

***EXPEDITED***  
**MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION**  
**STAFF REPORT**

<b>Address:</b>	7212 Cedar Avenue, Takoma Park	<b>Meeting Date:</b>	9/9/2020
<b>Resource:</b>	Outstanding Resource <b>Takoma Park Historic District</b>	<b>Report Date:</b>	9/2/2020
<b>Applicant:</b>	Kelly and Marcos Vaena	<b>Public Notice:</b>	8/26/2020
<b>Review:</b>	HAWP	<b>Tax Credit:</b>	n/a
<b>Case Number:</b>	37/03-20III	<b>Staff:</b>	Dan Bruechert
<b>PROPOSAL:</b>	Fence Installation		

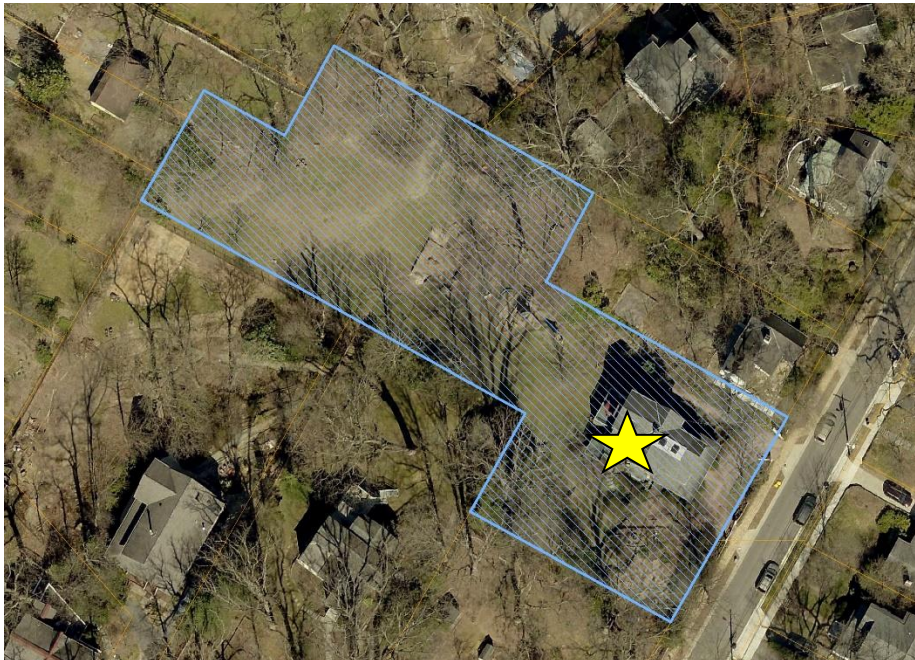
**STAFF RECOMMENDATION**

- ☐ Approve  
☒ Approve with conditions

- Staff will not issue the approval documents until it has verified MHT's Easement Committee has reviewed and approved the proposal.

**ARCHITECTURAL DESCRIPTION**

**SIGNIFICANCE:** Outstanding Resource to the Takoma Park Historic District  
**STYLE:** Queen Anne  
**DATE:** c.1890



*Fig. 1: 7212 Cedar Ave. is a deep, irregular lot.*

## **PROPOSAL**

The applicant proposes to install a 4' (four foot) tall wood paddock fence along the rear of the property. Two gates will be installed on the fence.



*Figure 2: A precedent image of the proposed fence.*

## **APPLICABLE GUIDELINES**

### **Policy On Use of Expedited Staff Reports for Simple HAWP Cases**

IV. The Expedited Staff Report format may be used on the following type of cases:

1. Alterations to properties on which the Maryland Historical Trust (MHT) holds an easement and which have been reviewed and approved by the MHT Easement Committee.
2. Modifications to a property, which do not significantly alter its visual character.
10. Construction of fences that are compatible with historic site or district in terms of material, height, location, and design. Requests for fences higher than 48" to be located in the front yard of a property will not be reviewed using an Expedited Staff Report.

### **Montgomery County Code; Chapter 24A-8**

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to ensure conformity with the purposes and requirements of this chapter, if it finds that:

- (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
- (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or
- (d) In the case of an application for work on an historic resource located within an historic district, the commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value of surrounding historic resources or would impair the character of the historic district. (*Ord. No. 9-4, § 1; Ord. No. 11-59.*)

### ***Secretary of Interior's Standards for Rehabilitation***

The Secretary of the Interior defines rehabilitation as “the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.” The relevant *Standards* are as follows:

- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportions, and massing to protect the integrity of the property and its environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### **STAFF RECOMMENDATION**

Staff recommends that the Commission **approve with one condition** the HAWP application

- 1. Staff will not issue the approval documents until it has verified MHT's Easement Committee has reviewed and approved the proposal; under the Criteria for Issuance in Chapter 24A-8(b)(1), (2), and (d), having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the district and the purposes of Chapter 24A;

and with the *Secretary of the Interior's Standards for Rehabilitation #2, 9, and 10*;

and with the general condition that the applicant shall present the **3 permit sets of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping** prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff's discretion;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make **any alterations** to the approved plans. Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or [dan.bruechert@montgomeryplanning.org](mailto:dan.bruechert@montgomeryplanning.org) to schedule a follow-up site visit.



FOR STAFF ONLY:  
HAWP# 920968  
DATE ASSIGNED \_\_\_\_\_

# APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION  
301.563.3400

## APPLICANT:

Name: Kelly and Marcos Vaena

E-mail: kvaena@gmail.com

Address: 7212 Cedar Ave

City: Takoma Park Zip: 20912

Daytime Phone: 301-222-3275

Tax Account No.: \_\_\_\_\_

## AGENT/CONTACT (if applicable):

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Contractor Registration No.: \_\_\_\_\_

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property 37/03

Is the Property Located within an Historic District? ☒ Yes/District Name Takoma Park Historic District  
☐ No/Individual Site Name \_\_\_\_\_

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Yes. We are working with the Maryland Historical Trust to determine if the easement is impacted by the fence.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 7212 Street: Cedar Ave.

Town/City: Takoma Park Nearest Cross Street: Tulip Ave.

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Parcel: \_\_\_\_\_

**TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> New Construction   | <input type="checkbox"/> Deck/Porch          | <input type="checkbox"/> Shed/Garage/Accessory Structure |
| <input type="checkbox"/> Addition           | <input checked="" type="checkbox"/> Fence    | <input type="checkbox"/> Solar                           |
| <input type="checkbox"/> Demolition         | <input type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting           |
| <input type="checkbox"/> Grading/Excavation | <input type="checkbox"/> Roof                | <input type="checkbox"/> Window/Door                     |
|   |  | <input type="checkbox"/> Other: _____                    |

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

\_\_\_\_\_  
Signature of owner or authorized agent

\_\_\_\_\_  
Date

**HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING**  
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

<b>Owner's mailing address</b> Kelly and Marcos Vaena 7212 Cedar Ave. Takoma Park, MD 20912	<b>Owner's Agent's mailing address</b>
<b>Adjacent and confronting Property Owners mailing addresses</b>	
Nancy Augustine 7204 Cedar Ave Takoma Park MD 20912	Edward Faine 7214 Cedar Ave Takoma Park, MD 20912
Louise Klee and Peter Munger 106 Tulip Ave Takoma Park, D 20912  Adam Gleich and Sarah Poole 4 Barclay Ave Takoma Park MD 20912	Wolfgang and Gertrud Mergner 104 Tulip Ave Takoma Park 20912  Charles Hutzler and Jen Schwerin 1 Barclay Ave Takoma Park MD 20912
Zev and Sarah Kanter 7213 Holly Ave Takoma Park MD 20912  Nancy Knight 7211 Holly Ave Takoma Park MD 20912	Elizabeth Thornhill and James Geohegan 7215 Holly Ave Takoma Park MD 20912  John and Catherine Varnum 7217 Holly Ave Takoma Park MD 20912

**Description of Property:** Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Single family home, Victorian construction, built 1888 est. Large back lot with a steep decline to a flat portion on the back end of the property. No other significant construction.

**Description of Work Proposed:** Please give an overview of the work to be undertaken:

Installation of paddock fencing on the property line where there is no current fencing. Fencing will include 2 gates, with permission obtained from those neighbors (4 Barclay and 106 Tulip). The most complete description is in the attached proposal by Builders Fence.

Work Item 1: Paddock Fencing on property line

Description of Current Condition:

There is currently fencing from adjacent neighbors at 7204 Cedar, 104 Tulip, 7213 Holly, 7217 Holly and 1 Barclay Ave.

Proposed Work:

Our intent is to install Paddock fencing in the gaps to enclose our yard, primarily for a dog.

Work Item 2: \_\_\_\_\_

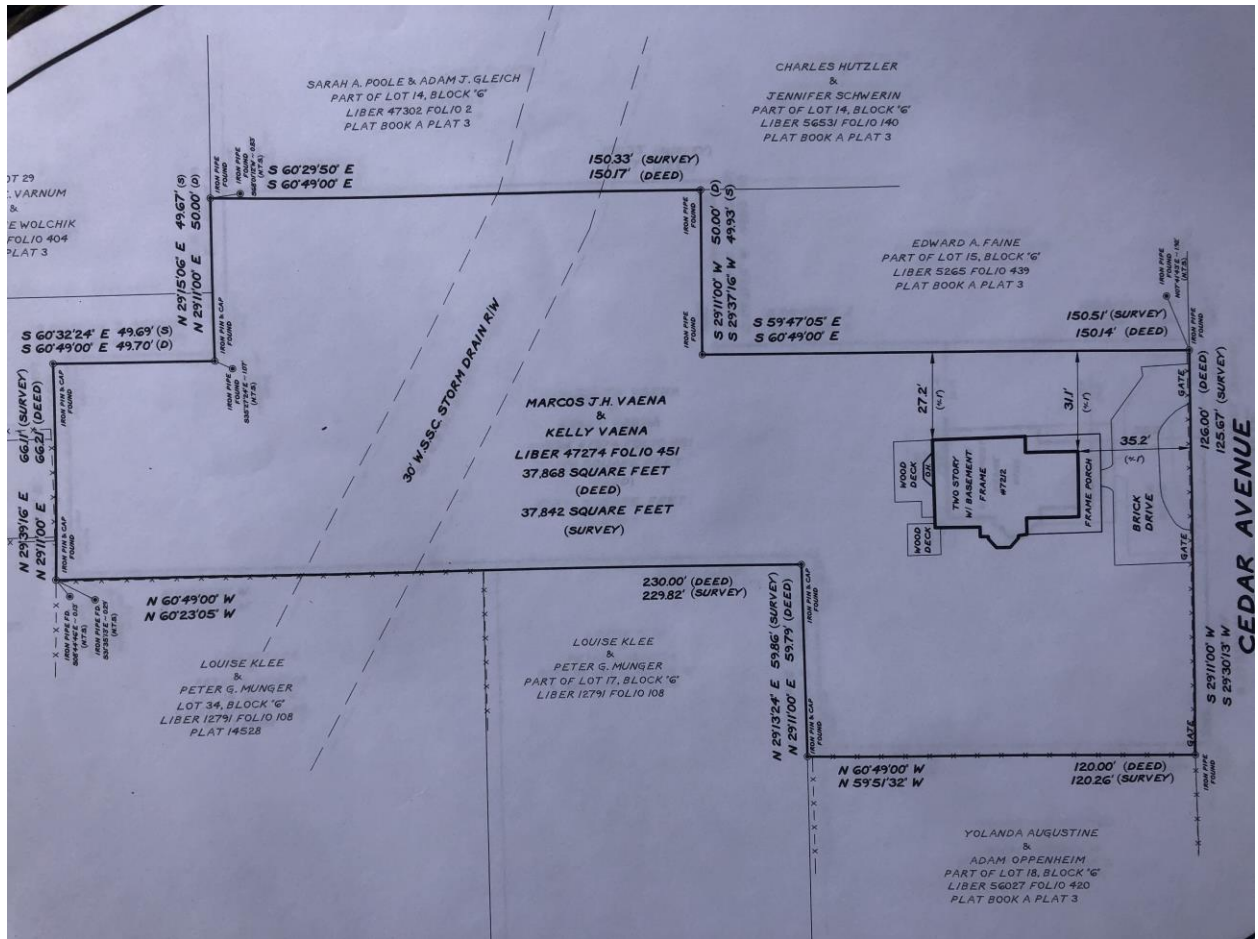
Description of Current Condition:

Proposed Work:

Work Item 3: \_\_\_\_\_

Description of Current Condition:

Proposed Work:



Date: 6-14-20 Job Number: \_\_\_\_\_ County: MOCO  
Name: Mr. & Mrs Vaena  
Address: 7212 Cedar Ave.  
City: Takoma Park State: MD Zip: 20912  
Job Site Address: \_\_\_\_\_  
Home Phone: 301-232-2567 Work Phone: \_\_\_\_\_

Project Description (Goods and Services Sold):

kvaena@gmail.com

## Paddock Fence

Install approx. 627' l/ft of 4' high pressure treated 3-board paddock style fence with black vinyl coated 2"x4"x48" wire mesh (posts//wire//boards), 2-4' wide arched top CEDAR spaced board gates with arched tops.

Install approx. 80' l/ft of black 2x4x48" wire mesh on the inside of existing fence and two gates. Will not be neat a clean as the new fence.

Posts to be 4x4, gate posts to be 6x6 (optional upgrade), set 24"-30" in the earth or to refusal dry packed in concrete. Horizontal boards to be 1x6. Each post to be equipped with a 1x4 fascia board and black cap. Nails to be galvanized.

MOCO Permit Included. \*\* All brush removed from lines by others.

Total: \$8850-15% Discount= \$7525.

## Job Notes:

All Angie's List and Web Site Discounts are included in price

Exclusions: Core-drilling/boring/blasting, power/electric supply, seed/sod/straw, operator replacement/repair, engineering, survey.

Due to radial shrinkage gapping will occur between boards. Posts to be equipped with black caps. Nails to be galvanized ring shank.

Total Contract Price: \$7525  
(Price valid for 15 Days)

Deposit: \$2510

Due Upon Substantial Completion: \$5015

Estimated Start Date: 5-6 Weeks

Estimated Completion Date: 1-2 Days

The projected dates are contingent upon obtaining approved financing, permits, H.O.A., or other conditions beyond Seller's control.



Customer agrees to pay the Total Price for such materials and labor, pursuant to the Payment Terms provided at left. All materials are to be #2 pressure treated southern yellow pine unless otherwise stated. Interest at the rate of 2% per month will accrue on all past due accounts. Builders Fence Company will not accept out of state checks.

**BUYERS RIGHT TO CANCEL:** If this agreement was solicited at a residence and you do not want the goods or services, you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Notice of Cancellation for an explanation of this right.

Acceptance: The construction proposal contained herein, including the specified price, payment terms, construction specifications, and other terms and conditions on the reverse side of this contract, is hereby ACCEPTED.

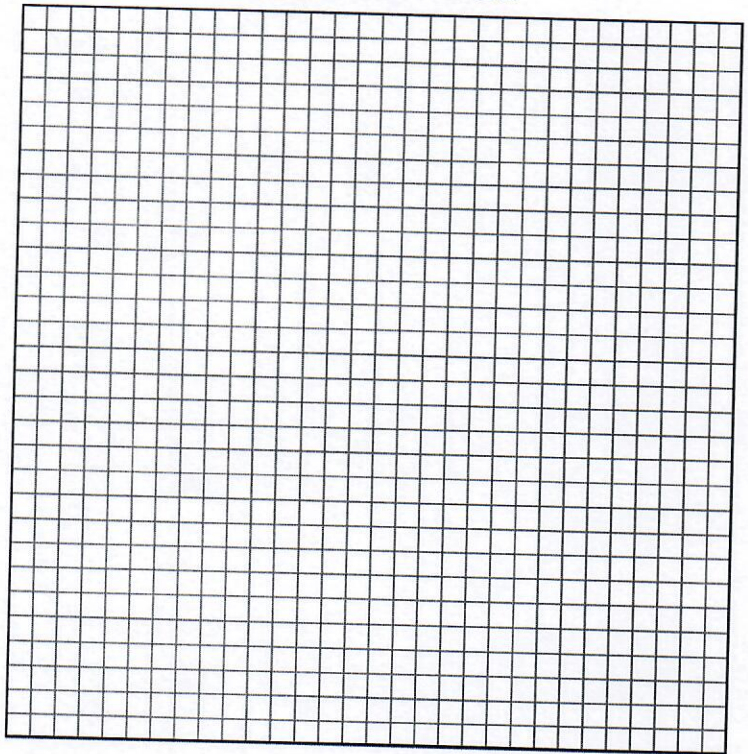
Builders Fence Company

(Authorized Representative's Signature)

Scott Benjamin Ruete, Sr.

Authorized Representative's Printed Name

☐ Fence to Meet Pool Code



## Grade

☐ Level at Top



Fence to be level with highest grade. (Customer to fill in gaps)

☒ Following Grade



Fence following flow of ground. (Fence will be uneven at top)

☐ Step and Level



Each section to step as dictated by the grade. May result in large gaps under the fence. (Customer to fill in gaps)

Buyer(s)

(Signature)

Date

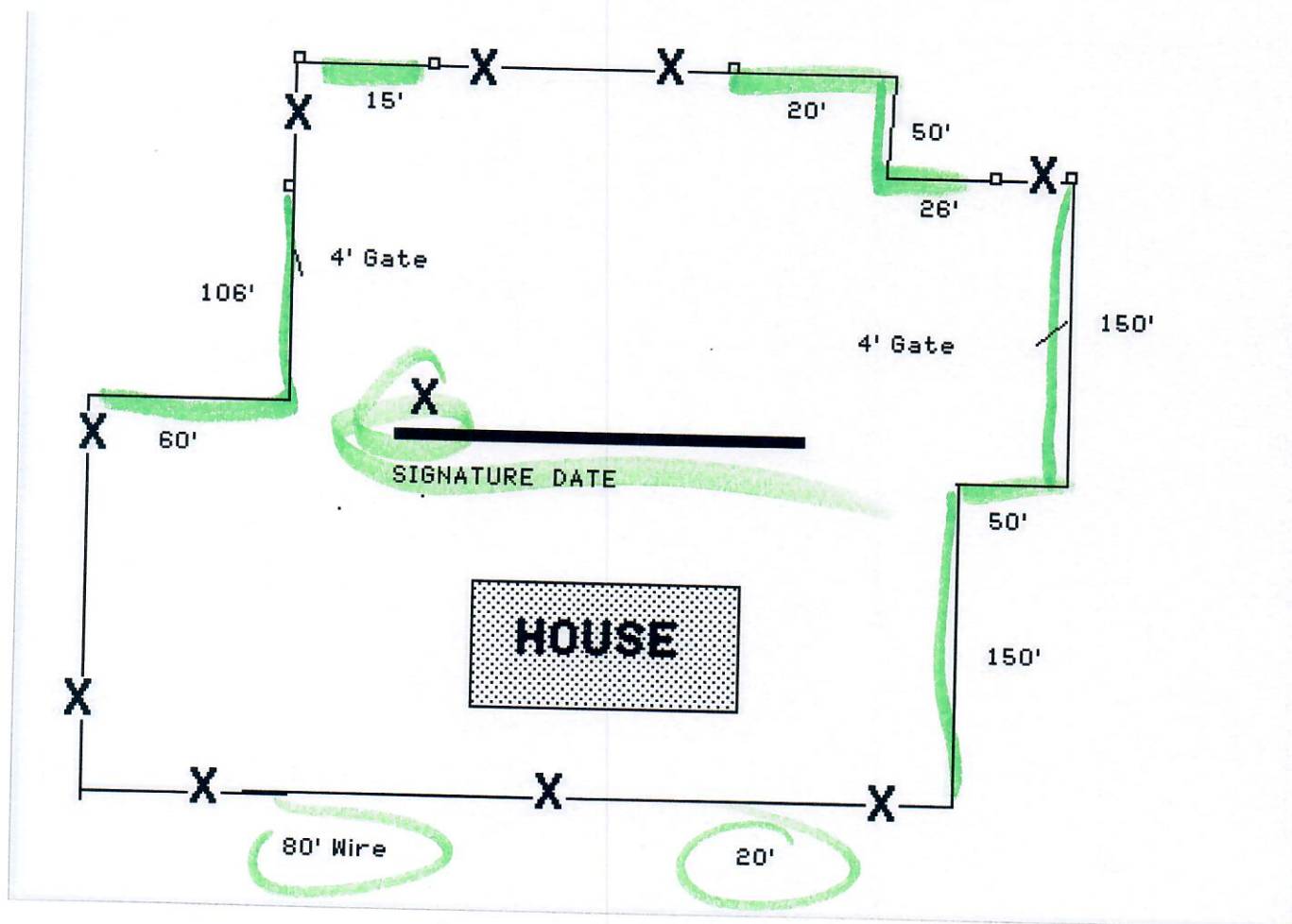
(Signature)

Date

## JOB SKETCH

Vaena  
7212 Cedar Ave  
Takoma Park, MD 20912  
301-232-2567

627' 4' high PT 3-BOARD PADDOCK W/ 2X4 BLACK WIRE Fencing WITH 2- 4'X4' ARCHED TOP CEDAR SB GATES. INSTALL 80' OF 48" BLACK WIRE TO INSIDE OF EXISTING FENCE. SCOTT WILL MEET THE CREW.



06/17/2020

## TERMS AND CONDITIONS

1. **Agreement.** This Contract constitutes the entire agreement between Builders Fence Company ("Contractor") and Customer and supersedes all prior discussions, proposals or agreements by and between the parties. Modifications to the terms of this Contract shall only be enforceable if in writing, signed by both parties. Changes to the Construction Specifications and/or price after execution of this Contract shall require a written change order signed by both parties, except as expressly provided for herein. Customer represents and warrants that he/she/they are the owners of the real property identified on the front page of this Contract, upon which the Project shall be constructed, and that they are authorized to enter into this Contract for the improvements described herein.
2. **Cancellation.** Either party may cancel this Contract without charge or obligation within seventy-two (72) hours after execution (the "Rescission Period") and all amounts paid by Customer to Contractor shall be promptly refunded. No work on the project will begin until after the expiration of the Rescission Period. If Customer cancels this Contract after the expiration of the Rescission Period but before construction begins, Customer shall pay to Contractor a cancellation fee equal to thirty percent (30%) of the deposit amount plus all costs incurred by Contractor prior to Contractor receiving written notice of cancellation from Customer. The cancellation fee shall be deducted from the deposit. The difference between the cancellation fee and the deposit shall be paid by Customer to Contractor, or the balance of the deposit, if any, shall be returned to Customer, within fourteen (14) days of cancellation. Once work on the Project has begun, this Contract may not be cancelled, and Customer shall be responsible for the Total Price, even if Customer elects not to have the Project completed. The amounts to be paid or retained by Contractor under this Section shall be deemed liquidated damages, to compensate Contractor for the expenses, lost profits and other amounts incurred, and not as a penalty or forfeiture.
3. **Site Access, Condition and Restoration.** Customer shall provide Contractor with adequate access to the Project site and all utilities needed to complete the Project. Customer shall be responsible for clearing the entire Project site (including, without limitation, both sides of the proposed fence line, if applicable) of all materials, brush, debris and timbers used to hold back the soil prior to the Estimated Start Date. The Total Price does not include any clearing and any such work shall be billed and paid by Customer at the rate of One Hundred Dollars (\$100.00) per hour. The Total Price assumes that no rock, boulder or other obstructions shall be encountered and that the soils will be of sufficient quality to allow for normal installation processes to be utilized. Customer shall be responsible for all additional labor, materials and equipment required to remove any rock, boulders or other obstructions or to provide such additional foundations for the Project as may be required due to soil conditions. All dirt and other excavated materials shall remain on the Project site and Customer shall be responsible for removing such materials unless otherwise specified herein. Contractor assumes no responsibility for damage to any yard features or landscaping that is moved, disturbed or destroyed during the course of construction. Contractor shall have no obligation to repair or replace yard features, or to reseed or sod the yard. Customer shall be responsible for backfilling any gaps located at the bottom of the fence due to variations in grade.
4. **Fence Location and Property Boundaries.** Customer bears sole responsibility for the location of the fence. Contractor is not responsible for determining property lines, boundaries, set-backs or easements and is not responsible for any costs associated with removing or replacing any fence that is deemed to be built outside of the property boundaries.
5. **Project Completion and Acceptance.** The Project shall be deemed completed upon the Contractor's delivery of a Completion and Acceptance Notice which is attached to the invoice. The Project shall be deemed completed by Contractor and accepted by Customer, unless, within five (5) days after delivery of Completion and Acceptance Notice, Customer notifies Contractor in writing of Customer's non-acceptance and the reasons for such non-acceptance.
6. **Permits and Approvals.** Customer shall be responsible for applying for and obtaining any and all required county or other local government permits, approvals and inspections, Home Owners Association approvals, copies of plat, and signed documents required for permits and other applications, except for any permits, approvals and inspections that are required by law to be requested by or in the name of Contractor or as otherwise specifically provided for herein.
7. **Locating of Utilities.** Contractor shall be responsible for contacting Miss Utility to identify all participating public underground utilities. Customer shall be responsible for locating all non-participating public utilities and all private underground utilities and systems, such as plumbing (including septic systems and lines), gas lines, cable lines, sprinkler systems, lines and components and wiring. Contractor shall not be responsible for any damage to or the cost of repairing utilities or systems that are not properly marked or identified and Customer shall indemnify and hold Contractor harmless for and from any such costs or damages incurred by Contractor or any third-party as a result of such improper marking or identification.
8. **Delays.** The Estimated Completion Date represents Contractor's best estimate of the time it will take to complete the Project absent any weather delays, interruptions in labor or material supplies, Acts of God, differing site conditions, payment or other defaults by Customer or other unforeseen circumstances. Accordingly, Contractor does not guarantee that the Project will be completed by the Estimated Completion Date, and shall not be responsible for any delays in completing the Project. In addition, the Total Price assumes and is based upon the uninterrupted construction of the Project. In the event Project is delayed due to the actions, failure to act or defaults of Customer, Customer shall pay to Contractor all additional costs incurred as a result of such delays, including, without limitation, a trip fee of \$150 for each additional trip required to complete the Project.
9. **Insurance.** Customer shall carry fire, windstorm and other necessary insurance for the property upon which the Project is to be constructed. Contractor will carry workers compensation and liability insurance.
10. **Warranty.** Contractor will provide labor at no cost to the original owner for replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty for the period of one (1) year. Contractor's workmanship is warranted against defects for one (1) year from the date of completion of the Project (the "Warranty Period"), which warranty is expressly conditioned on Contractor's nameplate remaining on the structure and Customer properly maintaining the structure for the full Warranty Period. The materials utilized in the construction of the Project are subject to the applicable manufacturer's warranty, if any, and are not warranted by Contractor. Moreover, Customer has been advised and understands that wood is a natural product and, as such, shrinking, warping, cupping and cracking or checking is normal and to be expected, even with proper maintenance. Such conditions are not covered by Contractor's or manufacturer's warranty. THE EXPRESS WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR TO A MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR INTENDED USE. CUSTOMER UNDERSTANDS THAT ANY INK OR STAMP MARKS ON THE MATERIAL ARE FROM THE MILL OR MANUFACTURER AND CONTRACTOR IS NOT RESPONSIBLE FOR THEIR REMOVAL. THIS WARRANTY IS NOT EXTENDED TO OWNER PROVIDED MATERIAL.
11. **Remedies and Limitation of Liability.** If any of Contractor's workmanship proves defective and Customer provides Contractor with written notice of such defect during the Warranty Period and all other conditions for warranty coverage have been satisfied, Contractor shall repair the Project, which shall be Customer's sole and exclusive remedy. In the event the defect is not due to Contractor's workmanship, but rather due to the failure of the Project materials, it shall be Customer's obligation to secure replacement materials and to pursue all material warranty rights, if any, with the material manufacturer(s). In the event of a warranty repair, the Warranty Period shall not be extended. CONTRACTOR'S OBLIGATION TO REPAIR ANY DEFECTIVE WORKMANSHIP, PURSUANT TO THE TERMS OF THIS SECTION, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RELATED TO THE CONSTRUCTION OF THE PROJECT AND CONTRACTOR'S OBLIGATIONS AND PERFORMANCE HEREUNDER. CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. Under no circumstances shall Contractor's liability hereunder exceed the maximum of (a) the amount of money actually paid by Customer to Contractor, or (b) One Dollar (\$1.00).
12. **Customer Default.** If, for any reason, Customer fails or refuses to pay the Total Price, or any portion thereof, pursuant to the Payment Terms provided herein or to perform any of Customer's other obligations hereunder, Customer shall be in default. In such case, Contractor shall be relieved of any further obligation under the terms of this Contract, and shall be entitled to retain all funds paid to it through the date of such default and to the immediate payment of the balance of the Total Price. All materials used in the construction of the Project shall belong to Contractor until customer makes full payment of the Total Price. If Customer defaults upon its payment or other obligations hereunder, in addition to Contractor's other rights under this Contract and Virginia law (including, without limitation, the right to file a mechanics lien), Contractor shall be entitled (a) to remove all materials from Customer's property, in addition to exercising all of its other rights under this Contract and applicable state law, and (b) to recover from Customer all costs, fees and expenses (including all legal fees and costs) incurred by it, whether or not litigation is commenced.
13. **Applicable Law; Disputes.** This Contract and the rights and obligations of the parties hereunder shall be governed and resolved exclusively by the laws of the Commonwealth of Virginia. Exclusive jurisdiction over any and all lawsuits or other actions filed to resolve any disputes arising out of or in any way related to this Contract or to enforce any right hereunder shall be in the General District and Circuit Courts of Loudoun County, Virginia, to which jurisdiction the parties hereby consent.
14. **Severability.** It is the parties' intention and agreement that, should a court of competent jurisdiction determine that any provision or portion of any provision contained in this Contract is unenforceable, invalid or void, that the balance of the Contract or affected provision, as applicable, be enforced to the full extent possible consistent with the parties' intentions as expressed herein.

# BUILDERS FENCE COMPANY INC.

MAIL: 44330 MERCURE CIRCLE, STE. 140, DULLES, VA 20166

OFFICE: 703-820-0967

FAX: 703-661-8610

## CREDIT CARD PURCHASE INFORMATION

Name (as it appears on credit card) \_\_\_\_\_

Current Billing Address \_\_\_\_\_

MC: VISA AMMEXX DISCOVER

Credit Card # \_\_\_\_\_

EXP. DATE \_\_\_\_/\_\_\_\_

CID# (security code) # \_\_\_\_\_

Amount to be charged \$ \_\_\_\_\_ (Deposit)

Amount to be charged \$ \_\_\_\_\_ (Upon Substantial  
Completion)

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_



















