

Minutes of the Antrim Planning Board Meeting January 25, 1990

Present: Judith Pratt, Chairman; Nancy Timko, Alternate sitting for Donald Chambers; David Essex; Edwin Rowehl, ex officio; Robert Watterson; Rod Zwirner.

The Chairman opened the meeting at 7:30 P.M., introduced the Board and presented the first Public Hearing. Judith Lundhal presented her case which is for the removal of trees on a scenic road, namely Miltmore Road. Rod Zwirner reported that he has viewed the trees to be removed and feels that their removal will not make any difference to the scenic quality of the road. The Chair stated that the abutters have been notified and that all receipts have been returned. There are no abutters present. Ed Winslow, an abutter, has talked to the Chair and indicated that he has no objection to the proposal. Robert Watterson established the fact that the trees will be removed by Public Service. Lundahl presented a plan indicating the trees to be cut. Rod Zwirner moved that the Planning Board allow PSNH to remove the trees according to the attached plan. Second Robert Watterson. So moved unanimously. Approval notice to be sent Monday.

The next item on the agenda was a public hearing for the purpose of Show Cause why the Planning Board should not revoke the approval re: the Breezy Point Development, Maja Gamitri Realty Trust, Gary Bergeron, Trustee. The Chair outlined the reasons for the hearing, which were: The developer did not post a bond of \$31,000 for the road, and his failure to maintain the road as agreed. Attorney Paul Hodes, representing Maja Gamitri Realty Trust spoke for the Developer, Bergeron. Hodes explained that the bank has issued a letter of credit to the Attorney General's Office in the amount of forty two thousand dollars (\$42000.00) which expires in December of 1990. Presently two individuals can call in this letter of credit, the Attorney General and the Condominium Association. The bank has indicated that it is willing to add the Town of Antrim to the letter of credit. Hode indicated that Board Attorney, Silas Little was satisfied with this arrangement. There was some discussion of the condition of the road, drainage etc. The contract with the Town for plowing of the road last year was discussed, with Attorney Hode expressing the opinion that this obligation is the result of an incomplete contract. Delegation of responsibility for the road was discussed and Tom Somers, a condo owner, stated that the owners would like to get the matter resolved and they will write a check for the 1989 plowing. His intent is to get the contract signed with the Condo owners. The Chair asked Selectman Suydam to comment on why the road was not plowed. Suydam reported that the Road Agent has refused to work on the road because he had two flat tires as a result of debris in the turnaround. Part of his complaint was that the turnaround is not well defined. Somers, speaking for the engineer and condo owner, Costello, Lomasney and deNapoli, Inc., said that the turnaround is there and agreed that it is not well defined. Dr. Karin Mack an abutter expressed

concern for fire protection if the road is not maintained. Somers agreed to write a check for the plowing from the Condo Association and to meet with the Road Agent and indicate the turnaround. Attorney Little asked that this be done within the next ten days. Administrative Assistant, Madeleine Henley commented on the obligation of Maja Gamitri to maintain the road. Attorney Hode stated that it is his understanding that this is the obligation of the condo association. The Chair stated that it is in the condo document. Attorney Little argued that ^{THIS} ~~IT~~ is Bergeron's obligation as trustee. Board member, Robert Watterson commented that Bergeron is the major part of the condo assoc. It was established that both Somers and Bergeron represent the condo association, and Somers agreed that as a condo member he feels that the condo association will endeavor to take care of the situation. Selectman, Bill Suydam stated that he does not believe that the requirements of the approval have been met in a timely manner. Attorney Little expressed the opinion that the Planning Board should make its decision on : 1. The letter of credit, the text of which is not in evidence. 2. The road, the planning board should consider some time period, within which the applicant can resolve the differences, and the signing of contract with the town for maintenance. Attorney Hode suggested a time period of 30 days. Questions were raised relative to who is presently plowing the road. Selectman Rowehl indicated that the Road Agent is presently plowing up to the development. It was established that the Board requires payment of last years fees and the bond or a letter from the bank indicating ~~showing~~ the Town of Antrim on the Bond. The chair asked why this will take thirty days. Attorney Hode expressed a hope that it could be done within ten days. The Chair suggested a continuance until February 8, 1990. Hode will endeavor to comply and will ^{at the} meeting February 8th. Art Stenberg, Building Inspector, asked that the developer put some bales of hay around for erosion control. Hearing to be continued on February 8, 7:30 P.M. The Chair closed the public hearing.

Rod Zwirner asked that the Board discuss repairs to the road tonight. AA Madeleine Henley stated that the contract was a letter from the Selectmen's Office. It was established that winter maintenance consists of plowing, sanding and salting. Nancy Timko questioned the amount of \$42000.00 and asked if it was enough for all that is required.

The Minutes of the meeting January 23, 1990 were addressed. Judith Pratt made an editorial correction. There was some discussion about costs of the show cause hearing and who will be responsible for same. Henley had some questions about the bond presently in the hands of the Attorney General. There was further discussion of the amount. Rod Zwirner moved to accept the minutes as corrected. Edwin Rowehl second. So moved

The Board reviewed the copy for the proposed warrants. Attorney Little has reviewed them and made suggestions which the Board will follow.

The Board discussed the contingencies for the Post Office Site Plan Approval. The Chair explained that Cutter has indicated that he wants to make a temporary sidewalk to the post office. The Board reviewed the plan for a subdivision, submitted for David Cutter for property, formerly of Edna Black, on Route 31.

David Cutter met with the Board to discuss his project for the Post Office. He stated that his main object is to get a certificate of occupancy for the post office, and he wants to make his position on the sidewalk clear. He suggested that there will be difficulty in constructing a sidewalk in in the winter. The Board expressed the need for a safe place to walk for the winter. Cutter made the suggestion that he plow the road wide and grade it so that it can be used as a temporary sidewalk, and pointed out that it will only be used to go in and out of the post office. Rowehl agreed that this would be all right if people did not have to walk on the road. There was further discussion of the value of plowing the road wide. The consensus of the Board was that this will suffice and a certificate of occupancy can be issued as soon as the Bond for the road is paid. Zwirner spoke to establishing responsibility for the road. The Bond was addressed and Cutter stated that basically the road is complete except for the final surface. Cutter argued that he is not sure that he needs a bond for the road as technically he does not have a subdivision and it is a private road, and ^{he} pointed out that part of the bond was for 400 feet into the subdivision, with another portion for landscaping etc. Cutter further argued that \$10,000 for landscaping was excessive and stated that if he didn't build the second building it would only entail seeding. Henley asked about inspection of the roadbed and expressed the opinion that without inspection of the various phases of construction it will be difficult to certify that the road has been built to Town specifications. It was stated that no inspections had been done throughout construction of the road, and that for all intents and purposes it is a driveway. Cutter stated that he built it to Town specifications as a private road. It was established that the bond is for the road only, and that construction will not enter into the discussion until he petitions the Town to accept the road. Cutter was asked for an estimate of what he thinks is reasonable. After some discussion it was agreed that a bond of \$15,000.00 will be required. (\$2500.00 for final paving/\$5000.00 for the sidewalk/ \$7500.00 for landscaping) This bond will cover the other 200 feet of the road. When this bond is posted the subdivision will also be approved. The Board agreed that the bond can be increased, if necessary, before a building permit for the commercial building is issued. There was further discussion on roads, the inspection of same and how this can be implemented. Bob Watterson moved to grant final approval of the Touchwood Subdivision and allow the Building Inspector to issue a certificate of occupancy for the post office upon:

1. Posting a bond for \$15,000.00
2. Maintaining a temporary walkway on the south side of the road until the permanent sidewalk is completed.

Second Rod Zwirner. So moved unanimously. It was established that the bond can be either cash or an irrevocable letter of credit.

moved to adjourn

Respectfully submitted,
Barbara Elia, Secretary