

**Amendment 1 to Council Resolution No. 107-2020**

**BY: The Chairperson at the  
request of the County Executive**

**Legislative Day No. 11  
Date: July 29, 2020**

**Amendment No. 1**

*(This amendment inserts the Planning Board Recommendation as Exhibit A to the First Amendment to Development Rights and Responsibilities Agreement.)*

- 1 Insert the Planning Board Recommendation as Exhibit A to the First Amendment to
- 2 Development Rights and Responsibilities Agreement, attached to the Resolution as Exhibit 1.

1 **CAMILLA CARROLL AND** \* **BEFORE THE**  
 2 **PHILIP D. CARROLL** \* **PLANNING BOARD OF**  
 3 **PETITIONER** \* **HOWARD COUNTY, MARYLAND**  
 4 \*  
 5 **FIRST AMENDMENT TO THE** \*  
 6 **DOUGHOREGAN DEVELOPMENT** \*  
 7 **RIGHTS AND RESPONSIBILITIES** \*  
 8 **AGREEMENT** \*

9 \* \* \* \* \*

10 **MOTION:** *To recommend to the County Council that the First Amendment to the*  
 11 *Doughoregan Development Rights and Responsibilities Agreement for the Camilla*  
 12 *Carroll and Philip D. Carroll is consistent with the General Plan, PlanHoward*  
 13 *2030.*

14 **ACTION:** *Recommended approval; Vote 4-0.*

15 \* \* \* \* \*

16 On July 2, 2020, the Planning Board of Howard County, Maryland, considered the petition of Camilla  
 17 Carroll and Philip D. Carroll for a First Amendment to the Doughoregan Development Rights and  
 18 Responsibilities Agreement (DRRA) to extend the term by a period of five (5) years. The Planning Board  
 19 considered the petition, the Department of Planning and Zoning (DPZ) Technical Staff Report and  
 20 Recommendation and public testimony. DPZ recommended a finding of General Plan consistency between  
 21 the First Amendment to the DRRA and PlanHoward 2030.

22  
 23 The Petitioner was represented by Sang Oh, Esquire. Mr. Oh provided a brief overview of the original  
 24 DRRA, the provisions of the agreement that have been completed and the rationale for the First Amendment.  
 25 One Board member asked what the consequences would be if the extension is not granted. Mr. Oh stated that  
 26 provisions that have been implemented would not be undone but its not clear what the implications would be  
 27 for those items not completed. It is possible they may not occur. Another Board member asked if the  
 28 maintenance fund was essentially going for upkeep of the Carroll’s home and Mr. Oh confirmed that was true.  
 29 One Board member asked to confirm that the extension would continue to prohibit use of Burnside Drive for  
 30 ingress and egress to the Westmount subdivision. Mr. Oh concurred that this provision would be maintained  
 31 in the extension.

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 33

1 Testimony

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3 Six individuals provided public testimony on merits of the Development Rights and Responsibilities  
4 Agreement First Amendment but did not address consistency with the General Plan.

5 Mr. Ilenda, having previously submitted written testimony on behalf of the Chateau Ridge community  
6 group, provided testimony as a resident in support of the DRRA extension. He cited the agreement to not use  
7 Burnside Drive as a connecting street for the Westmount Subdivision as the reason for his support.

8 Mr. Guarneri provided testimony and spoke about the pre-submission meeting on May 23, 2019 and  
9 that residents who attended expressed concerns about the Burnside Drive provision and traffic impacts.

10 Ms. Rollins provided testimony in favor of extending the DRRA stating that she would prefer that  
11 the conditions and agreements not be reevaluated.

12 Ms. Sorak stated that she had submitted written testimony in support of the extension. She asked  
13 that the extension be set at ten years to give the project additional time for completion.

14 Mr. Hurewitz provided testimony to suggest that the focus of the Board decision should be on  
15 answering the question of what is left to be completed under the terms of the current DRRA. He asked about  
16 what would happen if no action is taken on the extension.

17 Mr. Happel was the final person to provide testimony. He stated that his main concern was that the  
18 five-year extension maintains the provision to prevent access from the Westmount Subdivision through  
19 Burnside Drive. He indicated that he was in support of the extension.

20  
21 Board Discussion and Recommendation

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23 In work session, one Board member generally commented that they had no issues with recommending  
24 the extension the DRRA for approval, particularly after hearing from the community about Burnside Drive,  
25 and especially those most directly affected.

26 One Board member stated that DRRA's are typically very lengthy and complicated agreements.  
27 While sometimes adjustments may need to be made, they didn't see any reason not to extend it another five  
28 years.

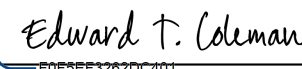
29 Based on the information presented, and the Board's discussion, Ms. Adler made a motion that the  
30 Planning Board recommend finding the First Amendment to the Doughoregan Development Rights and  
31 Responsibilities Agreement (DRRA) consistent with the General Plan. Mr. McAliley seconded the motion,  
32 which passed 4-0.

1 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this **24th** day of **July**  
2 2020, recommends to the County Council that First Amendment to the Development Rights and  
3 Responsibilities Agreement, as described above, be APPROVED.

9 HOWARD COUNTY PLANNING BOARD

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11 Erica Roberts, Chair

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DocuSigned by:

13 Ed Coleman, Vice-chair

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DocuSigned by:  
38C39F6DB20E4A6...

15 Delphine Adler

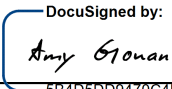
16 Absent

17 Phillips Engelke

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17D7DFE9D4214A8...

19 Kevin McAfee

20 ATTEST:

21   
DocuSigned by:  
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22 Amy Gowan, Executive Secretary

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