

**97<sup>TH</sup> REGULAR SESSION – April 28, 2020**

In response to the Mayor's declaration of a Civil Emergency, this Mayor and City Council meeting was held virtually through Go-To-Meeting software and was made available for public viewing.

Mayor and City Council members and meeting participants were provided with a specific meeting ID prior to the meeting. This meeting ID is required in order to join the meeting as a participant.

The meeting was streamed live through the City of Hagerstown's Cable Channel 25, Facebook, and YouTube accounts. All members of the public were welcome to view meetings through these platforms, but only able to participate in public meetings through Go-to-Meeting with the published meeting ID.

**Mayor R. E. Bruchey, II called this 97<sup>th</sup> Regular Session of the Mayor and City Council to order at 7:01 p.m., Tuesday, April 28, 2020, in the Council Chamber at City Hall. Participating with the Mayor were Councilmembers K. B. Aleshire (remotely), A. Heffernan (remotely), E. Keller (remotely), L. C. Metzner (remotely), and S. McIntire (remotely), City Administrator Scott A. Nicewarner, City Attorney Jennifer Keefer (remotely), and City Clerk D. K. Spickler.**

The invocation was offered by Mayor R. E. Bruchey, II. The Pledge of Allegiance was recited and led by Mayor R. E. Bruchey, II.

Mayor Bruchey announced the Rules of Procedure for this meeting will be followed as effective January 21, 2020. It was announced that the use of cell phones during meetings is restricted and that all correspondence for distribution to elected officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.

On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember E. Keller, the Mayor and City Council unanimously agreed to suspend the Rules of Procedure as to subsections 6.1, 6.2, and 6.4.

The next scheduled meetings are: Work Sessions beginning at 4:00 p.m. on Tuesday, May 5, 2020, Tuesday, May 12, 2020, Tuesday, May 19, 2020, and the Regular Session on Tuesday, May 26, 2020. Public Hearings for the Tax Rate and FY21 Budget will be held on Tuesday, May 19, 2020 at 7:00 p.m.

**COVID-19 Update**

Scott Nicewarner, City Administrator, reported the City Farmers' Market is tentatively scheduled to reopen on Saturday, May 9, 2020. City staff will be following the guidelines for opening from the Governor's Office. More information will be provided during the week. The pool is still on schedule to open on Memorial Day Weekend. Parks and Recreation staff are working on the logistics for social distancing and seeking

guidance from the Governor's office for pool openings. The first Imagine Hagerstown (scheduled for May 22, 2020) has been postponed. City staff are looking into the possibility of a virtual event on that date.

Mr. Nicewarner stated his shout outs this week are to Brooke Grossman, Horizon Goodwill Industries, for providing 125 face masks to the City of Hagerstown and for her efforts to have a homeless station located at the Hagerstown Police Headquarters. He recognized and thanked Caitlyn Downey, South Hagerstown High School Senior, who has been making masks for her family and friends.

### **APPOINTMENTS**

On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed to make the following appointments to the Board of Code Appeals:

W. Kyd Dieterich, Term to Expire May 1, 2024  
Gordon Poffenberger, Term to Expire June 1, 2024

### **PUBLIC HEARING**

#### **Comprehensive Rezoning**

This Public Hearing is being held to allow public input on the addition of two tracts of land to the Comprehensive Rezoning: the Alter tract on Security Road and Pangborn Park Townhomes. A public hearing has already been held on the rest of the recommended Comprehensive Rezoning package. Megan Flick, Planner, was present to conduct the hearing. Those wishing to participate in the Public Hearing were able to contact Planning Staff to register and were provided access information for the meeting.

#### **Alter Property on Security Road**

During the 10 day public input period following the public hearing on February 25, 2020, staff received a request from Trey Alter to include his 19.37 acre vacant tract on Security Road in the proposed Comprehensive Rezoning. The property is currently zoned RMOD (Moderate Density Residential) and they are requesting a rezoning to RMED (Medium Density Residential). His email is quoted directly below:

"We would like to request the consideration of Mayor and Council to change the current zoning of our property (Tax acct # 22 001523) located on Security Blvd with this most current comprehensive plan. We have owned the property for almost 15 years, and have worked with multiple potential interested parties to develop the parcel unsuccessfully. The current density allows for at most duplexes, and the economics of this type of development have not been enough for a developer to move forward. We understand clearly that the City prioritizes owner occupied housing and would prefer less future apartment development. We do however believe a zoning classification allowing for the development of townhomes is appropriate. This parcel has several townhouse developments near with one being contiguous. We believe a reclassification to a zoning

allowing townhomes is likely to lead to be enough to finally find an interested developer willing to proceed. Your consideration is very much appreciated. Thank you.”

Staff add the following information for consideration:

1. The property is significantly constrained by floodplain which limits the area available for development
2. The property is bounded by townhouse developments on two sides – Pangborn Park Townhomes to the east and the Park Overlook Townhomes to the west
3. The Future Land Use Map in the Comprehensive Plan recommends Medium Density Residential for this area. The Plan recommends either RMOD, RMED, or RO zoning for this land use category.

The Planning Commission reviewed the requested addition on March 11, 2020. Because the change in zoning is not inconsistent with the Comp Plan land use recommendation and due to the site constraints and proximity of townhouse developments in the surrounding area, the Commission recommended that this parcel on Security Road be included in the Comprehensive Rezoning with a change to RMED zoning. Furthermore, the Planning Commission recommends that the Pangborn Park Townhomes development is also rezoned from RMOD to RMED to more accurately reflect the use and density of that development.

On April 7, 2020, the Mayor and Council agreed with the Planning’s Commission’s recommendation to add these properties to the Comprehensive Rezoning package. The addition of these two properties to the Comprehensive Rezoning requires the Mayor and Council to hold another public hearing to give adjacent property owners the chance to give public input.

Ms. Flick entered the following Exhibits:

1. Exhibit 1: Certificate of Advertisement
2. Exhibit 2: Planning Commission file by reference
3. Exhibit 3: Public input – Dave Williams, opposed to rezoning of Security Road tract, Jackie Burkett, opposed to rezoning of Security Road tract

There was no testimony presented, either in favor of or against the addition of two tracts to the Comprehensive Rezoning.

Councilmember Aleshire noted he is opposed to higher density zoning for the vacant tract.

The record will remain open for 10 days (until May 8, 2020) for further comments.

**MINUTES**

On a motion duly made by Councilmember A. Heffernan and seconded by Councilmember S. McIntire, the minutes from February 4, 2020, February 11, 2020, February 18, 2020, February 25, 2020, March 3, 2020, and March 10, 2020 were unanimously approved as presented.

**CONSENT AGENDA**

On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember A. Heffernan, the Consent Agenda was approved as follows:

- A. Department of Community and Economic Development:**
1. 2020 Trick or Treat Date – October 30, 2020
- B. Department of Parks and Engineering:**
1. Asphalt Walkway Paving in Parks – Craig Paving, Inc. (Hagerstown, MD) \$ 67,150.00
  2. City Park Ornamental Fencing – All State Fence (Lynchburg, VA) \$ 68,324.00
- C. Utilities Department:**
1. All Utilities – Street Patching/Repair – Huntzberry Brothers, Inc. (Smithsburg, MD) \$ 297,500.00
  2. Water – RCW Water Treatment Plant HMI Upgrade – ABB, Inc. (Cleveland, OH) \$ 295,937.00
  3. Water – Poly-Orthophosphate – Shannon Chemical Corp. (Malvern, PA) \$ 79,560.00
  4. Water – Cationic Polymer – Magnafloc – George S. Coyne Chemical Co., Inc. (Croydon, PA) \$ 26,910.00
  5. Wastewater – Synagro – Change Order to Existing Contract 0 Synagro (Baltimore, MD) \$ 402,873.00

**UNFINISHED BUSINESS**

**A. Approval of an Ordinance: Amending Chapter 35, Ethics Commission, of the City Code**

**Action:** On a motion duly made by Councilmember K. B. Aleshire and seconded by Councilmember A. Heffernan, the Mayor and City Council unanimously agreed by voice vote to approve an ordinance to amend Chapter 35, Ethics Commission, of the City Code. This amendment will permit the Ethics Commission to obtain outside legal counsel in those rare instances when the City attorney cannot provide the Commission with legal advice, due to a conflict of interest.

**B. Approval of Ordinances to Quit Claim a portion of Alley #2-57A**

**Action:** Councilmember S. McIntire made a motion to approve ordinances making a determination that certain property (a portion of Alley 2-57A) is no longer needed by the City of Hagerstown for a public purpose, and authorizing the execution of a quit claim deed for the following:

1. Fitzgerald, 550 Highland Way
2. Gietka, 650 Sunset Avenue
3. Draper, 648 Sunset Avenue
4. Dieterich, 618 Sunset Avenue
5. Browne, 614 Sunset Avenue
6. Thurber, 612 Sunset Avenue
7. Kimmel, 610 Sunset Avenue

Councilmember E. Keller seconded the motion.

Councilmember A. Heffernan made a motion to table the motion for further review of the objection raised by the owner of 500 Highland Way. Motion died for lack of a second.

The motion was approved 4-1 with Councilmember A. Heffernan voting No.

**C. Approval of an Ordinance: Adding New Article XIII Stormwater Protection Program to Chapter 213 Stormwater Management**

**Action:** On a motion duly made by Councilmember K. B. Aleshire and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed by voice vote to approve an ordinance to create Chapter 213, Article XIII, Stormwater Protection Program to the Code of the City of Hagerstown. This new article will create a Stormwater Utility Fee for impervious areas within the City which fee will fund the Stormwater Protection Program to meet State and Federal requirements.

**D. Approval of an Ordinance: Amend Chapter 213, Section 5, Definitions**

**Action:** On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed by voice vote to approve an ordinance to amend Chapter 213, Section 5, Definitions, of the Code of the City of Hagerstown. This Code amendment changes the definition of the term "Impervious Area" and adds the definition of the term Stormwater Management Structure."

**E. Approval of an Ordinance: Repeal and Replace Chapter 216, Article II Sidewalks and Curbs, of the Code of the City of Hagerstown**

**Action:** On a motion duly made by Councilmember A. Heffernan and seconded by Councilmember L. C. Metzner the Mayor and City Council unanimously agreed by voice vote to approve an ordinance to repeal and replace

Chapter 216, Article II Sidewalks and Curbs, of the Code of the City of Hagerstown. This Code amendment will change the responsibility of construction sidewalk replacements from the abutting land owner to the City of Hagerstown with exceptions as listed therein. The replacement of curbs will be funded by the Stormwater Utility Fee and the replacement of sidewalks by savings in the General Fund where Stormwater Program activities are no longer funded.

**F. Approval of a Resolution: User Agreement with Hagerstown Area Youth Soccer League**

**Action:** On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember K. B. Aleshire, the Mayor and City Council unanimously agreed by voice vote to remove from the table the approval of a resolution to approve a user agreement with the Hagerstown Area Youth Soccer League.

On a motion duly made by Councilmember K. B. Aleshire and seconded by Councilmember L. C. Metzner, the Mayor and City Council unanimously agreed by voice vote to approve a resolution to enter into a User agreement with the Hagerstown Area Youth Soccer League (HAYSL). The HAYSL will have maintenance responsibility and non-exclusive but priority scheduling use of three multi-purpose fields in Fairgrounds Park. This agreement is for the period of May 1, 2020 through December 31, 2020. User shall have the right to renew this agreement for up to four additional one-year terms beginning January 1, 2021. The agreement allows HAYSL to sublet the fields to other user groups.

**G. Approval of a Resolution: User Agreement with YMCA of Hagerstown**

**Action:** On a motion duly made by Councilmember A. Heffernan and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed to remove from the table the approval of a resolution to approve a user agreement with the YMCA of Hagerstown.

On a motion duly made by Councilmember E. Keller and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed by voice vote to approve a resolution to enter into a user agreement with the YMCA of Hagerstown. The YMCA will have maintenance responsibility and non-exclusive but priority scheduling use of one multi-purpose field in Fairgrounds Park. This agreement is for the period of April 7, 2020 through December 31, 2020. User shall have the right to renew this agreement for up to four additional 1-year terms beginning January 1, 2021. The agreement allows the YMCA to sublease the fields to other groups.

**NEW BUSINESS**

**A. Introduction of an Annexation Resolution: Annexation Case No. A-2020-03:  
Cole Road Properties**

**Action:** On a motion duly made by Councilmember S. McIntire and seconded by Councilmember A. Heffernan, the Mayor and City Council unanimously agreed by voice vote to introduce an annexation resolution for annexation Case No. A-2020-03 known as “Pre-Annexation Agreement Case No. WS-2004-03 Cole Road Properties: Kohl’s; Bob’s Discount Furniture; and Christmas Tree Shop.” The portion of property to be annexed is approximately 34.31 acres in size and is intended to be added to and made part of the adjacent municipal lands.

**B. Approval of Annexation Plan: Case No. A-2020-03: Cole Road Properties**

**Action:** On a motion duly made by Councilmember A. Heffernan and seconded by Councilmember L. C. Metzner, the Mayor and City Council unanimously agreed by voice vote to approve an annexation plan for Annexation Case No. A-2020-03 known as “Pre-Annexation Agreement Case No. WS-2004-03 Cole Road Properties: Kohl’s; Bob’s Discount Furniture; and Christmas Tree Shop.” The portion of property to be annexed is approximately 34.31 acres in size and is intended to be added to and made part of the adjacent municipal lands.

**C. Introduction of Annexation Resolution: Annexation Case No. A-2020-04:  
Valley Mall Road Properties**

**Action:** On a motion duly made by Councilmember K. B. Aleshire and seconded by Councilmember S. McIntire, the Mayor and City Council unanimously agreed by voice vote to introduce an annexation resolution for annexation Case No. A-2020-04 known as “Pre-Annexation Agreement Case No. WS-2005-20 Valley Mall Road Properties: Marriot Fairfield; Marriot Courtyard; and Restaurant.” The portion of property to be annexed is approximately 4.88 acres in size and is intended to be added to and made part of the adjacent municipal lands.

**D. Approval of Annexation Plan: Case No. A-2020-04: Valley Mall Road  
Properties**

**Action:** On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember A. Heffernan, the Mayor and City Council unanimously agreed by voice vote to approve an annexation plan for Annexation Case No. A-2020-04 known as “Pre-Annexation Agreement Case No. WS-2005-20 Valley Mall Road Properties: Marriot Fairfield; Marriot Courtyard; and Restaurant.” The portion of property to be annexed is approximately 4.88 acres in size and is intended to be added to and made part of the adjacent municipal lands.

**E. Approval of a Resolution: Bailment Agreement between the City of Hagerstown and the Washington County Sheriff's Department**

**Action:** On a motion duly made by Councilmember A. Heffernan and seconded by Councilmember E. Keller, the Mayor and City Council unanimously agreed by voice vote to approve a resolution authorizing the City to enter into a Bailment Agreement with the Washington County Sheriff's Department for the use of 33 patrol rifles purchased through the Washington County Narcotics Task Force.

The total value of the rifles is \$ 47,850.00, and there are no costs, beyond maintenance of the rifles, to the City of Hagerstown.

**F. Approval of a Resolution: Approval of an Agreement with the Board of County Commissioners of Washington County for Professional Boulevard**

**Action:** On a motion duly made by Councilmember S. McIntire and seconded by Councilmember A. Heffernan, the Mayor and City Council unanimously agreed by voice vote to approve a resolution to approve an agreement with the Board of County Commissioners of Washington County to provide for cooperative maintenance of the streets, bridge, and other infrastructure in and around Professional Boulevard and vicinity. This Agreement obligates the City to financially participate in design, construction and routine maintenance as outlined herein and funded in the proposed FY21 budget.

**G. Approval of On-Call Plumbing Services Contract: 5/1/20-4/30/21**

**Action:** On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember E. Keller, the Mayor and City Council unanimously agreed by voice vote to authorize and approve the renewal of the On-Call Plumbing Services and Backflow Preventer Inspection and Testing Contract for the contract term of May 1, 2020 – April 30, 2021. This is year one of five optional one-year renewals. Beaver Mechanical Contractors, Inc. pricing is as follows:

Plumber Regular Hourly Rate	\$ 42.50 per hour
Laborer Regular Hourly Rate	\$ 37.00 per hour
After Hours Rate	\$ 63.75 per hour
Weekend Rate (Sunday)	\$ 85.00 per hour
Holiday Rate	\$112.00 per hour
Material Mark-Up (Supplies)	25%
Backflow Preventer Pricing:	
Size: ¼" thru 1"	\$ 120.00 Flat Rate
Size: 1 1/4 " thru 2"	\$ 195.00 Flat Rate

Size: 2 ½" thru 4"	\$ 270.00 Flat Rate
Size: 6" & 8"	\$ 430.00 Flat Rate
Size: 10"	\$ 580.00 Flat Rate

### **GENERAL CITIZEN COMMENTS**

Citizen Comments were accepted by email at [councilcomments@hagerstownmd.org](mailto:councilcomments@hagerstownmd.org) prior to 6:00 p.m. on Tuesday, April 28, 2020.

Donna Spickler, City Clerk, reported one Citizen Comment was submitted by the deadline. Cheryl and Chuck Ramsburg, 500 Highland Way, Hagerstown, Maryland, asked the Mayor and City Council to not approve the quit claim ordinances for a portion of Alley 2-57A and to remove them from the agenda.

A copy of the email is made a part of this record.

### **CITY ADMINISTRATOR COMMENTS**

*Scott Nicewarner, City Administrator*, thanked the City's Department of Planning and Code Administration (PCAD) for creating webinars on inspections and what is reviewed during an inspection. He thanked PCAD staff for their innovative thinking during this time. He thanked staff for their work as Week 8 of the pandemic is completed. Significant changes have been made within the City and staff continues to provide services as normally as possible. He urged utility customers to try and make payments on their accounts. The moratorium on terminations will be lifted at some point and customers with arrearages may have service disconnected. City staff will help with payment arrangements if requested by a customer.

### **MAYOR AND CITY COUNCIL COMMENTS**

*Councilmember K. B. Aleshire* had no additional comments.

*Councilmember E. Keller* offered condolences to Officer Langley on the loss of his K-9 partner, Hera. She extended condolences to the family of the fatally injured pedestrian and everyone involved in an accident yesterday.

*Councilmember A. Heffernan* also offered condolences to the pedestrian's family. He asked for additional information about the release of prisoners due to concerns about the COVID-19 virus. He wants to know how many prisoners are being released and what their background is. He noted that this could negatively impact the City.

*Councilmember L. C. Metzner* had no additional comments.

*Councilmember S. McIntire* had no additional comments.

*Mayor R. E. Bruchey, II* will talk with Delegate Paul Corderman to find out information regarding the release of prisoners. In the past, the City has not been notified when people are released in the community.

He also offered his condolences and thoughts and prayers to everyone at the accident scene yesterday. It is heartbreaking that someone so young died in such a freak accident. He will be placing wreaths at all the memorials around the City on Memorial Day as he usually does, even though formal ceremonies are not being held.

There being no further business to come before the Mayor and City Council, on a motion duly made, seconded and passed, the meeting was adjourned at 7:44 p.m.

Respectfully submitted,

*Original signed by D. K. Spickler*

Donna K. Spickler  
City Clerk

Approved: May 26, 2020

## Donna Spickler

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**From:** cheryl ramsburg  
**Sent:** Tuesday, April 28, 2020 5:53 PM  
**To:** Council Comments  
**Subject:** Quit Claims of a portion of Alley 2-57A

**ATTENTION!** This message originated from an **external source**. Please use proper judgment and caution when opening **attachments, clicking links, or responding** to this email. Any claims of being a City official or employee **should be verified** and not assumed to be true. Please contact the IT department if you have any questions or concerns about this email or its contents.

As homeowners of 500 Highland Way, we are requesting that the Mayor and City Council do not approve the ordinances to quit claim a portion of Alley 2-57A adjacent to City Park Driveway on April 28, 2020 which were introduced on April 7, 2020. We are further requesting that the items be pulled from the agenda. Since April 2018, We have not been treated in a professional, fair, or consistent manner as an external customer of the Engineering and Code Administration and Permitting Depts. A collection of documents have been assembled in the past two years in support of our claim. We have engaged in numerous conversations with staff, consulted a member of the City Council early on for input, and later on have had to retain the services of an attorney and a professional surveyor because of concerns raised by the Engineering Dept.. We have engaged in the conversations in an effort to understand and advocate for our rights as property owners in regards to issues raised over the ownership and usage of Alley 2-57A.

If approved, the introduced quit claims will enable property owners along City Park Driveway (which is a driveway located within the property of the Historic City Park, not a city street, see City Street Map) the ability to request that the City of Hagerstown remove the existing city park split rail fence. The city park split rail fence appears on the drawing (see Engineering Dept. drawing #15-082-01) to be outside of the quit claim area and located within the property of the Historic City Park.

Yet, Mr. Tissue stated during the Planning Commission Meeting that "deeding the right -of-way to the adjacent owners would relieve the City from having to maintain the existing fence" and stated in an email to us (see email trail from Rodney Tissue, April 14, 2020):

- The split rail fence is not in the paper alley but appears to be between the paper alley and City Park Drive pavement.
- This quit claim is only for the paper alley and that is the limit of the land the City is quitting any claim to and available to the adjoining property owners. The City would continue to own the land (which is about 4.5 feet wide or so) between the paper alley and City Park Drive pavement.
- New rear fences should remain on their property (the limit of the quit claim when approved) but frankly if they are installed in line with the existing split rail fence I don't see what that hurts...(as is the case with your existing fence)...do you?. We just don't want to maintain the split rail fence after the quit claim is completed as it serves no public purpose (you probably saw we replaced a section a few weeks ago due to a car accident taking it out).

All property owners adjacent to City Park Driveway will also have the ability to request a fencing permit to erect six-foot-high fences with vehicular gates directly next to City Park Driveway (See March 11, 2020 Planning Commission Meeting) and (email trail from Rodney Tissue dated April 14, 2020. Vehicular traffic would be allowed to enter and exit from the rear yards of at least seven additional properties onto Historic City Park property from six-foot-high fences. Numerous private vehicles, City of Hagerstown and Park employee vehicles and equipment, cyclists, runners, joggers and walkers on the "City Park Walk" that utilize City Park Driveway (see City Park Walk) would be exposed to safety concerns due to the lack of visibility and increased vehicular traffic that these quit claims could possibly generate in the Historic City Park.

Wasn't the "City Park Walk" and other walking trails designed to encourage the usage, by residents, for their health and safety (See Livable Streets Policy and Design Guidelines)? Wasn't City Park Driveway designed to provide access for city and park employees (vehicles and equipment fly up and down the driveway on a daily basis), to provide access for the public to utilize the parking lots and features of the Historic City Park and not designed to provide "an alleyway" for the

property owners in the subdivision of "Hilliard Place"? Especially, since an appropriate alley area was provided for this very purpose which is Alley 2-57A. Yet the idea is being proposed and determined that there isn't a public purpose for Alley 2-57A. How will the park regulation prohibiting being on park property outside of operating hours "from sunrise to half an hour after sunset" be enforced when it is being encouraged by this proposal? Recently, (See COH MD Status & Info Report No. 8 for 2020 Vehicle Damage at City Park) a vehicle lost control on City Park Driveway and demolished 50 feet of split rail fence that bordered properties on Sunset Avenue. Yet, there is no public purpose for the fence and it could be replaced with six-foot-high fencing that wouldn't provide a bailout area for the public from out of control vehicles. Mr. Tissue has stated to us and others that the City of Hagerstown doesn't want to be in the fencing business, but it doesn't mind being in the fencing business for the new ornamental fence along Virginia Avenue in the Historic City Park. It just doesn't want to be in the fencing business for the fencing along its southern border with our subdivision. The City of Hagerstown is proud to advertise that it is considered one of America's most beautiful parks. But it doesn't seem to be concerned with its southern perimeter being beautiful when it can be populated with a patchwork of fencing materials and fence sizes including six-foot-high "spite" fences.

On March 11, 2020, the Planning Commission decided that the alley does not have any public purpose and was in favor of recommending that the entire right-of-way be quit claimed, including 500 and 550 Highland Way. The current design of Alley 2-57A, allowing multiple property owners to enter and exit their respective properties via Highland Way and Virginia Avenue, is being abandoned because it does not have any public purpose. It is being replaced with a design that would route property owners to the Historic City Park instead, for their purposes. Isn't the present design at odds with the public being able to enjoy their Historic City Park in the safest manner possible? As property owners adjacent to City Park Driveway, we, and anyone who visits the Historic City Park, are able to witness the volume of traffic that is already generated on City Park Driveway.

Unfortunately it has also been possible for us to witness and be personally involved with what has transpired in the last two years between us, the City Engineer and Engineering Dept., and the property owner at 550 Highland Way, Ms. Fitzgerald, and her significant other, Mr. Blische, regarding Alley 2-57A. Some background information might shed some light on the reason why the quit claims are being requested and proposed for a portion of Alley 2-57A instead of considering the quit claim of Alley 2-57A in its entirety. Mr. Tissue has skillfully orchestrated the process leading up to and including the presentation of the request to the Planning Commission and to the Mayor and City Council. He has fielded questions about the fact that only a portion of the alley is being considered, by making it seem like the Engineering Dept. has always desired that all property owners be involved in the process to rid themselves of these pesky little paper alleys instead of using it as process to exclude one targeted property owner. The one property owner who dared to refuse to just accept what was being done to the property owner and his rights by the Engineering Dept., the City Engineer and one of his personal acquaintances. Because as he said to us, "most people don't question our actions, they just allow them to happen" If the Engineering Dept. says that city code 216-19 governs a particular situation, the public doesn't question whether all of city code 216-19 is being adhered to and whether city code 216-19 actually applies in that particular situation based on definitions supplied by the City of Hagerstown in city code 216 (Refer to City Code 216 and specifically 216-19).

For more than seventy-six years, before the present day property owner at 550 Highland Way moved in next door with her significant other, the "visual alley" was shared and maintained down the middle without any issues. The "visual alley" was considered to be the "true alley" by everyone, including the City of Hagerstown that included its boundaries in their actions regarding license agreements and the fencing permits for the paper alley (see email trail from Jim Bender August 10-27, 2018). The respect for the shared usage and maintenance of the paper alley continued until April 2018. At that time, Rodney Tissue, City Engineer, entered into a license agreement with the property owner at 550 Highland Way, Ms. Fitzgerald, giving her the entire paper alley between our properties and the subsequent fence permits to make the paper alley part of her backyard with the construction of a fence across the "unimproved right of way" of Alley 2-57A. Actually the license agreement included the usage of the "unimproved right of way" behind the property at 650 Sunset Avenue, Gietka property, also for Ms. Fitzgerald. (Knowledge of the existence of, or permission for, the license agreement from this property owner was never discussed regarding the license agreement). Since the City of Hagerstown considered the "visual alley" to be the "true alley", it even included our property line in the license agreement and subsequent fencing permit that was issued for the next door property owner (see License Agreement April 12, 2018). Mr. Tissue failed to notify us of the existence of the license agreement or to present the license agreement publicly to the Mayor and City Council for approval for the next four months (see city code 216-65 License for right-of-way encroachments).

During the summer of 2018, the City of Hagerstown was engaged in the street resurfacing of Highland Way in front of our home. We had a discussion with Danny Poffenberger, a presently retired employee of the Engineering Dept., and he suggested that we inquire about quit claiming the alley that adjoins our home, but recommended that we wait until after the City of Hagerstown had updated their handicap accessibility for the alley entrance, so we wouldn't have to pay for the upgrade.

On Friday, August 10, 2018, when the property owner's significant other, Mr. Blische, started removing our plantings and placing cardboard and mulch in Alley 2-57A which adjoins our home, we called Mr. Poffenberger at the Engineering Dept. During our conversation about what the next door neighbor was doing in the alley, we found out that we couldn't pursue a quit claim because the Engineering Dept. had already entered into an agreement with the neighbor regarding the alley. Mr. Poffenberger said we would need to speak to Jim Bender, Assistant City Engineer, regarding the arrangement. We spoke with Mr. Bender, who told us that Mr. Tissue had entered into a license agreement with the neighbor, and we would need to speak with him when he returned from vacation, Monday, August 13, 2018. Mr. Bender said that he would send Mr. Tissue an email regarding the issue and let him know that we wanted to speak with him regarding the issue. We asked Mr. Bender to send us a copy of the license agreement, and he did (see Executed License Agreement April 12, 2018).

On Monday, Aug 13, 2018, we were not contacted by Mr. Tissue, or the Engineering Dept. We found out later, that while we were not contacted, the fence permit was being routed between individuals and issued in three days. The typical approval of a fence permit is five to seven business days from the COH website.

On Tuesday, Aug 14, 2018, we called the Engineering Dept. and asked Mr. Bender if we would need to come in to have a discussion with Mr. Tissue since he hadn't returned our phone call. Mr. Bender said that Rodney was going to be free from noon to 2 o'clock, so we should start with a phone conversation, instead of a personal visit, and he would tell him that we had called to speak to him. Mr. Tissue did not call during his free time, so we called and finally got a hold of him near the end of the day. Mr. Tissue acknowledged that he hadn't returned our phone call, but he didn't give a reason why he hadn't called back. We stated that we hadn't known about the existence of the license agreement and we hadn't had any conversations with the neighbors regarding our approval of the arrangement. Mr. Tissue eventually told us that he and Mr. Bender had face to face meetings with the next door property owner's significant other, not the property owner, regarding the license agreement and that he had lied and told them we were ok with the license agreement. It still didn't explain why Mr. Tissue didn't make the license agreement public. We asked Mr. Tissue why he hadn't contacted us to obtain our verification, or why he hadn't followed city code 216-65b in presenting a new license agreement to the Mayor and City Council for approval, as he had done with other license agreements in our area (see Approval of License Agreement -- Union Place Right-of-Way,) or why he had even entered into a license agreement that stated that the City of Hagerstown was the "owner" of property it didn't own and only had an interest in an easement. We said the neighbor had started making changes in the alley and we didn't want the neighbor to put in fence holes before this issue was addressed by the City of Hagerstown. Mr. Tissue said he would call "Brandon" about rescinding the license agreement.

On Friday, August 17, 2018, Mr. Bender sent us an email stating that the license agreement had been rescinded and that they would continue to work with the neighbor on another solution that would fulfill his needs without impacting our property. We asked Mr. Bender for a copy of the rescinded agreement which he sent to us (see August 15, 2018 letter rescinding license agreement). Later in the day, near the close of business on that Friday afternoon, Mr. Blische, left the property and returned with fencing supplies and started to erect a fence. We called the Permits Dept. which confirmed that a valid permit was contingent upon the licensing agreement, thus there was no valid permit for the fence to be constructed. It was too late in the day for someone from code to come out regarding the fence being erected without a permit. We then contacted Mr. Tissue regarding the fence being erected without a valid permit and he said that he would call "Brandon" about updating his fence permit. So, Mr. Tissue knew that the fence was being constructed without a valid permit.

On Monday, August 20, 2018, Mr. Bender informed us that it was his understanding that Mr. Blische had updated the permit and that he would still need to get a license agreement for the fencing across the "unimproved right of way behind the property. So, how do you update your permit, that is dependent upon a license agreement, before you obtain the license agreement? We questioned why they were going to enter into another license agreement with the neighbor who had lied and whether they even had the legal right to do so.

On August 27, 2018, Mr. Bender informed us that they had consulted the legal dept. and that they would not be issuing a new license agreement, but that the neighbor would be allowed to construct a fence as long as it adhered to city code 216-19. We couldn't understand why the alley kept needing to be included in the fencing plans instead of just proceeding with the existing backyard perimeter.

We couldn't understand why Mr. Tissue and Mr. Bender continued to work with and appeared to be working so hard to please someone who had lied in their dealings with the City of Hagerstown. Both had credited the other initially for

arranging the agreement, but when we kept on commenting to them that it seemed like there was a personal relationship with the next door neighbors, because they would personally contact them quickly, but we were made to wait for a response or made to call back to obtain a response, Mr. Tissue admitted that he had the relationship with "Brandon". Mr. Tissue didn't share the details of the nature or extent of the relationship.

We shared the fact that since moving into the property at 500 Highland Way in 2006, the paper alley provided us access to one of the five gates that had been installed in the city split rail fence by the City of Hagerstown to enter the City Park. The grass alley was used as a pedestrian travel avenue since the adjoining properties were developed. We were concerned that the arrangements that were being worked on for the one neighbor would deny us that continued access to the paper alley. We felt that access to the alley for our purposes was both our "public and personal right" as a property owner in the subdivision of "Hillard Place". We believe we were given the personal right to utilize the entire alley from Highland Way to Virginia Avenue as an adjoining property owner to the alley. An alley is neither defined for vehicular travel only nor, is travel only allowed in one direction. Pedestrians are not prohibited from using an improved alley. We are being told, as adjoining property owners of the alley, we are only entitled to utilize a portion of the alley, in one direction, from Highland Way up to 550 Highland Way. All the other adjoining property owners of the alley, are entitled to utilize the entire alley, in both directions from Highland Way to Virginia Avenue or to determine if access is to be denied to others. The combined and total consent of all of those adjoining property owners is required for the quit claim of that portion of the alleyway, but our consent is not required (see City of Hagerstown quit claim procedure).

City code 216-3 defines a "public right or public rights of way to be all streets, highways, alleys and their associated right-of-way that are accepted and/or maintained by the City of Hagerstown." Was Alley 2-57A accepted and/or maintained? Is it an alley, a minor public way or "public" at all? We were required to maintain Alley 2-57A as an adjoining property owner (see code 216-19C) It is my understanding that the basis for city codes requiring adjoining property owners to maintain the adjoining public right of ways (i.e. curbs, sidewalks, and grass areas for repair, snow removal and mowing is based on the premise that the underlying real property is actually owned by the adjoining property owners. Mr. Bender admitted that the City of Hagerstown did not own the paper alley, nor had it been accepted and/or maintained by the City of Hagerstown. Yet employees of the Engineering Dept. kept insisting that city code 216-19 pertained to the paper alley.

City code 216-19 states "adjoining property owners are entitled to the use of unimproved right-of-way to the center line of such right-of-way until such time as it is deemed necessary that the right-of-way is required for public purpose, subject to the following conditions:" (It does not state "until such time as it is deemed unnecessary for public purpose") City code 216-19A doesn't limit the access of abutting property owners for their purposes on demand strictly for vehicular access. City code 216-19B states no permanent structures are to be erected. City code 216-19B1 states temporary structures and parked vehicles are allowed within 48 hours' notice. City code 216B2 states fences can be erected if they can be removed and reset on demand--(not 48 hours' notice) City code 216-19B3 states plantings are permitted provided it is understood they may be damaged by access across such right-of-way by others (not by others in vehicles since right-of-ways exist that aren't unimproved alleys or streets).

The property owner's significant other started limiting access to us as adjoining property owners by planting vegetation and building fences across the entire width of the alley, even though code 216-19 allowed for usage to the center line by adjoining property owners. Where are the terms "abut" or "adjoin" defined, as there are conflicting opinions as to what these mean, depending on when or with whom you speak?

On September 7, 2018, Mr. Bender sent us a copy of the letter he had mailed to Ms. Fitzgerald stating that they would be issuing a fence permit that would include the back alley, but she would need to adhere to City code 216-19 in installing her fence. Mr. Bender stated that, as the adjoining property owners to the "unimproved right-of-way", they didn't mind her using "their half of the ROW" (see September 7, 2018 letter to Ms. Fitzgerald). If The City of Hagerstown has been the adjoining property owner to the unimproved right-of-way, then it hasn't fulfilled its obligation for maintenance of its half of the alley ROW. It even cited a property owner (see 648 Sunset Avenue code violation) for not maintaining his tree over a city street, City Park Driveway (when the tree is in the city's half of the alley ROW and the Driveway isn't even a city street).

We had contacted Mr. Tissue previously when Mr. Blische started removing the city split rail fence, along with plantings on our property (not the alley ROW), and started driving over our property line out into the City Park on City Park Driveway with his vehicle and cart on a regular basis. Not only did Mr. Blische disregard our property, but we witnessed a safety hazard created by his vehicle and cart pulling out blindly onto City Park Driveway for other vehicles (see video) and people who walk along the driveway in City Park.

Eventually, the split rail fence was taken down permanently by Mr. Blische and he started erecting fence posts over six-foot-high in concrete across the alley and along City Park Driveway. We questioned this action since city code 216-19B2 allowed for erecting a temporary fence to the center line of the unimproved right of way that could be removed and reset on demand. We called Mr. Tissue and he came out personally to speak with "Brandon".

Mr. Tissue sent us an email stating that he had spoken with our neighbors and "verbally directed them to stop work in the unimproved alley until we had a chance to review this further." Mr. Tissue also, stated that (Mr. Blische) "he indicated he would continue working on the fence that runs from his house along his western property line." (See October 2, 2018 email from Rodney Tissue) So, the neighbor is allowed to continue working on a fence when he isn't following the conditions of the permit?

After Mr. Tissue's visit, Mr. Blische posted "no trespassing signs" and wrapped the erected posts in "police caution tape" while he continued to erect his partial fence. For almost a year, Mr. Blische was allowed to leave a partially erected residential fence over six-foot-high (erected over a concrete curb on the property) and the erected posts over six-foot high (see email October 3, 2018 to Rodney Tissue). across the alley and along City Park Driveway without a valid permit. Mr. Blische was not required to replace the city park split rail fence that he had removed which would have blocked access to the alley. The posts set in concrete were left blocking the grass alleyway to and along City Park Driveway, where the city park fence had been previously taken down by the neighbor. Not only was an eyesore created with the fence posts wrapped in police caution tape but, when the split rail fence was not replaced, a thoroughfare was created for people other than the adjoining property owners and this led to the subsequent trashing between adjoining properties from time to time. The neighbor didn't obstruct the grass alleyway between our properties, so he could drive his vehicle and cart through from Highland Way out onto City Park Driveway. We requested repeatedly that the city split rail fence be replaced to prevent the activities that were occurring. For over a year and a half, our requests have been refused. The COH refused our requests and yet they replaced split rail fence, at the end of February, the next day after a vehicle accident.

At the end of October 2018 after work on the fence had been halted, we noticed that the property at 550 Highland Way was the only property that had its sidewalk and curb replaced in the neighborhood. We couldn't find a permit for the work, so we don't know any particulars about "who did the work" or "who paid for the work", but the neighbor does brag about "how he doesn't pay for anything." Maybe he bartered a deal with the Engineering Dept like he does for everything else.

We also noticed that the neighbor planted two "red bud trees" in the city ROW in front of the property. We found that interesting since the COH Engineering Dept. has a program for planting street trees for property owners who request them and it has a list of approved trees posted on their website. Since red bud trees are not on the approved list and the trees were planted by the neighbor without permission, you would think the City Engineer would care, but he didn't. It seems that there is a different set of rules for the next door neighbor then there is for everyone else.

In September 2019, we then noticed that the neighbor had added boards and dirt to the bottom of the erected posts further blocking access across the alley. The neighbor had posted, for over a year, a copy of some paperwork with lines crossed out, on the garage doors, that appeared to be a fencing permit application from the City of Hagerstown. The paperwork could not be read by others without going onto the property, so we called the Permit Dept. about the paperwork. We were told that there wasn't a valid fence permit or a permit of any kind on file for 550 Highland Way. We requested a copy of the previous permits and conditions, so we might be able to determine what was posted on the garage doors. The Permits Dept. relayed our concerns to a Code Enforcement Officer, Justin Cole. We were told in a phone call from the Code Enforcement Officer and in an email from the Permits Dept. (See September 13, 2019 email from Wendy Atha) stating that Angela could no longer help us, that the Engineering Dept. would be handling this issue and we would need to contact them. Why is a taxpaying property owner denied access to information from a government agency?

We contacted the Engineering Dept. and we spoke to Mr. Bender at that time about the neighbor continuing construction of the fence without a valid permit. Mr. Bender told us if a quitclaim wasn't being presented by the neighbor, then the fence would need to be removed.

At the beginning of November, we saw the neighbor adding crossties to the fence post across the alley and crosstie supports on the fence posts along City Park Driveway. (see pictures, crossties and posts were removed after a year and a half right before the quit claims were presented to the Planning Commission) One of the posts that was removed can be seen lying at the base of the neighbor's temporary fencing along with the city park split rail fencing that was removed. Mr. Blische uses the split rail fencing for his own purposes, like securing the base of his temporary fencing or using it to move larger pieces of wood around his backyard. Remember, different rules apply to Mr. Blische than anyone else and he doesn't respect other people's property. We called the Engineering Dept. and spoke with Mr. Tissue about

the fence being constructed again without a valid permit. We said that we had spoken to Mr. Bender over a month ago regarding the fence construction being started up again and hadn't heard back from anyone. Mr. Tissue said he didn't know we wanted to speak to him about the issue. He said he would contact "Brandon" and inform him that a quit claim needed to be presented by the end of the month or the fence posts would need to be removed and the city park fence would have to be replaced. He said that "Brandon" hadn't presented a quit claim thus far, so he doubted it was happening. We said that we hadn't been contacted by anyone regarding a quit claim for the alley. We couldn't understand why Mr. Tissue was giving "Brandon" to the end of the month, when he had already been given a whole year, plus extra time from Mr. Bender, already to submit a request for a quit claim. We didn't hear back at the end of the month from Mr. Tissue.

Three months after the so called first deadline for the quitclaim, we heard from Mr. Tissue via an email and a letter, dated December 30, 2019. Mr. Tissue said he spoke with Michael Draper, a neighbor who was the lead person in contacting the neighbors regarding the quit claim, and told him that he needed to present the quit claim ASAP. Nothing about this issue was handled ASAP until they wanted to proceed with the quit claims and gave us deadlines. Suddenly "time was of the essence" and we were being rushed into a response to their "simple solution" to handle a possible "significant issue" regarding our fence and the location of the alley ROW discovered by "their surveyor". The fact that a quit claim had been organized by a neighbor for seven of the adjoining property owners and why they would be proceeding with the request for a quit claim for a portion of the alley along City Park Driveway, without our involvement was never explained to us, but we could join the quit claim, if we agreed with their solution to our possible significant issue.

Our involvement wasn't necessary for the quit claim to proceed because the boundaries had been crafted in a manner to exclude us as being considered an "abutting" property owner and thus propose a partial quit claim instead of a quit claim for the entire alley.. Refer to the drawing (#15-082-01) of the boundary of the proposed partial quit claim not being drawn as a straight line perpendicular to the property line at 550 Highland Way. The west boundary of the quit claim area for 550 Highland Way is drawn in an irregular shape 12 feet away from our property line. We found this to be suspicious since the property owner of 550 Highland Way is insisting that the additional property, not requested in the partial quit claim, is received by her in the remainder of the alley proposal. There is also a small triangular section at the east end of the alley that is being reserved as a public right-of-way which is adjacent to the property at 608 Sunset Avenue, Monaghan property, which isn't included in the quit claim. Why is the City of Hagerstown retaining a triangular section of the alley for a public right-of-way when the public right-of-way does not appear to exist in the first place from their definition and declaration?

Mr. Tissue provided us with an in house survey of our property (see drawing 83-727-01 and informed us that in the process of the field work survey and property line research, the surveyor had discovered that the actual alley was not where it appears in the field and our rear fence was largely in the alley and beyond our property. He said it could be a significant issue, but they had a proposal for a simple solution for resolving that issue (See Letter to Ramsburg). Being that the survey was performed in the field on October 9, 2018, we found it interesting that the boundaries of the alley and our fence weren't an issue until almost 15 months later when the partial quit claim request was finally organized. We were given three weeks to let Mr. Tissue know if we accepted his proposal and wished to participate in the quit claim of the alley. But, Mr. Tissue stated that our fence could be subject to city code section 216-19. We noticed that the drawing showed the position of our fence, but the detail of the neighbor's fence encroaching on the alley was missing from drawings provided to us.. The fact that there were at least two fence encroachments in properties involved in the quit claim request that could be subject to city code 216-19 was never mentioned. There is also a fence encroachment of Alley 25-7A at 618 Sunset Avenue, Dieterich property since 2010, that exists. Mr. Dieterich is a current member of the City of Hagerstown Board of Code Appeals and his fence encroachment hasn't appeared to cause a significant issue for ten years. Even though Mr. Dieterich's fence encroachment is also the fencing boundary with his neighbor at 648 Sunset Avenue, Mr. Draper, a previous member of the City of Hagerstown Permits, Inspection and Code Compliance Review Committee and it hasn't appeared to cause a significant issue either. There is also a fence encroachment across the unimproved right of way at 610 Sunset Avenue, Kimmel property, and it hasn't appeared to cause a significant issue either. Actually, if you go all the way back to 2018, to the initial drawings supplied by the Engineering Dept. for the license agreements and fence permits for 550 Highland Way, you can see that our fence was clearly visible within the "believed boundaries" of the paper alley on the City of Hagerstown drawings and it didn't appear to cause a significant issue at that time either. It can be quite a task to determine which drawings one needs to refer to concerning this issue. It appears that the drawings included with the deeds from the Engineering Dept. are labeled 83-727-01 through 83-727-08. Our property was labeled 83-727-01, but we were excluded from the other properties that are labeled 83-727-02 through 83-727-08 and are included in the partial quit claim. The drawings 83-727-01 through 83-727-08 refer to 15-082 which is not included with the quit claim. The drawing that is included with the quit claim is 15-082-01

Needless to say, we felt threatened by Mr. Tissue's letter and disappointed that we were being given a three week timeline to respond when the paper alley issues with the neighbor had been allowed to drag on for more than a year and half. We responded that we would need more time than three weeks to be able to consult the advice of an attorney and

surveyor in order to protect our interests based on the issues that had been raised. We consulted with an attorney who suggested that we meet with Fred Frederick regarding our surveying concerns. Even with back pain issues and future back surgery, Mr. Frederick managed to meet with us and familiarize himself with the alley out in the field. He suggested to us, that in his professional opinion, he would have drawn the property line at the boundary of 550 Highland Way in a perpendicular manner. We expressed to him that our major concern about the proposal was being able to abate the thoroughfare that had been created between the two properties. The City of Hagerstown has refused to request that the property owner replace the city fence that had been removed or to replace the fence themselves stating that they didn't want to be in the fencing business and yet another section of split rail fence was replaced quickly within days after an auto accident. It also appears that they don't mind being in the fencing business for the portion of the Historic City Park that runs along Virginia Avenue that they are currently requesting bids for its installation. They just don't want to be in the fence business for a 12 foot section of the Historic City Park along City Park Driveway that is being used by a neighbor for a vehicle pass through and others have used as a shortcut between the two properties. Mr. Frederick worked up an alternate proposal for the division of the remainder of the alley that he thought was reasonable and forwarded that proposal to Mr. Tissue. Mr. Frederick asked that the area being proposed be staked in the field, so that everyone could see the boundaries.. Stakes were put in by the city surveyor, but we were told that the neighbor had already said that she was not in favorite of giving us anymore area, as if it was her area to give. We felt the need to have more than a four foot boundary in order to comfortably maintain the area beside our fence since we were told that the neighbor intended to move her six-foot-high fence up to the new property line.

When the stakes were placed for alley 2-57A , it was clear that the fencing erected at 550 Highland Way was encroaching on the alley ROW (see pictures showing corner boundary stake placed for 550 Highland Way), but Mr. Tissue failed to mention that a possible "significant issue" existed for the neighbor regarding their backyard fence, also. Mr. Tissue had already crafted a "simple solution" for that issue by including the area with the existing fence into the proposed quit claim between the two properties. The neighbor removed the cross ties and fence post that had been erected across the alley, for a year and half, before the Planning Commission Meeting. But the posts that were erected on city park property, where the split rail fence used to be, were left because the plan has always been to provide this area to the neighbor for inclusion in her backyard. The existing quit claim area does not include the over six-foot-high fence encroaching on the alley ROW or the over six-foot-high fence posts erected on city park property. But, it does include fencing that is encroaching on the alley ROW in two other locations, which don't appear to be a "significant issue" since the quit claim is supposedly addressing those issues.

Even though we have been greatly disappointed with the treatment we have received from a high level employee of the City of Hagerstown and his preferential treatment of one property owner over another property owner, we have tried to move forward in good faith to find a solution while protecting our interests. We have invested time and money in searching out professional advice while the Engineering Dept. has been providing its staff and legal resources, paid for by taxpayer dollars, free of charge to fulfill the wishes of one property owner for two years. Mr. Tissue insisted on giving us short timelines to respond while allowing the other property owner, endless time to act. There have been no violations issued, penalties assessed, or requests made to return city park property that was removed during the past two years.

Would someone please tell the City Engineer to stop pushing this agenda through before we have had an opportunity to ask our questions and have our questions answered? We are still waiting for the answers to questions we have asked a long time ago.

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