

## AGREEMENT

This Agreement is entered into this 22<sup>nd</sup> day of June, 2016 between the Town of Chestertown, Maryland (“Town”) and the University of Maryland Shore Medical Center at Chestertown Hospital and the University of Maryland Medical System Corporation (collectively the “Hospital”), together the “Parties.”

WHEREAS, the Town has expressed concern about the possibility of damage to the Town’s water supply resulting from a certain fuel oil spill in the mid-1980s (the “Oil Spill”) at Kent & Queen Anne’s Hospital, now known as University of Maryland Shore Medical Center at Chestertown (“Hospital”) and the subsequent remediation and mitigation activities undertaken by the Hospital (“Remediation”).

WHEREAS, the Hospital does not believe that there will be any damage to the Town’s water supply from the Oil Spill or Remediation and does not take responsibility for any damage to the Town’s Water supply which is not associated with the Oil Spill or Remediation.

WHEREAS, the Hospital is performing the Remediation pursuant to an Action Plan approved by the Maryland Department of the Environment (“MDE”) with conditions, a copy of which is attached (“Action Plan”), and the Town has expressed concerns about the efficacy and implementation of the Remediation and Action Plan.

WHEREAS, MDE is expected to evaluate the performance of the Remediation pursuant to the seven risk factors described in MDE’s Maryland Environmental Assessment Technology for Leaking Underground Storage Tanks guidance (“MEAT”) and MDE may decide to terminate any Remediation requirement (other than limited post-closure monitoring) pursuant to that guidance document or otherwise.

WHEREAS, for purposes of this agreement, “Contaminants of Concern” means Total Petroleum Hydrocarbons – Diesel Range Organics (“TPH-DRO”), naphthalene, and residual Ivey-sol surfactant, provided that the contaminant originated from the Oil Spill or the Remediation.

WHEREAS, the Town is desirous of an agreement with the Hospital whereby, in the event of any detection of specified Contaminants of Concern in certain Town wells proven to have originated from the Hospital Oil Spill or the Remediation which would prevent the continued use of those wells as a safe source of supply or require changes to the Town’s water treatment (facilities or operations), the Hospital will indemnify and hold harmless the Town and assume liability for damages/costs to the Town’s wells or water treatment proximately caused by the Oil Spill or Remediation and the Hospital is desirous of an agreement to resolve the Town’s objections to the Remediation and Action Plan approved by MDE and the Town’s concerns with the anticipated termination of the Remediation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated into and made a part of this Agreement.

2. **Transparency & Data Sharing.**

a. The results of all sampling and monitoring requirements imposed by the MDE on the Hospital, by Consent Order or otherwise, will be shared with the Town. All MEAT related activities, reports and sampling/monitoring data submitted by the Hospital to MDE, and any orders and actions originating from MDE to the Hospital, will be provided to the Town.

b. Unless otherwise prohibited, the Hospital agrees to provide the Town with a reasonable opportunity to review and comment on any proposed order, agreement or decision from/by MDE related to the Remediation, including the location of any new wells.

c. The Hospital will notify the Town with written copy of any changes to the Action Plan.

3. **Sampling.**

a. The Hospital will perform sampling in accordance with the Action Plan, a copy of which is attached hereto as Exhibit A. In accordance with the Action Plan, the samples are analyzed for Contaminants of Concern using EPA Method 8015 for TPH-DRO and MDE prescribed lab testing protocols for other Contaminants of Concern.

b. The sampling results from the approved Action Plan will be used to establish baseline levels in the monitoring wells based upon average results. After baseline sampling, Hospital will continue to conduct monthly sampling in accordance with the approved Action Plan. The Hospital will install three additional monitoring wells in town right of way or hospital property as follows: one well to be located approximately mid-way between wells MW-18 and MW-23, one well approximately mid-way between wells MW-18 and MW-28 (and on the northern side of Campus Avenue) and one well located approximately 50 feet southwest of well MW-28 (on the northern) side of Campus Avenue. Together these three new wells in addition to existing wells MW-18, MW-23, MW-28 and MW-29 are the seven "Sentinel Monitoring Wells." (The attached exhibit shows the proposed locations.) Following any termination of the Remediation by MDE pursuant to the MEAT guidance or otherwise, the Hospital will continue to take quarterly samples of the Sentinel Monitoring Wells for the longer of (1) three years from the discontinuation of the pump and treat system or (2) any period required by MDE for post-closure monitoring.

c. If TPH-DRO is detected in excess of 0.47 ppm, naphthalene is detected in excess of 0.0017 ppm, or any surfactants are detected in any of the Sentinel Monitoring Wells

(the “Trigger Levels”), the three (3) year sampling period will restart until three years of quarterly sampling results fail to detect such constituents above the specified limits. Summary reports will be submitted by Hospital to Town on a quarterly basis and to MDE if requested by MDE.

d. All groundwater sampling procedures shall be conducted using industry accepted protocols, or as directed by MDE.

4. **Detection of Contamination – Notice.** The detection of any Contaminants of Concern above the Trigger Levels in any Sentinel Monitoring Well shall be promptly reported by the Hospital to the Town and to MDE.

5. **Indemnification.**

a. The detection of any Contaminants of Concern above the Trigger Levels in an active Town production well used as a drinking water source and proximately caused by the Oil Spill or the Remediation shall trigger Hospital’s obligation to indemnify and hold harmless the Town for all costs of remedial actions necessary to ensure the production and delivery of safe drinking water by the Town to residents and businesses without interruption. This may require the relocation or replacement of the impacted well or the addition or additional treatment depending on the nature and extent of the contaminants. If the Parties are unable to agree whether the contaminants originate from the Oil Spill or Remediation then the Parties, in good faith, shall agree to attempt to resolve the issue through non-binding arbitration using a neutral arbitrator. Each Party reserves the right to seek a declaratory judgment or injunctive relief to establish the origination of the contaminants.

b. In the event that any Contaminant of Concern is detected above the Trigger Levels in a Town production well but has not been detected above the Trigger Levels in any Sentinel Monitoring Well, that shall establish a rebuttable presumption that the contaminants in the production well did not originate from the Oil Spill or the Remediation.

6. **Responsive Actions.** If any Contaminant of Concern above the Trigger Levels is detected in any Sentinel Monitoring Well, Hospital will employ aggressive measures to prevent further migration of the subject constituents. Such responsive measures may, after consultation with Town and MDE, include:

a. recovery, expanded pump and treat actions or installation of additional monitoring wells;

b. weekly gauging of impacted wells until the earlier of (1) no Contaminants of Concern in excess of the Trigger Levels have been detected for four quarters or (2) a determination is made that the contaminants did not originate from the Oil Spill or Remediation;

c. a groundwater evaluation to delineate the total vertical and horizontal extent of all Contaminants of Concern in order to fully consider associated risks and additional remediation measures that may be required to protect the Town public water supply; and

d. If following remedial action the concentration of any Contaminant of Concern rebounds or the initial amount of the constituent detected remains the same or increases, consideration shall be given to an alternative water supply source for the Town.

7. **Cooperation.**

a. Upon a detection of any Contaminant of Concern above the Trigger Levels, the Town and Hospital will cooperate in evaluating and implementing the appropriate short and long term mitigation, remediation and corrective action options; however, the Town's responsibility to provide safe potable water to its citizens without interruption shall remain a priority for the Town. The Hospital accepts responsibility for assuring that Town residents are not deprived of access to safe potable water as the result of the Oil Spill or Remediation.

b. The Town agrees that the seven risk factors for closure of the pump and treat system specified in the MEAT guidance document are applicable and subject to enforcement by MDE. The Town and the Hospital agree to work cooperatively to achieve the closure of the existing pump and treat system if, and only if, the monitoring results indicate that the criteria specified in the Action Plan and the MEAT guidance document are achieved. The Hospital's obligations for post closure monitoring and indemnification pursuant to this Agreement shall continue whether or not the pump and treat system is discontinued.

8. **Enforceability.** This Agreement is binding on the Parties, their successors and assigns. The Hospital's promise to indemnify and hold harmless the Town and to assume liability for certain costs after a trigger event shall be readily enforceable and backed by the full faith and credit of the University of Maryland Medical System.

9. **No Admissions.** This Agreement is understood and intended by the Parties to provide a mutually acceptable resolution of disputed claims in a way that enables the Parties to move forward in a productive manner and is without any admission of liability or fact. Nothing in this Agreement shall be considered as an admission by any Party.

10. **Final Agreement.** This Agreement contains the final and entire Agreement between the Parties hereto and supersedes all prior discussions, stipulations, or writings between the Parties regarding matters resolved in this Agreement.

11. **Modification.** The terms of this Agreement may be modified in writing by mutual agreement of the Parties.

12. **Maryland Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

13. **Construction.** This Agreement has been negotiated freely by the Town and Hospital and both Parties participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed strictly for or against either Party.

14. **Execution & Modification.** By executing this Agreement, each Party represents and warrants that the person signing this Agreement is duly authorized and has full authority to execute this Agreement on behalf of the Party and to bind the Party to the terms of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument, and shall be deemed effective as of the date last party executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first above written.

**TOWN OF CHESTERTOWN:**

6/22/16  
Date

  
By: Chris Cerino

Title: Mayor

**UNIVERSITY OF MARYLAND SHORE  
MEDICAL CENTER AT CHESTERTOWN  
HOSPITAL**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Kenneth D. Kozel, MBA, FACHE

Title: President and CEO

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By: Kenneth D. Kozel, MBA, FACHE

Title: President and CEO

UNIVERSITY OF MARYLAND MEDICAL SYSTEM CORPORATION

6/22/16  
Date



By: Robert A. Chrencik

Title: President and CEO

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**EXHIBIT A**

**MDE Approved Action Plan for Remediation**

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H&B Solutions, LLC

37534 Oliver Drive  
Selbyville, DE 19975

Tel: 410.292.4385

April 18, 2016

Maryland Department of the Environment  
Oil Control Program  
1800 Washington Blvd.  
Baltimore, MD 21230-1708

Attn: Mr. Andrew Miller  
Remediation Division Chief

Re: Chester River Hospital Center  
Request for Subsurface Investigation Work Plan  
Project No: 14004.00

Dear Mr. Miller:

As requested, this serves to satisfy the Maryland Department of the Environments (MDE's) March 23, 2016 letter and to provide the necessary "Subsurface Investigation Work Plan". To reconfirm, this is an amendment/add-on to the 2015 Action Plan, weekly summary reports, and the ongoing monthly and quarterly sampling and reporting. Pursuant to ongoing commitments associated with these existing plans and documents, the groundwater pump and treat system remains on and Chester River Hospital Center (CRHC) continues to work with MDE on the drafting of a settlement agreement and consent agreement that outlines CRHC's responsibilities with respect to continued investigation and remediation of the heating oil contamination at and from the site.

As confirmed in our March 30, 2016 letter, we agree that in previous meetings MDE discussed additional assessment activities in selected areas of the site for determining whether there was "significant residual contamination or free phase heating oil remaining at the site." The following; therefore, supplements the 2015 Remediation Action Plan and provides the specific scope of work for additional investigation which will allow MDE to better assess the effectiveness of the long-term pump and treat system which has been the focus of cleanup efforts for these many years.

**Work Plan:**

Using the MDE Site Map which identified approximate locations for six (6) new soil boring and monitoring wells, we have requested and received a proposal from Earth Data Incorporated. The purpose of this work is to complete soil stratification logging and soil sampling, and to facilitate vertical delineation of potential petroleum residuals. This will provide the information necessary for CRHC and the MDE to evaluate the possible residual extent of liquid phase hydrocarbons (LPH) and residual petroleum contamination in soils and groundwater. Earth Data's plan as submitted also provides for the conversion of these borings into permanent monitoring wells to facilitate continued monitoring at these locations.

In order to provide for this necessary work, Earth Data will:

1. Obtain all required drilling permits.
2. Coordinate existing underground utility location and marking with CRHC personnel.
3. Mobilize to the site with a Mobile B-61 truck-mounted drilling rig and support equipment.

4. Saw-cut the asphalt at each drilling location and hand-clear each location to a minimum depth of three feet (3') before starting any coring or drilling operations.
5. Collect continuously-cored soil samples at each of the six (6) locations to the total estimated depth for each new monitoring well as follows:
  - a. MW-51-- 65 feet
  - b. MW-52-- 55 feet
  - c. MW-53-- 56 feet
  - d. MW-54-- 51 feet
  - e. MW-55-- 48 feet
  - f. MW-56-- 46 feet
6. Describe and field-screen the soil borings as further detailed below.
7. Collect, label, and ship soil samples to the laboratory for analysis as further described below.
8. Upon completion of the soil boring, ream the hole using six and one quarter inch (6 ¼") I.D. hollow-stem augers to total depth.
9. Install a four inch (4") diameter monitoring well in each reamed hole to include:
  - a. Schedule forty (40) flush-thread PVC well casing
  - b. Twenty feet (20') of schedule forty (40) flush-thread PVC well screen.
  - c. Filter pack to five feet (5') above the top of the well screen.
  - d. Hole plug in the annular space from five feet (5') above the top of the well screen to ground surface.
10. Containerize drill cuttings for disposal by others as further described below.
11. Fully develop each well by means of a combination of active surging, pumping and purging as further described below.
12. Contain all water generated during the drilling operations for on-site disposal into the Town of Chestertown's sanitary sewer system. (Earth Data will obtain the necessary authorizations from the Town.)
13. Collect, label, and ship water samples to the laboratory for analysis as further described below.
14. Furnish and install a locking test plug and flush-mount protective casing at each new well.
15. Pour a concrete pad at each well to match the other existing monitoring wells at the site.
16. Demobilize from the site.
17. Provide H&B Solutions with a copy of all permit applications, permits, field reports, driller's logs, completion reports, and other relevant field data which will be used to provide the necessary reporting to the MDE of the completed work effort.

In conformance with the MDE's specific requirements in regards to the above referenced Work Plan, we have stipulated to all contractors identified to perform the work that they must adhere to the implementation plan and set of assumptions as identified below.

1. The work to survey the wells into the existing monitoring well network will be performed by Davis, Bowen & Friedel, Inc. (DBF). DBF will field locate the new wells and leave markers for Earth Data's use.
2. Earth Data will collect, label, and ship soil and water samples to Phase Separation Science. Tests to be performed will be those specified by MDE to include full-suite volatile organic compounds (VOCs), including fuel oxygenates and naphthalene, using EPA Method 8260 and for total petroleum hydrocarbons diesel range organics (TPH-DRO) using EPA Method 8015B. (Once this work has been completed, results assessed,

- and report provided to the MDE; these new wells will be added to the existing suite of wells onsite and become part of the monthly and quarterly sampling currently required.)
3. All driller's logs, field reports, well permit applications, completion reports, etc., will be provided to H&B Solutions. We will include this data as part of the report to be submitted to the MDE at the conclusion of the Work Plan.
  4. An Earth Data geologist will be present onsite to describe and field-screen the collection of continuous core samples at each site. Soil samples will be collected from ground surface to the proposed total depth for each well.
  5. All continuous soil samples will be collected using a discrete Macro-core sampling device. Small diameter hollow-stem augers can be advanced in conjunction with the macro-core sampling tool to permit the collection of continuous soil cores in loose or water-saturated soil zones.
  6. All samples will be screened visually and with a photo-ionization detector (PID) using consistent methodology to minimize volatilizing prior to screening with the PID.
  7. Soil samples for laboratory analysis will be collected in each boring at the soil/groundwater interface and from the location exhibiting the highest PID response. Samples collected for analysis will be field preserved in accordance with EPA Method 5035.
  8. Earth Data will transfer all drill cuttings into fifty-five (55) gallon drums. The drums will be sealed and BrightFields will assist with sampling, transport, and disposal of approximately thirty (30) fifty-five (55) gallon drums containing DRO impacting soil cuttings which will be generated during monitoring well and installation activities by Earth Data. Specifically:
    - a. BrightFields will mobilize to the Site to collect one (1) composite soil sample from the fifty-five (55) gallon drums containing soil cuttings. The composite soil sample will be submitted to Test America Laboratories located in Edison, New Jersey, for Toxicity Characteristics Leaching Procedure (TCLP) Metal, TCLP Volatile Organic Compounds (VOCs), and Polychlorinated Biphenyls (PCBs) analysis. Laboratory analysis is required by the disposal facility to evaluate whether the soil is classified as hazardous.
    - b. BrightFields will coordinate the waste removal, transport, and disposal of the fifty-five (55) gallon drums at an approved disposal facility.
  9. All water generated during the project (well development, additional pumping, decon water, etc.) will be contained in 500 gallon poly tanks to be provided by Earth Data and staged at the site. It is assumed that the Town of Chestertown will allow disposal of all water into their sanitary sewer system after being pumped through a portable granular activated carbon (GAC) unit, to be provided by Earth Data. (Being coordinated by Earth Data.) Off-site water disposal, if required, will be the responsibility of BrightFields.
  10. Earth Data will construct all monitoring wells in accordance with MDE's Maryland Environmental Assessment Technology (MEAT) for Leaking Underground Storage Tanks guidance document.
  11. The new wells will be developed utilizing active surging and additional pumping/purging as required. Wells will be developed until reasonably clear.
  12. The area around each well will be secured by CRHC (cones, marking tape, etc.) such that Earth Data personnel will have adequate working space for truck-mounted drilling rig and support equipment.
  13. Earth Data, BrightFields, and DBF will coordinate all on-site activities with H&B Solutions.
  14. If liquid-phase hydrocarbons (LPH) are detected, Earth Data will immediately notify H&B Solutions and the MDE-OCP as required. Within two (2) hours of discovery H&B

Solutions will call MDE at 410.537.3442 and report the findings. H&B Solutions will immediately develop the appropriate response and coordinate same with MDE.

15. All work will be performed in PPE Level D, and Earth Data will provide all required PPE for its personnel.
16. All wells will be constructed with four inch (4") diameter, Schedule forty (40) PVC, flush-thread well casing and screen.
17. Each well will be constructed with twenty feet (20') of well screen; ten feet (10') of well screen above and below the water table surface as measured in adjacent monitoring wells. A summary table to illustrate anticipated well construction details and basis for the design is included below.

New Well I.D.	Closest Existing Well I.D.	Historic High Water Level (ft.)	Historic Low Water Level (ft.)	Average Depth to Water (ft.)	March 2016 Depth to Water (ft.)	Proposed Well Total Depth (ft.)	Proposed Screen Interval (ft.)	Estimated Pumping Influence
MW-51	MW-5	49.18	55.05	52.12	50.73	65	40' to 60'	Low
MW-52	MW-42	36.68	43.21	39.95	39.36	55	30' to 50'	Low
MW-53	MW-43	37.44	43.64	40.54	41.09	56	31' to 51'	Low-Mod.
MW-54	MW-41	33.04	40.39	36.72	36.44	51	26' to 46'	Low
MW-55	MW-45	30.66	36.03	33.35	33.02	48	23' to 43'	Low
MW-56	MW-20	29.24	35.58	32.41	31.62	46	21' to 41'	Low

18. All monitoring wells will be completed with a flush-mount protective casing and concrete pad, similar to the other existing wells at the site.
19. The order in which the wells are drilled will be coordinated with the maintenance staff at CRHC in order to minimize impacts to traffic flow, pedestrian areas, and on-site parking.
20. Based on March, 2016 water level data provided by EBA Engineering, the approximate construction features of the six (6) wells will be as follows:

New Well I.D.	Closest Existing Well I.D.	March 2016 Water Level (ft.)	Proposed Total Depth (ft.)	Proposed Screen Interval (ft.)
MW-51	MW-5	50.73	65	40' to 60'
MW-52	MW-42	39.36	55	30' to 50'
MW-53	MW-43	41.09	56	31' to 51'
MW-54	MW-41	36.44	51	26' to 46'
MW-55	MW-45	33.02	48	23' to 43'
MW-56	MW-20	31.62	46	21' to 41'

21. Each well will be constructed with an approximate five foot (5') sump below the deepest set well screen to accept sediment accumulation during normal well operation and maintenance.
22. In consideration of the site logistical challenges associated with drilling MW-51 (closest existing well is MW-5) in the courtyard, MDE has indicated different drilling methods/techniques can be used. Earth Data proposes to continuously core and construct a two inch (2") diameter monitoring well at this location. All other wells will be four inch (4") diameter as originally specified.

To construct MW-51 Earth Data will:

- a. Coordinate site access requirements with H & B Solutions.
- b. Remove one eight foot (8') section of privacy fence located on the east side of the courtyard to facilitate rig access in coordination with CRHC staff.
- c. Coordinate with CRHC electricians/maintenance staff for the temporary relocation of certain electrical equipment installed on and in the vicinity of the privacy fence.
- d. Coordinate with a private utility locating company to mark the area in the vicinity of the proposed location for MW-51.
  - i. Note: This is a very important aspect of the work for overall project safety. There is a buried fuel tank and other underground utilities in the vicinity of the proposed location for MW-51 in the hospital courtyard.
- e. If required, trim selected tree branches in the courtyard as necessary to facilitate rig placement and operation.
  - i. Earth Data will consult with H&B Solutions and/or others as directed prior to trimming any tree branches.
- f. Mobilize to the site with a track-mounted combination direct-push/hollow stem auger rig and support equipment.
- g. Collect continuously-cored soil samples to a total depth of approximately sixty-five feet (65').
- h. Describe and field-screen the soil borings as previously detailed.
- i. Collect, label, and ship soil samples to the laboratory for analysis as previously described.
- j. Upon completion of the soil boring, ream the hole using four and one quarter inch (4 ¼") I.D. hollow-stem augers to total depth.
- k. Install a two inch (2") diameter monitoring well to include:
  - i. Schedule forty (40) flush-thread PVC well casing
  - ii. Twenty feet (20') of schedule forty (40) flush-thread PVC well screen.
  - iii. Filter pack to five feet (5') above the top of the well screen.
  - iv. Hole plug in the annular space from five feet (5') above the top of the well screen to ground surface.
- l. Containerize drill cuttings for disposal by others.
- m. Fully develop the well by means of a combination of active surging, pumping, and purging as previously described.
- n. With the Town's approval, contain all water generated for on-site disposal into the Town of Chestertown's sanitary sewer system as previously described.
- o. Collect, label, and ship water samples to the laboratory for analysis.
- p. Furnish and install a locking test plug and flush-mount protective casing.
- q. Pour a concrete pad.
- r. Demobilize the drilling rig from the courtyard area.
- s. Restore the site and privacy fence.
- t. Coordinate re-installation of the electrical equipment previously removed to facilitate mobilization.
- u. Provide H&B Solutions with a copy of all permit applications, permits, field reports, driller's logs, completion reports, and other relevant field data.

During construction (estimated two days) Earth Data proposes to leave its flatbed truck parked at the site, backed-up to the courtyard privacy fence. This will allow for timely

demobilization of equipment upon drilling completion. The fence gap will be marked with caution tape and "Do Not Enter" signage at night.

**Implementation Schedule:**

Task	Due Date
Obtain MDE approval of the Work Plan	May 2, 2016
CRHC Authorizes Contractors to Proceed	May 4, 2016
Earth Data Obtains MDE Drilling Permits	May 11, 2016
DBF Field Locates New Wells	May 11, 2016
Earth Data Completes Field Work/Drilling of New Wells	June 8, 2016
BrightFields Disposes of all Drilling Material	June 8, 2016
DBF Locates New Wells into Existing Network	June 13, 2016
Demobilization, Laboratory Testing, and Initiation of Summary Report	June 14, 2016
H&B to Submit Site Assessment Report to MDE	August 1, 2016

**Monitoring and Reporting:**

Consistent with your March 23, 2016 letter we will provide you with a Site Assessment Report no later than forty-five (45) days following the completion of all approved "Subsurface Investigation Work Plan" activities. However, we propose similar to what we did for the 2015 Action Plan, that weekly reports will be prepared which provide the status of the activities for the week. This will include the location and area where work is being conducted, activities completed, monitoring dates, sample results, and other pertinent information to the weeks efforts. These weekly reports will be used in turn to create the Site Assessment report referenced above, which will include a summary of findings and recommendations as well as next steps.

We look forward to your review and approval of the work plan so that we can initiate the scope outlined above and complete the effort consistent with the above referenced schedule.

Sincerely,

H&B Solutions, LLC

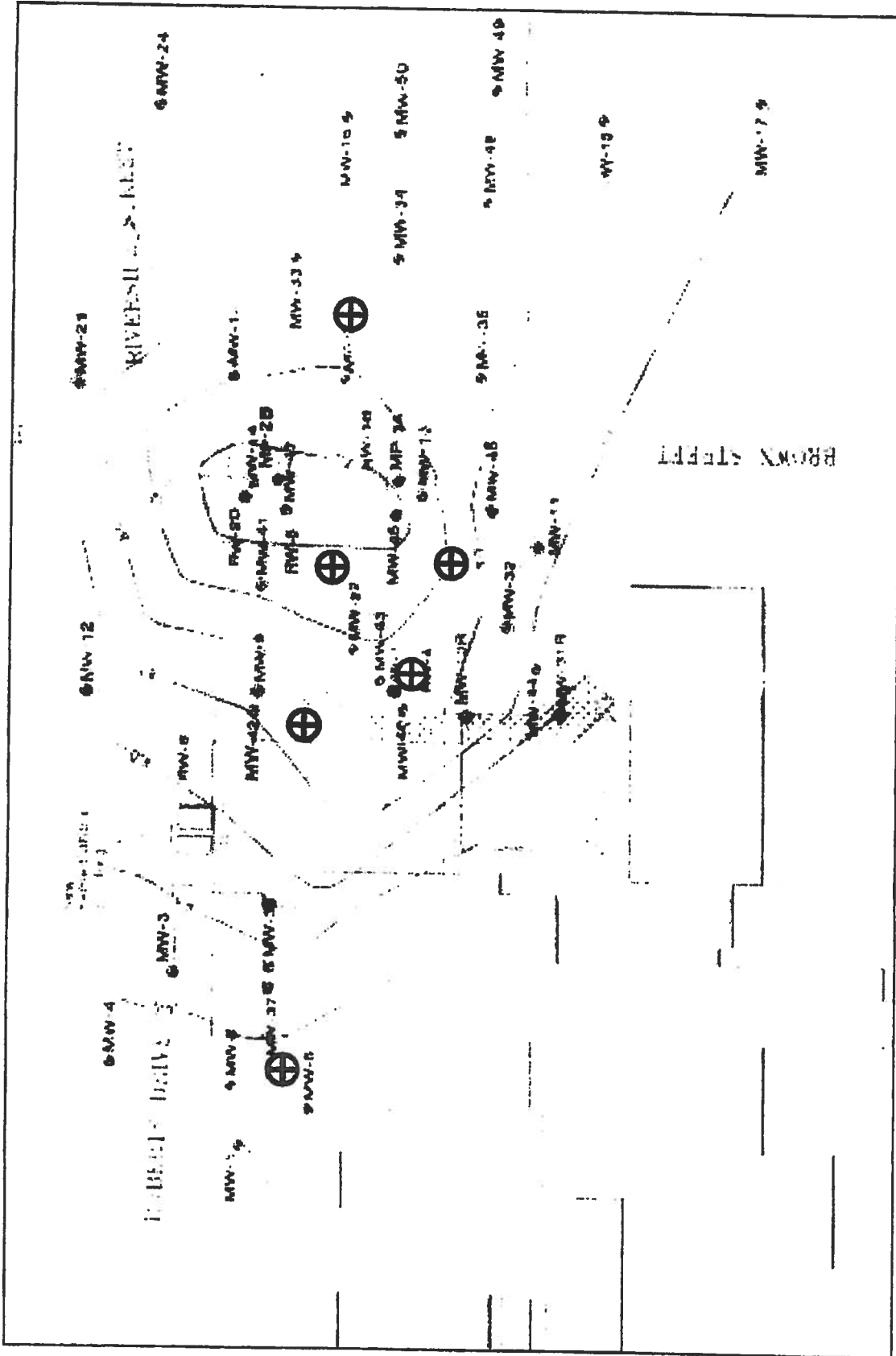


Dane S. Bauer  
Member

Enclosure

Cc: Mayor Chris Cerino (Town of Chestertown) w/enclosure  
Mr. Bill Ingersoll (Town of Chestertown) w/enclosure  
Mr. Bob Sipes (Town of Chestertown) w/enclosure  
Mr. Michael Forlini, Esq. (Funk & Bolton, PA) w/enclosure  
Mr. John Beskid (Kent County Health Department) w/enclosure  
Mr. James Sines (EBA Engineering, Inc.) w/enclosure  
Mr. Michael Powell, Esq. (Gordon-Feinblatt, LLC) w/enclosure  
Mr. Horacio Tablada (MDE) w/enclosure  
Ms. Virginia Kearney (MDE) w/enclosure

Dr. Ching-Tzone Tien, Ph.D., PE (MDE) w/enclosure  
Mr. Michael Eisner (MDE) w/enclosure  
Mr. Saeid Kasraei (MDE) w/enclosure  
Mr. John Grace (MDE) w/enclosure  
Ms. Priscilla Carroll, Esq. (MDE) w/enclosure  
Ms. Hilary Miller (MDE) w/enclosure  
Ms. Susan Bull (MDE) w/enclosure  
Mr. Christopher Ralston (MDE) w/enclosure  
Mr. Kenneth Kozel (SRH) w/enclosure



⊕ Approximate location of soil boring / monitoring well



**EXHIBIT B**

Revised Sentinel Well Locations

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