

**LINCOLN PLANNING BOARD
REGULAR MEETING MINUTES
WEDNESDAY, NOVEMBER 13, 2013 – 6:00PM
LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN NH**

APPROVED

Present: Chair R. Patrick Romprey, Vice-Chairman Jim Spanos, Clerk John Hettinger, Selectmen's Representative OJ Robinson, Paula Strickon, Norman Belanger (alternate), and Taylor Beaudin (alternate).

Members Excused: None.

Members Absent: None.

Staff Present: Planning and Zoning Administrator Carole Bont, and Town Manager & Town Planner, Alfred "Butch" Burbank.

Town Counsel Present: Attorney Peter Malia, Hastings Law Office, P.A., 376 Main Street, P.O. Box 290, Fryeburg, Maine 04037

Guests:

- Paul Beaudin, resident at 2 Louis Lane & employee of Lincoln-Woodstock Solid Waste Facility (& Zoning Board of Adjustment Chair)
- Taylor C. Beaudin, resident of 8 Louis Lane, Lincoln, NH 03251, (after he stepped down from the Planning Board as an alternate to sit in the audience as a contractor)
- Norman Belanger, abutter and resident of Forest Ridge, 24 Spruce Drive, Lincoln, NH 03251, (after he stepped down from the Planning Board as an alternate to sit in the audience as an abutter in the Forest Ridge matter)
- Joel S. Bourassa, Member of the Board of Directors for Union Bank on behalf of Applicant Union Bank at 20 Lower Main St. PO Box 667, Morrisville, Vt. 05661, (& General Manager of Inn Seasons Resort at Pollard Brook)
- William (Bill) Conn, resident at 177 Connector Road, Lincoln, NH 03251 (& former Selectman) & principal in Lincoln Trucking & Excavating, LLC
- Richard K. Elliott, of 3 Amalia Drive, Nashua, NH 03063 – one of the developers of Forest Ridge and a principal owner of co-applicant Jori Properties, LLC and Lincoln Development c/o John D. Hauser, Manager, c/o Richard K. Elliott, 3 Amalia Drive, Nashua, NH 03063 & Elliott Custom Homes
- Edmond Gionet, resident at 233 Pollard Road (& State Representative for Lincoln Woodstock)
- Paul Grogan, Facilities Officer for Union Bank, on behalf of Applicant Union Bank at 20 Lower Main St. PO Box 667, Morrisville, Vt. 05661
- Thomas Hahn of Foreco, LLC, of PO Box 597, Rumney, NH 03266, representing Green Acre Woodlands, Inc., c/o Robert L. Marcalus, President of Green Acre Woodlands, Inc., PO Box 444, Elmwood Park, NJ 07407-0444 and co-applicant Jori Properties, LLC, c/o John D. Hauser, Manager, c/o Richard K. Elliott, 3 Amalia Drive, Nashua, NH 03063
- Rick Kelley, President & General Manager of Loon Mountain Resort (& former Planning Board Chair), (property owner: CNL Income Loon Mountain LLC, 60 Loon Mountain Road, Lincoln, NH 03251)
- Stephen M. LaFrance, Principal Engineer at Horizons Engineering, Inc., 34 School Street, Littleton, NH 03561-4817, representing applicant Cypress Real Estate Advisors on behalf of property owner CVRI South Peak, TRS, Inc.

- David Larsen, Business & Property Manager of Forest Ridge Property Owners Association, representing Forest Ridge Property Owners Association (FRPOA) and also a resident of Forest Ridge and an abutter;
- Steve Loynd, real estate broker from Alpine Lakes Realty, 7 Linwood Plaza, Lincoln, NH 03251
- Karin Martel, Forest Ridge, 10 Woodsvie Lane, Lincoln, NH 03251, a resident of Forest Ridge and an abutter
- Jay Polimeno, Loon Mountain Real Estate, 60 Loon Mountain Rd, Lincoln, New Hampshire 03251 & Polimeno Realty, Alpine Village, PO Box 119, No. Woodstock, NH 03262

I. CALL TO ORDER: by Chairman Pat Romprey at 6:00 P.M.

Chair Pat Romprey called the meeting to order.

II. CONSIDERATION OF DRAFT MEETING MINUTES FROM:

- October 23, 2013

Spanos suggested changing

"Members Excused: Paula Strickon."

to:

"Members Excused: Paula Strickon attended the North Country Council's annual meeting as Lincoln's Representative."

Motion to move the minutes as amended.

Motion: Robinson.

Second: Hettinger.

Motion carried (4-0).

Attorney Peter Malia arrived.

III. CONTINUING AND OTHER BUSINESS (Staff and Planning Board Member/Alternates).

Continuation of Public Hearing & Consideration of Application started on Wednesday, October 23, 2013.

A. 6:00 pm. Application for Minor Subdivision - Lot Line Adjustment

1. Application (SUB #2013-04)

2. Map 115, Lot 017 and Map 122, Lot 001

3. Address: M 115, L 017 (Parcel 2, First Ridge) and M 122, L 001 (LO Pollard Road)

4. Applicant: Thomas Hahn of Foreco, LLC
PO Box 597
Rumney, NH 03266

5. Owner of M115, L017: Jori Properties, LLC
John D. Hauser, Manager
c/o Richard K. Elliott
3 Amalia Drive

6. **Owner of M122, L001:** Nashua, NH 03063
Green Acre Woodlands, Inc.
c/o Robert L. Marcalus, President of Green Acre Woodlands, Inc.
PO Box 444
Elmwood Park, NJ 07407-0444
7. **Surveyor:** Sabourn & Tower Surveying and Septic Design, PLLC
1022 Daniel Webster Highway
North Woodstock, NH 03262

Proposal: For Planning Board To Approve an Application for Lot Line Adjustment between 2 Lots– Applicant Hahn proposes a Minor Subdivision (Lot Line Adjustment) between 2 Lots:

1. Tax Map 115, Lot 017 (Parcel 2, First Ridge) owned by Jori Properties, LLC; and
2. Tax Map 122, Lot 001 (LO Pollard Road) owned by Green Acre Woodlands, Inc.
 - a. The sizes of the proposed subdivided lots will be as follows:
 - i. Map 122 Lot 001 will change from 6.35 Acres to 27.35 Acres.
 - ii. Map 115, Lot 017 will change from 154.0 Acres to 133.0 Acres.
 - b. Both adjacent lots are located north of US Route 112, the Kancamagus Highway.
 - c. Map 122, Lot 001 has road frontage on US Route 112, the Kancamagus Highway. Map 115, Lot 017 does not; it has road frontage along Woodland Loop, a private road.
 - d. Map 122 Lot 001 is located in the General Use (GU) Zone. Map 115, Lot 017 is located in the Rural Residential (RR) Zone.
 - e. No new lots are being created.
 - f. No additional streets, utilities or public improvements will be required.

The application was accepted as complete by the Planning Board; a public hearing was conducted during the prior meeting and will continue in this continued meeting of the Planning Board. At the last meeting the Town Attorney asked for additional time to review the materials in connection with this case.

Recusal:

Alternate Planning Board member, Norman Belanger recused himself and sat in the audience. Belanger is a resident of Forest Ridge and an abutter to the lots proposed for a Lot Line Adjustment.

Summary of Proposal:

Thomas Hahn, of Foreco, LLC, representing Green Acre Woodlands, Inc., gave the Planning Board a summary of what he submitted at the earlier Planning Board meeting on November 13, 2013:

1. *In response to a letter of objection from Harry Schofield on behalf of Forest Ridge Properties Association, Hahn submitted information concerning the title to the right-of-way over the Green Acre Woodlands property for the Forest Ridge Development. According to Hahn, there is a right-of-way directly off from Route 112 that crosses over Green Acre Woodlands property and then leads to the Forest Ridge Development. He submitted information about the title to that right-of-way as well as an associated right-of-way across the Town's Recreation Area that happened all about the same time.*

2. Rick Elliott from Jori Properties LLC through Hahn also submitted:
 - a. Information to try to answer town counsel's questions about mortgage and the existing build out.
 - b. A copy of the draft Forest Ridge Master Plan Report from October of 1995.
 - c. A Master Plan Map recorded.
 - d. A Development Agreement between GS Phoenix, Inc. (signed by Robert "Bob" A. Satter who was the President of GS Phoenix, Inc.) and the Town of Lincoln recorded in January of 1996.
 - e. No copy of the Master Plan Report text dated January of 1996 and referenced in the Development Agreement was submitted.

Does anyone have a copy of the missing January 1996 Master Plan Report referred to in the recorded Development Agreement?

Bont asked if anyone in the audience had a copy of the missing January 1996 Master Plan Report referred to in the recorded Development Agreement and incorporated by reference, but never recorded. The Development Agreement includes paragraphs that refer to open space, road plans and infrastructure plans in the missing January 1996 Master Plan Report. The Town recorded the actual Development Agreement but they did not record the January 1996 Master Plan Report text. The town has only the October 1995 Draft Master Plan Report which does not include any of the paragraphs that are referenced in the agreement. Burbank informed the Board that they do not have adequate information to provide to the Planning Board so that they can make a decision. Therefore, town counsel is present at the meeting to help the Planning Board sort things out.

What are the implications of the Development Agreement that would impact on this proposal?

Robinson asked about the terms of the Development Agreement and its implications.

1. The Development Agreement was based on a starting total of 814 acres for the whole project with one common owner. The 814 acres were once all owned by GS Phoenix Corporation.
 - a. [Granite State Phoenix Corporation is a reiteration of Robert A. Satter's company "The Satter Companies of New England" after the company went bankrupt. Satter resurrected his company under the name "Granite State Phoenix Corporation" or "GS Phoenix". GS Phoenix was a party to the Development Agreement].
2. Now those 814 acres are owned by more than one owner. Based on the October 1995 draft Master Plan Report there was a range of numbers of dwelling units approved – between a minimum of 356 units and a maximum of 498 dwelling units on the 814 acres. If the Planning Board approves this lot line adjustment, essentially subtracting approximately 21 acres from the total, there are no longer 814 acres to support the 498 dwelling units. How do you determine where those dwelling units that are supported by this free acreage cut from? The dwelling units are not going to get cut from the areas that are already built. Whose land do the dwelling units get subtracted from? Lincoln

Development or Jori Properties LLC? Whose lots are reduced? Where does the reduction in the number of dwelling units come off from?

Attorney Malia reminded the Planning Board:

- 1. The Planning Board has sixty-five (65) days from the time the Board found the application complete to approve or disapprove. That sixty-five (65) days would expire on December 28, 2013.*
- 2. The Planning Board does not have to make a decision tonight. He is not sure that the Board should. He was not comfortable advising for or against this because it is so complicated and he does not have enough information to advise them.*

Attorney Malia addressed the issue about whether the developer is precluded from removing the 21 acres from the Forest Ridge Development by reviewing the following:

- 1. **Master Plan Map:** The Master Plan map entitled "Master Plan for Forest Ridge" from 1996 was recorded in the Grafton County Registry of Deeds on June 6, 1997, Plan #8941. Although the Development Agreement was signed on January 25, 1996, (with a 1997 statute & note) it was not recorded until May 28, 1997. The final Master Plan map shows the property which includes the 21 acres designated as open space. If this was a contractually bargained for development, then do they now have the ability to withdraw 21 acres from it? That is the question we had for the applicant and the developer a couple of weeks ago when we met. Questions remain: "Is this 21 acres part of the preserved open space?" "Does the Planning Board even have the authority to withdraw that from what was apparently a negotiated well-thought out, fairly sizable development?"*
- 2. **Development Agreement:** The 21 acres proposed to be transferred is located within the boundaries of this Master Plan Development. The Master Plan references the Development Agreement dated January 25, 1996 between GS Phoenix and the Town of Lincoln was recorded in the Grafton County Registry of Deeds on May 28, 1997, at Book 2252, Page 0784. On page 2, in paragraph 1, under "Phased Development" the Development Agreement says: "...development of the property shall not materially differ from that set forth in the Master Plan or this Agreement without the express of the Planning Board." The language seems to give the Planning Board the potential authority to grant this approval which would deviate from the Master Plan boundaries. However, in paragraph 3, it says: "Maximum Number of Units: Forest Ridge is approved for an overall density of Four Hundred Ninety-Eight (498) dwelling units provided each phase or subdivision obtains subdivision approval in accordance with the above Paragraph 1 ("Phased Development") of this Agreement. This is the maximum number of dwelling units which will be permitted on the entire 814 acre Forest Ridge property."*
- 3. **Master Plan Report (Draft dated October 1995):** The Master Plan Report dated October of 1995 is on the Forest Ridge website and again it says the total property is 814 acres. 114 acres will be developed leaving 700 acres as open space. A minimum of 360 dwelling units and a maximum of 498 units.*
- 4. **E-mail from Thomas Hahn on November 1st.** It sets forth different categories of submitted land, "convertible" or "withdrawable" additional land. Attorney Malia was*

not sure just what category this 21 acres falls under. He is not convinced that the Planning Board has the authority to pull the 21 acres out of this development.

Should the Master Plan Be Updated or Should the Development Agreement Be Re-negotiated?

Bont pointed out that the Development Agreement says the Town of Lincoln can request GS Phoenix (or their successors in interest) to update the Master Plan. See "Progress, page 3 of 4, paragraph 8: "...the GS Phoenix shall provide the Planning Board with an updated Master Plan after each subdivision approval which results in the transfer of density between phases. GS Phoenix will report to the Planning Board each January on the status of the Master Plan." This suggests they could have an updated Master Plan created to help address these issues.

Planning Board members indicated that in their opinion this is a Development Agreement that would have to be renegotiated by the Board of Selectmen and not the Planning Board. The Agreement specified 700 acres as open space; these 21 acres appear to be included in those 700 acres of open space. Perhaps the applicant should go to the Board of Selectmen to renegotiate the number of dwelling units that remain. The Planning Board members do not believe they have the authority to overturn that agreement.

The situation is more complex because this would involve multiple property owners. If this property was still owned by only one party, GS Phoenix, and GS Phoenix came before the Planning Board and wanted to slice this 21 acres off and reduce the number of dwelling units that could be built GS Phoenix could pick where they are going to do it. GS would re-do the Master Plan. Now, however, the Planning Board is dealing with multiple different owners of what used to consist of these 814 acres. Do these other parties have a right to participate in reaching this Development Agreement also because property in the developed area is also affected by this decision?

Motion to open the public hearing.

Motion: Robinson.

Second: Spanos.

Motion carried (4-0).

Rick Elliott thinks the Planning Board is confusing two different kinds of agreements that apply in this matter. He tried to explain the difference:

- **Condominium Agreement:** *One kind of agreement is a Condominium Declaration filed with the Attorney General for a condominium project that includes very few specific terms of agreement between the condominium project and the developer. The Attorney General's agreement with Forest Ridge says nothing about the total of 814 acres. It only talks about the bottom piece of land that is shown to be developed. Everything recorded with the Attorney General's office about Forest Ridge does not deal with the top northernmost 530 acres at all. The AG certification is all confined to the dwelling units being built on that bottom southern section. And so, the land that we are talking about that was in those different phases of "convertible and withdrawable" land is "AG talk". That is what was done for the AG's Office.*

- **Development Agreement:** *The AG agreement is different from that agreement that the developer has with the town. There is a second agreement called a Development Agreement between GS Phoenix and the Town of Lincoln. According to Elliott, he calculated the number of dwelling units based on 1/3 of an acre per dwelling unit per the Town Regulations so that they all have their own open space. What was set aside in terms of that big block that we said we looked at the land that was not buildable and we said, "This is where we are going to get the balance of that open space from?"*

Rick Elliott asked the Planning Board to postpone this hearing if the members of the Planning Board were uncomfortable with his proposal. Elliott proposed getting the Town Attorney to speak with his attorney until there is either an agreement or "at least they can answer the questions to the level that they can be answered." "If I cannot get the town attorney comfortable with what I am trying to do I will just withdraw it. I did not want this to be a burden."

Are the developers in compliance with the agreement they made with Forest Ridge?

Elliott believes that as one of the developers that Jori is in compliance with the agreement they made with Forest Ridge, but he believes that the Planning Board is asking him to prove it. He believes that any agreement between the Town and a Developer can be changed. It says that it can be changed by agreement between the two parties.

Lloyd stressed that he thought it was notable that there was not a pending application for a specific number of units in this proposal because they were only talking about merging two parcels.

Planning Board members made efforts to explain that the key issue is the terms of the agreement with the Town about the development. Robinson explained that there is a written and recorded Development Agreement that says that the developer can build 498 units on 814 acres. There is no longer going to be 814 acres. If this transaction involved only one developer the situation would be less complicated because the developer could say "we are not going to build 498 dwelling units, we are only going to build whatever the reduction is." The Board of Selectmen could sign a new agreement. However, if more than one or two parties are involved, would all of the owners sign that? We have a Development Agreement that is supported by this 814 acres. Without a new agreement we do not believe that we can simply chop off 21 acres. The problem is the remaining acreage and what can be built on that. It is no longer going to be 498 dwelling units. The Planning Board does not have the authority to impose their ideas over the original agreement. It is a matter of negotiation.

Elliott presented his view of the situation. In his opinion, there are only two owners currently that the Planning Board should be concerned with. The third party bought the note only. The ownership is still with Lincoln Development and Jori Properties, LLC. Jori Properties LLC is the developer. Jori Properties, LLC, sold specific parcels out to Lincoln Development that are 100% encapsulated. Lincoln Development has no rights to anything except what they have the right to. In Elliott's opinion, the Planning Board is only dealing with Jori Properties, LLC, the developer of Forest Ridge and the Town of Lincoln. He believes that what has been sold off is self-contained and meets all of the requirements that were requested. So, if you look at Forest

Gardens, for example, there is the certain number of units, but if you look at the land mass, land mass covers the requirements for a 1/3 of an acre per unit. It is all self-contained and approved. And now that is gone. It is no different than selling that to 15 individual owners or to 200 individual owners. It comes out of the total, but it is self-contained.

The Planning Board asked Elliott to have his attorney speak to Town Counsel to sort it all out. Elliott agreed. Meanwhile, this case will be continued to December 11, 2013.

Rick Kelley, former Planning Board Chair and General Manager for Loon Mountain Recreation area asked if the Planning Board had reviewed all of the minutes from the meetings from 1995. In Rick Kelley's memory, there was an issue with green space to support density. There was a fair amount of land that was not buildable because of access. Kelley thought he might have some materials related to this case from his chairmanship on the Planning Board. Chair Romprey asked Kelley to share whatever information he might have about this case with the Planning Board.

Motion to Close the Public Hearing:

Moved: Spanos.
Second: Hettinger.
Motion carried (4-0).

Motion to Continue Hearing to next Planning Board meeting on Tuesday, November 26th, 2013. Meanwhile, Developer of Forest Ridge, Rick Elliott will get counsel for Jori Properties, LLC, to call Town Counsel Peter Malia to sort out the legal issues.

Moved: Spanos.
Second: Hettinger.
Motion carried (4-0).

Norman Belanger returned to sit at the head table as an alternate member of the Planning Board.

A. Request for Discussion About Conditions Imposed on Subdivided Lots on Land Owned by CVRI South Peak TRS, Inc.

1. Michael Norman, President of Horizons Engineering, Inc. acting on behalf of Cypress Real Estate Advisors, c/o Ed Wendler, 301 Congress Suite 500, Austin, TX 78701 requests permission to discuss the condition placed on the approval of 4 of 5 lots for property owned by CVRI South Peak TRS, Inc., for "Mountain Homes at South Peak – Phase II" relative to the 100-year flood elevation.

Alternate Planning Board member, Taylor Beaudin recused himself and sat in the audience. Taylor Beaudin is a principal/employee of Lincoln Trucking and Excavating, LLC and is presently doing work for the applicant and property owner.

Steve LaFrance from Horizons Engineering, Inc. represented CVRI South Peak TRS, Inc. to request that the Planning Board waive the condition that was placed on the subdivision approval back on August 28, 2013. The condition that was placed on the approval was that all the buildings constructed within the subdivision be constructed such that floor elevations would be five feet above the 100 Year Flood Elevation. He asked to go over a plan Horizons prepared.

Chair Romprey asked for guidance from town counsel Attorney Peter Malia about whether the Planning Board could even consider this request.

Attorney Malia reviewed the threshold issue of whether or not the Planning Board could entertain the request. If the Planning Board decided to entertain the request the Board could hear LaFrance's request. If not, the Planning Board should make that decision and move on.

Attorney Malia was asked to research this issue because the appeal period to Superior Court had expired. The decision was made at the August 28, 2013 meeting. The Notice of Decision was signed by Pat Romprey on September 6, 2013. The Notice of Decision right in it cites the appeal statute which is 677:15 which says that the applicant has thirty (30) days to appeal to the Superior Court. Thirty days have passed. In fact, seven weeks passed and then in an e-mail dated October 30, 2013, the Planning Board was asked to reconsider this condition. The request for reconsideration came seven weeks after notice of decision was signed and eight weeks after the actual meeting. SO it is well past the appeal deadline.

The closest case he could find to this situation was actually a ZBA case, but it was similar in that the appeal period had passed. Somebody asked the City of Nashua ZBA to reconsider a decision that they had made. The NH Supreme Court said that the Nashua ZBA could only reconsider its decision during the 30 day appeal period to Superior Court.

If this applicant had come to the Planning Board even giving them the few days between the date of the actual meeting and the date the Notice of Decision was signed, giving them those extra days, if they had come to the Planning Board by October 6th, within 30 days of signing the actual Notice of Decision, then the Board probably would have had the ability to reconsider the condition, but now the request is outside of the appeal period. The precedent was a ZBA case and not a Planning Board case. However, in this case the NH Supreme Court said that once you get outside the appeal period, the Board has no right or jurisdiction over the matter. The Planning Board cannot reconsider the decision. It is too late. The NH Supreme Court said, "We will not be subjecting the ZBA decision or those who rely on them to an open-ended period of vulnerability to reconsideration." There has to be some finality. There can't be this open-ended applicants coming in after their appeal period has expired, asking Boards to reconsider their decisions.

Based on the reasoning in this case, in Attorney Malia's opinion the Planning Board does not have the ability to even hear this request for reconsideration.

Attorney Malia also reviewed the Planning Board's new Rules of Procedure, adopted this summer. Section entitled, "Reconsideration" says that the Planning Board may reconsider any decision to approve or disapprove an application for good cause provided it is within the

statutory appeal period which is 30 days after a decision is rendered. The Planning Board's own Rules of Procedure seem to support this case which says that within the appeal period the Board can reconsider. Once that appeal period has passed the Planning Board does not have the authority to reconsider.

Romprey took a straw poll of the Planning Board members about whether they wished to reconsider the case.

- 1. Belanger – No.*
- 2. Robinson – Yes.*
- 3. Strickon – No.*
- 4. Hettinger – No.*
- 5. Spanos – No.*

Strickon asked LaFrance why it took so long for the appeal to come through. He had thirty days.

LaFrance replied that the owner is an absentee owner from Texas. The owner did not really recognize what the conditions meant in terms of their development. It was just in the last few weeks that Horizons had a conversation with their client about what the condition was going to mean, not only for this subdivision, but subsequent subdivisions throughout the community. Horizons suggested to the owner that they thought the condition was capricious.

Strickon reminded LaFrance that modern means of communication do not require him to sit down and write a letter to send by horse down to Texas and back again. Communication is immediate: E-mail, telephone calls, meetings with computers and Skype.

LaFrance complained about a comment made during the decision-making process that the Planning Board had required "The Rapids" to go four feet above the 100 Year Flood Plain Elevation. Romprey corrected him by saying the Planning Board had required them to do sealed systems. LaFrance argued that in the minutes it said "four feet". Romprey said the minutes were in error. LaFrance objected to being required to raise their house slabs to five feet above the 100 Year Flood Elevation because of the Planning Board requirements placed on The Rapids. Romprey interjected that he stood out there during Tropical Storm Irene and saw portions of those lots under water. He expressed his opinion that he had an obligation to bring up that experience at the meeting.

Romprey asked Attorney Malia if they still had the ability to go to the ZBA or Superior Court. The answer is "no". Time has passed. They would have to consult with a NH municipal lawyer.

Romprey asked LaFrance what the "hardship" was.

LaFrance argued:

- 1. The buildings were already above the 100 Year Flood Elevation.*
- 2. Lincoln's own ordinance says "at or above".*
- 3. LaFrance looked in detail at that flood event. There is a USGS gauge right at the site. The discharge for that storm was 29,300 CFS. The 100 Year Flood Event is 30,300 CFS.*

The 100 Year Flood Elevation that is shown on the FIRM maps and also is shown on the ARCGIS Analysis that Horizons prepared for South Peak was not reached. Those lots where those homes are proposed would not be under water in the flood.

4. *Tropical Storm Irene did not even reach the Year 2000's 100 Year Flood Elevation level. The discharge for that event was about 95.6% of the 100 Year Event. The gauge is right there.*

Hettinger explained that one of the problems is that in making the decision and having been at the FEMA meeting at the time FEMA had a lot of concern over how accurate their readings are and how accurately they plotted out the 100 Year Flood Elevation back in 2000. If you even look at the overlay that was just done on the Town Maps it is different that was presented at the last meeting. The Flood Plain map shows that more of the western two lots are being consumed by the Flood Plain than was on the map that was presented by Horizons' engineer.

LaFrance disparaged FEMA's concerns. According to LaFrance, he was at that meeting too. Ellen Wienan from FEMA said that she thought the Flood Elevation was a couple of feet over the top of the levy, but when he pressed her for details he said she had none. The reason that he pressed her is that Horizons had just finished their own flood study of that region of the river in support of the South Peak Development for CENTEX. Horizons found that the river channel is anywhere from one foot (1') to seven feet (7') lower now than when FEMA did the cross sections for the flood study back in the year 2000. The reason is that the channel has down cut. In his opinion, the actual 100 Year Flood Elevation is LOWER than what FEMA shows on their plans. Lincoln's own ordinance says that buildings should be at or above the 100 Year Flood Elevation and the Planning Board, in his mind, "capriciously set floor elevations FIVE FEET above 100 Year Flood Elevation". LaFrance objects because that means Horizons' clients have to bring in over two feet of fill for each one of those lots. The buildings are so close to South Mountain Road that the driveways are going to be at a sharp incline. In his opinion, the Planning Board's decision sets a bad precedent for future subdivisions within the flood plain in Lincoln. Lincoln's ordinance says "at or above the 100 Year Flood Elevation" per FEMA requirements.

Hettinger explained that requiring the slabs to be five (5) feet above the 100 Year Flood Elevation was more of a safety factor, because the Planning Board does not know where the actual 100 Year Flood Elevation is. When FEMA was here the FEMA people were not sure of it. At that meeting FEMA employees were talking raising the 100 Year Federal Flood Elevation about two (2) feet above the levy.

LaFrance interjected, "Based on no science! Hettinger responded, "We don't know that." LaFrance exclaimed, "We do know that! We have 90 years of flood data!"

Rompney added that a number of people were working near those lots during the date of the storm. In his opinion the area where those lots are located was partially inundated. LaFrance responded, "Well....maybe partially ...but the inundation did not include the building envelopes." LaFrance thinks that the Planning Board was really arbitrary with that five (5) foot elevation requirement. He thinks that requirement places an undue hardship on the applicant because it does not pass the science test. According to LaFrance, the engineers at Horizons did their own study that confirms what FEMA did in 2000. They have similar lines. "There is no

way that those building envelopes were under water for that flood!" In his opinion, those buildings are not going to be in the flood plain.

Romprey argued that the elevation of the building envelopes was only a foot above the 100 year Flood Elevation for 2000 which FEMA said was not accurate.

LaFrance responded that "It only has to be at! It is your own regulation!" Romprey argued that the 100 Year Flood Elevation is based on the 2000 FIRM maps which FEMA said were not accurate. Furthermore, he and others had personal experiences observing the water partially inundating the area of the lots. LaFrance proposed that this applicant be treated the same as "The Rapids". The language in "The Rapids" approval says that if new FEMA regulations or new Flood Elevations are brought forth that the applicant has to comply with them. He thinks that is fair and a reasonable interpretation. Romprey reminded LaFrance that new FEMA FIRM maps were not coming soon due to the current federal budget sequester. LaFrance responded that it was not Horizons' fault and it is not Lincoln's fault either. FEMA in 2007 said maybe we are going to come out with new FIRM maps, but they never did.

Romprey again asked LaFrance where the hardship is if someone has to raise their foundation three (3) feet. LaFrance explained that there is the additional cost of the fill. There will be no vegetation and the driveways do not work. The units are so close to South Mountain Road that the buildings are going to be five feet above the road and the driveways are only 30 feet long. Property owners are going to have to go up their driveway into their garage at 20 miles per hour to make it.

Attorney Malia advised that the Planning Board had heard a little bit about the merits of this request. Maybe that discussion has got some board members to think twice about how they want to vote on this. The Board took a straw poll. He suggested that the Board have someone make a motion to reconsider to grant the applicants' request to reconsider the condition. Have the motion seconded and then vote on it.

Spanos asked if Horizons could submit a new application on these lots. Attorney Malia suggested Horizons consult with their own attorney regarding their options if the Planning Board denies their request. Submitting a new application might be an option. Under NH law the new application should be substantially different than a prior application decided by the Board because Boards should not have to continuously rehear and re-decide applications that they have already seen and made decisions on.

Rick Kelley interjected from the audience that as a former Chairman of the Planning Board and former member of the Planning Board for ten years, in his opinion, the issue is the owner in Texas. The decision that was made was not a decision that was made based on any regulations.

LaFrance and Romprey continued to argue about whether the lots were ever under water. LaFrance said that he had walked the property carefully and that Romprey could not prove that that any particular piece of dirt was under water or not or the exact area where flood waters were. There is no scarring around these lots. There is sand in the lower elevation, but not on the building envelopes. Romprey insisted that he had walked it too and found flood debris on it.

Romprey asked Attorney Malia to explain to LaFrance and others that Board members who have personal knowledge and experience have an obligation to bring that forward. Attorney Malia explained that Board members are allowed to bring their own experience to the Board and to the decisions that they make, including their own knowledge of the Town. It is a long established policy in New Hampshire law. He suggested that Horizons had some good arguments to make, but it was too bad that the owner is down in Texas and it took so long for this condition to get to the people that it needed to get to and come back to the Planning Board, but it has put the Planning Board in a difficult position. According to the law the Planning Board should not be reconsidering this.

Romprey suggested that LaFrance bring in a new application and present his case properly. LaFrance asked what he needs to do to change the application to bring it back. Attorney Malia declined to give LaFrance advice on how to proceed. He suggested that they go to their own attorney and hash that out with him/her. LaFrance asked if they came back with the same application would he recommend that the Board accept it. LaFrance said that their application would be substantially different because now they have flood plain information and a number of other facts to present that were not available at that last meeting.

Motion to reconsider the conditions placed on the Approval for Subdivision for CVRI South Peak TRS, Inc. on August 28, 2013:

Moved: Robinson.
Second: No Second.
Motion dies.

Attorney Malia explained that the motion dies. It is defeated for failure to garner a second.

The Planning Board took a break from 6:54 pm to 7:00 pm. Attorney Peter Malia left.

Pat Romprey reconvened the meeting at 7:00 pm.

Taylor Beaudin returned to sit at the head table as an alternate member of the Planning Board.

IV. NEW BUSINESS

- A. Conceptual: Site Plan Review Conceptual: Change of Use.** Union Bank purchased the property at 135 Main St (the old Mr. W's) (Map 118, Lot 49) and intends to change the use from a restaurant to a bank and to do some cosmetic renovations to the existing building. Conceptual to discuss their ideas for change and get some guidance from the Planning Board.

Applicant: Paul Grogan, Facilities Officer
Union Bank (Vermont)
20 Lower Main St., PO Box 667
Morrisville, Vt. 05661-0667

Bourassa and Grogan appeared on behalf of the Union Bank for a conceptual. The Union Bank bought the property owned by the "Longhorn Palace" - the name of the owner. The name of the former business at the location is Mr. W's Restaurant. The new owners want to change the use of the property back to a branch bank.

Joel S. Bourassa is on the Advisory Board for Union Banks in NH and New England. When the Union Bank came into North Woodstock and converted that bank to a Union Bank they wanted to have a branch in Lincoln someday. They charged Bourassa with scouting a location in Lincoln. Mr. W's used to be a bank. It has a drive-through window. Union Bank would just have to put it back in. It still has the vault in the basement. It is on the best side of the street for traffic coming into town from Loon Mountain. They did a market study. The location was perfect so Union Bank retained a local realtor. The owners did not really want to sell. After two years the family decided that they would sell to Union Bank.

Paul Grogan is the facilities manager for all of their banks in New England. The Union Bank needs Site Plan Review approval for a change in use. They wanted to make sure that they could anticipate any difficulties the Planning Board might be concerned about so they could address it in their proposal so they are here for a conceptual.

They are going to put a new gabled roof on the building. They intend to keep the same footprint and parking lots. They are going to raise the drive through which is 8 feet high right now. The gabled roof will drain onto Union Bank property instead of the sidewalk or elsewhere. They will replace the brick with white clapboarded siding. The look of the Union Bank in North Woodstock is the general look of a Union Bank. Grogan presented some hand drawn rough sketches. They were not specific or to scale. (They wanted to keep the bull, but the owners were not willing to part with it.) The safe is usable. The safe had been locked for twenty years. The lock guy came in and immediately unlocked the safe. A safe door alone is \$15,000.

The Bank intends to repave the parking areas to make it look new. There is ample parking. The parking goes up onto the hill. The neighbors use the parking up above across Coolidge Street. Up behind the property up at Coolidge Falls there is some parking as well.

Grogan asked if the Planning Board wanted an up to date survey of the plot of land or a topography map. They are just changing the use from a restaurant back to a bank. The Planning Board needs to have the drawings of what the bank is changing, including a side view and site plan with the building foot print and setbacks. It would be adequate to use an expanded version of the tax map as base on which you could draw a site plan. The Planning Board wants to know what they are going to use for signage and lighting. Grogan asked if they were to put a couple of parking lot lights on light poles out back, what town standards would apply. There is a part of the Land Use Plan Ordinance that addresses night sky. They want the light aimed down into the parking lot and not into the neighbor's property. The land use plan ordinance has the sign ordinance right in it. The town is trying to get away from internally lit signs in the Village Center District. The Planning Board will want the building plans with the modifications on it. They would like to see the type of drawing they have the contractors follow to make the changes. We need details about dimensions, roof heights, and distance to property lines. Grogan commented that there is one close edge that goes into Coolidge Street a little bit which actually

goes into an easement that the property owner gave the Town for Coolidge Street. The setback from the building is very close.

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- B. Conceptual: Possible Site Plan Review/Lot Merger/Change in Use:** Herb Lahout would like to discuss the possibilities associated with two adjacent properties. Map 112, Lot 27 and 28.
- a. Map 112 Lot 2733 Main Street Owned by Kathleen & Robert W. Sherburn, Jr.
 - b. Map 112 Lot 2831 Main Street Owned by Kathleen & Robert W. Sherburn, Jr.

Herb Lahout asked to appear before the Planning Board about a possible lot merger, but he did not appear for this meeting. The two properties are owned by Robert & Katherine Sherburne. Lahout is talking to the owner of Lot #26, Larry Hartle. He would like to tear down the building on Lot 27 and then reconfigure ingress and egress. He has been talking to the State of NH about that because his access is off from NH 112. He wants to retain the footprint of the existing building that he wants to remove. He would like to reserve the right to rebuild that footprint area later. He is not here to discuss it. Bont recommended that the Planning Board just pass on this matter until Lahout can come to speak for himself about what he would like to do.

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- C. Request for Waiver of Site Plan Review Requirement for Non-Residential Fences** to surround accessory buildings of <150 square feet to house monitoring station for subsurface petroleum contamination.
- a. Applicant: KAS, Inc.
 368 Avenue D, Suite 15
 PO Box 787
 Williston, VT 05495
 - b. Map 112 L069 (61 Main Street) owned by SBN Real Estate Investment LLC
(Kancamagus Country Store) PO Box 1120, Lincoln, NH 03251

Although absent from the meeting, KAS, Inc. submitted plans on behalf of The Kancamagus Country Store. They are requesting a waiver from Site Plan Review for Non-Residential Fences to surround the environmental monitoring station. The monitoring stations they are proposing are small enough that they can be called "accessory buildings," but they are small enough that they do not even have to comply with the accessory building side, front or rear setbacks. However, the monitoring stations do have a stockade fence around them. Normally, they would have to come to the Planning Board for a Site Plan Review approval, but then Lincoln's Land Use Plan Ordinance says the Planning Board can waive that requirement. Bont talked to the Planning Board about waiving it already. NH DES is requiring the monitoring stations. The applicant here is the contractor who has been hired to enable them to comply with the NH DES requirements. NH DES says they have to have these monitoring stations in place by January of 2014. Right now they do not have permission to put the second monitoring station on property owned by someone other than the Kancamagus Country Store. The proposed remediation shed #1 is shown on the plan. KAS is requesting a waiver so that Bont can write up a permit for placement of the remediation shed. The environmental spill affected five pieces of property. There is going to be two of those remediation stations eventually. The second one is shown on the plan as "Shed #2". They are still talking to the owners of that property so they do not have

permission to build it on that property yet. They have already started putting in the pipes at the Kanc Store. They do not have to get permission from the Town to do all of that underground trenching. They talked to Bont about it before they started. They asked if they needed permission to do the underground work. Bont has been communicating with them regularly. Bont recommended that the Planning Board vote to grant a waiver for the stockade fence that goes around the remediation shed.

Motion to Grant Waiver to KAS, Inc. on behalf of property owner SBN Real Estate Investment LLC d/b/a Kancamagus Country Store for proposed stockade fence around NH DES ordered #1 monitoring shed on 61 Main Street (Tax Map 112, Lot 069)

Moved: Hettinger.

Second: Spanos.

Motion carried (4-0).

(Note: A request for a waiver for a stockade fence around proposed #2 monitoring shed will be entertained by the Planning Board when KAS, Inc. receives permission from the other property owner to erect #2 monitoring shed on that lot.)

D. Presentation of Draft of Updated Capital Improvement Plan (CIP) for 2014.

Copies of the CIP draft were handed out to the Planning Board members and the audience.

The agenda did not state that the Planning Board would just be holding a work session. It was listed as “Presentation of Draft of Updated Capital Improvement Plan (CIP) for 2014”. The Planning Board did not expect to take public intake as part of a public hearing until their next meeting on Tuesday, November 26th. Paul Beaudin, Edmond Gionet and Billy Conn specifically attended this meeting to address the CIP. Paul Beaudin voiced their objection to not being properly notified that this portion of the meeting was considered a “work session”. Bont will make sure the “work sessions” are properly noted on the Agenda in the future.

Chair of the CIP Committee (CIPC) Hettinger informed the Planning Board that the CIPC had nine sessions this year. The sessions ran later than normal because some major projects had to be addressed. Earlier in the year departments do not have enough information to be able to prepare a CIP. The CIPC took the time to gather the information and schedule meetings with Department Heads.

There were eight (8) relatively major costly projects. The purpose of a CIP is to spread large expenditures out over time so the town does not unduly increase the burden on taxpayers in any one year. The CIPC tried to even out expenditures over the next six years. The CIPC tried, wherever possible, to avoid bonding to avoid the payment of the interest, but yet build the capital reserves as needed over time so that the town has enough money to make expenditures for the necessary projects.

The 2013 Capital Improvement Plan was for approximately \$1,000,000. The 2014 Capital Improvement Plan is for approximately \$1,200,000. It is \$281,000 above last year.

Hettinger complimented Town Manager Butch Burbank on scheduling the CIPC meetings. The CIPC had various department managers at the sessions when they needed them every time.

The CIPC reorganized the Capital Improvement Plan itself. In the past the smaller maintenance expenditures that the town tries to keep track of because they can quickly add up to large expenditures if we do not stay on top of them, have all been all listed in the back four or five pages. Now the CIPC re-combined those expenditures with the relevant departments so it is not so easy to miss them. Also, the two projects for bonding are listed on the very last page which is different from the way we organized the CIP last year.

The major projects that will impact taxpayers most for next year are as follows:

1. **Replace The Loon Pond Dam.** *The State of NH is going to require that pretty soon. Butch has done a nice job by getting an extension on that project by two years. That will help us a lot with spreading the dollars out to allow us to do that.*
2. **Add A Third Unit To The Water Treatment Plant.** *That will cost \$500,000. That has been there for a while, but it is still impacting us by adding about \$100,000 a year.*
3. **Dredge The Sewer Lagoons.** *The sewer lagoons are going to need to be dredged. And the sludge removal will cost about \$500,000. So we had to allocate funds for that.*
4. **Beechwood I Paving, Drainage And Repairs.** *That has been in the works for a couple of years. That is another \$100,000 per year for a total of \$600,000.*
5. **Pollard Road Reconstruction.** *The end part of that road near the Common Man Restaurant is in bad shape. It will cost \$350,000 for that project.*
6. **Reclaim & Repave West Street.** *Cost is \$500,000.*

There were two projects that were so much money that the CIPC recommended the town put it out for bonding.

1. **Project #12: Replace the River Intake Gallery.** *As you know we are not meeting the state water standards for the Town Water. In order to do that we have to replace the River Intake Gallery. It will cost \$500,000. Normally we would set aside \$100,000 per year in a capital reserve fund. See explanation below.*
2. **Project #74: Repair the Levy in the Pemi River near the Fairways Condominiums.** *They are estimating \$1.1 million dollars for that project. So we have included in the CIP is basically the bond service amounts, not the amount of the total dollars that we will be asking for the bonding.*

River Water Intake Gallery:

Although the replacement of the River Water Intake Gallery (gallery) was not unexpected, we did not expect to replace it in 2014 when we were preparing the CIP four years ago. Consequently, the town did not save any money in a capital reserve fund to replace it. The time table for replacement has become extremely accelerated because of damages caused by Tropical Storm Irene.

At the time of the storm we knew there was some damage to the gallery. Repairs were made, but we did not realize the full impact of the storm on our gallery. There is a fabric cloth that acts like a wrap around long tubes. The fabric is involved in the initial stage of filtration. At the time we did not think that the fiber was necessarily damaged, but we knew it was exposed. We did not appreciate the full extent of the

damage to the integrity of the fabric at the time. It turns out that the fabric was compromised. Consequently, a lot of fine particulate now comes into the screens and then into the water treatment plants. Our engineers figured this out after performing all kinds of tests using different types of cameras.

How was the fabric damaged? Was it ripped away or just worn out or both? Whatever the cause, the fabric has been compromised and now part of it is no longer doing its job. This means large particulates are now getting into the screen and going into the treatment plant and those large particulates are bringing bacteria into the system that compromises water quality. Burbank informed the Board that in monthly testing we have gone out of compliance. The state is telling us we will probably remain out of compliance given what is going on with the gallery

Unfortunately, we had already put into motion the replacement of the Loon Pond Dam. The engineering is done. We were already getting ready to take bids. We contacted NH DES and said, "We cannot do both in one year." DES said, "Loon Pond Dam" is lower on the priority list. You have to take care of your water intake structure."

Town Manager Burbank said he does not know whether the town can tie the damage to the fabric directly to Tropical Storm Irene. Although the gallery is near the end of its twenty year life expectancy, he hopes we can document that the compromised part of the gallery is the part that was exposed during Tropical Storm Irene. FEMA gave us money to recover that. He is going to try to connect the dots and go back and see if FEMA will concur with our engineers' opinion that what we did not know was that in all probability that filtering fabric was damaged at the same time.

We are experiencing higher turbidity and larger numbers of particulates. We are getting very large particulate into our water treatment plant which results in all sorts of consequences. We have had to increase our chlorine use and other chemicals. Replacement of the gallery has now moved to the top of the priority list to the point where there is not enough time to spread this out over the course of a CIP. We will have to go the Town Meeting and request their approval to go to bonding to pay to replace the gallery. It needs to be done as soon as we can get the engineering done and permits in place. We will have to do this in the spring after ski season because our intakes are above Loon Mountain's intakes for snowmaking.

Repair the Levy in the East Branch Pemigewasset River near the Fairways Condominiums:

The second proposed bond is for the levy coming in between \$1,100,000 and \$1,200,000. We just got estimates in today. We learned that we need some additional engineering because NH DES is requiring an Alteration of Terrain Permit which is close to an additional \$8,000 that we were not planning on. It is totaling up to another \$20,000-\$21,000 of engineering. The Town Manager will discuss with the Board of Selectmen whether to wait until the Town votes at Town Meeting to go ahead with the project or whether we should go ahead and start the permitting process now because it could take anywhere between eight (8) to twelve (12) weeks once the Alteration of Terrain Permit application is approved.

Taylor Beaudin asked whether FEMA would cover any of those costs. Those costs belong to the Town. Taylor Beaudin asked, "How come?" Burbank responded that the Town is responsible for those costs because the levy was allowed to deteriorate and became decertified. It became "inactive". It has nothing to do with certification, but it became "inactive" because of lack of maintenance and because it is inactive FEMA will have nothing to do with it. The Town of Lincoln owns it, unfortunately. Robinson responded that once the Town of Lincoln rebuilds the levy our goal is to rebuild it to Army Corps of Engineer Standards ("the Corps"). The Corps has been working with our engineering firm all along, approving our design and goals. Once we rebuild the levy to their standards and they approve it, the levy goes on the "active" list as long as we maintain it to their standards. They provided us with a 60 page

maintenance book. If we maintain the levy and anything happens to it in the future, the Army Corps of Engineers will replace it. FEMA will still have nothing to do with it, but if the levy is on the active list it is an Army Corps project.

Romprey asked how the one or two houses that encroached the levy were being handled. Town Manager Burbank answered that this issue is addressed in the engineering plans for the levy. The Corps has accepted the remediation plan our engineers proposed. The costliest part of the plan is the flapper valve in the culvert that was put in by a property owner. The property owner ran a culvert out through the levy out into the river. There is an expensive flapper system that needs to be installed to prevent the backwater from coming back.

Taylor Beaudin asked who was responsible for installing the flapper system. Town Manager Burbank explained that the Town of Lincoln is responsible because the town allowed the culvert to happen. We are getting "check offs" from the Corps. The engineering estimate for rebuilding the levy is between \$1,100,000 and \$1,200,000. Now we wait until a vote of Town Meeting to see if the voters want to proceed with this project.

Taylor Beaudin asked who engineers the levy; does the Corps or does the Town do the engineering? The Town of Lincoln hires an engineering firm and the Corps signs off on the plan. All of the engineering prints are down in Washington, DC. The DC Office has already given our engineers two series of feedbacks. The biggest objection came to the town's Emergency Management Safety Plan. Our Emergency Management Director sent down an 8-10 page emergency evacuation plan to get people out of there because the Corps considers the levy in its current state a life hazard for people living there. The emergency evacuation plan the Corps finally accepted was 86 pages long. That is a plan we had to have the engineers put together.

Sewer System

Chairman Romprey asked if the CIPC addressed the issue of the sewage system. The CIPC has to some extent.

The Town is going to need a new sewage system at some point in 5-10 years. CIPC discussed the matter, but did not put money in the CIP for 2014. CIPC put some money in the sludge removal project which is part of that project, but not additional money for replacement of the sewer lagoons. We could find ourselves out of capacity quickly if there is going to be a resurgence of development like RiverWalk and building across the river again. We have some significant filtration issues. Hettinger pointed out that on the CIP we have this listed as: "Project #76. Upgrading Sewer Treatment Plant".

The CIPC did not put money in for this year; they put money in for 2019. CIPC did not think we could cover it this year because we have already many other priorities. This is listed as a potential bond project because it will cost about \$8,000,000.

Fire Department:

Romprey asked about why under the Fire Department the R4 Rescue Vehicle is listed as in service until 2020. Burbank explained that the CIPC is pushing that deadline out because that vehicle does not get used heavily so that although the vehicle will need to be replaced eventually, it will not need to be replaced soon. The Fire Chief is in accord with that replacement schedule. The vehicle will need some maintenance, but it is not heavily used.

Streets

Robinson indicated that there are lots of street related projects. There is money sitting in that account right now.

Pollard Road:

According to Burbank, the plan is to finish up the end of Pollard Road near The Common Man Restaurant, which will include going around the corner and towards Kanc Rec Road. There is no more drainage going in there. The drainage is done. The biggest drainage problem on Pollard Road has been corrected. The Common Man re-directed the water in the parking lot to where it is supposed to go. They were supposed to dig that out before the ground froze. The issue we still have with the Common Man is that we still have uncontrolled water coming down from their upper parking lot located on that property they bought on the uphill side. The water comes down and pools up on Pollard Road. It is washing our road out. Taylor Beaudin asked why we did not just run more pipes up there? Burbank said it was because it was getting pretty shallow there up at the end. Romprey reminded the Planning Board that part of Alex Ray's planning Board approval for the Common Man was that he was supposed to address the drainage.

West Street:

Romprey asked why the cost for West Street was so high. Robinson explained that the cost included doing all of the water and all of the sewer as well as the road. We are combining it all under streets, but it includes water and sewer. It has got Transite pipe (asbestos-cement pipe) which, if you do not disturb is okay, but if you move it is a problem. There are some major drainage issues there. The engineers talked about splitting the drainage and going back towards Connector Road and then down to US Route 3. We don't know where they are going to go on Connector Road to find drainage. That is a worst case scenario number. I think we have pushed that out to 2018. We wanted to have it on the CIP radar as a road with water and sewer are very old. We have not had any problems with it except for drainage. We are thinking that if we are into West Street and tearing the road up and we get the street all fixed and we start having problems with water and sewer we will end up wrecking the road we just fixed. The pipe is overdue to be replaced. We pushed it out to 2018.

Recreation:

Groomer: Romprey asked about the Kanc Rec Area groomer – he asked if it would be cheaper to lease one instead of own one. Burbank responded that we investigated leasing a groomer and the cost was prohibitive. It was shockingly expensive. It costs something like \$300/hour or day. Burbank has some knowledge about groomers. He looked at the groomer and talked to Dave Dovholuk about it. The Kanc Rec area ski hill is little and not challenging for a machine of that type. The groomer should last a long time. Romprey thought we had gone through a number of snow cats over the last 10 years. They have only had two. They had a Tucker and now this one they purchased in 2002. We have had it for 12 years. Romprey asked what the life expectancy would be if it is maintained. According to Burbank, they have a diesel engine. It should run forever if it is properly maintained. The gear boxes and pumps are what blow up when the groomers finally go.

Motor at the Top of the Kanc Rec Ski Area: That motor at the top is going to be replaced in 2015. Taylor Beaudin was concerned that it would only be 10 years old. What are the hours on it? It is a CAD Diesel Tow Engine. Burbank will follow up on this matter.

There was further discussion about individual items on the Capital Improvement Plan.

VII. PUBLIC PARTICIPATION AND OTHER BUSINESS: Public comment and opinion are welcome during this open session. However, comments and opinions related to development projects currently being reviewed by the Planning Board will be heard only during a scheduled public hearing when all interested parties have the opportunity to participate.

No public input.

VIII. ADJOURNMENT

Motion to Adjourn.

Motion: Spanos.

Second: Robinson.


Motion carries unanimously by all members present (4-0)

The meeting was adjourned by at 8:09 pm.

Respectfully submitted,

Carole Bont, Planning and Zoning
Administrator

Dated: January 8, 2014


R. Patrick Romprey, Chairman