

AN ORDINANCE PROVIDING FOR AN EXCLUSIVE FRANCHISE
WITHIN THE CORPORATE LIMITS OF LEONARDTOWN, MARYLAND
FOR GARBAGE COLLECTION AND FOR THE REGULATION OF SUCH ACTIVITY

ARTICLE ONE
GRANT OF FRANCHISE

The Commissioners of Leonardtown, Maryland, a municipal corporation (hereinafter referred to as Grantor) hereby grants to WALTER WISE, T/A Disposal / ^{Service} (hereinafter referred to as Grantee) an exclusive franchise for the collection of garbage within the corporate limits of Leonardtown, Maryland, of the following scope and description:

ARTICLE TWO
SCOPE AND DESCRIPTION OF FRANCHISE

The Grantee has the exclusive right during the term of the franchise granted by this Ordinance to collect and haul for hire over the streets and alleys of the Grantor all garbage collected from public and private customers located within the corporate limits of the Grantor. "Garbage," as used herein, shall be interpreted to mean and include all waste animal and vegetable matter, rubbish, trash, debris, ashes, tin cans and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.

The Grantee shall dump garbage hauled hereunder at such locations beyond the Grantor's corporate limits as shall be approved by the St. Mary's County Health Department and other applicable County agencies.

ARTICLE THREE
SPECIFIC CONDITIONS

Section 1. Frequency of Collections. The Grantee shall collect garbage from various residential, commercial and public facilities at the same frequency as set forth in the existing collection schedule, attached hereto and incorporated by reference

[Handwritten signatures and initials]

herein. The Grantee may select other dates for collection and may vary the frequency of collection from various customers by mutual agreement between the Grantee and the individual customers.

Section 2. Furnishing of Service. Grantee shall be required to furnish collection service to any person or organization, public or private, within the corporate limits of the Grantor after receipt of a written request for such service. The Grantee shall offer new customers the frequency of collection available to other, similar customers.

Section 3. Garbage Trucks. All trucks used by the Grantee for the collection and hauling of garbage shall be maintained in safe operating condition at all times. Each truck shall be equipped with a closed body that incorporates a hydraulically operated device for compacting collected garbage.

Section 4. Compliance with Regulations. The Grantee shall comply with all ordinances and regulations adopted or to be adopted by the Grantor pertaining to the collection, hauling and disposal of garbage within the corporate limits of the Grantor or regulating the use of the streets or alleys therefor.

Section 5. Labor and Equipment. The Grantee shall provide adequate labor and equipment for garbage collection under this franchise in order to provide for the reasonable and proper collection and disposal of garbage within the Grantor's corporate limits, at the Grantee's expense. Other than for expenses incurred by the Grantor in billing customers, as set forth below, all expenses associated with operating the garbage collection system under this franchise shall be the sole responsibility of the Grantee.

ARTICLE FOUR TERM

The franchise is granted for a term of five (5) years, commencing with the date on which it is accepted, subject to the right of termination set forth below. After the initial term, the

BR *SAH* *RB* *W. H. C. W.*
3/11 *W. H. C. W.*

franchise may be renewed on such terms and conditions as may be mutually acceptable to the Grantor and Grantee.

The Grantee shall file a written acceptance of the franchise, using a form approved by the Grantor, with the Grantor's Town Administrator within five (5) days after the date of this Ordinance. The franchise shall go into effect only when such acceptance has been duly filed with the Grantor, together with the letter of credit, all necessary federal, state and local permits, and evidence of general comprehensive liability insurance, as required below.

ARTICLE FIVE
GENERAL CONDITIONS

Section 1. Letter of Credit. The Grantee shall, within five (5) days after the date of this Ordinance, file with the Grantor's Town Administrator, and at all times during the term of this franchise keep in full force and effect, a letter of credit payable to the Grantor's order, in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). The Grantor reserves the right to approve both the form of the letter of credit and the issuing financial institution. The letter of credit shall recite that it is being issued for the purpose of insuring the Grantee's faithful performance of its duties and obligations under the franchise. Neither the letter of credit nor any amounts recovered under it shall be construed to excuse the Grantee's faithful performance under the franchise, nor limit the liability of the Grantee for damages, or preclude the Grantor from exercising any other remedies available at law or equity.

Section 2. Indemnity. The Grantee shall indemnify and defend the Grantor, its boards, commissions, officers, agents and employees, against any and all liabilities for injury to or death of any person or persons, or any damage to or destruction of any property caused in whole or in part by the Grantee, its officers, agents and employees, during its exercise of the franchise.

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TIR FHM *[Signature]* *[Signature]*

Section 3. Comprehensive Liability Insurance. At all times during the term of the franchise the Grantee will, at its own expense, maintain in full force and effect comprehensive liability insurance with an insurance company approved by the Grantor, and with the policy or policies to be approved by the Grantor. The coverage represented by such policy or policies shall be for the protection of the Grantor, members of its boards and commissions, and its officers, agents and employees, against any liability for loss or damages for bodily injury, death and property damage or destruction caused by the activities of the Grantee under the franchise. Minimum liability limits under the policy or policies shall be three million dollars (\$3,000,000.00) for personal injury or death and/or damage to property resulting from any one (1) occurrence. At the Grantor's request, additional public agencies and their personnel shall be added as insured parties. The above-described policy or policies shall each contain a provision that a written notice of any cancellation or reduction in coverage shall be delivered to the Grantor at least fifteen (15) days in advance of the effective date thereof. The Grantee shall provide the Grantor with certificates evidencing the insurance coverage described above at least annually.

Section 4. Limitation of Franchise. No privilege or exemption is granted or conferred by the franchise except those specifically prescribed herein. Any privilege claimed under the franchise by the Grantee in any street, alley or other public place shall be subordinate to any lawful occupancy of same by the Grantor or by any other public agency, and to lawful prior occupancy of same by any other entity or person.

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FHA

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ARTICLE SIX
CONSIDERATION

Section 1. Compensation. The compensation to be paid by the Grantor to the Grantee for the services under this franchise shall be as set forth in the Proposal from the Grantee to the Grantor dated October 27, 1983. A copy of siad Proposal is attached hereto and incorporated by reference herein. Such compensation shall remain in effect until June 30, 1985. Beginning in January, 1985, the Grantor and Grantee shall conduct an annual rate review, effective July 1 of the same year. In the event the parties shall fail to reach agreement on the annual rate review prior to March 31 of any year, this franchise shall become null and void on July 1 of that year, subject to such extensions to which the parties may mutually agree.

Section 2. Billing. The Grantee shall submit an invoice monthly to the Grantor for services provided during the previous month under the franchise. The amount so invoiced and approved by the Grantor shall be paid by the Grantor to the Grantee. All invoices shall specify any changes in type of collection or customers served from the attached list of existing customers. The amount invoiced shall reflect any such changes. The Grantor assumes the responsibility of billing the individual customers for services rendered by the Grantee under the franchise. ~~but~~ after June 30, 1985, the Grantor may, at its option, transfer customer billing to the Grantee, which shall then relieve the Grantor from any further financial responsibility to the Grantee under Section 1, above. Provided, however, that transfer of direct customer billing to the Grantee shall not terminate the Grantor's right to review and approve any prospective rate increases, as set forth above.

ARTICLE SEVEN
ASSIGNMENT OF FRANCHISE

The Grantee shall not have the right to assign the franchise or otherwise transfer it in any manner whatsoever, or sell, lease, license or permit others to use or transfer in any manner

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whatsoever any interest in all or any part of its facilities that are installed or operated hereunder, except upon prior written approval of the Grantor.

ARTICLE EIGHT
FORFEITURE AND TERMINATION

The franchise may be forfeited, at the option of the Grantor, upon failure or refusal by the Grantee to observe the terms and conditions set forth herein. Forfeiture may be exercised by written notice to the Grantee of failure to observe the terms and conditions hereof, followed by the Grantee's refusal to eliminate or correct such failure or violation within thirty (30) days, or to commence the elimination or correction of such failure within twenty-four (24) hours of notice from the Grantor. In the event of any failure or violation, the Grantor may sue in its own name in the manner provided by law for the forfeiture of the franchise, and the exercise of such remedy of forfeiture shall not preclude the exercise of any other right or remedy given to the Grantor by law or equity, whether exercised concurrently or subsequently. Either the Grantor or the Grantee may terminate its obligations under this franchise upon giving the other party at least six (6) months written notice prior to July 1, which shall be the effective date of termination.

ARTICLE NINE
EFFECT OF INVALIDITY

The franchise is granted pursuant to the laws of the State of Maryland relating to the granting of such rights and privileges by municipal corporations. If any article, section, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional, such invalidity shall not affect the validity of the Ordinance or any of the remaining portions. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.

[Handwritten signatures and initials]

This franchise shall be effective on the 1st day of December, 1983.

Passed and approved this 28th day of ~~November~~^{October 28th}, 1983.

ATTEST:

Sharon O. Beckwith
Secretary

COMMISSIONERS OF LEONARDTOWN

J. Wilmer Bowles
J. WILMER BOWLES
President

Betty Russell
BETTY RUSSELL
Vice-President

Fayrene Mattingly
FAYRENE MATTINGLY
Commissioner

Frederick J. McWilliams
FREDERICK J. MCWILLIAMS
Commissioner

Edward Long
EDWARD LONG
Commissioner

WITNESS:

Sharon O. Beckwith

Walter Wise
WALTER WISE
T/A Disposal Service

APPROVED AS TO LEGAL FORM:

Joseph F. Densford
JOSEPH F. DENSFORD
Corporation Counsel

<u>Pick-Up</u>	<u>Stops - No Dumpsters.</u>	<u>No Of Pick-Ups Per Week</u>	<u>Schedule</u>
Dr. Boyd		2	Mon., Th.
Brinsfield F.H.		2	Mon., Th.
Dr. Pierce		2	Mon., Th.
Camiliar House		2	Mon., Th.
Town Florist		2	Mon., Th.
Post Office		2	Mon., Th.
Caldwell Apartments		2	Mon., Th.
O'Brien Apartments		2	Mon., Th.
Richard Lepper		2	Mon., Th.

Commercial Pick-Up Sites Broken Down by Dumpster Size. Pick-Up Sites Do No Correspond With Number of Customers --- Many Are Shared.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
2 Yd.	First National Bank	2	Mon., Th.
2 Yd.	Theatre & Liquor Store	2	Mon., Th.
2 Yd.	Mattingly Funeral Home	2	Tues., Fri.
2 Yd.	Knights of Columbus	2	Tues., Fri.
2 Yd.	Miedzinski Apartments	1	Monday
2 Yd.	Maryland National Bank	2	Mon., Th.
2 Yd.	St. Paul's Church	2	Mon., Th.
2 Yd.	Fashion Center	2	Mon., Th.
2 Yd.	Western Auto	2	Mon., Th.
2 Yd.	Comb's Apartments	2	Mon., Th.
2 Yd.	Hardees	6	Mon. - Sat.
2 Yd.	Dukes	2	Wed., Sat.
3 Yd.	CATV Head In Site	1	Monday

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
3 Yd.	Leonardtown Commissioners	2	Mon., Th.
2- 3 Yd.	Bell Motor Co. (New Cars)	2	Mon, Th.
3 Yd. - Box	Pharmacy	6	Mon.-Sat
3 Yd.	Fenwick Ford	3	Mon, W., Th.
3 Yd.	Sis's Hideaway Bar	3	Mon., W., Th.
3 Yd.	Alex Bar	3	Mon., W., Th.
3 Yd.	Park Avenue	3	Mon., W., Th.
3 Yd.	Clark's Bar	2	Mon., Th.
3 Yd.	Patrician Apartments	2	Mon., Th.
3 Yd.	Thrift Oil	2	Mon., Th.
3 Yd.	Leonardtown Wharf	2	Mon., Th.
3 Yd.	St. Mary's Ice & Fuel	2	Mon., Th.
3 Yd.	Sheriff's Department	3	Mon., Th., Sat.
3 Yd.	Court House	3	Mon., Th., Sat.
3 Yd.	Health Department	3	Mon., Th., Sat.
3 Yd.	Library	2	Mon., Th.
3 Yd.	Social Services	2	Mon., Th.
3 Yd.	Printing Press	2	Mon., Th.
3 Yd.	Leonardtown Supermarket	6	Mon.-Sat.
3- 3 Yd.	Parking Lot	6	Mon.-Sat.
3 Yd.	Laundry-Cleaners	3	Mon., Th., Sat.
3 Yd.	Telephone Business Office	3	Mon., Th., Sat.
3 Yd.	Pargas	2	Mon., Th.
3 Yd.	Wood's Paint Store	2	Mon., Th.
3 Yd. - Box	Ben Franklin	2	Mon., Th.
3 Yd.	Raley's	2	Mon., Th.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
3 Yd.	The Hub	2	Mon., Th.
3 Yd.	Vass & Nelson Aaprtment	2	Mon., Th.
3 Yd.	Greenwell Corp. Apts.	2	Mon., Th.
3 Yd.	Firehouse	2	Mon., Th.
3 Yd.	St. Peters Church	2	Mon., Th.
3 Yd.	Leonardtwn Elementary	6	Mon. - Sat.
2- 3 Yd.	Waring Apartments	2	Mon., Th.
3 Yd.	Bell Motor Co. (Used Cars)	2	Mon., Th.
3 Yd.	Father Andrew White	6	Mon. - Sat.
3 Yd.	St. Mary's Academy	2	Mon., Th.
3 Yd.	Board of Education	2	Mon., Th.
3 Yd.	Governmental Center	4	Mon., Th., Wed.Sa
3 Yd.	St. Mary's Nursing Home	6	Mon. - Sat.
3 Yd.	Hospital Workshop	2	Mon., Th.
3 Yd.	Kluh Apartments	2	Mon., Th.
3 Yd.	Exxon	2	Mon., Th.
3 Yd.	Highs	6	Mon.-Sat.
3 Yd.	Texaco	2	Mon., Th.
3 Yd.	Southern Maryland Supply	2	Mon., Th.
3 Yd.	Gulf Station	2	Mon., Th.
3 Yd.	Father Andrew White Con.	2	Mon., Th.
3 Yd.	Breton View Apartments	2	Mon., Th.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
4 Yd.	Leonardtwn Supermarket	6	Mon. - Sat.
4 Yd.	Longobardi Building	2	Mon., Th.
4 Yd.	Armory	2	Mon., Th.
4 Yd.	SMECO	2	Mon., Th.
4- 4 Yd.	St. Mary's Hospital	6	Mon. - Sat.
4 Yd.	True Value	6	Mon. - Sat.
4 Yd.	Hardees	6	Mon. - Sat.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
6 Yd. - Box	Mattlingly's I.G.A.	6	Mon. - Sat.

Total Number of Dumpsters

2 YD - 10 3 YD - 33 4 YD - 10 6 YD - 1

There are 313 residential pick-ups with pick-ups being on Tuesday and Friday.

Total Number of Pick-Ups

Tuesday and Friday - 354

Monday - 75

Wednesday - 17

Thursday - 71

Saturday - 20

Holidays

Thanksgiving

Christmas

New Years

Labor Day

July 4th

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
3 Yd.	The Hub	2	Mon., Th.
3 Yd.	Vass & Nelson Aaprtment	2	Mon., Th.
3 Yd.	Greenwell Corp. Apts.	2	Mon., Th.
3 Yd.	Firehouse	2	Mon., Th.
3 Yd.	St. Peters Church	2	Mon., Th.
3 Yd.	Leonardtwn Elementary	6	Mon. - Sat.
2- 3 Yd.	Waring Apartments	2	Mon., Th.
3 Yd.	Bell Motor Co. (Used Cars)	2	Mon., Th.
3 Yd.	Father Andrew White	6	Mon. - Sat.
3 Yd.	St. Mary's Academy	2	Mon., Th.
3 Yd.	Board of Education	2	Mon., Th.
3 Yd.	Governmental Center	4	Mon., Th., Wed.
3 Yd.	St. Mary's Nursing Home	6	Mon. - Sat.
3 Yd.	Hospital Workshop	2	Mon., Th.
3 Yd.	Kluh Apartments	2	Mon., Th.
3 Yd.	Exxon	2	Mon., Th.
3 Yd.	Highs	6	Mon.-Sat.
3 Yd.	Texaco	2	Mon., Th.
3 Yd.	Southern Maryland Supply	2	Mon., Th.
3 Yd.	Gulf Station	2	Mon., Th.
3 Yd.	Father Andrew White Con.	2	Mon., Th.
3 Yd.	Breton View Apartments	2	Mon., Th.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
4 Yd.	Leonardtwn Supermarket	6	Mon. - Sat.
4 Yd.	Longobardi Building	2	Mon., Th.
4 Yd.	Armory	2	Mon., Th.
4 Yd.	SMECO	2	Mon., Th.
4- 4 Yd.	St. Mary's Hospital	6	Mon. - Sat.
4 Yd.	True Value	6	Mon. - Sat.
4 Yd.	Hardees	6	Mon. - Sat.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
6 Yd. + Box	Mattingly's I.G.A.	6	Mon. - Sat.

Total Number of Dumpsters

2 YD - 12 3 YD - 53 4 YD - 37 6 YD - 1

There are 323 residential pick-ups with pick-ups being on Tuesday and Friday.

Total Number of Pickups

Tuesday and Friday - 354

Monday - 75

Wednesday - 17

Thursday - 71

Saturday - 20

Holidays

Thanksgiving

Christmas

New Years

Labor Day

July 4th

PROPOSAL SUBMITTED TO Commissioners of Leonardtown	PHONE (301) 475-9791	DATE October 27, 1963
STREET Courthouse Drive	JOB NAME Garbage Collection	
CITY, STATE AND ZIP CODE Leonardtown, MD 20650	JOB LOCATION Town of Leonardtown	
ARCHITECT	DATE OF PLANS	JOB PHONE (301) 475-9800

We hereby submit specifications and estimates for:

For collection of garbage in the town of Leonardtown as per the attached listing, including all residential for the sum of \$85,000.00 per year.

Maximum insurance available

\$3,000,000.00 Bodily

\$500,000.00 Combined single limit.

Cost \$3,777.00

Bid for your Ford truck serial #60UVGK0134 and dumpster per attached listing.

\$40,000.00

15 to 20 to complete transaction.

Mr. Pranger hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified & work to be completed in a workmanlike manner according to standard practices and accepted specifications. Any change orders or specifications involving extra costs will be prepared only upon written orders and will become an extra charge over and above the estimate. All agreements, conditions, terms, conditions or delays beyond our control. Come to complete contract and other necessary insurance. Our works are fully covered by workers compensation liability.

Authorized Signature

William J. Rose

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above stated specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. To make any change see above.

Signature _____

Signature _____

Date of Acceptance _____

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY: Waller Excess, Inc. P. O. Box 39 Fallston, Md. 21047	COMPANIES AFFORDING COVERAGES COMPANY LETTER A Empire Indemnity Ins. Co. COMPANY LETTER B Chicago Ins. Co. COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED: Walter Wise & Patricia Wise T/A Disposal Service 620 Breton Bay Drive Leonardtown, Md. 20650	


This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	GLA 35 79 08	12/1/84	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				PERSONAL INJURY		\$
			BODILY INJURY (EACH ACCIDENT)	\$		
			PROPERTY DAMAGE	\$		
			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$		
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	HC 2955J	12/1/84	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
				STATUTORY	\$	(EACH ACCIDENT)
WORKERS' COMPENSATION and EMPLOYERS' LIABILITY						
OTHER						

DESCRIPTION OF SPREADS, TRAILERS AND VEHICLES:
 Garbage and refuse collector, No "Dump" or Disposal Site
 Additional Insured endorsement GL2009 applies as attached.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 Commissioners of Leonardtown
 Court House Drive
 Leonardtown, Md. 20650

DATE ISSUED: 11/29/83

 AUTHORIZED REPRESENTATIVE

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION

VEHICLE IDENTIFICATION NO. R80UVGK0134	YEAR 80	MAKE FORD	BODY STYLE TK	CLASS EPO	ODOMETER 150	TITLE NUMBER 947 28 31
EXCEPT. N/A	CHASSIS WT. N/A	GROSS WT. N/A	FEE (TAGS) GGR	INSPECTION DATE N/A	DATE ISSUED 10/09/80	
OWNER'S SOUNDDEX/DRIVER LICENSE NO. Z-975-000-416-856			CO-OWNER'S SOUNDDEX/DRIVER LICENSE NO.			

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

COMMISSIONERS OF LEONARDTOWN
COURT HOUSE DR P O BOX 1
LEONARDTOWN STM MD 20653

CONTROL NO.
(THIS IS NOT A TITLE NO.)

E7818376

E7818376

CERTIFICATE OF TITLE FOR A VEHICLE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON. PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID-VEHICLE. I, FURTHER CERTIFY THAT THE VEHICLE IS ONLY SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON.

THE ADMINISTRATION WILL NOT BE RESPONSIBLE FOR FALSE OR FRAUDULENT ODOMETER STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING BY THE ADMINISTRATION.

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES

LIEN RELEASE

NAME AND ADDRESS OF FIRST SECURED PARTY

MVA USE ONLY

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

Wm T. Baird
ADMINISTRATOR OF MOTOR VEHICLES

VR-9 (6-78)

SEE REVERSE SIDE FOR INFORMATION CONCERNING THIS TITLE

IMPORTANT NOTICE

This certificate is transferable only when recorded and filed with the Motor Vehicle Administration and is valid only while the vehicle described on this form is owned by the individual, firm or corporation named therein. It is subject to the provisions of the Motor Vehicle Administration Act, Title 21, § 2-101. All other vehicles, title fee is \$2.00. A 5% Excise Tax is payable based on the purchase price or the new retail price of the vehicle, whichever is higher. If a vehicle is more than 7 model years old or older, excise tax is based on purchase price or a minimum of \$100.00, whichever is higher. No Maryland Certificate of Title will be issued until all previous interests of liens filed with the Motor Vehicle Administration have been officially released on the face. However, this vehicle may be subject to liens or encumbrances not filed with the Motor Vehicle Administration. IF THIS IS A DUPLICATE TITLE, IT MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE. MARYLAND DEPARTMENT OF TRANSPORTATION - 6601 HUTCHIE HIGHWAY, N.E. - GLEN BURNIE, MARYLAND 21082

ASSIGNMENT OF OWNERSHIP AND/OR BILL OF SALE

In consideration of the sum of \$ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) Walter Ulica

Address of Purchaser(s) P.O. Box 666, Lewistown, MD 20636

(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

FEDERAL AND STATE REGULATIONS REQUIRE YOU TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP.

I certify to the best of my knowledge that the odometer reading is and reflects the actual mileage of the vehicle unless one of the following statements is checked:

1. The amount of mileage stated is in excess of 99,999 miles or
 2. The odometer reading is not the actual mileage.

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

Signature(s) of Seller(s) Robert P. Johnson (LS)

This _____ Day of _____ 19 _____

WARNING - DO NOT SIGN UNTIL ALL INFORMATION ABOVE HAS BEEN FILLED IN

MARYLAND DEALER'S RE-ASSIGNMENT AND/OR BILL OF SALE

In consideration of the sum of \$ _____ receipt of which is hereby acknowledged, I/we sell, assign or transfer to:

Name(s) of Purchaser(s) _____

Address of Purchaser(s) _____

(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

the vehicle described hereon and warrant title to said vehicle and state that at the time of delivery the same is subject to the security interest(s) stated on the face of this certificate, if any, and none other.

FEDERAL AND STATE REGULATIONS REQUIRE YOU TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP.

I certify to the best of my knowledge that the odometer reading is and reflects the actual mileage of the vehicle unless one of the following statements is checked:

1. The amount of mileage stated is in excess of 99,999 miles or
 2. The odometer reading is not the actual mileage.

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY _____ ADDRESS OF SECURED PARTY _____

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

This _____ Day of _____ 19 _____

SELLING PRICE	\$
GROSS TAX COLLECTED	\$
1.2% FEE ALLOWED	\$
NET TAX REMITTED	\$

NAME OF DEALERSHIP _____ DEALER'S NO. _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF DEALER _____

APPLICATION FOR TITLE AND/OR REGISTRATION

I/we hereby make application for (Check applicable block) New Title and Tags New Title and Transfer of Tags New Title Only No Tags IF MOTORCYCLE, LIST ENGINE NUMBER BELOW.

Full Name of Purchaser _____

Full Name of Co-Purchaser _____

Give Maryland Driver's License Number and Date of Birth. If you do not have a Driver's License, give Date of Birth.

PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH	CO-PURCHASER'S DRIVER LICENSE NUMBER	DATE OF BIRTH

Home Address of Purchaser(s) _____

(STREET ADDRESS) (CITY OR TOWN) (COUNTY) (STATE) (ZIP CODE)

I/we hereby state that the manufacturer's identification number shown on the face hereof agrees with the number plate on the vehicle. I/we further state that this vehicle is subject to the following liens or encumbrances and none other:

IF NOT SUBJECT TO A LIEN, INDICATE "NONE" \$ _____

FULL PURCHASE PRICE OF THIS VEHICLE IS

AMOUNT OF LIEN	DATE OF LIEN	KIND OF LIEN (DESCRIBE)

NAME OF SECURED PARTY _____ ADDRESS OF SECURED PARTY _____

IF YOU ARE TRANSFERRING TAGS FROM A VEHICLE THAT YOU SOLD TO THIS VEHICLE, GIVE FOLLOWING	CLASS OF VEHICLE	TAG NUMBER	VALIDATION STICKER NUMBER (IF APPLICABLE)

NAME OF PERSON TO WHOM YOU SOLD THE OLD VEHICLE _____ ADDRESS _____

CERTIFICATION OF INSURANCE

NAME OF INSURANCE COMPANY (COPY FROM YOUR POLICY) _____

POLICY OR BINDER NUMBER _____ NAME OF INSURANCE AGENT OR BROKER _____

NOTARY NOT REQUIRED

I/we certify, under penalty of law, that the statements made herein are true and correct to the best of my/our knowledge, information and belief.

Witness My/Our Hand(s) And Seal

Signature(s) of Purchaser(s) _____ (LS)

This _____ Day of _____ 19 _____

WAS SIGNED BY OWNER'S OFFICE OR CORPORATION OR PARTNER IN PARTNERSHIP

TAG NUMBER ASSIGNED BY MVA

TITLE NUMBER ASSIGNED BY MVA



MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

INTERNATIONAL DEPARTMENT
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201
(301) 237-5304

DATE Nov. 2, 1983

CABLE ADDRESS "MERSAFE"

IRREVOCABLE LETTER OF CREDIT

COMMISSIONERS OF LEONARDTOWN, MARYLAND
Leonardtown, Maryland 20650

NUMBER -8932
EXPIRATION Nov. 2, 1984

Gentlemen:

We hereby authorize you to draw on MERCANTILE-SAFE DEPOSIT & TRUST COMPANY, BALTIMORE, MARYLAND 21201 for account of Walter Wise, T/A Disposal Service, P. O. Box 26, Leonardtown, Maryland 20650 up to the aggregate amount of \$ 25,000.00 Twenty-five thousand and 00/100 dollars

available by your drafts at sight.

Accompanied by the following:

Your signed statement that Walter Wise, trading as Disposal Service has failed to perform his duties and obligations under a Municipal Franchise granted by Commissioners of Leonardtown, Maryland to collect garbage.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee

This Letter of Credit is not transferable or assignable without written consent of MERCANTILE-SAFE DEPOSIT & TRUST CO

Each draft drawn must state "Drawn under MERCANTILE-SAFE DEPOSIT & TRUST CO Letter of Credit No. 8932 dated November 2, 1983."

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

[Signature]
John Talbot II, Vice President
[Signature]
Kenneth A. Bourne, Jr. Senior Vice Pres.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1974 Revision) International Chamber of Commerce Brochure No. 290

R. Laine

<u>Pick-Up Stops - No Dumpsters.</u>	<u>No Of Pick-Ups Per Week</u>	<u>Schedule</u>
Dr. Boyd	2	Mon., Th.
Brinsfield F.H.	2	Mon., Th.
Dr. Pierce	2	Mon., Th.
Camiliar House (2 1/2 DUMPSTER 11-1-83 65.00)	2	Mon., Th.
Town Florist	2	Mon., Th.
Post Office	2	Mon., Th.
Caldwell Apartments	2	Mon., Th.
O'Brien Apartments	2	Mon., Th.
Richard Lepper	2	Mon., Th.

Commercial Pick-Up Sites Broken Down by Dumpster Size. Pick-Up Sites Do No Correspond With Number of Customers --- Many Are Shared.

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
2 Yd.	First National Bank	2	Mon., Th.
2 Yd.	Theatre & Liquor Store	2	Mon., Th.
2 Yd.	Mattingly Funeral Home	2	Tues., Fri.
2 Yd.	Knights of Columbus	2	Tues., Fri.
2 Yd.	Miedzinski Apartments	1	Monday
2 Yd.	Maryland National Bank	2	Mon., Th.
2 Yd.	St. Paul's Church	2	Mon., Th.
3yd - 2 Yd.	Fashion Center	2	Mon., Th.
3yd - 2 Yd.	Western Auto	2	Mon., Th.
2 Yd.	Comb's Apartments	2	Mon., Th.
2 Yd.	Hardees	6	Mon. - Sat.
2 Yd.	Dukes	2	Wed., Sat.
3 Yd.	CATV Head In Site	1	Monday

<u>Dumpster Size</u>	<u>Pick-Up Site</u>	<u>No. Of Pick-Ups Per Week</u>	<u>Schedule</u>
3 Yd.	Leonardtwn Commissioners	2	Mon., Th.
2- 3 Yd.	Bell Motor Co. (New Cars)	2	Mon, Th.
3 Yd. + Box	Pharmacy	6	Mon.-Sat
3 Yd.	Fenwick Ford	3	Mon, W., Th.
3 Yd.	Sis's Hideaway Bar	3	Mon., W., Th.
3 Yd.	Alex Bar	3	Mon., W., Th.
3 Yd.	Park Avenue	3	Mon., W., Th.
3 Yd.	Clark's Bar	2	Mon., Th.
3yd - 3 Yd.	Patrician Apartments	2	Mon., Th.
3 Yd.	Thrift Oil	2	Mon., Th.
3 Yd.	Leonardtwn Wharf	2	Mon., Th.
3 Yd.	St. Mary's Ice & Fuel	2	Mon., Th.
3 Yd..	Sherifis DEpartment	3	Mon., Th., Sat.
3 Yd.	Court House	3	Mon., Th., Sat.
3 Yd.	Health DEpartment	3	Mon., Th., Sat.
3 Yd.	Library	2	Mon., Th.
3 Yd.	Social Services	2	Mon., Th.
3 Yd.	Printing Press	2	Mon., Th.
3 Yd.	Leonardtwn Supermarket	6	Mon.-Sat.
3- 3 Yd.	Parking Lot	6	Mon.-Sat.
3 Yd.	Laundry-Cleaners	3	Mon., Th., Sat.
3 Yd.	Telephone Business Office	3	Mon., Th., Sat.
3 Yd.	Pargas	2	Mon., Th.
3 Yd.	Wood's Paint Store	2	Mon., Th.
2 X Yd. + Box	Ben Franklin	2 (3 pickups)	Mon., Th.
3 Yd.	Raley's	2	Mon., Th.