

**Freedom Township Board of Supervisors
Regular Meeting
April 10, 2024
7:00 P.M.**

Board of Supervisors

Matt Young, Chairperson
Paul Kellett, Vice-Chairperson
Brett Johnston

Township Officials

Zach Gulden, Manager
Linus Fenicle, Solicitor
Mike Wenschhof, Road Superintendent

Members of the Public Present

Mary Buchheit, Ed Buchheit, Scott English, Jim Geleta, Lieutenant Jim French (Liberty Township Police), Charles Gable, Dominic Picarelli (KPI Technology), & Maddi Krantz (KPI Technology).

Call to Order

Chair Young called the Board of Supervisor's Meeting to order at 7:00 P.M., and he stated that the Board of Supervisors held an executive session before the meeting to discuss potential litigation matters.

Public Comment

Mr. English requested that the board add his April 9, 2024, email to the Township and Mr. Gulden's response to the meeting minutes. He also stated that they have no problem signing the stormwater operations and maintenance agreement if the township accepts their requested changes.

Approval of Minutes

Vice-Chair Kellett made a **MOTION** to approve the Minutes of the March 13, 2024, regular meeting. The **MOTION** was **SECONDED** by Mr. Johnston. The motion carried unanimously (3-0).

Monthly Expenses

Vice-Chair Kellett made a **MOTION** to approve the bills in the amount of \$26,070.59 from the General Fund. The **MOTION** was **SECONDED** by Mr. Johnston. The motion carried unanimously (3-0).

Manager & Road Reports

Mr. Gulden read the Manager's report. The Manager completed the following tasks in March:

- Miscellaneous phone calls / emails / website updates.

- Submitted monthly solar meter reading.
- Monthly reconciliation of all accounts.
- Monthly & quarterly payroll taxes and reports.
- March 13 Supervisor meeting minutes.
- 2024/2025 COSTARS salt purchase agreement.
- Went to the bank on March 5th to get two \$10 bank fees refunded.
- Mailed 20x letters requesting donations for phase 2 of the community park.
- 2x RTK requests – 1) all correspondence and plans relating to a builder. This required a 30-day extension for legal review. 2) purchasing records from 10/2023 to present.
- Met with Mr. & Mrs. English and Mr. Picarelli from KPI on March 13th regarding stormwater management O&M agreement.
- 1x zoning permit – pole barn.
- Worked on community park phase 2 state grant.
- Coordinated meeting with Mr. Johnston, Mr. Wenschhof, state, and county regarding 2x PennDOT projects within the Township.
- Submitted the yearly COVID-19 federal report.

Mr. Gulden read the road report. The Department of Public Works completed the following tasks in March:

- Clear fallen trees and limbs from roads caused by high winds and heavy snow. Clear limbs and debris from roads, berms, and ditches. Brush cutting and trash pick-up along roadways, and clean-up around Township lot.
- Blacktop patching on various roads.
- Cleaned-up and plowed sod from snow plowing.
- Cleared anti-skid from bridges and intersections.
- Cleaned out storm grates along Middle Creek Road.
- Performed road inspections with Brett to look at potential projects.
- Took the loader off the John Deere 6210 for Atlantic Tractor to haul and have work performed on it. They found the front engine seal to be leaking and a hole in the radiator coolant tank. They were replaced along with all the oil, fuel, and A.C. filters.
- Return PA 1 calls.

Public Works Employee	Hours Worked
Mike Wenschhof	127
Steve Long	0

Chair Young made a **MOTION** to approve March's Road Report as submitted. The **MOTION** was **SECONDED** by Vice-Chair Kellett. The motion carried unanimously (3-0).

EMS, Fire, & Police Reports

Adams Regional Emergency Medical Service (AREMS) did not submit the monthly report.

Mr. Gulden read the fire report from the Fire Chief. Greenmount Fire Department had 6 calls in the month of March:

- 3 residential structure fires.
- 1 commercial fire.
- 1 BLS motor vehicle accident.
- 1 transfer.

Of those calls: 1 was in Freedom Township, 2 in Frederick County, MD, 1 in the Gettysburg Borough, and 1 in Mount Pleasant Township.

Mr. Buchheit reminded the Board that the PennDOT will be closing both lanes of US-15 from April 19 to April 22 and to expect large traffic delays. The Board asked Mr. Gulden to add this information to the website.

Lieutenant French presented the police report for March:

Hours Worked	35
911 Calls	1
Traffic Citations	23
Written Warnings	14
Faulty Equipment	0
Felony / Misdemeanor Arrests	0 / 0
Non-Traffic Citations	0
PA State Police Calls	6

Body camera footage over 60-days has been deleted.

Old Business

A. Consider action on stormwater operations and maintenance agreements with Debra and Scott English at 1210 Pumping Station Road, Gettysburg, PA 17325.

Mr. Fenicle stated that is has been a total of 13 months that the Township has given the English family to sign and record the Township Code and state required stormwater operations & maintenance agreement for their home project. The English's have refused to do so unless the Township agrees to pay for a new stormwater plan and all related fees to eliminate their existing stormwater berm. After discussions with the Township's engineer, this is not an option. The current O&M agreement must be completed for the current stormwater system. They could pursue altering their SWM system; however, they would need to contact their engineer/an engineer to have the plans and design updated for review. The process to approval would be handled as a new submission. The issue's timeline has been as follows:

- **March 24, 2023:** 1st O&M agreement notice letter sent from KPI which included a blank O&M agreement.

- **March 30, 2023:** KPI received a call from English to provide them a copy of their approved stormwater management plan set.
- **March 31, 2023:** KPI sent English SWM worksheets and plan set via email.
- **August 2, 2023:** 2nd/final O&M agreement notice letter sent from KPI which included an O&M agreement.
- **October 16, 2023:** O&M agreement request notice sent from Mr. Fenicle.
- **October 23, 2023:** Response letter from English received by Mr. Fenicle.
- **November 13, 2023:** Response letter sent to English from Mr. Fenicle.
- **March 13, 2024:** Meeting with Dominic, Mr. Gulden, Mr. & Mrs. English, which included a specific O&M agreement completion date. Mr. Gulden sent a recap email of meeting, outlining additions to the O&M agreement and deadlines for the Board of Supervisors.
- **March 14, 2024:** Updated O&M agreement sent by KPI to English, which included a specific O&M maintenance scheduled per English request.
- **March 15, 2024:** Updated O&M agreement sent by KPI with two notary sections and attached plan set.
- **March 18-20, 2024 (date unknown):** Mrs. English contacted KPI via phone call to discuss options with Maddie Krantz to update current SWM systems before signing O&M agreement. It was explained to Mrs. English that the current O&M agreement must be completed for the current stormwater system. They could pursue altering their SWM system; however, they would need to contact their engineer/an engineer to have the plans and design updated for review. The process to approval would be handled as a new submission. Red lines to the plans would not be accepted as an appropriate submission nor accepted with the O&M agreement.
- **March 25, 2024:** Certified letter sent by English to Mr. Fenicle (received on 4/9/2024).
- **April 9, 2024:** Email from English received by Freedom Township Officials and KPI. Mr. Gulden responded to this email from English to Freedom Township Officials and KPI.

Vice-Chair Kellett asked if Mr. English would be agreeable to enter the entire timeline packet prepared, including all emails, by KPI Technology to the meeting minutes. A copy was provided to Mr. English at this time. Mr. English agreed that it would be acceptable to add this to the meeting minutes.

Vice-Chair Kellett made a **MOTION** to include the timeline package, including all emails, prepared by KPI Technology to the April 10, 2024, meeting minutes. The **MOTION** was **SECONDED** by Chair Young. The motion carried unanimously (3-0). **This package has been included at the end of these meeting minutes.**

Vice-Chair Kellett asked Mr. Picarelli if Mr. & Mrs. English's counterproposal is permissible per the Township's code, and Mr. Picarelli said no it is not. Mr. Picarelli said the current O&M agreement must be completed for the current stormwater system. They could pursue altering their SWM system; however, they would need to contact their engineer/an engineer to have the plans and design updated for review. The process to approval would be handled as a new submission.

Vice-Chair Kellett stated that the English email, dated April 9, 2024, said that Mr. Gulden is at fault for this entire matter; however, per Township Code §184-31, the English's are actually at fault. He read the code section, in particular:

1. Prior to the final approval of the SWM site plan, **the property owner shall sign and record an O&M agreement** binding the property owner to conduct all maintenance activities identified in the approved O&M plan for all stormwater control facilities which are to be privately owned.
 - (4) The O&M plan shall be recorded with the Adams County Recorder of Deeds. **A receipt verifying such recordation shall be provided to the Township.**

Vice-Chair Kellett continued that the Township has given Mr. & Mrs. English over 13 months to settle this matter out of court. He said approximately 15 other properties were in similar situations, and they have completed this task with no issues.

Vice-Chair Kellett made a **MOTION** to authorize the Township Solicitor to file court documents to enforce the Township's Stormwater Management Ordinance at 1210 Pumping Station Road, Gettysburg, PA 17325. The **MOTION** was **SECONDED** by Chair Young. The motion carried unanimously (3-0).

2. **Consider approval of Ordinance 2024-01, which would amend Section 2, Subsections D, E, and F of the Volunteer Service Tax Credit by changing the eligibility period to December 16th through December 15th and due dates of various applications to January 1st.**

Mr. Gulden stated that the Greenmount Fire Department recommends approval of the changes, and the ordinance has been properly advertised in the Gettysburg Times.

Vice-Chair Kellett made a **MOTION** to approve Ordinance 2024-01. The **MOTION** was **SECONDED** by Chair Young. The motion carried unanimously (3-0).

New Business

A. Discussion and consider advertisement of the 2024 road project(s).

Mr. Johnston stated that he met with Mr. Wenschhof and Chair Young to look at potential road projects, and it is recommended that the Township pave Boyle Road and include ditching this year; however, it should be bid out the following three ways for budgeting purposes:

1. 1st half of Boyle Road;
2. 2nd half of Boyle Road; and
3. The entirety of Boyle Road.

Vice-Chair Kellett made a **MOTION** to advertise the project of paving and ditching for Boyle Road based on PennDOT's recommendations – 1st half of Boyle Road, 2nd half of Boyle Road,

and the entirety of Boyle Road. The **MOTION** was **SECONDED** by Chair Young. The motion carried unanimously (3-0).

Other Business

None

Public Comment

None

Adjournment

There being no further business, Chair Young made a **MOTION** to adjourn. The **MOTION** was **SECONDED** by Vice-Chair Kellett. Chair Young adjourned the meeting at 7:31 P.M.

English Property O&M Timeline

- March 24, 2023: First O&M agreement notice letter sent from KPI which included a blank O&M Agreement.
 - March 30, 2023: KPI received a call from English to provide them a copy of their approved Stormwater Management Plan Set.
 - March 31, 2023: KPI sent English SWM worksheets and plan set via email.
 - August 2, 2023: Second/Final O&M agreement notice letter sent from KPI which included an O&M Agreement.
 - October 16, 2023: O&M Agreement Request notice sent from Linus.
 - October 23, 2023: Response Letter from Mr. & Mrs. English received by Linus.
 - November 13, 2023: Response Letter sent to Mr. & Mrs. English from Linus.
 - March 13, 2024: Meeting with Dominic, Zach, and Mr. & Mrs. English to discuss O&M Agreement completion. Zach sent recap email of meeting, outlining additions to the O&M agreement and deadlines for the BOS.
 - March 14, 2024: Updated O&M agreement sent by KPI to Mr. & Mrs. English which included a specific O&M maintenance schedule, per Mr. & Mrs. English's request.
 - March 15, 2024: Updated O&M agreement sent by KPI with two notary sections and attached plan set.
 - March 18-20, 2024 (unsure exact date): Deb English contacted KPI (via phone call) to discuss options, with Maddie Krantz, to update current SWM systems before signing O&M agreement. It was explained to Mrs. English that the current O&M agreement must be completed for the current stormwater system. They could pursue altering their SWM system; however, they would need to contact their engineer/an engineer to have the plans and design updated for review. The process to approval would be handled as a new submission. Red lines to the plans would not be accepted as an appropriate submission nor accepted with the O&M agreement.
 - March 25, 2024: Certified Letter sent by Mr. & Mrs. English to Linus (Received 4/9/2024).
 - April 9, 2024: Email from Mr. & Mrs. English received by Freedom Township Officials and KPI. Zach responded to this email from Mr. & Mrs. English to Freedom Township Officials and KPI.
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**SUPERVISORS OF FREEDOM TOWNSHIP
ADAMS COUNTY, PENNSYLVANIA**

BOARD OF SUPERVISORS:
Matt D. Young, Chairman
Paul C. Kellett, Vice-Chairman
Brett T. Johnston

TOWNSHIP MANAGER:
Zachary R. Gulden, MPA

March 24, 2023

Mr. Scott & Debra English
1210 Pumping Station Road
Gettysburg, PA 17325

Re: Stormwater Management Plan Operation and Maintenance Agreement

Dear Mr. English,

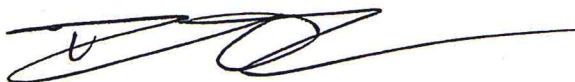
When you received Conditional Approval for your Stormwater Management Plan, you were required to have a signed Operation & Maintenance Agreement recorded in the Adams County Courthouse. It has come to our attention that this was not done (or we have not received a copy of the Operation & Maintenance Agreement that was recorded).

Enclosed, please find the standard Operation & Maintenance Agreement. You will need to have this signed (and notarized) and returned to Freedom Township for their signature. After Freedom Township has signed the Operation & Maintenance Agreement, you will need to record the agreement and provide a copy to Freedom Township with proof that it was recorded.

We are requesting that you provide the Signed (and notarized) Operation & Maintenance Agreement within 10 days of receiving this letter.

If there are any questions regarding this letter, please do not hesitate to contact me at our Gettysburg office at 717-339-0612 or via email at dominicp@kpitech.net.

Sincerely,



Dominic Picarelli, M.S., S.E.O.

Maddie Krantz

From: Dominic Picarelli <dominicp@kpitech.net>
Sent: Thursday, March 30, 2023 9:45 AM
To: Maddie Krantz
Subject: Fwd: Summit Voice Message: From [SCOTT ENGLISH] To 1010
Attachments: 202303300811_from_4109376953_to_1010.wav

Listen and call me please

Sent from my iPhone

Begin forwarded message:

From: Gil Picarelli <gilp@kpitech.net>
Date: March 30, 2023 at 8:52:25 AM EDT
To: Dominic Picarelli <dominicp@kpitech.net>
Subject: Fwd: Summit Voice Message: From [SCOTT ENGLISH] To 1010

Sent from my iPhone, please excuse any errors. Gil

Begin forwarded message:

From: pbx@kpitech.net
Date: March 30, 2023 at 8:16:44 AM EDT
To: gilp@kpitech.net
Subject: Summit Voice Message: From [SCOTT ENGLISH] To 1010

System: Vertical Summit, Domain: kpitech.net

Date MAR/30/2023, Time 08:11:40 AM

Caller [SCOTT ENGLISH 4109376953]
Callee [STA 1010]

Maddie Krantz

From: Maddie Krantz <maddiek@kpitech.net>
Sent: Friday, March 31, 2023 11:33 AM
To: debengli@aol.com
Cc: Dominic Picarelli
Subject: SWM O&M Agreement
Attachments: 191540_Calculations REV.pdf; 191540_REV Plan Set.pdf

Hello Mr. & Mrs. English,

As requested on the phone call with Dominic this morning, here is a copy of the files that we have for your property that were approved on May 31, 2019. I have attached two pdfs, one is the stormwater management worksheet and the other is the Erosion & Sedimentation/Stormwater Management plan set.

Please do not hesitate to contact us with any questions or concerns.

Have a great weekend!

Maddie Krantz



KPI Technology

143 Carlisle Street

Gettysburg, PA 17325

Phone: 717.339.0612

Fax: 717.339.0717

****DISCLAIMER**

This e-mail message and any files transmitted with it are intended for the use of the individual or entity to which they are addressed and may contain information that is privileged, proprietary and confidential. If you are not the intended recipient, you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this communication in error, please notify the sender and delete this e-mail message. The contents do not represent the opinion of KPI Technology except to the extent that it relates to their official business.

 Please consider the environment before printing this e-mail

Freedom Township Municipal Stormwater Management Simplified Design Approach Worksheet A

Property Owner's Name SCOTT & DEBRA ENGLISH

Owner's Address 1210 PUMPING STATION RD, GETTYSBURG

Phone Number _____

Email Address _____

Property Address SAME

Tax Map Parcel ID # 13E15-0017B--000

Parcel Size (approx) 31.97 AC.

A Sketch Plan must be included and show the following:

Total existing impervious area on the property	<u>22,446 SF</u>
New impervious area proposed	<u>6,010 SF</u>
Total impervious area on the property after project completion	<u>28,456 SF</u>

Are there any known existing drainage problems or the potential for the proposed project to create drainage problems? (if yes, please explain)

Acknowledgement – I declare that I am the property owner, or representative of the owner, and that the information provided is accurate to the best of my knowledge. I understand that stormwater may not adversely affect adjacent properties or be directed onto another property without written permission of the affected owner(s). I also understand that false information may result in a stop work order or revocation of permits. Municipal representatives are also granted access to the property for review and/or inspection of this project if necessary.

Applicant Signature _____ Date: _____

Notary: _____ Date: _____

My Commission expires _____

To be completed by authorized municipal official

Type of Stormwater Management Required:*

- Exempt from stormwater management plan preparation (Worksheet A and Sketch Plan) _____
- Minor stormwater management site plan preparation (Complete Worksheets A&B to determine necessary BMP's) _____
- Formal stormwater management plan preparation (Consult a professional) _____

Determined by: _____ Date: _____

* Based on information provided on this Worksheet and a Sketch Plan received on _____.

Freedom Township Municipal Stormwater Management Simplified Design Approach Worksheet B

Step 1: Determine the amount of impervious area created by the proposed projects. This includes any new surface area that inhibits the infiltration of stormwater into the ground. New stone and gravel areas are considered impervious. The measurement of impervious areas shall be from the footprint on the ground, including any overhang areas, where applicable (i.e., roof eaves, decks). Existing impervious areas are not included in this calculation.

Table # 1

Surface	Length	x	Width =	Total Impervious Area (SF)
Buildings	SEE		PLAN	3,260
Buildings				
Driveways	SEE		PLAN	2,500
Parking Areas				
Patios/Walkways	83.3'		3'	250
Decks				
Other				
			Total Proposed Impervious Area =	6,010

Step 2: Determine the Disconnect Impervious Area (DIA). All or parts of proposed impervious surfaces may qualify as Disconnected Impervious Area if runoff is directed to a pervious area that allows for infiltration, filtration and increased time of concentration. The volume of stormwater that needs to be managed could be reduced through DIA. Prepare a Minor Stormwater Management Site Plan to determine DIA.

Determining Status of DIA

- a) Determine contributing area of the roof/driveway to each disconnected discharge. If it's 500 ft² or less (for a roof) or 1,000 ft² or less (for a driveway), continue to "b". If it's greater than these amounts, the area does not qualify as a DIA.
- b) Determine the length of down slope pervious flow path available for each disconnected discharge.
- c) Determine the % slope of the pervious flow path, % slope = (rise/ run) x 100. Must be 5% or less.
- d) If the available length of the flow path is equal to or greater than 75 ft, the discharge qualifies as entirely disconnected.

Partial Disconnections		
Length of Pervious Flow Path* (ft) Lots 10,000 ft ² and Under	Length of Pervious Flow Path* (ft) Lots >10,000 ft ²	DIA Credit Factor
0 - 7.9	0 - 14	1.0
8 - 15.9	15 - 29	0.8
16 - 22.9	30 - 44	0.6
23 - 29.9	45 - 59	0.4
30 - 34.9	60 - 74	0.2
35 or more	75 or more	0

*Pervious flow path must be at least 15 feet from any impervious surface and cannot include impervious surfaces.

Using step 2 calculations calculated from the minor stormwater site plan, complete the table below. This will determine the impervious area that may be excluded from the area that needs to be managed through stormwater management BMP's. If total impervious area to be managed is zero, the area can be considered entirely disconnected and further calculations are not needed.

Table #2

Surface	Area(SF)	X	DIA Credit	Impervious Area to be Managed(SF)
Buildings A	292		1	292
Buildings B	465		0	0
Buildings C	280		0	0
Buildings D	74		1	74
Buildings E	480		0	0
Buildings F	425		0	0
Buildings G	385		0	0
Buildings H	385		0	0
Buildings I	182		0	0
Buildings J	292		0	0
Driveways	2500		0	0
Driveways				
Conc. Walk	250		1	250
Existing Surface				
Buildings	3840		1	3840
Driveways	3650		1	3650

TOTAL: 616 SF

TOTAL: 7490 SF

*If total impervious surface area to be managed is greater than zero, continue to Step 3.

Freedom Township Municipal Stormwater Management Simplified Design Approach Worksheet B

Step 3: Calculate the volume of stormwater runoff created by proposed impervious surfaces.

Impervious Area (SF) to be Managed (Sum from Table 2)	x	0.267 (FT)	=	Volume of Stormwater to be Managed (CF)
PROPOSED = 616				164.5
EXISTING = 7490		0.267		1999.8

3.2 (IN) two-year 24-hour rainfall, converted to (FT)

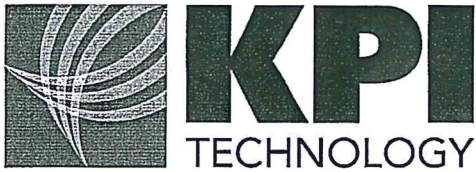
Step 4: Select BMP's and size according to the volume of stormwater that needs to be managed in Step 3.

Table # 2 - BMP Sizing Table*

BMP Type	Necessary Volume** (from Step 3 above)	Length	Width	Depth	Void Ratio	Volume ***
Infiltration Bed or Trench	164.5	21	10	2	0.4	168
Infiltration Berm	1999.8	111.1	12	1.5	1	1999.8
Rain Garden					0.4 in stone 1.0 above ground	
Rain Barrel or other usable storage		Use known volume of rain barrel, etc. 1 cubic foot is equal to 7.48 gallons.			1	
Other						

* Chart should only be used when a formal SWM Site Plan is not required.

** Should not include areas that were proven to be 100% disconnected



MEMORANDUM

Memo to: Freedom Township Board of Supervisors

Memo from: Brandon L. Guiher, P.E. *BG*

Subject: Scott & Debra English Property
1210 Pumping Station Road
Stormwater Management Plan (submitted 5/22/19)

Date: May 31, 2019

cc: Scott & Debra English, owners
Gary Trimmer, builder
Russell Ryan, Adams County Conservation District

This memorandum is in regard to the submitted Stormwater Management Plan, prepared by Group Hanover, Inc., for proposed improvements at 1210 Pumping Station Road. The existing use of the 32-acre property is agricultural.

The proposal is to construct a residence and associated driveway connection, total proposed impervious area of approximately 6,010 square feet. Stormwater Management will be accomplished by utilizing disconnected impervious areas and an infiltration trench. Additionally, an infiltration berm is proposed for management of existing structures on the property. The plan appears to be **ADEQUATE**, however, the following applies:

- 1) By copy of this letter the applicant has hereby been advised of the following Pennsylvania State requirements related to proposed earth moving activities:
 - a) Earth moving activities, which will disturb greater than 5,000 square feet require that an Erosion & Sediment Control Plan, meeting the requirements of (Title 25, Chapter 102) be prepared and kept on site during earth moving activities. The Adams County Conservation District must be notified when proposed disturbance will exceed 5,000 square feet.
 - b) Earth moving activities, which will disturb greater than 1 acre over the life of the project require that the Erosion & Sediment Control Plan be submitted to the Adams County Conservation District for review and approval and require that an NPDES Permit be obtained. The Adams County Conservation District can be contacted for details.

Knoebel, Picarelli, Inc.

2) The owner must contact KPI to schedule an inspection upon completion of the project.

If there are any questions regarding these comments, please contact me at our Gettysburg office or via email at brandong@kpitech.net.

Scott & Debra English
1210 Pumping Station Road
Gettysburg, PA 17325

Re: Stormwater Management Plan Operation and Maintenance Agreement

Dear Mr. English:

This is your second and final notice in accordance with the first deficiency letter sent on March 15, 2023. When you received Conditional Approval for your Stormwater Management Plan, you were required to have a signed Operation & Maintenance Agreement recorded in the Adams County Courthouse. It has come to our attention that this was not done (or we have not received a copy of the Operation & Maintenance Agreement that was recorded).

Enclosed, please find the standard Operation & Maintenance Agreement. You will need to have this signed (and notarized) and returned to Freedom Township for their signature. After Freedom Township has signed the Operation & Maintenance Agreement, you will need to record the agreement and provide a copy to Freedom Township with proof that it was recorded.

We are requesting that you provide the Signed (and notarized) Operation & Maintenance Agreement within 10 days of receiving this letter. This is the FINAL NOTICE. Failure to comply with the required course of action in this letter will result in the Township commencing enforcement proceedings against you. Enforcement proceedings may consist of, but not limited to, revoking of permits and daily fines.

If there are any questions regarding this letter, please do not hesitate to contact me or Maddie Krantz at our Gettysburg office or via email at dominicp@kpitech.net or maddiek@kpitech.net.

Knoebel, Picarelli, Inc.

October 16, 2023

Linus E. Fenicle, Esquire
LFenicle@ReagerAdlerPC.com
Direct Dial: (717) 909-6947

VIA CERTIFIED MAIL AND U.S. MAIL

Scott & Debra English
1210 Pumping Station Road
Gettysburg, PA 17325

RE: Operation & Maintenance Agreement

Dear Mr. English,

We are the Solicitor for Freedom Township, Adams County. The Board of Supervisors has requested that I send this letter to you.

You have previously been requested by KPI Technology, the Township Engineer, to execute an Operation & Maintenance Agreement for the Stormwater Management Plan for your property. I believe that the last time this was brought to your attention by KPI was in August of this year. I am informed that you have not signed the Operation & Maintenance Agreement for your property and your stormwater facilities.

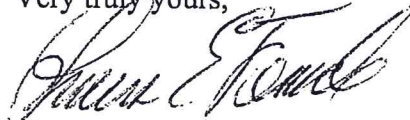
Having this document executed by you and having your signature notarized is of extreme importance to the Township. This was to have been done previous to your work in installing the facilities, but it did not occur. The Township stormwater management ordinance requires an Operation & Maintenance Agreement in Article 5. The purpose of requiring such an Agreement is not only for the installation of the facilities, but the recording of the Agreement with the Recorder of Deeds puts all purchasers of your property on notice that these facilities must be maintained and kept in good operating order. Again, as I have stated, this Agreement is required pursuant to Article 5 of the ordinance and specifically, Section 184-31.

I am forwarding this Agreement to you and I am requesting that you immediately sign and have your signature notarized. The Township Secretary is a notary and this can be done by him. The ramifications of you not signing and executing this Agreement will result in the Township having no alternative but to file legal action with the Court and the Township will hold you responsible for the legal fees necessary in filing and pursuing any such legal action.

Scott & Debra English
October 16, 2023
Page 2

The Township does not wish to commence litigation in this matter. The Township wants your cooperation and is giving you the opportunity to cooperate and get this Agreement executed. I would request that you immediately execute this Agreement and have your signature notarized and return it to the Township by October 27, 2023 so that the Township can then approve it and sign it and we can get this recorded. Thank you for your anticipated cooperation.

Very truly yours,



Linus E. Fenicle

LEF:cdw
Enclosure

cc: KPI Technology, *via email* (dominicp@kpitech.net)
Zach Gulden, *via email*

October 23, 2023

Debra & Scott English
1210 Pumping Station Road
Gettysburg, PA 17325

Dear Mr. Fenicle,

We received a letter dated October 16, 2023 from your office requesting signatures on an O&M document for stormwater management. You are asking we complete your request by October 27, 2023. This is not a reasonable amount of time to determine responsibility for error, use or requirements of your request.

We built and moved in our home in the summer of 2020, we followed all construction requirements, all construction details per our engineered plan, completed all required inspections approved through Adams County. We received our final inspection and approval for our Use and Occupancy and moved in.

Your letter states we are delinquent in filling out this required paperwork. This O&M document submitted with your October 16th letter was never presented nor discussed with us during design, construction, settlement, or our final inspections until now, almost 4 years later.

My question is:

- 1) Why were these documents not presented to us during the appropriate time frame?
- 2) Who was the responsible party that was delinquent in NOT presenting these documents to us, the homeowner.

Shouldn't your request or court threats be directed at that entity? It seems that would be the responsible party to provide a resolution or for you to take legal action.

Can you also please provide to us:

- 1). With the ordinance that requires recourse after settlement and recordation against a property owner.
- 2). What fines or fees could be placed on us as property owners if this is not signed?
- 3). Or any other violation or fines we would incur since this was not our error or responsibility – as at the time we had no idea this document existed or was required.

Thank you in advance,
Debra & Scott English

November 13, 2023

Linus E. Fenicle, Esquire
LFenicle@ReagerAdlerPC.com
Direct Dial: (717) 909-6947

Mr. and Mrs. Scott English
1210 Pumping Station Road
Gettysburg, PA 17325

Re: Operation and Maintenance Stormwater Management Agreement

Dear Mr. and Mrs. English:

This references your letter to me of October 23, 2023. I am enclosing a copy of the Stormwater Management Ordinance of Freedom Township for your information.

That ordinance provides in Section 184-30, Article 5, *Operation and Maintenance*, certain requirements for operation and maintenance of stormwater facilities. The stormwater facilities on your property are privately owned facilities. Section 184-31 provides that the property owner and their heirs, successors and assigns are responsible to maintain all stormwater facilities. It also provides in paragraph A that the O & M Agreement shall be recorded with the Adams County Recorder of Deeds.

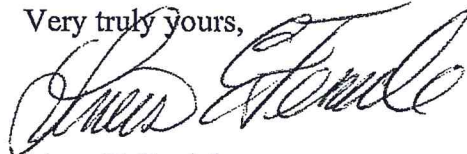
I understand your statement in your letter that you were never required to sign such a document prior to the construction of your home and stormwater facilities. However, there are privately owned stormwater facilities on your property that were approved by the Township. I have previously stated to you that this omission of having you sign an Operation and Maintenance Agreement and have it recorded at the Recorder of Deeds for Adams County prior to final approval of the Stormwater Management Plan was an oversight by the Township.

The Township stands ready to resolve this matter with your signing of an agreement and the Township will have it recorded at the Office of the Recorder of Deeds in Adams County. The purpose of this document is to ensure that you and any successor to your property is aware of their maintenance responsibility for the stormwater facilities. If you refuse to sign such an agreement, the Township would be left with no alternative but to file an action in court to require your signature, which could result in the imposition of legal fees and fines under Sections 184-38 and 184-39 of the stormwater ordinance.

Mr. and Mrs. Scott English
November 13, 2023
Page 2

Again, the Township wants to resolve this matter and not have to proceed with further litigation, which will cause you to incur expenses. It is imperative that this matter be taken care of by the date of the Township meeting on December 13, 2023. If it is not, the Township Supervisors will consider appropriate legal action to be taken.

Very truly yours,

A handwritten signature in black ink, appearing to read "Linus E. Fenicle", written in a cursive style.

Linus E. Fenicle

LEF:cdw
Enclosures

cc: Freedom Township, *via email*
KPI Technology, *via email*

Dominic Picarelli

From: Zach Gulden - Freedom Township <zgulden@freedomtwp.org>
Sent: Wednesday, March 13, 2024 9:31 PM
To: debengli@aol.com
Cc: Dominic Picarelli; Maddie Krantz; Linus Fenicle
Subject: Meeting follow-up

Mrs. English,

The board agreed to 1) reimburse you for the swm O&M agreement's county recording fees and 2) extend the deadline to have the signed and notarized document to me by April 2nd. This is the date they choose, because I need to post our meeting agenda on the 3rd. I can meet you at the township office some night and notarize this for you both for free. I'll just need your driver's licenses. The document will then need to be recorded at the court house by April 30th.

As stated at our meeting, Dominic or Maddy is going to email you an updated O&M agreement with the requested addition of the maintenance schedule.

Our meeting for April is on the 10th at 7pm. The board will need to approve the O&M agreement at this meeting. This approval process is done with every agreement. Our chair will sign the document after the meeting, then I will mail you the document to be recorded with instructions. I will need a copy of the recording receipt, copy of the recorded document in its entirety, and a copy of the county fee receipt for reimbursement. The reimbursement check will be mailed after the May meeting, so you should get it mid to late May.

Let me know if you have any questions.

Zach Gulden, MPA
Township Manager & Zoning Officer
Freedom Township
2184 Pumping Station Road
Fairfield, PA 17320
Phone: 717-873-0475
www.freedomtownship.us

Dominic Picarelli

From: Maddie Krantz <maddiek@kpitech.net>
Sent: Thursday, March 14, 2024 11:02 AM
To: debengli@aol.com
Cc: Dominic Picarelli; Linus Fenicle; Zach Gulden - Freedom Township
Subject: RE: Meeting follow-up
Attachments: English O&M agreement-Highlighted.pdf; English O&M agreement.pdf; 191540_REV Plan Set.pdf

Good morning Mrs. English,

As requested, an updated Operations & Maintenance Agreement is attached to this email. A maintenance schedule has been added to #2 of the agreement. One pdf is highlighted to call out the updates that were made, the other is a clean copy. I have also attached a pdf of the plan set.

Please do not hesitate to contact me with any questions or concerns.

Thank you,

Maddie Krantz, E.I.T.



KPI Technology

143 Carlisle Street

Gettysburg, PA 17325

Phone: 717.339.0612

Fax: 717.339.0717

****DISCLAIMER**

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 Please consider the environment before printing this e-mail

APPENDIX A

**STORMWATER MANAGEMENT PRACTICES, FACILITIES, AND SYSTEMS
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between Scott & Debra English, of 1210 Pumping Station Road Gettysburg, PA, 17325, (hereinafter the "Landowner"), and FREEDOM TOWNSHIP, Adams County; Pennsylvania, (hereinafter "Municipality");

RECITALS

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 6475 at Page 0461, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property, or has become the owner of the property at or after the time that the Property has been developed; and

WHEREAS, the Subdivision Plan, and/or Land Development Plan, and/or Stormwater Management Plan (hereinafter "Plan") for the Property identified herein, as approved or to be approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Stormwater Management Facilities and Best Management Practices (BMPs). The Plan is identified as follows: Stormwater Management & Soil Erosion & Sediment Control Plan Scott & Debra English by Group Hanover, Inc.

The Plan is incorporated in this Agreement by reference; and

WHEREAS, the Municipality and the Landowner agree that the health, safety, and welfare of the residents of the Municipality require that on-site Stormwater Management Facilities and BMPs be maintained on the Property: and

WHEREAS, for the purpose of this agreement, the following definitions shall apply:

Best Management Practices (BMPs) – stormwater structures, facilities, and techniques to maintain or improve the water quality of surface runoff.

Stormwater Management Facilities – any structure, natural or man-made, that (due to its condition, design, or construction) conveys, stores and/or otherwise affects stormwater runoff. Such facilities include, but are not limited to, detention or retention basins, open channels, storm sewers, pipes, and infiltration structures.

WHEREAS, the Municipality requires in Article VII of its Stormwater Management Ordinance that all Stormwater Management Practices, Facilities, Systems, and BMPs be maintained;

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals stated above are incorporated herein.
2. Maintenance by Landowner. The Landowner shall maintain the Stormwater Management Facilities and the BMPs, as shown on the Plan, in good working order in accordance with the specific maintenance requirements noted below and on the Plan, which Plan is incorporated herein by reference.
 - The owner shall inspect stormwater management facilities annually and after every rainfall event totaling one inch or more in a twenty-four hour period.
 - The owner shall follow the following maintenance schedule:
 - Remove any debris or obstructions from downspouts.
 - Sediment accumulation should be monitored seasonally. Remove accumulated sediment (3" depth) and debris.
 - Remove noxious weeds and invasive plants.
 - Maintain a healthy stand of grass by mowing biannually and repairing eroded areas.
3. Entry onto Property for Inspection. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, in inspect the Stormwater Management Facilities, Systems, and BMPs whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. Failure to Maintain is a Nuisance; Abatement by Municipality. In the event the Landowner fails to maintain the Stormwater Management Practices, Facilities, Systems, and BMPs as shown on the Plan in good working order, the parties hereto agree that such failure shall be deemed a nuisance. The Municipality may enter upon the Property and take whatever action it deems necessary to effectuate the maintenance and thereby abate the nuisance. This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

5. Recovery of Expenditures by Municipality; Municipal Lien. In the event the Municipality, pursuant to the Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses incurred, plus ten per cent (10%) within 10 days of the mailing of an Invoice from the Municipality to the Landowner at his or its last known address. If such payment is not made with the 10-day period, the Municipality may place a municipal lien against the Property pursuant to the procedures contained in the Pennsylvania municipal lien law, 53 P.S. §7011, et seq. as amended.
6. Indemnification by Landowner. The Landowner, hereby indemnifies the Municipality and its employees and agents against all damages, casualties, occurrences or claims which might arise or be asserted against said it or them arising from the construction, presence, existence, or maintenance of the Stormwater Management Practices, Facilities, Systems, and BMPs by the Landowner or by the Municipality. In the event that a claim is asserted against the Municipality, its employees or agents, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his or its own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or agents shall be entered, the Landowner shall pay all costs and expenses regarding said judgment or claim.
7. Covenant Running with Property. This Agreement shall be covenant running with the Property, and shall be binding on the Landowner's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto either individually or by their authorized officers set their, hands and seals the date and year first above written:

Attest:

FREEDOM TOWNSHIP

Its Secretary

[seal]

Its Chairman

Witness:

, Landowner

, Landowner

COMMONWEALTH OF PENNSYLVANIA COUNTY OF
ADAMS

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Freedom Township Board of Supervisors, and that as such and being duly authorized to do so, he executed the forgoing instrument for the purpose therein contained.

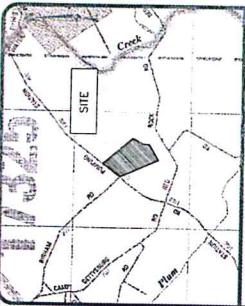
Notary Public
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
ss: COUNTY OF ADAMS

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Landowners, and acknowledged that they executed same for the purposes therein contained.

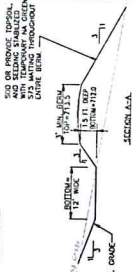
IN WITNESS WHEREOF, I have here unto set my hand and official seal.

Notary Public
My commission expires:



LOCATION MAP
SCALE: 1"=2000'
USGS THE MAP PEOPLE PERMITTED USE NO. 20408119

CONTRACTOR SHALL VERIFY TO THE SURETY THAT THE SOIL ON THE PROPERTY IS NOT CONTAMINATED BY ANY HAZARDOUS MATERIALS. THE CONTRACTOR SHALL TRIGGER THE NECESSARY PERMITS FOR TESTING AND MAINTAINING THE APPROPRIATE RECORDS AND TESTING REQUIREMENTS.



NOTES

- 1) REMOVE TOPSOIL IN AREA OF INSTALLATION OF BERM AND SOIL IN INFILTRATION BERM. BERM SHALL BE 8" HIGH AND 12" WIDE. SOIL IN THE INFILTRATION BERM SHOULD NOT BE REUSED. THE SOIL SHALL BE PLACED IN A PILE TO BE REUSED. THE SOIL SHALL BE PLACED IN A PILE TO BE REUSED.
- 2) SOIL IN THE INFILTRATION BERM SHOULD NOT BE REUSED. THE SOIL SHALL BE PLACED IN A PILE TO BE REUSED.
- 3) SEDIMENT ACCUMULATION SHALL BE MONITORED SEASONALLY. IT SHALL BE REPORTED.
- 4) BERM SHALL BE KEPT FREE FROM WEEDS AND BRUSH AND OTHER WEEDY MATERIAL. SHALL BE MAINTAINED, ROOTS OR OTHER WEEDY MATERIAL SHALL BE MAINTAINED.
- 5) BERM SHALL BE KEPT FREE FROM WEEDS AND BRUSH AND OTHER WEEDY MATERIAL. SHALL BE MAINTAINED.
- 6) BERM SHALL BE KEPT FREE FROM WEEDS AND BRUSH AND OTHER WEEDY MATERIAL. SHALL BE MAINTAINED.
- 7) BERM SHOULD BE MONITORED ON ANNUAL BASIS.

INFILTRATION BERM
NOT TO SCALE

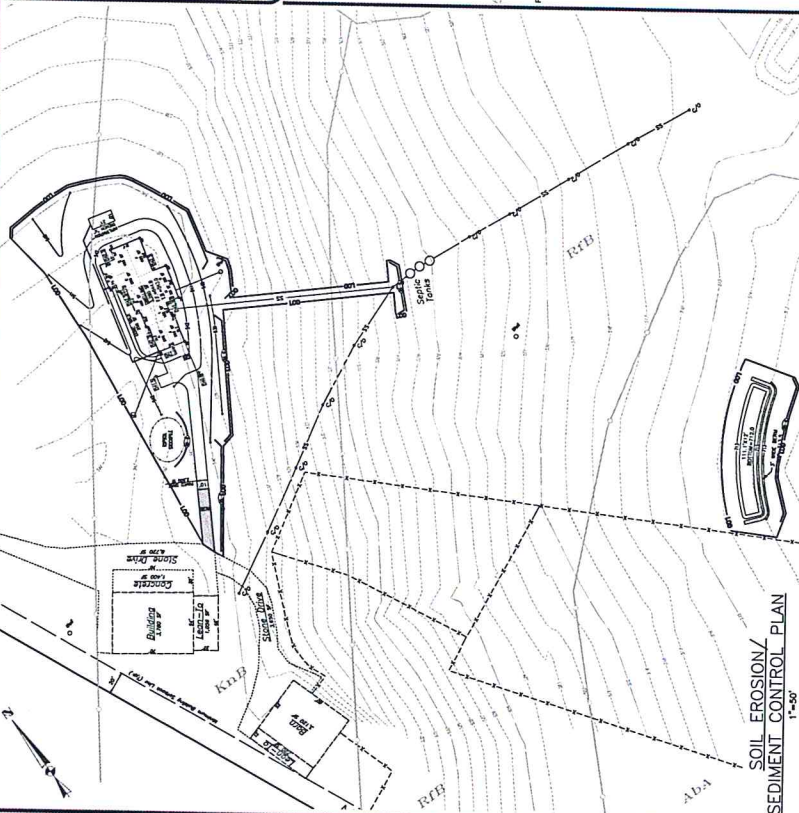
PINCEL ID: 15E15-001716-000
SUBSCRIPTION: 1/1/2020 TO 1/1/2021
DEED: BK 8475, PG 0461

GHI ENGINEERS
Group Engineers, Inc.
611 Oakdale Street
P.O. Box 100
Pittsburgh, PA 15206
Tel: 412.261.5555
Fax: 412.261.5556
Website: www.ghe.com

NO.	DATE	DESCRIPTION	BY

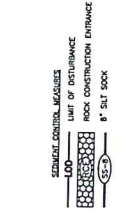
STORMWATER MANAGEMENT & SOIL EROSION & SEDIMENT CONTROL PLAN
SCOTT & DEBRA ENGLISH
LOT 2 - DAVID M. ENGLISH SUBDIVISION
1210 PUMPING STATION ROAD

FREEDOM TOWNSHIP
ADAMS COUNTY, PENNSYLVANIA
DATE: 09/17/2019 PROJECT NO.: 19164D
DRAWN BY: GHE
CHECKED BY: GHE
SCALE: 1"=20' (OVERLAYING PAGE: 1)



SOIL EROSION / SEDIMENT CONTROL PLAN
1"=50'

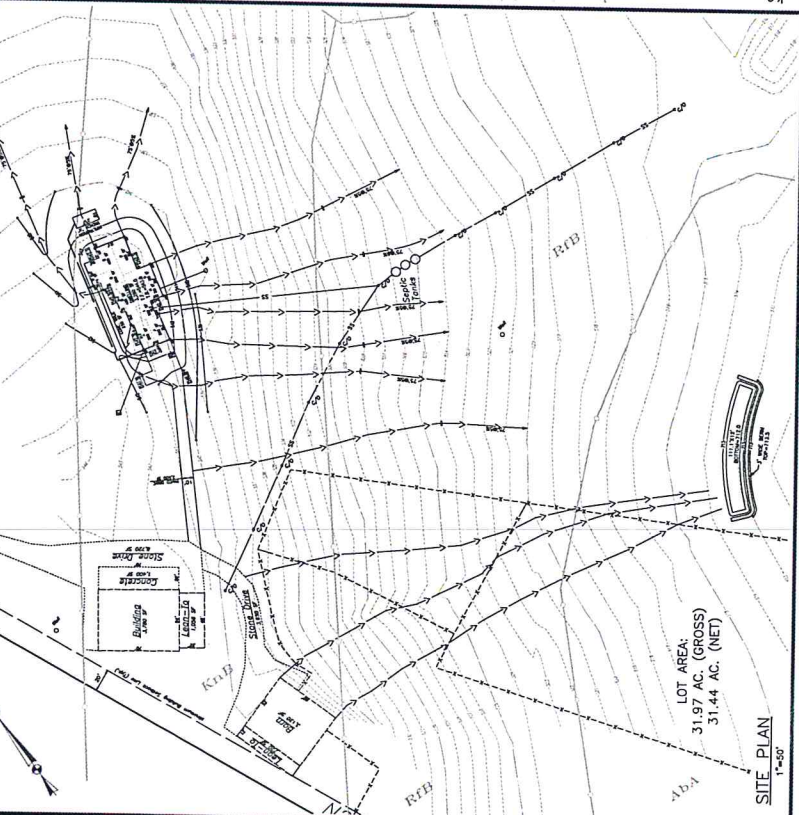
LOD=42,000 SF



LEGEND

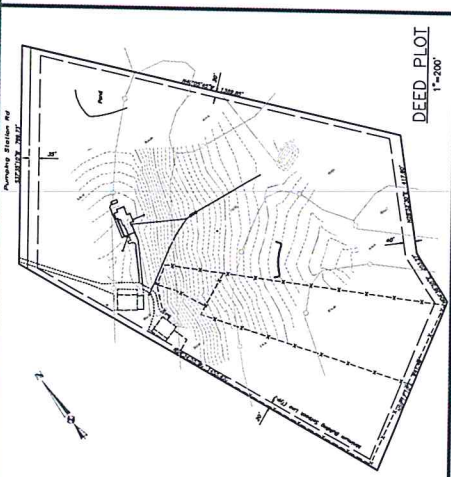
- | | |
|------------------------------|--------------------------|
| EXISTING | PROPOSED |
| CONTOUR | CONTOUR |
| SPOT ELEVATION | SPOT ELEVATION |
| FINISHED FLOOR ELEVATION | FINISHED FLOOR ELEVATION |
| BASEMENT FLOOR ELEVATION | BASEMENT FLOOR ELEVATION |
| DOWNPOUT | DOWNPOUT |
| SOLE BOUNDARY | SOLE BOUNDARY |
| Represents Existing Features | |

- NOTES:**
1. TOPOGRAPHY IS FROM A FIELD RUN SURVEY BY GHI ENGINEERS AND SURVEYS IN APRIL 2019 - DATUM ASSUMED.
 2. ALL EXISTING TREES SHALL BE PRESERVED TO THE GREATEST EXTENT POSSIBLE.
 3. A MAXIMUM OF 500 SF OF ROOF AREA MAY BE DIRECTED TO AN INDIVIDUAL DOWNPOUT.



SITE PLAN
1"=50'

LOT AREA:
31.97 AC. (GROSS)
31.44 AC. (NET)



DEED PLOT
1"=500'

Maddie Krantz

From: Maddie Krantz <maddiek@kpitech.net>
Sent: Friday, March 15, 2024 3:42 PM
To: debengli@aol.com
Cc: Dominic Picarelli; Linus Fenicle; Zach Gulden - Freedom Township
Subject: RE: Meeting follow-up
Attachments: English O&M Agreement with Plans.pdf

Good afternoon Mr. and Mrs. English,

I made an update to the O&M agreement to include two notaries, so that each of your landowner signatures can be notarized. Please utilize and review the updated O&M Agreement attached.

If you have any questions, please do not hesitate to contact me.

Have a good weekend!

Maddie Krantz, E.I.T.



KPI Technology

143 Carlisle Street

Gettysburg, PA 17325

Phone: 717.339.0612

Fax: 717.339.0717

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 Please consider the environment before printing this e-mail

APPENDIX A

STORMWATER MANAGEMENT PRACTICES, FACILITIES, AND SYSTEMS MAINTENANCE AND MONITORING AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between Scott & Debra English, of 1210 Pumping Station Road Gettysburg, PA, 17325, (hereinafter the "Landowner"), and FREEDOM TOWNSHIP, Adams County; Pennsylvania, (hereinafter "Municipality");

RECITALS

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 6475 at Page 0461, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property, or has become the owner of the property at or after the time that the Property has been developed; and

WHEREAS, the Subdivision Plan, and/or Land Development Plan, and/or Stormwater Management Plan (hereinafter "Plan") for the Property identified herein, as approved or to be approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Stormwater Management Facilities and Best Management Practices (BMPs). The Plan is identified as follows: Stormwater Management & Soil Erosion & Sediment Control Plan Scott & Debra English by Group Hanover, Inc.

The Plan is incorporated in this Agreement by reference; and

WHEREAS, the Municipality and the Landowner agree that the health, safety, and welfare of the residents of the Municipality require that on-site Stormwater Management Facilities and BMPs be maintained on the Property: and

WHEREAS, for the purpose of this agreement, the following definitions shall apply:

Best Management Practices (BMPs) – stormwater structures, facilities, and techniques to maintain or improve the water quality of surface runoff.

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WHEREAS, the Municipality requires in Article VII of its Stormwater Management Ordinance that all Stormwater Management Practices, Facilities, Systems, and BMPs be maintained;

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals stated above are incorporated herein.
2. Maintenance by Landowner. The Landowner shall maintain the Stormwater Management Facilities and the BMPs, as shown on the Plan, in good working order in accordance with the specific maintenance requirements noted below and on the Plan, which Plan is incorporated herein by reference.
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 - Remove any debris or obstructions from downspouts.
 - Sediment accumulation should be monitored seasonally. Remove accumulated sediment (3" depth) and debris.
 - Remove noxious weeds and invasive plants.
 - Maintain a healthy stand of grass by mowing biannually and repairing eroded areas.
3. Entry onto Property for Inspection. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, in inspect the Stormwater Management Facilities, Systems, and BMPs whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
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5. Recovery of Expenditures by Municipality; Municipal Lien. In the event the Municipality, pursuant to the Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses incurred, plus ten per cent (10%) within 10 days of the mailing of an Invoice from the Municipality to the Landowner at his or its last known address. If such payment is not made with the 10-day period, the Municipality may place a municipal lien against the Property pursuant to the procedures contained in the Pennsylvania municipal lien law, 53 P.S. §7011, et seq. as amended.
6. Indemnification by Landowner. The Landowner, hereby indemnifies the Municipality and its employees and agents against all damages, casualties, occurrences or claims which might arise or be asserted against said it or them arising from the construction, presence, existence, or maintenance of the Stormwater Management Practices, Facilities, Systems, and BMPs by the Landowner or by the Municipality. In the event that a claim is asserted against the Municipality, its employees or agents, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his or its own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or agents shall be entered, the Landowner shall pay all costs and expenses regarding said judgment or claim.
7. Covenant Running with Property. This Agreement shall be covenant running with the Property, and shall be binding on the Landowner's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto either individually or by their authorized officers set their, hands and seals the date and year first above written:

Attest:

FREEDOM TOWNSHIP

Its Secretary

[seal]

Its Chairman

Witness:

, Landowner

, Landowner

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Freedom Township Board of Supervisors, and that as such and being duly authorized to do so, he executed the forgoing instrument for the purpose therein contained.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
ss: COUNTY OF ADAMS

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Landowners, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I have here unto set my hand and official seal.

Notary Public
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
ss: COUNTY OF ADAMS

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Landowners, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I have here unto set my hand and official seal.

Notary Public
My commission expires:

Reager & Adler, PC
2331 Market Street
Camp Hill, PA 17011

March 25, 2024

Dear Mr. Fenicle,

We, Scott and Debra English, would like to request the construction storm water drawings be modified to satisfy a requirement with Freedom Township; that the Best Management Practices (BMPs) on our construction plan dated 05/21/2019 be modified / re-designed to mitigate the issue with the current constructed BMPs and the missing required O&M maintenance agreement that was not filed by Freedom Township. Zach Gulden, Freedom Township Manager admitted this issue was 100% his fault in our meeting dated March 13, 2024, at 4:00 PM. Present at the meeting were Zach Gulden, Dominic Picarelli, Scott and Debra English.

The plans show an infiltration berm in the grass field (22 acre +/- drainage area), noted as "infiltration berm" between the elevation of 512-514 noted on page 1 of 2 of the construction drawings. We are requesting this drawing be RED LINED to remove this device and replace the device with sheet flow and utilize the 'less than 5% grade' and 'grass filtration strips' if needed. KPI provided some insight that would work with removal of this device changing to sheet flow with the 5% disconnect or grass filter strips. We would be OK with this change.

The BMP by the dwelling noted as "infiltration trench" will remain as designed and recorded as shown on Page 2 of 2.

This would be a compromise for compliance. Additionally, DEP has changed the rate and volume controls since the development of this plan in 2019. Accepting this proposal would satisfy Freedom Township's requirements for the Clean Water Act and update the plan for recordation to include the missing O&M agreement.

Included with this letter is a sample red line construction plan and O&M agreement of our request, please review. We feel Freedom Township has an opportunity to repair their mistake by making this modification to the construction drawings at their time and cost. This could be done through KPI, Freedom Township's engineering firm.

Thank you,

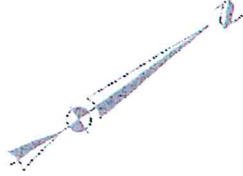
Scott & Debra English
1210 Pumping Station Road
Gettysburg, PA 17325
443-900-3197

SITE PLAN

1"=50'



Appendix (A)



Pumping Station Rd

S37°35'10"W 769.73'

35'

Pond

Sheet Flow Infiltration

Remove Infiltration Berm from plan dated 05/21/2019

Minimum Building Setback Line (Typ.)

20'

40'

N28°52'30"E 417.60'

N04°36'55"E 203.27'

N59°17'10"E 647.49'

S32°52'10"W 769.73'

N45°57'50"W 1388.85'

DEED

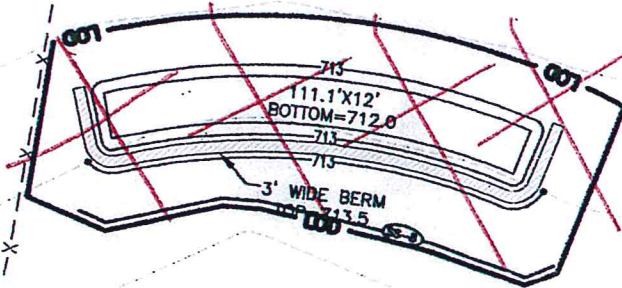
1"=

F:_Misc Job Files\2019\191540 Barry Bechtel-1210 Pumping Station Rd\191540_B.dwg, 5/21/2019 2:34:41 PM, SKF

Appendix (B)

Remove Infiltration Berm from plan dated 05/21/2019

SECTION/ CONTROL PLAN



LOD=42,000 SF

LEGEND

PROPOSED

- 555 — CONTOUR
- + [555.55] SPOT ELEVATION
- F.F. FINISHED FLOOR ELEVATION
- B.F. BASEMENT FLOOR ELEVATION
- _{DS} DOWNSPOUT

SEDIMENT CONTROL MEASURES

- LOD — LIMIT OF DISTURBANCE
- [RCE] ROCK CONSTRUCTION ENTRANCE
- SS-8 — 8" SILT SOCK

TOPOGRAPHY IS FROM A FIELD RUN SURVEY BY GHI ENGINEERS AND ARCHITECTS IN APRIL 2019 - DATUM ASSUMED.

EXISTING TREES SHALL BE PRESERVED TO THE GREATEST EXTENT POSSIBLE.

MAXIMUM OF 500 SF OF ROOF AREA

Appendix (C)

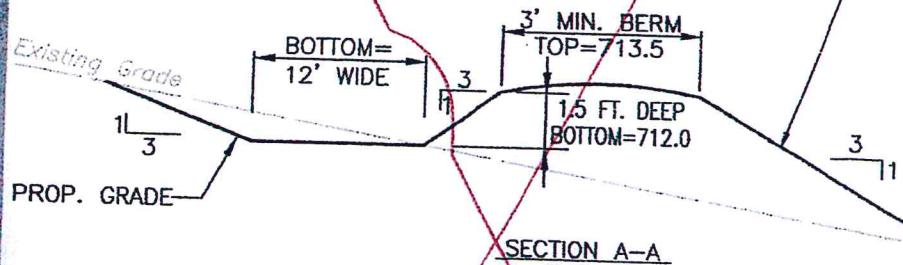
LOCATION MAP

SCALE: 1"=2000'

ADC THE MAP PEOPLE PERMITTED USE NO. 20406119

CONTRACTOR'S OPTION:
THE CONTRACTOR MAY CHOOSE TO STRIP THE SOD OFF THE FOOTPRINT AREA OF THE INFILTRATION BERM FOR REUSE AS STABILIZATION OF 3:1 EMBANKMENTS. IF EXISTING SOD IS NOT USED THE DEVELOPER SHALL STABILIZE THE EMBANKMENTS WITH TEMPORARY MATTING SEEDING AND MULCHING PER ADAMS COUNTY CONSERVATION DISTRICT REQUIREMENTS.

SOD OR PROVIDE TOPSOIL, AND SEEDING STABILIZED WITH TEMPORARY NA GREEN S75 MATTING THROUGHOUT ENTIRE BERM.



Remove Infiltration Berm Detail from plan

NOTES:

- 1) REMOVE TOPSOIL IN AREA OF INSTALLATION OF BERM AND STOCKPILE ABOVE PERFORM EXCAVATION OF SUBGRADE OVER EXCAVATING BERM BY 6" AND REPLACE WITH STOCKPILED SOIL.
- 2) SOIL IN THE INFILTRATION BERM BOTTOM SHOULD NOT BE COMPACTED. IF THE SUBGRADE BECOMES COMPACTED FOR ANY REASON. THE SOIL SHALL BE SCARIFIED PRIOR TO SEEDING..
- 3) SEDIMENT ACCUMULATION SHALL BE MONITORED SEASONALLY.
- 4) WHEN SEDIMENT ACCUMULATES TO A DEPTH OF 3" IN THE BERM, IT SHALL BE REMOVED.
- 5) BERM SOILS SHALL BE FREE OF STONES STUMPS, ROOTS OR OTHER WOODY MATERIAL OVER 1" IN DIAMETER.
- 6) BERM SHALL BE KEPT FREE FROM NOXIOUS WEEDS AND INVASIVE SPECIES..
- 7) BERMS SHOULD BE MOWED ANNUALLY OR BIANNUALLY.

INFILTRATION BERM

NOT TO SCALE

NOT TO SCALE

Appendix (D)

PARCEL ID: 13E15-0017B--000
SUBDIVISION: BK 68, PG 70
DEED: BK 6475, PG 0461

GHI ENGINEERS AND SURVEYORS

Group Hanover, Inc.

213 Carlisle Street
Hanover, PA 17331
(717) 637-3800
FAX: (717) 633-9143

Website: www.ghi-engrs.com

REV.	DATE	DESCRIPTION	BY
	05/21/2019	Remove Infiltration Berm from plan	
		Remove Infiltration Berm Detail	
		Zach Gulden, MPA, Township Manager	
		Debra English, Property Owner	DATE
		Scott English, Property Owner	DATE
			DATE



STORMWATER MANAGEMENT & SOIL EROSION & SEDIMENT CONTROL PLAN
SCOTT & DEBRA ENGLISH
 LOT 2 - DAVID M. ENGLISH SUBDIVISION
 1210 PUMPING STATION ROAD

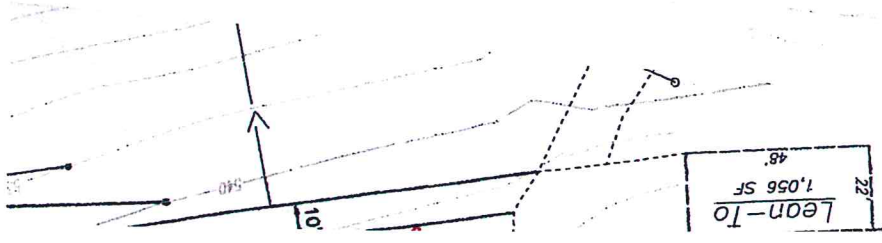


LE

FREEDOM TOWNSHIP
 ADAMS COUNTY, PENNSYLVANIA

DRAWN BY: SKF	DATE: 05/21/19	PROJECT NO.: 191540
CHECKED BY: ELM	SCALE: 1" = 50'	DRAWING NO.: 1

REVISED RED LINE 3/20/2024



Leon-10
 1,056 SF
 48'

Minimum 2'

Maddie Krantz

From: Dominic Picarelli <dominicp@kpitech.net>
Sent: Tuesday, April 09, 2024 9:11 PM
To: Maddie Krantz
Subject: Fwd: ENGLISH PROPERTY - 1210 Pumping Station Rd, Gettysburg, PA 17325

Sent from my iPhone

Begin forwarded message:

From: debengli@aol.com
Date: April 9, 2024 at 8:51:42 PM EDT
To: mdyoung22@aol.com, paukellet7@gmail.com, brett@freedomlandscapes.com
Cc: Zach Gulden - Freedom Township <zgulden@freedomtwp.org>, Dominic Picarelli <dominicp@kpitech.net>
Subject: ENGLISH PROPERTY - 1210 Pumping Station Rd, Gettysburg, PA 17325

Good evening Freedom Township officials,

We have received notifications from Freedom Township identifying an issue for a stormwater easement O&M agreement issue on our property at 1210 Pumping Station Road via Freedom Township's solicitor. We responded verbally and again via mail two weeks ago and have not heard back as of today.

Apparently, our property, along with several others, has been on the Freedom Township meeting agenda on several occasions without notification to us as the property owner. There is a tremendous lack of coordination, correspondence, and communication from Freedom Township to the residents. Why were we not notified early on that our property was going to be discussed as an agenda item? If Freedom Township is looking to repair this issue, why would you have not notified us, we could attend and speak at your scheduled meetings where our property was on the agenda?

We received a letter a few months back from your solicitor stating we were delinquent in fulfilling our requirements for this easement. Apparently, Freedom Township never provided this O&M agreement at time of construction, completion, or settlement. Had we been provided the O&M agreement at time of settlement, we would have signed it. Five years after our settlement, we received a letter threatening to take us to court if we did not sign the document. The document was never included in the original mailing. We sent a list of questions to the solicitor to which his reply was "I don't know anything about that, you should speak with the engineer."

We requested all documents pertaining to this this issue and were provided with nothing from Freedom Township or the solicitor until our face-to-face meeting with the Freedom Township manager and Mr. Picarelli, that we had to arrange and request these documents to be provided to us at this meeting.

Freedom Township manager, Mr. Gulden said this is all 100% his fault, he was new and didn't know what he was doing and missed getting this easement agreement signed. Since our settlement and project completion five years ago, stormwater management requirements as determined by rates and volume controls have changed through DEP. We are still willing to sign a document for recordation that is based on and in accordance with current state and federal regulations. For example; If you have a building permit that expires and try to renew that permit, you would not be able to unless you met current standards, code, regulation, ordinances, etc. The current discharge rates and volume controls have changed over the past 5 years since our homes construction. Our land holdings that are part of the project include 32 acres where the sheet flow requirements should suffice. With this situation resulting at the self-admitted fault of the Freedom Township manager, all costs associated with red lining the plan should be at your cost. This will update the plans, show current requirements, and record the needed O&M agreement that you requested. It was also noted on our record plat that our driveway is paved, that is not correct and it's still gravel.

We have been requesting meetings with Mr. Gulden with the township to discuss this issue. His response is: "if you are not going to sign the current agreement there is NO need to meet with you." This is a Freedom Township created issue and we are happy to work with you.

As residents of Freedom Township, we are VERY disappointed in how we have been treated and communicated with by Freedom Township representatives that created a problem and have shown no willingness to work on a solution, other than free notary services.

Again, we would like to request a meeting to discuss options to rectify this situation where the necessary professionals are in attendance. We have a scheduling conflict and may not be able to make the April 10th meeting. We hope to be able to make it late, but we are not sure if we will be able. If not, could this item be tabled until next month's meeting or may we set up a time to discuss options prior to next month's meeting? We look forward to hearing from you.

Thank you,

Debra & Scott English

debengli@aol.com

410-937-6953

Maddie Krantz

From: Zach Gulden - Freedom Township <zgulden@freedomtwp.org>
Sent: Tuesday, April 09, 2024 9:22 PM
To: debengli@aol.com; mdyoung22@aol.com; paulkelle7@gmail.com;
brett@freedomlandscapes.com
Cc: Dominic Picarelli; Linus Fenicle; Maddie Krantz
Subject: Re: ENGLISH PROPERTY - 1210 Pumping Station Rd, Gettysburg, PA 17325

Mrs. English,

We (myself, Dominic, Maddy, and Linus) have been in contact with you via letters, phone calls, and in person meetings) since March of 2023 - 13 months now of trying to get this over with. The accurate timeline, given by myself, Dominic, and Linus, will be presented at our meeting tomorrow night as scheduled. This has been tabled by the board at least 5 times (check our meeting agendas and minutes from 2023 and 2024). It was never added to our agenda until you refused to comply with a standard procedure. Every SWM O&M agreement must be approved by the board, so it always goes on the agenda and minutes. We have spent a tremendous amount of time and effort trying to get you to sign the document, which would have taken 2 minutes instead of 13 months (first letter sent by KPI in March of 2023). Staff will no longer recommend tabling this matter and will no longer participate in meetings as your husband was extremely hostile at the in-person meeting. Let's get the facts straight before saying that staff is incompetent and not willing to meet with you. Once someone acts like that, we do not continue entertaining that type of interaction as it could endanger staff. Also, the board cannot meet privately with you as it would violate the sunshine act. It all needs to be done in the public. With all of that said, it is ultimately up to the board tomorrow night. It is time to get this over with as you are the only property to have a problem with this and the only property remaining in violation.

Zach Gulden, MPA
Township Manager & Zoning Officer
Freedom Township
2184 Pumping Station Road
Fairfield, PA 17320
Phone: 717-873-0475
www.freedomtownship.us

From: debengli@aol.com <debengli@aol.com>
Sent: Tuesday, April 9, 2024 8:39:21 PM
To: mdyoung22@aol.com <mdyoung22@aol.com>; paulkelle7@gmail.com <paulkelle7@gmail.com>;
brett@freedomlandscapes.com <brett@freedomlandscapes.com>
Cc: Zach Gulden - Freedom Township <zgulden@freedomtwp.org>; Dominic Picarelli <dominicp@kpitech.net>
Subject: ENGLISH PROPERTY - 1210 Pumping Station Rd, Gettysburg, PA 17325

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