



WATER-RIGHT DOCKET

Antietam National Battlefield

Docket No: 1

WELLS

State Water Rights Documentation

05-14-1962: letter re: publication of notice; 1962

Antietam National Battlefield Site
Sharpsburg, Maryland

05039
L54

May 14, 1962

Department of Geology, Mines and Water Resources
Room 102 Latrobe Hall
The Johns Hopkins University
Baltimore 18, Maryland

Gentlemen:

We submitted to you during the latter part of April 1962 an application for permission to use water from a new well on the Antietam Battlefield at Sharpsburg, Maryland.

We have had the "Notice" published twice, once in the April 27 issue of the Hagerstown Daily Mail and once in the May 4 issue of the same newspaper. Copies of these issues are enclosed and the "Notices" are circled in red.

We have also complied with the requirement to notify the local governing body, in this instance the Washington County Commissioners, of our desire to use water from the well. The return receipt of their notification is enclosed.

To our best knowledge we have complied with all requirements regarding the application. The hearing is set for May 28, 1962. We will await that date, trusting no one will object to our using the water from our well.

Very truly yours,

Benjamin H. Davis

Benjamin H. Davis
Superintendent

Enclosures

Copy to: Regional Director, Region Five, NPS
Chief, EDCO

OPERATIONS	
Asst. Dir.	
Chief of Water	
Land	
Programs	
Technical	
Regional	
Land Arch.	

THE DAILY MATT

Hagerstown, Maryland

May 4, 1962

Notices

NOTICE
APPLICATION FOR PERMIT TO
APPROPRIATE AND TAKE
GROUND WATER

In compliance with the provisions of Chapter 526, Acts of 1933, United States of America has made application for a permit to use a minimum of 100 gallons, a maximum of 14,000 gallons, and an average of 2,300 gallons of water daily during 12 months of the year from 1 well, having a diameter of 6 inches and depth of about 300 feet, located on the premises of the applicant at the former Soleiman Farm 200' SE of New York Monument on Antietam NBS 1 mile N of Sharpsburg, Md.

The water will be used for the following purposes: sanitary, fire protection, irrigation.

A public hearing on this application will be held at the Department of Geology, Mines and Water Resources, Room 102 Latrobe Hall, The Johns Hopkins University, Baltimore 18, Md. at 11:00 a.m. on Monday, May 28, 1962.

Objections to the granting of this permit may be presented orally or in writing at this hearing.

DEPARTMENT OF GEOLOGY, MINES
AND WATER RESOURCES

Benjamin H. Davis, Superintendent
Antietam National Battlefield Site
Sharpsburg, Maryland

Form 4

COPY

46027

STATE OF MARYLAND
DEPARTMENT OF GEOLOGY, MINES AND WATER RESOURCES
The Johns Hopkins University
BALTIMORE 18, MARYLAND

APPLICATION FOR PERMIT TO DRILL WELL

An application must be submitted and permit received before drilling a well

Owner Dept. of Interior Driller Austin R. Keyser, Inc.
Street or R. F. D. Antietam National Battlefield Street or R. F. D.
Post Office Sharpsburg, Md. Post Office Rt. 7
Date Jan 23, 1962

Quantity of Water Needed (G. P. M.) 10
Use for Water Exploratory Well
Approximate Depth of Well (feet) 250
Method of Drilling to be used Rotary

Location of Well
County Washington
Nearest Town Sharpsburg
Distance from Town 1 1/2 mi
Direction from Town N

Description of Location of Well
(This information should be definite enough to permit locating well on a county map)

Near what road Md. 65
On which side of road E
(North, East, South, West)
Distance from road

Draw a sketch below showing location of well in relation to nearby towns, roads and streams with north in the direction of the arrow, and give distance from well to nearest road junction or stream crossing shown on the sketch.

PERMIT TO DRILL WELL

(Permit to be returned to Driller)

NOT TO BE FILLED IN BY DRILLER

Permit No. 46027

Samples of Cuttings Yes
Required by Department No

Owner Requires Permit Yes
to Appropriate Water No

Owner Has Permit Yes
to Appropriate Water No

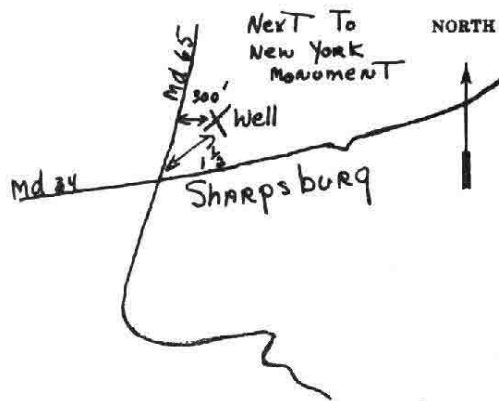
The applicant is herewith granted a permit to drill this well subject to the conditions stipulated.

s/ Joseph Singwald Jr.
Director

Date February 2, 1962

Special conditions that may apply:

Expost facto permit



(ORIGINAL) Well is on the battlefield

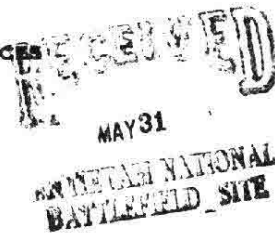
STATE OF MARYLAND
BOARD OF NATURAL RESOURCES



JOSEPH T. SINGEWALD, JR.
DIRECTOR

TELEPHONE: BELMONT 3-0771

DEPARTMENT OF GEOLOGY, MINES AND WATER RESOURCES
102 LATROBE HALL, THE JOHNS HOPKINS UNIVERSITY
BALTIMORE 18, MARYLAND



PERMIT TO APPROPRIATE AND TAKE GROUND WATER

AND NOW, to wit, May 28, 1962 the application of Benjamin H. Davis, Superintendent, Antietam National Battlefield Site, Sharpsburg, Washington County, Maryland, hereinafter referred to as "Applicant", having come on for public hearing before the Department of Geology, Mines and Water Resources of the State of Maryland, hereinafter referred to as "Department", after due notice in compliance with Chapter 526, Acts of 1933, permission is hereby granted the Applicant to take and use an average of 3,500 gallons of water daily and not to exceed 14,000 gallons in any one day during the 12 months of the year from one well, having a diameter of six inches and depth of 300 feet drilled under Permit 46027, located approximately 200 feet southeast of the New York Monument on the Antietam National Battlefield Site, said location being approximately 1-1/2 miles north of Maryland Route 34 and 300 feet east of Maryland Route 64, approximately 1-1/2 miles north of Sharpsburg, Washington County, Maryland, for the purposes of fire protection, irrigation and sanitary uses.

The Permit is limited to the taking and use of the quantities of water herein specified from the well herein described on the described premises and to the purposes herein described. This Permit is further subject to all rules and regulations now in effect or that may be subsequently adopted by the Department and may be revoked at any time that it may be at variance with the policy and the laws of the State, or that the Applicant may fail to comply with the provisions of the Permit.

This Permit is valid only for use by the Applicant and may be transferred to another only upon written permission obtained beforehand from the Department.

In Witness Whereof, the Department has hereunto caused to be attached the signature of this duly authorized officer, the 28th day of May 1962.

Joseph T. Singewald, Jr.
Director

NOTICE TO HOLDERS OF PERMITS
TO
USE AND APPROPRIATE GROUND WATER

The attached permit is valid only so long as the owner complies with Maryland laws and rules and regulations of the Department in the drilling and maintenance of the wells from which the water is taken and complies with the quantities of water allowed in his permit.

Attention is directed to the following sections of the 1945 law:

Section 27: Owners of wells shall maintain wells in accordance with the rules and regulations of the Department. The owner of a well shall upon abandonment of any existing well or test hole so notify the Department and shall effectively seal and fill such wells and test holes in accordance with the rules and regulations of said Department.

Section 28: No owner of a well, whether a pumping well or a flowing well, shall discharge from the well or permit the discharge from the well of water that is allowed to run to waste and not put to useful service.

(1). The regulations for the drilling and maintenance of wells are essentially that the casing shall be maintained in good condition and be so placed as to protect the aquifer from which the water is being obtained against leakage and ingress of water from other aquifers penetrated by the well or from the surface and to protect other aquifers against leakage and ingress of water from the well. Specific regulations for the drilling and completion of the well are:

DRILLING WATER TABLE WELLS

A. Completed in Coastal Plain formations or in Weathered Rock.

The well shall be drilled at least two inches in diameter larger than the casing to be set in the well. The casing shall extend to a depth at least as great as the pumping water level in the well. The annular space outside the casing shall be entirely filled with neat cement forced in under pressure from the bottom of the well upward, the casing to be properly set and held in the center of the hole so that it will be entirely surrounded by the cement grout. The casing and grouting shall be continuously maintained so as to protect the ground water from contamination.

B. Completed in Hard Fresh Rock.

The well shall be drilled at least two inches in diameter larger than the casing to be set to the fresh hard rock. The casing shall extend at least to the fresh hard rock into which it shall be set and sealed and cemented. The annular space outside the casing shall be entirely filled with neat cement forced in under pressure from the bottom of the well upward, the casing to be properly set and held

- 2 -

in the center of the hole so that it will be entirely surrounded by the cement grout. The casing and grouting shall be continuously maintained so as to protect the ground water from contamination.

DRILLING ARTESIAN WELLS

The well shall be drilled at least two inches in diameter larger than the casing to be set. The casing shall extend in depth at least to the top of the water-bearing bed from which the water is to be obtained. The annular space outside the casing shall be entirely filled with neat cement forced in under pressure from the bottom of the well upward, the casing to be properly set and held in the center of the hole so that it will be entirely surrounded by the cement grout. The casing and grouting shall be continuously maintained so as to protect the ground water from contamination and to prevent its mingling or mixing with the waters from higher aquifers.

(2). The regulations for filling and sealing and for abandoning wells are:

FILLING AND SEALING ABANDONED WELLS

A. Wells Not More Than 300 Feet Deep.

The well shall be completely filled with a thick clay slurry, cement, or other non-porous material that may be approved by the Commission. When the well has been thus filled and sealed, the owner shall file with the Commission a certified statement that the well has been abandoned and describing the manner in which it has been filled and sealed.

B. Wells More Than 300 Feet Deep.

The well shall be completely filled with neat cement or other non-porous material that may be approved by the Commission. When the well has been thus filled and sealed, the owner shall file with the Commission a certified statement that the well has been abandoned and describing the manner in which it has been filled and sealed.

(3). The regulations against the waste of water require that pumps shall be permitted to discharge only the quantities of water actually used and that flowing wells be capped in such manner as to prevent discharge of water not actually used.

Department of Geology, Mines and Water Resources

392

Recorded in Liber 378

Received for Record DECEMBER 18, 1961
 at 12:13 o'clock P. M.
 Receipt No. 191716.

THIS DEED, Made this 18th day of December A. D. 1961
 by HUGH C. SPIELMAN and HATTIE G. SPIELMAN, his wife, of
 Washington County, State of Maryland.

WITNESSETH: That for and in consideration of the sum
 of FIFTY THOUSAND (\$50,000.00) DOLLARS and other good and valu-
 able considerations, the receipt and sufficiency of which are
 hereby acknowledged, we, the said Hugh C. Spielman and Hattie
 G. Spielman, his wife, do hereby grant, bargain, sell and convey
 unto the UNITED STATES OF AMERICA and its assigns, in fee simple,
 all those two parcels of land, together with the improvements
 thereon and all the rights, ways, privileges, advantages and
 appurtenances thereunto belonging or in anywise appertaining,
 situate about one mile North of Sharpsburg, Washington County,
 Maryland, and more particularly described as follows:

PARCEL NO. 1: Beginning at a concrete monument planted
 at the end of 348.75 feet in the seventh or North 87 degrees West
 37½ perch line of the deed from Henry C. Mumma and wife to
 Rezin D. Fisher dated March 26, 1889, and recorded in Liber No.
 93, Folio 144, one of the Land Records of Washington County,
 and running thence along the division line now established South
 9 degrees 14 minutes East 559.74 feet to a concrete monument,
 thence South 25 degrees 05 minutes East 1265.42 feet to intersect
 the third line of said deed, thence reversing said line South
 32 degrees 22 minutes West 37.26 feet to the corner of the
 stone fence, thence South 51 degrees 02 minutes East 71.77 feet
 to a post, thence along the existing fence line South 23 degrees
 55 minutes West 622.17 feet to a post, thence South 24 degrees
 29 minutes West 733.31 feet to a post, and South 24 degrees 04
 minutes West 517.93 feet to a post in the North margin of Bloody
 Lane, thence along the margin thereof South 83 degrees 46 minutes
 West 245.62 feet, and South 82 degrees 26 minutes West 502.46
 feet to the East margin of a fourteen foot private roadway,
 thence continuing along the margin of Bloody Lane and crossing
 said roadway 14 feet, thence along the margin of Bloody Lane
 South 83 degrees 22 minutes West 476.51 feet to the East
 marginal line of the Hagerstown-Sharpsburg highway, thence
 along said marginal line North 7 degrees 01 minute 30 seconds
 West 521.8 feet, thence by a curve to the left having a radius
 of 2904.79 feet for a distance of 400.94 feet, the chord being
 North 10 degrees 56 minutes 45 seconds West 400.62 feet, and
 North 14 degrees 56 minutes West 308.24 feet, thence leaving the
 Highway and running back therefrom binding on the lands of the
 State of Maryland North 62 degrees 51 minutes East 184.33 feet to
 the lands of The United States of America, thence binding thereon
 South 66 degrees 00 minutes East 220.13 feet to a concrete corner
 post, thence North 23 degrees 28 minutes East 452.45 feet to a
 concrete corner post, thence North 53 degrees 28 minutes West
 647.67 feet into the center of the Smoketown Road, thence along
 or near the center thereof North 38 degrees 40 minutes East
 955.75 feet to a point in the center of a road leading to
 Mumma's Graveyard, thence continuing along the center of
 Smoketown Road North 38 degrees 40 minutes East 1001.25 feet,
 and North 21 degrees 24 minutes East 108.72 feet, thence leaving
 the road and running North 89 degrees 55 minutes East 270.0
 feet to the place of beginning; containing 113.8 acres of land,
 more or less, but subject to such outstanding rights of third
 Attached to and made a part of The Security Title Guarantee Corporation of
 Baltimore Owners Title Guarantee (Insurance) Policy No. 35403.

persons as there may be in and to the following two areas or tracts of land:

Tract A: An area comprising Mumma's Graveyard described as follows: Beginning at a point where the center line of Smoketown Road intersects the northerly side of an intersecting road leading to Mumma's Graveyard, thence running South 60 degrees 38 minutes East 495.77 feet, thence North 29 degrees 52 minutes East 379 feet, thence South 60 degrees 08 minutes East 165.75 feet, thence South 29 degrees 52 minutes West 165.75 feet, thence North 60 degrees 08 minutes West 149.25 feet, thence South 29 degrees 52 minutes West 213.11 feet, thence North 60 degrees 38 minutes West 512.27 feet to a point in the center line of Smoketown Road, thence continuing northerly along the center line of Smoketown Road to the point of beginning.

Tract B: A private roadway area described as follows: Beginning at a point on the north margin of Bloody Lane which is distant along the north margin of Bloody Lane North 63 degrees 22 minutes East 478.51 feet from the east margin of Hagerstown-Sharpsburg Highway, and which point is also on the west margin of the private roadway herein being described, thence along the west margin of the said road North 13 degrees 08 minutes East 935.0 feet to a point, thence crossing said road South 65 degrees 52 minutes East 14.26 feet, thence along the East margin of said road South 13 degrees 08 minutes West 927.35 feet to the North margin of Bloody Lane, thence along the North margin of Bloody Lane westerly to the point of beginning.

May 24, 1897

SAVING AND EXCEPTING from the above, two parcels of land heretofore conveyed to the United States of America: (1) By the State of Vermont by deed dated November 7, 1905, and recorded in Liber No. 107, folio 189; and (2) By the State of Connecticut by deed dated February 18, 1903, and recorded in Liber No. 101, folio 443, of the aforesaid Land Records of Washington County, Maryland.

January 16, 1894

AND BEING a portion of Parcel No. 1, together with all of Parcel No. 2 of the deed from Walter L. Snyder, Mortgagee, to the said Hugh C. Spielman and Mattie G. Spielman, his wife, dated October 15, 1924, and recorded in Liber No. 169, folio 670, of the said Land Records of Washington County, Maryland.

PARCEL NO. 2: Beginning at a planted stone at the end of the sixth line of the deed from Henry C. Mumma and wife to Rezin D. Fisher dated March 26, 1889, and recorded in Liber No. 93, folio 144, one of the Land Records of Washington County, and running thence with a portion of the seventh line of said deed South 49 degrees 55 minutes West 348.75 feet to a concrete monument, thence along the division line now established South 6 degrees 14 minutes East 559.74 feet to a concrete monument, thence South 25 degrees 05 minutes East 1265.42 feet to intersect the third line of the aforesaid deed, thence along the existing fence lines North 32 degrees 22 minutes East 1589.8 feet to a walnut tree, thence North 25 degrees 24 minutes East 110.04 feet to a cherry tree, thence North 7 degrees 25 minutes West 226.2 feet to an elm tree, thence North 88 degrees 22 minutes 24 " West 1147.06 feet to the place of beginning;

Attached to and made a part of The Security Title Guarantee Corporation of Baltimore Owners Title Guarantee (Insurance) Policy No. 35403

containing 34.32 acres of land, more or less.

AND BEING a portion of Parcel No. 1 of the deed from Walter H. Snyder, Mortgagee, to the said Hugh C. Spielman and Hattie G. Spielman, his wife, by deed dated October 15, 1924, and recorded in Liber No. 169, folio 670, of the said Land Records of Washington County, Maryland.

AND WE, the said Hugh C. Spielman and Hattie G. Spielman, his wife, do hereby covenant that we will warrant generally the property hereby conveyed; and that we will execute such other and further assurances as may be requisite.

WITNESS our hands and seals.

WITNESS:

Betty Baker

Hugh C. Spielman
Hugh C. Spielman

Hattie G. Spielman
Hattie G. Spielman

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18th day of December A. D. 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Hugh C. Spielman and Hattie G. Spielman, his wife, and acknowledged the foregoing instrument to be their respective act and deed.

WITNESS my hand and Official Notarial Seal.

My commission expires
May 6, 1963

Betty Baker
Notary Public

Attached to and made a part of The Security Title Guarantee Corporation of Baltimore Owners Title Guarantee (Insurance) Policy No. 35403.

PUMPING TEST AT ANTIETAM VISITOR CENTER WELLJanuary 31 - February 1, 1962Submersible Pump Set at 250 Feet

<u>TIME</u>		<u>GALLONS PER MINUTE</u>	<u>DEPTH TO WATER LEVEL</u> <u>(FEET)</u>
1/31/62	8:30 a.m.	30	82
	9:00	20	182
	9:30	19	210
	10:00	19	228
	10:30	18	236
	11:00	13	239
	11:30	13	240
	12:00 noon	11	241
	12:30 p.m.	11	242
	1:00	10	242
	1:30	10	242
	2:00	9	242
	2:30	9	242
	3:00	9	242
	3:30	8	242
	4:00	8	242
	4:30	8	242
	5:00	8	242
	5:30	8	242
	6:00	8	242
	6:30	8	242
	7:00	8	242
	7:30	8	242
	8:00	8	242
	8:30	8	242
	9:00	8	242
	9:30	8	242
	10:00	8	242
	10:30	8	242
	11:00	8	242
	11:30	8	242
1/31/62	12:00 midnight	8	242
2/1/62	12:30 a.m.	8	242
	1:00	8	242
	1:30	8	242
	2:00	8	242
	2:30	8	242
	3:00	8	242
	3:30	7.5	243
	4:00	7.5	243
	4:30	7.5	243

PUMPING TEST AT ANTISTAN VISITOR CENTER WELLJanuary 31 - February 1, 1962Submersible Pump Set at 250 Feet

<u>TIME</u>		<u>GALLONS PER MINUTE</u>	<u>DEPTH TO WATER LEVEL</u> <u>(FEET)</u>
2/1/62	5:00 a.m.	7.5	243
	5:30	7.5	243
	6:00	7.5	243
	6:30	7.5	243
	7:00	7.5	243
	7:30	7.5	244
	8:00	7.5	244
2/1/62	8:30	7.5	244

Total Gallonage (Meter)

End of Test	14,896
Start of Test	1,400

Total Gallons Pumped	13,496
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L54

Region Five
421 Walnut Street
Philadelphia 6, Pa.

August 19, 1958

Memorandum

To: Director

From: Regional Director

Subject: Acquisition of Water Rights, Antietam National Battlefield Site

We are attaching a copy of Superintendent Doust's memorandum of July 22 together with a copy of his table of water readings from the Spielman Farm spring near the site of the proposed Visitor Center.

Spring flow varied from 8.5 to 23 gallons per minute, or roughly from 500 to 1400 gallons per hour. As you know, the area is experiencing an extremely wet season which tends to minimize the value of this data.

(Sgd.) Daniel J. Tobin

Daniel J. Tobin
Regional Director

In duplicate

Attachments

Copy to: Supt., Antietam NBS
Chief, EODC w/attachments

In reply refer to:

L54

Antietam National Battlefield Site
Sharpsburg, Maryland

July 22, 1958

Memorandum

To: Regional Director, Region Five
From: Superintendent, Antietam NBS
Subject: Acquisition of Water Rights

We are submitting readings for 14 days in July of the amount of water flow from the spring on the Spielman Farm.

All observable, controllable water, identified as a "spring", was channeled through a trough, from which readings were taken by stop watch in the mornings and afternoons of the dates given. Several readings were taken at each testing operation. The basic unit of measurement is expressed as five gallons' flow in seconds to the first place. Readings varied from one to four tenths of a second during several repeated tests, by stop watch. Readings listed are an average of each series of tests.

In contrast to the record local drought of the 1957 calendar year, the rainfall of the 1958 calendar year promises to set a new local record for a wet year. Almost as much water has fallen in this year to date, as the average local annual rainfall for the past thirty years or so. This abnormal condition should be considered in using readings to project a long-term future water potential. Local people state that this spring runs rather consistently about 300 gallons per hour in a drought year.

Harry W. Doust
Superintendent

WATER READINGS - MUMMA SPRING

July 4	AM PM	5 gals "	35.1 35.3	seconds "	At 4:30 P.M., cloudburst in the Sharpsburg area. Three inches of rain in four hours. Flood conditions in Sharpsburg.
July 5	AM PM	" "	19.0 19.4	" "	Spring flow reacts to surface water
July 6	AM PM	" "	22.0 21.5	" "	Rain in the afternoon
July 7	AM PM	" "	20.3 20.4	" "	Light rain in the afternoon
July 8	AM PM	" "	20.2 20.1	" "	Intermittent showers
July 9	AM PM	" "	20.2 20.3	" "	Intermittent showers
July 10	AM PM	" "	24.1 24.7	" "	Intermittent showers
July 11	AM PM	" "	25.3 25.2	" "	Heavy rain in afternoon including Hagerstown area
July 12	AM PM	" "	13.2 13.6	" "	Spring seems to react more to surface water to north than south
July 13	AM PM	" "	14.3 14.8	" "	Intermittent drizzly showers at night
July 14	AM PM	" "	15.0 15.0	" "	Intermittent drizzly showers at night
July 15	AM PM	" "	14.6 14.1	" "	Intermittent drizzly showers at night
July 16	AM PM	" "	13.3 13.2	" "	Intermittent drizzly showers at night

July 17	AM	5 gals	13.2 seconds	Intermittent drizzly showers at
	PM	"	13.0 "	night

Other Supporting Information



IN REPLY REFER TO:

L3031-NER(ORP)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NORTHEAST REGION
143 SOUTH THIRD STREET
PHILADELPHIA, PA. 19106
APR 24 1967

21 APR Rec'd

Sherris
ALS
ps

KETCHAM
file

Memorandum

To: Chief, Division of Land and Water Rights, WSC
From: Acting Assistant Regional Director, Operations,
Northeast Region
Subject: Jurisdiction over Antietam Creek

Superintendent Lessem, Antietam National Battlefield Site, has requested a determination of jurisdiction over Antietam Creek.

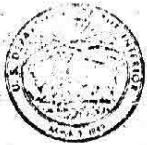
A copy of his memorandum, which is self-explanatory, is enclosed. Your assistance in ascertaining the jurisdiction of this stream as it pertains to Antietam is requested.

Nathan B. Golub

Nathan B. Golub

Enclosure

Handwritten signature/initials
Handwritten signature/initials



IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Antietam National Battlefield **SAER 18 1967**
Sharpsburg, Maryland 21782

April 17, 1967

L3031

Memorandum

To: Regional Director, Northeast Region

From: Superintendent, Antietam

Subject: Jurisdiction over Antietam Creek

All proposals for the development of the Potomac River Valley include a provision for access to Antietam National Battlefield Site. The Antietam Creek from the Burnside Bridge to the C & O Canal will no doubt serve as the corridor or link.

For this reason, I feel that the National Park Service should make a preliminary study to determine the jurisdiction over the Creek. At least one local resident claims that he has certain water rights which he acquired with the purchase of a tract formerly owned by a mill that operated years ago on the stream.

Harold I. Lessem
Harold I. Lessem

NORTHEAST REGION	
Mr. Tolson	
Mr. DeLoach	
Mr. Mohr	
Mr. Bishop	
Mr. Casper	
Mr. Callahan	
Mr. Conrad	
Mr. Felt	
Mr. Gale	
Mr. Rosen	
Mr. Sullivan	
Mr. Tavel	
Mr. Trotter	
Tele. Room	
Mr. Holmes	
Miss Gandy	

7/4/18

*Since the
action please
see what is right
done with this
request.*

Antietam

WR Copy

Mr. J. Carlisle Crouch
Regional Chief of Operations
Hydraulic Engineer

May 2, 1962

MAY 10 10 28 AM '62

Field Trip - Antietam - April 23 --- Washington - April 24

Monday - April 23

I left Philadelphia at 7:45 a.m. and arrived at Antietam N.B.S. at 12:30 p.m. Met Superintendent Davis and worked out data required for the Maryland Water Right application for our new well. He will have the notice of application advertised.

The plumbing contractor on the Visitor Center had submitted a quotation (thru the general contractor) for the well pump and connections for almost \$1,700. Since this is just about twice EDC's estimate, Superintendent Davis has requested the contractor to review his quotation. If it is not reduced we will contact another plumber.

I stopped at the Visitor Center site---construction is well along. Most of the walls of this building are up and the masons are putting up the field stone facing.

I left Antietam at 4:00 p.m. and arrived in the Washington, D. C. vicinity at 6 p.m.

Tuesday - April 24

I arrived at the Interior Building at 8:45 a.m. and met with Chief, Water Resources Branch, Dunn. We discussed my work in the Region, work of the Water Resources Branch in Washington and better co-ordination of work between us. Met Engineer Robertson and Geologist Berte' and was introduced to Chief of Lands Lee. In the afternoon, with Assistant Chief of Lands Sanders and Assistant Chief of Maintenance Lipscomb, we discussed the proposed connections fee to be paid the Harpers Ferry water system. They requested more information which will be supplied by the Region.

I left Washington at 7 p.m. and arrived in Philadelphia at 11 p.m.

Joseph J. Monkoski

cc: Mr. Crouch

ANTIETAM

10 R 10/6

RECEIVED
NATIONAL PARK SERVICE
WASHINGTON OFFICE

Region Five
443 South Third Street
Philadelphia 6, Pa.

APR 30 9 36 AM '62

L54

April 27, 1962

[Handwritten signature]

Mr. H. R. Felts
Chemist-in-charge
Quality of Water Laboratory
Rm. 117, Old Post Office Building
12th and Pennsylvania Avenue, N. W.
Washington 25, D. C.

Dear Mr. Felts:

In one of your telephone conversations with Hydraulic Engineer Monkoaki of this Office you discussed the method of reimbursement for services performed by the U. S. Geological Survey. We have been advised by our Washington Office that billings are no longer handled by them when the work is negotiated by Park Service field offices.

Accordingly, please submit your request for reimbursement for testing the Antietam well water to this address on Standard Form 1081.

Sincerely yours,

(Sgd.) Ronald F. Lee

Ronald F. Lee
Regional Director

Copy to: District Geologist Otton
Chief, Water Resources Branch, WASO
Administrative Division (Phila.)

NPS
U. S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

WATER RESOURCES DIVISION

Analyses by Geological Survey, United States Department of the Interior
(parts per million)

9-268 q

Laboratory Number.....	DC-1468					
Date of collection, Feb. 1, 1962						
Silica (SiO ₂).....	12					
Iron (Fe) 1/.....	.00					
Aluminum (Al) 1/.....	.2					
Manganese (Mn) 1/.....	.00					
Copper (Cu) 1/.....	.00					
Zinc (Zn) 1/.....	.5					
Calcium (Ca).....	69					
Magnesium (Mg).....	31					
Sodium (Na)..... Calc.	9.2					
Potassium (K).....						
Bicarbonate (HCO ₃).....	317					
Carbonate (CO ₃).....	0					
Sulfate (SO ₄).....	39					
Chloride (Cl).....	6.7					
Fluoride (F).....	.7					
Nitrate (NO ₃).....	9.2					
Phosphorus (as PO ₄).....	.04					
Dissolved solids						
Calculated.....						
Residue on evaporation at 180°C	339					
Hardness as CaCO ₃	300					
Noncarbonate hardness as CaCO ₃ ...	40					
Alkalinity as CaCO ₃	260					
Free Carbon Dioxide (CO ₂) (Calc.)	13					
Specific conductance						
(micromhos at 25°C).....	565					
pH.....	7.6					
Color.....	0					
1/ In solution at time of analysis						

DC-1468 - Drilled Well; 1 mi N of Sharpsburg, Washington Co., Md.; Depth: 300';
Diam: 6"; Cased to: 23'; Drilled: Jan. 1962; Ft. of Coll: top of well;
Owner: Antietam Nat'l Battlefield Site; Yield: 7.5 GM pump meas.;
App: Clear; Use: Ps, RR; Remarks: Location - Lat. 39°26'30" N;
Long. 77°44'40" W

WR 4/3
2/2

September 29, 1961

L54-CBL

Memorandum

To: Regional Director, Region Five
From: Chief, Water Resources Section
Subject: Test Well, Antietam

In the memorandum of September 11 to the Superintendent, Mr. Savage advised that funds for the test well are available under refundable Account 126.2. That account is to be reimbursed from Account 0343 (102.5) under your Work Order 5-WR-628, but Mr. Savage did not so indicate.

From past experience we have had with billings which do not show the ultimate account to which costs are to be charged, I suggest that any references to payments under Account 126.2 should also indicate the final account to which the charges is to be made, and the work order number.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Antietam
Chief, EGDC (2)
Accounts
~~Mr. Dunn~~

AvVDunn:1ct

WPCopy

Region Five
143 South Third Street
Philadelphia 6, Pa.

D5039

August 10, 1961

Wint

Memorandum

To: Superintendent, Antietam National Battlefield Site

From: Regional Director

Subject: Test Well - Antietam National Battlefield Site

Attached herewith are 31 copies of Standard Form 19, Invitation, Bid and Award, and related papers prepared in this Office for drilling of an exploratory well. *2 Dunn*

You will notice that we have inserted noon, eastern standard time, August 22 for the opening of bids. The cost of this well will be paid for by this Office from appropriation No. 1421033, Account 143.2.

Particular attention is invited to paragraph 3, page 1 of the construction provisions which states that the exact location will be designated by the representative of the National Park Service prior to the drilling of the well. In this connection the Eastern Office, Division of Design and Construction will provide a precise location sketch for setting his rig. Mr. Ross Sweeny discussed the location with District Geologist E. G. Otton and visualizes that the selected location may approximate 200 feet northeast of the location of first test well, as shown on the attached sheet dated May 4. *3. Abel*

Mr. Otton is of the opinion that there will be real competitive bidding by well drillers and that we should obtain a good bid. It is requested that as wide a circulation as possible be given to this invitation.

Regional Director

ANT 1

In duplicate

Attachments *1*

Copy to: Director, w/attachments ✓
Chief, EODC, w/attachment

W.R. Coffey

S P E C I F I C A T I O N S
F O R T E S T W E L L
ANTIETAM NATIONAL BATTLEFIELD SITE

Department of the Interior

INDEX

PAGES

STANDARD FORM 19

STANDARD FORM 19A

BID SCHEDULE

SPECIAL PROVISIONS

1 - 5

CONSTRUCTION PROVISIONS

1 - 4

STANDARD FORM 19 PRESCRIBED JANUARY 1959 GENERAL SERVICES ADMINISTRATION GENERAL REGULATION NO. 13 REV. 19-101	INVITATION, BID, AND AWARD (Construction, Alteration or Repair)	REFERENCE: (Include in correspondence) D30
INVITATION FOR BIDS		DATE ISSUED:
ISSUING OFFICE: Antietam National Battlefield Site Sharpsburg, Maryland		BID RECEIVING OFFICE: August 11, 1961 Antietam National Battlefield Site Sharpsburg, Maryland
INFORMATION REGARDING BIDDING MATERIAL MAY BE OBTAINED FROM THE ISSUING OFFICE		
SEALED BIDS in _____ covering work described in specifications, schedules, drawings and conditions entitled and dated as follows:		
duplicate Bid for Exploratory Well - Antietam NBS, Sharpsburg, Maryland		
will be received at the Bid Receiving Office until _____ (Time) _____ (Date) and then publicly opened.		
Noon, E.S.T. August 22, 1961		
Sealed envelopes containing bids shall be addressed to the Bid Receiving Office and shall be marked to show: Bidder's Name and Address; Reference _____; Time and Date of Opening: _____		
BID (This Section to be completed by Bidder)		DATE BID SUBMITTED:
The undersigned agrees, if this bid is accepted within _____ calendar days after date of opening, to complete all work specified in strict accordance with the above-identified documents and the General Provisions on the reverse hereof, within _____ calendar days after receipt of notice to proceed, for the following amount:		
10		
including all applicable Federal, State, and local taxes as itemized on the attached bid schedule		
BIDDER REPRESENTS: (Check appropriate boxes)		
1. That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of \$5,000,000.00 or less. (See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)		
2. That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in the State of _____		
The undersigned further agrees, if this bid exceeds \$2,000 to COMPLY with the Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19A) in lieu of those in Provision 10 hereof; TO PAY not less than the minimum hourly rates of wages set forth in the specifications.		
NAME AND ADDRESS OF BIDDER (Street, city, zone, and State. Type or print.)		SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID:
TYPE OR PRINT SIGNER'S NAME AND TITLE		_____
AWARD (This Section for Government only)		DATE OF AWARD:
The above Bid is accepted in the amount of \$		
☐ You are directed to proceed with the work upon receipt of this Award.		
☐ Notice to proceed will be issued upon receipt of acceptable payment and performance bonds.		
		THE UNITED STATES OF AMERICA
BY _____ (Contracting Officer)		_____ (Title)

GENERAL PROVISIONS

1. CHANGES AND CHANGED CONDITIONS.—

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall, before proceeding further, notify the Contracting Officer in writing of subsurface or latent conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site.

(c) If changes under (a) or conditions under (b) increase or decrease the cost of, or time required for, performing the work, upon assertion of a claim by the Contractor before final settlement of the contract, a written equitable adjustment shall be made; except that no adjustment under (b) shall be made unless the notice required therein was given or unless the Contracting Officer determines the facts justify its waiver. If the adjustment cannot be agreed upon, the dispute shall be decided pursuant to Clause 3.

2. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS.—

(a) If the Contractor does not prosecute the work so as to insure completion, or fails to complete it, within the time specified, the Government may, by written notice to the Contractor, terminate his right to proceed. Thereafter, the Government may have the work completed and the Contractor shall be liable for any resulting excess cost to the Government. If the Government does not terminate the Contractor's right to proceed, he shall continue the work and shall be liable to the Government for any actual damages occasioned by such delay unless liquidated damages are stipulated.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with actual or liquidated damages under (a) above because of any delays in completion of the work due to causes other than normal weather, beyond his control and without his fault or negligence, including but not restricted to, acts of God, acts of the public enemy, acts of the Government (in either its sovereign or contractual capacity), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to causes beyond their control and without their fault or negligence. *Provided*, That the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties hereto, subject only to appeal as provided in Clause 3 hereof.

3. DISPUTES.—

Any dispute concerning a question of fact arising under this contract, not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and furnish a signed copy to the Contractor. Such decision shall be final and conclusive unless, within 30 days from the date of receipt thereof, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal, addressed to the head of the Federal agency. The Contractor shall be afforded an opportunity to be heard and to offer evidence. The decision of the head of the Federal agency or his authorized representative, shall be final and conclusive unless fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

4. RESPONSIBILITY OF CONTRACTOR.—

At his own expense the Contractor shall: (a) obtain all required licenses and permits; (b) provide competent superintendence; (c) take precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (d) perform the work without unnecessarily interfering with other contractors' work or Government activities; (e) be responsible for all damage to work

performed and materials delivered (including Government-furnished items), until completion and final acceptance.

5. MATERIALS AND WORKMANSHIP.—

The work shall be under the general direction and subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship and materials without cost to the Government.

6. PAYMENTS.—

Progress payments equal to 90 percent of the value of work performed may be made monthly on estimates approved by the Contracting Officer. Upon payment therefor, title to the property shall vest in the Government. The Contractor will notify the Government when all work is complete. Final payment will be made after final acceptance.

7. OFFICIALS NOT TO BENEFIT.—

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. BUY AMERICAN ACT.—

The Contractor, subcontractors, material men, and suppliers must comply with the Buy American Act of March 3, 1933 (48 U.S.C. 101a-104) and Executive Order 10582 of December 17, 1954. (19 Fed. Reg. 8723). (In substance the above require use of domestic materials except as otherwise authorized by the Act and Executive Order.)

9. NONDISCRIMINATION IN EMPLOYMENT.—

(a) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the non-discrimination clause.

(b) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

10. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS NOT IN EXCESS OF \$2,000.

(a) *Eight-Hour Laws—Overtime Compensation.*—The Eight-Hour Laws (40 U.S.C. 321-326) are applicable to this contract. (In substance they provide that laborers and mechanics employed by the Contractor or his subcontractors shall be paid not less than time and a half for work in excess of 8 hours a day. Violations are punishable as prescribed in 40 U.S.C. 322-324.)

(b) *Nonrebate of Wages.*—The Regulations issued by the Secretary of Labor (29 CFR, Part 3) pursuant to the Anti-Kickback Act, as amended (40 U.S.C. 276 (c), 18 U.S.C. 874), are applicable to this contract. (In substance they provide that no deductions may be made from wages except those required by law or permitted by the Regulations, that contractors and subcontractors shall preserve for 3 years after completion of the work payrolls which contain for each employee, his name, address, correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid, and shall submit weekly a statement of compliance, the form of which is stated in the Regulations.)

(c) *Subcontractors—Termination.*—The Contractor agrees to insert paragraphs (a) and (b) immediately above in all subcontracts. The term "Contractor" as used in such paragraphs in any subcontract shall be deemed to refer to the subcontractor. Breach of the requirements of this Clause 10 may be grounds for the termination of this contract.

11. CONVICT LABOR.—

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

STANDARD FORM 22
REVISED MARCH 1953
GENERAL SERVICES ADMINISTRATION
GENERAL REGULATION NO. 13

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACTS)

(These instructions are not to be incorporated in the contract)

1. **Explanation to Bidders.** Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

2. **Conditions at Site of Work.** Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. **Bidder's Qualifications.** Before a bid is considered for award, the bidder may be requested by the Government to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

4. **Bid Guaranty.** Where security is required, failure to submit the same with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required: *Provided*, That where the total amount of the bid is \$2,000 or less, the contracting agency may declare a bid bond unacceptable by so stating in the specifications or Invitation for Bids.

In case security is in the form of postal money order, certified check, cashier's check, or bonds or notes of the United States, the Government may make such disposition of the same as will accomplish the purpose for which submitted.

Checks may be held uncollected at the bidder's risk. Checks, or the amounts thereof, and bonds or notes of the United States deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

5. **Preparation of Bids.** (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

(b) The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where required on the bid form, bidders must quote on all items and *they are warned* that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

(c) Alternative bids will not be considered unless called for.

(d) Unless specifically called for, telegraphic bids will not be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Telegraphic modifications shall not reveal the amount of the original or revised bid.

6. **Submission of Bids.** Bids must be submitted as directed on the bid form.

7. **Receipt and Opening of Bids.** (a) Bids will be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so fixed are late bids; and the exact date and hour of mailing such bids, as shown by the cancellation stamp or by the stamp of an approved metering device will be recorded. Such late bids will be considered, *Provided*, They are received before the award has been made, *And provided further*, The failure to arrive on time was due solely to a delay in the mails for which the bidder was not responsible; otherwise late bids will not be con-

sidered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

(b) Subject to the provisions of paragraph 5(d) of these instructions, bids or bid modifications which were deposited for transmission by telegraph in time for receipt, by normal transmission procedure, prior to the time fixed in the Invitation for Bids and subsequently delayed by the telegraph company through no fault or neglect on the part of the bidder, will be considered if received prior to the award of the contract. The burden of proof of such abnormal delay will be upon the bidder and the decision as to whether or not the delay was so caused will rest with the officer awarding the contract.

(c) No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

8. *Withdrawals of Bids.* Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

9. *Bidders Present.* At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. *Bidders Interested in More than One Bid.* If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a

bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

11. *Award of Contract.* (a) The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the Government to accept it.

(b) The Government reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. In case of error in the extension of prices, the unit price will govern.

(c) The Government further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitation; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

12. *Rejection of Bids.* The Government reserves the right to reject any and all bids when such rejection is in the interest of the Government; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract.

13. *Contract and Bonds.* The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Government and furnish performance and payment bonds on Government Standard Forms. The bonds shall be in the amounts indicated in the specifications or the Invitation for Bids.

U. S. GOVERNMENT PRINTING OFFICE 16-8090-1

14. *Bid Guarantee.* This cancels and supersedes Paragraph 4: Failure to furnish a required bid guarantee in the proper amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee may be in the form of a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

If the successful bidder withdraws his bid within the period specified therein for acceptance (60 days if no period is specified) or, upon acceptance thereof by the Government, fails to enter into the contract and give bonds within the time specified (10 days if no period is specified) after the forms are presented to him, he shall be liable for any difference by which the cost of procuring the work exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

STANDARD FORM 19A
PRESCRIBED JANUARY 1959
 GENERAL SERVICES ADMINISTRATION
 GENERAL REGULATION NO. 13 REV.

LABOR STANDARDS PROVISIONS

APPLICABLE TO CONTRACTS IN EXCESS OF \$2,000

1. DAVIS-BACON ACT (40 U.S.C. 276a-a(7))

(a) All mechanics and laborers employed or working directly upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Act (Anti-Kickback) Regulations (29 CFR, Part 3)) the full amounts due at time of payment, computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and a copy of the wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned by the Government thereby.

(c) Paragraphs (a) and (b) of this clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act or (2) a subcontract under such prime contract.

2. EIGHT-HOUR LAWS—OVERTIME COMPENSATION

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U.S.C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime.

3. APPRENTICES

Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal

Committee on Apprenticeship, U.S. Department of Labor; or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, U.S. Department of Labor.

4. PAYROLL RECORDS AND PAYROLLS

(a) Payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Contracting Officer and the U.S. Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(b) A certified copy of all payrolls will be submitted weekly to the Contracting Officer. The Government Prime Contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to this contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed.

5. COPELAND (ANTI-KICKBACK ACT)—NONREBATE OF WAGES

The regulations of the Secretary of Labor applicable to Contractors and subcontractors (29 CFR, Part 3), made pursuant to the Copeland Act, as amended (40 U.S.C. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the Government Prime Contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

6. WITHHOLDING OF FUNDS TO ASSURE WAGE PAYMENT

There may be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this contract. In the event of failure to pay any laborer or mechanic all or part of the wages required by this contract, the Contracting Officer may take such action as may be necessary to cause the suspension, until such violations have ceased, of any further payment, advance, or guarantee of funds to or for the Government Prime Contractor.

7. SUBCONTRACTS—TERMINATION

The Contractor agrees to insert Clauses 1 through 7 hereof in all subcontracts and further agrees that a breach of any of the requirements of these clauses may be grounds for termination of this contract. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

BID SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Drilling 9½" hole to bedrock and in- stalling 6" inside diameter casing	35	L.F.		
2.	Drilling 6" uncased hole	215	L.F.		
3.	Preliminary Test	10	Hours		
4.	Grouting of 6" casing	35	L.F.		
5.	Final Test	24	Hours		
6.	Filling and sealing of hole if abandoned by the National Park Service	1	Lump Sum		

The above estimated depths for the cased hole and the uncased hole have been approximated from available geological information and are not guaranteed to be the final depth of the completed well. The National Park Service representative shall specify the actual depth to which the casing shall be set and the actual depth to which the uncased hole shall be drilled. The National Park Service representative reserves the right to discontinue drilling and fill and seal the hole if the preliminary test indicates insufficient water at or near the 300' level. Items covered in the specification but not specifically listed above will not be paid for separately, but will be considered part of the above items to which they pertain.

SPECIAL PROVISIONS

1. CONTRACT PERIOD:

Work shall commence within fifteen (15) calendar days after the date of receipt of notice to proceed; and continue diligently and in a workmanlike manner to completion within forty five (45) calendar days after the date of receipt of notice to proceed.

2. PERMITS, CERTIFICATES, LAWS AND ORDINANCES:

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

3. CARE OF PROPERTY AND REMOVAL OF DEBRIS:

The Contractor shall, at all times during the work covered by these specifications, conduct his operation in such a way as to prevent undue damage to property on which the test well is drilled. He shall during the progress of the work, dispose of all mud, drill cuttings, and other refuse in a workmanlike manner and shall assume all responsibility for damage to existing installations from operations under this contract. The Contractor shall at his own expense remove all his equipment and clear the well site to the satisfaction of the National Park Service representative.

4. REPRESENTATIVE OF CONTRACTOR:

The Contractor shall have an experienced foreman or driller acceptable to the National Park Service, with full authority to act for the Contractor in directing all field operations, constantly in charge of the work at the drill site.

5. GOVERNMENT SUPERVISION:

The work under this contract shall be under the supervision of an authorized representative of the National Park Service who will enforce compliance with the terms of the contract.

6. WORKING SCHEDULE:

The construction work shall be carried out in the presence of the representative of the National Park Service. The Contractor and the National Park Service representative, at the beginning of the construction work shall mutually agree on a schedule of work hours to be followed so that provisions may be made to have the Government representative on the site during working hours. If the schedule of work hours is to be changed, arrangements shall be made with the National Park Service representative twenty-four (24) hours in advance of such change. When, during testing of the well, work must be continued into the hours of darkness, sufficient lighting will be provided by the Contractor so that work may be carried out in an efficient manner.

7. BOUNDARIES OF WORK:

The National Park Service shall provide land or rights-of-way for the work specified in this contract and make suitable provisions for ingress and egress, and the Contractor shall not enter on or occupy with men, tools, equipment or material, any ground outside the property of the Government without the written consent of the owner of such ground. Other contractors and employees or agents of the Government may for all necessary purposes enter upon the work and premises used by the Contractor and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

8. RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S EQUIPMENT:

The Contractor shall assume all responsibility for damage to his equipment, whether from the elements, from operations under this contract, or from movement to, from or between drilling sites.

9. PATENTS:

The Contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including, costs and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including their use by the Government.

10. VISIT TO SITE:

The bidder will be held as having examined the drilling site in order to acquaint himself with local conditions of the road, housing conditions for crew, and conditions affecting drilling such as character of the geologic materials likely to be encountered in drilling.

11. MATERIALS:

All materials and supplies under this contract shall be standard quality, first grade, unless otherwise specified.

12. ORAL STATEMENT:

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions, and specifications of this Invitation for Bids, or the resulting contract.

13. BASIS OF AWARD:

Bidders are requested to bid on all items listed in the "Bid Schedule". The unit price quoted for each item on the "Bid Schedule" will be multiplied by the estimated quantity and the lowest total price for all the items, figured on this basis, will be considered the lowest bid received.

14. NONDISCRIMINATION IN EMPLOYMENT:

The following clause supersedes Article 9 of Standard Form 19:

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

NONDISCRIMINATION IN EMPLOYMENT: (Continued)

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The Contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONSTRUCTION PROVISIONS

1. PURPOSE:

The test well to be drilled under these specifications is to be used by the National Park Service in the investigation of the ground-water resources of Antietam National Battlefield Site, Sharpsburg, Maryland. It is the intent of the National Park Service to obtain a well producing approximately 10 gallons per minute.

2. SCOPE OF WORK:

The work to be done under these specifications includes the drilling of a test well, testing of the well, proper placement of pipe, assistance to the representative of the National Park Service in all necessary measurements, either capping or sealing the well, proper cleaning and restoration of the well site upon completion of work, supplying all necessary labor, materials and equipment.

A 9½" hole for approximately 35 feet and a 6" hole for approximately the next 215 feet shall be drilled first and if insufficient water is found drilling may be discontinued after a test of this hole at the discretion of the National Park Service representative.

3. LOCATION:

The test well will be drilled in the northern part of Antietam National Battlefield Site near the New York Monument. The Superintendent will show prospective bidders the approximate location of the well. The exact location, which will be selected on the basis of local conditions, accessibility and proposed development, will be designated by the representative of the National Park Service prior to the drilling of the well.

4. EQUIPMENT TO BE FURNISHED BY CONTRACTOR:

The Contractor shall provide the necessary drilling units, together with all other equipment and experienced personnel necessary to conduct efficient drilling operations as specified under the terms of this contract. In addition, the Contractor shall furnish pumping equipment, and power unit for operation of the same, capable of determining the maximum capacity of the well.

The Contractor shall equip himself with all tools, drilling equipment, pumping equipment, accessories, water, fuel, power, lighting and all other materials necessary to complete all work required under these specifications.

EQUIPMENT TO BE FURNISHED CONTRACTOR (Continued)

The Contractor shall maintain the equipment in good operating condition during the life of the contract. In the event that during the course of the work the equipment, judged on the basis of the work completed, is considered unsatisfactory by the Government representative, the Contractor shall be notified in writing. The Contractor shall then within ten (10) days replace the unsatisfactory equipment with equipment which is satisfactory to the Government representative.

The Government reserves the right to terminate the work for failure to provide satisfactory equipment.

5. LOCAL GEOLOGY:

The material expected to be penetrated by the test well consists of dense crystalline rock which may be hard limestone, gabbro, schist, diorite, quartz, phyllite, granite, marble, shale, or slate. These rocks will probably be overlaid with layers of clay, sandy clay, gravelly clay or gravelly sand which must be penetrated. However, no guarantee is made by the Government as to the nature of the materials to be encountered at the drilling sites. The drilling equipment shall be capable of penetrating the rock types encountered in the area of the test drilling.

6. DRILLING:

Drilling shall be by cable-tool, rotary, or any other effective method for penetrating the common rock types encountered in the area.

7. GENERAL SPECIFICATIONS FOR PIPE:

The Contractor shall provide all pipe and drive pipe shoes necessary for casing and finishing the test well required under this contract. All pipe furnished and installed under these specifications shall be new, standard, steel, black or galvanized with a minimum inside diameter of six inches and a minimum weight of 18.97 pounds per foot. The National Park Service representative will specify the depth to which the pipe is to be set. The Contractor has complete responsibility for setting such pipe at the required depth.

8. DEPTH MEASUREMENTS:

At any time during the drilling, or upon completion of the well, the National Park Service representative may request the right to measure the depth of the well with a weighted steel tape. Such a measurement shall constitute the official depth of the well and upon completion of the well, the payment shall be based on the depth of the well below ground surface, as measured by the representative of the National Park Service.

9. ALIGNMENT:

The well drilled under this contract shall be sufficiently clean, plumb, and straight to insure obtaining accurate water-level measurement by methods employed by the Contractor.

10. DEPTH OF CASING:

If required, the casing shall extend five (5) feet into hard rock where it shall be set, sealed and cemented. The casing shall extend approximately one foot above the ground surface and upon completion of the well shall be plugged with a screwed, flanged, or welded cap. The top section of casing shall be a 6' length so that it may be removed and an under-ground chamber constructed over the well.

11. GROUTING:

The annular space between the casing and the hole shall be entirely filled with grout forced in under pressure from the bottom of the well upward with the casing properly set and held in the center of the hole so that it will be entirely surrounded by the cement.

12. WATER SAMPLES:

Samples of water shall be taken from the completed well and furnished to the Contracting Officer for chemical analysis.

13. PUMPING AND DEVELOPING:

Pumping tests when ordered by the National Park Service representative shall be performed to determine the hydrologic properties of the water bearing formations. The Contractor shall furnish all necessary pumps compressors, plungers, meters, and other equipment necessary to develop the well by an approved method and to determine the maximum capacity of the well and the capacity at which the water level in the well will become practically stationary. The final pumping period shall be a continuous twenty-four (24) hour pumping test at the rate at which the water level remains practically stationary with measurements of the water level taken every one-half ($\frac{1}{2}$) hour. The Contractor shall furnish

PUMPING AND DEVELOPING: (Continued)

equipment satisfactory to the National Park Service representative for measuring the water level during the tests. The pumping tests shall be done in the presence of the National Park Service representative.

14. DISINFECTION:

After the well has been completely constructed and tested it shall be thoroughly cleaned. The casing pipe shall be swabbed to remove oil, grease and joint dope. The well shall then be disinfected with a 50 ppm chlorine solution which shall be flushed to all parts of the well and remain in the well at least two hours.

15. ABANDONED HOLE:

If the Contractor fails to sink a test hole to the depth ordered by the Government representative, (provided such depth is not in excess of 300 feet), the hole shall be declared abandoned. Any hole that does not satisfy the alignment requirements previously described and which cannot be straightened by the Contractor within the over-all time limit set by this contract, shall be declared an abandoned hole. Any hole in which the Contractor voluntarily stops work and/or fails to complete in a satisfactory manner within the over-all time limit set by the contract, shall be considered as abandoned.

No payment will be made for drilling, filling, or for any casing installed in any hole voluntarily abandoned by the Contractor. The Contractor may, however, at his own expense, salvage any casing left in an abandoned hole.

16. FILLING AND SEALING ABANDONED HOLES:

Any hole that is abandoned by the Contractor or declared abandoned by the National Park Service representative owing to unsatisfactory yield shall be filled by the Contractor with a thick clay slurry, cement, or other non-porous material approved by the National Park Service representative. All evidences of the hole shall be removed and the ground surface shall be restored to its original condition.

ANTTETAM

WTR copy

Region Five
143 South Third Street
Philadelphia 6, Pa.

D5039

April 18, 1961

APR 26 1961

Mr. Edmund G. Otton
District Geologist
Room 103 Latrobe Hall
U. S. Geological Survey
John Hopkins University
Baltimore 18, Maryland

Dear Mr. Otton:

We have programmed for construction in fiscal year 1962 a Visitor Center at Antietam National Battlefield Site, Sharpsburg, Maryland. The proposed Visitor Center will be located southeast of the New York Monument and on land for which acquisition legislation is pending.

We would like your assistance in determining the availability and location of a source of water for this facility.

Until the land acquisition program is more advanced any field activity will have to be confined to Federally owned land so as to avoid incurring any difficulties with land owners whose lands will be acquired as soon as funds can be secured therefor.

Should your preliminary report indicate the desirability of drilling test wells, they could be located on Federally owned land in the vicinity of the New York Monument which is east of Hagerstown Road (Maryland State Route 65) and is adjacent to the proposed location of the Visitor Center.

Regional Engineer Edward P. Crouch will be glad to meet with you to discuss the nature of the work, timing and cost.

Sincerely yours,

(Sgd.) Ronald F. Lee

Ronald F. Lee
Regional Director

Copy to: Director ✓
Chief, EODC
Supt., Antietam NBS

1026/4
S.
11/8

MAR 30 1961

D5039-CBL

Memorandum

To: Regional Director, Region Five

From: Assistant Director

Subject: Water Resources Investigation to Select Source for Water
Supply for Proposed Visitor Center, Antietam National
Battlefield Site, Maryland

We have reviewed Mr. Palmer's memorandum of February 20 and it was discussed with your office by telephone on March 6. Chief of Lands Don Lee and I also went over the matter of Antietam with Superintendent Davis recently as discussed with you.

We doubt that any field studies should be made by us or the U. S. Geological Survey until the land acquisition program is more advanced. In any event, field activity should be confined to federally owned land now so as to avoid incurring any difficulties with land owners whose lands will be acquired as soon as we can secure a release of funds therefor. It seems clear that the acquisition of the Spielman Tract, which includes the proposed Visitor Center area and Manna Spring, should have first acquisition priority.

We gather that Messrs. Cummings and Zimmer may wish to reconsider the need for or nature of any U. S. Geological Survey study if Manna Spring with a reported firm flow of 5 gpm or 7200 gpd is to be acquired. Mr. Cummings has suggested that existing wells in the vicinity have marked variations in yield, and the best, with a 12 gpm yield, would have to be pumped 10 hours per day to produce the equivalent of the daily spring flow.

You and Mr. Zimmer may wish to have the Geological Survey assist in the planning, which will require a determination whether the spring will be adequate for the immediate needs. The Survey may be able to supply some of the required information from its records of past work in the area. You should make the arrangements as to the nature of the work, timing and cost, directly with the District Geologist.

You should address:

Mr. Edmund G. Otton, District Geologist
Room 103 Latrobe Hall
Johns Hopkins University
Baltimore 18, Maryland

Telephone: Belmont 5-0771

The nature of the study, and any well drilling and testing, will determine whether it should be done with PS&S or Water Right Acquisition funds. You should submit a first revision of your Work Order 5-WR-61 for approval to earmark, and possibly supplement, unobligated water right funds if they are to be used.

(S) JACKSON E. PRICE
Assistant Director

Copy to: Superintendent, Antietam
Chief, EGDC (2)
Mr. Paul Bieber, USGS, Washington, w/c incoming
Mr. P. Miller
✓ Mr. Dunn

AvVDunn:DEL:lct 3-28-61

ANTIETAM

WR
CJ

Eastern Office
Division of Design and Construction
Philadelphia 6, Pa.

L54-E

March 14, 1961

Memorandum

To: Regional Chief of Operations, Region Five

From: Supervisory Engineer, EODC

Subject: Water Resource Study, Antietam

We recently discussed the water resource study for the Antietam area. In this connection, I thought you might be interested in reviewing a copy of the 1961 program that has been set up by Region One for water rights and water resources. The EODC copy of the program is attached and we would appreciate having you return it after you have had an opportunity to study it.

Mr. Paul Henderson of the U. S. Public Health Service will be in Philadelphia March 15 through March 16 offering an opportunity to discuss with him the sanitary aspects of a water supply for this area. I shall be pleased to join with you and Mr. Henderson in a meeting to discuss this problem.

/s/ ROSS F. SWEENEY
Ross F. Sweeney
Supervisor, Engineer

Attachment

Copy to: Chief of D & C (2) —



IN REPLY REFER TO:
D5039

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Region Five
143 South Third Street
Philadelphia 6, Pa.

February 20, 1961

Memorandum

To: Director
From: Acting Regional Director

Subject: Water Investigation for Visitor Center - Antietam NBS

The Chief, Eastern Office, Division of Design and Construction, requested by memorandum dated February 8 (copy attached) that arrangements be made with the U. S. Geological Survey for an investigation and report of availability of a water supply for the proposed Visitor Center at Antietam. This would include any test wells and others necessary to enable the U. S. Geological Survey to make recommendations that DDC could use as a basis for their design.

In addition to the information included on the attachments, the following data is furnished:

1. Estimated cost of drilling a 6" well to 400 foot depth.

Casing 40 lin. ft. @ \$3.30	=	132
Well 400 lin. ft. @ \$3.50	=	\$1400
Total per well		\$1532

2. Estimated cost per 2" test well.

400 lin. ft. @ \$2.50	=	\$1000
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3. Although the proposed location of the Visitor Center is on land not yet Government owned, it is adjacent to Park Service owned land (New York Monument Area) should preliminary investigation indicate desirability of test wells in that location.

4. The Eastern Office, Division of Design and Construction, would prefer that the area south of the proposed Visitor Center be reserved for a sewage disposal field.

Ant

It is requested that arrangements be made with the U. S. Geological Survey for an investigation and report on the availability of water at Antietam.


Acting Regional Director

In duplicate

Attachment *D*

Copy to: Supt., Antietam NBS
Chief, EODC



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Division of Design and Construction
Philadelphia 3, Pa.

February 5, 1964

IN REPLY REFER TO:

2:03-E

Memorandum

To: Regional Director, Region Five

From: Chief, EODC

Subject: **Water Investigation for Antieta.**

Preliminary investigations as to the availability of water for the visitor center development at Antietam were made this past week which revealed an uncertainty of a definite water supply.

It is apparent that a United States Geological Survey investigation, report, and the recommended test wells are desirable.

Will you please make arrangements with the Geological Survey to begin their investigation so we may have their recommendation for a basis for our design.

A copy of a report of Mr. Cummings' recent field trip to Antietam is attached for your information.

Edward S. Zimmer
Chief*

Attachment

Copy to: Supl., Antietam - w/attachment info

[illegible]

Chief, EODC
Through: Supervisory Engineer, EODC
Supervisory Civil Engineer

February 7, 1961

Field Trip to Antietam

A5427-2. On January 30, accompanied by Donald Benson, Architect, and Historian Frank Barnes, Region Five, we left Philadelphia and drove to the headquarters of Antietam N.E.S. at Sharpsburg, Md. Superintendent Davis accompanied us on an inspection of the proposed Visitor Center site and the general area the balance of the afternoon.

On January 31 conferences were held at various times at the Park headquarters with Superintendent Ben H. Davis, Regional Historian Frank Barnes, Architect Benson, Museum Specialist Ed Brierly, Museum Planner Mark Segen, Park Historian Bob Legemann and myself, regarding various subjects relating to the size and location of the Visitor Center.

After the general conferences, Superintendent Davis accompanied me when I drove up to Williamsport, Md. to confer with Joseph M. Hoffman, one of the most prominent well drillers in the area. After discussing the various wells in the area, we learned that some wells in the general vicinity are shallow wells (under 100') which develop enough water for domestic purposes. Other wells are drilled in solid rock to an average of between 350 to 430' depth and develop water in quantities from 1 gpm to over 12 gpm.

Antietam
The best well that was described was the old well at the Antietam Cemetery which developed over 12 gpm on a twelve hour test. The new well at the Museum yielded only 3 gpm.

Antietam
The Munsen Springs, which topography maps indicate is approximately 50'-60' below the visitor site area and about 1300'-1400' away was measured during a two year period and developed 5 gpm at lowest flow.

On Wednesday, February 1, Superintendent Davis and I contacted Mr. G. W. Baker of the Potomac Edison Co. at Keedysville, Md. relative to the power availability. Mr. Baker advised that the "high line" that parallels the road on the Visitor Center side is a 12,000 volt, 3 phase, open delta line. Overhead service to the building would be furnished at no charge.

Underground service would have to be furnished, installed and maintained by the Government. The power company will furnish the transformers and meter on their last pole. If high voltage was required to be run underground and transformed in the building, Mr. Baker advised that the power company should be approached again and they would possibly furnish the transformer. Mr. Baker also advised that the underground service as well as all wiring in the building has to be inspected by the State of Maryland Fire Underwriters before service can be connected.

Mrs. Krestensen of Chesapeake and Potomac Telephone Co. of Maryland at Hagerstown, Md. was contacted by telephone and advised of our proposed needs (one private line with possibly two extensions). She was also advised of our requirements for running the line underground. Mrs. Krestensen will take this matter up with the engineers and will advise Superintendent Davis of the telephone company's requirements, specifications, etc. Superintendent Davis will either relay the information on or request the Telephone Company to write this office direct.

The Washington County Health Department was contacted by telephone. Mr. T. J. Sharp, Sanitarian, who Paul Henderson of the United States Public Health Service asked me to contact was not in so I talked to Leo V. Cheney, Sanitarian. He advised that all water and sewerage system installations require permits to be approved by County Health Department before work started. All wells to have casings through loose materials on top and grouted into the rock. All water is extremely hard, therefore if water is to be used in the heating system, it will have to be treated as required.

The small developments in the County use septic tanks and leaching trenches for the sewage disposal. The percolation tests are made by the County Health Department. The individual requiring tests has to dig two foot square holes one foot deep and then dig a one foot square hole one foot deep in the center of the large hole and fill the holes with water the night before the test. Tests are then made by the Health Department and their recommendations are furnished to the individual. Chlorinators are recommended on effluent from all subsurface sand filters and the effluent is to be piped to a flowing stream.

Information regarding permits required for water and sewerage systems is to be forwarded to my attention.

Architect Bansen suggested the possibility of using local quarry stone for either facing parts of the building or building retaining walls. Therefore when talking to Mr. Joseph M. Hoffman, Well Driller, he advised that the Fry Stone and Coal Company of Hagerstown, Md. had a quarry near Williamson, Pa.

Superintendent Davis contacted Mr. Clipp, a local contractor, who advised that building stone (Blue Limestone) at the quarry cost \$3.00 per ton to be picked out by the individual. Building stone furnished and delivered to the Visitor Site would cost \$10.00 per ton. Laying up a stone retaining wall, wet or dry, would cost approximately \$3.25 per square foot, figuring on an average wall 5' high and about 2' thick or \$1.62 per cubic foot.

Superintendent Davis advised also that a conference with the Maryland Highway Department is to be held in the near future to discuss the rerouting of State Highway No. 65 around the Visitor Center, Dunkard Church area.

Bansen and I left Antietam late the afternoon of February 1 and drove to Gettysburg.

On February 2 we looked over the Visitor Center and Cyclorama building under construction. While there I had a chance to discuss the installing of a conduit for public address system at El Morro Fort at San Juan with Mr. Ed Keeselle of the Washington Office. He advised that a 1/4" conduit, laid parallel to the electrical lines, would be satisfactory for any anticipated use.

We drove into Philadelphia the afternoon of February 2.

The biggest problem to be encountered at Antietam seems to be the acquisition of land for all developments. If only a small area is acquired at this time at the Visitor Center site wells will have to be developed and a storage reservoir undoubtedly will be required. If land is acquired which encompasses the Mamm Spring site, it may be advisable to use this spring for the water supply.

Memorandum of July 22, 1958 to Regional Director, Region Five from Superintendent Harry W. Beest may be referred to for data on the flow of the Mamm Spring.

C. Gordon Cunnings
C. Gordon Cunnings
Supervisory Civil Engineer

Copy to: Regional Director, Region Five —
Supt., Antietam

Mr. J. Edward S. Zimmer

Edward S. Zimmer
Chief

FILE IN REPORTS DIV. IN CASE NO. 100-100000-10000

u/s 6/7
2

D5039

Region Five
143 South Third Street
Philadelphia 6, Pa.

February 20, 1961

Memorandum

To: Director
From: Acting Regional Director

Subject: Water Investigation for Visitor Center - Antietam NBS

The Chief, Eastern Office, Division of Design and Construction, requested by memorandum dated February 8 (copy attached) that arrangements be made with the U. S. Geological Survey for an investigation and report of availability of a water supply for the proposed Visitor Center at Antietam. This would include any test wells and others necessary to enable the U. S. Geological Survey to make recommendations that EODC could use as a basis for their design.

In addition to the information included on the attachments, the following data is furnished:

1. Estimated cost of drilling a 6" well to 400 feet depth:

Casing 40 lin. ft. @ \$3.30	= \$ 132
Well 400 lin. ft. @ \$3.50	= <u>1400</u>
Total per well	\$ 1532

2. Estimated cost per test well:

400 linear feet @ \$2.50	= \$ 1000
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3. Although the proposed location of the Visitor Center is on land not yet Government owned, it is adjacent to Park Service owned land (New York Monument Area) should preliminary investigation indicate desirability of test wells in that location.

4. The Eastern Office, Division of Design and Construction, would prefer that the area south of the proposed Visitor Center be reserved for a sewage disposal field.

It is requested that arrangements be made with the U. S. Geological Survey for an investigation and report on the availability of water at Antietam.

(Sgd.) George A. Palmer

Acting Regional Director

In duplicate

Attachment

Copy to: Supt., Antietam NBS
Chief, EODC

Antietam

*WLC
a*

Chief of Lands

June 29, 1959

J. R. Imirie

Restrictive Covenants, Antietam Battlefield, Sharps town, Maryland

Recently I visited Antietam National Battlefield at Sharps town, Maryland, and interviewed a number of land owners within the proposed boundary as to their reaction to the suggestion of being compensated for the placing of a restrictive covenant on their land.

It was explained that the restrictive covenant would not allow them to sell any part of the land for development purposes and further the erection of any structures to be used in connection with farming would have to be approved by the National Park Service.

Also during my interview the possibility of acquiring the property subject to a life estate was discussed.

In summation, I would say owners were reluctant to sell where the farms would be severed, were not interested in compensation for restrictive covenants, but there were possibilities of some retaining life estates.

The following is a list of those interviewed and their reaction:

1. Paul M. Culler - Not interested in restrictive covenants or selling - proposed acquisition 146-acre - no severance.
2. Fred O. Flook - Tenant has lease - states farm has 165 acreage - proposed acquisition 42 acres which includes house, barn and all out buildings. Owner would like to dispose of entire farm.
3. Allen R. Wilson - Not interested in restrictive covenants - proposed acquisition 43.23 acres - entire farm. Owner might consider life estate.
4. G. H. Poffenberger - Not interested in restrictive covenants - proposed acquisition 100 acres. Farm has 151 acres. Acquisition would take house, barn and out buildings. Possibility of life estate if agreement could be reached with other heirs.

5. H. C. Spielman - Not interested in restrictive covenants or selling. Farm has 148.50 acres - suggested acquisition 95 acres - includes home, barn and all out buildings.

6. Howard E. Miller - Not interested in selling or restrictive covenants on 65 acres proposed for acquisition - farm has 165 acres. Proposed acquisition would include house, barn and out building.

7. J. N. Dorsey and Y. N. Dorsey, own some 322 acres. Acquisition proposed would take entire 322 acres. The only commitment received was that whatever the rest would do, we would go along.

8. E. D. Plummer - Farm has 130 acres - proposed acquisition 20 acres - no structures - interested in selling farm as entirety only.

J. F. Imlrie
Chief, Appraisal Section

JFImirie:lct

L54-L

WKL
Ch

Region Five
421 Walnut Street
Philadelphia 6, Pa.

September 29, 1958

Memorandum

To: Director
From: Regional Director
Subject: Acquisition of Water Rights, Antietam National Battlefield Site

In reference to Assistant Director Price's memorandum of September 24 on Acquisition of Water Rights, Antietam National Battlefield Site, an explanation of our memorandum of August 19 will, we believe, be helpful.

The spring on which the flowage tests were run with funds provided by Account 340.3-347, Acquisition of Water Rights, is located on the Spielman Farm in close proximity to the site of the proposed Visitor Center for Antietam. The spring has been considered as being a possible source of water necessary to the operation of the proposed Visitor Center. The flowage tests were undertaken to ascertain the quantity of water that would be available. If sufficient in quantity there would be no need to plan for a more extensive water system tying in with water resources at a considerable distance.

Our memorandum of August 19 is a progress report on these flowage tests and should not be taken as a recommendation for acquisition of the land upon which the spring is located. The title of the account under which the costs of tests were met "Acquisition of Water Rights" is misleading in this instance. The spring would be acquired if and when the Spielman Farm is acquired under any acquisition authority provided by the Congress.

(Sgt.) Daniel J. Tobin
Daniel J. Tobin
Regional Director

In duplicate

Copy to: Supt., Antietam NBS

In reply refer to:
L54-L

SEP 24 1958

Memorandum

To: Regional Director, Region Five
From: Assistant Director
Subject: Acquisition of Water Rights, Antietam National Battlefield Site

Your memorandum of August 19 appears to constitute a proposal that we acquire the Spielman Farm (Mumma) Spring with water right funds. A more specific recommendation would appear to be needed, with justification and cost estimate.

Under the act of May 14, 1940 (54 Stat. 212), the Secretary has authority to acquire land with donated funds. S. 1328 and HR 9581 have been before the last Congress, to authorize the use of appropriated funds, but the bills died in Committee. Although no legislation is needed to acquire water rights and such lands as must be acquired to gain the rights with water right funds, we should be careful not to extend improperly the existing water rights acquisition authority. Furthermore, we have only limited water rights funds for such purposes. In fact, we do not see that more than \$9,000 could be expended for such a water right purchase in fiscal years 1959 or 1960.

The Spielman Farm is reported to have an area of 148.5 acres, an assessed value of \$11,575 with improvements, and estimated market value of \$28,937. The last proposal seems to have been to acquire only 95 of those acres at an estimated price of \$17,500.

It may be necessary to acquire 95 acres to induce the vendor to sell the spring area, but the price seems high for a firm flow of 8.5 gallons per minute, or 11,240 gallons per day. This would be about \$1,000,000 per second foot, or nearly four times the maximum price of water rights in the Los Angeles area.

The proposed visitor center, adjacent to the New York Monument, appears to involve only about 10 acres, both within the road loop, formed by the old Magerstown and Smoketown Roads and Mumma's Lane. The spring is outside of the road loop, and about a

quarter of a mile from the proposed public use area. A strip of land about 600 feet wide and averaging 2,400 feet in length, would include the spring and land within the road loop which is proposed for the public use development, with an area of about 33 acres.

It should be assumed that the United States has the base area consisting of part, or all of the road loop, and the New York Monument area. Your proposal should be to acquire the spring area, right-of-way to Federal road or that Monument site, an additional roadside public use area which might consist of between 10 and 33 acres, and only so much of the adjacent land as must be acquired to gain those tracts.

Will you kindly submit a new description of the smallest tract which you have reason to believe we can acquire, the the estimated cost.

~~(SIC)~~ JACOBSON E. PRUE

Assistant Director

Copy to: Superintendent, Antietam National Battlefield Site
Chief, EODC
Mr. Diederich
Mr. Siler
Mr. Dunn

AvVDunn:let 9922-58

Formation Data on
Exploratory Well at
Antietam NBS, Sharpsburg, Md.
U.S. Dept. of the Interior

<u>FORMATION</u>	<u>DEPTHS</u>	<u>SIZE OF HOLE</u>	<u>MISC.</u>
Clay	0 - 7 Ft.	9 1/4 inches	Sample Taken
Clay	7 - 12 Ft.	9 1/4 inches	Sample Taken
Limestone	12 - 20 Ft.	9 1/4 inches	Sample Taken
Limestone	20 - 23 Ft.	9 1/4 inches	Set Casing 11 Ft. in Solid Rock
Limestone	23 - 25 Ft.	6 inches	Sample Taken
Limestone	25 - 30 Ft.	6 inches	
"	30 - 35 Ft.	" "	" "
"	35 - 40 Ft.	" "	" "
"	40 - 45 Ft.	" "	" "
"	45 - 50 Ft.	" "	" "
"	50 - 55 Ft.	" "	" "
Limestone	55 - 60 Ft.	6 inches	Sample Taken
"	60 - 65 Ft.	" "	" "
Limestone	65 - 70 Ft.	6 inches	Sample Taken
"	70 - 75 Ft.	" "	" "
"	75 - 80 Ft.	" "	" "
"	80 - 85 Ft.	" "	" "
"	85 - 90 Ft.	" "	" "
"	90 - 95 Ft.	" "	" "
"	95 - 100 Ft.	" "	" "
"	100 - 105 Ft.	" "	" "
"	105 - 110 Ft.	" "	" "
"	110 - 115 Ft.	" "	" "
"	115 - 120 Ft.	" "	" "
Limestone	120 - 125 Ft.	6 inches	(121) First Water
"	125 - 130 Ft.	6 inches	Sample Taken
"	130 - 135 Ft.	" "	" "
"	135 - 140 Ft.	" "	" "
"	140 - 145 Ft.	" "	" "
"	145 - 150 Ft.	" "	" "
"	150 - 155 Ft.	" "	" "
"	155 - 160 Ft.	" "	" "
"	160 - 165 Ft.	" "	" "
"	165 - 170 Ft.	" "	" "
"	170 - 175 Ft.	" "	" "
"	175 - 180 Ft.	" "	" "
"	180 - 185 Ft.	" "	" "
"	185 - 190 Ft.	" "	" "
Limestone	190 - 195 Ft.	6 inches	(195) Next Water
Limestone	195 - 200 Ft.	6 inches	Sample Taken
"	200 - 205 Ft.	" "	" "
"	205 - 210 Ft.	" "	" "
"	210 - 215 Ft.	" "	" "
Limestone	215 - 220 Ft.	6 inches	(220) Next Water
Limestone	220 - 225 Ft.	6 inches	Sample Taken
"	225 - 230 Ft.	" "	" "
"	230 - 235 Ft.	" "	" "
"	235 - 240 Ft.	" "	" "
"	240 - 245 Ft.	" "	" "
Limestone	245 - 250 Ft.	6 inches	(245) Next Water <u>continued</u>

Formation Data

<u>Formation</u>	<u>Depths</u>	<u>Size of Hole</u>	<u>Miscellaneous</u>
Limestone	250- 255 Ft.	6 inches	Sample Taken
"	255 - 260 Ft.	" "	" "
"	260 - 265 Ft.	" "	" "
"	265 - 270 Ft./	" "	" "
"	270 - 275 Ft.	" "	" "
"	275 - 280 Ft.	" "	" "
"	280 - 285 Ft.	" "	" "
"	285 - 290 Ft.	" "	" "
"	290 - 295 Ft.	" "	" "
Limestone	295 - 300 Ft./	6 inches	Sample Taken

To the best of my knowledge, this information is correct and true.

Submitted by Austin R. Keyser, Inc. this 30th day of January, 1962.


 Austin R. Keyser
 President

TYPE		SIZE	DATE ON		BIT SERIAL NUMBER							
COMPANY		PIT	LOCATION		DRILL NUMBER							
DATE	SHIFT	HOLE NO.	FEET DRILLED	DRILLING TIME	PRESSURE	R.P.M.	AIR PSI	SOFT	MED	HARD	VERY HARD	REMARKS
TESTING WELL ANTE TAM												
830. TIME-GPM												
BEGAN PUMPING GPM 830 30 WATER LEVEL 82'												
			9:00	20								182
			9:30	19								210
			10:00	19								228
			10:30	18								236
			11:00	13								239
			11:30	13								240
			12:00	11								241
			12:30	11								242
			1:00	10								242
			1:30	10								242
			2:00	9								242
			2:30	7								242
			3:00	9								242
			3:30	8								242
			4:00	8								242
			4:30	8								242
			5:00	8								242
			5:30	8								242
			6:00	8								242
			6:30	8								242
TOTAL				DRILLER				HELPER				
				DULL CONDITION				RETIPT		DATE OFF		
				YES				NO				

P.2
VAREL

ROTARY ROCK BIT RECORD

TYPE		SIZE		DATE ON		BIT SERIAL NUMBER			
COMPANY		PIT		LOCATION		DRILL NUMBER			

DATE	SHIFT	HOLE NO.	FEET DRILLED	DRILLING TIME	PRESSURE	R.P.M.	AIR PSI	SOFT	MED.	HARD	VERY HARD	REMARKS
			7:00	8								242
			7:30	8								242
			8:00	8								242
			8:30	8								242
			9:00	8								242
			9:30	8								242
			10:00	8								242
			10:30	8								242
			11:00	8								242
			11:30	8								242
			12:00	8								242
			12:30	8								242
			1:00	8								242
			1:30	8								242
			2:00	8								242
			2:30	8								242
			3:00	8								242
			3:30	7 1/2								243
			4:00	7 1/2								243
			4:30	7 1/2								243
			5:00	7 1/2								243
			5:30	7 1/2								243
			6:00	7 1/2								243
TOTAL												

DRILLER

DULL CONNECTION

DRILLER

DRILLER

P3
VAREL

contingent copy

ROTARY ROCK BIT RECORD

TYPE		SIZE	DATE ON		BIT SERIAL NUMBER							
COMPANY		PIT	LOCATION		DRILL NUMBER							
DATE	SHIFT	NOLE NO.	FEET DRILLED	DRILLING TIME	PRESSURE	R.P.M.	AIR PSI	SOFT	MED.	HARD	VERY HARD	REMARKS
			5.81	7 1/2								243
			7.02	7 1/2								243
			7.30	7 1/2								244
			8.00	7 1/2								244
			8.30	7 1/2								244
14892 1400 13,490 TOTAL GAL. PUMPED												
TOTAL												
DRILLER						HELPER						
DULL CONDITION						RETIP YES NO		DATE OFF				

100N PV-71

9.

SPECIFICATIONS FOR WELL PUMP, PIPING AND CONTROLS.

Visitor Center, Antietam National Battlefield Site

1. GENERAL: The work to be done under this specification includes furnishing and installing a submersible well pump together with all necessary controls, electricals, and appurtenances as required for a complete and operable installation, as described herein and indicated on the attached sketch.

These specifications together with the specifications covering the original Contract No. 14-10-0529-2504 (Visitor Center and Disposal System) shall apply to all work.

2. WELL PUMP INSTALLATION:

a. Pump: The pump shall be a submersible, multi-stage, centrifugal pump selected to produce 8 g.p.m. maximum pumping against a total head from the well low water level to the water reservoir of 245 feet. It shall have a minimum one (1) H.P. motor, oil lubricated, and using single phase electric current. The pump shall be a Reda Submersible Pump, Type 18A7E, Model No. 43181, manufactured by Reda Pump Company, of Bartlesville, Oklahoma, or an approved equal.

b. Installation: The pump shall be installed in the well casing which is six (6") inches I.D. and shall be set 260 feet below the surface of the ground. The well casing shall be grout sealed with a minimum 3" thick seal from ten feet below ground surface up to the surface.

c. Concrete Base for Cover: A concrete base of 2' x 3' plan dimension shall be provided around the existing well upon which an insulated wood box with a sheet metal cover can be installed to cover the pump piping as shown on the sketch. The base shall have a minimum thickness of four (4") inches sloping away from the well casing. The well casing shall extend six (6") inches above the base and shall be capped by a sanitary well seal. The base shall be doweled to the concrete floor.

d. Well Pipe Cover: The cover for the piping at the well shall be a wooden box, constructed of minimum 3/4" material, covered with sheet metal as shown on the plan. The inside of the box shall have a minimum of one inch of insulation board with asphalt protection membrane. It shall be constructed to fit the formed lip of the concrete base as shown on the sketch.

e. Pump Controls: The pump shall be operated by a float switch which is to be installed in the tank manhole of the water reservoir under the original contract. This control is designed to govern the operation of the pump at all times except in the event of excessive drawdown in the well. In order to prevent excessive drawdown, a "pump down" control of the electrode type shall be installed to provide an override shut-off. The override control

Contract cost \$1413.28

shall be a Type TF, manufactured by Charles F. Warrick Co., 1964 W. Eleven Mile Road, Berkley, Michigan, or an approved equal, mounted in NEMA 1 enclosure and installed in the utility room. Type W electrodes with Type TW suspension wire shall be installed in the well casing, one electrode fifteen (15) feet above the pump and the other sixty (60) feet above the pump, (the lower to cause the shut-off when the water level drops below it and the higher to allow the pump to restart when the water level reaches it) together with all other necessary fittings recommended by the manufacture for this type of installation.

f. Piping: The pump discharge line after emerging from the well shall be sent down through the concrete base and floor and underground to the utility room. The line shall be brought up through the utility room floor to a minimum height of two (2') feet above the floor, where a horizontal line, a minimum of three (3') feet long, with a union, gate valve, and plugged tee shall be connected. The line shall then be turned down through the floor again and shall be run away from the building, a minimum of three (3') feet below the surface of the ground, and connected to the one inch water fill line extending from the water tank. The gate valve installed must be suitable for throttling the flow of the pump.

3. ELECTRICAL WORK:

a. General: All electrical appurtenances not specifically called for in the original contract but required for a complete and satisfactory installation shall be provided by the contractor.

All installations, work, and materials used shall conform to the National Electric Code and NEMA requirements.

b. Junction Box: An electrical junction box shall be installed on the concrete base at the well to enable disconnecting the electrical lines between the control box in the utility room and the pump.

c. Frost Protection: A thermostatic control capable of setting required temperatures shall be installed on the concrete base at the well to which a minimum 13' loop heating cable shall be connected and then wound around the water pipe under the insulated box cover. The cable shall then be insulated in one (1") of insulating material. The thermostat shall be Graybar Catalogue No. HSC3 and the cable shall be Graybar Catalogue No. HS26 or approved equal.

d. Conduit: The electrical conduit from the control box in the utility room containing the wiring to operate the pump motor, the "pump-down" control, and the heating cable unit, shall be connected to the junction box at the well. From here, the cable containing the wires for the heating cable unit shall be wired to the heating cable thermostat and a conduit containing the wiring for the pump motor and the pump control shall be installed through the sanitary well seal as shown on the sketch.

e. Wiring: All wiring for the operation of the pump motor and the "pump-down" control shall be of sufficient length to allow continuous lines from the pump to the junction box without any splices.

Docket Information

Number of Documents in Docket 63

Documents Dated from 7/15/1958 to 4/24/1967

Docket Compiled: 1/28/2011