

MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	15020 Clopper Road, Boyds	Meeting Date:	4/20/2022
Resource:	Secondary Resource <i>Boyds Historic District</i>	Report Date:	4/13/2022
Applicant:	Maria Romer	Public Notice:	4/6/2022
Review:	HAWP	Tax Credit:	N/A
		Staff:	Michael Kyne
Permit Number: 987969			
PROPOSAL: Construction of a new fence			

STAFF RECOMMENDATION:

Staff recommends that the HPC **approve with one (1) condition** the HAWP application.

1. The proposed fence will be 4' high from Clopper Road to the approximate rear of the subject property house, thereafter transitioning to 5' high. Compliance with this condition will be delegated to Staff.

ARCHITECTURAL DESCRIPTION:

SIGNIFICANCE: Secondary Resource within the Boyds Historic District
DATE: 2012



Fig. 1: Subject property, as marked by the blue star.

PROPOSAL:

The applicant proposes to construct a new fence at the subject property.

APPLICABLE GUIDELINES:

When reviewing alterations and new construction within the Boyds Historic District, several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include *Montgomery County Code Chapter 24A (Chapter 24A)*, the *Vision of Boyds: A Long-Range Preservation Plan (Vision)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these documents is outlined below.

Montgomery County Code; Chapter 24A-8

- (a) The commission shall instruct the director to deny a permit if it finds, based on the evidence and information presented to or before the commission that the alteration for which the permit is sought would be inappropriate, inconsistent with or detrimental to the preservation, enhancement or ultimate protection of the historic site or historic resource within an historic district, and to the purposes of this chapter.
- (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
 - (3) The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or
 - (4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or
 - (5) The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or
 - (6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.
- (c) It is not the intent of this chapter to limit new construction, alteration or repairs to any 1 period or architectural style.
- (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.

Secretary of the 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 *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 shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall 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 DISCUSSION:

The subject property is a Secondary Resource within the Boyds Historic District. The Commission approved the construction of the current house and detached garage with one condition in 2010, when the demolition of the previous house (a c. 1940s 1 ½-story stucco over cement block house) was also approved. The one condition of approval was related to the proposed new garage door, requiring it to be a carriage-style or similar door. The current house and garage were constructed using a mix of traditional and alternative materials, including fiber cement siding, fiberglass doors, and a composite deck at the rear.



Fig. 2: North/northeastern boundaries of the historic district, with the subject property marked by the blue star.

The subject property is directly opposite the Boyds Station MARC Train parking lot to the north, which, along with Hoyles Mill on the other side of the train tracks, define the northern boundary of the historic district. The immediately adjacent house to the east (left, as viewed from the public right-of-way of Clopper Road) is considered a Spatial Resource, as it was constructed in 1989, four years after the historic district was designated to the Master Plan for Historic Preservation. Farther east (left), on the opposite side of the Spatial Resource and at the northeastern boundary of the historic district, is a c. 1880s Gothic Revival-style Primary Resource. The house immediately adjacent at the west (right) side of the subject property is also a c. 1880s Gothic Revival-style Primary Resource.

The applicant proposes to install a new 120 LF, 5' high aluminum picket fence at the west (right) side of the subject property, replacing an existing white vinyl picket fence in the same location. As stated in the application, there is an existing fence of the proposed style, material, and height on the east (left) side of the property, which was installed recently by the neighbor at 15016 Clopper Road. Staff has confirmed that a fence permit was issued for this fence on August 1, 2019; however, the fence was not reviewed and/or approved by staff or the HPC, as is required, since this property is in the historic district.

The Commission typically requires fences forward of the rear plane of the house at historic properties and within historic districts to be no higher than 4', preserving the visibility, interaction, and perceived openness of the properties and streetscape. Additionally, the subject property is zoned R-200, and, per Section 6.4.3 (C) (2) of the Montgomery County Zoning Ordinance, "[t]he maximum height of a fence or wall in any front setback in a Residential zone is 4 feet." Accordingly, staff recommends that the proposed fence be 4' high from Clopper Road to the approximate rear of the subject property house (approximately 80 LF, per ArcMap GIS), thereafter transitioning to 5' high.



Fig. 3: Fence plan and staff's recommended condition.

The Commission does not typically approve aluminum fences, finding that the material is not sufficiently comparable to traditional materials and generally incompatible at historic properties and within historic districts. In this case, the subject property is near the north and northeast boundaries of the historic district, and the proposed fence will be most visible when entering the district from the east or existing the district from the west. Also, as noted, the subject property house is recent (2012) infill construction, and the immediately adjacent house to the east (left) is a c. 1989 Spatial Resource. Because the proposed fence will be primarily viewed when looking to or from these non-contributing properties, or from outside the historic district, staff finds that the proposed material will not significantly detract from the contributing properties, surrounding streetscape, or historic district, as a whole.

Staff also notes that the historic district exhibits a variety fence materials and styles (i.e., metal picket, split rail wood, wood picket, and chain link fences) at the front and sides of properties, making the proposed fence material generally compatible with subject property and surrounding streetscape, per *Standards # 2 and #9*. The fence could also be removed in the future, leaving the essential form and integrity of the historic property and its environment unimpaired, in accordance with *Standard #10*.

After full and fair consideration of the applicant's submission, staff finds the proposal, as modified by the recommended condition on Page 1, as being consistent with the Criteria for Issuance in Chapter 24A-8(b), (1), (2), and (d), and with the *Secretary of the Interior's Standards for Rehabilitation #2, #9, and #10*, as outlined above

STAFF RECOMMENDATION:

Staff recommends that the Commission **approve with the one (1) condition specified on Page 1** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b), (1), (2), and (d), having found that the proposal, as modified by the condition, 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 an electronic set 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 michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.



FOR STAFF ONLY:
HAWP# 987969
DATE ASSIGNED _____

**APPLICATION FOR
HISTORIC AREA WORK PERMIT**
HISTORIC PRESERVATION COMMISSION
301.563.3400

APPLICANT:

Name: Maria Romer
Address: 15020 Clopper Road
Daytime Phone: 301-996-7203

E-mail: momero8@yahoo.com
City: Boys Zip: 20841
Tax Account No.: _____

AGENT/CONTACT (if applicable):

Name: _____
Address: _____
Daytime Phone: _____

E-mail: _____
City: _____ Zip: _____
Contractor Registration No.: _____

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property _____

Is the Property Located within an Historic District? Yes/District Name Boys
____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.

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: 15020 Street: Clopper
Town/City: Boys Nearest Cross Street: _____

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]

Owner's mailing address
15020 Clopper Road
Boys, MD 20841

Owner's Agent's mailing address

Adjacent and confronting Property Owners mailing addresses

15030 Clopper Road
Boys, MD 20841

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 on parcel 212 with detached garage and installed shed.

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

Install 120 feet of five feet high black aluminum "Piedmont" style three rail picket fence between property lines of Parcel 212 and Parcel 214 from Clopper Road to back of property. Exact same fence installed recently along property line of neighboring Parcel 210.

Work Item 1: **Install Fence**

Description of Current Condition: Four foot plastic white picket fence with wood pickets along property line installed by builder.

Proposed Work: Remove plastic white fence and replace with black aluminum fence to match fencing on left side of the property.

Work Item 2: _____

Description of Current Condition:

Proposed Work:

Work Item 3: _____

Description of Current Condition:

Proposed Work:

HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*

(800) 486-4283MHIC # 9615, #9615-01, #9615-02
DC # 2116**LONG FENCE**

Long Fence Company, Inc.
1910 Betson Court • Odenton, Maryland 21113
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643
www.longfence.com

Job No. _____
Order No. _____
Customer No. _____
Date 3/24/2022

**BUYER'S NAME:**

Maria Romero

STREET:

15020 Clopper Rd

CITY:

Boyds MD 20841

ST:**ZIP****COUNTY:**

Montgomery

MAP Page/Grid**HM PH:**

301-996-7203

WK PH.**MR.****CELL:**

301-996-7203

MS.**E-MAIL:**

momero8@yahoo.com

LEAD #:

21RM5980

Long Fence Company, Inc. (herein called Seller) proposes
to furnish materials, labor and equipment to install:

neighbor's existing fence

X
X
X

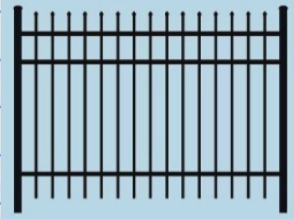
HOUSE

120

Approximately 120 feet of five feet high black aluminum "Piedmont" style three rail picket fence. Pickets are 5/8" spaced 3 13/16" apart.
Posts are 2" with flat caps and are set 30-36" in the ground in wet poured concrete.

Buyer to remove existing fence prior to installation.

Long Fence to obtain county building permit, buyer to provide copy of house plat. Not subject to HOA approval.



Fence style

Estimated Monthly Investment

____ Per Month
With Approved Credit

PLEASE PAY OUR FOREMAN**Additional Information or Remarks:**

All discounts applied including 20% coupon

Buyer to show fence/property lines to installers when work begins

Survey stakes on right side visible as of 3/22/22

*Timeline may be affected by material availability

Total Contract Price

\$5150

Deposit With Order

1717

Due on Day Materials are Delivered

1717

Due on Day of Substantial Completion

1716

And/or Balance Financed

Work to begin approximately 8-12 weeks*. Work to be completed approximately 1-2 days.

This projection is contingent upon obtaining approved financing, permits, H.O.A., and other conditions beyond Seller's control.

Estimate valid for 30 days for purpose of acceptance by the buyer.

Buyer agrees to pay for the goods, services and installation referred to above in accordance with the terms of this Agreement.

Buyer acknowledges that before Buyer signed this Agreement, Seller submitted the Agreement to Buyer with all blank spaces filled in and that buyer had a reasonable opportunity to examine it and that thereafter a legible executed and completed copy thereof was delivered to Buyer. Buyer has read and understands both the front and reverse sides of this Agreement, and agrees to the terms and conditions as set forth herein.

Long Fence Company, Inc.

Buyer(s)

(Sales Representative's Signature)

(Signature)

Maria Romero

Date

Noah Karchmer

Sales Representative's Printed Name

107671

License No.

(Signature)

Date

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day after the date of this transaction. See the accompanying notice of cancellation for an explanation of this right. If you cancel within the time period noted above, the seller may not keep any of your cash down payment.

ENTIRE AGREEMENT This Agreement sets forth the entire Agreement between the parties. Any and all prior agreements, warranties, oral discussions, or representations made by either party are superseded by this Agreement. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

WARRANTY: The work will be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year from the date of substantial completion. This warranty does not cover damage resulting from accident, unreasonable use, neglect, alteration, acts of God or any other causes not arising out of defects in materials or workmanship. In addition, Seller 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. This warranty is not extended to owner provided products. Unless otherwise stated in the manufacturer's warranty terms and conditions the product warranty is non-transferable. The seller's warranty is non-transferable.

MATCHING EXISTING PRODUCTS: Unless Buyer provides the Seller with specific information on available source of supply of existing roofing, siding, and other building materials, Seller will use its best efforts to provide matching products from current inventory.

TIMELINESS OF PAYMENT: Failure to meet payment schedule may result in suspension of the work. Buyer expressly grants the Seller a time extension to compensate for time lost resultant from non-payment. If the balance is not paid upon substantial completion, Buyer agrees to pay all costs of collection including attorney's fees in the amount of 30% of the balance owed. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Solely at the Seller's option, any action brought by either party resulting from performance of this contract, or breach thereof, may be resolved through mediation.

MATERIALS: Unless otherwise noted, lumber is pressure treated #2 Pine, graded in compliance with the S.P.I.B. Inherent wood and composite characteristics including, but not limited to warping, checking, bowing, knot holes, wane, rough edges, stamps, markings, and variances in color and board width are not cause for rejection by Buyer. Gate framing lumber is not treated. Chain link materials are in compliance with CLFMI standards.

WORKMANSHIP: Deck boards are not pre-drilled. Manufacturers' recommended fasteners are used. They reduce but do not eliminate mushrooming. Buyer acknowledges that free-standing deck construction will include, to the extent determined necessary by Seller, attachment to the building wall for lateral support. Unless expressly noted, Seller shall select the method of addressing slopes and changes in grades. Fence boards will not be custom sized to eliminate gaps created by uneven terrain.

SURVEY: Buyer is solely responsible for the determination of property lines. A plat provided by the Buyer cannot be considered sufficient information to prevent misalignment or encroachment on neighboring properties. Seller make no claim that its representative are qualified to interpret survey plats. Buyer agrees to indemnify and hold harmless Seller from any resulting claims if Buyer does not obtain a property survey.

UNDERGROUND UTILITIES: Seller will call the Miss Utility service to mark public lines prior to starting the work. Seller accepts no responsibility and shall be indemnified and held harmless by Buyer from liability for damages to private underground utilities and obstructions including, but not limited to electronic fences, pool equipment, drain systems, sprinkler heads, irrigation, plumbing, propane, electrical, septic or other supply or discharge lines. Buyer is solely responsible for marking obstructions that may interfere with the work.

DISTURBANCE CREATED BY THE WORK: Buyer is solely responsible for transplanting or protecting shrubs or other vegetation within five feet of the proposed fence line or within fifteen feet of any portion of the proposed deck/patio that are intended to be unaffected by the performance of the work. Replacement value for any landscaping or plants outside of the limit noted above, that are damaged by the Seller shall be limited to the cost of the item without consideration for associated labor. Sodding, seeding, removal of spoils, lawn restoration and house siding replacement are specifically excluded from the scope of work. Seller's use of Buyer's driveway for purposes of accessing the work site is hereby granted. Seller shall be indemnified and held harmless by Buyer from liability for damages to driveway by trucks or equipment.

PERMITS AND COVENANTS: Seller will comply with all local requirements for building permits, inspections, and zoning. Buyer is to obtain Home Owners Association or other requisite approval for the work, and hold harmless Seller in the event of conflict with a restrictive covenant. Buyer is to advise Seller in writing within 10 days of the date of this contract if any restriction exists.

FINAL PAYMENT DUE UPON SUBSTANTIAL COMPLETION: Buyer agrees to consider the contract substantially complete when Buyer has beneficial use of the product or final inspection is granted when required by local code. The Buyer may arrange to meet with an authorized representative during regular business hours to review the work. Seller's quality control superintendent shall make final determination of substantial completion and compliance with standards of quality and workmanship. Buyer's issuance of final payment or execution of completion certificate or charge authorization for the work may not be withheld for warranty service subsequent to the Seller's determination of substantial completion. Buyer waives any claim of consideration for loss of time, inconvenience, loss of use of premises, nuisance, or other consequential damages arising out of the performance of the contract.

POWDER COATED IRON PRODUCTS: Baked-on polyester finish outperforms regular paint applications. Steel products exposed to the environment are prone to rust. Required touch up will be performed during the installation. Subsequently, some maintenance will be necessary. It is recommended that the integrity of the coating be inspected periodically and that any exposed areas be repaired by Buyer with a rust inhibiting paint.

SELLER'S LIABILITY: The commencement and completion dates are approximate. They are subject at all times to the effect of the weather, floods, emergencies, deliveries or materials, strikes, acts of God, approval of financing, permits, and Home Owners Association, and any other condition beyond Seller's direct control. Such events do not constitute abandonment and are not included in calculating time frames for payment or performance. Seller makes no warranties, express or implied, as to the products' merchantability or fitness for any particular purpose.

ADDITIONAL WORK: The contract price stated herein includes only the items described in this Agreement. Any extra work requested by Buyer shall be charged in addition to such contract price. Seller shall advise Buyer of the additional charge prior to the commencement of any extra work. Costs for replacement or concealed members of the existing structure that are exposed during construction and found to be deteriorating, damaged, or not up to current codes are not included in this contract price. Unless expressly noted, electrical work, lighting and other fixtures including, but not limited to those that may be required at the time of final inspection are not included in this contract price. Unless expressly noted, excavations in excess of 48" for deck support post footings if unsuitable soil conditions are encountered are not included in this contract price.

NON COMPLETION OF AGREEMENT: In the event Buyer prevents Seller from performing the work or otherwise breaches this Agreement after Buyer's right to rescission has expired, Buyer shall be responsible for all cost associated with preparation and/or partial performance of the work including, but not limited to materials, fabrication, labor, permits, surveys and 15% of the contract price as an administrative fee. The administration fee is waived, except for costs associated with surveys and filing fees, only if the cancellation is caused by lack of availability of financing or disapproval by homeowner's association or other permitting authority.

SECURITY DEFAULT: Buyer hereby grants Seller a security interest in the goods sold hereunder to secure all obligations of Buyer to Seller under this Agreement. Seller shall have all the rights of a secured party under the Uniform Commercial Code.

DISPUTE RESOLUTION: Buyer and Seller waive claims against each other for consequential or punitive damages arising out of, or relating to, this Agreement. At the Seller's sole option, any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by mediation.

METHOD OF PAYMENT: Payment hereunder may be made by cash or the transaction may be financed. If Seller is unable to arrange such financing, Buyer shall have 15 days after notice to elect to pay cash; otherwise, this Agreement will be canceled and any money paid to Seller will be refunded.

USE OF SIGNS AND PHOTOGRAPHS: In consideration of \$10.00, which is incorporated into the contract price, Seller and its representatives are hereby authorized to mount and prominently display a Long Fence sign on the completed installation; and further, to photograph the work and Buyer's property. Seller shall have ownership of the photographs. Seller retains the right to create, display, reproduce and distribute the photographs and all derivative works thereof, in all media, in perpetuity.

ALL HOME IMPROVEMENT CONTRACTORS MUST BE LICENSED BY THE MARYLAND HOME IMPROVEMENT COMMISSION. IF YOU HAVE ANY QUESTIONS, CONTACT THE MARYLAND HOME IMPROVEMENT COMMISSION, 500 NORTH CALVERT STREET, BALTIMORE, MARYLAND 21202-3651 AT (410) 230-6309.



