

Testimony of Steve McKay (3810 Shakespeare Way, Monrovia) in Support of Bill 17-18 Regarding Limitations on DRRAs

I'm here tonight to support County Executive Gardner's bill providing for reasonable limitations on future Development Rights and Responsibilities Agreements, or DRRAs. You've received a letter from the Smarter Growth Alliance for Frederick County and I fully support that letter. So I won't go into too many details in my limited time here but I will discuss a few points.

Listening to some people speak, it's a wonder that any homes were ever built in Frederick County without a DRRA. You would think that we've always had these DRRA contracts and it's why all of us have homes today. That seems to be an unstated rationale for some of the letters I've read and speeches I've heard. For these people, DRRAs have become the unquestioned default on residential development issues.

Well, I for one, question that assertion. I look at DRRAs a bit differently. They aren't the norm. They've been an aberration. For a brief 2 year period, we saw that last BoCC rush through 14 of them into existence. Prior to that, there weren't any DRRAs. Since then, there haven't been any new DRRAs. Yes, all of this argument is over a tool that was hopelessly abused by four men over a brief 2 year period of time.

So let's talk a little more about time. You've heard arguments – in public and, no doubt, in private – that five years is simply too short a period of time to complete some of these developments. Not only that but 10 years is too little. They need more time! To the Council members before me, I say this – that argument is a distraction, it's a charade for one simple reason. DRRAs were never intended to last through the completion of a development. You wouldn't think that given the 20 and 25 year contracts that the BoCC handed out like candy, but it's true. DRRAs were never intended to last through build-out. Instead, DRRAs were intended to provide certainty to a development until it had reached a point of substantial construction – the proverbial footers in the ground. At that point, the weight of Maryland law is in favor of the development and they are considered vested in their zoning.

Now I fully recognize that achieving vesting rights for very large developments can take time. So perhaps there can be flexibility on how long a DRRA lasts – but there shouldn't be too much flexibility. It's simply not needed. Further, if you do choose to entertain longer time frames for DRRAs, you should only do so for very large developments that require that extra time for their vesting.

Lastly, let's talk about enhanced benefits. A DRRA provides substantial benefit to a developer. It eliminates risk and that is huge. So what does the County – and us tax payers – get in return? During the Blentlinger appeals, the developer had the gall to argue that the development itself was the tax payers benefit. No thank you, they can have it back! Through the zoning and APFO process, the developer is already obligated to provide various benefits and concessions to the County. When you then throw in the substantial protections that a DRRA provides to the developer, we should fully expect to be compensated. When you write a contract, both parties expect to benefit and more homes bringing congested roads and crowded schools isn't my idea of a benefit. No sir, if a DRRA is going to be written it should detail the benefits provided to the

County that are above and beyond their zoning and APFO requirements. That's only fair and it's what this bill proposes.

The bill certainly does more. Limiting the scope of the freeze is critical. Limiting the application of DRRAs only to large developments is also important. Those arguments are included in the letter you received. In summary, Frederick County got along just fine for a long time without these contracts. This bill proposes reasonable limitations on DRRAs and I strongly urge you to vote yes.