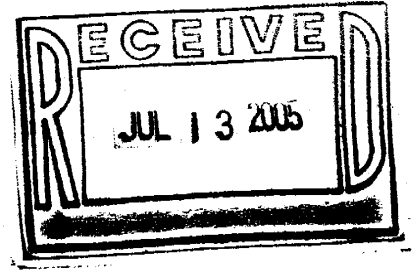




THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION



MEMORANDUM

DATE: June 8, 2005

TO: John Carter, Community Based Planning Division
Melissa Banach, Strategic Planning Division
Tom Vanderpoel, Community Based Planning Division
Mary Dolan, Environmental Planning Division
Daniel Hardy, Transportation Planning Division
Sharon Suarez, Research & Information Division
Tanya Schmieler, Park Planning and Development Division
Gwen Wright, Historic Preservation Unit
Taslina Alam, Development Review Division
Callum Murray, Community Based Planning Team 4

FROM: Carlton Gilbert
Development Review Division

PLEASE REPLY TO: Elisabeth Tesfaye

SUBJECT: Board of Appeals Petition No. S-2648

Special Exception Request: To establish and operate a residential housing facility (assisted living) for 35 senior adults and persons with disabilities.

Location: 14124 Seneca Road, Germantown

Zone: RE-2

Please assign a person on your staff to review the case cited above. Written comments and recommendations are requested by **Friday, September 2, 2005** for the staff report on this case. Staff may sign case files out of the Development Review Division, briefly, for review.

In addition to any other observations, it would be helpful to have your input on the following:

Community Based Planning: 1) consistency with master plan, 2) whether the special exception will adversely affect the surrounding area, 3) any information or recommendation concerning relevant master planning studies or other government action now under way.

Environmental Planning: 1) environmental impact due to topographic or other factors which may cause problems, 2) conformance with tree preservation legislation of Chapter 22-A of the County Code.

Transportation Planning: traffic impact and adequacy of road network affected by request.

Park Planning & Development: impact on existing or proposed park areas.

Development Review: applicable subdivision requirements.

*No Historic Resources affected.
- M. Oaks
7/12/05*

DARNESTOWN CIVIC ASSOCIATION
14100 Darnestown Road
Darnestown, Md. 20874

September 6, 2005

Maryland-National Capital Park and Planning Commission
8787 Georgia Avenue
Silver Spring, Md. 20910

Re: Special Exception Case Number 2648
Metropolitan Washington Orthodox Senior Housing, Inc. (MWOSH)

Dear Chairman Berlage and Planning Board Commissioners,

Representatives of the Darnestown Civic Association (DCA) and Metropolitan Washington Orthodox Senior Housing (MWOSH) have held a series of meetings and have exchanged negotiation letters relating to their application for this Special Exception and DCA's interest in a septic easement plan for their property. Such an easement would assist in completion of a Potomac Sub Region Master Plan recommendation relating to RE2/Country Inn zoning for their parcels and an adjacent parcel 641. The DCA has also published articles in its Little Acorn newsletter relating to MWOSH's Special Exception request. We understand that this referenced information is part of the record..

MWOSH has been very fortunate in obtaining a beautiful spot in the Darnestown Village for their Alpha House. Mr. & Mrs. Jimmie Deoudes, long time Darnestown residents, had the foresight to purchase the parcels 655 and 708 many years ago. Incidentally, Mr. Deoudes owned a property at the corner of Seven Locks and Bradley that was donated for the founding of St. George Greek Orthodox Church.

DCA representatives and Mr. Deoudes had several discussions about his village property beginning in 2000 if not earlier. A couple of these meetings included George Koutras and other MWOSH representatives. After two presentations of the Alpha House original plan for 16 units were given before Darnestown community members, it was understood that they had our approval for that Special Exception since their excess septic capacity would be made available for an adjacent Country Inn / restaurant. At the time that excess capacity would have been about 2 acres. After obtaining our support, they purchased the parcels on June 6, 2001, and were granted a Special Exception # 2484 the following spring.

The Potomac Sub Region Master Plan that was approved by the Montgomery County Council in 2002, recommended a Rural Village Center Overlay Zone for the commercial center of Darnestown in order to create an attractive pedestrian friendly rural village and to encourage a variety of uses that would serve the needs of the Darnestown community. From two community wide surveys the DCA learned that Darnestown residents had a strong interest in a Country Inn style restaurant for the Village Center. For that reason the DCA proposed and the Planned Board and County Council applied the RE-2/ Country Inn zone to the MWOSH property and an adjacent parcel 641.

From our perspective, had we the ability to choose, it would have been better if the Country Inn was able to be situated on a broader site along Seneca Road to include parcels 641 and 655. We, also,

contemplated a small parcel, perhaps a 1/3 acre, for a town hall. The remainder of that portion of the village area would have been residential..

Interest in the restaurant among our community is growing, especially since parcel 641 was purchased by true restaurateurs this past March. They have mentioned calling it the Seneca Inn. We think the Darnestown Rural Village Center can be a prime location for a successful restaurant. It is not far from dense suburban areas and could be a possible lunch or dinner treat for people from all over the county who take advantage of the recreational and rural areas in Darnestown and beyond. If the food and atmosphere are inviting, it could become a destination; such as, Normandy Farm, the Comus Inn, the Olney Ale House, Mrs. Kaye's, Brooke Farm or Old Anglers.

While our contacts with MWOSH representatives have sometimes been blunt, there has never been a time when we considered one another adversaries. We recognize the genuine enthusiasm for the creation of the Alpha House. It is our great hope that everything works out for all of us, and that Alpha House successfully fulfills that which has been envisioned by its founders. If we can come to a successful agreement on the septic easement, Alpha House will have our support.

As of the date of this letter the DCA has not consummated a septic easement agreement with the MWOSH organization. As you can see from our negotiation letters that are part of the record, we seem close in most aspects of an agreement. If a satisfactory agreement cannot be reached and the special exception is granted without the agreement, a viable Country Inn may never happen. We are deeply concerned. Without such agreement, we have to oppose their Special Exception in defense of our Master Plan and the specific goal of a Country Inn in the Darnestown Rural Village. At this point it all comes down to the situation at hand. **We sincerely request that the Board help us realize the Master Plan vision by recommending a condition to Special Exception 2648 that would require MWOSH to sign a septic easement agreement with the DCA.**

The DCA, thanks to the information recently supplied by the Well and Septic section of DPS, has agreed to the MWOSH demand of limiting their obligation to provide only one acre. Now, by analyzing the negotiations between us, the only obstacle appears to be the timeliness of the transfer of the easement to the Country Inn property owners. We argue that since the acre under discussion is not necessary to the Alpha House septic requirements, the restaurant owner should be able to decide the timing of the purchase of the easement. .

We hope an agreement is reached before the hearing date. If not, we need your support of the Master Plan to allow both of our long sought goals to be realized.

Sincerely,

The Darnestown Civic Association Executive Board

(3)

Darnestown Civic Association
14804 Turkey Foot Road
Darnestown, MD 20878

May 20, 2001

Mr. George Koutros
12501 Knightsbridge Court
Rockville, MD 20850-3732

Dear Mr. Koutros:

I apologize for the delay in getting this letter typed and sent to you. I want to let you know that the Executive Board of our association, at our meeting on May 3, 2001, approved a motion to support the proposal to build a group home for the elderly, Alpha House, as described in considerable detail by you and your associates at our Town Meeting on April 19, and at the May 3 board meeting.

We very much appreciate not only your coming to discuss these plans with our association before applying for the necessary Special Exception, but also your willingness to listen to our vision for the central part of Darnestown and to help us by including in your plans the reservation of space for a septic easement which could serve the needs of a restaurant adjacent to your property. While there are still details to be worked out and defined, we are very encouraged that, with the help, cooperation and generosity of your group and of Jimmy Deoudes, we may someday see a restaurant in Darnestown - a wish long held by many residents of our area.

We have our next Town Meeting on Thursday, June 14, in the same room as the April 19 meeting. Your proposal is not currently on the agenda for that meeting, but our newsletter of June 1st will have an article about the project and about the Executive Board's decision to support it. Since someone may bring up the proposal and ask questions about it, it would be helpful if you could attend the meeting and bring along your drawings, one more time. Again, I appreciate the time that you have spent with us, and I believe that this time and effort has been mutually beneficial.

Looking forward to seeing you again on June 14.

Sincerely,

Bruce N. Deppa
President
301-240-7291 (office)
301-963-0567 (home)

cc: Mr. Jimmy Deoudes

be submitted to the Planning Board for formal adoption. The Planning Board recommendation would be to create a new Rural Village Overlay Zone to Darnestown's commercial center, including the subject site. The new zoning would prohibit certain special exceptions. It is not clear whether a group home would be among the special exceptions prohibited, nor is it certain that the County Council will approve that element of the Planning Board's recommendation. The master plan recommendations for the commercial center as a whole are consistent with the request that the Petitioner received from the Greater Darnestown Civic Association to leave room at the northern end of the MWOSH site for parking or excess septic capacity for a future restaurant/tavern or country inn on the adjacent property to the north. The Hearing Examiner finds that, overall, the proposed special exception would be consistent with the recommended Master Plan amendment.³

III. SUMMARY OF TESTIMONY

A. Petitioner's Case in Chief

1. George Koutras, member of MWOSH Board of Directors

Mr. Koutras is one of two vice-presidents on the 20-member volunteer Board of Directors of MWOSH, and testified that the organization agrees to be bound by the testimony and exhibits presented at the hearing.

Mr. Koutras first described the origins of MWOSH. It was created in late 1991 by members of four local Greek Orthodox parishes -- one in Virginia, two in the District of Columbia and one in Bethesda -- who felt that there was a need for an assisted living facility to cater to people of the Orthodox faith. They organized MWOSH as a non-profit corporation, began fundraising, and formed a search committee to find a site for an assisted living facility. The committee initially searched for a site near a Greek Orthodox church, but could not find a suitable property in such a location. The subject

³ Consistency with an amendment that has not been approved and adopted is not a required condition for approval of a special exception; this finding is for general information purposes.

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.The Darnestown Village Master Plan and 'The Restaurant'

A couple of copies of the recently printed Interim Edition of the approved and adopted April 2002 Potomac Subregion Master Plan have come into our hands. The separate maps for the region have not been published yet.

On page 99, two of the five recommendations for the Darnestown Village Center are:

- Allow residential properties adjacent to commercial properties to be used for the septic fields (to serve the commercial properties) where recommended by the Master Plan.
- Apply the RE-2/Country Inn zone to 11 acres on the east side of Seneca Drive (Road) including parcels 655, 708 and 641. (See map)

These recommendations are, of course, no guarantee that a country inn or restaurant would ever come to the Darnestown Village. The expenses involved in purchasing the land, constructing the restaurant, building a parking lot, and installing a septic field with waste water treatment are significant. In order to have a chance of recouping these expenses, a successful restaurant would need a seating capacity of close to 100 seats (so we have been advised). Many of us on the DCA Board and Village Committee have been working toward providing a receptive place in Darnestown for such a restaurant. This endeavor has not been without problems. And yet favorable events have moved us closer to realizing a country inn than we would have imagined a year ago.

The elderly housing concept, Alpha House, occupies most of parcels 708 and 655 (about 7 of the 8.2 acres). Originally this 16 unit home for the elderly could have potentially provided 2 acres of septic capacity for a country inn. As you may be aware, the Alpha House developers now want to expand the facility to 35 units by special exception. The DCA and Alpha House representatives together met with county well and septic staff in February. Alpha House's engineers tentatively determined that septic requirements for the facility would leave approximately one acre or slightly more of possible septic capacity for a restaurant on the adjacent parcel 641.

At the town meeting in March, George Koutras, Lou Balodemus, and others representing Alpha House discussed their plans for the expanded version of this facility. A vote was discussed and taken, and the Darnestown residents present voted overwhelmingly to support the new special exception for the 35 unit Alpha House, **IF** the acre plus of septic capacity would be available for use by the adjacent restaurant. In another vote taken at the same meeting, an approximate two-to-one majority would **NOT** support the expansion of the facility if the septic area was not made available for a restaurant. We have determined that a successful restaurant is not possible without sufficient septic capacity, and without sufficient septic capacity, a restaurant will not even be attempted. We are in discussions with Alpha House representatives on acquiring the necessary permission to utilize their excess septic capacity for the restaurant.

The only possible location for a restaurant/country inn is now on parcel 641. This parcel has changed hands twice since March of 2004. Unfortunately, with each turnover, the cost for a restaurant increases. However, because the property went on the market, the most recent purchasers are restaurateurs who seriously want to build what they have suggested calling *The Seneca Inn*. They learned from county well and septic staff that the 40-60,000 sq. ft. septic field on their parcel alone would translate to approximately 35-55 seats. Much of this septic area

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would be located beneath the parking surface for restaurant patrons. Therefore, they are counting on our help in securing another 40-60,000 sq. ft. of septic capacity to ensure enough seating for a successful restaurant.

The restaurateurs have met with Gerry Foley, Scott Mostrom, Jim Clifford, Terry Reis, Drew Callahan and me. Come meet them at the June town meeting!

Steve Ellis

①

Darnestown Civic Association (DCA)
June 22, 2005

Metropolitan Washington Orthodox Senior Housing (MWOSH) Alpha House

Dear MWOSH Board,

Introduction:

The Darnestown community desires a successful Country Inn in the Darnestown Village area. This desire was evidenced in two community surveys which delineated, among other things, that the only additional commercial business desired by the community in the Village area was a restaurant/Country Inn facility. Because of this Darnestown community mandate, the Darnestown Civic Association (DCA) requested a zoning change for a Country Inn for Parcels 708, 655, 641 located in the Darnestown Village. This request was made during the 1998-2002 Potomac Subregion Master Plan process and was approved by Park and Planning and the Montgomery County Council.

Metropolitan Washington Orthodox Senior Housing's (MWOSH) consent to commit your property's (parcels 708/655) unutilized septic area is vital to development of a viable Country Inn. We perceive the DCA's role as a facilitator to make the Country Inn a reality and thereby, fulfill the wishes of the Darnestown community.

Toward that objective, we offer the following:

Discussion Points:

- A) The Darnestown community seeks a goal of 120 seats minimum for the Country Inn. Based on the estimated septic capacity on Parcel 641, this goal would require 50,000 to 70,000 sq. ft. maximum of septic area on the northern portion of the MWOSH property.
- B) The DCA requests legal agreement with MWOSH for the DCA to act as the legally authorized conduit in the transfer of the necessary septic easement for a country inn facility from MWOSH to the owners of Parcel 641. This conduit role would continue in force until a septic easement transfer is finalized or until the adoption of a new Potomac Subregion Master Plan.
- C) Compensation for the easement area would be negotiated by MWOSH with the owners of Parcel 641 guided by a fair and reasonable market price. The DCA is concerned that too high a price would inhibit a successful compensation agreement. It is important that we are assured that the cost of the easement would not be prohibitively expensive.
- D) If sufficient area is not available for use by the Country Inn at 120 seats when your final site plan is determined, we would request that a minimal amount of septic reserve area for the Alpha House facility be placed under your parking lot to allow for the necessary area to accommodate the goal of 120 seats. The Food Lion has and the Country Inn will have a significant amount of septic field beneath their parking lots.
- E) The legal agreement should be signed by both parties no later than two weeks prior to the Special Exception Hearing. The agreement would be implemented at the appropriate time in the future.

**MEMORANDUM**

To: MWOSH Executive Committee
Darnestown Executive Committee

From: ~~XXXXXXXXXXXXXXXXXXXX~~

Re: Summary of Material Points for Agreement

Date: June 20, 2005

As a follow up to our meeting on May 31, 2005, the following is a summary of material points for an agreement between MWOSH and the Association. The points set forth below are subject to the review, modification and approval of the MWOSH Board of Directors.

Agreement to be structured as a Declaration of Covenants. It would be recorded among land records between MWOSH and the Darnestown Association (Association) after approval of the application for Special Exception filed by MWOSH.

The Declaration of Covenant is an agreement by MWOSH to enter into a septic field easement with the adjoining property owner, the terms of which would be subject to Association approval in its reasonable discretion, for use of the portion of MWOSH property not required by MWOSH for Alpha House septic capacity. The adjoining property owner must agree to construct and open a country inn on the adjoining property within a reasonable time and consistent with the current Master Plan for the property subject to the prior approval of the Association in its reasonable discretion.

Area currently projected to be approximately one acre. Final area to be subject to determination of actual excess capacity after granting of special exception, issuance of ~~the Declaration of Covenants of the Association~~

2

The easement shall include reasonable rights of access over the MWOSH property solely for the installation, operation, maintenance and repair of the septic field.

Rights of adjoining property owner are to be limited solely to subsurface use of the easement area for a separate septic field. No other rights, including any use of the easement area for density calculations, shall be granted to the adjoining property owner. MWOSH retains right to use surface of property and air rights above the property for any permitted legal use, which would not materially impair use of area for septic field.

In the event no Country Inn is constructed within twenty ^{MP} years of the date of the agreement, the covenants expire automatically. If the easement is granted and a Country Inn is constructed and opens for operation, the easement will continue for a term of five years after the cessation of operations of the Country Inn. If a successor Inn commences operations within the five-year period, the term of the easement will continue until five years after the cessation of operations of the then current Country Inn. The initial and any future Country Inn would be subject to the prior approval of the Association, not to be unreasonably withheld.

As a condition of entering into the Agreement, Association shall provide written support and any other support reasonably requested for the MWOSH special exception as currently filed and any subsequent application or amendment which does not materially reduce the potential easement area from the area projected to be available as of date of agreement.

If the special exception is not granted for any reason, the agreement will not be recorded and shall be of no further force and effect.

If the special exception is granted but MWOSH does not commence construction of Alpha House prior to the expiration of the special exception, the agreement shall terminate and be of no further force and effect.

MWOSH shall have the right to require compensation for such easement in an amount up to seventy five percent of the market rate for such easement rights. MWOSH and the Association agree to negotiate in good faith to determine a reasonable formula to establish the amount of such compensation, if any.

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This message is not flagged. [Flag Message - Mark as Unread]

Subject: June 22 Memo - MWOSH

Date: Thu, 30 Jun 2005 16:11:24 -0400

From: "Jim Clifford" <JimC@debelius.com>  Add to Address Book

To: Foleyg007@aol.com, "Stephen Ellis" <smre45@yahoo.com>

I have reviewed the June 22 memo and have the following comments:

1. A Declaration of Covenants does not seem to be the appropriate vehicle for this arrangement but that can be resolved between the attorneys
2. I like the third paragraph, most particularly the last sentence.
3. The fourth paragraph could create some serious timing issues for the restaurant, since it requires the Alpha House to be built and occupancy permits issued before the Easement could be used. This leaves the entire project in the air and dependent upon the timeliness of the completion of the Alpha House. Of course the Alpha House, once built, could quickly lose interest in trying to assist restaurant on the easement transaction.
4. the fifth paragraph sets forth a requirement that the restaurant owner keep the easement area clean and visually attractive, this could entail mowing the grass, landscaping and other owner responsibilities, yet paragraph seven limits the restaurant owner to subsurface use ONLY in the easement area, with no other rights to access the property. This would be an inconsistency that needs to be resolved.
5. I like paragraph 8 -- especially the 20 years and five year abandonment option.
6. Paragraph 9 concerns me since it appears to be a requirement for written support for the project as it regards the upcoming Special Exception, but ALSO for amendments or subsequent applications, so long as it does not materially reduce the potential easement area. This seems to be a little too wide open of a commitment to be made by a Civic Association.
7. Paragraphs 10 and 11 are to be expected but should be understood since they take the agreement off the table is either event occurs.
8. The final paragraph leaves the question of compensation open when at the very least a linear foot formula should be proffered to determine compensation.

I hope the above comments are helpful.

http://us.f531.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=2249_2566837_13655_2719_... 6/30/2005

MEMORANDUM

To: Darnestown Executive Committee
CC: MWOSH Executive Committee
Re: Response to DCA Memo dated June 22, 2005
Date: July 25, 2005

We have received and reviewed your June 22, 2005 Memorandum. We appreciate and respect the desire of the DCA to have a successful Country Inn in the Darnestown Village area and will continue to assist in achieving this goal. However, in response to specific points raised in your memo, we note the following:

1. As stated in the MWOSH memorandum, we are willing to enter into an agreement with an identified developer and operator of a country inn on terms acceptable to DCA with regard to actual and established excess septic capacity available on the MWOSH property. At this time, it is our understanding this will be approximately one acre. We have once again confirmed with the various professionals involved that placing septic areas under the parking lot to be constructed is not an option. As a result, at this time, the 50,000 to 70,000 square feet you propose does not appear to be available.
2. While MWOSH remains willing for DCA to have a role in and right to approve any agreement, MWOSH does not believe it is appropriate for DCA to act as the "legally authorized conduit" for MWOSH in these matters, since this would not be consistent with the fiduciary obligations of the Board to its membership.
3. We share your position on compensation and do not want the price of the easement to be an unreasonable burden on a future operator.

We look forward to your response to our June 20, 2005 memo and hope it can form the basis for an acceptable agreement between the parties.

TO: George
FROM: Gerry
DATE: August 2, 2005
RE: Comments on MWOSH Summary of Material Points for Agreement

In response to Arthur Lafionatis' June 20, 2005, Summary of Material Points for Agreement, the following is the Darnestown Civic Association (DCA) Village Committee's reply to each of the points contained in the June 20 letter. Please be advised that the following comments have been discussed with and agreed to by the Village Committee but are subject to final approval by the DCA's Executive Committee and its membership. As we discussed, we will set a calendar date at our August 10 meeting to jointly review the points in this memo.

Paragraphs 2 and 3 - The DCA Village Committee is not totally committed to the Declaration of Covenants form for the proposed septic easement agreement. However, we believe this matter can be successfully resolved by our respective attorneys. We do support the business theory detailed in this section of the Lafionatis letter, especially the linkage between the easement and the Potomac SubRegion Master Plan's intent for the property. We additionally support MWOSH's reference of the need for prior DCA approval, in its reasonable discretion, in the septic easement process.

Paragraph 4 - This paragraph would limit the septic easement to one acre and require that the easement area capacity be subject to the issuance of occupancy permits for Alpha House, among other things. Both issues in their current form are not acceptable to the DCA Village Committee. The one acre limit conflicts with the 50,000 to 70,000 square foot septic easement capacity goal noted in our June 22, 2005 letter. This septic easement square foot difference will need to be resolved as part of our final agreement.

To align the interests of MWOSH, the owners of Lot 641 and the DCA, and to insure consistency with the Potomac SubRegion Master Plan, as such pertains to the zoning of lots 641, 655 and 708, we strongly believe that the septic easement agreement between MWOSH and the DCA must be executed prior to the Alpha House Special Exception hearing.

Paragraphs 5 and 6 - These paragraphs detail a requirement that the Lots 641 owners keep the easement area clean and visually attractive. The concluding sentences, however, would limit the Lot 641 owner to subsurface use only in the easement area with no other rights to access the property. This inconsistency will need to be resolved and the DCA Village Committee commits to work with MWOSH to resolve this inconsistency.

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Paragraph 7 – This paragraph defines time frames and conditions for the life of the septic capacity easement. The DCA Village Committee substantially concurs with the MWOSH position and we can discuss any minor issues on this matter when we next meet and/or through our respective attorneys.

Paragraph 8- This paragraph would require DCA written support for the MWOSH Special Exception as a condition in entering an agreement between the parties. As noted earlier, the DCA Village Committee would require a definitive agreement as to the size of the septic easement and further to the timing of its use as conditions for DCA agreement to the easement. There is a significant difference on these matters which we should quickly meet to discuss and attempt to resolve.

Paragraph 9- This paragraph details that if the Special Exception is not granted, the septic easement will not be in further force and effect. The DCA Village Committee understands MWOSH position on this issue.

Paragraph 10 – This paragraph details that if the Special Exception is granted but MWOSH does not commence construction prior to the expiration of the Special Exception, the agreement would terminate and be of no further force and effect. The DCA Village Committee would propose that the septic easement agreement, which would be executed between MWOSH and DCA prior to the Special Exception hearing, could be put into service at the time of Alpha House site construction or eighteen months after the agreement is executed whichever date is earlier.

Paragraph 11- This paragraph details that MWOSH would have the right to require compensation for the easement and the DCA Village Committee concurs with that position. We would suggest that some formula be incorporated into the agreement and offer that compensation per linear foot might be an appropriate method. The DCA Village Committee commits to work with MWOSH to reach an objective compensation agreement/formula acceptable to MWOSH and DCA.

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(10)

The Village

Among the most important topics during the recent Master Plan process was our commercial area. The DCA policy was to limit the size of the commercial area to the existing commercial zones, but to encourage more intense development by allowing septic capacity on adjacent or nearby residential properties for business use. At our request, the County was willing to establish the Darnestown commercial center as the first "Rural Village" in Montgomery County. As a benefit of this designation, our "overlay zone" in the Village gives the community; 1) site plan review of new commercial development; and 2) permits the use of septic area on residential property by nearby commercially zoned development. Without the Village Overlay Zone neither of these benefits was possible. The goal of the DCA, the Village property owners and Park & Planning is to help create a compact, attractive, pedestrian friendly and thriving Village Center.

As indicated in several community surveys and citizen conversations over the years, the concept of a Country Inn in Darnestown is without a doubt the most desired enterprise that is not currently available in the Village. The Master Plan has designated the ten undeveloped RE-2 acres on Seneca Road behind the Shell station as residential/Country Inn. We have been apprising the community of ongoing developments in the last several Acorns and Town meetings – to review read your back issues. While progress toward the creation of a restaurant is weaving generally forward, the favored result is by no means certain. Currently, the three primary obstacles to a successful restaurant are sufficient septic capacity, when and if that capacity would be made available, and adequate financing to cover the significant expense involved in building the facility.

This September and into the fall, the septic capacity issue will reach the critical stage. The Metropolitan Washington Orthodox Senior Housing (MWOSH) request for a Special Exception S-2648 for the Alpha House goes before the Planning Board on Sept. 22 and to the Hearing Examiner on Oct. 3. After the Hearing Examiner's report has been written advising the Board of Appeals, the Board will hold a public hearing to determine whether the SE will be granted and if so what conditions will be placed on the recipients. MWOSH owns 8 of the 10 acres in the RE-2/Country Inn Zone. The DCA's primary issue involves an easement for sufficient septic area under the MWOSH property for the possible adjacent restaurant. This easement area would be surplus to the septic requirements for their Alpha House facility. Both the envisioned home for the elderly and a viable (meaning at least adequate seating) Country Inn can be accommodated on the designated 10 acres under the RE-2/Country Inn zone. Alpha House representatives knew about our interest in the Country Inn before they bought the property in 2001. While never consummating a written agreement, we were told that about 2 acres of their property would be made available for a septic easement for a potential restaurant in the future. With this important allowance for the restaurant, and not finding any meaningful reasons to oppose their original special exception S-2484 for a 16 unit facility, we were OK with their plans.

We have been in discussions and negotiations with MWOSH representatives for over a year after they informed us of their desire for a revised 36 unit facility. These meetings are always friendly, sincere and candid. We have reached agreement on some of the issues and hope to have a satisfactory signed agreement on the septic easement before the Planning Board hearing on Sept. 22. If so, the DCA Board would be supporting their special exception. In the unfortunate circumstance that an agreement has not been reached, we are and have been gearing up to defend the Country Inn concept that has been legitimized in the Master Plan.

If you are at all interested in this issue, please attend the Town Meeting on September 15th.
We may also be calling for a large attendance at the various hearings in the next couple of months. This important local amenity and your organizations future meetings location may depend on it.