

John Gerold

Item # 1

Via Facsimile (301) 495 1320

3 February 2002

Mr. Derick P. Berlage, Chairman  
Mountgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, MD 20910  
Fax (301) 495 1320

**RE: Subdivision File Number: 7-03018 (1-03065)  
Georgia Avenue, Olney MD**

Dear Mr. Berlage,

Please accept this letter in response to your **OFFICIAL NOTICE OF PUBLIC HEARING** on the above referenced property. As a neighbor and owner of property that abuts the proposed lot, I am opposed to the development of this land due to several serious safety, water control and health concerns.

First, I have had flooding problems in the past from water flowing from the proposed subdivision site towards my property. This flooding has caused damage to my house, and has required the removal and reinstallation of carpet on more than one occasion. I have finally been able to control the water runoff, but the proposed subdivision means further disruption to the property and the potential to re-aggravate the problem.

Additionally, due to the slope of the land, any development such as that proposed in the subdivision plan could result in a sediment control problem, leaving a sediment pond in my back yard. This would pose a danger to neighborhood children – including my own – and would likely increase the mosquito population in the area. Further, there is already a drainage pond close to my property off of Tavenner Court. Any additional sediment or drainage pond created by the proposed subdivision would mean there would be two such bodies of water within approximately 50 yards of my home.

A second issue is the effect of additional traffic on our small access road. The addition of 5 houses to our small neighborhood will cause traffic on the Georgia Avenue access road to almost double, posing a great threat to children and contributing to the deterioration of the road itself. Additionally, many drivers believe they can bypass Georgia Avenue using this access road, only to discover that it is a cul-de-sac; the high speed and frequency of this occurrence will only continue to increase with additional development in the immediate area.

Thirdly, when I purchased our home, I was pleased to learn that the subject property did not have sewer access and therefore was unable to be developed into multiple homes (the one existing house in the property is on septic). When I spoke with County staff, I was told that if the developer does not get access to gravity sewage then it can be pumped to

the east, north or south. If the proposed subdivision is allowed to proceed with such a plan, there may very well be considerable problems for adjoining landowners if there is a problem with the pump (individual or subdivision). In such an event, there will likely be a back up of sewage onto both the development and adjoining neighbors' property.

Lastly, there is not a turning lane to enter and turn onto the access road from Georgia Avenue. People drive the speed limit of 50 MPH on Georgia Avenue and are required to significantly reduce their speed (they must come close to a complete stop) in order to make a sharp right and then left to enter the access road. In addition to a turning lane on Georgia Avenue, the access road should be widened to better accommodate two-way traffic. These actions will further impede on neighbors property. Additionally, a stop-light is badly needed, as it can take up to 10 minutes each morning to get out of the access road. Traffic is also heavy on weekends, due to shoppers at the antique store, so the need for these changes is crucial if we are to add an additional development using the access road.

Another area of concern I have is the questionable manner in which the applicant conducted himself with respect to the proposed subdivision. Specifically, his actions related to the access of a WSSC sewage easement have been nothing short of dishonest. In a recent discussion with the new property owner, he mentioned that he told my neighbors (and gave them a letter stating) that if they don't give him access to an easement that WSSC will force them to do so. In this same vein, I saw him out staking yards without permission. His letter and conversations were both misleading and false.

As a result of these recent events, I have spoken to WSSC staff, who told me that they rarely, if ever, force homeowners to provide an easement for a new subdivision. In any event, I would object to any such action by WSSC in every way possible. I resent the deceptive tactics used by the new property owner in his attempt to acquire an easement.

After discussing the letter that was sent to only neighboring properties, other individuals not receiving the letter but with effected properties, I'm not sure why a sign was not displayed, as is custom, alerting interested parties to this upcoming hearing.

Thank you for your consideration of this letter. I look forward to addressing my concerns to the Planning Board at the meeting on February 6<sup>th</sup>.

Regards,



John T. Gerold + Andrea (3 kids Lyndsey, Hadley, Lauren, 6, 3, 6 months)  
3506 Taverner Ct  
Olney MD 20832

Item #1  
GENERAL SUBM - 5  
#9-2-6-03

Robert W. & Maryline L. Sharp

February 3<sup>rd</sup>, 2003

16721 Gooseneck Terrace, Olney, MD 20832  
(301) 260 0212, sharpr@sysnet.net

Mr. Derick P. Berlage, Chairman  
Montgomery County Planning Board  
8787 Georgia Avenue, Silver Spring, MD 20910  
Fax (301) 495 1320

Reference: **Subdivision File Number: 7-03018**  
Georgia Avenue, Olney MD

Dear Mr. Berlage,

This letter is in response to your **Official Notice of Public Hearing** on the referenced property. We own property adjacent to the proposed lots. We don't wish to belabor quality of life issues; continuous expansion of noise pollution, more time on the road and less with our families; diminishing green space; images of Georgia Avenue in Olney at 7:30 a.m. and 5 p.m. Those issues are important and certainly you hear them frequently, however we have additional and more immediate concerns.

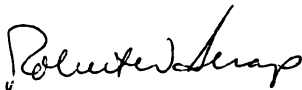
Water flows from this field (the proposed lots) toward our property and we have had significant flooding problems in the past. At one point the water pressure was so great it burst seams in our welled exit wall. We requested that the builder (Winchester Homes) perform a grading adjustment and reinforce the wall, but they determined there were "no defects." To alleviate basement flooding we had to install a trench drain, alter the grading in our yard, and install a battery powered auxiliary sump pump at a total cost of \$2161.00. The sump system still runs frequently even with careful drain and gutter maintenance—a barely adequate solution. Additionally, to avoid potential recurring carpet replacement, we finished our basement with tile rather than carpet—an increased expense of approximately \$4000.00 over the price of carpet. Adding pavement and altering the grading of the field could have disastrous consequences.

We have a three-year-old child and another inbound, and there are dozens of children under the age of seven in our neighborhood. If a sediment problem were to arise, there is no safe, out-of-the-way location for a sediment pond. There is another runoff pond only a few hundred yards away—in addition to creating a safety problem, adding another pond will certainly exacerbate the mosquito problem.

We also understand through the local Homeowners Association that if gravity sewage is not obtained, sewage can be pumped in other directions. Any problems with pumps could cause sewage to back up onto the development and adjoining neighbors' property—an untenable solution. The existing water runoff problem already discussed should completely eliminate any discussion of septic systems as a viable option.

Thank you for taking the time to review these issues.

Regards,



Robert Sharp

Attachments:

1. Photos of basement after rain (color copy to be presented at the 6 Feb 03 meeting if fax is unclear)
2. Letter from Winchester Homes
3. Sump pump battery unit receipt (James Wheat & Sons)
4. Trench drain proposal/receipt (The Water Works, 2 pages)



6305 Ivy Lane, Suite 800  
Greenbelt, Maryland 20770  
Tel: (301) 474 4411  
Toll Free (800) 527 8558  
Fax: (301) 474 1609

November 3, 1999

Mr. Robert W. Sharp  
16721 Gooseneck Terrace  
Olney, MD 20832

Re: Lot VG 2011  
DOS 1/3/97

Dear Mr. Sharp:

Our office is in receipt of your letter dated October 9, 1999. In regard to your concerns with your areaway, I performed an inspection of the exterior of your home on October 21, 1999.

Upon my inspection, I found some gaps between the areaway walls and steps, which appear to be caused by some minor settlement of the steps. This is not considered to be a major structural defect with a loss of loadbearing capability, and is not covered under the warranty.

In order to help alleviate further leakage through the joints between the walls and steps, I would suggest having the steps power washed to clean the area, and then a concrete caulk used to seal the gaps. There are also contractors that repair cracks in concrete by ejecting an epoxy solution to seal the cracks if you wish to go that route. One such contractor that Winchester uses is Structa Bond. If you wish to contact them, their telephone number is (301)206-3700, but please understand that you would be responsible for any charges involved.

I also noted on my inspection that the areaway itself was filled with silt, leaves, debris, etc., as you had described in your letter I found the drain to be installed correctly, and as I am sure you are aware, the areaway drain should be snaked to clear the drain if blocked, and kept clean on an ongoing basis to prevent water buildup.

~~While we are sympathetic to your situation, Winchester must deny your request to make repairs because our warranty coverage has long since expired.~~

Sincerely,

WINCHESTER HOMES, INC.

Albert van Overeem  
Field Production Manager

Cc: Customer File - VG 2011

ATCH 2 - SHARP

# JAMES A. WHEAT & SONS, INC.

Plumbing, Heating, Air Conditioning  
Bath Remodeling, Gas Logs & Tile Work

7834 Beechcraft Avenue

Gaithersburg, Maryland 20879

(301) 670-1944 • 1-877-4-WHEATS • Fax (301) 670-0405

# PLUMBING SERVICE TICKET 84639

MECHANIC *Jeff Malone*

START	IN <i>10 15</i>	OUT <i>1 15</i>	DATE	<i>11/15/02</i>
HOUSE WATER TEMPERATURE	<i>112</i>	HOUSE WATER PRESSURE	HOME PHONE	<i>301-260-6212</i>
JOB NAME	<i>Robert Sharp</i>		WORK PHONE	
ADDRESS	<i>16721 Gooseneck Terr</i>		WATER HEATER INFO	
CITY	<i>Olney MD 20832</i>		OLD	NEW
BILL TO			MAKE	MAKE
ADDRESS			MODEL	MODEL
CITY			SERIAL #	SERIAL #
DESCRIPTION OF WORK				

QUAN.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	<i>Installed Zeller 1/3 HP. sump pump in the basement, clean out the bottom of sump pump, Didn't install battery system to the pump, No warranty, 3 years warranty on pump</i>		
	<i>1" 1/2 PVC pipe</i>		
	<i>1- 1/2 PVC male Adp</i>		
	<i>2- 1/2 PVC coup</i>		
	<i>1- 1/2 Pvc 90</i>		
	<i>1- 1/2 ferruce</i>		

DATE	NAME	HOURS	RATE	AMOUNT	RECOMMENDATIONS
<i>11/15/02</i>	<i>Jeff</i>	<i>300</i>	<i>1.54</i>	<i>466.00</i>	<i>pd Discover</i>

**BY SIGNING THIS YOU ACKNOWLEDGE YOU HAVE READ THE INFORMATION AND RELEASE ON THE BACK OF THIS SERVICE TICKET WITH RESPECT TO BLACK MOLD.**

WARNING: WATER FROM A HOT WATER HEATER IS CAPABLE OF SCALDING  
NO GUARANTEE ON FROZEN PIPE REPAIRS  
NO GUARANTEE ON HEAVY GREASE OR ROOTS IN LINES  
NO GUARANTEE AGAINST SEDIMENT IN LINES  
NO GUARANTEE ON POLYBUTYLENE REPAIRS

LIMITED WARRANTY: ALL MATERIALS, PARTS AND EQUIPMENT ARE WARRANTED BY THE MANUFACTURERS' OR SUPPLIERS' WRITTEN WARRANTY ONLY. ALL LABOR PERFORMED BY THE ABOVE NAMED COMPANY IS WARRANTED FOR 30 DAYS OR AS OTHERWISE INDICATED IN WRITING. THE ABOVE NAMED COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ITS AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF ABOVE NAMED COMPANY.

I HAVE AUTHORITY TO ORDER THE WORK OUTLINED ABOVE WHICH HAS BEEN SATISFACTORILY COMPLETED. I AGREE THAT SELLER RETAINS TITLE TO EQUIPMENT/MATERIALS FURNISHED UNTIL FINAL PAYMENT IS MADE. IF PAYMENT IS NOT MADE AS AGREED, SELLER CAN REMOVE SAID EQUIPMENT/MATERIALS AT SELLER'S EXPENSE. ANY DAMAGE RESULTING FROM SAID REMOVAL SHALL NOT BE THE RESPONSIBILITY OF SELLER.

*Robert Sharp* *11/15/02*  
CUSTOMER SIGNATURE DATE

TERMS:  
ALL UNPAID BALANCES WILL INCUR 1 1/2% INTEREST PER MONTH FROM THE DUE DATE IN THE EVENT THAT LEGAL ACTION IS REQUIRED TO ENACT COLLECTION OF THE AMOUNT DUE. IT IS AGREED THAT THE OWNER WILL PAY ACCRUED INTEREST, PLUS ATTORNEY'S FEES AND COURT COSTS.

REGULAR  WARRANTY  
 CALL BACK  SERVICE AGREEMENT  
 CONTRACT  
 OVERTIME  
 QUOTED

*COMP*  
**THANK YOU**

TOTAL SUMMARY	
DIAGNOSTIC FEE	
FLAT RATE	<i>466 00</i>
TOTAL MATERIALS	
TOTAL LABOR	
MISC.	
SUBTOTAL	<i>466 00</i>
DISCOUNTS	<i>-15 00</i>
TOTAL	<i>451 00</i>

**ATCH 3-SHARP**

301-924-2664

~~1800-853-3536~~

# PROPOSAL

301-924-2669

THE  
WATER  
WORKS

16504  
MINUTE  
MAN TERR.  
ROCKVILLE  
MARYLAND  
20853  
(301)  
302536

CONTRACTOR <i>T.W.W.</i>	ARCHITECT <i>N/A</i>	DATE OF PLANS <i>N/A</i>
LICENSE NO. <i>12647</i>	PHONE	DATE <i>4-16-99</i>
PROPOSAL SUBMITTED TO <i>ROBERT SHARP</i>	JOB NAME <i>SHARP</i>	
STREET <i>16721 GOOSENECK TOLL</i>	JOB LOCATION	
CITY, STATE and ZIP CODE	JOB PHONE <i>202-414-4747</i>	

We Propose hereby to furnish materials and labor—complete in accordance with specifications below, for the sum of:

*\$1600 upon signing PD OCT 4-99* dollars (\$ *1,710.00* )

Payment to be made as follows:

*REST ON COMPLETION \$1,110.00*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



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

We hereby submit specifications and estimates for: *TRENCH DRAW*

AT BACK RIGHT OF HOUSE, INSTALL TRENCH DRAW TO FRONT BED NEAR ELECTRICAL BOX. THE TRENCH DRAW IS DESIGNED TO COLLECT SURFACE AND SUBLEVEL WATER. THE TRENCH DRAW SHALL BE INSTALLED BESIDE TREE BEDS TO COLLECT EXCESS SUBLEVEL WATER. THE TRENCH DRAW SHALL CONSIST OF 3/4" WASH GRAVEL & 4" PERFORATED A.D.S PIPE. ALL EXTRA SOIL SHALL BE LEFT ON SITE. ALL TURF SHALL BE HAND CUT AND ROLLED OVER. AT COMPLETION OF PROJECT ALL TURF SHALL BE TAMPORED AND WATERED.

ATCH 4 (10F2)-SHARP

We Propose hereby to furnish materials and labor—complete in accordance with specifications below, for the sum of:

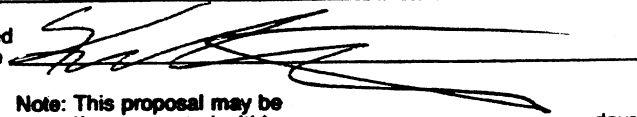
\$1600 UPON SIGNING <sup>DP</sup> OCT 4-99 dollars (\$ 1,710.00 )

Payment to be made as follows:

REST ON COMPLETION \$1,110.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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THIS TRENCH DRAW SYSTEM IS GUARANTEED FOR 5 YRS.

ATCH 4 (20E2) - SHARP

THE WATER WORKS

16504  
MINUTE  
MAN TERR.  
ROCKVILLE  
MARYLAND  
20853  
(301)  
476-3334

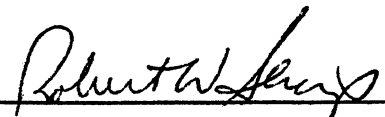
START DATE  
4-21-99

COMPLETION DATE  
4-22-99

301-924-2669

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature



Date of Acceptance:

17 APR 99

Signature