

Minutes of the Antrim Planning Board meeting February 8, 1990

Present: Judith Pratt, Chairman; Nancy Timko, Edwin Rowehl, ex officio; Egon Ali Oglu; David Essex; Barbara Elia.

The Chairman opened the meeting at 7:30 P.M. The first item on the agenda was the continued Show Cause Hearing for Maja Gamitri Realty Trust. Silas Little, Board Attorney, presented the Board with copies of correspondence from Harry Hadaway, Jr., Vice President of New Hampshire Savings Bank, which confirmed that an irrevocable letter of credit would be issued to guaranty the completion of the improvements approved by the Planning Board for the Breezy Point Condominium project on July 14, 1988. This letter of credit may be drawn upon only if Maja Gamitri Realty Trust fails to complete the specified improvements by November 18, 1990. In answer to a question about the requirements for collection, Attorney Little explained that there will be a thirty day window with ten day notice. Little also explained that the Bank will have the original letter of credit February 8 at their attorney's office. The Chair, Judith Pratt, suggested that she will be in Peterborough on Monday and will pick up the information at Attorney Little's office. It was noted that the Town has been reimbursed for 1989 maintenance and that the charges for 1990 have not been paid. There was further discussion of the amount of compensation, the time of payment and who would be responsible for payment of winter maintenance. It was established that this will be the responsibility of the Condominium Association. Rowehl asked for further clarification of the letter of credit and its limitations. Attorney Little defined the limitations of the letter of credit as being for the road and drainage. Rowehl asked if the completion date could be earlier to get the work done before winter sets in. Attorney Little stated that a date had not been indicated on the original approval. It was also stated that the funds could be drawn to be used for immediate improvements, with the the balance of the work to be completed when weather conditions permit, any unused funds to be returned to the bank. Essex asked about the thirty day window. Little explained that this letter of credit is an assurance to the town that the work will be done. The bank wants to know that the draw on it will be done in a timely fashion. Essex questioned the minimum amount of time to build the road to specifications, to which the Road Agent answered that this will take a couple of months. Road Agent, Robert Varnum, pointed out that part of this road is in the Town of Hillsboro. Rowehl observed that the time depends on the amount of work already completed. Varnun raised the subject of scheduling. Karin Mack, an abutter, asked about the delay. Pratt explained that the letter of credit also involves the Condo Association and the Attorney General's Office. Mack again questioned the time frame. Little addressed the bank's concern for the completion of the project. Essex asked about the obligation of the Board and about moving up the date for completion. Little stated the establishing a completion date would be a substantive change in the original agreement. The Chair presented the contract of road

maintenance for this year, which is renewable for subsequent years. The Chair expressed the desire to have this contract signed and payment made. It was reiterated that this contract is for one year renewable, with new rates established if necessary. Attorney Hodes, representing Gary Bergeron, Trustee of Maja Gamitri Realty Trust, expressed preliminary approval of this contract and will review it. This is to be signed by the Selectmen, The Developer, and the Condo Association. It was established that winter maintenance is specifically limited to snow removal and ice control and shall be performed during the period of snow generally from November 1 to Apr 30. Hodes commented that it is his understanding that this is the obligation of the condo association. Hodes requested that the 1989/90 contract be paid in late March or early April as money had not been budgeted for this expense. Egon Ali Oglu suggested that this cost should be paid in advance. Hodes will discuss this with the condo association. The Chair raised the subject of payment of the hearing costs which amounts to \$54.75. Attorney Hodes argued that for his part he feels that the establishment of the bond has been done in record time, and that the matter has been resolved with substantial advantage to the town. In view of these facts he expressed an objection to the charges. He understands the request but it does not set well with him. Little expressed his surprise that Mr. Hodes is balking at paying \$54.75 in view of the other matters involved. The matter of the contract has not been completed and the Selectmen have to determine when the fees will be paid. Hodes made an agreement to pay the \$54.75 and the Board will give the condo association until on or before April 1, 1990 to execute the contract. It was determined that the length of the road to be plowed is approximately 2000 feet. Varnum has met with Mr. Somers of the condo association and an agreement has been made as to the area for a turnaround. Essex asked about requesting payment of the maintenance charges in advance. Attorney Little could see not problem with asking for payment in advance. Attorney Little established that future arrangements would be left up to the Selectmen. There was further discussion on the April 1, date for payment. David Essex expressed the opinion that the fact that there is no money in the condo fund has no bearing on the issue, payment should be made in advance. The Chair suggested that payment April 1 could be considered for this year, to be corrected in future years. Essex asked that payment of the 1989/90 contract be made upon receipt of bill. Hodes assured the Board that he is representing Maja Gamitri Realty Trust in good faith, and as a practical matter the condo association will not have the money in their treasury until April 1, 1990. Hodes commented on the length of time it will take to sign the contract and get the bill out and requested that they be given until April 1, 1990 to complete the process. David Essex moved that: The Show Cause hearing for Maja Gamitri Realty Trust be continued until February 22, 1990 unless the following conditions have been satisfied before that time.

1. The contract for plowing of the road by the Town of has been signed.

2. Payment for plowing for 1989/90 season to be paid on or before April 1, 1990.
3. Payment of hearing costs. (\$54.75)

Nancy Timko second. So moved unanimously. Show Cause Hearing continued until February 22 unless the contract is signed.

KDK Corporation, Kevin Ricupero. Mr. Seiler, an engineer representing KDK Corporation, presented the Board with an amended plan, as recommended by B.G. Miller, and engineer representing the Planning Board. Seiler explained that the interior drive has been widened from 15 ft to 18ft, and he addressed the site distance, and agreed that it will be improved to the maximum extent feasible. He did not recommend an intersection to the west. Seiler stated that the drainage has been improved by draining the water back onto the applicant's property. There was further discussion of the direction of flow for the drainage. It was established that this will be a privately maintained road. The Chair stated that the Selectmen control the Town Roads, and that the Selectmen have to give permission to develop on a Town Road. Rowehl had a question about a hydrant at the beginning of the development. It was established that this has been agreed to as a result of a meeting with the Fire Chief, Mike Beauchamp. Ed Rowehl also expressed concern about the parking area and the fact that there is not sufficient area for a turnaround for anything other than passenger cars. He observed that this could present a problem for delivery trucks, moving vans, the ambulance, or fire trucks. The Applicant agreed to locate a turning bay within the parking area. Rowehl expressed a further concern about safety on the single lane bridge on Grove Street. Chairman Pratt commented on the long site line, and the construction that has taken place on Grove Street in the past. Egon Ali Oglu asked if there were concerns for single lane bridges in other areas. Pratt asked the Road Agent for his input. The Road Agent commented that a number of houses have been allowed in that area in the last years and his opinion is that people should know that the bridge is one lane and should act accordingly. Ed Rowehl stated that the Board of Selectmen would like a statement from the Planning Board outlining the Board's position that it does not feel that there is sufficient danger to require that anything to be done to the bridge. Varnum commented that the traffic in this area is generally cautious and that the rest of the road is only as wide as the bridge. Essex commented on the bridge and expressed the opinion that there are no regulations in place to require the developer to rebuild this bridge. There was further discussion of the Planning Board's area of responsibility as far as roads and bridges are concerned. Seiler made further comments as a licensed professional planner, he indicated that speed was the principal cause of accidents and observed that the layout of the road encouraged caution. Rowehl commented on the letter to the Planning Board from the Board of Selectmen concerning this development and asked for a response. The Chair asked the pleasure of the Board. There was discussion of the bridge as an issue. It was suggested that the Board can write the Selectmen a letter stating that the Board had engaged an engineer to review

DeBart Lane and find that consideration of this bridge is not warranted. The Board presently sitting will sign the letter. The Chair polled the Board and it was in accord with Ed Rowehl abstaining. David Essex made the motion that the KDK Site Plan Review be approved subject to the following contingencies:

1. That the Selectmen approve the upgrading and use of DeBart Lane.
2. That a dredge and fill permit is obtained from the N.H. Wetlands Board for the use of the right of way onto West Street or that a hydrant be added close to the DeBart Lane exit to the property.
3. That a hammer head be constructed for turning of larger vehicles in the parking area.

Second Egon Ali Oglu. There was a great deal of discussion on the addition of the requirements for site plan review, and the purview of the Board as far as these requirements were concerned. Seiler made further arguments about improving the site distance, and suggested an intersection warning sign. The vote: David Essex, yes; Egon Ali Oglu, yes; Edwin Rowehl, nay; Nancy Timko, yes; Barbara Elia, yes. David Essex made the motion that the Planning Board recommends to the Selectmen :

1. That DeBart Lane is the best entrance to the property.
2. The suggestions of the review engineer be complied with.
3. That they accept the developer's offer to place a warning sign at distance before the intersection of DeBart Lane and Grove Street. (going from Hilton Avenue to Route 31)
4. That the developer improve the intersection of DeBart Lane and Grove Street as shown on the plan.

Nancy Timko second. The vote: Egon Ali Oglu, yes; Edwin Rowehl, nay; David Essex, yes; Nancy Timko, yes; Barbara Elia, yes.

The Chair introduced the subject of the review of the Subdivision regulations and she assigned David Essex the "Purpose" for review. She gave him a copy of the Frankestown regulation to consider along with the Town's regulation. She also asked Nancy Timko to review "Definitions" and asked her to check for consistency and to see if they can be improved upon. The Chair will take other sections. She also suggested that she will review the forms with the secretary and if it is determined that changes are desirable they can be made at a public hearing. David Essex mentioned the Master Plan and was advised that this will be the Board's next task, along with a survey of gravel pits.

The minutes of the February 1, 1990 were addressed. Comments were made on the coverage by the Keene Sentinel on the Public Hearing for the zoning changes. David Essex commented that this coverage could give the wrong impression of the Board's intent and he volunteered to write a letter to the editor. There was further discussion of the redrawing of the village business district. Ed Rowehl announced that the Board of Selectmen have enacted a no parking ordinance for Main Street. Ali Oglu commented on Cutter's second driveway and expressed his

opposition to it. Ed Rowehl moved to accept the minutes of February 1, 1990 as submitted. David Essex second. So moved.

Motion to adjourn.

Barbara Elia, Secretary
Antrim, Planning Board