. Shubnell
Member

William B. C. Addison, Jr.
Member

Daniel F. McMullen, III
Member

Joseph F. Snee, Jr.
Member

Not present

Attest:
Carolyn D. Davis, Secretary

FIVE YEAR PLAN

FOR THE ESTABLISHMENT OF A SERVICE DISTRICT

for

THE LAKE LINGANORE COMMUNITY

by

THE MARYLAND ENVIRONMENTAL SERVICE

March 1998
Revised May 1998

I. BACKGROUND

A. Lake Linganore Community

The Lake Linganore at Eaglehead Community (the Community) is located in eastern Frederick County near the intersection of Route I70 and Route 75 near the Town of New Market. The Community, which has been designated a Planned Unit Development (PUD), covers 3,730 acres and incorporates fourteen developed neighborhoods as outlined in Attachments A, B and C of this document. As part of the Community development, three lakes with earthen dams were constructed for storm water and sediment control, as well as for recreational purposes. These three structures are the Lake Linganore Dam, the Lake Merle Dam and the Lake Anita Louise Dam. A fourth lake, without dams, has also been blended into the Community environment.

In a letter dated December 19, 1994, the Maryland Department of Natural Resources (DNR) Water Resources Administration (WRA) (now under the jurisdiction of the Maryland Department of the Environment) issued a determination that the Lake Merle Dam located in the Community is a Significant Hazard Dam and requested that the Lake Linganore Association (Community association) provide a plan of action for rectifying the situation. In this case, the Significant Hazard title was a result of three contributing factors: 1) the residence built on Lot 15 is located in the High Danger Zone below the dam; 2) the residences built on Lots 16, 88, and 89 are located in the Judgment Zone (or Low Danger Zone); and 3) Eaglehead Drive, located along the top of Lake Merle Dam, is the only access road to a number of residences located beyond Lake Merle Dam. Should the dam fail at the Probable Maximum Flood level, then the residence on Lot 15 would be destroyed; the residences on Lots 16, 88, and 89 would receive extensive damage; the residences located beyond the dam would not be accessible for evacuation; and the stormwater management system of the community would be disrupted.

The Community is represented by the Lake Linganore Association, Inc. (LLA). The LLA has requested that the Maryland Environmental Service (MES) create a Service District encompassing the Lake Linganore Community in order to assist in making and financing improvements to the dam.

B. The Maryland Environmental Service

The Maryland Environmental Service is a State agency created by the Maryland General Assembly as an instrumentality of the State, as a body politic and corporate, to provide, among other things, water supply and waste purification and disposal services in compliance with State laws, regulations, and policies governing air, land, and water pollution to public and private instrumentalities. The legislative intent, purpose, and construction of the MES is contained in the Annotated Code of Maryland, Natural Resources Article, Section 3-102 (see Attachment D). The authority for MES to create a Service District is contained in the Annotated Code of Maryland, Natural Resources Article, Section 3-106 (see Attachment E).

II. THE FIVE YEAR PLAN

Integral to the establishment of a Service District is the preparation of a Five Year Plan. MES may adopt a Five Year Plan only after at least one public hearing is held in the County affected, and the Plan is submitted to and approved by resolution of the governing body of the County. The Lake Linganore Five Year Plan must be reviewed by the Frederick County Board of County Commissioners, the LLA, the Maryland Department of the Environment, the Department of Natural Resources, and the Maryland Office of Planning. Once the County and LLA approve the Five Year Plan, it is then approved/adopted by resolution by the MES Board of Directors. Once adopted by MES, the Service District will be created as provided in the Five Year Plan and the resolution, and the activities outlined in the Five Year Plan will commence.

This Five Year Plan for the Lake Linganore Community outlines the following:

A. Improvements to, and Modifications of, the Lake Merle Dam and Related Appurtenances;

B. Estimated Expenditures, Revenue, and Charges; and

C. Other relevant information.

III. THE SERVICE DISTRICT

Pursuant to Section 3-106(a) of the Annotated Code of Maryland, Natural Resources Article, MES has designated the Lake Linganore Service Region (Service Region). The physical boundaries of the Service Region consist of all the property located in all sections of the subdivision known as Lake Linganore at Eaglehead, and includes, without limitation, the Planned Unit Development (PUD), all lots, common areas, roads, parks, easements, rights-of-way and riparian property.

The boundaries of the Service District shall be the same as the boundaries of the Service Region. The Service District shall include the approximately 3,298 existing lots within the Lake Linganore PUD.[1] This Lake Linganore Service District is created solely for the purpose of conducting and financing improvements to the Lake Merle Dam, and charging non-exempt properties for services rendered as described in this Five Year Plan.

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[1]Note: The list of the 3,298 property owners within the Service District and their property information is not included in this draft Five Year Plan due to its large volume. This list resides with MES and may be reviewed upon request. There are 20 properties on this list that are exempt from payment of the charge. The exempt status is discussed in Section VI. C. of this document.

IV. IMPROVEMENTS

The purpose of making the improvements outlined in this Five Year Plan is to fulfill the requirements set forth by the Dam Safety Division of the Water Resources Administration of the Maryland Department of the Environment (MDE). The improvements will provide overtopping protection to the dam to safely pass the design storm (one half of the Probable Maximum Flood), and will bring the Lake Merle Dam into compliance with Significant Hazard standards.

The LLA retained the engineering firm of Greenhorne & O'Mara, Inc. (G&O) to provide an analysis of dam remediation alternatives for the Lake Merle Dam. Completion of the dam remediation work will eliminate the problem areas previously identified by WRA. As depicted in Attachment F of this document, G&O has described the dam remediation work. The work to be financed under this Five Year Plan will include the following:

A. Removal of unsuitable material from the downstream face of the dam, construction of gabion slope protection, placement of topsoil over the gabions, vegetative stabilization, reinforcement of the toewall, and repair/replacement of the toe drains.

   This work will improve the dam's ability to safely pass the design storm, as well as improve the sediment and erosion control on the downstream face of the dam structure.

B. Removal of the existing one-lane access road on top of the dam and replacement with a two-lane (22 feet wide) road, adjacent sidewalk (4 feet wide), gutter, and curbing.

   The construction of improvements to the dam will require the existing road to be removed. The road will be replaced with a two-lane road with adjacent sidewalk to maintain and improve access to the residences located on the other side of the dam. Gutters and curbing will minimize uncontrolled run-off and erosion of the downstream face of the dam.

C. Placement of a staff gauge (water level indicator) on the riser trash rack.

   This work will enable implementation of the Community's emergency action plan and allow for a visual inspection to determine the status of a wet weather event.

D. Provision of drainage improvements to convey surface water away from the roadway on top of the dam, and vegetative stabilization of the disturbed face of the dam.

   This work will directly improve the sediment and erosion control at the top of the dam; the existing roadway does not have proper drainage, and is contributing to deterioration of the face of the dam.

E. Such other ancillary and necessary improvements to the Lake Merle Dam consistent with sound engineering, construction and dam safety practices.

V. BENEFITS OF IMPROVEMENTS

As a secondary benefit, the lake system in the Lake Linganore Community provides an aesthetically pleasing environment and recreational facility. However, the main purpose in creating the Lake Linganore, Lake Merle, and Lake Anita Louise system was to provide the Lake Linganore Community with effective stormwater management and erosion control.

The elemental process of a stormwater management system is the collection, retention, and controlled release of rain water, run-off, and over-land flow. Integral to this lake system, and a direct result of it, is proper and effective sedimentation and erosion control.

The collection of run-off in the lake(s) facilitates the minimization of erosion of the land and sedimentation build-up in the downstream waterway. Lake Merle assists in removal of sediment from the waters flowing to Lake Linganore. Controlled release of the stored water, as opposed to unrestricted flood flow, assists in the prevention of bank and river bed erosion beyond the dams. All aspects of the sedimentation and erosion control mechanism are beneficial to property owners, and to the Community as a whole. Storage of water in the lake system also allows for a consistent and dependable drinking water supply. The main intake structure for the Linganore Water Treatment Plant which provides drinking water to the Lake Linganore Community is located in Lake Linganore, which is fed by Lake Merle. If the Lake Merle Dam were to fail, water supply to the Linganore Water Plant may be dramatically reduced, or disrupted, jeopardizing the drinking water supply.

In conjunction with the environmental benefits, the improvements to the dam will increase public safety. If the dam were to fail, several residences, as mentioned previously, will receive extensive damage. In addition, the road spanning the top of the dam is the only access route to a number of residences located beyond Lake Merle Dam. This road is only one lane wide, is not equipped with proper drainage (aggravating soil erosion), and is inadequate for evacuation and rescue of persons on the other side of the dam. During construction of the improvements to the dam, the existing road will be removed and will be replaced with a properly drained, appropriately sized, two lane roadway with sidewalk, curbing and gutter.

Conducting improvements to the Lake Merle Dam will bring the Lake Linganore Community into compliance with the MDE Consent Order and the standards of Significant Hazard Dams.

VI. EXPENDITURES, REVENUE, CHARGES

A. Expenditures

The Capital Project Costs, which will be administered by MES, include the costs for conducting the improvements to Lake Merle Dam. The costs for the improvements which include construction, technical, and financial services and contingencies are estimated to be $344,195. These estimated costs are itemized as follows:

Invoicing and Mailing Services	$ 9,983
Bidding Services	3,286
Construction	189,830
Construction Related Services	
Construction Inspection (MES)	32,117
Engineering Services (G&O)	10,200
Geotechnical Services (Schnabel)	29,940
Post-construction Inspection (one time)	no cost
Subtotal	$275,356
Contingency	68,839
TOTAL ESTIMATED COST	**$344,195**

Invoicing and mailing services include the time and labor associated with preparing notifications and invoices, and processing payments for the non-exempt properties in the Service District. Bidding services include supplying bidding documents, holding a pre-bid meeting with site visit, holding the bid-opening, evaluating bids, and providing recommendations for award of the contract.

The construction of improvements to Lake Merle Dam will be conducted in compliance with the construction permit issued by MDE. The construction work will be conducted by a private contractor. The construction cost estimate was provided by G&O in a letter dated December 11, 1997 (see Attachment F). The construction inspection cost estimate is based on the proposed construction duration.. The engineering and geotechnical services are based on contracts and work currently being conducted on this project. The cost for the post-construction inspection, to be conducted by MES, is included in the Revised Proposal for the Establishment of Service District approved on July 29, 1996 by signature of Mr. Donald Felix of the LLA; therefore, the LLA will not be charged for this work.

B. Revenue and Charges

MES is authorized by law to "fix, revise, charge, and collect rentals, rates, fees or other charges for the use of or for the services furnished by any project or projects, including projects within a service district, contract with any person or municipality desiring the use of the services or any part of any project or projects, and fix the terms, conditions, rentals, rates, fees, and charges therefor." Md. Natural Resources Code Ann. §3-118 (1997 Repl.Vol.). In calculating the charge for the service district, "the Service (MES) shall require that the charges reflect the full costs of projects." Md. Natural Resources Code Ann. §3-108(a)(1997 Repl.Vol.).

Based on the above estimated project costs, the charge to non-exempt property owners is estimated not to exceed $105.00 per property. The actual amount to be charged to property owners will not be made final until a contract to construct the improvements has been awarded.

MES anticipates that the charge will be imposed and collected on a one-time basis. However, if the amount collected by MES does not reflect the full cost of the project, MES may be required to collect an additional charge. If the additional charge is greater than the $105.00 charge stated herein, MES is required to give public notice of the additional charge and to conduct a hearing on the proposed charge.

MES has determined that the most equitable means of apportioning the charge is to impose an equal charge on each non-exempt property in the Service District. Properties that are exempt from the Service District charge are identified in Section VI. C., beginning on page 6 of this document. MES' determination is based on the following:

1. The Lake Merle Dam is an integral component of the entire Lake Linganore stormwater management and drainage system. The Lake Merle Dam serves as a stormwater management quality facility for Lake Linganore. Sediments in stormwater that could ultimately flow into Lake Linganore are reduced as the Lake Merle Dam causes the sediments to be retained in Lake Merle. Additionally, the Lake Merle Dam serves to regulate the flow of stormwater so that it can be released to Lake Linganore at non-erosive flow rates. See "Report of Roadway and Drainage investigation for The Villages at Lake Linganore", Whitman, Requardt and Associates, LLP, July, 1997.

2. Potable water for the Lake Linganore Community is supplied via the Linganore Water Treatment Plant. The Linganore Water Treatment Plant is downstream of the Lake Linganore Dam. The primary source of raw water for the Water Treatment Plant is Lake Linganore, which is fed, in part, by water from Lake Merle. The Lake Merle Dam enhances the supply of drinking water to the entire Lake Linganore community by (i) providing a portion of the raw water needed for the Community, and (ii) reducing the flow of sediments and other pollutants into Lake Linganore. Additionally, a catastrophic failure of the Lake Merle Dam could result in damage or destruction to the intake structure for the Linganore Water Treatment Plant located in Lake Linganore, thereby disrupting the supply of potable water to the Lake Linganore community.

3. The Lake Merle Dam also serves as an integral component of the Lake Linganore road system. Eaglehead Drive, which is privately owned and maintained by the LLA, runs atop the dam. Eaglehead Drive is open for use by the entire Community of Lake Linganore. It is also the only access road for Balmoral Ridge, Balmoral Overlook, Balmoral Place and Balmoral Court. Pursuant to the Lake Linganore Declaration of Covenants, the LLA is responsible for the improvement and maintenance of roads within the Lake Linganore Community. Drainage from the road system contributes to the flow of stormwater into the Lake Linganore stormwater management and drainage systems. Drainage from Eaglehead Drive contributes directly to erosion of the Lake Merle Dam.

4. Pursuant to the Lake Linganore Declaration of Covenants (the "Covenants"), each owner of a Lot or Living Unit (as defined in the Covenants) is a member of the Lake Linganore Association, Inc. (LLA). The Lake Merle Dam is owned by the LLA, and each member of the LLA has a right and easement of enjoyment in and to the Common Properties (as defined in the Covenants) of the Lake Linganore community. The Lake Merle Dam is one of the Common Properties. Consequently, each lot owner in the Lake Linganore Community has a common right of use of the Lake Merle Dam, and enjoys common benefits from its continued operation. Additionally, because the LLA owns the Lake Merle Dam, a catastrophic failure of the dam could result in damages to other LLA property, as well as judgments against the LLA for damages incurred by individuals suffering injuries or losses as a result of the failure. To the extent such damages or judgments could exceed the LLA's insurance coverage, the members of the LLA could be assessed for such excess pursuant to the Covenants. The members could also be assessed for the increased cost of insurance caused by claims resulting from the failure of the Lake Merle Dam.

5. The Lake Merle Dam serves, in part, to regulate the amount of water flowing into Lake Linganore. Both Lake Linganore and Lake Merle are integral components of the recreational system of the Lake Linganore Community. The recreational system is available to all members of the LLA. By reducing the flow of sediments into Lake Linganore the Lake Merle Dam enhances the recreational aspects of Lake Linganore. This includes enhancing water quality to support wildlife. Additionally, a catastrophic failure of the Lake Merle Dam could damage the ability of both Lake Linganore and Lake Merle to serve their recreational functions.

C. Exemptions

The following types of real property will be exempt from payment of the charges imposed by MES pursuant to this Five Year Plan:

1. Real property owned in fee by a governmental entity, including, without limitation, real property owned by the United States or its agencies, the MES, the State of Maryland or its agencies, the County Commissioners of Frederick County or its agencies, or the Board of Education of Frederick County;

2. Real property owned in fee by the Lake Linganore Association, Inc.; and,

3. A parcel of real property that is completely burdened by a recorded easement or recorded right-of-way which has been granted to one or more of the entities listed in paragraphs 1 and 2 above.

All other real property in the Service District shall be subject to the Service District's charges.

VII. FINANCING ARRANGEMENTS

MES will invoice the owners of the approximately 3,278 non-exempt properties one time. The total amount invoiced will be the estimated project cost plus a contingency as outlined in Section VI. Interest will be credited monthly to the unexpended monies held during the project period at the rate that MES is then earning on its cash balances.

At the completion of the project, and after all costs have been paid, any unexpended monies will be paid to the LLA. Unexpended monies paid to the LLA shall be restricted to purposes related to the ongoing maintenance and care of the Lake Merle Dam.

Specific MES Financing Arrangements are as follows:

A.	Estimated Amount:	$344,195
B.	Payment:	Equal charges to property owners within the Service District
C.	Billing:	One time billing
D.	Security:	Lien on property if payment is in arrears

As noted in the Annotated Code of Maryland, Natural Resources Article, Section 3-108, Attachment G of this document, if a property owner has not paid an invoice in full within 60 days of the due date of the invoice, MES may place a lien on the property located within the Service District in the amount of the invoice plus interest. The interest will accrue from the original due date of the invoice.

VIII. MAINTENANCE NEEDS

During the term of the Service District the LLA must properly maintain the dam and provide services as needed for mowing the grass, tree removal, and other maintenance tasks to maintain the dam and related structures.

IX. ADDITIONAL CONSIDERATIONS

A. Responsibilities of the Property Owners

The non-exempt property owners within the Service District have the responsibility of remitting the project charge in a timely manner to MES. MES is not obligated to commence construction of the improvements to the Lake Merle Dam structure until an amount sufficient to fund the project has been collected.

B. Public versus Private Ownership

The LLA requested, and MES agrees, that the LLA will retain ownership of the Lake Merle Dam and lake properties during the term of the Service District. The MES will be allowed liens and rights of entry only as necessary to secure the financing for the improvements.

C. Service District Inclusion in State/County Water and Sewer Plan

The State/County Master Water and Sewer Plan (Master Plan) addresses how various municipalities and communities in Frederick County will be serviced by water and sewer systems. The Master Plan does not address stormwater management systems.

However, Lake Merle is a part of the Lake Linganore lake system which is a surface water supply source for Frederick County. Raw water is withdrawn from Lake Linganore to supply the Linganore Water Treatment Plant. However, the engineer's schedule of construction improvements indicates that there will be no draining or lowering of Lake Merle during the project.

D. Arbitration

In accordance with Maryland Natural Resources Code Ann. §3-128, a person who does not agree with MES' rates, fees or other charges may petition the Maryland Public Service Commission to arbitrate the disagreement. The determination of the Public Service Commission is final and binding on all parties, subject to the right of any party to appeal the determination to the circuit court. Petitions must be filed in accordance with the rules of the Public Service Commission.

Attachment A

ARTICLES OF INCORPORATION
OF
LAKE LINGANORE ASSOCIATION, INC.

Approved and received for record by the State Department of Assessments and Taxation of Maryland NOVEMBER 29, 1968 at 8:30 o'clock A.M. as in conformity with law and ordered recorded.

A 6989

Recorded in Liber J697 folio 454 one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus tax paid $ 20.00 Recording fee paid $

To the clerk of the CIRCUIT Court of FREDERICK COUNTY

IT IS HEREBY CERTIFIED that the within instrument together with all papers has been received, approved and recorded by the State Department of Assessments of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 4 page document on file in this office. DATE: 8-27-91

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY:

This statement has previous certification system. Effective: 10/84

ARTICLES OF INCORPORATION
OF
LAKE LINGANORE ASSOCIATION, INC.

FIRST: This is to certify that we the subscribers, J. William Brosius, whose post office address is 431 Carrollton Drive, Frederick, Maryland, Louie J. Brosius, whose post office address is 431 Carrollton Drive, Frederick, Maryland and James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland, all being at least twenty-one years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, associate ourselves with the intention of forming a Corporation by the execution and filing of these Articles.

SECOND: That the name of the Corporation is:
LAKE LINGANORE ASSOCIATION, INC.

THIRD: The Corporation is organized, and shall be operated, as a non-profit membership corporation, no part of the net earnings of which shall inure to the benefit of any member or individual. The purposes for which the Corporation is formed are to promote the health, safety, and welfare of the residents within that area of land shown and laid out on the plat entitled "Eaglehead, Pinehurst Section No. 1" recorded on November 4 , 1968 in Plat Book No. 5 , folio, 150 , one of the Land Records of Frederick County, Maryland, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article VII herein, which lands and additions thereto are hereinafter referred to as "the Development" and for this purpose to:

a. Own, acquire, build, operate and maintain recreation parks, dams and lakes, playgrounds, swimming pools, golf courses, commons, roads and streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities".

b. Acquire, own, construct buildings or other structures upon and otherwise improve, mortgage, lease or sell any real estate within the Development for the purpose of adding to or reducing the common properties or otherwise carrying out the objectives of the Association.

c. Provide exterior maintenance for the lots and homes within the Development.

d. Provide garbage and trash collection.

e. Provide fire and police protection.

f. Clean up unkempt lands or trees.

g. Supplement municipal services.

h. Fix assessments or charges to be levied against the Development.

i. Enforce any and all covenants, restrictions and agreements applicable to the Development.

j. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Development.

The enumeration of the powers of the Corporation set forth in the preceding sub-paragraphs is made in furtherance, and not in limitation, of the powers conferred upon the Corporation by law.

FOURTH: The post office address of the principal office of the Corporation in this State is 431 Carrollton Drive, Frederick, Maryland 21701. The resident agent of the Corporation is James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland. Said resident agent is a citizen of the State of Maryland and actually resides herein.

FIFTH: The Corporation is not authorized to issue any capital stock. It shall have two classes of voting membership as follows:

Class A. Every person or entity who is a record owner of a fee, condominium unit, or leasehold subject to a standard Maryland ground rent in any Lot or Living Unit which is subject by covenants of record to assessment by this Corporation, provided that any such person or entity who holds such interest merely as security in performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership in this Corporation. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be Linganore Corporation, a Maryland Corporation or successor. The Class B member shall be entitled to five votes for each Lot or Living Unit in the Development in which it holds a fee, or undivided fee, interest. This Class B membership shall cease and be converted to Class A membership on January 1, 1979, or earlier upon the written election of the Class B member to make such conversion.

SIXTH: The number of directors of the corporation shall be five (5) which number may be increased or decreased pursuant to the bylaws of the corporation, but shall never be less than three (3); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualify are J. William Brosius, L. J. Brosius, Joseph Urie, Lois Routzahn, and James McSherry. At the first election the two directors receiving the highest number of votes shall be elected for two years and the remaining three shall be elected for one year. Thereafter all directors shall serve for terms of two years. Any ballot for election of Directors having fewer votes cast than the number of Directors posts being voted upon shall be invalid and shall not be counted.

SEVENTH: Additions to the properties described in Article III may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this Corporation to such properties. Where the applicable covenants require that certain additions be approved by this Corporation, such approval must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

EIGTH: Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article Third hereof and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30 days in advance and shall set forth the purpose of the meeting.

NINTH: The Corporation shall exist perpetually.

TENTH: The Corporation may be dissolved only with the assent given in writing and signed by the members, entitled to cast two-thirds of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the

disposition to be made of the assets (which shall be consonant with Article ELEVENTH hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and the Planning and Zoning Commission of Frederick County.

ELEVENTH: Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of this Corporation's properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Development unless made in accordance with the provisions of such covenants and deeds.

TWELFTH: The Corporation shall not engage in any of the prohibited transactions described in Section 503 (c) (3) of the Internal Revenue Code as now in force or afterwards amended.

THIRTEENTH: The Corporation shall not unreasonably accumulate income within the meaning of Section 504 of the Internal Revenue Code as now in force or afterwards amended.

FOURTEENTH: The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the profit of private interests or persons controlled directly or indirectly by such private interests.

FIFTEENTH: The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Internal Revenue Code as now in force or afterwards amended.

SIXTEENTH: No compensation shall be paid to any officer, employee, trustee, creator or organizer of the Corporation or substantial contributor to it except as a reasonable allowance for services actually rendered to or for the Corporation.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation on July 15, 1968.

WITNESS:

Lois M. Routzahn — J. William Brosius (SEAL)

Lois M. Routzahn — Louis J. Brosius (SEAL)

Evelyn S. Aumen — James McSherry (SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

This is to certify that on July 15, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. William Brosius, Louis J. Brosius and James McSherry and severally acknowledged the foregoing Articles of Incorporation to be their respective act.

WITNESS my Hand and Notarial Seal.

Notary Public
Evelyn S. Aumen

Attachment B

BOOK 052 PAGE 530

Dec 9 1974 1055 A

DECLARATION

of

Conditions, Covenants, Restrictions, Easements and Charges
Affecting the Real Property known as

EAGLEHEAD

Which is situated in the County of Frederick, State of Maryland.

THIS DECLARATION made this ninth day of December, 1974, by Linganore Corporation, a Maryland Corporation, hereinafter called the Declarant.

WITNESSETH:

DEC -9-74 B 22 116 *****

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and desires to create thereon a community, primarily residential in nature but with some provision for commercial uses, with a community lake, open spaces, roads, bridle paths and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lake, open spaces, streets, paths, bridle trails, and other common facilities; and to this end, desires to subject the real property described in Article I, together with such additions as may hereafter be made thereto, the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, as a non-profit corporation under the laws of the State of Maryland, LAKE LINGANORE ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

ARTICLE I

Property Subject to this Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in New Market and Mt. Pleasant Election Districts, Frederick County, Maryland and is more particularly described as follows:

All of that project known as Lake Linganore at Eaglehead (save and excepting herefrom those portions heretofore sold and transferred by deeds of record) as described by metes and bounds following:

METES AND BOUNDS DESCRIPTION

PARCEL: I

BEGINNING for the same at a point in the centerline of Maryland Route 144, said point being at the end of the 4th line of Parcel 2, as described in a conveyance from J.Thomas Wiles, widower and Franklin T. Wiles and Nina M. Wiles, his wife, to Mary Marlow Gilmore by deed dated October 6, 1960 and recorded in Liber 643, folio 595, among the Land Records of Fredrick County, Maryland and running thence with a part of the said centerline and 5th line of the aforesaid conveyance

N. 74° 51' 08" W. 26.40 feet, thence leaving Md. Route 144 and running with the easterly and notherly lines of the property N/F owned by Howard H. Hartman
N. 14° 51' 08" W. 1249.79 feet, thence
N. 19° 54' 59" E. 1293.56 feet to a T-Bar found, thence
N. 72° 33' 25" W. 981.44 feet to a stone found on the line of Woodrow W. Fox said point being the northwest corner of Hartman, thence running with the easterly lines of the property N/F owned by Fox
N. 24° 09' 27" E. 763.13 feet to an iron pipe found, thence
N. 27° 43' 38" E. 271.26 feet to a stone, thence
N. 17° 15' 29" E. 1339.36 feet to a T-Bar; thence
N. 56° 50' 27" W. 118.79 feet to a T-Bar, thence
N. 33° 50' 11" E. 668.16 feet to an iron pipe, thence
N. 40° 10' 49" W. 540.88 feet to an iron pipe, thence
N. 3° 23' 33" E. 787.97 feet to an iron pipe, thence
N. 82° 12' 53" W. 230.97 feet to an iron pipe; thence leaving Fox and crossing Meadow road (unpaved) and running with the northerly line of the property N/F in the name of Nicholas R. Asaro
N. 67° 21' 53" W. 962.80 feet, thence running with the northerly lines of the property N/F in the name of George H. Castle's containing 31 acres
N. 49° 26' 19" W. 1001.53 feet to a stone, thence
N. 75° 11' 19" W. 414.04 feet, thence
S. 32° 18' 41" W. 690.07 feet to a stone found; thence running with a part of the northerly lines of N/F of William L. Droneburg and Henry A. Groff
N. 80°*08' 18" W. 201.12 feet; thence running with the outlines of part of the lands conveyed by Philip Merle Hitesheu et ux to Henry A. Groff, Sr. et ux (Lib. 352 Fol.32) according to a boundary survey by Hanson & den Outer (Land Surveyors, Rockville, Maryland)
S. 10° 21' 14" W. 507.03 feet
N. 75° 12' 58" W. 640.41 feet
S. 14° 47' 02" W. 300.00 feet
N. 75° 12' 58" W. 781.72 feet to a point on the east side of Quinn Road, said point lying S. 75° 12' 58" E. 35.98 feet from an iron pipe found on the West side of Quinn Road, thence still with the last said outlines
N. 20° 31' 00" E. 60.30 feet to a point, thence leaving Quinn Road and running with the 1st and 2nd lines of Liber 690 at Folio 622
S. 75° 12' 58" E. 235.02 feet and
N. 14° 47' 02" E. 100.00 feet, thence running with the 2nd and 3rd lines of Liber 764 at Folio 395
N. 14° 47' 02" E. 100.00 feet and
N. 75° 12' 58' W. 214.94 feet, thence again running with the east side of Quinn Road
N. 20° 31' 00" E. 383.26 feet to intersect the 3rd line of Liber J.L.J.14 at Folio 560, 48.80 feet from the end thereof; thence running with a part of the same reversed
S. 82° 43' 34" E. 1116.96 feet, passing over a monument found 2.43 feet from the beginning thereof, to a stake found in a pile of stones thence running with the easterly and a part of the northerly line of R. Hartgis (Lib.472 Fol.503)
N. 06° 20' 03" E. 301.80 feet to a stone found in a clump of trees, thence
N. 81° 50' 33" W. 381.40 feet to an iron pipe, thence leaving the outlines of Hartgis and running with a part of the outline of Martha L. Holt (Lib.479 Fol.379)
N. 05° 36' 25" E. 117.33 feet to an iron pipe, thence
N. 82° 23' 35" W. 738.80 feet to Quinn Road thence running with a part Quinn Road
S. 05° 36' 25" W. 110.35 feet, thence
S. 13° 15' 10" W. 130.52 feet, thence crossing Quinn Road and passing over a T-Bar on line
N. 79° 59' 50" W. 323.00 feet, thence
S. 13° 15' 10" W. 150.00 feet, thence running with the southerly line of Dewey E. Cole
N. 79° 59' 50" W. 469.81 feet, to a stone found on the line of Harry W.T. Fouche thence running with a part of the northerly lines of the property N/F in the name of Harry W.T. Fouche

N. 10° 59' 50" W. 189.41 feet, thence
N. 66° 50' 13" W. 501.89 feet, thence
N. 04° 52' 23" E. 462.00 feet, thence
S. 75° 03' 02" W. 195.72 feet to a stone found, thence leaving Fouche and running with a part of property N/F in the name of George P. Bragaw, Jr.
N. 02° 56' 40" W. 265.29 feet to a point on the southerly line of the former H. Herman Tripp property, thence running with the same
S. 84° 46' 57" W. 28.67 feet to a T-Bar found, thence running with the westerly lines of the lands conveyed to Linganore Corporation by Andrew K. Chang et al by a deed recorded among the land records of Frederick County, Maryland in Liber 880-at Folio 122, (the former H. Herman Tripp lands)
N. 01° 49' 20" W. 280.50 feet to a point on the south side of Linganore Creek, thence crossing the same
N. 12° 49' 20" W. 892.03 feet to a T-Bar found thence
N. 01° 14' 16" E. 108.86 feet to a T-Bar at the south westerly corner of a plat entitled Eaglehead, Woodridge Section I Plat 3 and recorded among the said land records in Plat Book 7 at Page 76, the same corner being the south westerly corner of the lands conveyed to Linganore Corporation by Glen J. Koepenick and recorded among the said land records in Lib.716 at Folio 616 thence with the easterly lines of the two, last named references for the next two lines
N. 01° 04' 04" E. 279.94 feet to a stone found, thence
N. 03° 27' 32" E. 1039.27 feet to a T-Bar found, thence leaving the said Woodridge Plat and the said (formerly) Koepenick lands and running with the outlines of the lands conveyed to Linganore Corporation by Harold S. Tidler et ux and recorded in Liber 825 Folio 376 of the said land records
S. 87° 34' 09" W. 318.00 feet to a T-Bar found thence
N. 47° 11' 36" W. 790.30 feet to a marked 10" Oak Tree thence
N. 64° 54' 06" W. 384.61 feet to an iron pipe found thence
N. 09° 59' 26" W. 383.79 feet to an iron pipe found thence
N. 71° 45' 52" W. 787.28 feet to an iron pipe found thence
N. 71° 45' 52" W. 456.06 feet to an iron pipe found in Linganore Road, thence leaving the said (formerly) Tidler lands and running with the southerly line of the lands conveyed to Linganore Corporation by Mabel E. Brunner, widow, by a deed recorded in Liber 817 at Folio 13 among the said land records
N. 71° 45' 52" W. 148.00 feet to a concrete monument found thence leaving the said (formerly) Tidler lands and running with the outlines of the lands conveyed to Linganore Corporation by Walter D. Main and recorded among the said land records in Liber 806 at Folio 222
S. 61° 55' 27" E. 9.72 feet to a stone found, thence
S. 24° 30' 39" W. 699.85 feet thence
N. 39° 02' 34" W. 227.18 feet thence
S. 78° 23' 59" W. 475.00 feet thence
N. 11° 36' 01" W. 230.00 feet thence
S. 78° 23' 59" W. 600.00 feet thence
S. 11° 36' 01" E. 20.00 feet thence
S. 78° 23' 59" W. 100.00 feet thence
N. 11° 36' 01" W. 20.00 feet thence
S. 78° 23' 59" W. 470.67 feet thence
N. 25° 50' 31" E. 157.06 feet thence
N. 36° 14' 02" E. 643.50 feet thence
N. 18° 14' 02" E. 277.20 feet thence
N. 19° 14' 02" E. 354.75 feet thence
N. 46° 44' 02" E. 371.25 feet to an iron pipe found, thence
N. 03° 14' 02" E. 792.08 feet to an iron pipe found, thence
N. 66° 45' 58" W. 132.00 feet thence
N. 75° 49' 09" E. 973.04 feet to an iron pipe found, thence
N. 04° 29' 24" E. 148.44 feet to an iron pipe found, thence
N. 86° 18' 22" E. 159.92 feet to a white oak tree, thence
S. 89° 49' 01" E. 435.28 feet thence
S. 00° 35' 59" W. 240.00 feet thence
S. 89° 54' 50" E. 430.50 feet thence
S. 00° 05' 10" W. 525.00 feet thence
S. 89° 57' 00" E. 300.00 feet to the west side of Linganore Road thence with the same
S. 00° 24' 35" E. 155.74 feet to an iron pipe found thence leaving Linganore Road
N. 89° 57' 00" W. 446.00 feet thence
S. 25° 17' 43" W. 669.60 feet to an iron pipe found thence leaving the said (formerly) Main lands and again running with the outlines of the said Brunner lands outlines

S. 89° 59' 10" E. 428.86 feet to an iron pipe, thence
S. 47° 51' 49" W. 120.78 feet to an iron pipe thence
S. 47° 27' 50" W. 150.56 feet to an iron pipe, thence
S. 52° 43' 10" E. 199.72 feet to an iron pipe, thence
S. 52° 43. 10" E. 17.63 feet to a spike in Linganore Road, a corner commom to the said (formerly) Tidler lands, thence with said Road and Tidler lands
N. 46° 33' 20" E. 215.24 feet to a spike thence
N. 48° 28' 27" E. 270.20 feet to an iron pipe, thence
N. 88° 57' 29" E. 390.76 feet to a 10 inch white oak stump, thence
S. 89° 54' 52" E. 756.71 feet to a stone, thence
N. 87° 15' 44" E. 915.95 feet to an 8 inch Oak tree, thence
N. 88° 28' 01" E. 353.44 feet to a stone, thence
N. 88° 27' 06" E. 108.15 feet to a T-Bar, a corner common to the said (formerly Koepgnick lands, thence with the outlines of the same
N. 88° 28' 38" E. 386.67 feet to a T-Bar found, thence
N. 00° 31' 26" E. 1336.50 feet, thence leaving the line of Rice and running with the southerly and part of the easterly lines of the N/F Ira R. Mercer property
S. 70° 00' 20" E. 582.73 feet to a fence post, thence
N. 00° 31' 26" E. 660.00 feet to Gas House Pike, thence running with a part of Gas House Pike
S. 73° 58' 34" E. 570.90 feet, thence
S. 82° 43' 34" E. 168.30 feet, thence
N. 89° 16' 26" E. 138.60 feet, thence
S. 86° 43' 34" E. 204.60 feet, thence
N. 84° 28' 50" E. 338.79 feet, thence leaving Gas House Pike and running with a part of the outline of the N/F Russell L. Castle property
S. 12° 47' 26" W. 287.10 feet, thence
S. 18° 47' 26" W. 154.27 feet, thence
S. 10° 21' 26" W. 1253.46 feet, thence
S. 88° 21' 02" W. 534.60 feet, thence passing thru an iron pipe found on line for total of
S. 16° 36' 10" W. 350.36 feet to an iron pipe, thence
S. 22° 36' 10" W. 566.55 feet, thence
S. 02° 53' 50" E. 701.61 feet to an iron pipe, thence
S. 39° 23' 50" E. 499.41 feet, thence
S. 72° 53' 50" E. 567.70 feet thence
S. 50° 38' 50" E. 75.99 feet to a stone pile found, thence
S. 33° 12' 38" W. 124.91 feet to a stone pile found, thence
S. 89° 46' 10" E. 500.31 feet, thence
N. 17° 06' 20" E. 909.81 feet, thence
N. 36° 43' 50" E. 404.25 feet, thence
N. 43° 56' 26" E. 539.56 feet to a 12 inch tree stump found on the westerly line of the John Ray Frank property, thence running with the southerly lines of John Ray Frank
S. 17° 54' 04" E. 1442.97 feet to a fence post, thence
S. 80° 30' 02" E. 99.46 feet to a fence post, thence
N. 40° 53' 06" E. 949.16 feet to an iron pin, thence with the outlines of the lands conveyed by Linganore Corporation to The Potomac Edison Company recorded in Liber 921 at Folio 124 among the said land records
S. 49° 06' 54" E. 300.00 feet to an iron pin, thence
N. 42° 11' 26" E. 242.93 feet to an iron pin, thence
S. 57° 11' 34" E. 39.04 feet to an iron pin, thence
N. 67° 48' 33" E. 91.27 feet to a point on the westerly side of Boyers Mill Road, thence running with a part of the Westerly side of Boyers Mill Road
S. 32° 18' 42" E. 583.67 feet, thence leaving the aforesaid Boyers Mill Road and around the existing burial grounds (not included)
S. 07° 41' 17" E. 355.57 feet, thence
S. 85° 11' 17" E. 132.00 feet, thence running back along a part of the aforesaid Boyers Mill Road
S. 62° 11' 17" E. 1347.50 feet to a stone found on the easterly side of Boyers Mill Road, thence leaving the aforesaid road and running with a part of the property N/F in the name of Albert R. Miller, Jr.
N. 23° 03' 43" E. 884.81 feet, thence
N. 29° 56' 17" W. 767.95 feet, thence
N. 03° 35' 48" E. 2373.57 feet to an iron pipe found, thence running with a part of the property N/F in the name of George H. Droneburg
S. 75° 04' 39" E. 199.86 feet to an iron pipe found, thence
N. 03° 30' 31" E. 253.82 feet to an iron pipe found, thence running with the southerly side of Gas House Pike

S. 73° 20' 13" E. 502.87 feet, thence
N. 82° 11' 47" E. 379.50 feet, thence
S. 69° 52' 53" E. 99.00 feet to a monument found, thence running with a part of the property N/F in the name of Ernest Albright
S. 34° 58' 14" E. 243.62 feet, thence
S. 73° 20' 13" E. 462.00 feet to a monument found, thence running with a part of the property N/F in the name of Alvie T. Stevens
S. 17° 56' 36" W. 168.05 feet, thence
S. 83° 26' 36" E. 148.50 feet to a stone found, thence
N. 06° 33' 24" E. 164.74 feet, thence running with the southerly side of Gas House Pike
S. 89° 45' 08" E. 93.88 feet, thence running with a part of the property N/F in the name of Everest Duvall
S. 29° 15' 43" W. 103.95 feet, thence
S. 13° 15' 43" W. 115.50 feet to a stone found, thence
S. 83° 44' 17" E. 608.21 feet to an iron pipe found, thence running with a part of the property N/F in the name of Gene Castleberry
S. 10° 28' 32" W. 2385.85 feet, thence
S. 63° 40' 32" E. 222.75 feet to a stone found, thence
N. 41° 20' 29" E. 692.80 feet, thence
N. 50° 50' 29" E. 692.77 feet to a stone found, thence leaving the Gene Castleberry property
N. 70° 27' 24" E. 180.98 feet, thence
S. 42° 27' 22" E. 165.00 feet, thence
N. 47° 32' 38" E. 264.00 feet, thence
N. 42° 27' 22" W. 165.00 feet to a stone found, thence
N. 65° 53' 55" W. 87.00 feet to a flat found, thence
N. 58° 33' 51" E. 373.67 feet, thence
N. 54° 40' 01" E. 190.73 feet, thence
N. 29° 02' 59" E. 150.59 feet to a stone found
N. 52° 26' 22" E. 362.37 feet, thence
N. 02° 33' 38" W. 105.73 feet, thence running with a part of the property N/F in the name of Gene Castleberry
N. 61° 26' 22" E. 544.50 feet to a stone found, thence
N. 09° 33' 38" W. 353.10 feet, thence
N. 39° 33' 38" W. 198.00 feet, thence
N. 24° 30' 51" W. 297.00 feet, thence leaving Gene Castleberry and running with the southerly and westerly lines of the property N/F in the name of Henry Nelson as recorded in Liber A.F. 7 at page 301
N. 57° 26' 22" E. 544.50 feet crossing Gas House Pike, thence
S. 52° 01' 51" E. 429.00 feet, thence
S. 29° 24' 40" E. 437.93 feet, thence
S. 08° 18' 38" E. 160.05 feet to a 20 inch cherry tree, thence running with a part of the property N/F in the name of Nettie F. Jones
N. 73° 48' 46" E. 580.39 feet, thence
N. 35° 11' 07" E. 30.80 feet, thence
N. 20° 11' 07" E. 387.75 feet, thence
S. 88° 48' 53" E. 457.05 feet, thence
N. 75° 35' 34" E. 396.00 feet, thence
N. 64° 35' 34" E. 140.25 feet, thence running with a part of the property N/F in the name of Charles W. Stevens
S. 43° 17' 19" E. 121.28 feet, thence
N. 80° 35' 34" E. 1402.50 feet, thence
N. 81° 05' 34" E. 145.20 feet to a fence post, thence
N. 80° 10' 38" E. 342.84 feet to a stone found, thence
N. 79° 01' 21" E. 467.23 feet, thence
N. 47° 01' 21" E. 433.86 feet to a stone found, thence
S. 89° 53' 32" E. 1113 feet, thence
S. 54° 53' 32" E. 1114.24 feet, thence running with a part of the property N/F in the name of Gilmore R. Flautt III along Central Church Road
S. 23° 06' 28" W. 115.50 feet, thence
S. 23° 36' 28" W. 630.30 feet to a stone found, thence running with a part of the property N/F in the name of David S. Gaver along Central Church Road
S. 14° 35' 33" W. 1122.00 feet, thence
S. 22° 05' 33" W. 724.83 feet, thence
S. 50° 35' 33" W. 580.64 feet to a stone found, thence
S. 45° 31' 16" W. 324.58 feet to a stone found, thence running with a part of the property N/F in the name of Margaret Boyer along Central Church Road
S. 44° 09' 50" W. 98.41 feet, thence
S. 42° 46' 50" W. 1613.57 feet, thence running with a part of the property N/F in the name of Howard M. Mainhart
N. 32° 11' 38" W. 424.88 feet to a stone found, thence

S. 60° 00' 52" W. 792.00 feet, thence
N. 74° 31' 49" W. 717.75 feet, thence
N. 70° 31' 49" W. 561.00 feet, thence
S. 10° 36' 42" W. 727.65 feet, thence
S. 88° 08' 58" W. 693.10 feet to a stone found, thence
S. 56° 02' 11" W. 442.20 feet, thence
S. 58° 05' 11" W. 821.16 feet, thence
S. 40° 29' 11" W. 825.40 feet, thence running with a part of the property N/F in the name of William T. Blenthinger
S. 45° 57' 11" W. 2495.63 feet, thence running with Boyers Mill Road
N. 75° 56' 36" W. 226.91 feet, thence leaving Boyers Mill Road and running with a part of the property N/F in the name of Melvin A. Curtis et ux; Charles E. Roderick, Sr., et al and Ralph W. Lods et ux
N. 35° 40' 58" E. 225.00 feet, thence
N. 65° 38' 25" W. 225.13 feet, thence
S. 35° 40' 58" W. 53.60 feet, thence
N. 49° 33' 31" W. 130.36 feet, thence
N. 36° 08' 29" E. 180.00 feet, thence
N. 47° 57' 44" W. 350.00 feet to a T-Bar found, thence
S. 36° 08' 29" W. 364.42 feet, thence running with Boyers Mill Road
N. 30° 11' 11" W. 51.06 feet, thence
N. 52° 25' 57" W. 71.74 feet, thence running with a part of the property N/F in the name of Thomas C. Hoy, Lester Z Rippeon, et ux., and James H. Rippeon, et ux.,
S. 37° 29' 13" W. 232.37 feet, thence
S. 49° 08' 33" E. 300.00 feet, thence
N. 37° 29' 13" E. 214.38 feet, thence running with Boyers Mill Road
S. 48° 15' 32" E. 139.68 feet, thence
S. 56° 39' 07" E. 209.04 feet, thence
S. 67° 45' 52" E. 175.05 feet, thence running with a part of the property N/F in the name of Joseph B Dunne et ux.,
S. 22° 14' 08" W. 231.28 feet to a T-Bar found, thence
S. 50° 38' 23" E. 131.73 feet passing over a T-Bar found 25.57 feet from the end thereof; thence running with Yeagerstown Road
S. 39° 21' 17" W. 59.97 feet, thence
S. 37° 29' 22" W. 169.87 feet to a point in the northerly line of a conveyance to Linganore Corporation from Millard B. Flook by a deed recorded in Liber 885 at Folio 398 among the said land records, thence with the same to the middle of Yeagertown Road
S. 81° 43' 33" E. 3.56 feet, thence with the same
S. 37° 40' 07" W. 932.84 feet, thence leaving the same and running with said Flook outlines for two lines
N. 77° 16' 30" W. 319.69 feet to a stone, and
N. 18° 27' 21" E. 800.54 feet to a fence post found, thence running with a part of the property N/F in the name of Emma J. Wingett
N. 19° 07' 41" E. 218.67 feet to a T-Bar found, thence
N. 81° 15' 13" W. 366.65 feet, thence
S. 23° 55' 37" W. 677.25 feet to an iron pipe found, thence
N. 74° 15' 46" W. 217.57 feet to a stone found, thence
N. 72° 10' 31" W. 210.66 feet to a stone pile found, thence
N. 66° 02' 56" W. 212.94 feet to a stone pile found, thence
N. 83° 36' 04" W. 177.11 feet, thence
N. 85° 32' 34" W. 145.41 feet to a T-Bar found, thence
S. 19° 23' 00" W. 362.42 feet, thence running with a part of the property N/F in the name of Thomas B. Bell
N. 77° 52' 00" W. 1350.96 feet to a T-Bar found, thence
S. 19° 47' 00" E. 958.86 feet, thence
S. 48° 50' 11" W. 457.80 feet to a T-Bar found, thence
S. 56° 43' 54" E. 455.72 feet to a T-Bar found, thence running with a part of the property N/F in the name of B.H.S. Holding Corp. as recorded in Liber 738 at page 383
S. 14° 14' 30" W. 1078.14 feet to a T-Bar found, thence
N. 74° 13' 45" W. 172.93 feet, thence
S. 14° 34' 13" W. 849.23 feet, thence
N. 72° 57' 57" W. 317.22 feet to a T-Bar found, thence
S. 20° 33' 27" W. 671.32 feet, thence
S. 08° 44' 42" W. 118.53 feet, thence
S. 19° 54' 59" W. 1294.23 feet, thence
S. 14° 51' 08" E. 1253.26 feet to the place of beginning, EXCEPTING THEREFROM AND THEREOUT the following parcels of land, to-wit:

PARCEL A: BEGINNING for the same at the Northwest corner of Lot 34, Block A, as shown on Plat of Subdivision entitled "Correction Plat Eaglehead - Pinehurst, Section I", as the same is recorded in Plat Book 5, folio 182, one of the Books for the recording of Plats in the Office of the Clerk of the Circuit Court for Frederick County, Maryland, and running thence (1) N. 84° 28' 31" W. 12.04 feet to a point in Boyers Mill Road, thence (2) N. 32° 27' 10" W. 324.00 feet to a point on the boundary of Lot 10, Block A, as shown on a Plat of Subdivision entitled "Eaglehead - Nightingale, Section I", recorded in Plat Book 6, folio 30, one of the aforesaid Plat Records, and running thence (3) S. 74° 26' 28" E. 467 feet to a stone found (B.E.C.), thence (4) S. 07° 59' 13" W. 174.19 feet to a hub and tack found, said point also being the Northeast corner of Lot 34, Block A aforesaid and running thence by and along the northerly line of said lot (5) N. 84° 28' 31" W. 240.96 feet to the place of beginning.

It being all and the same real estate described and conveyed in a deed from Roy E. Rippeon, Jr., and Mary Rippeon, his wife, et al., unto Bernard F. Rippeon, dated March 20, 1964 and recorded in Liber 733, folio 501, one of the Land Records of Frederick County, Maryland.

PARCEL B: BEGINNING for the same at an iron pipe set forty (40) feet from the centerline of Gas House Pike, said point being 165 feet, more or less, in a northeast direction from the center of Linganore Creek, thence leaving the aforesaid Gas House Pike to cross and include a part of the Harold Free Farm (1) N.30° 07' 23"W. 425.41 feet to an iron pipe set; thence (2) N. 48° 49' 56" E. 409.25 feet to an iron pipe set and for a more particular reference, lying S. 19° 34' 36" W. 495.36 feet from the end of S. 43° 17' 19" E. 121.28 feet line of the foregoing Parcel One description, thence (3) S. 22° 46' 37" E. 243.45 feet to an iron pipe set; thence running with the westerly edge of a gravel road (4) S. 80° 09' 23" E. 231.12 feet to an iron pipe set; thence (5) S. 24° 16' 23" E. 173.97 feet to an iron pipe set on Gas House Pike, thence running on a curve to the left having an (6) Arc length of 225.71 feet; a radius of 900.00 feet and a chord bearing and length of S. 70° 24' 17" W. 225.12 feet to an iron pipe set; thence (7) S. 63° 13' 17" W. 309.14 feet to the place of beginning, containing 217,800 square feet or 5.0000 Acres of land.

PARCEL C: BEGINNING for the same at a point on the northeasterly side of Gas House Pike, said point being 20 feet from the edge of existing paving and also being N. 78° 22' 21" W. 885.99 feet from the end of the 9th or N. 19° E. forty-four perches line of a conveyance from Nathan Maynard to Thomas A. Ogle by deed dated September 25, 1872 and recorded among the aforesaid Land Records and running thence with the northeasterly side of said road (1) N. 45° 10' 32" W. 416.00 feet to a point being 80 feet from an existing cement block wall; thence leaving said road (2) N. 44° 49' 28" E. 209.42 feet; thence (3) S. 45° 10' 32" E. 416.00 feet; thence (4) S. 44° 49' 28" W. 209.42 feet to the place of beginning, containing 871,200 square feet or 2.0000 Acres of land

PARCEL D: BEGINNING for the same at an iron pin found on the easterly margin of the Meadow Road and running thence with said easterly margin of the Meadow Road and passing over an iron pin found at the Southwest corner of its intersection with Boyers Mill Road the following course and distance, (1) N. 37° 29' 13" E. 228.51 feet to a point on the Northerly margin of Boyers Mill Road and thence (2) S. 52° 25' 57" E. 299.95 feet to a point on the Northerly margin of Boyers Mill Road and running thence crossing said road (3) S. 37° 29' 13" W. 222.37 feet thence (4) N. 53° 36' 14" W. 300 feet to the place of beginning, containing 1.5523 acres, more or less.

PARCEL: II

All that tract or parcel of land situate, lying and being in New Market Election District, Frederick County, Maryland, as conveyed to Linganore Corporation by Joseph C. Etter et ux according to a deed recorded among the said Land Records in Liber 775 at Folio 493 and more particularly described as follows:

BEGINNING at an iron pipe on the north side of Maryland State Route No. 144 at the southeast corner of the whole tract and continuing with the north side of the highway (1) North 71° 11' 10" west, 1051.12 feet to a post at the southeast corner of a lot conveyed to Clara H. Owens and John H. Owens, her husband, by the grantors herein by Deed dated August 7, 1956 and recorded in Liber 568, Folio 230, one of the Land Records of Frederick County, Maryland, continuing with said lot two courses and distances thence (2) North 15° 20' 40" west, 176.02 feet to a post, thence (3) North 70° 18' 40" West, 169.10 feet to a post, thence with the east side of a Right of Way conveyed to Benjamin E. Duvall by deed dated August 31, 1903 and recorded in Liber D.H.H. #17, folio 600 three courses and distances (4) North 15° 28' 40" West, 1077.99 feet, thence (5) North 21° 33' 00" East, 1287.00 feet, thence (6) North 10° 42' 10" East 56.48 feet to a post, thence (7) North 20° 54' 40" East 730.62 feet to a post, thence (8) South 74° 33' 40" East 307.67 feet to an 18" oak tree, thence (9) North 16° 32' 20" East 835.51 feet to a planted stone, thence (10) South 73° 01' 10" East 171.06 feet to a 36" oak tree, thence (11) North 15° 24' 10" East 1079.66 feet to a 12" oak tree on the north bank of a branch of Linganore Creek, thence with the north bank of the creek (12) South 80° 48' 00" East 587.63 feet to a pointed slate outcrop thence crossing the creek (13) South 3° 02' 00" West 122.00 feet, thence (14) South 72° 33' 00" East 483.29 feet to a 12" Hickory tree on the north side of Yeagerstown Road, thence continuing with said road six courses and distances (15) South 66° 41' 00" West 193.95 feet, thence (16) South 20° 23' 00" West 198.00 feet, thence (17) South 2° 00' 00" East 274.00 feet, thence (18) South 24° 02' 00" East 93.50 feet, thence (19) South 16° 50' 00" West 339.00 feet, thence (20) South 13° 15' 00" East 257.00 feet to an iron pipe, thence leaving the aforementioned road (21) North 71° 41' 40" West 152.62 feet to an iron pipe, thence (22) South 21° 47' 00" West 375.61 feet to a fence post, thence (23) South 11° 31' 10" West 337.82 feet to a fence post, thence (24) South 2° 05' 00" West 146.37 feet to a planted stone, thence (25) South 19° 06' 50" East 725.92 feet to a stone, thence (26) South 54° 47' 40" East 608.59 feet to a point on the east side of the Yeagerstown Road, thence (27) South 3° 08' 20" West 280.80 feet to a point, thence (28) South 70° 57' 10" West 727.65 feet, thence (29) South 18° 09' 00" West 682.50 feet to a point in the center of the aforementioned road, thence leaving said road and with the outlines of four lots previously conveyed herefrom five courses and distances (30) North 73° 04'00" West 165.00 feet to an iron pipe, thence (31) South 16° 56' 00" West 175.00 feet to an iron pipe, thence (32) North 73° 04' 00" West 50.00 feet to an iron pipe, thence (33) South 16° 56' 00" West 323.97 feet to an iron pipe, thence (34) South 73° 04' 00" East 200.00 feet to an iron pipe, thence (35) South 16° 56' 00" west 216.00 feet to an iron pipe, thence (36) North 70° 00' 10" West 252.70 feet to an iron pipe, thence (37) South 18° 04' 50" West 125.38 feet to the place of beginning, containing 191.387 acres, more or less, as shown on Plat of Property of B.B.S. Holding Corporation, New Market Election District, Frederick County, Maryland, November 15, 1967, prepared by Rothenhoefer Engineers, No. 671-107

PARCEL: III

All that tract or parcel of land situate in New Market Election District, Frederick County, Maryland, the same as conveyed to Linganore Corporation by Douglas W. Connelly et ux according to a deed recorded among the said Land Records in Liber 867 at Folio 3

BEGINNING for the same at a steel pin found in the westerly outlines of the subject parcel, said pin being described as "at a stone" at the end of the 23rd or N. 29° 55' 12" E. 350.23' line of a deed recorded in Liber 688, Folio 263, among the Land Records of Frederick County, Maryland, said stone being described as at the end of the 9th or N. 35° W 6 perches line of the aforesaid Liber 697, Folio 342, thence running reversely with the 4th and 3rd lines of a parcel of land, which is described in the last mentioned deed reference as a 0.506 acres exception, the following two courses and distances:

N. 62° 12' 48" E. 280.86' and
N. 09° 16' 24" W. 45.25' to a point in the 11th or N. 78 1/4° E. 32 perches line of Liber 697, Folio 342, and distant 299.05' from the beginning of said 11th line.

Thence continuing with the remainder of said 11th line.
N. 72° 22' 25" E. 229.40' to a stone found planted, thence with the 12th, 13th, 14th and 15th lines of Liber 697, Folio 342, as follows:
N. 30° 44' 12" E. 246.65' to a stone found planted
S. 66° 31' 52" E. 372.18' to a large white oak tree
N. 16° 05' 12" E. 874.62' to a stone found planted
N. 77° 50' 12" E. 54.45' to the end of the aforesaid 15th line, thence with 16th line and part of the 17th line as described in a deed recorded among the aforesaid land records in Liber T.G. 11, Folio 345; the same being referred to by Liber 621, Folio 367 for a particular description.
N. 44° 33' 29" W. 148.50' and
N. 13° 33' 18" E. 247.79' to a point in the south side of Crickenberger Road, thence with the same.
N. 71° 20' 57" E. 253.50'
N. 74° 50' 30" E. 178.98'
N. 61° 11' 21" E. 251.08'
N. 79° 12' 57" E. 117.58'
N. 84° 17' 22" E. 90.45'
S. 79° 04' 09" E. 66.71'
S. 65° 07' 10" E. 362.11'
S. 68° 16' 52" E. 431.74'
thence leaving the south side of Crickenberger Road and running with a part of the 22nd or last line of the aforesaid Liber T.G. 11, Folio 345,
S. 64° 33' 03" E. 468.39' to a point lying 148.20' from the end of said 22nd line thence leaving said 22nd line and crossing those lands of Douglas W. and Mary V. Connelly as described in the aforesaid Liber T.F. 11, Folio 345,
S. 00° 03' 37" W. 546.53' to an oak stake set
S. 07° 32' 05" W. 344.94' to an oak stake set southerly of a farm road, thence generally with and still southerly of the same,
N. 82° 52' 30" E. 146.57' to an oak stake set
S. 84° 45' 55" E. 61.82' to an oak stake set
S. 65° 45' 19" E. 254.05' to an oak stake set
S. 64° 44' 04" E. 470.22' to a point in the westerly right-of-way line of Maryland Route No. 75, as shown on Maryland State Roads Commission Right-of-Way Plats numbered 254456 through 254457; thence running with said right-of-way line, southerly:
S. 17° 11' 45" W. 560.99' to a point of curvature, thence 584.98' along the arc of a curve deflecting to the left, said curve having a radius of 5779.58' and long chord length 584.72', bearing S. 14° 17' 43" W. to a point of tangency, thence
S. 18° 58' 33" W. 316.15' to a point of curvature, thence 83.88' along the arc of a curve deflecting to the left, said curve having a radius of 950', and a long chord length, 83.86', bearing S. 16° 26' 47" W. to a point at the intersection of said right-of-way curve with the southerly outline of the subject parcel, thence running with and along the outline of the lands described in the aforesaid Liber T.G. 11, Folio 345,
S. 68° 42' 59" W. 330.50'
N. 56° 06' 04" W. 656.37' to a stone found planted
S. 75° 04' 57" W. 589.45' to a stone found planted
N. 85° 06' 52" W. 270.90' to a stone found planted and as called for at the end of the 9th line of the aforesaid Liber T.G. 11, Folio 345, and being a common point with the end of the 3rd line as described in the aforesaid Liber 697, Folio 342, thence continuing with the 4th, 5th, 6th, 7th, 8th, and 9th lines of

Liber 697, Folio 342,

N. 83° 55' 02" W. 923.13' to a stone found planted
N. 08° 29' 35" E. 226.15' to a stone found planted
N. 80° 54' 14" W. 468.53' to a stone found planted
N. 32° 43' 22" W. 953.91'
N. 25° 29' 00" E. 16.50'
N. 41° 31' 00" W. 99.00' to the point of beginning and containing 8,199,836 square feet, or 188.2423 acres of land, more or less.

BEING a part of the lands which Douglas W. Connelly and Mary V. Connelly obtained by two deeds which are recorded among the Land Records of Frederick County, Maryland in Liber 621, Folio 367, and Liber 697, Folio 342.

PARCEL: IV

All of those three parcels of land as herein described, situate in New Market Election District, Frederick County, Maryland, the same as conveyed to Linganore Corporation by The Weller Corporation of Frederick, Inc., et al, according to a deed recorded among the said land records in Liber 831 at Folio 117

Parcel No. 1: Beginning at a concrete marker north 56° 34' east 3863.35 in the outlines of the whole farm, the marker is shown on the plat of Longview, a subdivision recorded in Plat Book 4, Folio 19, and running thence, (1) north 18° 00' west 661.12 feet to an iron pipe marker in the north margin of a 50 foot road right-of-way and at the southwest corner of Lot No.4, Plat of Longview recorded in Plat Book 4, Folio 19, one of the Land Records of Frederick County, Maryland, and running thence by and with the north margin of said 50 foot road right-of-way two lines of division, (2) south 84° 25' west 173.92 feet, (3) north 82° 33' west 130 feet thence leaving said road and continuing by line of division, (4) north 18° 58' west 1000.78 feet to an iron pipe marker intersecting the southwest lot line of Lot No. 12 of Longview, thence with the southwest line of Lot No. 12, 13 and 14, (5) north 38° 40' west 362.85 feet to marker N1929.75 E2814.62, (6) north 73° 30' west 414.91 feet to marker N 2047.59 E.2416.79, (7) south 44° 40' west 900.00 feet to marker N1407.50 E1785.58, (8) south 46° 42' west 394.4 feet to marker N 1137.01 E 1498.54, (9) south 28° 01' west 450 feet to marker N739.75 E1287.16, (10) south 26° 46' east 442.4 feet to marker N344.75 E1486.40, (11) south 22° 38' west 546.8 feet to an iron pipe marker, (12) north 61° 57' west 409.45 feet to marker N33.47 E911.37, (13) south 28° 01' west 809.5 feet to marker S681.16 E531.14 (14) south 60° 50' east 165 feet to marker S764.04 E679.93, (15) south 19° 59' west 247.36 feet to marker S996.46 E595.38, (16) south 57° 24' east 285.31 feet to marker S1150.17 E835.75, (17) south 31° 06' west 460.05 feet to marker S1544.14 E598.15, (18) south 57° 50' east 921.6 feet to marker S2037.14 E 1376.83, (19) north 44° 29' east 1514.1 feet to a planted stone at a corner of the whole farm and indicated on said plat S957.54 E2437.19 (20) north 25° 45' east 354.22 feet to marker S638.52 E2590.09 (21) north 22° 39' east 549.20 feet to marker 131.69 E2802.63, (22) south 63° 30' east 836.08 feet to marker S504.76 E3590.84, (23) north 29° 07' east 642.26 feet to the place of beginning. Containing 154.59 acres, more or less.

Parcel No. 2: All those two lots, piece or parcels of land being known and designated as Lots No. 2 and 3 on the Plat of Longview Subdivision, which said plat is recorded in Plat Book 4, Folio 19, one of the Plat Records of Frederick County, Maryland, said Parcel No. 2 containing in the aggregate 3.2 acres of land, more or less, being 1.86 acres in Lot 2 and 1.34 acres in lot 3.

Parcels No. 1 and No. 2 being all that land conveyed by Harold P. Weller and Irma M. Weller, his wife, unto the Weller Corporation of Frederick, Inc., by a Deed bearing date on the twenty-second day of July, 1970, and recorded in Liber No. 827, at folio 621, one of the Land Records of Frederick County, and being also all those parcels of land conveyed by Jesse E. Aiken and Martha M. Aiken, his wife, and Philip F. Shore and Mary Shore, his wife, unto Harold P. Weller and Irma M. Weller, his wife, by deed bearing date December 11, 1962, and recorded in Liber No. 677, at folio 407, one of the Land Records of Frederick County.

Parcel No. 3: All of Lot No. 29 on a plat of the Longview Subdivision, which said plat is recorded in Plat Book No. 4, Folio No. 19, one of the Plat Records of Frederick County, Maryland, said lot containing 1.12 acres, more or less, being that lot and a portion of that land conveyed by Philip F. Shore and Mary S. Shore, his wife, and Jesse E. Aiken and Martha M Aiken, his wife, unto Harold P. Weller and Irma M. Weller, his wife, by a Deed bearing date on the first day of March, 1965, and recorded in Liber No. 720, at folio 207, one of the Land Records of Frederick County, the latter lot being owned by said Harold P. Weller and Irma M. Weller, his wife.

The total acreage in the parcels herein granted and conveyed is 158.91 acres.

PARCEL: V

All of that lot, situate in New Market Election District, Frederick County, Maryland, the same as conveyed to Linganore Corporation by Naomi V. and Arthur Peach, Jr., according to a deed recorded among the said land records in Liber 827 at folio 477, and described as follows:

BEING all that lot fronting for a distance of 100 feet on the west side of Royers Mill Road and running back an even width for a depth of 200 feet, said lot being immediately north of and adjacent to the lot heretofore conveyed by Roy E. Rippeon, Jr., and Mary N. Rippeon, his wife, to Lester Z. Rippeon and Winifred Joan Rippeon, his wife, by deed dated July 2, 1954, and recorded in Liber No. 545, Folio 341, one of the Land Records of Frederick County, Maryland.

BEING all and the same real estate conveyed unto Naomi V. Peach and Arthur Peach, Jr., her husband, by Velvia Hoy, widow, by a deed dated May 8, 1968, and recorded among the Land Records of Frederick County, Maryland, in Liber 789, at Folio 3.

PARCEL: VI

All of the lands situate and lying in New Market Election District, Frederick County, Maryland, the same as conveyed to Linganore Corporation by Thomas Bernard Bell and Harry Ira Bell according to a deed recorded in Liber 914 at Folio 88 among the said land records.

Subject lands are described as follows, according to a plat of survey prepared by Renn Surveys, Damascus, Maryland, dated 7.3.70

BEGINNING at a point in Yeagertown Road, shown on said plat to be one of the southerly corners of the Bain Property and a corner common to lots 31 and 30 of Longview Subdivision (P.B.4 P.19) thence with the front lines of lots 31, 32, 33 of the same

S. 36° 03' 10" W. 466.60', thence with the front lines of lots 34 and 35 of Longview Subdivision

S. 65° 33' 10" W. 347.50', thence with a part of the westerly line of said lot 35

S. 26° 33' 10" W. 20.60', thence continuing with Yeagertown Road

S. 73° 59' 10" W. 292.80' and

N. 74° 00' 50" W. 150.80' to a "P.K." nail, and

S. 87° 17' 30" W. 32.60' and

N. 69° 30' 10" W. 266.76' to a post, thence leaving Yeagertown Road and running with the northerly lines of the former Etter lands, previously described herein as Parcel II,

N. 73° 33' 00" W. 438.09' to a post and

N. 03° 42' 50" W. 124.76' to a post and

N. 81° 22' 50" W. 572.95' to a "T" bar found, thence leaving said former Etter lands and running with the lands of B.B.S. Corporation, now Linganore Corporation as obtained from Ferrara (Liber 738 Folio 383), a portion of Parcel I herein described,

N. 56° 43' 54" W. 455.72' to a "T" bar found and

N. 45° 50' 11" E. 457.30' to a "T" bar found and

N. 19° 47' 00" W. 953.86' to a "T" bar found, thence still with the lands of Linganore Corporation, formerly B.B.S. Corporation as obtained from Joel Koehl et al (Liber 749 Folio 216)

S. 77° 52' 00" E. 1350.96' to an iron pipe found, thence with the Wingett Property

S. 77° 16' 30" E. 1392.18' to a stone, thence with the said Bain easterly line

S. 21° 06' 10" W. 747.66' to a stone, thence with the southerly line of the same

S. 75° 32' 50" E. 208.40' to the point of beginning and containing 75.673 ac. of land.

ARTICLE II

ENVIRONMENTAL CONTROL COMMITTEE

1. Review by Committee. No grading, excavation, building, fence, wall or other structure or improvement whatsoever shall be commenced, erected or maintained on the land subject hereof, nor shall any exterior addition to or change or alteration therein be made until two copies of plans and specifications showing the nature, kind, shape, height, color, roof, materials and location of the same and the grading and landscaping of the site shall have been submitted to, and approved in writing as to external design, external materials and color, and location in relation to surrounding structures and topography by the Board of Directors of Lake Linganore Association, Inc., or by an Environmental Control Committee (hereinafter called the Committee) composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it in writing, the Article will be deemed to have been fully complied with. A reasonable fee, payable to and determined by the Environmental Control Committee in each case, shall be paid upon each such submission and shall be used to defray the costs incurred by the Committee.

In the event construction is not commenced within two years following approval of plans and specifications as herein provided, such approval shall be void thereafter and a new application to the Committee shall be required for any subsequent constructions. If construction is commenced in accordance with approved plans and specifications within two years following the date of approval subsequent construction in accordance with approved plans shall be deemed to be in compliance with this time limitation even though it continues more than two years beyond date of approval.

ARTICLE III

ENFORCEMENT OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the existing Development, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the existing Development any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, Linganore Corporation, a Maryland corporation, as Declarant, has caused this instrument to be executed by its President, and its corporate seal to be hereunto affixed this 6th day of December, 1974.

ATTEST:
(Corporate Seal)

Assistant Secretary
Carolyn F. Brosius

LINGANORE CORPORATION
A Maryland Corporation

By
J. William Brosius
President

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 6 day of December, 1974, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. William Brosius, President of Linganore Corporation, and acknowledged the aforegoing instrument to be the act of said Corporation. And at the same time the said J. William Brosius made oath in due form of law that he is the President of said Corporation, and duly authorized to make this acknowledgement on its behalf.

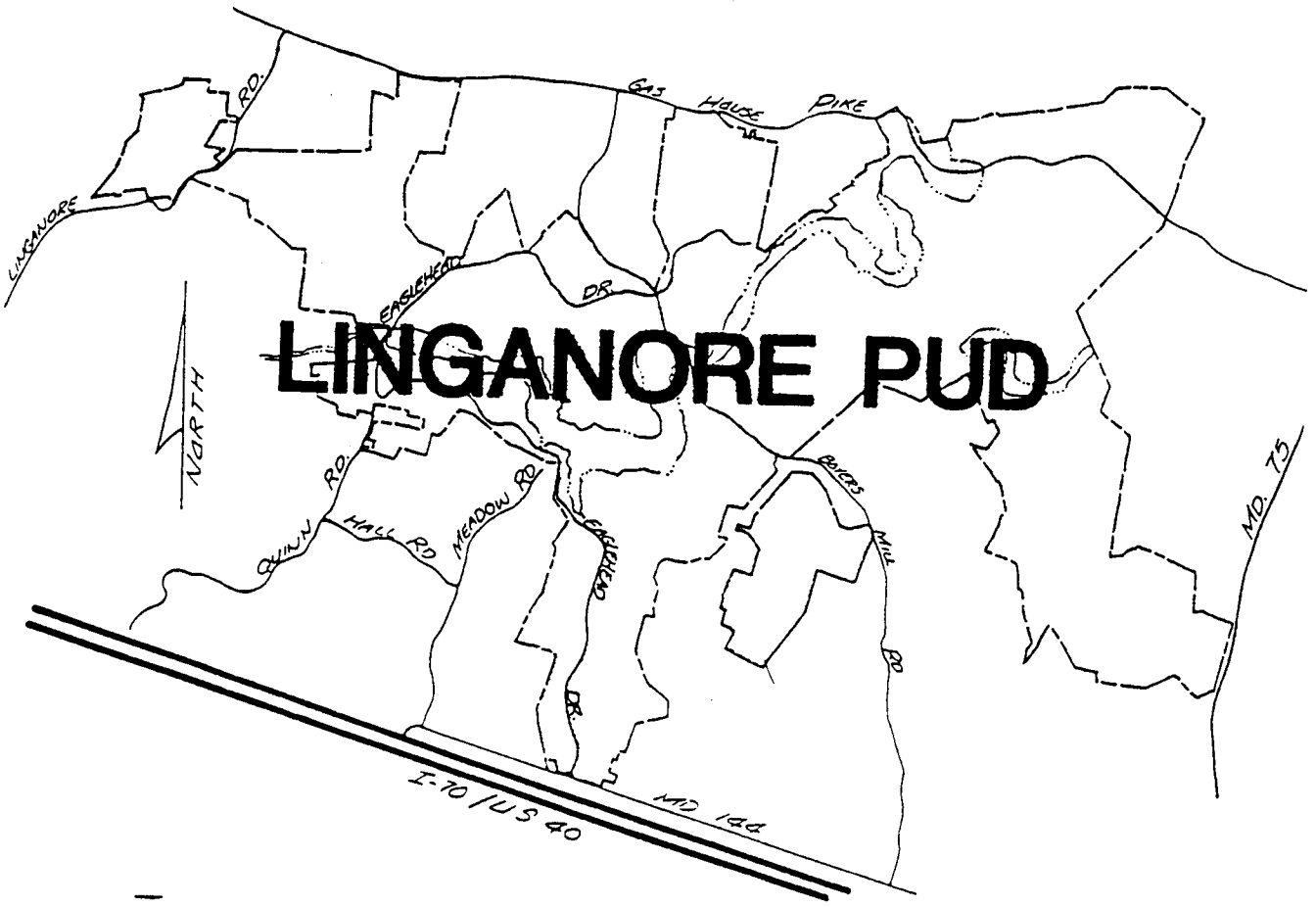
WITNESS my hand and Notarial Seal.

Notary Public

Attachment C

LAKE LINGANORE ASSOCIATION

FcPc - October 9,1991



LAKE LINGANORE AT EAGLEHEAD PUD DEVELOPMENT ISSUES 1991 UPDATE

INTRODUCTION

In December 1986 and updated in October, 1989 the planning staff presented a review of the development issues in the Lake Linganore at Eaglehead PUD in response to increase in development activity. This increase in development activity began after approximately 18 years of relatively limited development due to financial problems of the original developers as well as water and sewer moratorium. In 1986, however, substantial acreage (1,000± acres) was acquired by a single developer and the County had taken over the operation of the water and sewer systems, thus facilitating a renewal of development activity in the PUD.

Since the initial staff report in December 1986, the development activity has increased substantially with the number of housing units in the PUD rising from 115 to over 1,050 existing or under construction. During that 5 year span, housing construction has averaged about 190 units per year with over 450 being permitted in the past 2 years. In addition significant plan approval actions have occurred involving relatively large parcels of land within the PUD. Amid this increased activity within the PUD a number of the development issues identified in 1986 and 1989 reached the point where issues must be resolved and an overall strategy for achieving a well-planned community must be developed and implemented. Of primary concern are issues involving school sites, road access and community facilities; while issues regarding land usage, dwelling unit mix and open space also need to be resolved.

This update on the 1986 and 1989 reports will provide a review of the background of this PUD and the development activity to date. Within this framework, the report will then attempt to identify the issues still to be resolved and provide direction for reaching solutions to the issues.

BACKGROUND

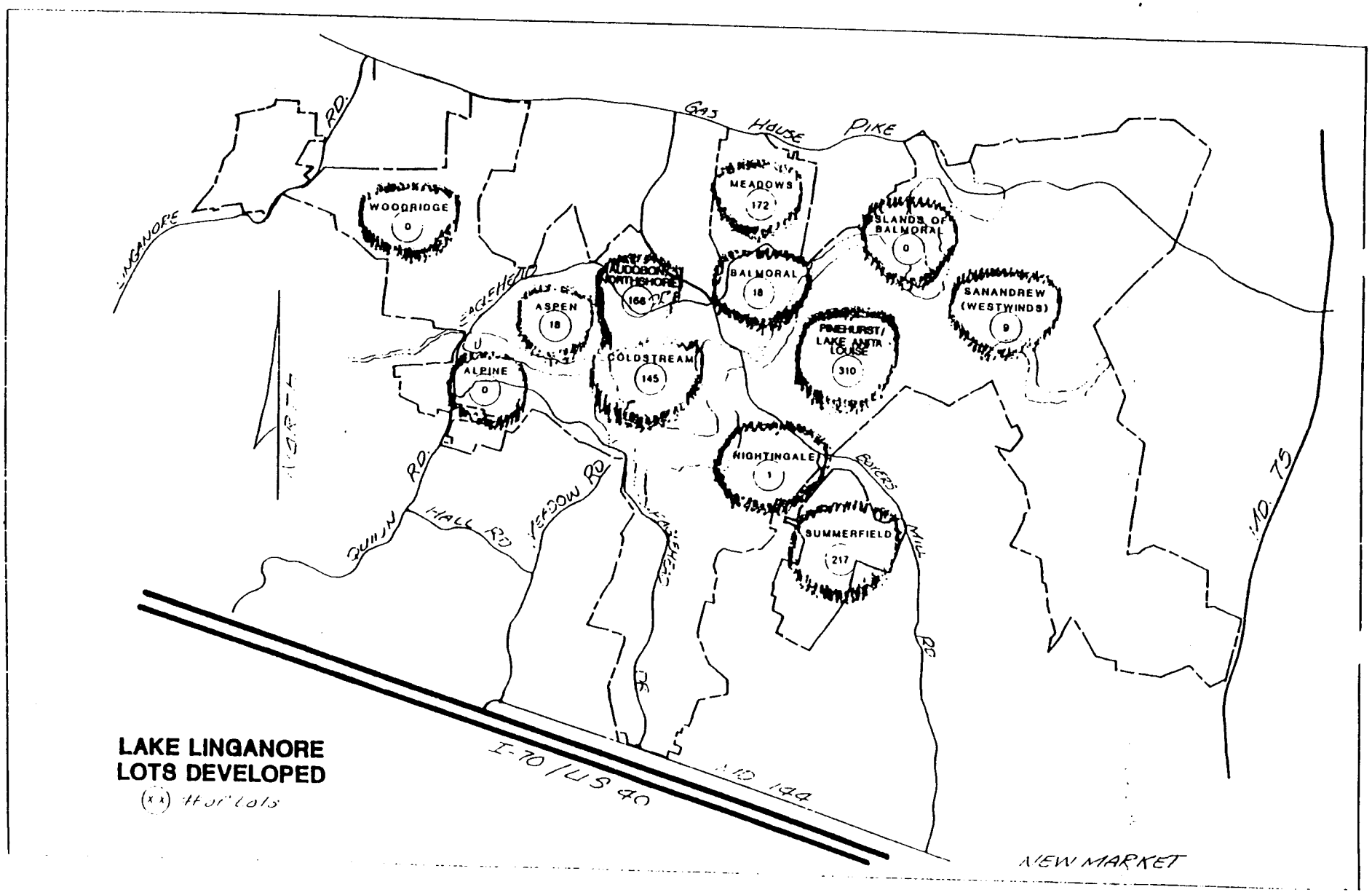
Lake Linganore at Eaglehead (LLE) was approved as a Planned Unit Development (PUD) in July 1968. The original area was 2,200 acres, which was subsequently increased to 3,256 acres in 1970 and finally to its present size of approximately 3,730 acres in 1972.

The PUD was granted a Land Use Intensity (LUI) rating which equated to a gross residential floor area of approximately 13,205,000 sq. ft. or a range of dwelling units from 6,600 to 12,000 depending upon the floor area in each residential unit. Using an average dwelling unit size of 1,500 square feet, this Land Use Intensity rating could result in 8,800 dwelling units.

The PUD plan provided for a mixture of residential types including single-family, villas, garden apartments and towers. In addition to the residential activities the plan proposed areas for village centers, community facilities, commercial activities, open space areas as well as the primary amenity of one large lake and 5 smaller lake areas. The total originally approved area of each land use activity is as follows:

Residential		Other Uses	
Single-family	1,674 acres	Village Centers	31 acres
Villas	375 "	Commercial	188 "
Garden Apts.	253 "	Community Facilities	240 "
Towers	72 "	Open Spaces	610 "
Sub-Total	2,374 acres	Lakes	288 "

Grand Total -------3,731 acres



LAKE LINGANORE LOTS DEVELOPED

(xx) # of lots

In 1978, the TUI rating was abandoned in favor of a more specific density factor due to the fragmentation of ownership that had occurred. The current density factors could result in over 8,800 total housing units including 5,710 single-family, 1,690 villas, 1,170 garden apartments and 320 tower apartment units.

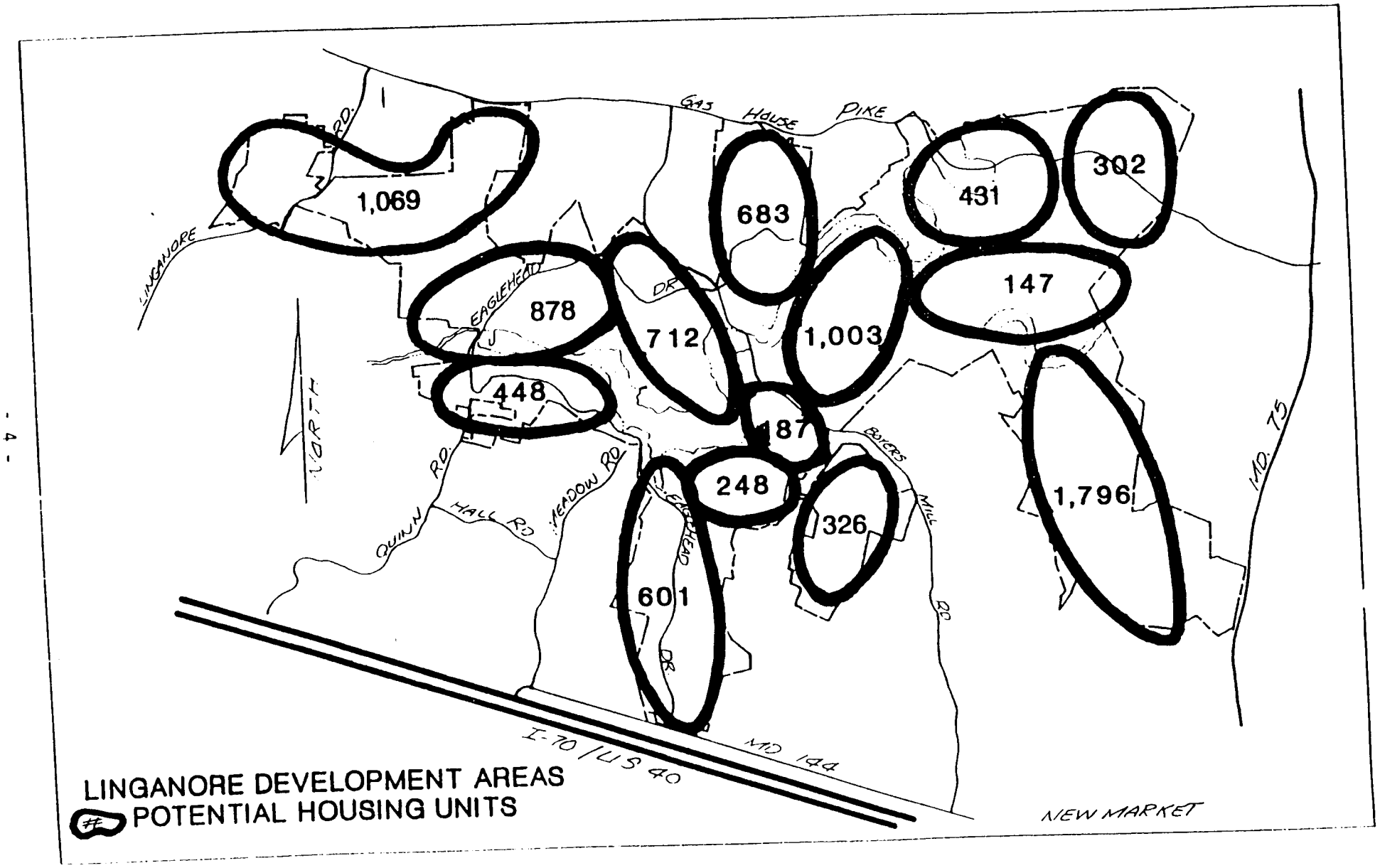
Since the PUD's inception, 3,081 lots of the 8,800 total have been recorded with over 740 lots being recorded in the past 5 years. Of the 3,081 recorded lots, 1,056 have had dwelling units built or currently under permit for construction. Over 440 of these housing units have been constructed in the past 2 years - a further sign of the continued increased level of development activity. The location of the recorded lots and units built is as follows:

DEVELOPMENT ACTIVITY
LAKE LINGANORE AT EAGLEHEAD PUD

EAGLEHEAD SECTION	LOTS RECORDED	LOTS BUILT	LOTS AVAIL
Eaglehd-Alpine	0	0	0
Eaglehd-Aspen	216	15	201
Eaglehd-Aspen North	117	3	114
Eaglehd-Audobon	245	166	79
Eaglehd-Balmoral/Isles	237	18	219
Eaglehd-Coldstream	234	145	89
Eaglehd-Lake Anita Louise	107	62	45
Eaglehd-Meadows	396	172	224
Eaglehd-Nightingale	35	1	34
Eaglehd-Pinehurst	688	248	440
Eaglehd-Sanandrew/Westwinds	159	9	150
Eaglehd-Summerfield	326	217	109
Eaglehd-Wdrdg Retr	99	0	99
Eaglehd-Woodridge	222	0	222
TOTALS---------	3,081	1,056	2,025

The number of lots recorded as well as the number of housing units constructed makes this the single largest active development in the County. Even with this magnitude of current development activity, it should be kept in mind that the already recorded lots represent only 35% of the potential units, while the existing houses represent only 12% of the ultimate number of housing units. In effect when this PUD is "built out" it will represent a community of 20,000 - 25,000 people. This would be one of the largest communities in the County - with Frederick City the largest. The Linganore PUD even rivals or exceeds the Ballenger Creek area in ultimate community size.

In addition to the increased level of building construction and lot recording activity there has been a significant amount of revised Phase II planning and preliminary subdivision approvals. This has included the following approvals:



LINGANORE DEVELOPMENT AREAS
(#) POTENTIAL HOUSING UNITS

DEVELOPMENT PLAN APPROVALS
1986-91

Phase II Plans	Years	Dwelling Units
o Audobon Terrace	1987	229
o Meadow Lake	1988	12
o Aspen	1989	24
o Audobon South	1989	134
o Lake Anita Louise "C"	1989	15
o Nightingale	1989	144
o Pinehurst	1989	0
o Westwinds	1989	431
o Woodridge	1989	1,069
o Westwinds	1990	31
		2,089

Map #	Preliminary Plans	Dwelling Units
1	Audobon Terrace North	229
2	Audobon Terrace South	127
3	Meadows	12
4	Lake Anita Louise	120
5	Aspen "C"	24
6	Lake Anita Louise	14
7	Westwinds Sec. 1B	89
8	Woodridge Sec. 4	176
9	Woodridge Sec. 5	32
10	Woodridge Sec. 6	75
11	Westwinds - Wimbledon Ct.	6
12	Westwinds Pond Ct.	31
13	Lake Anita Louise	10
		945

Site Plans - Non Residential

- o Pinehurst Recreation Center
- o Westwinds Tennis Club
- o Westwinds Country Club
- o Summerfield Community Center

Other significant planning/development events which have occurred during the past 5 years affecting the status of the PUD are as follows:

- o Approval of an interim sewage discharge permit to accommodate 400,000 gallons per day. (1,600 equivalent housing units)

- o Adoption of the Monocacy Sewer Alternative #3 providing for future connection of the Linganore PUD to the Monocacy/Ballenger Sewer System.

- o Approval of a Linganore Regional Water Treatment facility with 2 million gallons per day capacity (8,000 equivalent housing units)

- Major breach in Eaglehead Drive roadway at Linganore Creek severing southern part (Md. 144 entrance area) from northern areas (Coldstream, Aspen) west of Boyers Mill Road.

- Opening of a new segment of I-70 providing for limited and controlled access at Ijamsville Road and E. Patrick Street.

- Initiation of a new County Regional Planning process which resulted in the start of a regional planning effort and comprehensive rezoning for this area in the spring of 1991 and completion one year later.

- The rezoning and/or start of development activities for other major developments in the immediate area adjacent to Linganore PUD including Spring Ridge PUD (1,800 units), New Market West PUD (390 units), Holly Hills (200 units), Preston (109 units), River Oaks (87 units) and Fairways (42 units) developments.

- Adoption of a County policy regarding conditions under which Linganore PUD roads would be accepted as County rather than private roads and the initial request by the Lake Linganore Association (LLA) for the County to accept certain roads. This request is currently pending DPW and Planning staff review.

- Approval of a phasing schedule with the major developer for completion of Eaglehead Drive construction.

- Approval of second future site for elementary school in Woodridge. First site in Summerfield.

- Enabling legislation obtained for special taxing districts to be created for improvements to existing roadways.

- County Commissioners adopt a set of modified road standards for use within the PUD.

All of this increased planning/development activity has heightened the awareness of planning and infrastructure issues within the PUD and created a need to address some of the short and long range needs.

Complicating the planning for Linganore PUD and the resolution of the development issues is the fragmentation of ownership with the PUD. While the PUD was at one time, under the control of a single developer, the financial difficulties encountered in the mid - 1970's left the PUD today with over 1,000 individual lot owners, one major developer and several other developers of parcel sizes ranging from less than 10 acres to over 200 acres. In addition development issues must be addressed in concert with the Lake Linganore Association - (LLA) which is the developer created homeowners association to represent the lot owners within the PUD. All development proposals are referred to the LLA for their comments prior to County Planning Commission action.

The purpose of this report will be to review the status of the development issues identified in the 1986 and 1989 reports and to provide direction for resolving remaining issues.

SCHOOLS

One of the several questions still to be resolved concerning this development is the future location of school sites in LLE. There were six schools sites shown on the approved Phase II dated March 1973, however, the Board of Education staff judged these sites to be unacceptable due to inadequate size or undesirable physical characteristics. The exception being the 21 acre Summerfield site which has been accepted by the BOE. It should also be noted that of the six sites identified in the original approval at least 2 have been eliminated and one relocated as part of recent development actions. Only 1 site (Summerfield) has actually been acquired by the County, although a second site (Woodridge) has been approved by the County as a future elementary site.

The previous report reviewed a long and confusing history of schools site actions with regard to the PUD. The report did identify the potential school site needs in the PUD and recommended general locations for further school site study. The needs identified were based upon the approved Phase II Plan as follows:

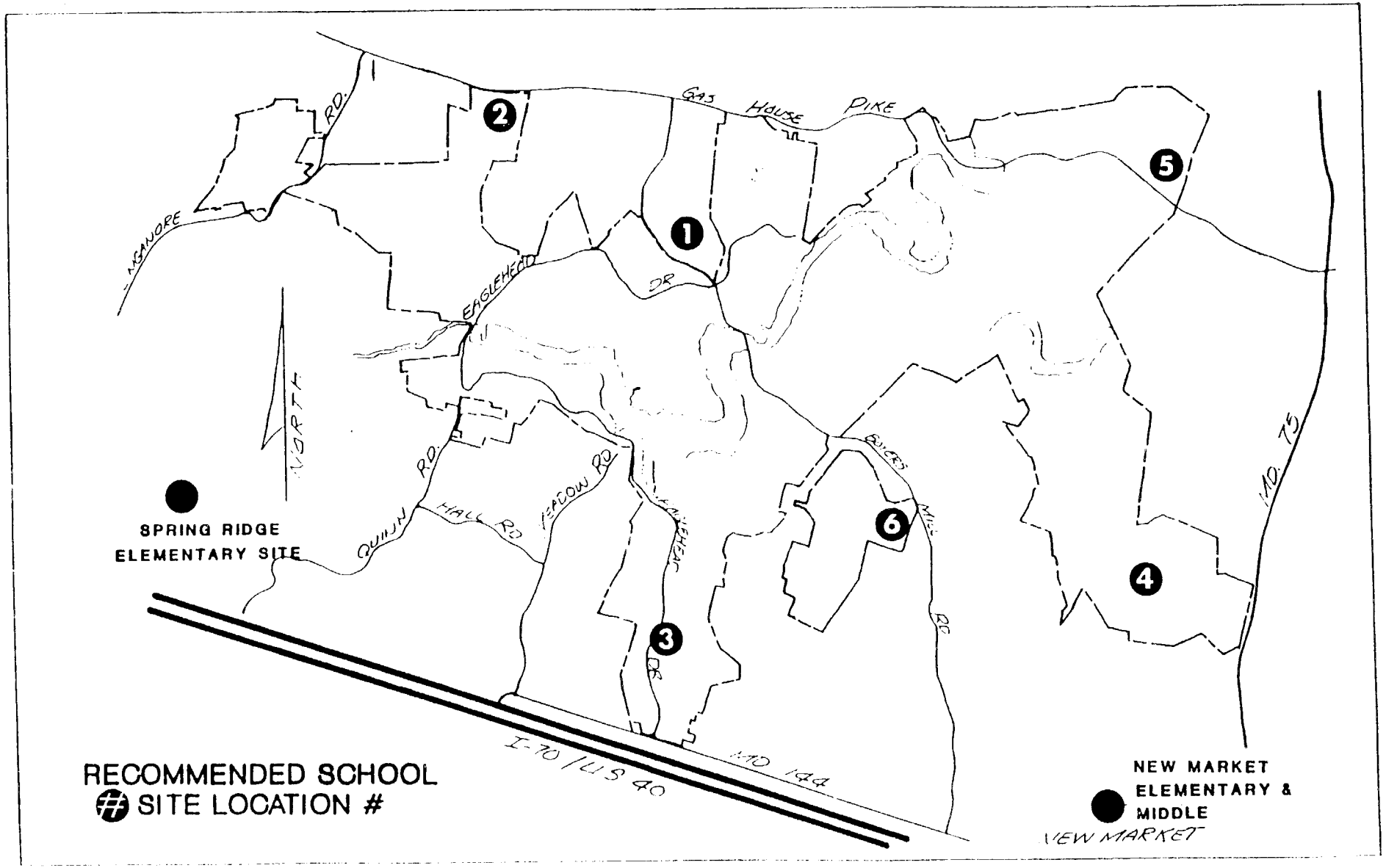
RESIDENTIAL			PUPIL YIELD		
Type	Acres	DU Estimates	Elementary	Middle	High
Single Family---	1673	5705	2168	1312	1654
Villas----------	375	1669	417	200	216
Garden Apts.----	253	1172	164	82	105
Tower Apts.-----	72	320	45	22	29
TOTAL	2373	8866	2794	1616	2004

SCHOOL NEEDS - LINGANORE PUD

School Type	Typical Capacity	Linganore PUD Pupil Yields	School Needs
Elementary	600	2,794	4-5
Middle	900	1,616	2
High	1200	2,004	1-2

Using typical site size criteria, access needs, location factors and proximity to other schools as well as external service needs, seven school site locations were identified in the 1986 report. One of these locations has since been dropped since it was an alternative site that has been replaced. The six locations which were identified are as follows:

#1 - Middle/elementary site ±35 acres - Boyers Mill Rd. area north
#2 - Elementary site ±15 acres - Gas House Pike area west-Woodridge
#3 - High/middle site ±65 acres - Eaglehead Dr. south
#4 - Elementary site ±15 acres - Southeast area west of Md. 75
#5 - Elementary site ±15 acres - Gas House Pike are east
#6 - Elementary site ±20 acres - Boyers Mill Rd. area - Summerfield



RECOMMENDED SCHOOL
SITE LOCATION

Based upon this evaluation, there were 6 sites designated for 5 elementary schools, 2 middle schools and one high school.

In total, the acreage of the 6 sites amounts to 165 acres. One or two of the sites may need to be located just outside the PUD boundary if the developers cannot provide acceptable sites within the current PUD. While two of the sites have already been provided by developers at least 3 of the sites will need to be provided by the single major developer in the PUD while the other 2 site will come from other PUD land holdings. It should be noted that the PUD regulations require dedication by developers of at least 90 acres of school site. This school site acreage would be combined with at least 70 acres of the total PUD parkland requirements which would be used jointly as part of the County's park/school concept. Thus in total the developers would be required to dedicate a total of 160 acres for park/school sites, which is approximately 5 acres less than the required needs.

SCHOOL RECOMMENDATION: Of the total of six sites and 165 acres needed for future park/school complexes in the PUD, only two sites (#6 and #2) of 45 acres has been provided. There is still a need to identify and approve 4 sites comprising at least 120 acres for 3 elementary, 2 middle and 1 high school site. In order to meet this need for school sites, the following is proposed:

1. Planning and BOE staff work with developers and Linganore Association to identify specific sites.

2. Within six months the Phase II Plan for the Linganore PUD be amended to identify the new sites and delete the old sites.

3. A timetable be developed as to when the school sites will be transferred to the County.

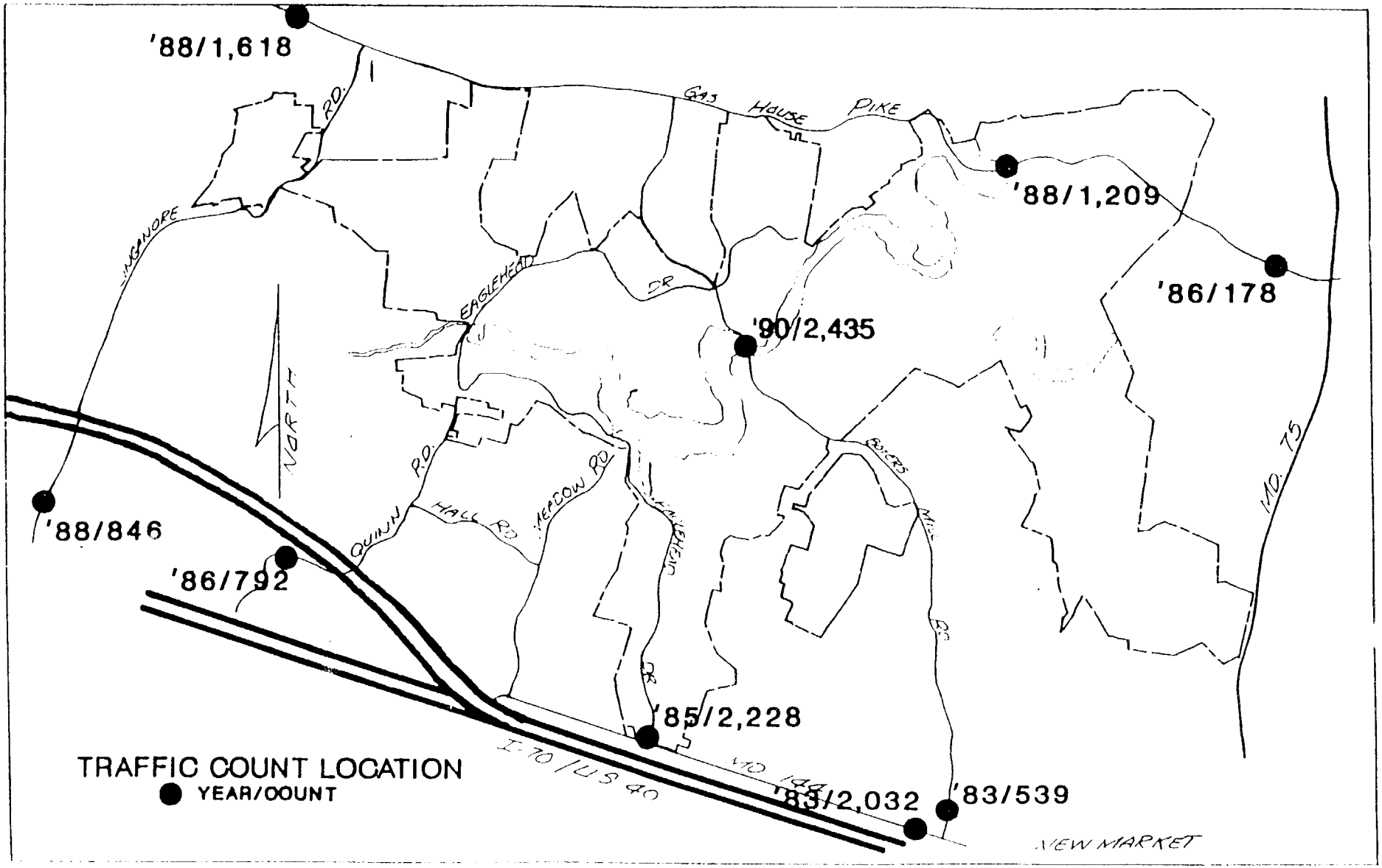
4. No new Phase II Plan revisions be approved until the school site issues have been resolved.

ROADS

Several issues were identified in the 1986 report concerning the road system within the Lake Linganore PUD. These include the extent of private versus public ownership, the road cross-section and construction standards, and what to do with existing versus proposed roads.

Lake Linganore was originally proposed as a community with private roads except for the existing County roads which provided access to or through the development. It was recognized that these roads would have to be upgraded and road standards set for the private roads in order to accommodate the expected development. A set of road standards was proposed in 1968 for the traffic expected from the development of seasonal and permanent homes in this recreational community.

These road standards, particularly in areas of dense single-family as well as villa, townhouse, garden apartment and tower development would be inadequate to accommodate the vehicular needs including travel lanes, on-street parking, shoulders, emergency access and public service needs such as snow removal and trash disposal. Based upon a total community of 8,800 housing units, an


'88/1,618
'88/1,209
'86/178
'90/2,435
'88/846
'86/792
'85/2,228
'83/2,032
'83/539
GAS HOUSE PIKE
EAGLEHEAD DR
NORTH
QUINN RD
HALL RD
MEADOW RD
BUYERS MILL RD
MD. 75
I-70/US 40
MD 144
NEW MARKET
TRAFFIC COUNT LOCATION
YEAR/COUNT

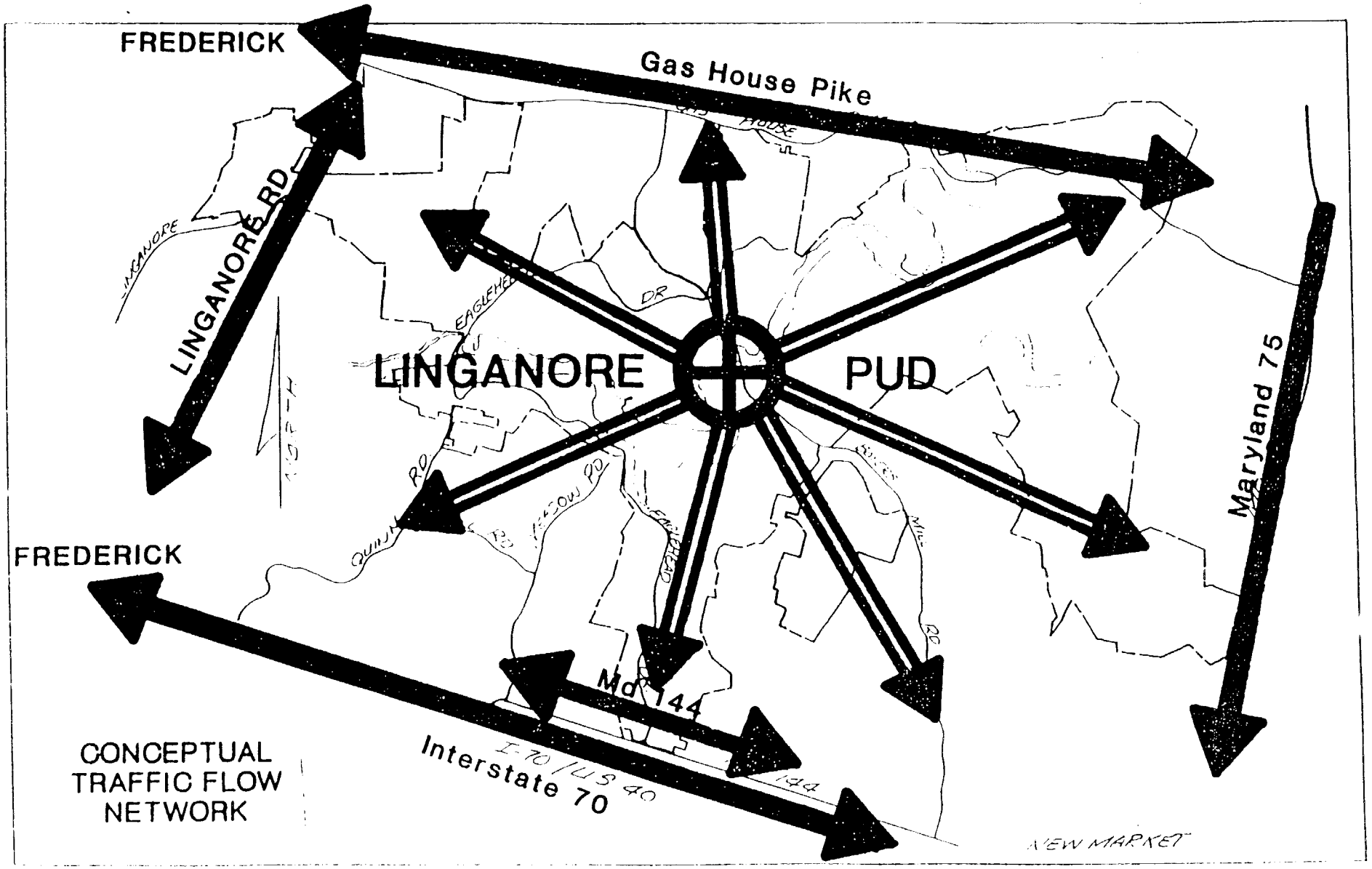
average daily traffic of at least 75,000 vehicle movements will have to be accommodated throughout the community's road system. This would also be increased by the extra traffic generated by 190 acres of planned commercial activities. As one can readily see the magnitude of the traffic could be substantial depending upon how and where it is distributed. It is however apparent that roads such as Eaglehead Drive, Boyers Mill Rd., Gas House Pike, Linganore Rd., Md. 144 and even Md. 75 will have to accommodate a substantial portion of the traffic activity.

Traffic count data for the area roads serving the Linganore PUD have shown dramatic increases during the past 5 years as development intensifies. Boyers Mill Road traffic increased by over 219% from 1984-90 and continues to increase today. Gas House Pike traffic has increased by 24% between 1984-88. While Linganore Road traffic has only shown a moderate increase (24%) between 1984-88 it will certainly increase substantially when the connection from the Woodridge section of the PUD is made. The area traffic counts are as follows:

Linganore PUD Area Traffic Counts

Road	Date	Traffic Count
Boyers Mill Rd.		
at Linganore Creek	'72----	230
	7-'84----	762
	6-'87----	1,245
	9-'90----	2,435
north of Md. 144	4-'83----	539
Gas House Pike		
at Linganore Creek	7-'84---	356
	7-'88---	1,209
at Monocacy River	'72---	760
	8-'84---	1,393
	7-'88---	1,618
west of Md. 75	'86---	178
Linganore Rd.		
at Linganore Creek	6-'86-----	684
north of Md. 144	6-'88-----	846
Md. 144		
east of Eaglehead	2-'85-----	2,228
at Boyer's Mill Rd.	4-'83-----	2,023
Quinn Rd.		
North of Md. 144	4-'86-----	792
Yeagerstown Rd.		
South of Boyers Mill	3-'86------	44

Regarding the issue of private versus public roads it is the staff opinion that a community of 20,000 - 25,000 people cannot exist in a vacuum by itself with a totally private road system. The issue of school access alone warranted consideration of a network of at least County owned and maintained Collector streets. These would be in addition to the existing County roads which would have to be upgraded as the community develops. A system of public Collector roads is the minimum needed to provide movement through all of the major residential areas. The reality of a community of 25,000 people being able to maintain a private system is not very likely unless municipal incorporation or some other very structured form of "government" occurs. The County in 1988 recognized this problem of public versus private roads and adopted a policy which provides for County acceptance of Linganore PUD roads when constructed to specific modified standards which were established for existing platted roads as well as newly proposed roads having to meet the County Design Manual. The Board of Directors of the Linganore Association was also authorized by its membership to transfer platted roadways to the County. The Linganore Association has recently submitted a list of roads for acceptance into the County system. This request is undergoing staff review at this time.


FREDERICK
Gas House Pike
LINGANORE RD
LINGANORE
PUD
Maryland 75
FREDERICK
Md 144
Interstate 70
CONCEPTUAL
TRAFFIC FLOW
NETWORK
BALTIMORE &
WASHINGTON AREAS

Now that the issue of public versus private roadways has been established in policy direction, there is a more significant roadway issue involving the overall transportation network planning. This must include the internal PUD roadway system as well as the external roadway system to carry the PUD traffic to external commercial, employment and community based activity centers. On the approved Phase II plan, it is clear that Eaglehead Drive is a major transportation link in the western part of the PUD. It is also clear that there is to be a major relocation of Gas House Pike and Md. 144 as an east-west links and the use of Boyers Mill Rd. and Linganore Rd. as a north-south links. Beyond these proposals it is not clear as to what the other major roadways links should be, especially in the eastern, western and central parts of the PUD. What is even more unclear is by whom and how will the needed road improvements be made to accommodate a community of 20,000-25,000 people generating at least 100,000 vehicle movements per day.

A conceptual diagram of the PUD and the external traffic desire lines indicates that several very important traffic movements are required for the ultimate development of this community. What is also apparent is that the existing and planned roadway networks will require substantial improvements and financial committments to achieve the ultimate highway system.

Road Recommendations

1. The planning and public works staffs meet with the major developers and Linganore Association to identify roadway system issues to be resolved and traffic data needs to be developed.

2. Within six months, a traffic impact study be provided by the major developers to assess the overall traffic deficiencies and needs of the PUD at ultimate build out.

3. Upon identification of the traffic needs both internal and external to the PUD, the Phase II Plan be revised to delineate the results.

4. Once the needs are identified, a schedule be developed for providing the major street network including developer as well as County CIP funded projects.

5. The special taxing district be utilized wherever possible to improve existing, substandard roadways to the modified County standard for possible acceptance into the County road system.

6. All other possibilities of road improvement funding within and external to the PUD be explored including, developer road clubs, impact fees and public-private partnerships.

7. No new revised Phase II Plans be approved until the traffic impact study is completed and timetable established for implementation of these recommendations.

Staff Note: The Planning & DPW staff in conjunction with the Frederick City, State Highway and Wash COG staffs have established computerized traffic modeling capabilities. This system would permit the testing of County, City and State road networks for deficiencies based upon planned land use activities. This system is in the early operational stages and will aid in evaluating the traffic network in the region around the Linganore PUD.

COMMUNITY FACILITIES

While the Approved Phase II plan identifies 240 acres for community facilities, this includes about 140 acres in school sites, thus leaving less than 100 acres in 4 locations for other community facility needs. In looking at the Phase II plan map it appears that these 4 areas are probably even less than 40 acres in total and already includes areas utilized for the existing sewage treatment plant and an existing (Coldstream area) as well as two proposed (Summerfield and Pinehurst) community recreation centers and swim pools. In addition one of the community facilities areas (Meadows) was relocated as part of approval of a single-family development. While these existing and proposed community facilities areas will greatly assist in meeting the short range community center/swim pool needs, very little acreage remains for a variety of other community facility and major recreational needs.

In particular a community of 25,000 people should have land set aside for 1-2 fire stations, police or sheriff's patrol office, branch library, health clinic, and at least 2-3 community park/recreation areas of 20 to 30 acres in size each. The community recreation areas would not include tot lots or local recreation areas within the individual development areas. The County's current parkland dedication and PUD standards would require a minimum of 150 acres of local or neighborhood recreational land for 8,900 housing units. At least 70 acres of this amount will be met in conjunction with the joint park/school facilities. While the staff recognizes the recreational features of the 288 acres of lakes this is only one facet of the recreational needs of a planned community of this size. Provisions must be made for the more conventional yet often demanded facilities such as ballfields, picnic areas, swimming pools, etc. in sufficient amount for 25,000 people. The Linganore Association has requested that the County Planning staff assist them in developing a long range plan for community facilities within the PUD.

In order to put into proper perspective the long term community facility needs, it should be noted that the ultimate buildout of the PUD would be equivalent in community needs to 5 times the size of Brunswick; greater than all existing incorporated Town areas; and similar to Frederick City in the late 1970's. The magnitude of the community's facility needs are very inadequately addressed in the Phase II Plan which is lacking any sense of details on the facilities excepting the school areas.

Community Facilities Recommendation: In order to adequately plan for future short and long range community facilities within the PUD, the staff would recommend the following:

1. The Planning staff in conjunction with other County staff work with the Linganore Association and developers to identify the full range of community facilities needed within the PUD.

2. Within six to nine months, a Phase II amendment be proposed to identify and locate specific community facilities sites within the PUD.

3. A timetable be established for when and how the community facilities sites will be provided and who (Developer, Association and County) will have the responsibility for construction of the facilities.

4. No new revised Phase II development plans be approved until the community facilities needs are identified and the existing Phase II plan amended.

OPEN SPACE

The PUD concept has inherent in it a system of open space which should far surpass that of conventional developments since the PUD concept of clustering and density area developments should result in added open space. In this respect the 288 acres of lake area serves to meet part of the open space as well as recreational needs.

Under the initially approved Land Use Intensity (LUI) concept, the open space ratio was directly related to the total amount of building floor area. Under this concept a substantial amount of the PUD would have been left in open space. Under the current PUD regulations at least 30% of the total land area should be left in open space. This would amount to about 1,120 acres. The approved plan indicates that there is about 900 acres of lakes and major open space including the golf course. This leaves at least 200 acres which must be provided for within the individual residential developments or about 8-10% within each development area. Since the lakes and golf course account for about 400 acres, the staff would question the extent of the open space acreages shown on the plan as possibly being substantially less than the 900 acres listed. These acreages and ratios will have to be checked before a final ratio of open space can be established for each individual development area. In addition some provision may need to be made for an open space ratio that requires a higher % within the villas and apartment areas and a lower % within the single-family and low density residential area.

Open Space Recommendation: In order to adequately assess if the open space needs of the PUD are being met, the following is proposed:

1. Staff determine, with better accuracy, the amount of open space areas shown on the existing approved Phase II Plan and the amount of open space already dedicated.

2. Based upon the above findings, the staff prepare recommendations for future open space dedication ratios within development areas to meet the specific residential open space needs of each development proposal.

3. No new preliminary plans be approved with less than 15 to 20% internal open space until the new open space ratios have been approved.

WATER/SEWER

The initial concept for the PUD as a recreational and seasonal home community included a private community water and sewer systems operated by the developer. Over time, as financial and other problems evolved, the ability of the private water/sewer system to meet the needs of the PUD were substantially curtailed. Finally a sewer moratorium was declared and development halted until the financial and health related problems were resolved. Subsequently, the system was operated by Phoenix Corporation which was a subsidiary of one of the major financial interests in the PUD. After a few years of operation by Phoenix, the County took over the operation of the water and sewer systems in 1985. Since that time the County has worked to improve the reliability and availability of the water and sewer systems in the PUD. Recent actions by the County have resulted in both short and long term improvements to the system:

- Relocated sewage point of discharge was approved to permit up to 400,000 gallons per day (1,600 equiv. units)

- Plans were approved for a sewage interceptor connector to the Monocacy Bypass, which will serve the ultimate needs of the PUD as well as the Linganore region.

- Approval of a regional water treatment facility with capacity of up to 2 million gallons/day. (8,000 equivalent units)

- A 424,000 gallons per day combined water supply capacity for Lake Linganore and Spring Ridge PUD's was approved by the State and governs sewage allocations.

The official 1990 average flow at the Linganore STP was reported at 114,000 gallons per day. The official combined flow for Spring Ridge and Linganore for 1990 was listed at 129,000 g.p.d. This total sewage flow is controlled by the combined water allocations (424,000 gpd).

While these public works proposals go a long way in addressing the ultimate water and sewer needs of the PUD, there are still potential issues involving ultimate water service for the PUD and surrounding area as well as monitoring the rate and timing at which the existing and planned water/sewer facilities are being utilized.

Water/Sewer Recommendations: In order to properly address the short and long term water and sewer needs of the PUD, the following are recommended:

1. The Public Works and Planning staff review the ultimate water/sewer service area and needs for the Linganore PUD and surrounding development areas.

2. The staff prepare proposals for meeting the long range water supply needs of the Linganore development area and amend the County Water/Sewer Plan to reflect these needs.

LAND USE & DENSITY

The LUI ratio was abandoned and a density factor established in 1978, primarily due to the fragmented ownership pattern which occurred. This density factor was again modified in 1986 to convert the villas from floor area to dwelling units per acre. The approximate land use densities and dwelling unit potential is as follows:

Residential Type	Density Factor	Acreage	Dwelling Unit Potential
Single-Family	3.41 d.u./acre	1674	5,708
Villas	4.5 d.u./acre	375	1,688
Garden Apts	5,563 sq. ft./ac	253	1,172
Towers	5,563 sq. ft./ac	72	320
		2,374	8,888

As part of the change to a density factor, the County also made provisions for the transfer of density from one geographic area to another. This transfer provided as follows:

"A developer could transfer square footage from one area to another or arrange to obtain another owner's square footage. A site plan and square footage transfer agreement would have to be approved prior to the submission of a Phase III plan as a revision to Phase II".

The density transfer issue has since been clarified to include the following guidelines:

- All transfers would be at the sole discretion of the Commission after evaluation of the proposal.
- Any density transfer proposal would have to be considered as part of or prior to preliminary plan review for single-family and villas and site plans for apartments.
- Density transfers would be approved only for increasing the density of apartment/tower areas.
- Density transfers involving single-family and villas areas could not increase the density of villas and single-family beyond the PUD density factor.

A second issue involving land usage is the mixture of residential housing types. The original PUD plan provided for the following housing mix:

	Units	% Mix
Single-family	5,710	64
Villas	1,690	19
Apartments	1,170	13
Towers	320	4
TOTAL	8,900	100%

While the housing unit mix was reflective of the needs and housing markets envisioned when the plan was approved in the late 1960's, the actual mixture is changing as developers submit revised Phase II plans in response to perceived market needs. Of the 1,056 housing units authorized so far the vast majority (79%) have been single-family detached (833 units). About 14% have been in townhouses (145 units) and 7% in apartments (78 units). There have also been a few duplex units in the Pinehurst section as well as some single-family lots being of the zero lot line design. While the construction has been predominantly single family, the recent revisions to Phase II plans have reflected additional changes in the dwelling unit mix. This data however has not been monitored with respect to the impact on the overall housing unit mix for the PUD.

Finally, another land issue which has occurred involves commercial and industrial designations. The issue of designating "limited" commercial areas within the PUD in addition to the general commercial locations has recently been addressed by the Planning Commission. Their action was to eliminate the limited commercial designation from the PUD regulations. On the issue of office/industrial land designation, there was a previous proposal to add this land use category to the plan. The proposal became very controversial and was ultimately withdrawn. The staff does feel, however, that a community of 20,000-25,000 people should not be a complete bedroom environment with no employment opportunities. At some future date consideration should be given to designating "potential" areas for office/employment activity either within or adjacent to the existing PUD.

Land Use Recommendations: In order to address the land use issues raised the following is proposed:

1. The overall Phase II plan indicate the number of housing units to be allowed in each residential development area and the Phase II plan reflect any approved transfer of density.

2. The overall housing type mix be determined based upon Phase II amendments to the original plan. A guideline should be established for a range of housing unit mix by type to be achieved in the PUD.

3. The extent of acreage and location of commercial areas be reviewed to determine their appropriateness in light of other Phase II land use changes and proposed changes in the major street network.

4. The issue of potential future office/employment land usage within or adjacent to the PUD's be evaluated and goals or guildelines for such activities be set.

CONCLUSION

While several development issues have been addressed in the past 5 years, other very significant issues identified in the 1989 report are still in need of attention. The staff recommendations are considered a starting point to create discussion and pursue solutions on the issues. The staff would recommend that sub-committees be established to address each of the functional planning issues (ie land use, community facilities etc.) to implement the recommendations of this report. These sub-committees would consist of planning staff as well as other County agencies, the Linganore Association, and developers and residents of the PUD.

§ 3-102. Legislative intent; purpose; construction.

(a) *In general.*- To assist with the preservation, improvement, and management of the quality of air, land, and water resources, and to promote the health and welfare of the citizens of the State, it is the intention of the General Assembly in enactment of this subtitle to provide for dependable, effective, and efficient water supply and purification and disposal of liquid and solid wastes, to encourage reductions in the amount of waste generated and discharged to the environment and the generation of energy and the recovery of useable resources from such waste to the extent practicable; to encourage private sector participation in environmental protection; and to serve its political subdivisions and economic interests. For these purposes, the General Assembly creates an instrumentality of the State constituted as a body politic and corporate to provide water supply and waste purification and disposal services in compliance with State laws, regulations, and policies governing air, land, and water pollution to public and private instrumentalities, and with safeguards to protect the autonomy of the political subdivisions and the rights of the private entities it serves. It is also the intent of the General Assembly that the instrumentality may not participate in competitive bidding with the private sector to provide its services.

(b) *Liberal construction.*- This subtitle shall be liberally construed to effect its purposes. However, nothing contained in it shall restrict any control which the Departments of the Environment and Natural Resources, or of their units, are empowered to exercise over any water supply, wastewater purification or solid waste disposal project authorized by this subtitle, nor interfere with or affect the operation of existing wastewater purification, water supply, or solid waste disposal projects found by the Secretary of the Environment to be adequately and lawfully operated by municipalities having jurisdiction or responsibility for them, except by their express consent and agreement.

(c) *Construction as to zoning or land use planning authorities.*- Nothing in this subtitle shall be construed to alter, change, or modify the zoning or land use planning authority of any municipality or public instrumentality or cause a municipality or public instrumentality to take action inconsistent with the county solid waste management plan required under Title 9, Subtitle 5 of the Environment Article.

[An. Code 1957, art. 33B, §§ 1, 28, 29; 1973, 1st Sp. Sess., ch. 4, § 1; 1986, ch. 5, § 1; 1987, ch. 306, § 3; 1989, ch. 815; 1993, ch. 196, § 1.]

University of Baltimore Law Review. For comment concerning federal, State and local regulation of hazardous and nonhazardous waste management, see 17 U. Balt. L. Rev. 114 (1987).

Quoted in Maryland Port Admin. v. QC Corp., 310 Md. 379, 529 A.2d 829 (1987).

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§ 3-106. Creation and continuation of wastewater purification and solid waste disposal service regions and districts; five-year plans.

(a) *Determination of region boundaries; bases.*- The Director, after consultation with the Secretary of Natural Resources, the Secretary of the Environment, the Director of Planning, and the municipalities affected, shall determine appropriate boundaries for water supply service regions, wastewater purification service regions, and solid waste disposal service regions. Service regions shall be based upon needs set forth in, and provide integration of, approved State-county master plans for water and sewerage or solid waste disposal, adopted pursuant to the Environment Article, but also may take account of other plans and studies.

(b) *Establishment of priorities and formal designation of regions.*- As soon as possible after the determination of appropriate boundaries, the Director, after consultation with the municipalities affected, shall establish priorities for designating water supply service regions, wastewater purification service regions, and solid waste disposal service regions and formally designate the regions.

(c) *Designation of identical regions; inclusion of any part of State in only one of each class of region.*- Identical service regions need not be designated for water supply, wastewater purification and solid waste disposal projects. No part of the State may be included in more than one of these service regions.

(d) *Surveys, plans, studies and estimates; preparation and content of five-year plans.*- As soon as possible after designation of a service region, the Service shall cause surveys, plans, studies, and estimates to be made, and after consultation with the municipalities located within the service region, prepare a five-year plan for each service region for the most effective and economical means of providing water supply, wastewater purification and solid waste disposal projects. In preparing a five-year plan, the Service shall consider the effects of public versus private ownership of water and wastewater facilities upon the provision of dependable, effective, and efficient water and wastewater services. Except as required by an order of the Secretary of the Environment under § 3-109 or § 3-110 of this subtitle, the five-year plans shall be consistent with the approved county water and sewerage plans adopted in compliance with Title 9 of the Environment Article. The five-year plans shall designate the existing facilities or portions that are to be transferred to the jurisdiction of the Service; improvements to and extension of existing facilities; construction of new water supply, wastewater purification, and solid waste disposal projects; proposed methods of acquisition, ownership, and operation by the Service or by affected municipalities and persons, or both together with anticipated expenditures, sources of revenue, and charges for projects to be levied against municipalities, persons, and property; and related matters the Service finds necessary or convenient.

(e) *Adoption of five-year plans; prerequisites thereto; outstanding bonds or notes.*-

(1) The Service may adopt a five-year plan only after at least one public hearing in each of the counties affected. At least 60 days before a hearing, the proposed five-year plan shall be submitted

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for review and comment to each county, to each municipality which owns or operates a public facility affected by the plan, and to the Secretaries of Natural Resources and the Environment and the Director of Planning. A five-year plan can be adopted by the Service only after it is submitted to and approved by resolution of the governing body of each county and after consultation with the governing body of each municipality which owns or operates a public facility affected by the plan, or if the plan is not approved by each of the appropriate governing bodies within 120 days following submission of the plan for approval of the governing bodies, after the plan is approved by joint resolution of the General Assembly. If a joint resolution of the General Assembly approving a five-year plan contains any amendments or modifications to the plan, those amendments and modifications repeal the plan to the extent of any inconsistency. The provisions of this subtitle do not authorize the Service to take any action which would be inconsistent with the amendments or modifications without the approval of the governing body of each county and after consultation with the governing body of each municipality which owns or operates a public facility included within the plan.

(2) Notwithstanding any other provision of this subtitle, if any bonds or notes issued by the Service with respect to a project in a service area are outstanding and unpaid, any 5-year plan, contract, or charges relating to a service district or project may not be amended, terminated, or reduced, as the case may be, without the written consent of the Service, and any 5-year plan, contract, or charges to the service district remain in full force and effect so long as any such bonds or notes remain outstanding and unpaid.

(f) *Establishment of service districts; acquisition of facilities and maintenance and operation of projects.*- Upon adoption of a five-year plan by the Service, service districts shall be established in the manner and following the schedule set forth in the plan. Immediately thereafter, the Service shall proceed with the acquisition, extension, and construction of facilities set forth in the plan and assume jurisdiction over and provide for the maintenance and operation of water supply, wastewater purification and solid waste disposal projects included in the plan, for those projects within the service region and districts placed under the jurisdiction of the Service by the plan.

(g) *Contracts with municipalities and persons within districts; stipulations.*- The Service may enter into contracts with municipalities and persons within a service district and stipulate the projects to be provided, the amount of compensation for acquiring existing projects, the charges to be apportioned to the municipalities and persons, the manner of repaying the Service for these charges, and the effective date or dates the Service will initiate the provision of projects.

(h) *Transfer of existing projects to Service; compensation for projects.*- Existing projects providing water supply, wastewater purification and solid waste disposal services, including all rights, easements, laboratory facilities, vehicles, records and all other property, equipment, and furnishings necessary and normally associated with the operation of the facility, shall be transferred to the sole ownership of the Service at the time designated in the five-year plan. Compensation for existing projects may be based on the original cost of the project minus an allowance for depreciation, or on other terms and conditions satisfactory to the municipality or person transferring the project. All costs and obligations assumed by the Service incidental to the

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transfer of ownership of an existing project shall be included in the charges apportioned to the service district.

(i) *Biennial revision and readoption of five-year plans.*- The Service shall review, update, and readopt the five-year plan for each service region biennially after review by the municipalities and persons concerned. The five-year plan may be updated and readopted by the Service only after at least one public hearing in each of the counties affected. Upon updating and readopting, the Service shall take the actions necessary to implement the revised plan.

(j) *Extension of service region or district boundaries; combining regions or districts; combining, abandoning, and modifying projects.*- The Service by formal action, and after consultation with the municipalities affected, may extend the boundaries of service regions or districts, combine two or more service regions or districts or parts thereof and combine, abandon, extend, enlarge, improve, or make any other modification of projects serving one or more service districts, but no change may diminish any existing level of service rendered to the district or districts concerned.

(k) *Responsibilities of Service - Special provisions as to wastewater purification service districts.*- Within a wastewater purification service district, the Service is responsible for the purification and disposal of liquid waste as set forth in the five-year plan, including the residue resulting from purification, that is delivered to the Service projects through the sewer pipes of any municipality or person in the service district, except that the Service may exclude or require preconditioning of any waste that might otherwise be harmful to structures or purification processes or endanger the health or safety of workers. Within the service district no municipality or person may discharge liquid waste onto the surface of the ground or into the waterways of the State except through the projects of the Service or of a municipality or person designated by the plan or under reasonable conditions the Service stipulates.

(l) *Same - Solid waste disposal service districts.*- Within a solid waste disposal service district the Service is responsible for the disposal of solid wastes as set forth in the five-year plan. Within the service district no municipality or person may dispose of solid wastes except through the projects of the Service or of a municipality or person designated by the plan, or under reasonable conditions the Service stipulates.

(m) *Same - Supply and distribution of water under five-year plan.*- Within a water supply service district, the Service shall be responsible for supply and distribution of water as set forth in the five-year plan.

(n) *Projects not within five-year plan.*- With the consent of the county or municipal corporation in which a project is to be located, the Service may implement a project not provided for in the five-year plan adopted under this subtitle, service region, or service district established under this section or if no five-year plan, service region, or service district has been established.

[An. Code 1957, art. 33B, § 5; 1973, 1st Sp. Sess., ch. 4, § 1; 1976, ch. 643; 1982, ch. 770, § 4; 1987, ch. 306, § 3; 1989, ch. 540, § 1; ch. 815; 1993, ch. 196, § 1; 1995, ch. 407.]

Effect of amendments. The 1995 amendment, effective July 1, 1995, reenacted (a), (b), (c), and (f)

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without change; in (d), substituted "Except as required by an order of the Secretary of the Environment under § 3-109 or § 3-110 of this subtitle, the five-year plans shall be consistent with" for "The five-year plans shall give due consideration to the need for water supply and wastewater purification projects included in" in the third sentence and substituted "persons, and property" for "and persons" in the last sentence; added (e) (2); and substituted "may" for "shall" in (g).

Stated in Northwest Land Corp. v. Maryland Dep't of Env't, 104 Md. App. 471, 656 A.2d 804 (1995).

Cited in Chesapeake Bay Village, Inc. v. Costle, 502 F. Supp. 213 (D. Md. 1980); Howard County v. Davidsonville Civic & Potomac River Ass'ns, 72 Md. App. 19, 527 A.2d 772, 311 Md. 286 (1987).

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Attachment F

Planning
Site Engineering
Transportation
Environmental
Surveying/Mapping

Greenhorne & O'Mara, Inc.
9001 EDMONSTON ROAD GREENBELT, MARYLAND 20770 PHONE 301-982-2800 FAX 301-220-2483
Founded in 1950

December 11, 1997

Maryland Environmental Service
2011 Commerce Park Drive
Annapolis, Maryland 21401

Attention: Ms. Christine Hartmann

Reference: Lake Merle Dam

Dear Ms. Hartmann:

Please find enclosed one (1) copy of the revised description of work and cost estimate for the Lake Merle Dam Rehabilitation Project.

Please contact us if you have any questions.

Sincerely,
GREENHORNE & O'MARA, INC.

Rand L. Postell

Rand L. Postell, P.E.
Senior Project Manager

Enclosures

cc: John Kendall, Lake Linganore Association

RLP\kdo\3746\mcsrevs2.doc

DESCRIPTION OF WORK
December 10, 1997

Lake Merle Dam Rehabilitation

Construct sediment control measures. Clear and grub downstream face of dam. Remove unsuitable material from downstream face of dam and grade to proposed subgrade. Locate and test the existing toe filters. Replace unsatisfactory portions of toe filters. Construct gabion slope protection. Place topsoil over gabion protection and vegetatively stabilize. Remove existing pavement along top of dam and construct new pavement, curb and gutter, and sidewalk. Vegetatively stabilize all disturbed areas and remove sediment control measures.

12/11/97
11:45 AM

COST ESTIMATE

LAKE MERLE DAM REHABILITATION

Gabion Slope Protection

DATE: 12/11/97
PREP BY: Rand L. Postell
CHK BY: CAM

ITEM NO	ITEM DESCRIPTION	UNIT	QUAN	UNIT COST	SUB TOTAL
1	CLEAR AND GRUB	AC	1	$3,000	$3,600
2	REMOVE EXISTING PAVEMENT	SY	500	$4	$2,000
3	EXCAVATION (OFF-SITE DISPOSAL)	CY	1,300	$7	$9,100
4	EXCAVATION (ON-SITE PROCESSING)	CY	500	$5	$2,500
5	GABION	CY	827	$150	$124,050
6	TOPSOIL	CY	400	$18	$7,200
7	SEED AND MULCH	AC	1.1	$10,000	$11,000
8	NEW PAVEMENT	SY	750	$12	$9,000
9	CURB AND GUTTER	SY	450	$10	$4,500
10	SIDEWALK	SF	1,200	$2	$2,400
11	SILT FENCE	LF	350	$3	$1,050
12	STAB. CONST. ENTRANCE	CY	30	$31	$930
13	TEMPORARY ACCESS CULVERT	EA	1	$1,000	$1,000
14	EROSION MATTING	AC	0.3	$5,000	$1,500
15	REMOVE AND REPAIR EXISTING TO DRAIN	LF	100	$100	$10,000
				TOTAL:	$189,830

final $ amount
per J. Kendall 12/12/97

RHBEST3.XLS

MARYLAND ENVIRONMENTAL SERVICE

LAKE LINGANORE STORMWATER MANAGEMENT SERVICE DISTRICT

HEARING OFFICER'S REPORT

of

PUBLIC INFORMATION HEARING

May 18, 1998
Deer Crossing Elementary School
Frederick County, Maryland

Catherine Pieper Stevenson
Hearing Officer

Maryland Environmental Service

Lake Linganore Stormwater Management Service District

Hearing Officer's Report

Authority and Purpose

Pursuant to Md. Natural Resources Code Ann. §§3-106(e) and 3-108(a), the Maryland Environmental Service ("MES") conducted a public information hearing on Monday, May 18, 1998, at the Deer Crossing Elementary School, New Market, Frederick County, Maryland. The purpose of the public information hearing was to solicit public comments and answer questions regarding the proposed Maryland Environmental Service Lake Linganore Stormwater Management Service District. The primary purpose of the proposed service district is to implement improvements to the Lake Merle Dam.

Participants

The hearing was conducted by Ms. Catherine Pieper Stevenson, Deputy Director, Maryland Environmental Service. Representing the Maryland Environmental Service were Mike Wojton, Director of the MES Water and Wastewater Program, Ms. Christine Hartmann, MES Project Engineer, and Assistant Attorney General Sean Coleman, Principal Counsel to MES. Also in attendance were the officers and board members of the Lake Linganore Association, Inc., and the manager of the Lake Linganore Association, Inc. Approximately 30 other individuals also attended. The public information hearing was reported by Evans Reporting Service, and a copy of the transcript is attached hereto as Exhibit "1".

Public Notice

Prior to the hearing MES notified the public of the hearing by the following means:

A. An advertisement meeting the requirements of Md. NR Code Ann. §3-108(a)(4)(ii) was published in the Frederick News-Post newspaper for two consecutive Saturdays (see Exhibit "2");

B. An article containing all the information included in the advertisement listed above was published on the front page of the May, 1998 edition of the Lake Linganore Association, Inc. newsletter, "Laketalk" and distributed to all lot owners in the Lake Linganore PUD (see exhibit "3")

C. Notice of the public information hearing was mailed first class, postage prepaid, to all known lot owners in the Lake Linganore PUD on or about May 7, 1998;

D. The date, time and place of the hearing was announced at a public work session of the Frederick County Commissioners on Thursday, May 7, 1998.

Presentation

Ms. Stevenson initiated the information hearing by presenting background information on MES, the proposed five year plan, and the proposed service district. She also described the order in which information would be presented to the audience, and how questions and comments would be received from the audience.

Mr. Wojton described the benefits to the community of the proposed improvements to the Lake Merle Dam. He explained that the Lake Merle Dam provides several benefits to the Lake Linganore community: it improves the stormwater management system of the Lake Linganore community by regulating the amount and velocity of water that is discharged through the watershed; it serves to maintain the community road system by slowing the velocity of stormwater which would otherwise erode the soils on which the road system is built; it maintains the recreational and aesthetic qualities of the community; and the implementation of the improvements will end the enforcement action by the Dam Safety Division of the Maryland Department of the Environment.

Mr. Wojton then described the specific improvements to be made to the Lake Merle Dam. The riser and trash rack will remain the same. They are designed to handle a 100 year flood. The trash rack keeps the pipe from plugging up; if the pipe were to be plugged then stormwater could overtop the dam, which would result in very, very swift erosion on the downside face of the dam.

A gabion structure will be placed on the downstream face of the dam, then covered with dirt and vegetated. The gabion structure will protect the compacted core of the dam which consists of clay and soils. No bushes or trees must be allowed to grow on the face of the dam since the roots could eventually penetrate the clay layer in the center potentially creating channels in the dam through which water could flow, leading to failure of the dam.

At the bottom of the dam will be a toedrain to channel the water, which seeps constantly and slowly through the structure.

On top of the dam will be a two lane road with a sidewalk, curbs and gutters, which serve to direct stormwater away from the face of the dam.

During construction Lake Merle will not be lowered. Construction activity will be confined to the top and the downstream face of the dam.

Following Mr. Wojton's presentation several questions were received from the audience. Members of the audience asked about the toe drain, the placement of the gabions, reasons for MDE's requirements, seepage through the dam, the class of the dam (originally it was "high" hazard, but further study reduced the class to "significant hazard"). Questions were also raised about how the dam helps to protect the local water supply. The answer is two-fold: First, the dam acts to remove sediment that normally would have to be removed by the water treatment system. Second, the dam protects the continuity of the flow of water. It serves to store the water for a longer period of time

Ms. Hartmann then reviewed the financial aspects of the proposed service district. She explained that the costs of the improvements include construction, technical and financial services, and contingencies. The total estimated cost is $344,195. Project costs will be shared by all nonexempt property owners in the Lake Linganore community. MES has been advised that there are 3,278 nonexempt properties within the boundaries of the proposed service district, and 20 exempt properties. An exempt property is a property that is owned by the Lake Linganore Association or a governmental entity.

Each nonexempt property will be charged a one-time charge of $105. If the charge of $105 is not sufficient to fund the entire costs of the project, then MES may be required to collect an additional charge. However, if the charge is increased, then MES must give public notice and hold another public meeting.

If the project costs are less than the amount collected by MES, then MES will transfer the unexpended amount to the Lake Linganore Association, Inc., but solely for the purpose of conducting maintenance to the Lake Merle Dam.

At this time additional questions were received from the audience. The following is a paraphrasing of the questions and answers.

Question: Is the cost of the road across the dam separate from the other costs?

Answer: No, it is included in the cost of construction. Additionally, the portion of the road on top of the dam must be removed in order to structurally reinforce the dam. The repairs to the road on top of the dam are being made solely because they are part of the dam improvements.

Question: Will construction cease or be suspended if, for some unforeseen reason, additional funds are needed to complete the work?

Answer: No, the project will be completed within the time specified by the consent order. We have every reason to believe the charge will be sufficient to cover the full costs of the project. The cost estimates have been prepared by a reputable engineering firm, and include a greater than normal contingency (15%). Also, bids have been received for the construction, and the bids are within the estimates.

Question: Can the charge be increased at any time if the State determines that other repairs in the Lake Linganore community have to be made?

Answer: MES cannot unilaterally increase the charge. It must first give public notice and conduct a public information hearing. The proposed charge is sufficient to cover the estimated costs of the improvements to Lake Merle Dam. The proposed five year plan only authorizes MES to undertake improvements to Lake Merle Dam; if MES were asked by the Lake Linganore Association, Inc. to undertake any other projects, MES would have to go through the same process to draft a five year plan and establish a service district.

Mr. Coleman then explained several of the legal aspects of the proposed five year plan, and the approval process. The Maryland Environmental Service is authorized by the General Assembly to create service districts. The service districts are limited to certain stated purposes. In this instance, the proposed service district is limited to repair and improvement of the Lake Merle Dam.

MES has conducted an analysis and determined that the benefits received by the improvements to the dam benefit the entire Lake Linganore community. Therefore, the five year plan proposes to spread the charge across the entire community. The amount to be charged each property will be the same.

In order for MES to establish a service district and the benefit charge it must hold a public information hearing. The service district must be approved by the MES Board of Directors. The MES Board will meet on Thursday, May 28 to consider adopting the service district and the five year plan. The five year plan must also be approved by the Frederick County Board of County Commissioners. Representatives of MES have met with the Commissioners to provide information on the proposed five year plan and service district. Our understanding is that the Commissioners will take formal action to approve the five year plan on June 16, 1998. If the MES Board of Directors votes to approve the five year plan and the service district on May 28, 1998, its approval will be contingent upon the Frederick County Board of County Commissioners also approving the plan. After the plan and the service district becomes effective MES will then issue invoices that will be sent to the property owners.

At this time additional questions were received from the audience. The following is a paraphrasing of the questions and answers.

Question: If MES were to undertake a similar project in another community, would it charge all the property owners in the community the same?

Answer: It's not possible to give you a specific answer at this time. It would depend on the structure of the community, the type of project, and an analysis of how the properties are benefited by the project.

Question: What happens to the people who don't pay the charge?

Answer: MES is authorized by law to place liens on a property that has not paid the charge. MES can collect by enforcing the lien or taking some other collection action. Homeowners need to understand that a lien on their property will make it difficult to sell their property. A homeowner that has failed to pay the charge may also be in violation of the owner's mortgage agreement.

Question: Who will collect the charge?

Answer: The Maryland Environmental Service.

Question: What will happen if work needs to be done on the bigger dam at Lake Linganore?

Answer: This five year plan is strictly for the Lake Merle Dam. We are not aware of what improvements MDE may require at the other dam. If MES were asked to establish a service district to undertake repairs at any dam other than at Lake Merle, then the process of drafting a five year plan, determining estimated costs, and determining the appropriate charges, would have to start over. Questions regarding any other improvements to the community infrastructure should be addressed to the board of directors of the Lake Linganore Association, Inc.

Question: Why isn't the Lake Linganore Association, Inc. being charged?

Answer: There are twenty properties within the boundaries of the proposed service district that are owned either by the Lake Linganore Association, Inc., or by a governmental entity. If the properties owned by Lake Linganore Association, Inc. were subject to the charge, then the Association would simply include the cost of the charge in its budget, which is paid by the property owners in the Lake Linganore PUD.

Question: Why is the plan called a five year plan?

Answer: The MES statute uses the term "five year plan". While it's contemplated in this situation that the charges will be collected and the work completed within a few months, there are other areas that might require a longer period to spread out the costs of the improvements. The statute also allows service districts to be created for other purposes, such as providing water or wastewater services, which are ongoing services.

Question: How much will the construction contract cost?

Answer: The estimated cost is approximately $183,000. The estimated cost of the entire project, including engineering, design, and administrative costs is approximately $344,000.

Question: How much of the estimated cost is to reimburse the Lake Linganore Association, Inc., for costs previously incurred?

Answer: Approximately $20,000 of the estimated cost is to reimburse the Lake Linganore Association, Inc. for engineering fees that have been paid to date.

Ms. Stevenson then concluded the question and answer period and invited those in the audience to make comments. No individuals signed up in advance to make comments.

Public Comments

The following is a paraphrasing of the comments received at the public information hearing.

William Brosius: Mr. Brosius reviewed the history of the enforcement action and the amount of effort of the Lake Linganore Association, Inc. to determine alternatives to repair the dam. He stated that one alternative out of eight or ten considered, then rejected by the Association, was to

tear down the dam. He also stated that the Association considered various forms of financing the improvements. The board of directors of the Association determined that the type of improvement selected, and the use of MES, was the best way to implement the improvements.

Jack Alspaugh: Mr. Alspaugh stated that MDE had not directed the Lake Linganore Association to improve the dam; MDE had ordered the Association to eliminate the hazard. The type of improvement proposed was the most economical. Mr. Alspaugh also thanked several members of the community for their contributions.

Ian Frank: Mr. Frank proposed that Lake Merle be drained and the area turned into a ball field.

Terry Christensen: Mr. Christensen reminded the audience that the dam is owned by the Lake Linganore Association, Inc., and is therefore a liability to the Association. Mr. Christensen recounted his involvement with the Association committees that explored alternatives to repair the dam. He explained that the estimated cost of breaching the dam and draining Lake Merle was approximately twice the estimated cost of the proposed improvements. He also explained that the proposed improvements are the most economical while being useable and aesthetically consistent with the community.

Alan Dinkelacker: Mr. Dinkelacker reminded the audience that the Association had been keeping members up to date on the Lake Merle dam situation since at least 1995.

Bill Strang: Mr. Strang explained that he lives in the home directly below Lake Merle Dam. If the dam were overtopped and washed out, then about 20 to 24 homes would be damaged. One option previously considered was to purchase Mr. Strang's home and several others below the dam, but this would have cost $600,000 or more, and other houses would still be impacted. He stated that the proposed alternative was determined to be the best after numerous alternatives were considered.

Additionally, the Maryland Environmental Service received written comments on the proposed five year plan from the Dam Safety Division of the Maryland Department of the Environment, which are attached as Exhibit "4"; from the Lake Linganore Association, Inc., which are attached as Exhibit "5"; and from the Environmental Review Program of the Maryland Department of Natural Resources, which are attached as Exhibit "6". All of the proposed changes to the five year plan suggested by MDE will be incorporated into the five year plan.

Findings and Recommendation:

Having considered the proposed five year plan drafted by the Maryland Environmental Service, the proposed charges to be imposed on real property within the service district, the explanation of the plan and the charges provided by MES staff at the public information hearing, and verbal and written comments received by MES, I find that the Maryland Environmental Service has considered technical alternatives to make repairs to the Lake Merle Dam. I conclude that the alternative selected is reasonable and appropriate. I further conclude that the proposed boundaries of the service district are appropriate and reasonable.

I find that the changes to the proposed five year plan suggested by the Dam Safety Division are not substantive. I further find that the suggested changes are reasonable and appropriate. I recommend that the changes to the five year plan suggested by MDE be incorporated into the five year plan. I recommend that the MES Board of Directors adopt the proposed Lake Linganore Stormwater Management Five Year Plan, with the changes suggested by MDE. I further recommend that the MES Board of Directors establish the Lake Linganore Stormwater Management Service District.

I also find that the proposed charge per non-exempt lot is sufficient to cover the cost of the proposed improvements. I conclude that the proposed charge per non-exempt lot is reasonable and appropriate. I further conclude that it is reasonable and appropriate to exempt from the charge the real property owned by the Lake Linganore Association or a governmental entity. I recommend that the MES Board of Directors adopt the proposed charge of $105 per non-exempt lot.

5/27/98
Date

Catherine Pieper Stevenson
Hearing Officer

Exhibit 1

MARYLAND ENVIRONMENTAL SERVICE

PUBLIC INFORMATION HEARING

PROPOSED FIVE YEAR PLAN AND SERVICE DISTRICT CHARGES FOR LAKE LINGANORE SERVICE DISTRICT

The Maryland Environmental Service Public Information Hearing was taken concerning the above-entitled agenda on Monday, May 18, 1998, commencing at 7:00 p.m., at the Deer Crossing Elementary School, 10601 Finn Drive, New Market, Maryland 21774, and was reported by Sharon D. Livingston, a Notary Public.

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LAKE LINGANORE HOMEOWNERS' ASSOCIATION, INCORPORATED
John Kendall
Karen Frazier
Steven Hembree
Dave Hodges
Chuck Smith
John Snow
Bill Brostus
Doris Tetl

PROCEEDINGS:

(Whereupon, after the Lake Linganore Homeowners' Association meeting was completed, which portion is not transcribed, the Public Information Hearing took place, the following of which is transcribed.)

MR. KENDALL: We'll start off the public hearing at this point, and let me introduce Catherine Pieper Stevenson who is the Maryland Environmental Service Deputy Director, and she will explain what the presentation is going to be this evening. And then any comments or questions that you may have, please direct them to this group right here.

Catherine, please, if you would.

MS. STEVENSON: I am Catherine Pieper Stevenson. I'm the Deputy Director and a member of the board of the Maryland Environmental Service, and we are here this evening for a public hearing on the service district to make improvements to the Lake Merle dam.

And if I may before we start, I'd like to

give Mr. Dinkelacker a chance to talk about the community's interest and how Maryland Environmental Service got involved with you, and that will sort of give you the context for our presence here this evening. Alan?

MR. DINKELACKER: Thank you. Good evening, Board. See how relaxed I am? No pain, no gain.

Ladies and gentlemen, thank you for listening to me for a few minutes anyway. I just wanted to give you a background. And Terry, if I need help, would you please -- because Terry was involved for the first two years.

Basically March of 1993 our insurance carrier required all dams to be inspected. During that time and up to the time that we became -- got on the board in 1995, the dam safety people came and said you've built a house below the flood plain at Lake Merle. That means that the dam became a high hazard dam. The dam had to be repaired.

Initially they said drain it, fix it, you fix it or the state will fix it. Obviously we did not

want to drain the lake. They started draining it. I believe Mr. Jack Alspaugh and Frank stopped it to get through their own money another engineering firm, and what it ended up to be is that it was mandated it will be fixed. It's a high hazard dam.

And we had three choices, drain it, the state would fix it. The state estimated it at their conditions 500,000 plus. We went through our engineering group, and then we said well, let's go through MES. We can go through MES or we can go through a bank. MES, the percentage was lower. The bank was higher. It was a no-brainer. There was no option of what we could do. We had to fix the dam.

And the dam is within the PUD, so everybody is going to have to pay, be it through MES or have the state do it themselves, or we go through a private bank, which is a higher percentage. So the board decided to go through MES.

It's taken us almost three years -- Terry? -- to get to this point. We're now at a public meeting, which is a requirement of the state.

And any questions from me? Good. Do you have any other questions?

If you want to find out about the project, the order of what it is, we'll give you a copy of how the communication went back between us and the state and MES. Thank you.

MS. STEVENSON: Thank you, Mr. Dinkelacker. We appreciate your introduction, and we are pleased to be working with the community on this project.

For those of you in the audience I'd like to give you a little background on MES. We are a self-supporting state agency with the mission to operate environmental projects all around the state. We have no regulatory authority at all. We are strictly an operating and financing agency. We work with many different groups. We work with counties, with towns, small communities. We run water plants, wastewater plants, land fills, recycling centers. Some of you may be familiar with some of our composted products, Compro and Leaf Grow, great for your lawn and garden.

Like your community we have several customers in other parts of the state that have a problem with some aspect of their stormwater management system. In your case it is the dam itself.

One of the unique abilities of the Maryland Environmental Service is this ability to form a service district to accomplish any environmental project within our mission, and that's what's brought us here tonight. After working with the Lake Linganore Association for the past three years, we are now ready to form this service district which will help finance the improvements to the Lake Merle dam.

One of the steps in forming that service district is to have a public hearing at which we present the improvements and take public comment from the people who would be affected. Now, while I'll get a little bit more detailed later, this service district's main purpose is to fix this dam. It's not to do any other work within your community. It's strictly to make the improvements to the Lake Merle

Page 8

1 dam, and those improvements were required by the dam
2 safety division of the Maryland Department of the
3 Environment.
4 Now, the Department of the Environment,
sometimes known by its initials MDE, is the regulatory
agency in Maryland that determined that this dam was a
7 high hazard dam and needed these improvements. In
8 fact, I think as Mr. Dinkelacker alluded to, the
9 community is under a consent order from MDE,
10 Department of the Environment, to do the work. We at
11 MES, Environmental Service, are simply helping to
12 finance design and make the improvements.
13 I have several people with me this evening
14 that I'd like to introduce. Mr. Mike Wojton is
15 director of our water and wastewater program, and Ms.
16 Christy Hartmann is a project engineer who's been
17 working with your association for the last three
18 years. They will explain the technical and financial
19 aspects of this five-year plan.
20 Immediately to my left is Sean Coleman. He
21 is with the attorney general's office and is assigned

Page 9

1 to Maryland Environmental Service as our principal
2 counsel. So he will be hitting some of the legal
3 requirements of the plan.
4 We'd like to proceed in the following
5 manner. And Mike, if you could put up that slide.
6 Thank you. Well, I'm sorry. The one that gives the
7 procedure.
8 First we'd like to just review the
9 highlights of the plan. Second we'd like to have a
10 question and answer period for those of you who may
11 have specific technical questions or factual questions
12 about something in the plan. And finally we'd like to
13 simply receive any comments or questions or
14 suggestions that you have on the plan. The entire
15 proceeding is on the record. We do have a court
16 reporter who is assisting us in that.
17 So if that procedure is all right, I think
18 we'll go forward, and I'll ask Mike to do an overview
19 of the financial and technical aspects of the plan.
20 MR. WOJTON: As Catherine said, my name is
21 Mike Wojton, and I'm program director for water/

Page 10

1 wastewater at Maryland Environmental Service. These
2 kind of activities come under my portion of the
3 business.
4 What I'd like to do before we get started on
5 the technical end is talk about some of the benefits.
6 As you're aware and has been stated before, that the
7 driving force on this has been on the part of the
8 environments requiring that the dam come up to what
9 they consider appropriate standards for the dam of its
10 type. There are other things that go on with a dam
11 like that, and as part of restoration of an earthen
dam like Lake Merle, one of the things about an
earthen dam is they're fairly inexpensive to build,
14 they're fairly inexpensive to operate, but they do
15 need repairs occasionally. And some of the work that
16 we're going to be doing is actually going back and
17 doing some of that work.
18 One of the things that -- one benefit is
19 that it improves the stormwater management system.
20 What that basically means is that that dam is to
21 regulate the amount of water that's discharged down

Page 11

1 through that watershed and to do it in a manner that's
2 safe so property stays in good repair.
3 The other thing, though, is that it does it
4 in a manner so you don't get excessive erosion because
5 one of the biggest problems you've got with stormwater
6 in general is not that catastrophic failure, that
7 catastrophic problem that might result in the dam
8 failure, but actually slowing down the velocity of the
9 water enough that the Lake Linganore area stays in
10 Lake Linganore and doesn't eventually end up in the
11 Potomac River.
12 And so what it does is improves the
13 stormwater management system. It slows the velocity
14 down so that you don't have a lot of excessive erosion
15 when you do have major storm events. Also it provides
16 protection for water source downstream through the
17 Lake Linganore system or Linganore River system.
18 It maintains the road system. Most people
19 don't think of that, but one of the most expensive
20 portions of any community's infrastructure is the road
21 system itself, and there are roads that are built

Page 12

1 basically on the soils, either the native soils that
2 are here or the fill that was placed when the
3 different communities were laid out. Well, by again
4 slowing down that water, it keeps the erosion down,
5 which keeps the erosion on your road systems in a
6 reasonable repair.
7 It maintains recreational amenities.
8 Obviously it's not just a recreational -- we drove
9 around the community when we got here. I mean the
10 aesthetics here are much nicer than you have in
11 another community by a long shot. It's wooded.
12 There's a lot of waterfront. You can see the lake
13 from a lot of different areas. It's, you know, what I
14 would consider a very nice place to live up and down
15 Anne Arundel County. I'm not on the water or anything
16 else, but it's nice being down here because you are
17 around bodies of water. You're in a hidden area
18 that's got some terrain. It's not flat like a
pancake.
And last but not least, which is actually
21 very important, it ends MDE's enforcement action.

Page 13

1 That costs money to deal with. They are always
2 holding that hammer on the fact that they'll repair
3 and assess the community or they'll remove the dam.
4 And what that does is just takes you out of that
5 enforcement posture so in the future when the dam is
6 maintained, the back of it's kept clear of brush and
7 everything else, you're not under that enforcement
8 gun. And that's a pleasant place to be because then
9 you dictate your own rate. As long as the dams are
10 maintained in a reasonable manner, somebody else is
11 not going to be telling you how to do it and when to
12 do it. So that's some of the benefits.
13 Let's go to the actual dam itself. Let me
14 show you -- I'm going to actually make a little --
15 show you also the improvements. But basically this is
16 what's going to be the end result of the improvements
17 themselves.
18 What they call the trash rack and the riser
19 plain, that's the large boxes you see on the water
20 side. That's essentially going to stay the same.
21 That's not going to change at all. That basically can

Page 14

1 handle whatever flows are necessary to allow that dam
2 to stand during a hundred year flood because the trash
3 racks are obviously to keep things from plugging up
4 that hole because what you've really got is you've
5 basically got a piece of pipe that goes through the
6 dam itself, and it allows that water to discharge
7 before that dam will overtop. Because that's the one
8 thing that's difficult to deal with with an earthen
9 dam, and that is if the water overtops the dam. If
10 that occurs, you get very, very swift erosion on this
11 downside face. And when that happens the dam can
12 collapse pretty readily.
13 I used to live up in Thurmont up in
14 Mountaindale -- I don't know if you're familiar with
15 that area -- and we had a situation where a fire pond
16 was up on the reservoir -- somebody had blocked the
17 riser pipe to make a swimming hole out of it, and it
18 was amazing. I think it failed about half way down.
19 It wasn't as large as yours, only about an acre, acre
20 and a half, but it was very impressive to see what
21 happens when a dam overtops.

Page 15

1 One of the things all through the project is
2 a two-lane road we put in there. The road has to be
3 replaced anyhow, and part of this job will allow it so
4 that it will be two-way traffic so you won't be stuck
5 with one-way traffic. Also gives you a bit of a verge
6 when you're dealing with snow and ice out there and
7 makes it not quite so narrow.
8 Now, as we said, one of the dangers that we
9 have with the dam is the danger to the back side of
10 the dam and the top of the dam if it does overtop.
11 And what's going to be done is the gabion structure,
12 gabion slope protection is going to be put in. These
13 are boxes made out of very, very heavy what would be
14 the equivalent of hog wire, and inside that is a very
15 large stone covered with six-by pieces of material
16 about like this. And they're built -- they're
17 probably about four-by-six by about four, and they
18 come in all different sizes. And they'll be stacked
19 up on the back of that dam and then covered with dirt
20 and then vegetation over the top of it. But that's
21 your backbone essentially of that protection system

Page 16

1 because if it was to overtop, what would happen is
2 sure, that little bit of dirt that's on top of it
3 might go, but then you've got this very rigid
4 structure. The advantage of putting the dirt and the
5 vegetation on top of it, which would be grass, is that
6 you don't have the aesthetics of having to look up --
7 essentially it's a bunch of rocks covered with chicken
8 wire.
9 One of the things that will happen back
10 there is that will continue to be mowed. One of the
11 real dangers that you have in a dam like this is the
12 dam itself is a compacted core of soils and clays that
13 essentially form the barrier. The dirt that's over
14 top of that, because you can't see that core,
15 actually is there to protect that very -- I wouldn't
16 say it's impermeable because it's not, but that very,
17 very tight, almost watertight structure. Okay?
18 Well, one of the things that you can't do is
19 allow large trees to grow up on the back side of this
20 or even large brushes because then what happens is
21 those roots have the potential for damaging that

Page 17

1 impermeable clay center like somebody taking a big
2 wedge of clay down the middle of the hill. And that's
3 one of the reasons why they require you to keep grass
4 and small shrubs and vinca and things like that in the
5 back. Nothing that would have you restructure. No
6 bushes, no trees, because once that layer is
7 penetrated, that clay layer in the center, then water
8 starts going through the dam at too rapid a rate, and
9 you can have additional flooding, and eventually the
10 dam becomes damaged.
11 Part of that is a thing called a toewall or
12 toe filter. And these things are 100 percent
13 watertight. And so what we do is we put channels in
14 there that will allow that water again to move through
15 slowly enough that it doesn't damage the dam itself.
16 And essentially what it does is just allows water to
17 flow through at a very, very slow rate, but it still
18 allows it to occur if water does start moving through
19 the structure itself.
20 Also, two, is you notice the sidewalk there.
21 So aesthetically it will look pretty nice. The one

Page 18

1 side won't change at all. The side that you've got
2 the trash rack on will be identical. You'll have a
3 two-lane road with a sidewalk. When you look down the
4 hill, what you'll see is you'll see, again, the slope.
5 It's probably not going to be quite as steep as what
6 you've got now, but it will be a little grassy. You
7 can put crown vetch. There's a variety of different
8 covers you can put on it. But you will see some of
9 those bushes and trees that are growing up.
10 Once you're off the toe of the dam, it won't
11 change any of the aesthetics downstream. The trees
12 and everything else will all be there.
13 Any questions? Right now this is kind of
14 the informational part of the meeting. A little bit
15 later we'll take testimony and everything else, but if
16 anybody's got any questions actually on how the dam is
17 going to be repaired, the time frame is about 90 days
18 once this whole thing goes through and gets approved
19 by our board.
20 One of the things is the lake will not be
21 lowered because they're not going to be doing any

Page 19

1 repairs on this side. It won't change the aesthetics
2 of all the water upstream. Basically what you'll be
3 seeing is if you look at it from the lake, you'll be
4 seeing construction activities from the back on top of
5 it, but the lake itself won't be muddied up. The lake
6 will stay at whatever height it normally stays at
7 during the summer.
8 On the back side you'll see some
9 construction activity, but then again, eventually that
10 will be covered in soil and seeded and geotech's
11 materials to keep the slope stabilized until the grass
12 grows. Sir?
13 UNIDENTIFIED SPEAKER: Why do you keep
14 calling it the back side --
15 MR. WOJTON: --
16 UNIDENTIFIED SPEAKER: Is the toewall
17 within the limits of the loading slope and the dam?
18 MR. WOJTON: I'll direct that to Chris.
19 MS. HARTMANN: I didn't hear the question.
20 UNIDENTIFIED SPEAKER: Is the toewall within
21 the loading limits of the dam?

Page 20

1 MS. HARTMANN: That's a question I'd have to
2 ask the geotechnical engineer. I don't have that
3 handy.
4 UNIDENTIFIED SPEAKER: In other words, is it
5 beyond the --
6 MR. WOJTON: No.
7 MS. HARTMANN: No. It's at the base of the
8 actual earthen dam. Is that what your --
9 UNIDENTIFIED SPEAKER: The toe filter is
10 fabric?
11 MR. WOJTON: The geotechs would know. Is
12 there a question back here?
13 UNIDENTIFIED SPEAKER: what's there now?
14 MR. WOJTON: What's there now? We don't
15 know. We can't find the toewall. It's buried under
16 the slope, it's not there. And part of the cost of
17 this -- I assume there's nothing there. So --
18 MS. HARTMANN: Right. I'm sorry. If I may.
19 Right now it's just earthen dam. There's no gabion
20 slope protection, nothing structurally reinforcing it,
21 so the ground is actually eroding away, and that's a

Page 21

1 problem, and that's why MDE has cited it as a high
2 hazard dam.
3 MR. WOJTON: I mean bear in mind these dams
4 were built back in the '60s, and standards have
5 changed. I mean, you know, construction techniques
6 frankly have improved. So what you're looking at is
7 you're looking at something that meets current
8 standards. This also has been fully permitted by MDE,
9 and they're very rigorous around dams, probably a lot
10 more rigorous around dams, at least in my experience,
11 than they ever were around wastewater systems.
12 And so we've had to submit the plans and
13 specifications, construction schedule, all that just
14 to get their approval, and we can't -- or the
15 community could not start the construction on this
16 until we got a permit, and a permit's been issued.
17 Sir?
18 UNIDENTIFIED SPEAKER: Is there any water
19 leaching through the base of the dam?
20 MS. HARTMANN: Not that I know of.
21 MR. WOJTON: Not that we're seeing now.

Page 22

1 MS. HARTMANN: They have test wells,
2 monitoring wells looking for that. And they haven't
3 had any --
4 UNIDENTIFIED SPEAKER: -- this problem came
5 up that this was not a safe dam because somebody
6 reported water coming through?
7 MS. HARTMANN: No.
8 MR. WOJTON: Not that I'm aware of. But
9 again, we're later. I don't know the history past
10 about three years ago. I see hands coming up behind
11 you, so maybe you can --
12 UNIDENTIFIED SPEAKER: That was one of the
13 concerns that what really occurred was we saw partial
14 failure on the downstream slope there.
15 MR. WOJTON: You actually saw the dirt --
16 UNIDENTIFIED SPEAKER: Right.
17 MR. WOJTON: -- slope?
18 UNIDENTIFIED SPEAKER: There was a slope
19 failure there. We had some wet weather there going in
20 spring of '93, and we saw a slope failure there --
21 MR. WOJTON: If you were standing --

Page 23

1 UNIDENTIFIED SPEAKER: -- and MDE came in
2 and took a look at that, and the determination had to
3 be made whether or not there was any significant
4 chance that there would be a failure because of water
5 moving through there, and those monitoring wells were
6 then put in as a result of that.
7 MR. WOJTON: Right. If you stand here or
8 stand here, you'll see that the slope is not regular.
9 It's not as bad as -- However, your point you've got
10 monitoring wells in there, there's no water coming
11 through there now, but that doesn't mean that you
12 don't have to come back and -- you know, any dam needs
13 maintenance and repair, and that's basically what
14 you're seeing here.
15 UNIDENTIFIED SPEAKER: What's in my mind is
16 do we need to go through the expenses that we're
17 talking about if there's no water coming through? Do
18 we need earth --
19 MR. WOJTON: I'll tell you right now yes,
20 because the only way you're going to get a permit from
21 MDE is to do it this way. We've looked at some other

Page 24

1 alternatives, and we've looked at geotextile, and that
2 didn't work. And we looked at a bunch of different
3 alternatives.
4 And your problem is that you're building the
5 dam for two things. You're building a dam to a level
6 of engineering safety that's literally dictated by the
7 state of Maryland in terms of regulation. And when
8 the community looked at different alternatives, the
9 other alternatives were expensive for one thing.
10 There were a bunch of alternatives that were looked at
11 that MDE wouldn't allow.
12 So what you've got here is you've got, at
13 least to our feelings and I think the feelings of some
14 of the folks we've dealt with here, is you've got
15 probably the cheapest price with aesthetically decent
16 -- you know, you couldn't leave the gabions open. It
17 would look pretty -- but at the same times it also
18 means that MDE has a requirement. And like I said,
19 they're very, very strict on this, and they're
20 extremely strict even on how the construction is done,
21 who inspects it, what kind of degree the person has

Page 25

1 that inspects it. So I think in terms of cost, if
2 you'll remember the MDE original cost was going to be
3 half a million dollars, and this is quite a bit less
4 than that. It's in the $300,000 range.
5 UNIDENTIFIED SPEAKER: I think one point to
6 make is that initially it was determined to be high
7 hazard. We went in and we had them do additional
8 studies on that. It was then reduced to a significant
9 hazard which reduced the cost considerably, although
10 by the method that we finally selected here, why, it
11 was the most economic of any that we were able to --
12 MR. WOJTON: Yeah. When we were looking at
13 a high hazard -- correct me if I'm wrong -- one of the
14 things we were looking at was an additional overflow
15 simply because if it's high hazard, just that trash
16 rack and riser pipe isn't considered adequate. So we
17 got involved just about at that point where that
18 transition was made, and that saved a lot of money by
19 getting them to consider it a significant hazard.
20 UNIDENTIFIED SPEAKER: Just to give you some
21 idea on the high hazard dam, that requires that it

Page 26

1 accommodate twice the flow of what a significant
2 hazard dam would do. In the high hazard dam it's
3 required to accommodate maximum flow over the top of
4 that dam.
5 MR. WOJTON: One of the things that --
6 again, you know, we're here basically to do as the
7 community wishes. Now, we're certainly not going to
8 be able -- like Catherine said, we're definitely not
9 MDE. But in terms of looking at this compared to some
10 of the other projects we've had and everything else,
11 this has a nice balance of the fact that the community
12 was successful in negotiating it from a high hazard to
13 a significant hazard, which cut back construction
14 costs considerably. It still gave you a very
15 significant margin of safety.
16 The other thing it does is it basically puts
17 the dam back in the same shape it's in now so you're
18 not going to be looking at a lot of rock, you're not
19 going to be looking at a lot of kind of industrial
20 looking dam shall we say. This is going to basically
21 be a very nice looking earthen structure under which

Page 27

1 you have essentially 1998 kind of construction
2 techniques. And that's not a bad combo because a lot
3 of times what happens is you end up -- you end up with
4 a picturesque dam that doesn't meet standards or you
5 end up with something that has a very, very heavy
6 industrial --
7 UNIDENTIFIED SPEAKER: -- I was probably the
8 first person -- back in 1981 I was manager of the
9 association -- because of -- we think you're good for
10 us, but I just want these questions answered for later
11 reference.
12 MR. WOJTON: Sure. And I think they're
13 important. And I think it's important to get any
14 questions out that we can because to your point, I
15 think there can be a lot of misunderstanding about
16 it.
17 UNIDENTIFIED SPEAKER: You mentioned a stack
18 step median structure and the last -- we're talking
19 about approximately 15 to 18-inch blanket gabion
20 structure. Are we still talking about the blanket
21 system?

Page 28

1 MS. HARTMANN: Yeah. I mean it all depends
2 on how you describe it, but it looks the same.
3 UNIDENTIFIED SPEAKER: It looks the same?
4 MS. HARTMANN: Yeah.
5 MR. WOJTON: Any other questions before we
6 go into the next --
7 UNIDENTIFIED SPEAKER: The bottom of the
8 gabion is increased in size, isn't it, to act as a
9 counterweight against the slope?
10 MS. HARTMANN: The gabion structures are all
11 symmetrical square boxes, but the way they are
12 configured on the dam --
13 UNIDENTIFIED SPEAKER: Don't you have them
14 deeper --
15 MS. HARTMANN: That's correct.
16 UNIDENTIFIED SPEAKER: -- on the face at the
17 bottom than at the top?
18 MR. WOJTON: That's correct.
19 MS. HARTMANN: That's correct. And also the
20 toewall helps you.
21 MR. WOJTON: That's the structural -- the

Page 29

1 load is actually at the center part of the dam. But
2 yes, you're correct on that. So this basically talks
3 about some of the stuff we just mentioned.
4 MS. STEVENSON: Mike, could you read that,
5 please, for the court reporter.
6 MR. WOJTON: Okay. Basically what we're
7 talking about is removing of unsuitable material.
8 That's the slope material or -- material on the back.
9 Construct the gabion slope protection.
10 Again, that's the rock and wire structure that will
11 stabilize the rear of the dam on the front.
12 Stabilize vegetation. That's basically
13 bringing the soil in and stabilizing it using
14 vegetation.
15 Reinforcing the toewall and replacing or
16 repairing the toe drain. If we can't find them soon
17 enough -- once we remove that dirt, we'll see, but the
18 costs are based out so that it could cover either one.
19 The other thing is we renovate the access
20 road with two-lane sidewalk, gutter, curbing, proper
21 drainage. So what it will do is it will divert any

Page 30

1 fill water that's on top appropriating down around the
2 edge of the dam, not the --
3 I think Christy is going to do the financial
4 end. Any other questions? Okay.
5 UNIDENTIFIED SPEAKER: I had one question.
6 You said that the dam will protect the water supply.
7 MR. WOJTON: Downstream.
8 UNIDENTIFIED SPEAKER: How do you mean
9 protect it?
10 MR. WOJTON: Usually what happens is the
11 dams do two things. One is it acts as what we call a
12 precipitation base. So in other words, a lot of the
13 sediment that normally would have to be removed by the
14 treatment system is removed.
15 The other thing it does is it protects the
16 continuity of flow. So in other words, what occurs is
17 that it effectively stores water so that the water
18 doesn't go by the intake of the treatment system is
19 not useable obviously, so by having it in the dam and
20 having it move past slower, it avails them to have
21 more water over a longer period of time.

Page 31

1 UNIDENTIFIED SPEAKER: Then the downpipe has
2 ports in it, though, out of the lake to drop the
3 fill in from the drainpipe?
4 MR. WOJTON: Are you saying does it? Is
5 that the question?
6 UNIDENTIFIED SPEAKER: Does it?
7 MR. WOJTON: I don't know.
8 MS. HARTMANN: I didn't get your question.
9 MR. WOJTON: -- off the top.
10 MS. HARTMANN: --
11 UNIDENTIFIED SPEAKER: The downpipe, does it
12 have ports in it?
13 MR. KENDALL: I think it's appropriate to
14 introduce at this point if you're interested in
15 looking at the technical aspects of the dam, the plans
16 for the correction of it, that you come to the office
17 and review those and not continue the conversation in
18 the manner that it was not intended to be tonight.
19 UNIDENTIFIED SPEAKER: Sorry.
20 MR. KENDALL: Thank you.
21 MS. HARTMANN: Real quickly I just wanted to

Page 32

1 go through the financial aspects. That seems to be a
2 very important topic and rightly so. I'm just going
3 to run through some general items.
4 The capital project costs which are to be
administered by Maryland Environmental Service include
the cost for conducting the improvements to the Lake
7 Merle dam as outlined in the five-year plan, as John
8 Kendall said a copy is available over at the
9 clubhouse. The cost for the improvements which
10 include construction, technical and financial
11 services, as well as contingencies, is estimated to be
12 $344,195. The project costs will be shared by all
13 nonexempt property owners in the Lake Linganore
14 community.
15 There are 3,278 nonexempt property owners,
16 and there are 20 exempt property owners. An exempt
17 property is a property that's already owned by the
18 Lake Linganore Association, so you wouldn't bill
19 yourself, and other governmental entities such as the
20 Board of Education or Frederick County Community
21 College, stuff like that.

Page 33

1 The individual charge to each nonexempt
2 property is $105, and each nonexempt property owner
3 will be invoiced only one time. Because of the dollar
4 amount, about $100, it's not very economical to send
5 out multiple billings. We just do it at one shot, and
6 it saves a lot of money for the association.
7 If during the project it is made apparent
8 that the $105 charge does not reflect the full cost of
9 the project, then MES may be required to collect an
10 additional charge. But note, if any charge in
11 addition to the $105 is required, then MES will also
12 be required to have another public notice and hold
13 another meeting similar to the one that we are having
14 tonight to get your opinion and comment on it.
15 On the other hand, at the end of the project
16 if there are any unexpended monies, they will be
17 returned to Lake Linganore Association for the use of
18 maintaining Lake Merle dam because as Mike Wojton said
19 just a few minutes ago, maintenance of the Lake Merle
20 dam, as in mowing or taking care of the vegitation, is
21 required by the dam safety division of Maryland

Page 34

1 Department of the Environment.
2 So that's basically it. And if you have any
3 questions, I'll be glad to take them.
4 UNIDENTIFIED SPEAKER: What was the total
5 lot numbers you had?
6 MS. HARTMANN: I have 3,278 nonexempt
7 properties. So total properties is actually 20
8 more.
9 UNIDENTIFIED SPEAKER: -- you said $105?
10 MS. HARTMANN: Yes, $105.
11 UNIDENTIFIED SPEAKER: So that's 3,000?
MS. HARTMANN: That's right. Sir?
UNIDENTIFIED SPEAKER: Is the cost of the
14 road across the dam separate from the other cost --
15 MS. HARTMANN: No. It's all included.
16 UNIDENTIFIED SPEAKER: -- or is that to be
17 determined?
18 MS. HARTMANN: It's all included.
19 UNIDENTIFIED SPEAKER: Is there a way we
20 could determine that --
21 MS. HARTMANN: Split out the road cost?

Page 35

1 UNIDENTIFIED SPEAKER: -- to see how much
2 the road costs?
3 MS. HARTMANN: I'm sure we could determine
4 that. That wasn't part of our scope of work.
5 UNIDENTIFIED SPEAKER: The reason I asked is
6 because in some sections of Lake Linganore MES is
7 insisting that each village pay its own share of
8 roads. This is the road. I was wondering --
9 MR. WOJTON: Sir, we're not involved with
10 the roads.
11 UNIDENTIFIED SPEAKER: I know you're not
12 involved in that, but I'm saying it's MES and MES
13 roads and road. I just want to get a cost if I can of
14 what it costs to have --
15 MS. STEVENSON: Perhaps Mr. Kendall --
16 MR. WOJTON: Mr. Kendall, can you --
17 MS. STEVENSON: -- can explain a little bit
18 about the roads.
19 MR. KENDALL: What you're referring to is
20 the state of Maryland's legislative decision to allow
21 a community development authority that has absolutely

Page 36

1 nothing in this world to do with Maryland
2 Environmental Service, it has absolutely nothing to do
3 with the front assessment that was addressed in the
4 villages of Balmorrow and Meadows. When they agreed,
5 two-thirds of them went forward and said we want to
6 build roads. It has absolutely nothing to do with
7 that. It's a totally different out in left field
8 decision.
9 These people here are talking about the dam,
10 Lake Merle and repair of that dam only, nothing else.
11 -- doesn't impact on it. The developer doesn't impact
12 on it. The only thing that impacts on it from the
13 developer's standpoint is he's assessed for every
14 single lot that he owns. So maybe that will get that
15 question all the way around.
16 MS. HARTMANN: If I might just say, we're
17 not targeting this particular road because we feel it
18 needs upgrading. I mean the road literally must be
removed in order for the dam to be structurally
reinforced. And so once the road is removed, well, we
21 have to replace it, and that's why we've come up with

Page 37

1 an improvement of the road actually. Ma'am?
2 UNIDENTIFIED SPEAKER: My question is first
3 of all, I'm a young person, obviously a new homeowner,
4 and you said that if additional money is required for
5 the dam, suppose you get halfway through and there's
6 no road going across where it's unfinished and then we
7 have to come back to a meeting and decide if you're
8 going to have more of my money because of this road.
9 I'm assuming the state is not going to just allow us
10 to leave the dam as it may be. There are going to be
11 safety regulations.
12 So therefore, without any -- the way I
13 understand this, how can you say well, now we can talk
14 about it and decide how much more money I'm going to
15 have to pay? Because obviously the state is not going
16 to leave the dam unfinished. So how do I say --
17 MR. WOJTON: Maybe I can help you. One of
18 the things -- when a dam like this is going to be
19 repaired or evaluated, actually a number of studies
20 are done, and the studies are there to do a number of
21 different things. One is to capture the cost of the

Page 38

1 project, and the other is to figure out the cheapest
2 way to do it. And when those kind of activities are
3 done, what we'll do is we'll estimate -- or I
4 shouldn't say we. It's the community association's
5 engineers, who by the way, we are very familiar with
6 and frankly we think do fine work. They will come up
7 with a cost estimate. That cost estimate will also
8 include a contingency in case they do run into
9 problems. Contingencies run about ten percent. I
10 don't know what they are in this --
11 MS. HARTMANN: 15.
12 MR. WOJTON: 15 on this job. 15 on the
13 road?
14 MS. HARTMANN: (Whereupon, nods head in the
15 affirmative.)
16 UNIDENTIFIED SPEAKER: I'm just concerned --
17 MR. WOJTON: Well --
18 UNIDENTIFIED SPEAKER: -- because I'm in
19 Lake Linganore, and some don't have them --
20 MR. WOJTON: Sure.
21 UNIDENTIFIED SPEAKER: -- and I've seen --

Page 39

1 so you know --
2 MR. WOJTON: Of course. We don't have --
3 that 15 percent, though, should be more than enough to
4 cover any kind of problems that --
5 UNIDENTIFIED SPEAKER: --
6 MR. WOJTON: It's a one-time shot. The work
7 is going to be done in 90 days. If everybody here
8 chooses to move forward, then it's done in 90 days,
9 which may be done over the summer.
10 MR. SMITH: Basically what happens is a
11 contractor signs a contract that says you will provide
12 these services for this money. And if I'm not
13 mistaken, we have signed a contract?
14 MR. KENDALL: Yes.
15 MR. SMITH: They've then said this is how
16 much money you get to fix the dam. Now, short of them
17 finding dinosaur bones in the dam when they start
18 doing this work, which will cause a delay in the work,
19 this will more than cover the cost because of the
20 contingency fees. I mean we're not looking at them
21 coming back in six months and saying hey, we need $300

Page 40

1 of -- because of the studies, because of what goes in
2 to estimating a project and creating that project,
3 you've got a very clear picture of exactly what goes
4 into repairing a dam.
5 UNIDENTIFIED SPEAKER: Can I make a
6 suggestion?
7 MS. STEVENSON: Ma'am, could you speak up?
8 We're having trouble hearing you.
9 UNIDENTIFIED SPEAKER: The reason I'm
10 questioning is that let's say I don't like it, then
11 it's left that we come back to another meeting. If
12 you have to have an additional meeting, shouldn't it
13 be -- since things have been divided by different
14 villages currently, let Meadows take care of whatever
15 it has -- I never go to Lake Merle dam, so I'm already
16 donating $105 dollars. I wouldn't want to have to
17 come back and donate more.
18 MR. SMITH: This is something we can take
19 care of after the MES presentation to the board.
20 We'll be happy to address that issue afterwards.
21 UNIDENTIFIED SPEAKER: My question is on the

Page 41

1 taxing. I'm not really -- I mean I haven't been
2 following the $100, but what I'm worried about is if
3 we have a standard that the state can come in at any
4 time -- let's say they go -- Lake Linganore needs $5
5 million worth of repairs. Can the state come back
6 again and do this to us and assess us? In other
7 words, I don't understand how Lake Linganore
8 Association is an incorporated association and we as
9 individuals are being taxed. That's the part that's
10 foggiest for me.
11 MS. STEVENSON: I think that at this point
12 what we're trying to do is based on the estimates of
13 the engineers and the number of property owners,
14 simply come up with the per lot charge and to reassure
15 you that if by some very unusual circumstances
16 additional charges had to be made, we could not do
17 that unilaterally. It would have to be done in
18 connection with the community.
19 I think if you have -- I would like to leave
20 questions and comments like this to a little later
21 where we can get your name and your address on the

Page 42

1 record and try to limit the questions and answers
2 during the presentation to how did you get that
3 number, and then if you have additional concerns, to
4 come up and state them for the record because we would
5 like to have them on the record.
6 The concern that you expressed about coming
7 back later, that would be -- we would like to get that
8 on the record in a better way where we've got your
9 name and the court reporter can hear you better.
10 At this point I think we wanted to simply
11 convey what the math was and to let you know that we
12 can't change these numbers without coming back to
13 you. So I think that was the main point here.
14 We had hoped to consolidate the questions
15 and answers a little bit better than we have, but if
16 you would like to say something else, and then this
17 gentleman here, we'll move on.
18 UNIDENTIFIED SPEAKER: But it is a state tax
19 where the state is assessing us as property owners --
20 correct --
21 MS. STEVENSON: No, that is not --

Page 43

1 UNIDENTIFIED SPEAKER: -- as Lake Linganore
2 or --
3 MS. STEVENSON: No, that is incorrect. And
4 if I may, I would like to ask our principal counsel
5 Sean Coleman to address the difference between a state
6 tax and the service district charge. Mr. Coleman?
7 MR. COLEMAN: Good evening. What I'll do is
8 I'll just move into my part of the presentation, and
9 I'll answer your question as we're going through.
10 The Maryland Environmental Service is
11 authorized by the general assembly, by statute the
12 general assembly has enacted to create service
13 districts. The service districts are limited to
14 certain stated purposes. In this particular instance
15 the service district is limited solely to repair
16 improvement to the Lake Merle dam.
17 An analysis has been done that benefits by
18 the improvement to that dam benefit the entire
19 community, and that's why the charge -- and it's not a
20 tax, it's a charge -- has been spread out across the
21 board to the entire community. In order for Maryland

Page 44

1 Environmental Service to create this service district,
2 there's a number of steps it has to go through.
3 First is that it creates a five-year plan,
4 which it has done, and the plan is available at the
5 Lake Linganore office as well as at Maryland
6 Environmental Service.
7 It then must hold a public information
8 hearing, which it is doing tonight.
9 In order to establish the charge to be
10 imposed on the properties that are benefited by the
11 project, it also has to have a hearing, and so it's
12 combining those two hearings tonight, both on charge
13 and on the plan itself.
14 The next steps in the process are that the
15 plan must be approved and the service district created
16 by an action of the board of directors of the Maryland
17 Environmental Service, and MES is governed by a nine-
18 member board of directors. They will meet on
19 Thursday, May 28th, to consider adopting the service
20 district and the plan.
21 Another step in the process is that the

Page 45

1 Frederick County commissioners must also approve the
2 plan. Representatives of the agency have met with the
3 commissioners and given them an informational mode
4 background on what this project is all about and what
5 the service district is encompassing, but the county
6 commissioners will take their formal action to approve
7 the plan on June 16th at 7:00 p.m.
8 When MES' board meets on May 28th, if it
9 votes to approve the district and approve the plan, it
10 will do so contingent on the Frederick County
11 commissioners also approving that plan. After the
12 plan and services become effective, Maryland
13 Environmental Service will then issue invoices that
14 will be sent out to the property owners.
15 Again, the charge to the property owners is
16 uniform, that is, all the lots in the Lake Linganore
17 PUD are being assessed the same amount because at this
18 point the staff has determined that the benefit to all
19 those lots is essentially equal. That is a one-time
20 charge.
21 As was mentioned earlier, if it's determined

Page 46

1 that that charge is not sufficient, we would have to
2 go through this process again. The project would not
3 stop. The project would move forward. It would then
4 be a question as to where MES would obtain funding in
5 the meantime or whether it would be required
6 ultimately to bear those costs that were incurred in
7 excess of the charge that's collected. But the
8 project will move forward so that it can be completed,
9 so that costs can be minimized, so that disruption to
10 the community can be minimized as well. Yes, ma'am?
11 UNIDENTIFIED SPEAKER: My question is if
12 this is the same scenario that's in the dam down, say,
13 in Spring Ridge, the community down the road, would
14 the same process take place that you would charge the
15 community, the owners, or would they be charged
16 through the county or something?
17 MR. COLEMAN: Is that within the PUD, the
18 community? The question was whether if improvements
19 had to be made to a dam in another community --
20 UNIDENTIFIED SPEAKER: That was not in Lake
21 Linganore.

Page 47

1 MR. COLEMAN: -- and it was not in Lake
2 Linganore, what process -- I can't answer that because
3 I don't know the background of that community. We
4 would look at how that --
5 UNIDENTIFIED SPEAKER: Generally do you
6 charge the people or generally do you go through the
7 county or the state?
8 MR. COLEMAN: No. The way the Maryland
9 Environmental Service has structured these service
10 districts in the past is that the individual lot
11 owners within each community have been charged. They
12 have not established a service district where a
13 homeowners association has been charged, then the
14 homeowners association has turned around and collected
15 that from the resident. The charge has been billed by
16 and collected by MES directly to each individual lot
17 owner within the service district. Yes, sir?
18 UNIDENTIFIED SPEAKER: Obviously if you send
19 out 2,000 bills, you don't expect to really get 2,000
20 checks. I mean people are just not going to pay the
21 money. What happens to those people? Who does the

Page 48

1 collection?
2 MR. COLEMAN: Okay. A couple things will
3 happen. The question was what happens if someone
4 doesn't pay? Maryland Environmental Service is
5 authorized by law to place a lien on property that has
6 not paid the charge. In the past the practice has
7 been that we would first contact the property owner
8 and find out what the problem is. If there was no
9 attempt being made by the property owner to pay, then
10 we would put a lien on the property, and then from
11 there we would assess moving to enforce that lien or
12 taking some other effort to collect the charge.
13 The problem for most homeowners is going to
14 be that if a lien -- you need to look at your mortgage
15 documents carefully because a lot of mortgage
16 documents have some pretty onerous provisions if you
17 allow your property to be burdened with a lien of this
18 type. So it's to the property owner's benefit to pay
19 the charge and not have that lien placed on their
20 property.
21 UNIDENTIFIED SPEAKER: --

Page 49

1 MR. COLEMAN: Yes, sir. It is Maryland
2 Environmental Service that will be collecting it.
3 Yes, ma'am?
4 UNIDENTIFIED SPEAKER: I wanted to finish
5 sort of I think where she was going. So suppose the
6 larger dam on the main lake. Is that something that
7 comes back to us or is that something handled by --
8 MR. COLEMAN: This service district is
9 strictly for Lake Merle dam.
10 UNIDENTIFIED SPEAKER: -- that happens to
11 the homeowners again of a project of that capacity in
12 the larger dam?
13 MR. COLEMAN: From a regulatory standpoint,
14 yes, there could be a problem that would require that
15 improvements be made to the dam. I'm not aware that
16 that situation exists right now. What would occur --
17 let me just say that with regard to this plan, it's
18 strictly for Lake Merle. If in fact the community
19 needed to make repairs to any other dam, the process
20 of creating one of these five-year plans and putting
21 it out to the public for comment, determining costs,

Page 50

1 determining charges, that would start completely
2 over.
3 MES could not modify this plan unilaterally
4 to encompass any other project. It would have to go
5 back to the community and seek input. And frankly
6 from past experience, the board of directors would not
7 allow the staff to move forward on drafting a plan
8 unless the board of directors of the Lake Linganore
9 Association asked MES to do that. It would not act
10 unilaterally.
11 UNIDENTIFIED SPEAKER: I guess my point is
12 that at what point does it stop? I mean like I like
13 improvements, and $105 is not tremendous compared to
14 thousands of dollars maybe that it would take to do
15 the main dam, but where does it stop where the
16 homeowner keeps getting charged, you know, with a
17 community like this?
18 MR. COLEMAN: It's a question that really
19 needs to go to the board ultimately, and maybe they
20 can answer it after the meeting because they have all
21 the background on where MDE is in terms of inspecting

Page 51

1 these dams and making comments to them about the need
2 for improvement. Yes, ma'am?
3 UNIDENTIFIED SPEAKER: I just have a quick
4 clarifying question. I must have misunderstood
5 something. When the finances were up -- I don't know
6 your name. I'm sorry --
7 MS. HARTMANN: That's okay.
8 UNIDENTIFIED SPEAKER: -- you had said that
9 you wouldn't bill Lake Linganore Association because
10 it would be billing themselves?
11 MS. HARTMANN: That's correct.
12 UNIDENTIFIED SPEAKER: But then you just
13 said that MES collects the money and handles
14 everything. So I missed something somewhere.
15 MR. COLEMAN: Okay. What Ms. Hartmann was
16 referring to were the 20 properties that are owned
17 either by governmental agencies or Lake Linganore
18 Association. They will not be charged the $105.
19 UNIDENTIFIED SPEAKER: But how is that
20 billing themselves? Because Lake Linganore -- I'm
21 confused.

Page 52

1 MR. COLEMAN: Okay. If the Lake Linganore
2 Association were charged that benefit charge, then
3 they would just turn around and bill each one of you
4 several cents, I guess, per property for that $105 per
5 lot. So it would come back to the community as well.
6 MR. KENDALL: I think that once again we
7 need the point introduced that the Lake Linganore
8 Association is you. That's it. It's not some
9 separate entity out here flailing around charging you
10 money. It is you, the representatives sitting here.
11 You are the ones -- the point is this group right
12 here -- to run your association for you. So when you
13 say we need to tax the association because they're
14 taking advantage of our roads, then you are taking
15 advantage of your roads, you're right. You're taking
16 advantage of your roads or of your dams or of your
17 lakes because the association is like big brother.
18 It's you. And that's the best way I can put it.
19 MR. COLEMAN: Did we answer the question?
20 Okay. We could do it one of two ways, MES could.
21 They could not charge Lake Linganore anything, and

Page 53

1 then the cost of all the other property owners would
2 go up a few cents, or they could charge the Lake
3 Linganore Association, Inc. $105 per lot -- and I
4 don't know how many lots that is -- and what they
5 would do is then they would put that money that they
6 would need to pay that assessment in their budget, and
7 they would turn around and collect it from you, a few
8 pennies for every lot owner in the PUD. So
9 administratively it made more sense to just exempt
10 those properties out.
11 UNIDENTIFIED SPEAKER: I guess I just made
12 the mistake then. I assumed there was money in our
13 association budget for repairs of these kind of
14 facilities so that we wouldn't be coming back later.
15 But I guess --
16 MR. COLEMAN: Yes, sir?
17 UNIDENTIFIED SPEAKER: You have on your
18 chart a five-year plan and customer charges. What is
19 the five-year plan for this particular project?
20 MR. COLEMAN: The five-year plan is to
21 finish the project in 90 days. The statute uses the

Page 54

1 term five-year plan, and what you've got is a statute
2 that tries to do a lot of different things. It's very
3 flexible, but in this project it becomes somewhat
4 confusing. There may be instances not in Lake
5 Linganore but in other parts of the state where
6 Maryland Environmental Service might be asked to
7 assist the community with a water supply system or a
8 wastewater treatment facility, and there you would be
9 talking about capital improvements that would be
10 stretched over a longer period of time that would be
11 implemented over a longer period of time.
12 The five-year plan is the term that's used
13 in the statute, and the customer charges are the
14 benefit charges, the $105 to each lot owner.
15 MR. KENDALL: I think it's important that
16 the group here represented as the homeowners realize
17 that there was a conscious decision made by the board
18 in 1996 when they agreed to go with MES, that there
19 would be a one-time charge as opposed to spreading it
20 out over a five-year period. Because of additional
21 financing charges in there, it would have cost you

Page 55

1 more than the $105 that was estimated. That's
2 basically why it's a one-time assessment for a
3 five-year plan.
4 MR. COLEMAN: We have done other projects
5 for improving stormwater management dams where the
6 costs have been stretched over a longer period of
7 time, and primarily those were communities that had a
8 much smaller number of homeowners. The costs were
9 comparable, but because it had fewer homeowners the
10 cost per lot was significantly higher, so we did
11 stretch those costs over a period of time. And there
12 it was much more credible to have the ability to have
13 a five-year plan for that purpose.
14 I'll turn it back over to -- yes, sir?
15 UNIDENTIFIED SPEAKER: I think I have a
16 question, first of all. One of the ladies said one
17 concern was how did you arrive at $344,000? Part of
18 that is a contract, and I understand we have a
19 contract signed for so much money to do the dam.
20 Could we have the major components of this 344?
21 MS. HARTMANN: Sure. Obviously construction

Page 56

is a major portion of that $344,195. We also have fees associated with invoicing and collection, fees associated with the engineering design, fees associated with construction inspection and other engineering services. And then there's always the contingency which will of course take into account any kind of change orders.

UNIDENTIFIED SPEAKER: Can you tell us how much the contract is?

MS. HARTMANN: I'm sorry, sir?

UNIDENTIFIED SPEAKER: The contract. How much is the --

MR. KENDALL. The contract is 183 plus or minus some change, 183,000.

MS. HARTMANN: You can review the plan in detail. John Kendall has it in his office. All the dollars are laid out and add right up to 344,000.

MR. BROSIUS: A couple of comments I would like to make. Apparently it's not understood here, among some of the people at least, that this matter came up when the state reviewed the slippage on the

Page 57

front that was discussed. They applied their new standards of half PMS. They decided under those new standards that dam construction, that needed to be repaired or something.

Now, the board of directors has been discussing this, and numerous committee members including engineers and construction people and developers and others have really gone into great detail on examining this, and they decided that this is the best avenue to take.

Now, the other avenues were the association didn't have to fix the dam. The Maryland state said you either fix it or you tear it down. So that was one of the options that this association had. Empty the lake, destroy the dam, build a bridge to get over to Balmorrow.

Well, the committee and everybody that worked on it decided that that wasn't a viable alternative. So once that decision was made that it had to be done, then the question was how do you do it? And there were numerous, I think eight or ten

Page 58

different possible alternatives including concreting the front of the dam and many other things. And finally came up with this idea that has now been adopted, approved by the committee and by the board of directors. I think there's three different boards that have worked on this.

And then we didn't have to use MES. We could have paid for it in cash if we had cash. We could have borrowed money from the local bank if they'll lend us the money, or we could go to this state agency, nonprofit agency which was designed to do things like this, that is, to finance various and sundry projects, sewer, water and other things in communities where it wasn't practical to get other kinds of financing or where the community didn't have the money to do it itself.

The community here has decided. Your representatives in committees and on the board of directors have decided that MES is the best way to go and that the type of construction was the best way to go, and they did it to a fare thee well and have what

Page 59

appears to be the best kind of contract we can get to do it. So the difference between 183,000 and 344 is made up of contingencies and fees and interest and other such things.

And once you pay your $105, it's all over, and it would seem to me from a practical point of view including a 15 percent contingency, there should be enough in this fund that we would not have to come back and ask for any additional assessment. Is that a fair appraisal?

MS. HARTMANN: That's correct.

UNIDENTIFIED SPEAKER: Do you have any idea of how much this money if any is reimbursements back to the association for monies already spent? Or is this all money to be spent fresh from now on because there has been tens of thousands of dollars previously spent by the association?

MR. COLEMAN: We don't know that tonight, but yeah, some of the money will go to engineering fees that have already been paid. We don't have a breakdown tonight. We can get that for you.

Page 60

MS. HARTMANN: It's in the plan. That type of detail is in the plan.

MS. STEVENSON: Are there any other questions for Mr. Coleman? I think we've had some good back and forth over the last 20 minutes on actual parts of the plan, and I know some of you have thought about this and you have some concerns, and you may want to go on record to state those concerns for MES and for your board of directors. This would be a time to do that.

No one has actually signed up to make a statement at this time. So if you are interested in making a statement or a comment or a suggestion, I would invite you to come up and to state your name for the record and to make that statement now.

Yes, sir, please come up.

MR. ALSPAUGH: I'd like to make just a couple of clarifications. I'm Jack Alspaugh.

MS. STEVENSON: Could you spell your name for the court reporter?

MR. ALSPAUGH: That's A-l-s-p-a-u-g-h. I

Page 61

guess one clarification is that the state, to the best of my knowledge, has never told us we had to fix the dam or improve the dam. They said we had to fix the safety problem and eliminate the hazard, and one of the ways of eliminating the hazard that we looked at was to remove the dam. Surprisingly enough, it's not the cheapest alternative. This plan was the cheapest alternative. Removing the lake and removing the dam is more expensive.

UNIDENTIFIED SPEAKER: How much more?

MR. ALSPAUGH: There are a couple of names of people to give credit to for getting this far. I think Dr. Chris Goodwin was very helpful at the very beginning of this process, and certainly Terry Christian has been instrumental in solving the problems. Bill Strang, Bill Brosius, a lot of people, if it weren't for their work, we wouldn't be here tonight and the dam would be gone.

MS. STEVENSON: Thank you. Is there anyone else in the any of the citizens who would like to make a statement?

Page 62

1 MR. FRANK: I don't know if this is the
2 right opportunity, and I'm probably addressing the
3 board.
4 MS. STEVENSON: Could you state your name,
5 please.
6 MR. FRANK: My name is Ian Frank.
7 MS. STEVENSON: And would you spell it,
8 please.
9 MR. FRANK: I-a-n, F-r-a-n-k.
10 MS. STEVENSON: Thank you, sir.
11 MR. FRANK: We haven't heard really the
12 alternative of draining the lake. As far as I know
13 from doing studies on the lake, the biggest living
14 thing is leeches. I mean it's not a real viable
15 lake. I hear that it was more expensive to drain it.
16 I'd like to see it turned into a ball field, and then
17 you wouldn't have future problems with the dam.
18 I think that this is a good idea, and I
19 think if you're going to fix the lake, this is the
20 only alternative to have, but we haven't heard
21 anything about putting a bridge in and turning it into

Page 63

1 a ball field. That's about all I can say.
2 MS. STEVENSON: Please come up.
3 MR. CHRISTENSEN: My name is Terry
4 Christensen, C-h-r-i-s-t-e-n-s-e-n. I've been
5 involved with this for about three years, and just to
6 give you some idea, first of all I'd like you to
7 understand that the dam belongs to the Lake Linganore
8 Association. It presents in this particular case
9 division of dam safety looks at in its current
10 condition as a liability to the association, and from
11 the standpoint of the dam safety division is that they
12 want to reduce the hazard to the downstream residents
13 which could result in a overtopping of the dam and
14 possible flood situation downstream. So that's really
15 what the criteria was for either removal or
16 improvement of the dam.
17 As an answer to the question the board of
18 directors did have, as I remember, at least a couple
19 of occasions where we did have the opportunity to
20 review this, recognizing that this has been sometime
21 ago, probably in the neighborhood of 18 to 24 months

Page 64

1 ago, but we did discuss this. One of the alternatives
2 was to breach the dam. I guess I don't have the exact
3 figure, but in retrospect as I understand and as I
4 remember, it was probably well in excess of two times
5 the amount that's been designated here in order to do
6 that, at least from a construction standpoint.
7 Part of that, as you indicated, was to do
8 some renovations, to basically renovate it to the
9 point where it could be useable aesthetic, and that
10 was the primary cost, as well as to provide access for
11 the Balmorrow residents. So there has been a lot of
12 thought gone into this. There have been presentations
13 made recognizing that tonight those alternatives have
14 not been discussed particularly in detail, but this is
15 the culmination of all of those processes that
16 occurred over the last three years.
17 So I just wanted to clarify the record a
18 little bit so that everybody would understand that.
19 Basically the association owns the dam. The
20 association has the responsibility in order to make
21 certain that that dam does not cause a hazard

Page 65

1 downstream. Basically that's why we're here and
2 trying to get this financed tonight.
3 MS. STEVENSON: Thank you, Mr. Christensen.
4 Mr. Dinkelacker?
5 MR. DINKELACKER: Thank you. Just for your
6 information, on June 21st, 1995 there is an
7 advertisement in the Frederick Post letting the
8 members of Lake Linganore Association know that they
9 will meet at New Market Grange to discuss the Lake
10 Merle issue. And every year we've had probably at
11 least one meeting talking about the Lake Merle issue.
12 And as far as the fishing is concerned in Lake Merle,
13 I'll let somebody else talk about that.
14 MS. STEVENSON: I would like to remind
15 folks -- please come on up -- that this hearing
16 combines both your comments on the plan as well as the
17 charge, so either one of those aspects could be the
18 subject of your comment. Yes, sir?
19 MR. STRANG: My name is Bill Strang,
20 S-t-r-a-n-g. In February or late January about two
21 years ago at an annual meeting of the association I

Page 66

1 was informed that my house was nearly washed away
2 because the dam overtopped. It was the first I'd ever
3 heard about it. And in fact I am the reason you're
4 all here.
5 When my house was built there was no
6 problem. When my house was surveyed before I
7 purchased it, there was no problem. There was a
8 problem after the rules were changed. I'm not the
9 only house. There are several of us.
10 One of the options we considered was buying
11 us out. That would have meant about $600,000 and
12 still wouldn't have solved the problem because a whole
13 lot of other issues and a whole lot of houses were
14 barely touched by the project.
15 If the dam is overtopped and washes out,
16 there is some 20, 24 houses that can be damaged to a
17 certain extent. They were all built before the rules
18 were changed.
19 We've talked about many options over the
20 years. A lot of them are rejected because of the
21 cost. Breaching the dam is one of those. Because of

Page 67

1 the aesthetics. Putting a concrete facing on the dam
2 was rejected for that reason but also for -- that was
3 the state's first option.
4 We talked about putting channels in, new
5 spillways. The gabion option was the one that was the
6 cheapest, the most aesthetically pleasing and was the
7 least burden on all of us. Thank you.
8 MS. STEVENSON: Thank you, Mr. Strang. Any
9 other of the residents? Any members of the board that
10 would like to make any additional statements? Okay.
11 I think as Mr. Coleman indicated there are
12 two other opportunities for public comment. One is in
13 front of our board of directors on May 28th. If any
14 of you are interested in attending that, I would ask
15 that you give me a call, and I will give you
16 directions to our meeting on the 28th. My phone
17 number is 410 974-7281, and if you want to catch me as
18 I'm going out, I'll give you one of my cards.
19 Also as Mr. Coleman pointed out, the board
20 of commissioners will consider the plan at the June
21 16th meeting. That is the information that we have

1 received from the board's counsel.
2 Any other matters that I should bring up at
3 the hearing? No? Okay. If not, we'll conclude this
4 hearing. Thank you and good evening.
(Thereupon, at 8:20 p.m. the Public
Information Hearing was concluded.)
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1 State of Maryland
2 City of Baltimore
3 I, Sharon D. Livingston, a Notary Public of
4 the State of Maryland, City of Baltimore, do hereby
5 certify that the within-named witness personally
6 appeared before me at the time and place herein set
7 out, and after having been first duly sworn by me,
8 according to law, was examined by counsel.
9 I further certify that the examination was
10 recorded stenographically by me and this transcript is
11 a true record of the proceedings.
12 I further certify that I am not of counsel
13 to any of the parties, nor an employee of counsel, nor
14 related to any of the parties, nor in any way
15 interested in the outcome of the action.
16 As witness my hand and seal this 20th day of
17 May, 1998.
18
19
20 Sharon D. Livingston
21 My Commission Expires 07-31-2001

$100 [2] 33:4 41:2
$105 [13] 33:2 33:8 33:11 34:9 34:10 40:16 50:13 51:18 52:4 53:3 54:14 55:1 59:5
$300 [1] 39:21
$300,000 [1] 25:4
$344,000 [1] 55:17
$344,195 [2] 32:12 56:1
$5 [1] 41:4
$600,000 [1] 66:11
'60s [1] 21:4
'93 [1] 22:20
00 [2] 1:13 45:7
07-31-2001 [1] 69:21
100 [1] 17:12
10601 [1] 1:14
15 [6] 27:19 38:11 38:12 38:12 39:3 59:7
16th [2] 45:7 67:21
18 [2] 1:12 63:21
18-inch [1] 27:19
183 [1] 56:13
183,000 [2] 56:14 59:2
1981 [1] 27:8
1993 [1] 4:13
1995 [2] 4:16 65:6
1996 [1] 54:18
1998 [3] 1:12 27:1 69:17
2,000 [2] 47:19 47:19
20 [6] 32:16 34:7 51:16 60:5 66:16 68:5
2011 [2] 2:4 2:8
20th [1] 69:16
21234 [1] 1:20
21401-2911 [1] 2:5
21401-2995 [1] 2:9
21774 [1] 1:15
21st [1] 65:6
24 [2] 63:21 66:16
2422 [1] 1:19
256-8410 [1] 1:21
28th [4] 44:19 45:8 67:13 67:16
3,000 [1] 34:11
3,278 [2] 32:15 34:6
344 [2] 55:20 59:2
344,000 [1] 56:17
410 [2] 1:20 67:17
500,000 [1] 5:8
7 [2] 1:13 45:7
8 [1] 68:5
800 [1] 1:21
882-0208 [1] 1:20
90 [4] 18:17 39:7 39:8 53:21
974-7281 [1] 67:17
A-l-s-p-a-u-g-h [1] 60:21
abilities [1] 7:6
ability [2] 7:7 55:12
able [2] 25:11 26:8
above-entitled [1] 1:12
absolutely [3] 35:21 36:2 36:6
access [2] 29:19 64:10
accommodate [2] 26:1 26:3
accomplish [1] 7:8
according [1] 69:8
account [1] 56:6
acre [2] 14:19 14:19
act [2] 28:8 50:9
action [4] 12:21 44:16 45:6 69:15
activities [3] 10:2 19:4 38:2
activity [1] 19:9
acts [1] 30:11
actual [3] 13:13 20:8 60:5
add [1] 56:17
addition [1] 33:11
additional [11] 17:9 25:7 25:14 33:10 37:4 40:12 41:16 42:3 54:20 59:9 67:10
address [3] 40:20 41:21 43:5
addressed [1] 36:3
addressing [1] 62:2
adequate [1] 25:16
administered [1] 32:5
administratively [1] 53:9
adopted [1] 58:4
adopting [1] 44:19
advantage [4] 16:4 52:14 52:15 52:16
advertisement [1] 65:7
aesthetic [1] 64:9
aesthetically [3] 17:21 24:15 67:6
aesthetics [5] 12:10 16:6 18:11 19:1 67:1
affected [1] 7:17
afterwards [1] 40:20
again [12] 12:3 17:14 18:4 19:9 22:9 26:6 29:10 41:6 45:15 46:2 49:11 52:6
against [1] 28:9
agencies [1] 51:17
agency [5] 6:12 6:15 8:6 45:2 58:11 58:11
agenda [1] 1:12
ago [5] 22:10 33:19 63:21 64:1 65:21
agreed [2] 36:4 54:18
Alan [1] 4:5
allow [9] 14:1 15:3 16:19 17:14 24:11 35:20 37:9 48:17 50:7
allows [3] 14:6 17:16 17:18
alluded [1] 8:8
almost [2] 5:19 16:17
Alspaugh [5] 5:2 60:17 60:18 60:21 61:11
alternative [5] 57:19 61:7 61:8 62:12 62:20
alternatives [8] 24:1 24:3 24:8 24:9 24:10 58:1 64:1 64:13
always [2] 13:1 56:5
amazing [1] 14:18
amenities [1] 12:7
among [1] 56:20
amount [4] 10:21 33:4 45:17 64:5
analysis [1] 43:17
Annapolis [2] 2:5 2:9
Anne [1] 12:15
annual [1] 65:21
answer [6] 9:10 43:9 47:2 50:20 52:19 63:17
answered [1] 27:10
answers [2] 42:1 42:15
anybody's [1] 18:16
anyhow [1] 15:3
anyway [1] 4:9
apparent [1] 33:7
APPEARANCES [1] 2:1
appeared [1] 69:6
applied [1] 57:1
appraisal [1] 59:10
appreciate [1] 6:8
appropriate [2] 10:9 31:13
appropriating [1] 30:1
approval [1] 21:14
approve [4] 45:1 45:6 45:9 45:9
approved [3] 18:18 44:15 58:4
approving [1] 45:11
area [3] 11:9 12:17 14:15
areas [1] 12:13
arrive [1] 55:17
Arundel [1] 12:15
aspect [1] 7:3
aspects [5] 8:19 9:19 31:15 32:1 65:17
assembly [2] 43:11 43:12
assess [3] 13:3 41:6 48:11
assessed [2] 36:13 45:17
assessing [1] 42:19
assessment [4] 36:3 53:6 55:2 59:9
assigned [1] 8:21
assist [1] 54:7
Assistant [1] 2:2
assisting [1] 9:16
associated [3] 56:2 56:3 56:4
association [32] 2:10 3:3 7:11 8:17 27:9 32:18 33:6 33:17 41:8 41:8 47:13 47:14 50:9 51:9 51:18 52:2 52:8 52:12 52:13 52:17 53:3 53:13 57:11 57:14 59:14 59:17 63:8 63:10 64:19 64:20 65:8 65:21
association's [1] 38:4
assume [1] 20:17
assumed [1] 53:12
assuming [1] 37:9
attempt [1] 48:9
attending [1] 67:14
attorney [3] 2:2 2:3 8:21
audience [1] 6:10
authority [2] 6:14 35:21
authorized [2] 43:11 48:5
available [2] 32:8 44:4
avails [1] 30:20
avenue [1] 57:10
avenues [1] 57:11
aware [3] 10:6 22:8 49:15
away [2] 20:21 66:1
backbone [1] 15:21
background [5] 4:10 6:11 45:4 47:3 50:21
bad [2] 23:9 27:2
balance [1] 26:11
ball [2] 62:16 63:1
Balmorrow [3] 36:4 57:16 64:11
Baltimore [3] 1:20 69:2 69:4
bank [4] 5:11 5:12 5:17 58:9
barely [1] 66:14
barrier [1] 16:13
base [3] 20:7 21:19 30:12
based [2] 29:18 41:12
bear [2] 21:3 46:6
became [2] 4:15 4:18
become [1] 45:12
becomes [2] 17:10 54:3
beginning [1] 61:14
behind [1] 22:10
belongs [1] 63:7
below [1] 4:17
benefit [6] 10:18 43:18 45:18 48:18 52:2 54:14
benefited [1] 44:10
benefits [3] 10:5 13:12 43:17
best [6] 52:18 57:10 58:19 58:20 59:1 61:1
better [3] 42:8 42:9 42:15
between [3] 6:5 43:5 59:2
beyond [1] 20:5
big [2] 17:1 52:17
biggest [2] 11:5 62:13
bill [7] 2:13 32:18 51:9 52:3 61:16 61:16 65:19
billed [1] 47:15
billing [2] 51:10 51:20
billings [1] 33:5
bills [1] 47:19
bit [8] 7:18 15:5 16:2 18:14 25:3 35:17 42:15 64:18
blanket [2] 27:19 27:20
blocked [1] 14:16
board [24] 3:17 4:7 4:16 5:17 18:19 32:20 40:19 43:21 44:16 44:18 45:8 50:6 50:8 50:19 54:17 57:5

58:4 58:18 60:9 62:3 63:17 67:9 67:13 67:19
board's [1] 68:1
boards [1] 58:5
bodies [1] 12:17
bones [1] 39:17
borrowed [1] 58:9
bottom [2] 28:7 28:17
boxes [3] 13:19 15:13 28:11
breach [1] 64:2
Breaching [1] 66:21
breakdown [1] 59:21
bridge [2] 57:15 62:21
bring [1] 68:2
bringing [1] 29:13
Brosius [3] 2:13 56:18 61:16
brother [1] 52:17
brought [1] 7:9
brush [1] 13:6
brushes [1] 16:20
budget [2] 53:6 53:13
build [3] 10:13 36:6 57:15
building [2] 24:4 24:5
built [6] 4:17 11:21 5:16 21:4 66:5 66:17
bunch [3] 16:7 24:2 24:10
burden [1] 67:7
burdened [1] 48:17
buried [1] 20:15
bushes [2] 17:6 18:9
business [1] 10:3
buying [1] 66:10
C [1] 3:1
C-h-r-i-s-t-e-n-s-e-n [1] 63:4
capacity [1] 49:11
capital [2] 32:4 54:9
capture [1] 37:21
cards [1] 67:18
care [3] 33:20 40:14 40:19
carefully [1] 48:15
carrier [1] 4:14
case [3] 7:4 38:8 63:8
cash [2] 58:8 58:8
catastrophic [2] 1:6 11:7
catch [1] 67:17
Catherine [6] 2:6 3:8 3:14 3:15 9:20 26:8
center [3] 17:1 17:7 29:1
centers [1] 6:18
cents [2] 52:4 53:2
certain [3] 43:14 64:21 66:17
certainly [2] 26:7 61:14
certify [3] 69:5 69:9 69:12
chance [2] 4:1 23:4
change [7] 13:21 18:1 18:11 19:1 42:12 56:7 56:14
changed [3] 21:5 66:8 66:18
channels [2] 17:13 67:4
charge [25] 33:1 33:8 33:10 33:10 41:14 43:6 43:19 43:20 44:9 44:12 45:15 45:20 46:1 46:7 46:14 47:6 47:15 48:6 48:12 48:19 52:2 52:21 53:2 54:19 65:17
charged [6] 46:15 47:11 47:13 50:16 51:18 52:2
charges [7] 1:6 41:16 50:1 53:18 54:13 54:14 54:21
charging [1] 52:9
chart [1] 53:18
cheapest [5] 24:15 38:1 61:7 61:7 67:6
checks [1] 47:20
chicken [1] 16:7
choices [1] 5:6
chooses [1] 39:8
Chris [2] 19:18 61:13
Christensen [3] 63:3 63:4 65:3
Christian [1] 61:15
CHRISTINE [1] 2:6
Christy [2] 8:15 30:3
Chuck [1] 2:12
circumstances [1] 41:15
cited [1] 21:1
citizens [1] 61:20
City [2] 69:2 69:4
clarification [1] 61:1
clarifications [1] 60:18
clarify [1] 64:17
clarifying [1] 51:4
clay [3] 17:1 17:2 17:7
clays [1] 16:12
clear [2] 13:6 40:3
clubhouse [1] 32:9
Coleman [23] 2:2 8:20 43:5 43:6 43:7 46:17 47:1 47:8 48:2 49:1 49:8 49:13 50:18 51:15 52:1 52:19 53:16 53:20 55:4 59:18 60:4 67:11 67:19
collapse [1] 14:12
collect [3] 33:9 48:12 53:7
collected [3] 46:7 47:14 47:16
collecting [1] 49:2
collection [2] 48:1 56:2
collects [1] 51:13
College [1] 32:21
combines [1] 65:16
combining [1] 44:12
combo [1] 27:2
coming [8] 22:6 22:10 23:10 23:17 39:21 42:6 42:12 53:14
commencing [1] 1:13
comment [6] 7:16 33:14 49:21 60:13 65:18 67:12
comments [6] 3:12 9:13 41:20 51:1 56:18 65:16
Commerce [2] 2:4 2:8
Commission [1] 69:21
commissioners [5] 45:1 45:3 45:6 45:11 67:20
committee [3] 57:6 57:17 58:4
committees [1] 58:18
communication [1] 6:5
communities [4] 6:17 12:3 53:7 58:14
community [16] 6:9 7:1 7:20 8:9 12:9 12:10 12:13 21:15 24:8 26:7 26:11 32:14 32:20 35:21 38:4 41:18 43:19 43:21 46:10 46:13 46:15 46:18 46:19 47:3 47:11 49:18 50:5 50:17 52:5 54:7 58:15 58:17
community's [2] 4:2 11:20
compacted [1] 16:12
comparable [1] 55:9
compared [2] 26:9 50:13
completed [2] 3:3 46:8
completely [1] 50:1
components [1] 55:20
composted [1] 6:19
Compro [1] 6:20
concern [2] 42:6 55:17
concerned [2] 38:16 65:12
concerning [1] 1:11
concerns [4] 22:13 42:3 60:7 60:8
conclude [1] 68:3
concluded [1] 68:6
concrete [1] 67:1
concreting [1] 58:1
condition [1] 63:10
conditions [1] 5:8
conducting [1] 32:6
configured [1] 28:12
confused [1] 51:21
confusing [1] 54:4
connection [1] 41:18
conscious [1] 54:17
consent [1] 8:9
consider [5] 10:9 12:14 25:19 44:19 67:20
considerably [2] 25:9 26:14
considered [2] 25:16 66:10
consolidate [1] 42:14
Construct [1] 29:9
construction [15] 19:4 19:9 21:5 21:13 21:15 24:20 26:13 27:1 32:10 55:21 56:4 57:3 57:7 58:20 64:6
contact [1] 48:7
context [1] 4:4
contingencies [3] 32:11 38:9 59:3
contingency [4] 38:8 38:20 56:6 59:7
contingent [1] 45:10
continue [2] 16:10 31:17
continuity [1] 30:16
contract [8] 39:11 39:13 55:18 55:19 56:9 56:11 56:13 59:1
contractor [1] 39:11
conversation [1] 31:17
convey [1] 42:11
copy [2] 6:4 32:8
core [2] 16:12 16:14
correct [8] 25:13 28:15 28:18 28:19 29:2 42:20 51:11 59:11
correction [1] 31:16
cost [20] 20:16 25:1 25:2 25:9 32:6 32:9 33:8 34:13 34:14 34:21 35:13 37:21 38:7 38:7 39:19 53:1 54:21 55:10 64:10 66:21
costs [13] 13:1 26:14 29:18 32:4 32:12 35:2 35:14 46:6 46:9 49:21 55:6 55:8 55:11
counsel [7] 2:3 9:2 43:4 68:1 69:8 69:12 69:13
counterweight [1] 28:9
counties [1] 6:16
county [7] 12:15 32:20 45:1 45:5 45:10 46:16 47:7
couple [5] 48:2 56:18 60:18 61:11 63:18
course [2] 39:2 56:6
court [4] 9:15 29:5 42:9 60:20
cover [3] 29:18 39:4 39:19
covered [4] 15:15 15:19 16:7 19:10
covers [1] 18:8
create [2] 43:12 44:1
created [1] 44:15
creates [1] 44:3
creating [2] 40:2 49:20
credible [1] 55:12
credit [1] 61:12
criteria [1] 63:15
Crossing [1] 1:13
crown [1] 18:7
culmination [1] 64:15
curbing [1] 29:20
current [2] 21:7 63:9
customer [2] 53:18 54:13
customers [1] 7:2
cut [1] 26:13
D [4] 1:15 3:1 69:3 69:20
dam [116] 3:20

4:16 4:18 4:19 4:19 5:5 5:13 5:14 7:4 7:13 7:19 8:1 8:1 8:6 8:7 10:8 10:9 10:10 10:12 10:13 10:20 11:7 13:3 13:5 13:13 14:1 14:6 14:7 14:9 14:9 14:11 14:21 15:9 15:10 15:10 15:19 16:11 16:12 17:8 17:10 17:15 18:10 18:16 19:17 19:21 20:8 20:19 21:2 21:19 22:5 23:12 24:5 24:5 25:21 26:2 26:2 26:4 26:17 26:20 27:4 28:12 29:1 29:11 30:2 30:6 30:19 31:15 32:7 33:18 33:20 33:21 34:14 36:9 36:10 36:19 37:5 37:10 37:16 37:18 39:16 39:17 40:4 40:15 43:16 43:18 46:12 46:19 49:6 49:9 49:12 49:15 49:19 50:15 55:19 57:3 57:12 57:15 58:2 61:3 61:3 61:6 61:8 61:18 62:17 63:7 63:9 63:11 63:13 63:16 64:2 64:19 64:21 66:2 66:15 66:21 67:1

damage [1] 17:15
damaged [2] 17:10 66:16
damaging [1] 16:21
dams [9] 4:14 13:9 21:3 21:9 21:10 30:11 51:1 52:16 55:5
danger [1] 15:9
dangers [2] 15:8 16:11
Dave [1] 2:12
days [4] 18:17 39:7 39:8 53:21
deal [2] 13:1 14:8
dealing [1] 15:6
dealt [1] 24:14
decent [1] 24:15
decide [2] 37:7 37:14
decided [6] 5:18 57:2 57:9 57:18 58:17 58:19
decision [4] 35:20 36:8 54:17 57:19
deeper [1] 28:14
Deer [1] 1:13
definitely [1] 26:8
degree [1] 24:21
delay [1] 39:18
Department [4] 8:2 8:4 8:10 34:1
Deputy [3] 2:6 3:10 3:16
describe [1] 28:2
design [2] 8:12 56:3
designated [1] 64:5
designed [1] 58:11
destroy [1] 57:15
detail [4] 56:16 57:9 60:2 64:14
detailed [1] 7:18
determination [1] 23:2
determine [2] 34:20 35:3
determined [5] 8:6 25:6 34:17 45:18 45:21
determining [2] 49:21 50:1
developer [1] 36:11
developer's [1] 36:13
developers [1] 57:8
development [1] 35:21
dictate [1] 13:9
dictated [1] 24:6
difference [2] 43:5 59:2
different [13] 6:16 12:3 12:13 15:18 18:7 24:2 24:8 36:7 37:21 40:13 54:2 58:1 58:5
difficult [1] 14:8
Dinkelacker [6] 4:1 4:6 6:7 8:8 65:4 65:5
dinosaur [1] 39:17
direct [2] 3:13 19:18
directions [1] 67:16
directly [1] 47:16
director [6] 2:6 2:7 3:10 3:16 8:15 9:21
directors [10] 44:16 44:18 50:6 50:8 57:5 58:5 58:19 60:9 63:18 67:13
dirt [6] 15:19 16:2 16:4 16:13 22:15 29:17
discharge [1] 14:6
discharged [1] 10:21
discuss [2] 64:1 65:9
discussed [2] 57:1 64:14
discussing [1] 57:6
disruption [1] 46:9
district [16] 1:5 1:6 3:19 7:8 7:12 7:15 43:6 43:15 44:1 44:15 44:20 45:5 45:9 47:12 47:17 49:8
district's [1] 7:19
districts [3] 43:13 43:13 47:10
divert [1] 29:21
divided [1] 40:13
division [4] 8:2 33:21 63:9 63:11
documents [2] 48:15 48:16
doesn't [8] 11:10 17:15 23:11 27:4 30:18 36:11 36:11 48:4
dollar [1] 33:3
dollars [5] 25:3 40:16 50:14 56:17 59:16
donate [1] 40:17
donating [1] 40:16
done [12] 15:11 24:20 37:20 38:3 39:7 39:8 39:9 41:17 43:17 44:4 55:4 57:20
Doris [1] 2:14
down [14] 10:21 11:8 11:14 12:4 12:4 12:14 12:16 14:18 17:2 18:3 30:1 46:12 46:13 57:13
downpipe [2] 31:1 31:11
downside [1] 14:11
downstream [7] 11:16 18:11 22:14 30:7 63:12 63:14 65:1
Dr [1] 61:13
drafting [1] 50:7
drain [5] 4:20 5:1 5:6 29:16 62:15
drainage [1] 29:21
draining [2] 5:1 62:12
drainpipe [1] 31:3
Drive [3] 1:14 2:4 2:8
driving [1] 10:7
drop [1] 31:2
drove [1] 12:8
duly [1] 69:7
during [5] 4:14 14:2 19:7 33:7 42:2
E [2] 3:1 3:1
earth [1] 23:18
earthen [6] 10:11 10:13 14:8 20:8 20:19 26:21
economic [1] 25:11
economical [1] 33:4
edge [1] 30:2
Education [1] 32:20
effective [1] 45:12
effectively [1] 30:17
effort [1] 48:12
eight [1] 57:21
either [6] 12:1 29:18 51:17 57:13 63:15 65:17
Elementary [1] 1:14
eliminate [1] 61:4
eliminating [1] 61:5
employee [1] 69:13
Empty [1] 57:14
enacted [1] 43:12
encompass [1] 50:4
encompassing [1] 45:5
end [8] 10:5 11:10 13:16 27:3 27:3 27:5 30:4 33:15
ended [1] 5:4
ends [1] 12:21
enforce [1] 48:11
enforcement [3] 12:21 13:5 13:7
engineer [3] 2:6 8:16 20:2
engineering [6] 5:3 5:9 24:6 56:3 56:5 59:19
engineers [3] 38:5 41:13 57:7
entire [3] 9:14 43:18 43:21
entities [1] 32:19
entity [1] 52:9
Environment [4] 8:3 8:4 8:10 34:1
environmental [24] 1:1 1:10 2:4 2:8 3:9 3:17 4:2 6:13 7:7 7:8 8:11 9:1 10:1 32:5 36:2 43:10 44:1 44:6 44:17 45:13 47:9 48:4 49:2 54:6
environments [1] 10:8
equal [1] 45:19
equivalent [1] 15:14
eroding [1] 20:21
erosion [5] 11:4 11:14 12:4 12:5 14:10
ESQUIRE [1] 2:2
essentially [7] 13:20 15:21 16:7 16:13 17:16 27:1 45:19
establish [1] 44:9
established [1] 47:12
estimate [3] 38:3 38:7 38:7
estimated [3] 5:7 32:11 55:1
estimates [1] 41:12
estimating [1] 40:2
evaluated [1] 37:19
EVANS [1] 1:19
evening [7] 3:11 3:18 4:5 4:6 8:13 43:7 68:4
events [1] 11:15
eventually [3] 11:10 17:9 19:9
everybody [4] 5:14 39:7 57:17 64:18
exact [1] 64:2
exactly [1] 40:3
examination [1] 69:9
examined [1] 69:8
examining [1] 57:9
excess [2] 46:7 64:4
excessive [2] 11:4 11:14
exempt [3] 32:16 32:16 53:9
exists [1] 49:16
expect [1] 47:19
expenses [1] 23:16
expensive [4] 11:19 24:9 61:9 62:15
experience [2] 21:10 50:6
Expires [1] 69:21
explain [3] 3:10 8:18 35:17
expressed [1] 42:6
extent [1] 66:17
extremely [1] 24:20
F-r-a-n-k [1] 62:9
fabric [1] 20:10
face [2] 14:11 28:16
facilities [1] 53:14
facility [1] 54:8
facing [1] 67:1
fact [5] 8:8 13:2 26:11 49:18 66:3
factual [1] 9:11
failed [1] 14:18
failure [6] 11:6 11:8 22:14 22:19 22:20 23:4
fair [1] 59:10
fairly [2] 10:13 10:14
familiar [3] 6:19 14:14 38:5
far [3] 61:12 62:12 65:12
fare [1] 58:21
February [1] 65:20
feelings [2] 24:13 24:13

fees [6] 39:20 56:2 56:2 56:3 59:3 59:20
few [4] 4:9 33:19 53:2 53:7
wer [1] 55:9
rield [3] 36:7 62:15 63:1
figure [2] 38:1 64:3
fill [3] 12:2 30:1 31:3
fills [1] 6:18
filter [2] 17:12 20:9
finally [3] 9:12 25:10 58:3
finance [3] 7:13 8:12 58:12
financed [1] 65:2
finances [1] 51:5
financial [5] 8:18 9:19 30:3 32:1 32:10
financing [3] 6:15 54:21 58:15
finding [1] 39:17
fine [1] 38.6
finish [2] 49:4 53:21
Finn [1] 1:14
fire [1] 14:15
firm [1] 5:3
rst [11] 4:12 9:8 27:8 37:2 44:3 48:7 55:16 63:6 66:2 67:3 69:7
fishing [1] 65:12
FIVE [1] 1:5
five-year [12] 8:19 32:7 44:3 49:20 53:18 53:19 53:20 54:1 54:12 54:20 55:3 55:13
fix [12] 4:20 4:21 4:21 5:7 5:13 7:19 39:16 57:12 57:13 61:2 61:3 62:19
fixed [1] 5:5
flailing [1] 52:9
flat [1] 12:18
flexible [1] 54:3
flood [3] 4:17 14:2 63:14
flooding [1] 17:9
flow [4] 17:17 26:1 26:3 30:16
flows [1] 14:1
foggiest [1] 41:10
folks [2] 24:14 65:15
llowing [3] 3:5)4 41:2
force [1] 10:7
form [3] 7:7 7:12 16:13
formal [1] 45:6
forming [1] 7:14
forth [1] 60:5
forward [6] 9:18 36:5 39:8 46:3 46:8 50:7
four [1] 15:17
four-by-six [1] 15:17
frame [1] 18:17
Frank [6] 5:2 62:1 62:6 62:6 62:9 62:11
frankly [3] 21:6 38:6 50:5
Frazier [1] 2:11
Frederick [4] 32:20 45:1 45:10 65:7
fresh [1] 59:15
front [5] 29:11 36:3 57:1 58:2 67:13
full [1] 33:8
fully [1] 21:8
fund [1] 59:8
funding [1] 46:4
future [2] 13:5 62:17
G [1] 3:1
gabion [8] 15:11 15:12 20:19 27:19 28:8 28:10 29:9 67:5
gabions [1] 24:16
gain [1] 4:7
garden [1] 6:21
general [6] 2:2 2:3 11:6 32:3 43:11 43:12
general's [1] 8:21
generally [2] 47:5 47:6
gentleman [1] 42:17
gentlemen [1] 4:8
geotech's [1] 19:10
geotechnical [1] 20:2
geotechs [1] 20:11
geotextile [1] 24:1
given [1] 45:3
glad [1] 34:3
goes [4] 14:5 18:18 40:1 40:3
gone [3] 57:8 61:18 64:12
good [8] 4:6 6:1 11:2 27:9 43:7 60:5 62:18 68:4
Goodwin [1] 61:13
governed [1] 44:17
governmental [2] 32:19 51:17
Grange [1] 65:9
grass [3] 16:5 17:3 19:11
grassy [1] 18:6
great [2] 6:20 57:8
ground [1] 20:21
group [4] 3:13 5:9 52:11 54:16
groups [1] 6:16
grow [2] 6:20 16:19
growing [1] 18.9
grows [1] 19:12
guess [6] 50:11 52:4 53:11 53:15 61:1 64:2
gun [1] 13:8
gutter [1] 29:20
half [4] 14:18 14:20 25:3 57:2
halfway [1] 37:5
hammer [1] 13:2
hand [2] 33:15 69:16
handle [1] 14:1
handled [1] 49:7
handles [1] 51:13
hands [1] 22:10
handy [1] 20:3
happy [1] 40:20
Hartmann [35] 2:6 8:16 19:19 20:1 20:7 20:18 21:20 22:1 22:7 28:1 28:4 28:10 28:15 28:19 31:8 31:10 31:21 34:6 34:10 34:12 34:15 34:18 34:21 35:3 36:16 38:11 38:14 51:7 51:11 51:15 55:21 56:10 56:15 59:11 60:1
hazard [18] 4:18 5:5 8:7 21:2 25:7 25:9 25:13 25:15 25:19 25:21 26:2 26:2 26:12 26:13 61:4 61:5 63:12 64:21
head [1] 38:14
hear [3] 19:19 42:9 62:15
heard [3] 62:11 62:20 66:3
hearing [13] 1:2 1:11 3:5 3:8 3:18 [illegible] 65:8 44:8 44:11 65:15 68:3 68:4 68:6
hearings [1] 44:12
heavy [2] 15:13 27:5
height [1] 19:6
help [3] 4:11 7:13 37:17
helpful [1] 61:13
helping [1] 8:11
helps [1] 28:20
Hembree [1] 2:11
hereby [1] 69:4
herein [1] 69:6
hey [1] 39:21
hidden [1] 12:17
high [10] 4:18 5:5 8:7 21:1 25:6 25:13 25:15 25:21 26:2 26:12
higher [3] 5:12 5:17 55:10
highlights [1] 9:9
hill [2] 17:2 18:4
history [1] 22:9
hitting [1] 9:2
Hodges [1] 2:12
hog [1] 15:14
hold [2] 33:12 44:7
holding [1] 13:2
hole [2] 14:4 14:17
homeowner [2] 37:3 50:16
homeowners [7] 47:13 47:14 48:13 49:11 54:16 55:8 55:9
Homeowners' [2] 2:10 3:3
hoped [1] 42:14
house [5] 4:17 66:1 66:5 66:6 66:9
houses [2] 66:13 66:16
hundred [1] 14:2
I-a-n [1] 62:9
Ian [1] 62:6
ice [1] 15:6
idea [5] 25:21 58:3 59:12 62:18 63:6
identical [1] 18:2
Immediately [1] 8:20
impact [2] 36:11 36:11
impacts [1] 36:12
impermeable [2] 16:16 17:1
implemented [1] 54:11
important [5] 12:21 27:13 27:13 32:2 54:15
imposed [1] 44:10
impressive [1] 14:20
improve [1] 61:3
improved [1] 21:6
improvement [5] 37:1 43:16 43:18 51:2 63:16
improvements [15] 3:19 7:13 7:16 7:21 8:1 8:7 8:12 13:15 13:16 32:6 32:9 46:18 49:15 50:13 54:9
improves [2] 10:19 11:12
improving [1] 55:5
Inc [1] 53:3
include [3] 32:5 32:10 38:8
included [2] 34:15 34:18
including [3] 57:7 58:1 59:7
incorporated [2] 2:10 41:8
incorrect [1] 43:3
increased [1] 28:8
incurred [1] 46:6
indicated [2] 64:7 67:11
individual [3] 33:1 47:10 47:16
individuals [1] 41:9
industrial [2] 26:19 27:6
inexpensive [2] 10:13 10:14
information [7] 1:2 1:11 3:4 44:7 65:6 67:21 68:6
informational [2] 18:14 45:3
informed [1] 66:1
infrastructure [1] 11:20
initials [1] 8:5
input [1] 50:5
inside [1] 15:14
insisting [1] 35:7
inspected [1] 4:14
inspecting [1] 50:21
inspection [1] 56:4
inspects [2] 24:21 25:1
instance [1] 43:14
instances [1] 54:4
instrumental [1] 61:15
insurance [1] 4:13
intake [1] 30:18
intended [1] 31:18
interest [2] 4:2 59:3
interested [4] 31:14 60:12 67:14 69:15
introduce [3] 3:8 8:14 31:14
introduced [1] 52:7
introduction [1] 6:8
invite [1] 60:14
invoiced [1] 33:3
invoices [1] 45:13
invoicing [1] 56:2
involved [6] 4:3

4:11 25:17 35:9 35:12 63:5
issue [4] 40:20 45:13 65:10 65:11
issued [1] 21:16
issues [1] 66:13
items [1] 32:3
itself [10] 7:5 11:21 13:13 14:6 16:12 17:15 17:19 19:5 44:13 58:16
Jack [2] 5:2 60:18
January [1] 65:20
job [2] 15:3 38:12
John [4] 2:10 2:13 32:7 56:16
June [3] 45:7 65:6 67:20
Karen [1] 2:11
keep [4] 14:3 17:3 19:11 19:13
keeps [3] 12:4 12:5 50:16
Kendall [13] 2:10 3:7 31:13 31:20 32:8 35:15 35:16 35:19 39:14 52:6 54:15 56:13 56:16
kept [1] 13:6
kind [10] 10:2 18:13 24:21 26:19 27:1 38:2 39:4 53:13 56:7 59:1
kinds [1] 58:15
knowledge [1] 61:2
known [1] 8:5
L [1] 2:6
ladies [2] 4:8 55:16
laid [2] 12:3 56:17
lake [60] 1:6 2:10 3:2 3:19 4:17 5:1 7:10 7:13 7:21 10:12 11:9 11:10 11:17 12:12 18:20 19:3 19:5 19:5 31:2 32:6 32:13 32:18 33:17 33:18 33:19 35:6 36:10 38:19 40:15 41:4 41:7 43:1 43:16 44:5 45:16 46:20 47:1 49:6 49:9 49:18 50:8 51:9 51:17 51:20 52:1 52:7 52:21 53:2 54:4 57:15 61:8 62:12 62:13 62:15 62:19 63:7 65:8 65:9 65:11 65:12
lakes [1] 52:17
land [1] 6:18
large [5] 13:19 14:19 15:15 16:19 16:20
larger [2] 49:6 49:12
last [5] 8:17 12:20 27:18 60:5 64:16
late [1] 65:20
law [2] 48:5 69:8
lawn [1] 6:20
layer [2] 17:6 17:7
leaching [1] 21:19
Leaf [1] 6:20
least [8] 12:20 21:10 24:13 56:20 63:18 64:6 65:11 67:7
leave [4] 24:16 37:10 37:16 41:19
leeches [1] 62:14
left [3] 8:20 36:7 40:11
legal [1] 9:2
legislative [1] 35:20
lend [1] 58:10
less [1] 25:3
letting [1] 65:7
level [1] 24:5
liability [1] 63:10
lien [6] 48:5 48:10 48:11 48:14 48:17 48:19
limit [1] 42:1
limited [2] 43:13 43:15
limits [2] 19:17 19:21
Linganore [31] 1:6 2:10 3:2 7:11 11:9 11:10 11:17 11:17 32:13 32:18 33:17 35:6 38:19 41:4 41:7 43:1 44:5 45:16 46:21 47:2 50:8 51:9 51:17 51:20 52:1 52:7 52:21 53:3 54:5 63:7 65:8
listening [1] 4:9
literally [2] 24:6 36:18
live [2] 12:14 14:13
living [1] 62:13
Livingston [3] 1:16 69:3 69:20
load [1] 29:1
loading [2] 19:17 19:21
local [1] 58:9
longer [4] 30:21 54:10 54:11 55:6
look [8] 16:6 17:21 18:3 19:3 23:2 24:17 47:4 48:14
looked [6] 23:21 24:1 24:2 24:8 24:10 61:5
looking [12] 21:6 21:7 22:2 25:12 25:14 26:9 26:18 26:19 26:20 26:21 31:15 39:20
looks [3] 28:2 28:3 63:9
lots [3] 45:16 45:19 53:4
lower [1] 5:11
lowered [1] 18:21
ma'am [5] 37:1 40:7 46:10 49:3 51:2
main [4] 7:19 42:13 49:6 50:15
maintained [2] 13:6 13:10
maintaining [1] 33:18
maintains [2] 11:18 12:7
maintenance [2] 23:13 33:19
major [3] 11:15 55:20 56:1
makes [1] 15:7
management [4] 7:4 10:19 11:13 55:5
manager [1] 27:8
mandated [1] 5:4
manner [5] 9:5 11:1 11:4 13:10 31:18
March [1] 4:13
margin [1] 26:15
Market [2] 1:14 65:9
Maryland [32] 1:1 1:10 1:15 1:20 2:4 2:5 2:8 2:9 3:9 3:17 4:2 7:6 8:2 8:6 9:1 10:1 24:7 32:5 33:21 36:1 43:10 43:21 44:5 44:16 45:12 47:8 48:4 49:1 54:6 57:12 69:1 69:4
Maryland's [1] 35:20
material [4] 15:15 29:7 29:8 29:8
materials [1] 19:11
math [1] 42:11
matter [1] 56:20
matters [1] 68:2
maximum [1] 26:3
may [16] 1:12 3:12 3:21 6:19 9:10 20:18 33:9 37:10 39:9 43:4 44:19 45:8 54:4 60:7 67:13 69:17
MDE [11] 8:5 8:9 21:1 21:8 23:1 23:21 24:11 24:18 25:2 26:9 50:21
MDE's [1] 12:21
Meadows [2] 36:4 40:14
mean [12] 12:9 21:3 21:5 23:11 28:1 30:8 36:18 39:20 41:1 47:20 50:12 62:14
means [3] 4:18 10:20 24:18
meant [1] 66:11
meantime [1] 46:5
median [1] 27:18
meet [3] 27:4 44:18 65:9
meeting [12] 3:3 5:21 18:14 33:13 37:7 40:11 40:12 50:20 65:11 65:21 67:16 67:21
meets [2] 21:7 45:8
member [2] 3:16 44:18
members [3] 57:6 65:8 67:9
mentioned [3] 27:17 29:3 45:21
Merle [16] 3:20 4:18 7:13 7:21 10:12 32:7 33:18 33:19 36:10 40:15 43:16 49:9 49:18 65:10 65:11 65:12
MES [25] 5:10 5:10 5:11 5:15 5:18 6:6 6:11 8:11 33:9 33:11 35:6 35:12 35:12 40:19 44:17 46:4 47:16 50:3 50:9 51:13 52:20 54:18 58:7 58:19 60:8
MES' [1] 45:8
met [1] 45:2
method [1] 25:10
MICHAEL [1] 2:7
middle [1] 17:2
might [4] 11:7 16:3 36:16 54:6
Mike [6] 8:14 9:5 9:18 9:21 29:4 33:18
million [2] 25:3 41:5
mind [2] 21:3 23:15
minimized [2] 46:9 46:10
minus [1] 56:14
minutes [3] 4:9 33:19 60:5
missed [1] 51:14
mission [2] 6:12 7:9
mistake [1] 53:12
mistaken [1] 39:13
misunderstanding [1] 27:15
misunderstood [1] 51:4
mode [1] 45:3
modify [1] 50:3
Monday [1] 1:12
money [21] 5:3 13:1 25:18 33:6 37:4 37:8 37:14 39:12 39:16 47:21 51:13 52:10 53:5 53:12 55:19 58:9 58:10 58:16 59:13 59:15 59:19
monies [2] 33:16 59:14
monitoring [3] 22:2 23:5 23:10
months [2] 39:21 63:21
mortgage [2] 48:14 48:15
most [5] 11:18 11:19 25:11 48:13 67:6
Mountaindale [1] 14:14
move [8] 17:14 30:20 39:8 42:17 43:8 46:3 46:8 50:7
moving [3] 17:18 23:5 48:11
mowed [1] 16:10
mowing [1] 33:20
Ms [53] 3:15 6:7 8:15 19:19 20:1 20:7 20:18 21:20 22:1 22:7 28:1 28:4 28:10 28:15 28:19 29:4 31:8 31:10 31:21 34:6 34:10 34:12 34:15 34:18 34:21 35:3 35:15 35:17 36:16 38:11 38:14 40:7 41:11 42:21 43:3 51:7 51:11 51:15 55:21 56:10 56:15 59:11 60:1 60:3 60:19 61:19 62:4 62:7 62:10 63:2 65:3 65:14 67:8
muddied [1] 19:5
multiple [1] 33:5
must [5] 36:18 44:7 44:15 45:1 51:4
N [1] 3:1
name [10] 9:20 41:21 42:9 51:6 60:14 60:19 62:4 62:6 63:3 65:19
names [1] 61:11
narrow [1] 15:7
native [1] 12:1
nearly [1] 66:1
necessary [1] 14:1

need [10] 4:10 10:15 23:16 23:18 39:21 48:14 51:1 52:7 52:13 53:6
needed [3] 8:7 9:19 57:3
needs [4] 23:12 36:18 41:4 50:19
negotiating [1] 26:12
neighborhood [1] 63:21
never [2] 40:15 61:2
new [6] 1:14 37:3 57:1 57:2 65:9 67:4
next [2] 28:6 44:14
nice [5] 12:14 12:16 17:21 26:11 26:21
nicer [1] 12:10
nine [1] 44:17
no-brainer [1] 5:12
nods [1] 38:14
nonexempt [5] 32:13 32:15 33:1 33:2 34:6
nonprofit [1] 58:11
nor [3] 69:13 69:13 69:14
normally [2] 19:6 30:13
Notary [2] 1:16 59:3
ote [1] 33:10
nothing [7] 17:5 20:17 20:20 36:1 36:2 36:6 36:10
notice [2] 17:20 33:12
now [23] 5:20 7:12 7:17 8:4 15:8 18:6 18:13 20:13 20:14 20:19 21:21 23:11 23:19 26:7 26:17 37:13 39:16 49:16 57:5 57:11 58:3 59:15 60:15
number [7] 37:19 37:20 41:13 42:3 44:2 55:8 67:17
numbers [2] 34:5 42:12
numerous [2] 57:6 57:21
O [1] 3:1
obtain [1] 46:4
obviously [8] 4:21 12:8 14:3 30:19 37:3 37:15 47:18 55:21
occasionally [1] 10:15
ocasions [1] 63:19
occur [2] 17:18 49:16
occurred [2] 22:13 64:16
occurs [2] 14:10 30:16
off [3] 3:7 18:10 31:9
office [5] 2:3 8:21 31:16 44:5 56:16
once [8] 17:6 18:10 18:18 29:17 36:20 52:6 57:19 59:5
one [47] 7:6 7:14 9:6 10:12 10:18 10:18 11:5 11:19 14:7 15:1 15:8 16:9 16:10 16:18 17:3 17:21 18:20 22:12 24:9 25:5 25:13 26:5 29:18 30:5 30:11 33:3 33:5 33:13 37:17 37:21 49:20 52:3 52:20 55:16 55:16 57:14 60:11 61:1 61:4 64:1 65:11 65:17 66:10 66:21 67:5 67:12 67:18
one-time [4] 39:6 45:19 54:19 55:2
one-way [1] 15:5
onerous [1] 48:16
ones [1] 52:11
open [1] 24:16
operate [2] 6:13 10:14
operating [1] 6:15
opinion [1] 33:14
opportunities [1] 67:12
opportunity [2] 62:2 63:19
opposed [1] 54:19
option [3] 5:13 67:3 67:5
options [3] 57:14 66:10 66:19
order [7] 6:4 8:9 36:19 43:21 44:9 64:5 64:20
orders [1] 56:7
original [1] 25:2
outcome [1] 69:15
outlined [1] 32:7
overflow [1] 25:14
overtop [3] 14:7 15:10 16:1
overtopped [2] 66:2 66:15
overtopping [1] 63:13
overtops [2] 14:9 14:21
overview [1] 9:18
own [3] 5:3 13:9 35:7
owned [2] 32:17 51:16
owner [6] 33:2 47:17 48:7 48:9 53:8 54:14
owner's [1] 48:18
owners [10] 32:13 32:15 32:16 41:13 42:19 45:14 45:15 46:15 47:11 53:1
owns [2] 36:14 64:19
P [1] 3:1
p.m [3] 1:13 45:7 68:5
paid [3] 48:6 58:8 59:20
pain [1] 4:7
pancake [1] 12:19
Park [2] 2:4 2:8
part [12] 10:7 10:11 15:3 17:11 18:14 20:16 29:1 35:4 41:9 43:8 55:17 64:7
partial [1] 22:13
particular [4] 36:17 43:14 53:19 63:8
particularly [1] 64:14
parties [2] 69:13 69:14
parts [3] 7:2 54:5 60:6
past [6] 7:11 22:9 30:20 47:10 48:6 50:6
pay [9] 5:15 35:7 37:15 47:20 48:4 48:9 48:18 53:6 59:5
penetrated [1] 17:7
pennies [1] 53:8
people [12] 4:16 7:17 8:13 11:18 36:9 47:6 47:20 47:21 56:20 57:7 61:12 61:16
per [5] 41:14 52:4 52:4 53:3 55:10
percent [4] 17:12 38:9 39:3 59:7
percentage [2] 5:11 5:17
Perhaps [1] 35:15
period [9] 9:10 30:21 34:18 54:13 54:20 55:6 55:11
permit [2] 21:16 23:20
permit's [1] 21:16
permitted [1] 21:8
person [3] 24:21 27:8 37:3
personally [1] 69:5
phone [1] 67:16
picture [1] 40:3
picturesque [1] 27:4
piece [1] 14:5
pieces [1] 15:15
Pieper [3] 2:6 3:9 3:15
pipe [3] 14:5 14:17 25:16
place [6] 3:5 12:14 13:8 46:14 48:5 69:6
placed [2] 12:2 48:19
plain [2] 4:17 13:19
plan [35] 1:5 8:19 9:3 9:9 9:12 9:14 9:19 32:7 44:3 44:4 44:13 44:15 44:20 45:2 45:7 45:9 45:11 45:12 49:17 50:3 50:7 53:18 53:19 53:20 54:1 54:12 55:3 55:13 56:15 60:1 60:2 60:6 61:7 65:16 67:20
plans [3] 21:12 31:15 49:20
plants [2] 6:17 6:18
pleasant [1] 13:8
pleased [1] 6:8
pleasing [1] 67:6
plugging [1] 14:3
plus [2] 5:8 56:13
PMS [1] 57:2
point [17] 3:8 5:20 23:9 25:5 25:17 27:14 31:14 41:11 42:10 42:13 45:18 50:11 50:12 52:7 52:11 59:6 64:9
pointed [1] 67:19
pond [1] 14:15
portion [3] 3:4 10:2 56:1
portions [1] 11:20
ports [2] 31:2 31:12
possible [2] 58:1 63:14
Post [1] 65:7
posture [1] 13:5
potential [1] 16:21
Potomac [1] 11:11
practical [1] 58:14 58:6
practice [1] 48:6
precipitation [1] 30:12
presence [1] 4:4
present [1] 7:16
presentation [4] 3:11 40:19 42:2 43:8
presentations [1] 64:12
presents [1] 63:8
pretty [4] 14:12 17:21 24:17 48:16
previously [1] 59:16
price [1] 24:15
primarily [1] 55:7
primary [1] 64:10
principal [3] 2:3 9:1 43:4
private [1] 5:16
problem [13] 7:3 11:7 21:1 22:4 24:4 48:8 48:13 49:14 61:4 66:6 66:7 66:8 66:12
problems [5] 11:5 38:9 39:4 61:16 62:17
procedure [2] 9:7 9:17
proceed [1] 9:4
proceeding [1] 9:15
proceedings [1] 69:11
process [7] 44:14 44:21 46:2 46:14 47:2 49:19 61:14
processes [1] 64:15
products [1] 6:20
program [4] 2:7 2:7 8:15 9:21
project [25] 2:6 6:3 6:9 7:9 8:16 15:1 32:4 32:12 33:7 33:9 33:15 38:1 40:2 40:2 44:11 45:4 46:2 46:3 46:8 49:11 50:4 53:19 53:21 54:3 66:14
projects [4] 6:13 26:10 55:4 58:13
proper [1] 29:20
properties [5] 34:7 34:7 44:10 51:16 53:10
property [21] 11:2 32:13 32:15 32:16 32:17 32:17 33:2 33:2 41:13 42:19 45:14 45:15 48:5 48:7 48:9 48:10 48:17 48:18 48:20 52:4 53:1
PROPOSED [1] 1:5
protect [3] 16:15 30:6 30:9
protection [5] 11:16 15:12 15:21 20:20 29:9
protects [1] 30:15
provide [2] 39:11 64:10
provides [1] 11:15
provisions [1] 48:16
public [15] 1:2 1:10 1:16 3:4 3:7 3:18 5:20

7:15 7:16 33:12 44:7 49:21 67:12 68:5 69:3
PUD [4] 5:14 45:17 46:17 53:8
purchased [1] 66:7
purpose [2] 7:19 55:13
purposes [1] 43:14
put [10] 9:5 15:2 15:12 17:13 18:7 18:8 23:6 48:10 52:18 53:5
puts [1] 26:16
putting [5] 16:4 49:20 62:21 67:1 67:4
questioning [1] 40:10
questions [17] 3:12 6:1 6:2 9:11 9:11 9:13 18:13 18:16 27:10 27:14 28:5 30:4 34:3 41:20 42:1 42:14 60:4
quick [1] 51:3
quickly [1] 31:21
quite [3] 15:7 18:5 25:3
R [1] 3:1
rack [3] 13:18 18:2 25:16
racks [1] 14:3
range [1] 25:4
rapid [1] 17:8
rate [3] 13:9 17:8 17:17
read [1] 29:4
readily [1] 14:12
ready [1] 7:12
real [3] 16:11 31:21 62:14
realize [1] 54:16
really [8] 14:4 22:13 41:1 47:19 50:18 57:8 62:11 63:14
rear [1] 29:11
reason [4] 35:5 40:9 66:3 67:2
reasonable [2] 12:6 13:10
reasons [1] 17:3
reassure [1] 41:14
receive [1] 9:13
received [1] 68:1
recognizing [2] 63:20 64:13
record [9] 9:15 42:1 42:4 42:5 42:8 60:8 60:15 64:17 69:11
recorded [1] 69:10
recreational [2] 12:7 12:8
recycling [1] 6:18
reduce [1] 63:12
reduced [2] 25:8 25:9
reference [1] 27:11
referring [2] 35:19 51:16
reflect [1] 33:8
regard [1] 49:17
regular [1] 23:8
regulate [1] 10:21
regulation [1] 24:7
regulations [1] 37:11
regulatory [3] 6:14 8:5 49:13
reimbursements [1] 59:13
reinforced [1] 36:20
reinforcing [2] 20:20 29:15
rejected [2] 66:20 67:2
related [1] 69:14
relaxed [1] 4:7
remember [3] 25:2 63:18 64:4
remind [1] 65:14
removal [1] 63:15
remove [3] 13:3 29:17 61:6
removed [4] 30:13 30:14 36:19 36:20
removing [3] 29:7 61:8 61:8
renovate [2] 29:19 64:8
renovations [1] 64:8
repair [6] 11:2 12:6 13:2 23:13 36:10 43:15
repaired [4] 4:19 18:17 37:19 57:4
repairing [2] 29:16 40:4
repairs [5] 10:15 19:1 41:5 49:19 53:13
replace [1] 36:21
replaced [1] 15:3
replacing [1] 29:15
reported [2] 1:15 22:6
reporter [4] 9:16 29:5 42:9 60:20
REPORTING [1] 1:19
representatives [3] 45:2 52:10 58:18
represented [1] 54:16
require [2] 17:3 49:14
required [9] 4:14 8:1 26:3 33:9 33:11 33:12 33:21 37:4 46:5
requirement [2] 5:21 24:18
requirements [1] 9:3
requires [1] 25:21
requiring [1] 10:8
reservoir [1] 14:16
resident [1] 47:15
residents [3] 63:12 64:11 67:9
responsibility [1] 64:20
restoration [1] 10:11
restructure [1] 17:5
result [4] 11:7 13:16 23:6 63:13
retrospect [1] 64:3
returned [1] 33:17
review [4] 9:8 31:17 56:15 63:20
reviewed [1] 56:21
Ridge [1] 46:13
right [14] 3:13 9:17 18:13 20:18 20:19 22:16 23:7 23:19 34:12 49:16 52:11 52:15 56:17 62:2
rightly [1] 32:2
rigid [1] 16:3
rigorous [2] 21:9 21:10
riser [3] 13:18 14:17 25:16
River [2] 11:11 11:17
road [21] 1:19 11:18 11:20 12:5 15:2 15:2 18:3 29:20 34:14 34:21 35:2 35:8 35:13 36:17 36:18 36:20 37:1 37:6 37:8 38:13 46:13
roads [9] 11:21 35:8 35:10 35:13 35:18 36:6 52:14 52:15 52:16
rock [2] 26:18 29:10
rocks [1] 16:7
roots [1] 16:21
rules [2] 66:8 66:17
run [5] 6:17 32:3 38:8 38:9 52:12
S [1] 3:1
S-t-r-a-n-g [1] 65:20
safe [2] 11:2 22:5
safety [9] 4:16 8:2 24:6 26:15 33:21 37:11 61:4 63:9 63:11
saved [1] 25:18
saves [1] 33:6
saw [3] 22:13 22:15 22:20
says [1] 39:11
scenario [1] 46:12
schedule [1] 21:13
School [1] 1:14
scope [1] 35:4
seal [1] 69:16
Sean [3] 2:2 8:20 43:5
Second [1] 9:9
sections [1] 35:6
sediment [1] 30:13
see [14] 4:7 12:12 13:19 14:20 16:14 18:4 18:4 18:8 19:8 22:10 23:8 29:17 35:1 62:16
seeded [1] 19:10
seeing [4] 19:3 19:4 21:21 23:14
seek [1] 50:5
seem [1] 59:6
selected [1] 25:10
self-supporting [1] 6:12
send [2] 33:4 47:18
sense [1] 53:9
sent [1] 45:14
separate [2] 34:14 52:9
service [42] 1:1 1:5 1:6 1:10 1:19 2:4 2:8 3:10 3:17 3:19 4:3 7:7 7:8 7:12 7:14 7:18 8:11 9:1 10:1 32:5 36:2 43:6 43:10 43:12 43:13 43:15 44:1 44:1 44:6 44:15 44:17 44:19 45:5 45:13 47:9 47:9 47:12 47:17 48:4 49:2 49:8 54:6
services [4] 32:11 39:12 45:12 56:5
set [1] 69:6
several [4] 7:1 8:13 52:4 66:9
sewer [1] 58:13
shall [1] 26:20
shape [1] 26:17
share [1] 35:7
shared [1] 32:12
Sharon [3] 1:15 69:3 69:20
short [1] 39:16
shot [3] 12:11 33:5 39:6
show [2] 13:14 13:15
shrubs [1] 17:4
side [8] 13:20 15:9 16:19 18:1 18:1 19:1 19:8 19:14
sidewalk [3] 17:20 18:3 29:20
signed [3] 39:13 55:19 60:11
significant [6] 23:3 25:8 25:19 26:1 26:13 26:15
significantly [1] 55:10
signs [1] 39:11
similar [1] 33:13
simply [5] 8:11 9:13 25:15 41:14 42:10
single [1] 36:14
sitting [1] 52:10
situation [3] 14:15 49:16 63:14
six [1] 39:21
six-by [1] 15:15
size [1] 28:8
sizes [1] 15:18
slide [1] 9:5
slippage [1] 56:21
slope [14] 15:12 18:4 19:11 19:17 20:16 20:20 22:14 22:17 22:18 22:20 23:8 28:9 29:8 29:9
slow [1] 17:17
slower [1] 30:20
slowing [2] 11:8 12:4
slowly [1] 17:15
slows [1] 11:13
small [2] 6:17 17:4
smaller [1] 55:8
Smith [4] 2:12 39:10 39:15 40:18
snow [2] 2:13 15:6
soil [2] 19:10 29:13
soils [3] 12:1 12:1 16:12
solely [1] 43:15
solved [1] 66:12
solving [1] 61:15
someone [1] 48:3
sometime [1] 63:20
sometimes [1] 8:5
somewhat [1] 54:3
somewhere [1] 51:14
soon [1] 29:16
sorry [5] 9:6 20:18 31:19 51:6 56:10
sort [2] 4:3 49:5
source [1] 11:16
Southwest [1] 1:19
speak [1] 40:7
SPEAKER [65] 19:13 19:16 19:20 20:4 20:9 20:13 21:18

22:4 22:12 22:16 22:18 23:1 23:15 25:5 25:20 27:7 27:17 28:3 28:7 28:13 28:16 30:5 30:8 31:1 31:6 31:11 31:19 34:4 34:9 34:11 34:13 34:16 34:19 35:1 35:5 35:11 37:2 38:16 38:18 38:21 39:5 40:5 40:9 40:21 42:18 43:1 46:11 46:20 47:5 47:18 48:21 49:4 49:10 50:11 51:3 51:8 51:12 51:19 53:11 53:17 55:15 56:8 56:11 59:12 61:10
specific [1] 9:11
specifications [1] 21:13
spell [2] 60:19 62:7
spent [3] 59:14 59:15 59:17
spillways [1] 67:5
Split [1] 34:21
spread [1] 43:20
spreading [1] 54:19
spring [2] 22:20 46:13
square [1] 28:11
stabilize [2] 29:11 59:12
stabilized [1] 29:11
stabilizing [1] 29:13
stack [1] 27:17
stacked [1] 15:18
staff [2] 45:18 50:7
stand [3] 14:2 23:7 23:8
standard [1] 41:3
standards [6] 10:9 21:4 21:8 27:4 57:2 57:3
standing [1] 22:21
standpoint [4] 36:13 49:13 63:11 64:6
start [6] 3:7 3:21 17:18 21:15 39:17 50:1
started [2] 5:1 10:4
starts [1] 17:8
state [30] 4:21 5:7 5:7 5:16 5:21 6:5 6:12 6:13 7:2 24:7 35:20 37:9 37:15 41:3 41:5 42:4 42:18 42:19 43:5 47:7 54:5 56:21 57:12 58:11 60:8 60:14 61:1 62:4 69:1 69:4
state's [1] 67:3
statement [4] 60:12 60:13 60:15 61:21
statements [1] 67:10
statute [4] 43:11 53:21 54:1 54:13
stay [2] 13:20 19:6
stays [3] 11:2 11:9 19:6
steep [1] 18:5
stenographically [1] 69:10
step [2] 27:18 44:21
steps [3] 7:14 44:2 44:14
Steven [1] 2:11
Stevenson [22] 2:6 3:9 3:15 3:16 6:7 29:4 35:15 35:17 40:7 41:11 42:21 43:3 60:3 60:19 61:19 62:4 62:7 62:10 63:2 65:3 65:14 67:8
still [4] 17:17 26:14 27:20 66:12
stone [1] 15:15
stop [3] 46:3 50:12 50:15
stopped [1] 5:2
stores [1] 30:17
storm [1] 11:15
stormwater [5] 7:3 10:19 11:5 11:13 55:5
Strang [4] 61:16 65:19 65:19 67:8
stretch [1] 55:11
stretched [2] 54:10 55:6
strict [2] 24:19 24:20
strictly [4] 6:15 7:21 49:9 49:18
structural [1] 28:21
structurally [2] 20:20 36:19
structure [8] 15:11 16:4 16:17 17:19 26:21 27:18 27:20 29:10
structured [1] 47:9
structures [1] 28:10
stuck [1] 15:4
studies [5] 25:8 37:19 37:20 40:1 62:13
stuff [2] 29:3 32:21
subject [1] 65:18
submit [1] 21:12
successful [1] 26:12
such [2] 32:19 59:4
sufficient [1] 46:1
suggestion [2] 40:6 60:13
suggestions [1] 9:14
summer [2] 19:7 39:9
sundry [1] 58:13
supply [2] 30:6 54:7
suppose [2] 37:5 49:5
Surprisingly [1] 61:6
surveyed [1] 66:6
swift [1] 14:10
swimming [1] 14:17
sworn [1] 69:7
symmetrical [1] 28:11
system [12] 7:4 10:19 11:13 11:17 11:17 11:18 11:21 15:21 27:21 30:14 30:18 54:7
systems [2] 12:5 21:11
takes [1] 13:4
taking [6] 17:1 33:20 48:12 52:14 52:14 52:15
talks [1] 29:2
targeting [1] 36:17
tax [4] 42:18 43:6 43:20 52:13
taxed [1] 41:9
taxing [1] 41:1
tear [1] 57:13
technical [6] 8:18 9:11 9:19 10:5 31:15 32:10
techniques [2] 21:5 27:2
telling [1] 13:11
ten [2] 38:9 57:21
tens [1] 59:16
term [2] 54:1 54:12
terms [4] 24:7 25:1 26:9 50:21
terrain [1] 12:18
Terry [5] 4:10 4:11 5:19 61:14 63:3
test [1] 22:1
testimony [1] 18:15
Teti [1] 2:14
thank [13] 4:6 4:8 6:6 6:7 9:6 31:20 61:19 62:10 65:3 65:5 67:7 67:8 68:4
thee [1] 58:21
themselves [4] 5:16 13:17 51:10 51:20
therefore [1] 37:12
Thereupon [1] 68:5
They've [1] 39:15
thought [2] 60:6 64:12
thousands [2] 50:14 59:16
three [8] 5:6 5:19 7:11 8:17 22:10 58:5 63:5 64:16
through [31] 5:2 5:8 5:10 5:10 5:11 5:15 5:16 5:18 11:1 11:16 14:5 15:1 17:8 17:14 17:17 17:18 18:18 21:19 22:6 23:5 23:11 23:16 23:17 32:1 32:3 37:5 43:9 44:2 46:2 46:16 47:6
Thurmont [1] 14:13
Thursday [1] 44:19
tight [1] 16:17
times [3] 24:17 27:3 64:4
toe [4] 17:12 18:10 20:9 29:16
toewall [6] 17:11 19:16 19:20 20:15 28:20 29:15
tonight [10] 7:10 31:18 33:14 44:8 44:12 59:18 59:21 61:18 64:13 65:2
too [1] 17:8
took [2] 3:5 23:2
top [10] 15:10 15:20 16:2 16:5 16:14 19:4 26:3 28:17 30:1 31:9
topic [1] 32:2
total [2] 34:4 34:7
totally [1] 36:7
touched [1] 66:14
towns [1] 6:17
traffic [2] 15:4 15:5
transcribed [2] 3:4 3:6
transcript [1] 69:10
transition [1] 25:18
trash [4] 13:18 14:2 18:2 25:15
treatment [3] 30:14 50:18 54:8
trees [4] 16:19 17:6 18:9 18:11
tremendous [1] 50:13
tries [1] 54:2
trouble [1] 40:8
true [1] 69:11
try [1] 42:1
trying [2] 41:12 65:2
turn [3] 52:3 53:7 55:14
turned [2] 47:14 62:16
turning [1] 62:21
twice [1] 26:1
two [9] 4:12 17:20 24:5 30:11 44:12 52:20 64:4 65:20 67:12
two-lane [3] 15:2 18:3 29:20
two-thirds [1] 36:5
two-way [1] 15:4
type [4] 10:10 48:18 58:20 60:1
ultimately [2] 46:6 50:19
under [6] 8:9 10:2 13:7 20:15 26:21 57:2
understand [6] 37:13 41:7 55:18 63:7 64:3 64:18
understood [1] 56:19
unexpended [1] 33:16
unfinished [2] 37:6 37:16
UNIDENTIFIED [65] 19:13 19:16 19:20 20:4 20:9 20:13 21:18 22:4 22:12 22:16 22:18 23:1 23:15 25:5 25:20 27:7 27:17 28:3 28:7 28:13 28:16 30:5 30:8 31:1 31:6 31:11 31:19 34:4 34:9 34:11 34:13 34:16 34:1 35:1 35:5 35:11 37:2 38:16 38:18 38:21 39:5 40:5 40:9 40:21 42:18 43:1 46:11 46:20 47:5 47:18 48:21 49:4 49:10 50:11 51:3 51:8 51:12 51:19 53:11 53:17 55:15 56:8 56:11 59:12 61:10
uniform [1] 45:16
unilaterally [3] 41:17 50:3 50:10
unique [1] 7:6
unless [1] 50:8
unsuitable [1] 29:7
unusual [1] 41:15
up [37] 4:15 5:4 9:5 10:8 11:10 12:14 14:3 14:13 14:13 14:16 15:19 16:6 16:19 18:9 19:5 22:5 22:10 27:3 27:3 27:5 36:21 38:6 40:7 41:14 42:4 51:5 53:2 56:17 56:21 58:3 59:3 60:11 60:14 60:16 63:2 65:15 68:2
upgrading [1] 36:18
upstream [1] 19:2

useable [2] 30:19 64:9
used [2] 14:13 54:12
uses [1] 53:21
using [1] 29:13
Usually [1] 30:10
variety [1] 18:7
various [1] 58:12
vegetation [4] 15:20 16:5 29:12 29:14
vegitation [1] 33:20
velocity [2] 11:8 11:13
verge [1] 15:5
vetch [1] 18:7
viable [2] 57:18 62:14
view [1] 59:6
village [1] 35:7
villages [2] 36:4 40:14
vinca [1] 17:4
votes [1] 45:9
washed [1] 66:1
washes [1] 66:15
wastewater [5] 6:18 8:15 10:1 21:11 54:8
water [28] 6:17 8:15 10:21 11:9 11:16 12:4 12:15 12:17 13:19 14:6 14:9 17:7 17:14 17:16 17:18 19:2 21:18 22:6 23:4 23:10 23:17 30:1 30:6 30:17 30:17 30:21 54:7 58:13
water/ [1] 9:21
Water/Wastewater [2] 2:7 2:7
waterfront [1] 12:12
watershed [1] 11:1
watertight [2] 16:17 17:13
ways [2] 52:20 61:5
weather [1] 22:19
wedge [1] 17:2
wells [4] 22:1 22:2 23:5 23:10
wet [1] 22:19
whole [3] 18:18 66:12 66:13
wire [3] 15:14 16:8 29:10
wishes [1] 26:7
within [8] 5:14 7:9 7:20 19:17 19:20 46:17 47:11 47:17
within-named [1] 69:5
without [2] 37:12 42:12
witness [2] 69:5 69:16
Wojton [38] 2:7 8:14 9:20 9:21 19:15 19:18 20:6 20:11 20:14 21:3 21:21 22:8 22:15 22:17 22:21 23:7 23:19 25:12 26:5 27:12 28:5 28:18 28:21 29:6 30:7 30:10 31:4 31:7 31:9 33:18 35:9 35:16 37:17 38:12 38:17 38:20 39:2 39:6
wondering [1] 35:8
wooded [1] 12:11
words [4] 20:4 30:12 30:16 41:7
worked [2] 57:18 58:6
world [1] 36:1
worried [1] 41:2
worth [1] 41:5
wrong [1] 25:13
year [3] 1:5 14:2 65:10
years [9] 4:12 5:19 7:11 8:18 22:10 63:5 64:16 65:21 66:20
young [1] 37:3
yourself [1] 32:19

Exhibit 2

CERTIFICATE OF PUBLICATION

From THE NEWS-POST Frederick, Md.

Frederick, Md. May 18th, 1998

This is to certify that the annexed Notice Lake Linganore was published in The Frederick News-Post two newspapers published in Frederick County on the following dates: May 9th & 16th, 1998

THE NEWS-POST

Per Jean Steven

NOTICE OF PUBLIC INFORMATION HEARING FOR PROPOSED LAKE LINGANORE SERVICE DISTRICT AND PROPOSED CHARGES

The Maryland Environmental Service (MES) will hold a public information hearing on Monday, May 18, 1998, at 7:00 p.m. at the Deer Crossing Elementary School located on Boyers Mill Road in the Village of Summerfield in the Eaglehead at Lake Linganore Community near New Market, Frederick County, Maryland.

The purpose of this public information hearing is to solicit comments on a proposed Five Year Plan for the Lake Linganore Service District and the proposed charges for the service district. In cooperation with the Lake Linganore Association, MES intends to establish a storm water service district to rehabilitate the existing Lake Merle embankment dam. The Five Year Plan proposes that MES shall invoice property owners within the Lake Linganore Planned Unit Development to fund the corrections to the Lake Merle dam. In calculating the charges, MES is required by law to reflect the full costs it incurs in establishing, operating and maintaining the service district. These costs shall include, but not be limited to immediate improvements to the Lake Merle dam; technical services provided by engineers, inspectors, and technicians; and invoicing and collection services. MES proposes to finance these costs by charging each property within the proposed service district an equal amount not to exceed $105.00.

Sign language interpreters and/or other appropriate accommodations for qualified individuals with disabilities will be provided upon request by contacting the representative below, or through the Maryland Relay Service at 1-800-735-2258 (TTY/Voice), on or before May 11, 1998.

For more information, contact Michael Wojton, Water and Wastewater Program Director, at Maryland Environmental Service, 2011 Commerce Park Drive, Annapolis, Maryland 21401-2995, (410) 974-7287.

By James W. Peck
Director

LD036888

Exhibit 3

Lakeside
LAKE LINGANORE AT EAGLEHEAD COMMUNITIES
May 1998

Notice of Public Information Hearing:

Meeting on Lake Merle dam assessment set for May 18

The Maryland Environmental Services (MES) will hold a public information hearing at 7 p.m. on Monday, May 18, at Deer Crossing Elementary School, located on Boyer's Mill Road in the Village of Summerfield in Eaglehead at Lake Linganore community, near New Market, Frederick County, Maryland.

The purpose of this public information hearing is to solicit comments on a proposed Five Year Plan for the Lake Linganore Service District and the proposed charges for the service district. In cooperation with the Lake Linganore Association, MES intends to establish a stormwater service district to rehabilitate the existing Lake Merle embankment dam. The Five Year Plan proposes that MES shall invoice property owners within the Lake Linganore Planned Unit Development to fund the corrections to the Lake Merle dam. In calculating the charges, MES is required by law to reflect the full costs it incurs in establishing, operating, and maintaining the service district. These costs shall include but not be limited to immediate improvements to the Lake Merle dam; technical services provided by engineers, inspectors, and technicians; and, invoicing and collection services. MES proposes to finance these costs by charging each property within the proposed service district an equal not to exceed $105.

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For more information contact Michael Wojton, Water and Wastewater Program Director, at Maryland Environmental Service, 2011 Commerce Park Drive, Annapolis, Maryland, 21401-2995, (410)-974-7287.

James W. Peck, Director

[*Editor's Note:* The state has mandated that the upgrades to Lake Merle dam be corrected. The LLA agreed in 1995 to work through MES to arrange financing for the project in order to meet state requirements. This is the first in a series of meetings to be held by local and state officials on the financing of the project. Eaglehead residents are encouraged to attend. According to John Kendall, LLA general manager, pre-bid meetings on the construction project were held on March 19. Construction is expected to begin on May 20, with completion expected by August 4.] ●

Exhibit 4

MDE

MARYLAND DEPARTMENT OF THE ENVIRONMENT
2500 Broening Highway • Baltimore Maryland 21224
(410) 631- 3000 • 1- 800 -633-6101 • http:// www. mde. state. md. us

Parris N. Glendening
Governor

Jane T. Nishida
Secretary

May 19, 1998

James W. Peck, Director
Maryland Environmental Service
2011 Commerce Park Drive
Annapolis, Maryland 21401

RE: Lake Linganore Association
Five Year Plan

Dear Colonel Peck:

I have reviewed the proposed Five-Year Plan to establish a Service District for the Lake Linganore Association in order to secure financing to repair their Lake Merle Dam. The Department supports the formation of the service district and offers the following comments for the five year plan:

Page 1. The Lake Merle Dam is classified as a Significant Hazard dam as determined by the Dam Safety Division. The US Bureau of Reclamation criteria, while similar to Maryland's, are not applicable and this reference should be removed.

Page 3. The repairs are a result of downstream development allowed by the lake Linganore Association in violation of the original permit conditions that sought to keep the dam a low hazard structure. The repairs will not reinforce the dam, but will provide overtopping protection to safely pass the design storm (one half of the Probable Maximum Flood). The repairs will bring the dam into compliance with Significant Hazard standards. The dam will not be reclassed as a Significant Hazard dam as it is currently a Significant Hazard dam. However, any additional development within the danger reach will likely cause the dam to be reclassed to a High Hazard dam.

There will be no reinforcement of the toe wall with geotextile, nor will these improvements improve the structural integrity of the dam or the release structure.

The staff gage should already be installed and will enable implementation of the Emergency Action Plan, but will not improve the stormwater management equipment.

Page 5. Please be advised that the Permit conditions require a Professional Engineer to be on-site to conduct construction inspection and to certify that the construction is completed in accordance with the approved plans and specifications. Is the construction inspection by MES redundant or in the service of providing documentation on contractor charges?

Thank you for the opportunity to review this plan. Again, the Department supports the formation of a service district and we look forward to completing the dam safety repairs this season. If you have any questions please call me at 410-631-3538.

Sincerely,

Brad Iarossi, P.E., Chief
Dam Safety Division

Exhibit 5

Lake Linganore Association, Inc.

April 7, 1998

RECEIVED
APR 1 1998
Maryland Environmental Service

Christine L. Hartmann
Project Manager
Maryland Environmental Services
2011 Commerce Park Drive
Annapolis, MD 21401

SUBJECT; Draft Five Year Plan for the Establishment of a Service District for the Lake Linganore Association.

Dear Christine:

This letter is simply passing along some comments I made to you on the phone earlier today in regard to the Five Year Draft Plan.

We discussed the MES bidding services on page 5 of the Plan and you noted that there will be no charges for that in view of G&O's involvement in that process. (Rand Postelle was here this morning, as a matter of fact, to open the bids for the project.)

Also, on page 5, last paragraph, and page 6, first paragraph. I found the language a bit confusing in the reference to the "estimated charge" which is defined as $105.00. That estimate would be adjusted to an "actual amount" once the bids are in. But then the last sentence of the second paragraph (first on page 6) says that if the "additional charge is greater than the estimated charge stated herein ----" certain things happen. My confusion is with the underlined wording. If it said "actual amount" (which is defined in the previous paragraph) were substituted, it would make more sense to me. Maybe I am being a bit picky since I did have an idea of what you were driving at, that is, once the charge is established, it will take a public hearing to increase it.

There was one other little item. The name "Eaglehead at Lake Linganore" is the other way around in the original documents and other places: Lake Linganore at Eaglehead (see Attachment C, e.g.)

If there any questions about this, please give me a call.

Sincerely,

William R. Johansen
ECC Administrator

6718 Coldstream Drive / New Market, Maryland 21774 / (301) 831-6400 / FAX (301) 831-3246

Exhibit G

RECEIVED
APR 1998
MD Environmental Service

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APR 8
MD Environmental Service

Parris N. Glendening
Governor

Maryland Department of Natural Resources
ENVIRONMENTAL REVIEW
Tawes State Office Building
Annapolis, Maryland 21401

John R. Griffin
Secretary

Carolyn D. Davis
Deputy Secretary

April 3, 1998

Mr. James W. Peck
Maryland Environmental Service
2011 Commerce Park Drive
Annapolis, MD 21401

Chris
FSD

RE: Lake Linganore Association Service District - Draft Five Year Plan

Dear Mr. Peck:

This letter is in response to your letter to Secretary Griffin, dated March 16, 1998, requesting Departmental review of the Draft Five Year Plan for the Lake Linganore Association Service District in Frederick County.

The Department has conducted a review of the Draft Five Year Plan prepared for the subject Service District. As a result of our review of this document we offer concurrence with the subject Plan. However, the following comments from our Wildlife and Heritage Division are offered for your consideration in executing the Plan:

The Wildlife and Heritage Division has no records for Federal or State rare, threatened or endangered plants or animals within this project site. This statement should not be interpreted as meaning that no rare, threatened or endangered species are present. Such species could be present but have not been documented because an adequate survey has not been conducted or because survey results have not been reported to us.

However, the forested area on the project site contains Forest Interior Dwelling Bird habitat. Populations of many Forest Interior Dwelling Bird species (FIDS) are declining in Maryland and throughout the eastern United States. The conservation of this habitat is strongly encouraged by the Department of Natural Resources. The following guidelines will help minimize the project's impacts on FIDS and other native forest plants and wildlife:

1. Concentrate development to nonforested areas.

2. If forest loss or disturbance is absolutely unavoidable, concentrate or restrict development to the perimeter of the forest (i.e., within 300 feet of the existing forest edge), particularly in narrow peninsulas of upland forest less than 300 feet wide.

3. Limit forest removal to the "footprint" of houses and to that which is absolutely necessary for the placement of roads and driveways.

4. Wherever possible, minimize the number and length of driveways and roads.

5. Roads and driveways should be as narrow and short as possible; preferably less than 25 feet and 15 feet, respectively.

6. Maintain forest canopy closure over roads and driveways.

7. Maintain forest habitat up to the edges of roads and driveways; do not create or maintain mowed grassy berms.

8. Maintain or create wildlife corridors (for details, see Critical Area Commission's Guidance Paper on Wildlife Corridors).

9. Do not remove or disturb forest habitat during May-August, the breeding season for most FIDS. This seasonal restriction may be expanded to February-August if certain early nesting FIDS (e.g., Barred Owl) are present.

10. Afforestation efforts should target (1) riparian or streamside areas that lack woody vegetation, (2) forested riparian areas less than 300 feet, and (3) gaps or peninsulas of nonforested habitat within or adjacent to existing FIDS habitat.

For additional assistance, please contact Ed Thompson, Western Regional Ecologist for the Heritage and Biodiversity Conservation Programs, at 1482 Sand Spring Road, Meyersdale, PA or at (814) 634-5972.

Thank you for the opportunity to comment on this document. If you have any questions, please call me at (410) 260-8331.

Sincerely,

Ray C. Dintaman, Jr.

Ray C. Dintaman, Jr., Director
Environmental Review Unit

RCD