

**LINCOLN PLANNING BOARD
REGULAR MEETING MINUTES****APPROVED****WEDNESDAY, JUNE 25, 2014 – 6:00PM****LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN NH**

Present: Chairman R. Patrick Romprey, Vice-Chairman Jim Spanos, Clerk John Hettinger, OJ Robinson, Selectmen's Representative, Selectmen's Representative Tamra Ham (serving in OJ Robinson's stead for Cellco Partnership d/b/a Verizon Wireless application), Paula Strickon, Norman Belanger (alternate), Taylor Beaudin (alternate) and Callum Grant (alternate).

Members Excused: None

Members Absent: None

Staff Present: Planning and Zoning Administrator Carole Bont, and Town Manager & Town Planner, Alfred "Butch" Burbank, Wendy Tanner (recorder)

Town Attorney Present: Attorney Peter Malia of Hastings & Malia Law Office, PA, 376 Main Street, PO Box 290, Fryeburg, ME 04037-0290

Guests:

- **Cellco Partnership d/b/a Verizon Wireless Presenters:**
 - Charles "Chip" Fredette, PM, Vital Site Services, Inc., Site Acquisition and Contracts Management working for Verizon Wireless as a contractor. He looks for real estate for Verizon so that Verizon can meet its coverage needs
 - Drew G. LeMay, CNHA, NHCG Deputy Assessor for City of Nashua, City Hall, 229 Main Street, PO Box 2019, Nashua, NH 030621-2019 (did not present)
 - Keith Vellante, Senior Radio Frequency Engineer for C Squared Systems, LLC, a third party radio engineering firm working as a Verizon Wireless Consultant for Verizon Wireless on the proposed site
 - John F. Weaver, Attorney for McLane, Graf, Raulerson & Middleton, PA, 900 Elm Street, PO Box 326, Manchester, NH 03105-0326, representing Applicant Cellco Partnership d/b/a Verizon Wireless
- **Representative of Property Owner – CLP Loon Mountain, LLC (formerly known as CNL Income Loon Mountain, LLC)**
 - Rick Kelley, President and General Manager of Loon Mountain Recreation Corp., leasing from CPL Loon Mountain LLC, formerly known as CNL Income Loon Mountain, LLC & one of signatories on application for Cellco Partnership d/b/a Verizon Wireless to put up a telecommunications cell tower.
- **Telecommunications Consultant for Town of Lincoln**
 - Ivan Pagacik of IDK Communications, 123 Whitcomb Ave, Littleton, MA 01460

- **Abutters to Proposed Cell Tower**

- Cecile Eisenhauer, abutter and home owner (Tax Map 124, Lot 034 – 34 Westwood Drive) from PO Box 1193, Lincoln, NH 03251-1193
- Peter Eisenhauer, abutter and home owner (Tax Map 124, Lot 034 – 34 Westwood Drive) from PO Box 1193, Lincoln, NH 03251-1193
- Rossana Nigrosh, abutter who with a second home at 24 Governor's Lane, Map 124, Lot 028, owned by Kevin M. Sargis, Trustee of Hunter Realty Trust, 44 Old Princeton Road, Fitchburg, MA 01420. Sargis also owns abutting lot M124, Lot 027 on Governor's Lane. Nigrosh lives at 3 Battery Wharf, Boston, MA 02109.
- Daniel Nigrosh abutter who with a second home at 24 Governor's Lane, Map 124, Lot 028, owned by Kevin M. Sargis, Trustee of Hunter Realty Trust, 44 Old Princeton Road, Fitchburg, MA 01420. Sargis also owns abutting lot M124, Lot 027 on Governor's Lane. Nigrosh lives at 3 Battery Wharf, Boston, MA 02109.
- Sean T. O'Connell, Esq., Shaheen & Gordon, P.A., 140 Washington Street, 2nd floor, PO Box 977, Dover, NH 03821-0977, representing abutters, Daniel and Rossana Nigrosh of 3 Battery Wharf, Boston, MA 02109 and whose property is owned by Kevin M. Sargis, Trustee of Hunter Realty Trust, 44 Old Princeton Road, Fitchburg, MA 01420. Sargis also owns abutting lot M124, Lot 027 on Governor's Lane.
- Douglas Smith, abutter and President of Westwood Homeowners Association and homeowner in Westwood, PO Box 1413, Lincoln, NH 03251

- **Presenters for Forest Ridge Development**

- Raymond P. D'Amante, representing himself as one of the investors in the Forest Ridge Development project of D'Amante, Couser, Pellerin & Associates, P.A., of 9 Triangle Park Drive, PO Box 2650, Concord, NH 03302-2650 and a principal in New Jefferson Development, LLC.
[On December 16, 2013, the properties (M408 L001, M115 L017, M115 L010, M115 L011, M115 L012, M115 L013, M115 L014; M114 L080 and M114 L083) were transferred from JORI Properties, LLC and Richard K. Elliott Family, LLC to the New Jefferson Development, LLC. The transfer was recorded on December 19, 2013, and recorded in book 4032, Page 0034.]
- Richard K. Elliott, of 3 Amalia Drive, Nashua, NH 03063 – one of the developers of Forest Ridge, a principal owner of JORI Properties, LLC and Lincoln Development c/o Richard K. Elliott, 3 Amalia Drive, Nashua, NH 03063 & Elliott Custom Homes and one of the investors in Richard K. Elliott Family, LLC and New Jefferson Development, LLC.
- John Imbrescia, investor in New Jefferson Holdings, LLC (f/k/a New Jefferson Development, LLC) and owner of (Tax Map 130, Lot 013)
- Mike Norman President of Horizons Eng. Inc. of 34 School Street, Littleton, NH 03561
- David Yager, , investor in New Jefferson Holdings, LLC (f/k/a New Jefferson Development, LLC) and principal in DLNR Family Limited Partnership of 57 Flanagan Drive, Framingham, MA 01701 and owner of 16 Hemlock Drive.

- **Abutters to Forest Ridge Development**

- Jeff Anderson, "Planner", resident of MA

- David Beaudin, resident of 10 Louis Lane, Lincoln, NH 03251 (Tax Map 116, Lot 004)
- Paul J. Beaudin, II, resident of 2 Louis Lane, Town of Lincoln's Solid Waste Manager & Chairman of Zoning Board of Adjustment. (Tax Map 116, Lot 003)
- Mary Conn, resident of 10 Louis Lane, Lincoln, NH 03251 (Tax Map 116, Lot 004)
- Elizabeth Foley, resident of 31 Pinehill Lane #2 (Tax Map 116 Lot 023-01-52)
- James Foley, resident of 31 Pinehill Lane #2 (Tax Map 116 Lot 023-01-52)
- David Larsen, Business & Property Manager of Forest Ridge Property Owners Association, President of Forest Circle Condo Association, representing Forest Ridge Property Owners Association (FRPOA) and also a resident of Forest Ridge
- Harry Schofield, abutter at Map 116, Lot 026 – 13 Spruce Drive, President of Forest Ridge Property Owner's Association and President of Mountain View Homes Homeowners Assn
- Arnold Shainker of 9 Cricket Circle, Andover, MA 01810, property owner of 19 White Oak Lane D-5 (Tax Map 115, Lot 6-D-29)
- **Others:**
 - Lincoln Fire Chief Ron Beard, Town of Lincoln, PO Box 25, Lincoln, NH 03251
 - Steve Loynd, Realtor at Alpine Lakes, Lincoln, NH
 - Darin Whipperman, Reporter for newspaper The Littleton Courier, 33 Main Street, PO Box 230, Littleton, NH 03561-0230

The following Planning Board members were present as guests after stepping down following their recusals, etc.:

- *Taylor Beaudin, working as a subcontractor for Loon Mountain Recreation Corp. from 8 Louis Lane (Map 116, Lot 004), Lincoln, NH 03251 recused for the Cellco Partnership d/b/a Verizon Wireless presentation.*
- *Callum Grant, an abutter to "The Pines at Forest Ridge" project at P.O. Box 94, Lincoln, NH 03251. He was only recused for the Forest Ridge presentation.*
- *Norman Belanger, an abutter and an employee of Loon Mountain Recreation Corp. from 24 Spruce Drive (Map 116, Lot 029), PO Box 983, Lincoln, NH 03251-0983 recused for the Cellco Partnership d/b/a Verizon Wireless presentation.*
- *John Hettinger, an abutter at 12 Westwood Drive (Map 124 Lot 036) at PO Box 818, Lincoln, NH 03251 recused for the Cellco Partnership d/b/a Verizon Wireless presentation.*

(There may have been others present who did not sign in on the sign-up sheet.)

I. CALL TO ORDER: by Chairman Pat Romprey called the meeting to order at 6:00 P.M.

Taylor Beaudin, Norman Belanger, John Hettinger, and O.J. Robinson were recused for the hearing concerning the Cellular Tower Proposal.

II. CONSIDERATION OF DRAFT MEETING MINUTES FROM:

- February 26th, 2014 if complete
- June 11, 2014

Motion: “To Approve the Meeting Minutes from February 26, 2014 as Amended.”

Motion: Jim Spanos Second: Paula Strickon.

Motion carried (4-0).

Abstained: Taylor Beaudin, Norman Belanger, Pat Romprey.

Motion: “To Approve the Meeting Minutes from June 11, 2014 as Amended.”

Motion: Jim Spanos Second: Paula Strickon.

Motion carried (4-0).

Abstained: Taylor Beaudin, Norman Belanger, Pat Romprey.

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

- **6:00 pm. Site Plan Review for a Proposed Telecommunications Facility Under Land Use Plan Ordinance Article VI-A Telecommunications Equipment and Facilities**
 1. **Application (SPR 2014-02)**
 2. **Property:** Tax Map 126, Lot 20, (60 Loon Mountain Road)
 3. **Proposal:** John F. Weaver Esq. of McLane, Graf, Raulerson & Middleton, PA, of 900 Elm Street, Manchester, NH 03101 on behalf of his client, Cellco Partnership d/b/a Verizon Wireless (“VzW”) of 400 Friberg Parkway, Westborough, MA 01581, filed an Application for Planning Board Site Plan Review Approval for a Proposed Telecommunications Facility Under Land Use Plan Ordinance Article VI-A Telecommunications Equipment and Facilities. VzW is proposing to construct a 100 foot monopole within a 40’X40’ fenced-in compound located to the southwest of the Governor’s Lodge at Loon Mountain Ski Resort, at the end of Governor’s Lane at 60 Loon Mountain Road (Tax Map 126 Lot 020). The monopole will host 12 panel antennas with a centerline height of 97’. The monopole will be supported by a 12’X26’ equipment shelter with an internal diesel generator located within the compound. The structures will be in the General Use (G.U.) District. The property is owned by CLP Loon Mountain, LLC (formerly known as CNL Income Loon Mountain, LLC), 60 Loon Mountain Road, Lincoln, NH 03251. (No quorum on April 9, 2014. Hearing was at the continued to April 30, 2014, and then again to May 28, 2014, and then again to June 25, 2014.

Continuation of the last hearing.

Ivan Pagacik presented a peer review of Radio Frequency (RF) coverage for the proposed site. He explained how they go about performing a coverage analysis based on their computer model and which options exist today. The proposed site is for a stealth monopine cell tower. He discussed the type of powering options for the site. He explained how they obtain data as far as coverage. They take into account the existing site and proposed site information and technical parameters as well as GIS information that was utilized, terrain database, clutter, the type of environment, whether it is rural, densely wooded, etc. and input that into their model to come up four different figures. Looking at the map shows the strength of the signal and coverage for Verizon. Adding the proposed site at 97’ would provide coverage further along Route 112.

Ivan Pagacik explained that if they were to mount the tower on top of Governors Lodge (Figure 3), it would have to be a 60 foot structure on top of one of the buildings. Coverage on the mountain would be the same, but it would not provide the necessary coverage down Route 112 as required by Verizon. The tower would have to have a height of 100' to support the location and there is not a structure tall enough to support that height. What the analysis determined was that existing coverage today did not cover the areas down Route 112. The tower would still have to get to 100' to get the coverage Verizon requires to get down Route 112 from the proposed location.

Ivan Pagacik wanted to make sure that in the site plans the backup power through the use of a diesel generator would be a double walled fuel tank. He also noted that propane could be used as an alternative.

Carole Bont asked if Ivan Pagacik had an opportunity to review the Pollard Brook proposal.

Ivan Pagacik said he did review the Pollard Brook site (referred to as the Brookline Road tower site) and handed out maps (Figure 5) showing the Pollard Brook location of the tower using two different heights. He reviewed the coverage of a 100' tower (Figure 5) and what he found was it would provide coverage to Loon Mountain, but there were still gaps along Route 112. So then he looked at a possible 190' tower (Figure 6), but a 190' tower would still only partially fill in the gaps along Route 112.

Attorney Malia reviewed the requirements of the Lincoln telecommunications ordinance as they pertained to Pagacik's technical review to ensure that the requirements were met. The ordinance requires the applicant to provide an inventory of existing towers. The applicant must also evaluate the economic and technological feasibility for co-location on the towers included in the inventory.

Ivan Pagacik explained he did receive the applicant's inventory of existing towers. He reviewed the applicants report on the economic and technological feasibility for the co-location on the existing towers. That evaluation was included in the report explaining why co-location at those sites was not feasible.

Attorney Malia then stated that the applicant should provide written evidence showing that no existing structure can accommodate the proposed antenna.

Ivan Pagacik stated that the required written evidence was in the RF report that he had reviewed. He further stated that he did not go into depth of all existing proposed sites. Some of those issues are structural issues. He does not evaluate the structural issues.

Attorney Malia asked Pagacik how in-depth Pagacik typically explores the ability of existing structures to accommodate the proposed antenna.

Ivan Pagacik stated that the extent of his evaluation is driven by the Planning Board's request.

Attorney Malia stated that in reading some publications Verizon is not required to get 100% service, and asked if he felt that this gap was significant enough?

Ivan Pagacik stated that yes it was.

Paula Strickon confirmed that the issue is coverage along Route 112. Paula Strickon asked if the coverage for a 100' tower at Governor's Lodge (Figure 4) would be the same as coverage of 190' tower over at Pollard Brook (Figure 6) with only about 200 yards difference in location of the tower.

Ivan Pagacik agreed.

Paula Strickon asked if the ¼ mile stretch of Route 112 will be covered by the proposed location or would it still be without coverage.

Ivan Pagacik stated it would be covered.

Tamra Ham asked for confirmation on the 100' tower at Governor's Lodge (Figure 4) that the areas of coverage along Route 112 would still be covered, but with a much smaller gap.

Ivan Pagacik agreed, but Figure 4 (Existing Coverage with Addition of Governor's Lodge @100 Feet) was for coverage if the tower were located at Governors Lodge.

Callum Grant compared the coverage in Figure 5 (100' Tower at Pollard Brook) vs. Figure 2 (Existing Coverage with addition of Proposed Site @97 ft.). Would the coverage be greater on the Loon Mountain side with Figure 5?

Ivan Pagacik agreed.

Callum Grant confirmed that at this point the Figure 5 (100' Tower at Pollard Brook) has not been evaluated by Ivan Pagacik to take Verizon equipment.

Ivan Pagacik agreed but stated that the structure at the proposed site would not go as high as 190'.

Callum Grant asked about coverage of the 100' tower as shown in Figure 2 (Existing Coverage with Addition of Proposed Site @97ft.). Ivan Pagacik stated that with Figure 2, Route 112 would not have the correct coverage with the 100' tower, but on the Loon Mountain side coverage would be good. Figure 5 (100 Foot Tower at Pollard Brook) would cover Loon Mountain, The Village of Loon and Clearbrook, but that the section on Route 112 still would not be covered.

Paula Strickon asked is it possible to co-locate on the Pollard Brook tower? She thinks visually it was a much nicer tower than a monopine. It seems with sufficient coverage of Loon and only missing a small portion of Route 112 we should go with something that is already there.

Ivan Pagacik did not know the answer from a structural perspective. Ivan Pagacik did not have time to look at that internal structure.

Attorney Malia asked if Figures 5 and 6 are the RF Report for a tower at Pollard Brook, what more would he do to complete an analysis of that site?

Ivan Pagacik did not know the answers because of space availability on the tower and he had not researched it for this meeting.

Paul Beaudin mentioned that an additional 50' has been approved for the Pollard Brook tower but asked Pagacik if a tower of 190' at Pollard Brook would get the coverage needed on Route 112. How long is the section of Route 112 that would be missing under the 100' tower?

Ivan Pagacik stated there is another section further up on Route 112 that is not covered.

Attorney Weaver asked Pagacik if his map of the Pollard Brook site looked at capacity issues to cover the Loon Mountain area for Verizon.

Ivan Pagacik stated that his review of the Pollard Brook site did not look at capacity. He does not have that data.

Doug Smith, President of the Westwood Homeowners Association, asked Pagacik to compare Figure 5 (Pollard Brook Site with a 100' Tower) with Figure 2 (Existing Coverage with Addition of Proposed Site @97 ft.). He wanted clarification that the coverage will be significantly better at Loon Mountain from the Pollard Brook site than the proposed site.

Ivan Pagacik stated that he did not want to use words like "significantly better" because of the trade-off of loss elsewhere down Route 112.

Charles "Chip" Fredette wanted to impress upon the Planning Board that they should ask Ivan Pagacik to talk about the equipment that was involved in the antenna installation. With everyone looking at maps he wanted to acknowledge that this was not just about coverage. Capacity and the sheer amount of data that will be streaming through the site is also an issue. He stated that Verizon Wireless will be using 12 panel antennas and that they will simply not fit at the Pollard Brook site. In addition to the panel antennas, they will be using 12 remote radio heads.

Peter Eisenhower asked Ivan Pagacik to give an overview of the difference between the stealth antenna like the one at Pollard Brook and the proposed antenna array proposed by Verizon. He also wanted Pagacik to review the type of coverage each type of antenna has at each site.

Ivan Pagacik stated that Pollard Brook has antennas that are within the structure. When you put antennas within a structure and then you need to add more antennas within a pole, you need to move the antennas vertically. This means you have to move your other antenna lower. As a result, the center line is now at a lower height. Consequently, you have to use a different basis for the coverage you can get from the site. This change in the center line impacts on the required height of the poles as well.

Peter Eisenhower asked, given some flexibility in height, for stealth panels similar to Pollard Brook, is it better to have a 12 panel array as far as coverage and capacity is concerned?

Ivan Pagacik stated it is not an exact science because the multiple antennas start at different frequencies. There is also diversity on the receiving side. You have the ability to capture signals from a subscriber that enter the antenna, horizontally or vertically. The biggest impact is once you put your antennas inside the pole, antenna heights are going to drop. The pole has to be taller to get the same level of coverage. If you were to build a pole next to the existing pole at Pollard Brook, with twelve antennas external at 100', your stealth pole would probably have to be 130'. That is similar to the tower installed at Pollard Brook.

Peter Eisenhower asked Ivan Pagacik to comment further on page 3 of his report where he talks about flush mount installs being external to the pole and they are somewhat less visually offensive. If Pagacik were to do further analysis would he be able to include all three types of installs at any site that was chosen?

Ivan Pagacik agreed he could do that.

Doug Smith, President of Westwood Homeowners Association (WHA), pointed out that on the petition that was submitted by various members of the WHA for an independent analysis, one of their requests was to have the expert look at the several different locations that were listed on Verizon's application. Verizon rejected most of those sites without looking at them in great depth. In addition to Pollard Brook there were two locations at top of Loon Mountain and at the top of the Kancamagus quad. He asked Pagacik if he looked at those locations as part of his analysis.

Chairman Romprey stated that other locations were taken off the table by the Verizon so Pagacik was not asked to look at them.

Peter Eisenhower asked why Verizon took the White Mountain National Forest off the table. Verizon promulgated a list saying that existing structures considered. Verizon submitted a check list with 11 structures listed. The NH statute requires them to look at all sites. Pagacik's report evaluated only two locations. One site was the Governors Lodge site and one site was not even on the list (the woods on Loon Mountain). In the WHA petitions, the WHA asked the Planning Board to evaluate all the co-locations. Why were these sites not evaluated by Ivan Pagacik?

Chairman Romprey stated they were not evaluated by Pagacik because the Planning Board did not ask him to evaluate them. Romprey stated that the members of WHA were welcome to hire their own expert. The Planning Board did not ask Pagacik to evaluate the other sites.

Peter Eisenhower stated that it was his understanding that Verizon has to provide the independent consultant at their expense.

Chairman Romprey explained that the Planning Board can only review the sites that the Verizon has submitted on its application. Verizon must follow the statute requiring them to evaluate other possible sites.

Peter Eisenhower asked whether the statutes require Verizon to evaluate other locations that are designated.

Chairman Romprey answered that Verizon only had to evaluate other locations that are pertinent.

Peter Eisenhower pointed out that there are locations on the top of Loon Mountain that are not part of Loon Mountain Recreation areas land that should be evaluated. Why would the Planning Board fail to have the independent consultant look at those sites as well?

Chairman Romprey explained if those sites were not available, why would Verizon look at them?

Peter Eisenhower rebutted that some of the other sites are available. The Adelphia site was available. The top of the Kancamagus Quad is available.

Chairman Romprey stated that according to the applicant those sites are not available.

Attorney Malia asked if reviewing those alternative sites was within Pagacik's expertise or if Pagacik was capable of evaluating those sites. Pagacik stated that he takes his direction from the Planning Board members. The public can make recommendations on how they think the Planning Board should be utilizing its expert. The Planning Board can accept their recommendations or it can reject them. Ultimately it is up to the Planning Board. Verizon submitted a document with 11 designated locations on it. The public is asking the Planning Board to have Pagacik review those other locations.

Peter Eisenhower pointed out that the top of the Kanc quad is on the list of sites not acceptable to Verizon. The town ordinance requires an independent assessment of the other existing or co-location spots. Why would it not be useful to do exactly what the ordinance requires? Verizon might have looked at the site. Verizon says they want to do a 100' monopole and because of topography they will not get the coverage they want at the top of the Kanc quad. But maybe Pagacik could figure out that a 125' pole

would do it. Most people would prefer a 125' pole located up behind everybody half way up the mountain.

Doug Smith stated that these were all locations were listed on documents submitted to the Planning Board by Verizon as sites that were, in fact, available but rejected because of their own RF reports. The purpose of hiring an independent RF expert is to verify their report and to look at those issues. The expert should verify why 8 out of 11 locations were rejected and verify if they are potentially viable sites. These sites were available sites and they were rejected because of RF reasons. Verizon's reports used to reject those locations were never received by the Planning Board.

Ivan Pagacik agreed he could perform such an evaluation, however, the Planning Board must ask the applicant for that detail. Pagacik can compare the findings.

Chairman Romprey asked Attorney Weaver if he could provide Ivan Pagacik with the data for the other sites.

Attorney Weaver then stated that not all the sites were eliminated for RF reasons.

Keith Vellante stated that the Pollard Brook Tower location (aka Brookline Road tower) was eliminated because the location would not work. The location was defined to be a circle around the base area so that the traffic could be evenly distributed. Many of the other sites were eliminated for the same reason - because there would be too much traffic in one area and coverage would break down. Vellante emphasized that their rejection of certain sites was not just a coverage issue, but a capacity issue.

Peter Eisenhower wanted to know if the Planning Board was going to give some instruction to Pagacik. Chairman Romprey stated that it would be discussed privately.

Town Manager Burbank stated that with the proposed 12 panel array there is a lot of RF (Radio Frequency). He asked if the proposed antenna array would have the potential of interfering with other RF items in town. Is this something that the Planning Board should be concerned about?

Ivan Pagacik explained that given the frequency they typically operate at, there is always a risk of interference with other RF receivers that may be co-located at a site. Carriers separate their installations by at least 10'. The separation gives them isolation and minimizes the potential chance of interference. When you have more populated sites like radio sites for Police and Fire, they use mobile radios. Cellular broadcast is a big problem at those sites because of the power levels. Some of those high powered radios could cause interference. But in this case the proposed sites are not heavily populated with RF transmitters at a level like at Mount Washington.

Town Manager Burbank pointed out that Lincoln does have emergency communication towers on the top of Loon Mountain.

Ivan Pagacik explained that there is filtering that will help reduce interference. The Town should ask our radio service provider if they offer this filtering.

Peter Eisenhower asked whether a 12 panel array would put out more energy than the stealth tower in Pollard Brook. Pagacik responded, "Not necessarily, no."

Doug Smith pointed out that the importance of having the new tower is that Verizon has a gap in coverage. Their customers are complaining there is bad coverage. Is it better to have coverage at Route

112 or at Loon Mountain? Is the concern about coverage for South Peak or the bottom of Camp Three? What if the proposed communication facility does not provide coverage at all for these sites?

Chairman Romprey noted that Verizon has stated three times they cannot use the Pollard Brook tower.

Peter Eisenhower suggested that they use the same location at Pollard Brook with a second tower.

Ivan Pagacik was not sure as Verizon researched the Pollard Brook site in that way.

Verizon has submitted a document entitled “Existing Structures Considered Checklist”. There are 11 possible sites on it. The Planning Board wants Pagacik to prepare a supplemental report of those sites identified on that document and request whatever he needs, RF reports or any other information directly from Verizon.

Motion for Ivan Pagacik of IDK Communications to prepare a supplemental report of those sites identified on “Existing Structures Considered Checklist” with 11 possible sites and request of Verizon whatever RF reports or any other information he needs directly from Verizon.

Motion: Paula Strickon. Second: Jim Spanos.

Motion carried (3-0, Tamra Ham abstained.)

Tamra Ham did not see the necessity of investigating all 11 sites.

Attorney Malia cited Article VI-A, Section F, Paragraph 3 of the town’s Land Use Plan Ordinance.

3. Where allowed and as approved in site plan review, a telecommunications tower may include reasonable minor, accessory amenities such as one storage building not to exceed 100 square feet and a parking area not to exceed 200 square feet (only with a surface approved by the Planning Board). Any other structure or larger parking area is permitted only as allowed by otherwise applicable provisions of this ordinance.

The issue is that section of the ordinance concludes with a sentence which reads “any other structure or larger parking area is permitted only as allowed by applicable conditions of this ordinance”. The applicant has submitted a proposed building of 312 square feet. This ordinance seems to limit the size of that building to 100 square feet, but then it goes on to say that other structures are permitted and larger parking areas are permitted only as allowed by otherwise applicable provisions of this ordinance. That takes us to the general use district requirements. There is no additional limitation on the building sizes in the General Use (GU) district. The Planning Board has previously approved storage buildings for other telecommunications towers on Brookline Road (aka the Pollard Brook tower) in excess of 100 square feet. There are two buildings there. Each one of them is about 230 square feet. The Planning Board should vote on whether or not this applicant should seek a variance from this particular section of the ordinance.

Attorney Weaver protested that he did not think his client, Verizon, needed a variance.

Motion: “To approve that the proposed 312 square foot storage building is permitted under Article VI-A, Section F, Paragraph 3 of the town’s Land Use Plan Ordinance”

Motion: Paula Strickon Second: Tamra Ham

Motion carried: (4-0)

Peter Eisenhower asked for clarification of the vote.

Chairman Romprey explained that the proposed Verizon footprint was slightly oversized. The Planning Board voted that the size was acceptable because there were other telecommunication facilities in town that were also oversized that had also been approved.

Attorney Weaver tried to explain exactly which location Verizon was proposing. The site is not the site that was 400' away from the location of the Westwood development. The new location is further up the mountain. He is aware that the abutters from Westwood (WHA) support the location that is further away from their boundary line. Verizon decided to stick with the same location that it supported last time. The new location was preferred by the property owner, CLP Loon Mountain, LLC (formerly known as CNL Income Loon Mountain, LLC), managed by Rick Kelley (President and General Manager of Loon Mountain Recreation Corp., leasing from CPL Loon Mountain LLC). Verizon prefers a site that can be leased and improved. The property owner is willing to lease to Verizon. Verizon believes "the new site is a less visually impactful site".

Verizon did not have time to address all the issues in the June 19th HEB letter, however, Attorney Weaver spoke to some.

At the last meeting a member of the Planning Board requested:

- Rendering of the monopine pole. (This is included on page E5.)
- Exterior lighting. (There is only one exterior light at the shelter above the doors.)
- Landscaping. (This is included in these drawings.)
- Pagacik's review of the RF Engineering. (Pagacik supported Keith Vellante, Senior Radio Frequency Engineer for C Squared Systems, LLC, opinion about coverage that would be provided by the facility vs. the Governor's Lodge Attorney Weaver did not believe that Pagacik sufficiently reviewed the Pollard Brook site with the stealth tower because Keith Vellante said it is not an issue of coverage, it was an issue of capacity. That issue has not been addressed.)
- HEB Engineering's engineering review. (In the June 19, 2014, HEB review letter there were 5 or 6 comments remaining.
 - Design, pad and footings of the tower. (HEB's Joshua McAllister has correctly pointed out that Verizon has not addressed the design, pad or footings of the tower. The reason for that is a tower requires location specific criteria. Until the location is finalized Verizon cannot provide location specific criteria.
 - Grading of the site plan and drainage. (Comment 9 addresses the grading of the site plan and drainage. Verizon will have their engineers talk to HEB for advice.)
 - Storm water drainage plan. (Verizon has requested a waiver.)
 - Tower Height. There was some concern about the height of the tower and the right of further applicants to increase the height of the tower. According to Attorney Weaver, under state and federal law the applicant is permitted to increase the height of the pole by a certain amount – that is permitted by right. By capping the height it would effectively cut off that option. 100' would be 100'. Verizon would not need more space than that. Pat asked if John could provide Ivan Pagacik with any data he needs for the research on the additional locations.

The abutters indicated their confusion around the names or numbers of the proposed sites. There was confusion about which site was indicated by the balloon attached to the crane versus the balloon attached to the string. Because of this, there was much confusion around which sites actually had the Balloon tests and when they were to be performed. The abutters complained about their misconception of the balloon test and lack of town support at the site.

Chairman Romprey asked to end the meeting.

Motion: “To continue meeting on July 23rd”

Motion: Tamra Ham Second: Jim Spanos.

Motion carried (4-0).

IV. NEW BUSINESS

- A. 6:00 pm. Application for Site Plan Review approval for development of 24 residential housing units to be constructed on 8.26 acres of forested land within the Forest Ridge Development to be called “The Pines At Forest Ridge”.**

1. Application (SPR 2014-09)

- 2. Property:** Tax Map 114, Lot 080 (L/O Woodland Loop; (Rural Residential District)

- 3. Proposal:** Agent, Marc L. Burnell, Project Engineer for Horizons Engineering, Inc., of 34 School Street, Littleton, NH 03561 filed the application on behalf of Applicant Mount Coolidge Construction, LLC (principal signatory being Rick Elliott) of 32 Hartwell Brook Drive, Nashua, NH 03060 and Property Owner New Jefferson Holdings, LLC, (principal signatory being Rick Elliott) of Nine Triangle Park Drive, P.O. Box 2650, Concord, NH 03302-2650. Applicant requests Site Plan Review approval to develop 24 residential housing units (12 duplexes) to be constructed on a 8.26 acres of forested land (not yet subdivided) within the Forest Ridge Development to be called “The Pines At Forest Ridge” in accordance with a Forest Ridge Development Master Plan (not yet submitted) under Article IV of the Lincoln Site Plan Review Regulations and Article VI, Section B, Paragraph 2, Chart of Residential Uses, and Section C, Cluster Development of the Land Use Plan Ordinance. The proposed lot will be located just north of the southern portion of Woodland Loop (a portion of Tax Map 114, Lot 080) located in the Rural Residential (R.R.) District.

The following Planning Board members were present as guests after stepping down following their recusals, etc.:

- *Taylor Beaudin, as an abutter, from 8 Lois Lane (Map 116, Lot 004)*
- *Callum Grant, an abutter at P.O. Box 94, Lincoln, NH 03251*
- *Norman Belanger, an abutter and an employee of Loon Mountain Recreation Corp. from 24 Spruce Drive (Map 116,k Lot 029), PO Box 983, Lincoln, NH 03251-0983.*

OJ Robinson came back on the board. Tamra Ham stepped down. Tamra Ham was sitting on the Celco Partnership d/b/a Verizon Wireless case only. John Hettinger returned.

Richard Elliott and Mike Norman with Horizon Engineering presented.

Mike Norman, President of Horizons Engineering, presented the Site Plan Review Application for the applicant, Mount Coolidge Construction, LLC and property owner New Jefferson Holdings, LLC. Mount Coolidge Construction (Rick Elliott) wants Planning Board approval for 12 duplexes. This site will require EPA storm water pollution prevention plan 14 days before construction starts. There is a Notice of Intent (NOI) that has to be filed with the EPA that has to be done as part of this project. Page 3 is the best plan, the site grading, drainage and erosion control plan showing storm water treatment, sewer water, road profiles, sewer profile and other details.

Chairman Romprey reminded the applicant that the Planning Board policy is to send out the application for site plan to a third party reviewer for a “peer review”.

Town Manager Burbank mentioned that Public Works Director Bill Willey thought that the water system should be looped. In one place there is a yard hydrant where there should be a fire hydrant. Mike Norman agreed to peer review. The applicant does not have a problem changing their plans. Rick Elliott requested a letter from Bill Willey with his detail. Chairman Romprey mentioned that it would come back in the HEB report.

Chairman Romprey asked who owns the roads, specifically the road that is all “busted up”.

According to Rick Elliott, “no one knows who owns the roads”. According to Rick Elliott, the road was built by a preceding developer before he ever showed up on the site. There is a section of road that comes off Forest Ridge Drive and is the beginning of Woodland Loop Road. That part of the road was built long before Rick Elliott had anything to do up here. Elliott did say that if he puts the sewer in, he will fix that road and bring it up to current standard and that he is still more than willing to do that.

According to the Planning Board, any further development by Lincoln Development, LLC will require a return to the Planning Board for Site Plan Review to address the substandard roads.

Town Manager Burbank asked the applicant which road he would be using to get his trucks and construction gear in and out.

Rick Elliott stated again that there is a bad section of an old road that was there before he got there. He is going to patch that road to be safe for vehicles to pass and repass (i.e., a two inch base coat). Everybody needs that road to be better than it is and that is where he was planning on coming in. When he puts the sewer in he is planning to build that road according to town specifications (“specs”). Rick Elliott agreed that the broken road does not belong to New Jefferson Holdings, LLC.

Town Manager Burbank stated that the point that is being made here is they have a road in limbo that they use quite a bit. Rick Elliott stated he does not mind patching it.

Town Manager Burbank and Bont want to highlight to the Planning Board that that piece of bad road needs to be patched and it will have a lot of construction vehicles using it. Rick Elliott again stated that when he puts the sewer in he is going to rebuild that road the way it was supposed to be built. But that is not going to happen before The Pines at Forest Ridge gets built on land owned by New Jefferson Holdings, LLC.

Chairman Romprey reminded the applicant that a condition of the approval will be that the road will have to be bonded. All roads being used will be bonded. The amount and terms of the bond will be determined by the Town Manager, New Jefferson Holdings, LLC, Mount Coolidge Construction, LLC, and the Forest Ridge Home Owners Association.

Town Manager Burbank reminded the applicant that their statements are recorded. Rick Elliott is making a good faith effort to patch the road as it is today. Rick Elliott will do his construction and then at some point there will be a sewer line put in for future phases.

Rick Elliott stated that there is an agreement between the Forest Ridge Homeowners Association and Lincoln Development, LLC, or JORI Properties, LLC, he is not sure which, to put the sewer in on or before 2019.

Chairman Romprey asked about the foundations.

Rick Elliott promised that with the first piece of equipment that he has on the property, he will start to pull the foundations down, get rid of the debris and then grade and seed that site.

John Hettinger asked what the sewer plan is. Rick Elliott got up and explained to OJ Robinson and John Hettinger where the sewer is going in.

OJ Robinson clarified that they were speaking about the section of road by the recreation center. Rick Elliott's company "Mount Coolidge Construction, LLC" has agreed to redo the road when the sewer gets put in. This will be done either prior to 2019 or when a development that is on the other side of the loop road (not the one we are talking about tonight) gets developed.

Rick Elliott stated there is a signed agreement between the two parties to redo this road – the two parties being Lincoln Development, LLC and Forest Ridge Property Owner's Association.

Chairman Romprey reconfirmed that should any additional damage to the road occur, the Mount Coolidge Construction, LLC, is going to pay for it. Any damage done by the construction will be repaired by Rick Elliott d/b/a Mount Coolidge Construction, LLC.

Ray D'Amante, speaking of behalf New Jefferson Holdings, LLC, asked a question relative to bonding. He thinks that the bonding will depend on how Rick Elliott d/b/a Mount Coolidge Construction, LLC, accesses the construction site. If he accesses New Jefferson Holdings, LLC's construction site through Lincoln Development, Lincoln Woods (Forest Woods?) and so forth, then of course New Jefferson Holdings, LLC would bond, because that is a Planning Board requirement. If he doesn't use that as access to the construction site then they would not bond it. So he wants the Planning Board to know that they have not made that decision yet.

Rick Elliott mentioned that portion of the road Forest Ridge Drive between the Common Man Restaurant and the Forest Ridge guard shack is a mess, but they will "figure it out". Chairman Romprey asked that they document it with the association.

Motion to open the public hearing.

Motion: Paula Strickon. Second: Jim Spanos.

Motion carried (4-0).

Harry Schofield, President of the Forest Ridge Property Owner's Association (FRPOA), presented the letter to the Planning Board. The Planning Board received a letter from FRPOA dated June 10th outlining what the FRPOA board members felt at the time were the minimal requirements they needed to see to justify any further development within the boundaries of Forest Ridge. Subsequent to that letter, the FRPOA board conducted a special meeting on Sunday with New Jefferson Holdings, LLC, including David Yager, Ray D'Amante, and Michael Shepard and "what I think was a very productive discussion ah... decision". Since that time they have discussed the results of the meeting on Sunday and submitted a second letter to the Planning Board dated June 23rd indicating their "best attempt to bring about a good faith compromise that helps to get the parties productive, but at the same time maintains the position that these new parties are in fact a party to the community agreement which is an amended part of the declaration and on file with Grafton County [Register of Deeds]."

Harry Schofield strongly disagreed with Mr. Elliott's characterization of Elliott's obligations here tonight. Schofield indicated that Woodland Loop Road has not yet been accepted by the FRPOA

because the road that serves the communities is not fixed. The procedure for FRPOA to take the road over is this: FRPOA will not take over the road until the construction of the facilities and the two junior associations, namely Forest Gardens and Forest Woods that rely on that road, are finished. The development of these two pods – Forest Gardens and Forest Woods – is not finished.

According to Harry Schofield, the Community Agreement specifies that the developer (which at the time was Lincoln Development or JORI Properties, LLC) had to finish the all the roads and fix the section of road before FRPOA would accept ownership of the road. The compromise would extend the deadline to the year 2019, however, the new deadline is 10 years beyond the signing of the Community agreement. The Community Agreement did not anticipate a six month hiatus on construction or that the sites would be left unfinished.

According to Harry Schofield, the Community Agreement specifies that the developer is on the hook to maintain the roads in proper and safe condition. The section of road between Forest Ridge Drive and White Oak Lane is unsafe. It was never built right. The responsibility for those roads runs with the land. The responsibilities follow to the successors-in-interest to the land which in this case is Mt. Coolidge Construction, LLC (Rick Elliott) and New Jefferson Holdings, LLC. Although Rick Elliott assured them that he would fix the roads, Lincoln Development (Rick Elliott) still owes FRPOA \$29,000. He has not paid FRPOA back for his portion of repaving Forest Ridge Drive and Pine Hill Lane. Since then FRPOA has patched Woodland Loop Road in sections as well as all other roads. FRPOA also had to expend their resources to clear away the debris of badly damaged sections of road. The Woodland Loop Road today will not sustain the level of traffic and building equipment that Mount Coolidge Construction, LLC, will need for this particular project.

According to Harry Schofield, FRPOA is willing to wait and see, if the applicant and property owner want to get professional quotes to fix it properly. Possibly at that time FRPOA will come to an agreement with Mount Coolidge Construction, LLC, and New Jefferson Holdings, LLC. The Planning Board is being asked to approve yet a third sub-division in Forest Ridge with two sub-divisions completely unfinished. Road conditions are completely unsafe. People who bought into those associations have had to deal with unfinished infrastructure, unsafe foundations for many years. Construction equipment has been left all over the place by Rick Elliott (JORI Properties, LLC). FRPOA has had to work hard to get them to remove the construction debris. FRPOA strongly resists any new development at Forest Ridge until these issues are adequately addressed.

Ray D'Amante responded on behalf of New Jefferson Holdings, LLC – owner of the property. At this point the discussion is focused on legal rights and legal authority. New Jefferson Holdings purchased a piece of land that they plan to develop. They are complying with all provisions of the Planning Board requirements. They would like the work done on the roads and the foundations as much as FRPOA wants it done. Potential buyers will have to drive through that property to get to what Jefferson Holdings, LLC, wants to sell. If the Planning Board puts a condition on its approval as Schofield for FRPOA has suggested, (i.e., that we enter into some omnibus agreement involving the completion of the sub-developments of Forest Ridge and Forest Gardens before we can proceed), New Jefferson Holdings, LLC “might as well go

home”. According to D’Amante, New Jefferson Holdings, LLC, cannot do that. Such a condition imposed would not be a legal condition. New Jefferson Holdings, LLC, will encourage Rick Elliott to take down the foundations. They will encourage the patching and fixing of the roads. When they put in our sewer line, they will tear it up and rebuild the road with the other responsible parties involved.

John Hettinger asked by what legal authority do “you” (i.e., Rick Elliott as Mount Coolidge Construction, LLC, or Ray D’Amante representing New Jefferson Holdings, LLC) have, to do what D’Amante had just mentioned. No answer.

Chairman Romprey asked, “Who is the owner of the roads?”

Harry Schofield attempted to answer. According to Schofield, FRPOA “has been put off by the mess”. The fact that no one can answer the question of ownership supports the idea that the road is under the control of the developer until the build out is finished. Once the build out is finished and the roads are complete FRPOA will take over. Rick Elliott (doing business as Lincoln Development, LLC) started the project and did not finish. And now the same person (Rick Elliott doing business as Mount Coolidge Construction, LLC) is trying to build a third sub-development and FRPOA does not want that to happen again.

Paul Beaudin, II, pointed out that bonding for the construction of roads was not done the first time. In his opinion, that is the reason why the town is in this difficult position. If the Planning Board required developers to bond the roads all problems like this would be solved.

Paul Beaudin, II, also presented his mother, Elizabeth Beaudin’s concerns. Elizabeth Beaudin is an abutter. In the Planning Board minutes for February 21, 2011, when Forest Ridge put in the dumpsters there was a condition in the approval put in that states that there will be no more development or expansion of that use from any new development. Any new development must have its own solid waste disposal area.

(Page 7, Paragraph 5. The recycling site shall be limited for use to the number of units currently built or approved as of this date.) (See attached minutes.)

Chairman Romprey recommended that the parties get together resolve these issues before the meeting continues.

The Planning Board took a 5 minute break. The meeting reconvened.

Schofield explained that after the parties attempted to resolve the responsibility for Woodland Loop Road, “the suggestion was made that sufficient repair of the road will be made by Lincoln Development. The details will be worked out.”

Rick Elliott proposed a conditional approval tonight with a condition that Lincoln Development and FRPOA come to an agreement.

Ray D’Amante discussed the timeframe for New Jefferson Holdings, LLC. The first unit is due December 1st. If they get an approval tonight they will start cutting trees to clear the site. They

were hoping to have the equipment here this week to start working.

Harry Schofield representing the FRPOA, Rick Elliott and Ray D'Amante tried to come to an agreement. However, D'Amante reiterated that New Jefferson Holdings, LLC should not be held responsible for the road conditions. Rick Elliott will work with FRPOA to come to some sort of agreement to get the work done. (i.e., patching roads, taking out foundations, etc.).

Motion: To accept the application as complete.

Motion: OJ Robinson Second: Jim Spanos

All in favor: (4-0)

Harry Schofield asked the Planning Board if it was willing to hold other parties accountable when they come in at a later date. FRPOA will agree with the provision only if Rick Elliott d/b/a Mount Coolidge Construction, LLC, and New Jefferson Holdings, LLC do an acceptable repair of the road and remove the foundations.

Chairman Romprey stated that the original agreement was between FRPOA and Rick Elliott d/b/a Lincoln Development, LLC.

Harry Schofield said that FRPOA would agree to consent to the "The Pines at Forest Ridge" if the Planning Board approved the site plan application with a condition that Rick Elliott d/b/a Mount Coolidge Construction, LLC, and New Jefferson Holdings, LLC, repair the road and fix the foundations. OJ Robinson explained that the repair of the road and fixing the foundations cannot be a condition of approval because New Jefferson Holdings, LLC, does not have the legal authority to do anything on land owned by someone else. Rick Elliott doing business as Lincoln Development, LLC, will remove the crumbling foundations.

Harry Schofield stated that FRPOA has no trouble what New Jefferson Holdings, LLC is planning. FRPOA likes what they are planning.

Chairman Romprey stated that the conditions will be:

- Road bonding for all roads being used for construction purposes. (Mount Coolidge Construction, LLC, and New Jefferson Holdings, LLC, shall discuss with the town manager as well as the FRPOA.)
- Third Party Review. (HEB Engineers, Inc., for an engineering review.)
- Trash Removal. (Chairman Romprey stated that when the recycling center was approved, the number of units that were either built or approved as of February 21, 2011 is roughly estimated to be about 275 or 276 units. The developer will have to build a new recycling center for the new units.)

According to a document entitled “Agreement Among Associations Concerning Forest Ridge Community Roads, Utilities, Landscaping and Common Areas” recorded at the Grafton County Registry of Deeds in Book 3664, Page 0617:

- JORI Properties, LLC was the owner of property which has not been turned over to Junior Associations...including the Loop Road and the roads in the FRHHA and MVHHA subdivisions. (Page 617)
- Lincoln Development, LLC is the “developer”. (Page 617)
- Lincoln Development, LLC owns Woodland Loop Road (to Forest Gardens). (See Appendix A of the Agreement where it indicates that Woodland Loop Road is under the “ownership” of the “developer” recorded as page 625)

Motion: To approve the Site Plan Review Application for “The Pines at Forest Ridge” with the following conditions:

1. All roads being used for construction purposes by Mount Coolidge Construction, LLC, for this project called “The Pines at Forest Ridge” shall be bonded.
2. The Site Plan will be subject to third party “peer” review by the town engineers. (In this case the Town will use the services of HEB Engineers, Inc.)
3. The trash removal for “The Pines at Forest Ridge” will need to have a new separate recycling center and may not use the present recycling center (Tax Map 117, Lot 007).

Motion: OJ Robinson Second: Jim Spanos

All in favor: (4-0)

B. 6:00 pm Application for a Minor Subdivision (Lot Line Adjustment) to shift the building envelope for a Planned Unit Development (PUD) so that the building already built is wholly within the building envelope and not partially located on common land.

1. **Application (SUB 2014-02)**
2. **Property:** Tax Map 129, Lot 015 (146 Clearbrook Road) and Tax Map 129, Lot 001 (General Common Land)
3. **Proposal:** Agent/Applicant Thomas Tremblay, of Lin-Wood Real Estate, P.O. Box 700, Lincoln, NH 03251 filed the application on behalf of Paul R. Lelito and Lisa N. Kenny, Co-Trustees of the Lelito-Kenny Trust of PO Box 707, Cataumet, MA 02534, and on behalf of Clearbrook Homeowner’s Association, Richard Benevento, President, Attention: Kenneth Shepard, Vice President of Residential Services, Foxfire, Inc., PO Box 1438, Concord, NH 03302-1438. Applicant Thomas Tremblay, proposes a Minor Subdivision (Lot Line Adjustment) between 2 Lots – Tax Map 129, Lot 015 (146 Clearbrook Road) and Tax Map 129, Lot 001 (General Common Land). Both adjacent lots are located north of NH Route 112, the Kancamagus Highway within the Clearbrook Planned Unit Development. The residential building known as 146 Clearbrook Road (Map 129, Lot 015) protrudes outside of the designated PUD envelope onto a portion of General Common Land owned by the Clearbrook Homeowner’s Association. The purpose of the Lot Line Adjustment is to shift the PUD envelope so that the building will be located wholly within the designated PUD envelope. This shift will entail an exchange of land between the two adjacent property owners. The sizes of the proposed subdivided lots will stay the same. Map 129, Lot 015 is owned by Paul R. Lelito and Lisa N. Kenny, Co-Trustees of the Lelito-Kenny Trust. The “General Common Land” property (Map 129, Lot 001) is owned by Clearbrook Homeowner’s Association. The lots are located in the Rural Residential (RR) Zone. The applicant’s surveyor is Gardener Kellogg of Kellogg

Surveying and Mapping. No new lots are being created. No additional streets, utilities or public improvements will be required.

Chairman Romprey clarified that Clearbrook Homeowners' Association is rotating the Lelito/Kenny PUD lot (Tax Map 129, Lot 015) to include the east side of the building. There will be no change in the size of the lot and no change in the size of the common land. There was an amendment signed by the Clearbrook Homeowner's Association included, approving the subdivision.

Motion: "To approve Application (SUB 2014-02)"

Motion: Jim Spanos Second: Paula Strickon.

Motion carried (4-0).

V. OTHER BUSINESS

- A. Board of Selectmen was approached to sell the long thin strip of land the town owns along the west side of Connector Road by the three abutters. The strip looks like the front yard of the three abutters. The three abutters are currently maintaining the land. The State initially planned to have an exit off I-93 at that location which is why the strip of land set aside for Connector Road is so wide. Connector Road is in place is not using the whole strip set aside for it. In order to take the next step the Board of Selectmen need input from the Planning Board before they can sell the strip of land along Connector Road to the three abutters.

Town Manager Burbank brought to the attention of the Planning Board an issue on Connector Road concerning three home owners and less than half an acre of land that the Select Board are leaning toward selling. The strip of land is 20' to 30' wide and the length of the three properties involved. The land is part of a right of way given to the town when the interstate went through. The Town was approached by Jim Welsh who asked to have the property line pushed back out. Does the Planning Board have any comments or concerns on this property? Bont pointed the area out on the map. Norm Belanger asked if the town mowed the land. Town Manager Burbank stated it was a combination. Everybody mows a portion.

Paul Beaudin asked why it was not listed on the agenda so people were more prepared to ask questions.

Motion: "No Planning Board objection to the proposal to sell strip of land along Connector Road to three abutters."

Motion: Jim Spanos Second: Paula Strickon.

Motion carried (4-0).

- B. Sign the survey map for Coolidge Street. When the Planning Board approved the Site Plan for the Union Bank on Main Street, one of the conditions of approval was to give the town an easement for Coolidge Street that would accurately reflect what we are actually using as Coolidge Street. Apparently we already have the easement, however, now that street easement has been surveyed. The Planning Board needs to approve and sign the plat so we can record it.

Town Manager Burbank mentioned that when the Site Plan Review was approved for Union Bank, the bank had to straighten out the right of way for Coolidge Street. The easement was drafted, but never recorded. We had a survey done to confirm the land. They need to run the survey by the Planning Board because it requires a signature. This should have been done decades ago. No issues.

Motion: “Planning Board approved signing survey of Easement for Coolidge Street to be recorded.”

Motion: Jim Spanos

Second: Paula Strickon.

Motion carried (4-0).

VI. 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 comment.

VII. ADJOURNMENT

Motion to Adjourn

Motion: Jim Spanos

Second: Tamra Ham

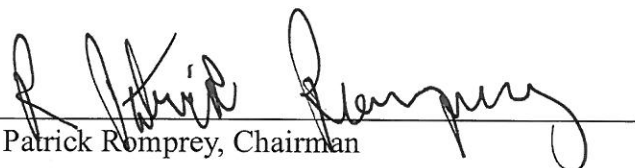
Motion carries unanimously by all members present (4-0)

The meeting was adjourned by 9:00 pm.

Respectfully submitted,

Wendy Tanner, Planning and Zoning
Recorder

Dated: June 25, 2014



R. Patrick Romprey, Chairman

BK 3664 PG 0617

**AGREEMENT AMONG ASSOCIATIONS CONCERNING
FOREST RIDGE COMMUNITY ROADS, UTILITIES, LANDSCAPING AND
COMMON AREAS**

12/0

This agreement ("Community Agreement" or "Agreement") dated as of October 09, 2009 is by and among, Forest Ridge Property Owners' Association, Inc. ("FRPOA" or the "Master Association"), Forest Ridge at Loon Mountain Condominium Unit Owners' Association, Inc. ("FRUOA"), Forest Ridge Homes Homeowners Association ("FRHHA"), Forest Circle at Loon Mountain, Condominium Unit Owners' Association, Inc. ("FCCA"), Mountain View Homes at Forest Ridge Homeowners' Association, Inc. ("MVHHA"), Forest Woods Condominium Association ("FWCA"), Forest Gardens Condominium Association ("FGCA"), Jori Properties, LLC ("Jori") and Lincoln Development, LLC ("Lincoln").

WHEREAS, the Master Association was established by the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Forest Ridge Community which was recorded in the Grafton County Registry of Deeds at Book 1773, Page 0971 ("Declaration") and all of the Parties (as defined below) are subject to the terms of the Declaration as it has been amended from time to time;

WHEREAS, the Junior Associations (as defined below) have all been established by declarations recorded in Grafton County Registry of Deeds:

Forest Ridge Homes Homeowners Association at Book 1774, Page 0001;
Forest Ridge at Loon Mountain Condominium Unit Owners' Association at Book 1774, Page 0023;
Forest Circle at Loon Mountain Condominium Unit Owners Association at Book 2169, Page 0130;
Mountain View Homes at Forest Ridge Homeowners' Association at Book 2214, Page 0498;
Forest Woods Condominium Association at Book 3107, Page 0347; and,
Forest Gardens Condominium Association at Book 3246, Page 0820.

WHEREAS, the deed for the Jori parcels in the Community is recorded in the Grafton County Registry of Deeds at Book 2967, Page 0010;

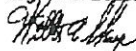
WHEREAS, the deed for the Lincoln parcels in the community are recorded in the Grafton County Registry of Deeds at Book 3107, Page 0334;

WHEREAS, Jori is the owner of the remaining property that is described in the Master Plan of Forest Ridge Community dated October, 1995, which has not been turned over to Junior Associations or FRPOA, including the Loop Road (as defined below), and the roads in the FRHHA and MVHHA subdivisions;

WHEREAS, Lincoln is the developer of condominiums in parts of the Community;

WHEREAS, there is no single document spelling out among the Parties the agreed allocation of responsibilities for maintaining and plowing roads and parking lots in the Community, or maintaining and repairing common area landscaping, and utilities in the Community;

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Register of Deeds, Grafton County



BK 3664PG0618

Forest Ridge Community Agreement

Page #2

WHEREAS, Jori, Lincoln, and their respective successors and assigns plan to transfer control of various Phases of the Community to various Junior Associations and FRPOA, including, but not limited to, parking areas, sections of roads, common area landscaping, and utilities as construction and sales are completed;

WHEREAS, there are roads and utilities throughout the Community that are owned by Junior Associations and Developer over which all members of the Community have reciprocal easement rights;

WHEREAS, FRPOA has been plowing all of the finished roads;

WHEREAS, FRPOA has also been plowing the various Junior Association parking lots;

WHEREAS, FRPOA has been maintaining many of the finished community roads for many years;

WHEREAS, FRPOA has also been maintaining and repairing utility systems;

WHEREAS, Developer is constructing units and using roads within the Community for access to construction sites by construction equipment;

WHEREAS, the various Junior Association and FRPOA declarations have conflicting terms concerning maintaining the roads and utilities;

WHEREAS, the Parties wish to provide a cost effective way to plow, maintain the roads and parking lots, maintain the common area landscaping, and maintain utility systems;

WHEREAS, there are potential cost savings associated with one entity providing plowing, road maintenance services, common area landscaping, maintaining and repairing the utility systems; and

WHEREAS, the Boards of Directors of FRPOA and each Junior Association are empowered to make agreements and contracts on behalf of each of their respective associations for the general welfare of its members;

NOW THEREFORE, the parties agree to the premises and as follows:

1. Definitions

All capitalized terms shall have the meaning ascribed to them in this Community Agreement, or if not otherwise defined herein, shall have the meaning ascribed to them in the Master Declaration.

"Common Parking Areas" means the access drive and parking areas for one or more single Junior Association buildings fed directly from a Primary Road or integrated with a Secondary Road, excluding driveways in single-family lots or leading to garages of condominium units, as listed in Appendix A, and such additional finished access drives and parking areas as they are annexed to the Community in accordance with the Master Declaration and accepted by FRPOA as Common Parking Areas. Common Parking Areas generally have low usage and slower speeds.

"Community Roads" means the Primary Roads and Secondary Roads.

"Developer" means, collectively, Jori, Lincoln, and each of their respective successors and assigns.

"Dumpster Area" means the land on the southeast corner of the intersection of Forest Ridge Drive and Forest Drive where common dumpsters are stored serving all of the Community as of the date of this Community Agreement.

"Junior Association" means each of FRUOA, FRHHA, FCCA, MVHHA, FWCA, FGCA and each additional Phase Property Owners Association that becomes a Party to this Community Agreement.

"Main Line" means a utility line that begins at the point where a Utility System enters the Community and ends at each point where such Utility System enters a single building in the Community or, in the case where such Utility System enters land owned by a Unit Owner (e.g., single-family homes in MVHHA and FRHHA) at the point the Utility System enters such land.

"Party" means a party to this Community Agreement and "Parties" means all of the parties to this Community Agreement, collectively.

"Primary Roads" means the roads designated in Appendix A as Primary Roads, which are roadways servicing multiple Junior Associations and typically feeding Secondary Roads and/or Unit Pods and those additional roads meeting the foregoing requirements as they are finished and annexed to the Community in accordance with the Master Declaration. Primary Roads are expected to see the highest traffic volumes and the most service vehicles.

"Pump House" means the building located at the southwestern end of Forest Drive housing the sewage system pumping equipment for the Community sewer system.

"Secondary Roads" means the roads designated in Appendix A as Secondary Roads, which are roadways servicing single Junior Associations typically integrated with Common Parking Areas or individual driveways and those additional roads meeting the foregoing requirements as they are finished and annexed to the Community in accordance with the Master Declaration. Secondary Roads have much less traffic volume and slower speeds than Primary Roads.

"Utility System" means each of the water, electric, sewer, storm water, drainage, telephone, and cable television systems that are within the Community and interconnected between various Phases of the community, but excluding any such systems that are owned and maintained by a third-party utility (e.g., Time Warner Cable or Fairpoint Communications)

2. Plowing Owner-Controlled Associations

FRPOA will plow all Community Roads and all Common Parking Areas within the Phases of the Community where control of the Junior Association for such Phase has been transferred from the Developer to the Unit Owners within such Phase.

3. Plowing Owner-Occupied Sections of Developer-Controlled Associations

FRPOA will plow those sections of Community Roads and Common Parking Areas within unfinished, Developer-controlled Phases within the Community that lead to and/or include Units conveyed from a Developer to one or more non-Developer-controlled Unit Owners.

4. Maintaining Owner-Controlled Association Roads

FRPOA will maintain all Primary Roads and Secondary Roads and Common Parking Areas of all Phases for which control has been transferred from the Developer to the applicable Junior Association, or to FRPOA. Nothing in this Community Agreement shall be construed as relieving Developer of its obligation to complete fully all Community Roads and Parking Areas. Appendix B of this Community Agreement contains an estimated repaving schedule for all roads, based on FRPOA's estimate of road repaving needs as of the date of this Community Agreement. FRPOA's responsibility to maintain Community Roads and Common Parking Areas includes, but is not limited to, any and all capital improvements required to be made to such Community Roads and Common Parking Areas.

5. Maintaining Roadside Landscaping

FRPOA will maintain all roadside landscaping and street lamps for all Primary Roads from the time at which the Developer has transferred control of the Phase containing such landscaping and street lamps to the applicable Junior Association, extending from the centerline of the roads out to the natural (wild) landscaping, including but not limited to, drainage swales that abut such Primary Roads. For the avoidance of doubt, in the case of Primary Roads with no natural wild landscaping behind the drainage swales, FRPOA shall be responsible for maintaining such drainage swales. Appendix C contains a detailed listing of the limits of Primary Roads landscaping for which FRPOA is responsible as of the date of this Community Agreement.

FRPOA landscaping responsibilities hereunder include, but are not limited to, lawn maintenance such as annual reseeding, fertilization, and regular grass cutting, care of planted areas within these roadside boundaries including periodic weeding, trimming, and annual mulching.

FRPOA will be responsible for landscape maintenance of the land surrounding the Pump House, and the land surrounding the access road leading to said Pump House from Forest Drive as set forth on Exhibit C.

Any other roadside landscaping including, but not limited to, roadside landscaping along all Secondary Roads and Common Parking Areas (except to the extent included within the scope of the first paragraph of this Section 5) is the sole responsibility of the respective Junior Associations serviced by such Secondary Roads or Common Parking Area. Further, FRPOA shall not be responsible for maintaining landscaping on land belonging to any single family home.

6. Junior Association Landscaping

Junior Associations will be responsible for their own individual landscape plans, designs and plantings and for their own landscape maintenance which must be performed to meet minimum maintenance standards that include regular grass-cutting and grass maintenance (including at least an annual application of fertilizer, weed control, and insect control) plus periodic weeding annual trimming and mulching of all planted areas.

7. Community Drainage Systems

FRPOA shall be responsible for maintaining all drainage areas throughout the Forest Ridge Community including, but not limited to, drainage swales, culverts, dams and holding or diversion ponds, such that these areas function properly and as designed with respect to water diversion and

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control. FRPOA shall maintain all such drainage areas in accordance with any and all maintenance plans set forth in the subdivision specifications and construction permits pertaining to the construction of such drainage areas.

8. Community Utility Systems

FRPOA will be responsible for the maintenance and repair of all Utility Systems and their associated Main Lines which service Units within Phases where control has been transferred from the Developer to a Junior Association. FRPOA will also be responsible for the Pump House and equipment within the Pump House. For the avoidance of doubt, the intent of this Section 8 is that FRPOA maintain all Main Lines wherever they are located and that Junior Associations maintain all services from the Main Line to individual buildings.

Nothing in this Community Agreement shall imply that FRPOA or a Junior Association is responsible for utilities presently maintained by a third-party public utility company (for example, Time Warner Cable or Fairpoint Communications).

9. Community Dumpster Area

FRPOA will maintain the Dumpster Area for and on behalf of the Forest Ridge Community and be responsible for any and all capital improvements to the Dumpster Area. FRPOA shall also be responsible for trash disposal and recycling for the Community, including retaining the services of a commercial trash hauler. FRPOA hereby consents to use of the Dumpster Area by FRPOA, Unit Owners, and their tenants and guests in accordance with rules and regulations as may be established by FRPOA from time to time.

10. Plowing Developer-Controlled Association Roads

Developer will plow all roads and parking areas in Developer-controlled Phases, except for those sections of such Phases that lead to and/or include Units conveyed from a Developer to one or more non-Developer-controlled Unit Owners.

11. Developer Controlled Association Road Finishing

Developer shall complete fully all Community Roads and Common Parking Areas. Developer further agrees that it shall pave all roads and parking areas of and through newly built Phases with a two (2) inch binder base coat, prior to transferring control of such Phase to the applicable Junior Association or transferring control of any such roads or parking areas to FRPOA. Developer further agrees to add a second, one (1) inch surface finish coat of asphalt to those Community Roads and Common Parking Areas (including driveways leading to garages of individual condominium units and walkways leading to entryways of such units) identified in Appendix A as "Last Paved - Dev*" upon the earlier of (a) completion of the Loop Road (section around the pond beginning at the northwest intersection with Forest Ridge Drive and continuing westerly around the pond to 100 Woodland Loop Road in FGCA) to base coat, or (b) 10 years from the signing of this Community Agreement. Developer further agrees to maintain those base coat roads in safe travel condition until the finish coat is applied. Additionally, the Developer agrees to rebuild the section of Woodland Loop Road from Sta 47+50 to 51+31.65 according to final plan specification on page 5 of 15 "Woodland Loop Road Site Plan" approved by the Town of Lincoln prior to the application of the second, finish coat, for that section of Woodland Loop Road. In the event Developer fails to comply with its obligations as set forth in this

Section 11 within the time periods set forth herein, FRPOA may, in its discretion, add such second finish coat of asphalt and rebuild such section of Woodland Loop Road and Developer will promptly reimburse FRPOA for all of FRPOA's costs and expenses incurred in connection therewith.

12. Developer Cost Sharing of Forest Ridge Drive Repaving

Developer agrees to pay 50% of the cost of resurfacing Forest Ridge Drive at such time as FRPOA determines it will undertake such repaving or repairing.

FRPOA, and Developer, agree to act together in good faith concerning the turnover of responsibilities for plowing and maintenance of all roads, drainage areas common landscaping areas and utility systems as they are completed and units are sold.

13. Skating Area

FRPOA may, in its sole discretion, construct, operate, and maintain an ice skating area in the area in front of the gazebo in Forest Gardens for the use and benefit of Unit and Home Owners, and their tenants and guests. FGCA hereby consents to use of any such ice skating area by FRPOA, Unit and Home Owners, and their tenants and guests in accordance with rules and regulations as may be established by FRPOA from time to time. The Junior Associations acknowledge and understand that liability insurance carriers may exclude coverage for ice skating areas. Should liability insurance for such ice skating area not be available on commercially reasonable terms, FRPOA may elect not to construct, operate, and maintain such ice skating area.

14. Gazebo & Picnic Area

FRPOA will maintain the gazebo and associated picnic area within the Forest Gardens Junior Association for the use and benefit of all Forest Ridge Unit and Home Owners and their tenants and guests. Such maintenance will consist of grounds maintenance within the gazebo and picnic area in a manner that is consistent with the provisions of Article 5 and conforms to the provisions of this agreement, and also includes providing suitable lawn and gazebo furniture such as picnic tables and lawn chairs. For purposes of this Section 14, such gazebo and picnic area shall be the grass area within the Forest Gardens (98-100 Woodland Loop) parking circle.

15. New Junior Associations

FRPOA, Jori, and Lincoln agrees for themselves and their respective successors and assigns that this Community Agreement shall be binding on each Junior Association at the time the Phase for which such Junior Association is established is annexed to the Community and made subject to the Master Declaration via the recording of an Annexation Addendum in the Grafton County Registry of Deeds.

FRPOA agrees that it will become obligated to any new Junior Association under the terms of this Community Agreement at the time of its annexation to the Community.

16. Insurance Requirements

Pursuant to this Community Agreement, FRPOA is acting as a bulk provider of services to the Junior Associations within the Forest Ridge Community. Each Junior Association, and the Developer in connection with any Community Roads or Common Parking Areas for which ownership has not

transferred to FRPOA or a Junior Association, shall procure and maintain at all times the minimum insurance coverage set forth below, or such other minimum coverage as FRPOA may require from time to time, from an insurer having an A.M. Best Rating of A- or better (or equivalent rating):

Public Liability insurance with limits of \$1 Million per occurrence and \$2 Million in the aggregate.

Each such policy of insurance shall name "Forest Ridge Property Owners Association, Inc." as an additional insured. All policies will be primary and non-contributory to any insurance that FRPOA may carry and all insurers shall waive rights of subrogation or recovery against FRPOA regardless of fault. Upon request by FRPOA, each Junior Association and Developer shall provide FRPOA a certificate of insurance evidencing such insurance and providing that FRPOA is an additional insured and that the insurer will endeavor to provide FRPOA at least 30 days prior written notice of any change or cancellation in such insurance. FRPOA will reimburse each Junior Association for the additional actual charges incurred by each such Junior Association as a direct result of listing FRPOA as an additional insured. Alternatively, if FRPOA and a Junior Association utilize the same insurance carrier for the above-listed insurance, FRPOA may elect to add each such Junior Association as an additional insured on FRPOA's insurance policy and notify each such Junior Association that it is not necessary for such Junior Association to add FRPOA as an additional insured during the time FRPOA and such Junior Association utilize the same carrier. Provided FRPOA has so notified a Junior Association, FRPOA shall not be required to reimburse such Junior Association for the cost of naming FRPOA as an additional insured.

17. Miscellaneous

This Community Agreement shall be binding upon, and inures to the benefit of, the parties and their respective successors and assigns and is intended to run with the land. The descriptive headings of the articles, sections, and subsections of this Community Agreement are for convenience only and do not constitute a part of this Agreement. The Parties may execute this Community Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

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AGREED to on behalf of each of the Parties by the following persons who are duly authorized to sign and bind the named Party.

Forest Ridge Property Owners Association, Inc.

By: [Signature]
Its: PRESIDENT

Forest Ridge Homes Homeowners Association

By: [Signature]
Its: PresidentMountain View Homes at Forest Ridge
Homeowners' Association, Inc.By: [Signature]
Its: PRESIDENT

Forest Gardens Condominium Association

By: [Signature]
Its: Manager

Jori Properties, LLC

By: [Signature]
Its: ManagerForest Ridge at Loon Mountain Condominium
Unit Owners Association, Inc.By: [Signature]
Its: PRESIDENTForest Circle Condominium Unit Owners
Association, Inc.By: [Signature]
Its: PRESIDENT

Forest Woods Condominium Association

By: [Signature]
Its: President

Lincoln Development, LLC

By: [Signature]
Its: Manager

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Appendix A

Community Roads and Common Parking Areas

Name	Type	Last Paved	Approximate Road Length in Miles	Ownership
1 Forest Ridge Drive	Primary Road	1987	0.40	FRUOA
2 Pinehill Lane	Primary Road	1989	0.20	FRUOA
3 Woodland Loop Road (to Forest Gardens)	Primary Road	Dev*	0.50	Developer
4 Charkarchen Drive	Primary Road	1997	0.10	FRUOA (from Pinehill to #8 Charkarchen) Developer (from #8 to Spruce)
5 Forest Drive (first 345.5' from intersection with Forest Ridge Drive)	Primary Road	1987	345.5 feet	FRUOA
6 Forest Drive (after first 345.5' from intersection with Forest Ridge Drive)	Secondary Road	1987	0.15	Developer
7 Hillside Circle	Secondary Road	1985	0.10	FRUOA
8 Spruce Drive	Secondary Road	1987	0.10	Developer
9 Mountain Brook Circle	Secondary Road	1989	0.10	FRUOA
10 Woodview Lane	Secondary Road	1987	0.15	FRUOA
11 White Oak Lane	Secondary Road	Dev*	0.15	FCCA
12 17 Pinehill Lane	Common Parking Area	1989	N/A	FRUOA
13 25 Pinehill Lane	Common Parking Area	1989	N/A	FRUOA
14 31 Pinehill Lane	Common Parking Area	1989	N/A	FRUOA
15 37 Pinehill Lane	Common Parking Area	1989	N/A	FRUOA
16 131 Forest Ridge Drive	Common Parking Area	1987	N/A	FRUOA
17 134 Forest Ridge Drive	Common Parking Area	1987	N/A	FRUOA
18 140 Forest Ridge Drive	Common Parking Area	1987	N/A	FRUOA
19 146 Forest Ridge Drive	Common Parking Area	1987	N/A	FRUOA
20 166 Forest Ridge Drive	Common Parking Area	1986	N/A	FCCA
21 148 -154 Woodland Loop Road	Common Parking Area	Dev*	N/A	FWCA
22 136 - 140 Woodland Loop Road	Common Parking Area	Dev*	N/A	FWCA
23 128 -134 Woodland Loop Road	Common Parking Area	Dev*	N/A	FWCA
24 122 -126 Woodland Loop Road	Common Parking Area	Dev*	N/A	FWCA
25 110 -120 Woodland Loop Road	Common Parking Area	Dev*	N/A	FWCA
26 109 - 115 Woodland Loop Road*	Common Parking Area	Dev*	N/A	FWCA
27 98 -100 Woodland Loop Road	Common Parking Area	Dev*	N/A	FGCA
28 Hillside Circle parking areas	Common Parking Area	1985	N/A	FRUOA
29 Mountain Brook Circle parking areas	Common Parking Area	1989	N/A	FRUOA
30 Woodview Lane parking areas	Common Parking Area	1987	N/A	FRUOA
31 White Oak Lane parking areas	Common Parking Area	Dev*	N/A	FCCA
32 174 Forest Ridge Drive parking areas	Sports Club Parking	1987	N/A	FRPOA

Dev* indicates Developer has paved with a base coat and will be paving with a second finish coat per Section 11 of the Community Agreement.

Appendix B

Estimated Repaving Schedule
Community Roads and Common Parking Areas

Name	Type	Estimated Paving Schedule
1 Forest Ridge Drive	Primary Road	2010
2 Pinehill Lane	Primary Road	2010
3 Woodland Loop Road (to Forest Gardens)	Primary Road	2011
4 Charkarohen Drive	Primary Road	2015
5 Forest Drive (first 300' from intersection with Forest Ridge Drive)	Primary Road	2010
6 Forest Drive (after first 300' from intersection with Forest Ridge Drive)	Secondary Road	2015
7 Hillside Circle	Secondary Road	2014
8 Spruce Drive	Secondary Road	2015
9 Mountain Brook Circle	Secondary Road	2014
10 Woodsview Lane	Secondary Road	2012
11 White Oak Lane	Secondary Road	2013
12 17 Pinehill Lane	Common Parking Area	2013
13 25 Pinehill Lane	Common Parking Area	2013
14 31 Pinehill Lane	Common Parking Area	2013
15 37 Pinehill Lane	Common Parking Area	2013
16 131 Forest Ridge Drive	Common Parking Area	2013
17 134 Forest Ridge Drive	Common Parking Area	2013
18 140 Forest Ridge Drive	Common Parking Area	2013
19 146 Forest Ridge Drive	Common Parking Area	2013
20 166 Forest Ridge Drive	Common Parking Area	2014
21 148 -154 Woodland Loop Road	Common Parking Area	2016
22 136 - 140 Woodland Loop Road	Common Parking Area	2016
23 128 -134 Woodland Loop Road	Common Parking Area	2016
24 122 -128 Woodland Loop Road	Common Parking Area	2016
25 110 -120 Woodland Loop Road	Common Parking Area	2016
26 109 - 115 Woodland Loop Road	Common Parking Area	2016
27 98 -100 Woodland Loop Road	Common Parking Area	2016
28 Hillside Circle parking areas	Common Parking Area	2014
29 Mountain Brook Circle parking areas	Common Parking Area	2014
30 Woodsview Lane parking areas	Common Parking Area	2012
31 White Oak Lane parking areas	Common Parking Area	2014
32 174 Forest Ridge Drive parking areas	Sports Club Parking	2011

Dev* Indicates Developer has paved with a base coat and will be paving with a second finish coat per Section 11 of the Community Agreement.

Appendix CPrimary Road Landscaping Limits

Road	Landscape Limit
1 Forest Ridge Drive	<ul style="list-style-type: none"> □ From the road edges out to the wild landscaping on either road side including any and all drainage swales and road drainage culverts on both sides of the road.
2 Pinehill Lane	<ul style="list-style-type: none"> □ For those areas where the road abuts wild landscaping, the wild landscaping is the FRPOA landscaping boundary, including any and all drainage swales and road drainage culverts that exist between the road edges and the wild landscaping. □ For those areas where the road abuts FRUOA landscaping, the FRPOA landscaping limit is the far edge of the drainage swales and includes all drainage swales and road drainage culverts.
3 Woodland Loop Road (to 98 Woodland Loop Road in Forest Gardens)	<ul style="list-style-type: none"> □ For those areas where the road abuts wild landscaping, the wild landscaping is the FRPOA landscaping boundary, including any and all drainage swales and road drainage culverts that exist between the road edges and the wild landscaping. □ For those areas where the road abuts FWCA and FGCA landscaping, the FRPOA landscaping limit is the far edge of the drainage swales and includes all drainage swales and road drainage culverts.
4 Charkarohen Drive	<ul style="list-style-type: none"> □ From the road edges out to the wild landscaping on either side including any and all drainage swales and road drainage culverts on both sides of the road, except for area directly in front of the 8 Charkarohen Drive (currently the Bergin residence) for which the landscaping limit will be the far edge of the roadside grass that abuts the Bergin property boundary.
5 Forest Drive (first 300' from intersection with Forest Ridge Drive)	<ul style="list-style-type: none"> □ The left-side landscaping limit when heading toward FRHHA is the wild landscaping area within the trash disposal parcel and includes the drainage swales and the maintained grass areas within the trash disposal parcel. □ The right-side landscaping limit when heading toward FRHHA is the far edge of the drainage swales that abut FRUOA landscaping and including the drainage swales.
32 Sports Club & Parking Area	<ul style="list-style-type: none"> □ The maintained grass areas surrounding the sports club and the sports club parking area out to the wild landscaping and out to the FCCA Building A landscaping boundary; the maintained grass areas extending behind the sports club to the edge of White Oak Lane; the maintained grass edge between White Oak Lane and the wild landscaping that surrounds the tennis courts; and the maintained grass area surrounding the pond.
5 Pump Station (including holding ponds and drainage brook)	<ul style="list-style-type: none"> □ FRPOA shall maintain the unpaved drive leading from the Forest Drive cul-de-sac up to and including the pump house parking area including all landscaping surrounding the pump station and all protective landscaping that shields the pump well from Forest Drive view.
98-100 Woodland Loop Road	<ul style="list-style-type: none"> □ Gazebo and picnic area.

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Present: Chairman Pat Romprey, Vice Chairman Joe Chenard, Clerk Jim Spanos, John Hettinger, Peter Moore, Charlie Cook, Deanne Chrystal

Staff Present: Planning & Zoning Administrator Matt Henry, Town Manager Peter Joseph, Town Attorney Peter Malia

Excused Absences: Tom Adams

Others Present: Charlie Cook, Elaine Whitlock, James Foley, Ed Kobelski, Jessica Jeacopello, Betty Beaudin, Paul Beaudin, Helen Molloy, Tammy Ham, Kareen Rox, Norman Beforey and Harry Schofield

I. CALL TO ORDER by Chairman Pat Romprey at **6:00PM;**

Chairman Pat Romprey called the meeting to order. Charlie Cook removed himself because he is an abutter to Betty Beaudin who is the abutter actively opposing the Site Plan Review.

- II. CONSIDERATION** of an application for Site Plan Review Requirements submitted by Forest Ridge Property Owners Association for the installation a compacting dumpster, recycling receptacle, and associated improvements.
- Proposal:** The applicant seeks to install a compacting dumpster, recycling receptacle, and associated improvements on Tax Map 116 Lot 007
- Planning Board:** Acceptance of the completed Site Plan Review Application.
- Public Hearing:** Approve or Disapprove the Completed Site Plan Review Application.

Matt Henry began by explaining that the application was not accepted as complete because there were some questions regarding state and federal requirements related to stormwater protection. Upon calling both state and federal entities, he found that the only stormwater requirements were for industrial sites and not residential transfer sites such as this. He said he attached e-mail correspondence he had with the State of NH stormwater Bureau and the Environmental Protection Agency to the application. The only time the state will get involved is if there is some sort of violation such as discharge into a water body. However, even to that extent they said that it is typically something that is first addressed by the local health officer. Rather than stating that stormwater drainage plan was Not applicable, they have requested a waiver instead. Matt Henry went on to say that while the Federal and State governments do not require anything with regard to stormwater drainage, the municipality certainly may require reasonable regulations to lessen potentially harmful impacts.

Chairman Romprey asked Matt Henry if he thought a waiver would be acceptable. Matt Henry responded that for this site it seems like a waiver would be appropriate because engineering a stormwater drainage plan would add significantly to the cost of the project which is an undue burden since the Federal and State governments do not require it. Matt Henry also said to bear in mind that the Town is likely to be seeing future applications for Site Plan Review for compactors, so future applicants will be looking at this review for guidance regarding what will be required. While the circumstances will be different for each application, there is a certain amount of precedent that is being set regarding requirements what they require for an application.

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Matt Henry went through each of the waiver requests and explained each one. Additionally, he said that the applicant has provided written reasons for each waiver request. Chairman Romprey asked that the Planning Board vote on each waiver individually as per Planning Board protocol. The following waivers from the Town of Lincoln Site Plan Review Regulations were **GRANTED**:

- 1) **# 8: Existing and proposed topography of the site at 2 foot contour intervals. (5-0-0)**
- 2) **#9: Soil mapping units and unit boundaries (5-0-0)**
- 3) **#23: Stormwater drainage plan showing:**
 - a. **The existing and proposed methods of handling Stormwater runoff (5-0-0)**
 - b. **The direction of flow of the runoff through the use of arrows (5-0-0)**
 - c. **The location, elevation, and size of all catch basins, drywells, drainage ditches, swales, retention basins, and storm sewers. (5-0-0)**
 - d. **Engineering calculations used to determine drainage requirements. (5-0-0)**

MOTION: John Hettinger made a motion to accept the Site Plan Review Application as complete. Jim Spanos seconded the motion. The motion carried unanimously (5-0-0):

MOTION: John Hettinger made a motion to open the Public Hearing. Jim Spanos seconded the motion. The motion carried unanimously (5-0-0).

Chairman Romprey declared the public hearing open. Harry Schofield thanked the Planning Board for accepting the application as complete and described his proposal. He said that the intent of his proposal is to lessen the amount of dumpsters that are on the ground and overall clean up the site. He said that some of the benefits of this project are that some of the noise from trucks backing in and out of this site has been reduced because the compacting dumpsters do not need to be emptied as much. Harry Schofield said that though he still disagrees that Site Plan Review is necessary, the Forest Ridge Property Owners Association wishes to be good neighbors with the Town of Lincoln and is willing to provide reasonable mitigation measures to lessen the impact to the abutters. Harry Schofield went over the following possible mitigation methods:

- 1) Construct an earthen berm (approximately six inches) on the south and east sides of the new concrete pad.
- 2) Supplement the existing forest screening with additional natural (evergreen) or fence screening along the south and east edges in a manner consistent with plowing and site maintenance requirements.
- 3) Insure that the installation of area safety lighting this spring will be done so as to minimize the impact of said lighting on the adjacent land.

Harry Schofield said that there are no deed restrictions that prohibit a solid waste location from being located on common area. He said that there was a community agreement that was passed a few years ago that clearly defined jurisdictions of both the junior associations and the Forest Ridge Property Owners Association. At that time Forest Ridge Property Owners Association signed a 99 year lease for the solid waste site along with the main roads, therefore it clearly falls under the realm of the Forest Ridge Property Owners Association and specifically mentions that they are allowed in Article 6 #8 of the deed restrictions and covenants. John Hettinger asked if they planned on restricting the pickup times for the site. Harry Schofield said that Waste Management operates during normal business hours so they would not be replacing the compactors at odd times. He said it is certainly reasonable to request that the dumpsters not be emptied prior to 8:00am. Pat Romprey said that this

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would be covered by the Town's Disorderly Actions Ordinance which prohibits such noise from the hours of 10:00pm-7am.

Pat Romprey asked if the dumpsters began to smell, would they be emptied. Harry Schofield said that it is difficult to say what the odor threshold would be, but the residents of Forest Ridge do not want the dumpster to smell any more than the other abutters do. So if the odor becomes offensive than it should be emptied. Matt Henry said it is a reasonable question because there is going to be more trash in one area as a result of having a compactor. Harry Schofield agreed but said it is also a better sealed unit than open dumpsters.

Elaine Whitlock, 24 Forest Drive, said that she is the closest abutter to the site and she is in favor of the compacting dumpsters. She said she is pleased with how the compactor has neatened the site. She no longer sees trash outside the containers when the dumpsters are full. She also finds the site quieter, smaller and more desirable for everyone.

Jim Foley, 31 Pinehill Lane, said that he is a member of FRPOA but is not a direct abutter. He said that the site is small and clean and is overall in better shape than what it looked liked before.

Ed Kobelski said that he has seen a great improvement as well regarding the compactor. He witnessed the compactor operating and he does not see any noise issue because it is so quiet.

Norm Belanger, 14 Mountain Brook Circle, said he is also an abutter to the site and wants to express how clean the concrete pad makes the site. The whole operation is better as a result of this compactor.

Helen Malloy said that she lives on Forest Drive but is not a direct abutter. She agreed with everyone's sentiment that the site was better off because of it. She originally opposed the plan but after seeing how the changes have improved the site, she is now happy with the results.

Karen Roy, 10 Spruce Drive, said that she thinks the site is a great improvement as well.

Paul Beaudin said that his mother is an abutter to the site and is not a member of the association so he can speak in a more non-biased manner. He requested that the reasons the waivers were granted be entered into the minutes. Pat Romprey agreed. Paul Beaudin asked Matt Henry why financial considerations were a reason to grant a waiver. Peter Moore said that financial burden on an applicant is never a consideration on the part of the Planning Board. Matt Henry said that it is not that he was necessarily concerned with the financial burden if it was necessary, however, he found out from research that because there are no state & federal requirements it would be "going above and beyond" the requirements if they were to mandate an engineered plan. Peter Malia said that the application has already been accepted as complete and if the abutter wishes to appeal the decision he is certainly free to do so but he recommends moving on to discussing the merits of the application. He said that in this case the information was not absolutely necessary and it would be expensive to obtain, therefore, the Planning Board granted the waiver. In cases when the information would be necessary, it may be necessary to burden the applicant with that requirement.

Paul Beaudin said that he would like to see a fence erected in order to shield the site. The problem with planting trees to shield the site is that it will take years for trees to reach the desired height and work as an adequate screen. He asks that a screen be put up on both the eastern and southern side of

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the lot to block both exposing sides of the site. The fence should be high enough to shield both the visual aesthetics and any lighting that will be seen from his mother's property.

Paul Beaudin said that he would like to see hours of operations put in place so his mother is not awakened early in the morning from people dumping trash. The existing ordinance seems to address this issue depending on the time it describes.

Paul Beaudin said that runoff is an issue and the berms will help that a little. However, he also recommends a concrete pan be placed under the dumpster to catch any seepage that may occur and prevent it from running into his mother's property. It is virtually impossible to regulate hazardous material but if Forest Ridge gets hazardous material sent back from Waste Management it will cost a lot of money and Forest Ridge will be forced to address it.

Paul Beaudin said that Forest Ridge should be aware that they will be getting more critters around because the smell will attract more animals. Crows and raccoons may become a problem as well as flies.

Paul Beaudin said that the most important issue is the frequency the compacting dumpster should be emptied. He said that he has a lot of experience with compacting dumpsters and the longer the trash sits in there, the more it will stink. Compacting dumpsters heat up in the summer and will cook the trash and increase the stench. He said that April through November the compactor should be emptied weekly.

Paul Beaudin said that he is worried about property value of his mother's property, but a bit of screening would alleviate some of his concerns with property values.

Paul Beaudin said that he would like to see the use of the solid waste site limited to the amount of units that are currently approved. He said he would like to see a specific number of units tied to the site so the Town is certain the units that are using the site are authorized to do so. Paul Beaudin asked how many units are currently approved to be built. Harry Schofield said that there are four three-decker garden style condos left and three unfinished duplexes which makes approximately 18 total units. Peter Joseph asked if the units were still buildable. Subdivision/Site Plan approval and building permits may have expired by now and the sites may no longer be buildable. Peter Joseph said that if someone were to come in and apply for a building permit for the site it may be denied because Site Plan Review has expired. Paul Beaudin said that he would like to see a number attached to it so there are no questions regarding what is approved.

Charlie Cook said he is not an abutter but he abuts Betty Beaudin's lot. He said that the site has become a lot louder now from trucks moving in and out. Furthermore, runoff becomes more of an issue now that the site is a paved surface. Water and runoff no longer are absorbed by the dirt. Charlie Cook said that the most offensive part of this issue is that the compactor is located closest to Betty Beaudin's lot line. Forest Ridge should move the dumpsters to the other side of the lot which will give the abutter 30' of relief. It is a small concession but every bit makes a difference.

Tammy Ham said that there was a blatant disregard for the Town's regulations. The people of the Town of Lincoln had no opportunity to comment on the merits of this application and Tammy Ham said that she feels Forest Ridge should apologize to Betty Beaudin and the rest of the Town for

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bypassing Site Plan Review Regulations. Even if the site is improved, Forest Ridge failed the community by not following the state & municipally mandated regulations.

Peter Joseph read the Disorderly Actions Ordinance word for word to the Planning Board. He said that 10pm-6am is the time period set forth in the Disorderly Actions Ordinance. He wanted to clear up exactly what timeframe the Disorderly Actions Ordinance would encompass. Peter Joseph asked Peter Malia what role the Town would play in enforcing cleanliness of the site. Would the Town Health Officer have to respond to a complaint on the part of the abutter if she feels it stinks? Would the Health Officer have to make a “stink investigation”? How would the Town define what “stinks”? Peter Malia agreed with Peter Joseph that it is very difficult to enforce stench. The Planning Board may place a condition based on the months of the year as Paul Beaudin has suggested and that eliminates the need for a “sniff test”.

Chairman Romprey said that Forest Ridge residents will most likely be the first to complain about a smell. Paul Beaudin disagreed

MOTION: John Hettinger made a motion to close the Public Hearing. Joe Chenard seconded the motion. The motion carried unanimously (5-0-0).

The Planning Board took a 10 minute recess.

There was additional discussion regarding if there is an odor whether FRPOA will empty the compactor. Harry Schofield said that any reasonable person would empty the dumpster if it smelled. He said that rather than mandating that they should empty the compacting dumpster whether it needs it or not, they should give FRPOA the opportunity to be able to empty it as needed because it is unreasonable to expect them to empty it before it is necessary. He said if the abutter says that there is an odor he will send somebody to the site to see if there is indeed an odor, and if there is they will call to have Waste Management empty the compactor.

MOTION: Jim Spanos made a motion to reopen the Public Hearing. Joe Chenard seconded the motion. The motion carried unanimously (5-0-0).

Paul Beaudin said that he is dissatisfied with what Harry Schofield is saying and he maintains that he would like to see it emptied every week from April to November. He said that he has over 20 years of experience in Solid Waste and he knows when this dumpster will stink and in the summer it will stink if not emptied every week. Paul Beaudin said that he would like to have the onus on his mother to allow FRPOA the ability to have the dumpster emptied less frequently than once a week in the summer.

Harry Schofield said that according to Waste Management compacting dumpsters such as this do not need to be emptied every week.

Peter Malia said that it is not the job of the Planning Board to “broker a deal” with the applicant and the abutter but to conduct Site Plan Review. He recommends closing the Public Hearing and deliberating the merits of the application amongst themselves.

MOTION: John Hettinger made a motion to close the Public Hearing. Jim Spanos seconded the motion. The motion carried unanimously (5-0-0).

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Deanne Chrystal said that allowing Forest Ridge to monitor the dumpster is like “allowing the wolf to watch the chickens”. She thinks it should start at one week and gradually be emptied less frequently until they can determine what frequency they should empty it.

John Hettinger said that he trusts Paul Beaudin’s expertise and they should take his recommendations seriously because he works in the field.

Joe Chenard said that the Town has a Health Officer and a Land Use officer that should be checking up on the site. It would take about 5 minutes per week and they should ultimately decide the frequency the dumpster should be emptied.

Peter Moore said he agrees that the Town should act as the third party to determine an extension of an agreed interval if they determine the dumpster does not need to be emptied. He thinks it would be unreasonable for either the applicant or the abutter to have sole discretion.

Peter Malia said that he recommends setting a specific interval for which the dumpster should be emptied.

Pat Romprey said that the Town should mandate that the dumpster be emptied each week and allow for an extension if the Town finds it would not stink. That way they can gauge how often it should be emptied and revisit it after the summer. Peter Malia said that that would require an amendment to the conditions of the approval.

John Hettinger said that it will be a very difficult thing for the applicant to prove since you do not know if it is odorous until it is odorous. Joe Chenard said it would be easier to go in the opposite direction, meaning you start at the dumpster being emptied every three weeks and if it is not sufficient they mandate it is emptied more frequently until they find it suits the site and the amount of garbage produced by Forest Ridge.

Deanne Chrystal said that whatever the Board decides should be suitable for whoever is on the Board of Directors of FRPOA and not just for whom is in a current leadership position. Harry Schofield said that FRPOA has an interest in working with the town regardless of who is in leadership.

Paul Beaudin said that he has not heard any discussion regarding when the fence should be installed. He also said that he agrees neither his mother, nor FRPOA should be the ones who decides when the compactor should be emptied. He said that he still maintains that it should be emptied at a set interval. FRPOA said that they would agree to empty it twice per month during June, July, and August and revisit it if it needs to be more frequent. Peter Malia said that they can put as a condition in the approval that the issue be revisited at a later date.

Paul Beaudin said that he finds it unreasonable to put in a compactor without Site Plan Review. Paul Beaudin left the meeting.

The Planning Board continued their discussion and decided that the dumpster would be emptied weekly during the summer months. However, FRPOA may petition the Town to extend that period upon a staff person inspecting the site and conducting a “sniff test” to see if it could warrant an extension. The Town will revisit it in the fall to determine the final frequency.

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The Planning Board decided that the fence should extend high enough to not allow light pollution and undesirable sight to be seen by the abutting property owner. The Board also discussed the placement of the fence. The fence will be constructed along the southern and eastern side of the fence. There was more discussion regarding the specifics of the conditions for approval.

MOTION: Peter Moore made a motion to approve the Site Plan Review Application subject to the following conditions. Tom Adams seconded the motion. The motion carried unanimously (5-0-0):

- 1. Berm and Fence.** The new trash compactor has been placed on a concrete pad. Photos taken recently by Matt Henry, Lincoln's Planning and Zoning Administrator, shall be placed in the file and made a part of the record. A berm shall be created on the East and South sides of the new concrete pad, and a solid fence shall be erected (a minimum 6 feet in height) approximately 30 feet across the "back" (easterly side) so as to contain and shield the compactor and recycling site. The fence shall also extend approximately 40% of the distance from the Southeasterly corner of the trash compactor to Forest Ridge Drive. Both fences shall be joined at the southeasterly corner. The total height of the combined berm and fencing shall be a minimum of 8 feet from the current elevation. The berm and fencing is intended to address line of sight, lighting, screen cover, runoff concerns and noise issues. The berm and fencing shall be constructed by June 15, 2011.
- 2. Lighting.** All lighting shall be downcast lighting, designed to contain all or most of the lighting on site.
- 3. Hours of Use.** The hours of use of the recycling facility are subject to the Town of Lincoln's Disorderly Action Ordinance (which prohibits disorderly actions between the hours of 10:00 p.m. and 6:00 a.m.). Therefore, individual owners (members of the Forest Ridge Property Owners Association) shall be prohibited from dumping trash between the hours of 10:00 p.m. and 6:00 a.m.
- 4. The trash compactor shall not be emptied before 7:00 a.m.**
- 5. The recycling site shall be limited for use to the number of units currently built or approved as of this date.**
- 6. Summer 2011 Review.** The Planning Board has established June, July and August of 2011 as a conditional test period to determine the true need of the frequency of emptying the trash compactor. The applicant is required to empty the compactor weekly during June, July and August 2011, but may petition the Town for an extension via email to the Town's Planning and Zoning Administrator, who shall have the authority to extend the emptying of the dumpster for one week upon inspection. This conditional review period shall be reviewed by the Lincoln Planning Board in October 2011, at which time a final schedule shall be determined, and a Revised Notice of Decision will be issued setting forth the final schedule.
- 7. During the non summer months, normal operational standards and requirements for emptying the trash compactor shall apply.**

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

Matt Henry said that he had a request from Jeanne Beaudin to change the official record of the approved minutes from the December Planning Board meeting. He said that the official minutes say that Jeanne Beaudin stated that the Town has not hired a soil scientist to delineate all Town wetlands. However, Jeanne Beaudin said she actually posed the question to Peter Joseph. Matt Henry said that upon reviewing the tape, he determined that she was indeed correct. Peter Malia said that minutes should be amended by having somebody who voted in the affirmative of approving the minutes, move to reconsider the motion.

MOTION: Joe Chenard made a motion to reconsider the minutes for December 22rd, 2010. Jim seconded the motion. The motion carried unanimously (5-0-0):

MOTION: Peter Moore made a motion to make the following change to the minutes of December 22, 2010. Jim seconded the motion. The motion carried unanimously (5-0-0):

Change “Jeanne Beaudin said that the Town of Lincoln has not hired a soil scientist to delineate all of its wetlands so it still may be a wetland” To “Jeanne Beaudin asked if the Town had hired a soil scientist to delineate all Town wetlands. Peter Joseph responded that the Town has not”.

Matt Henry asked the Board if they prefer electronic communications or paper packets. Tom Adams said he was having difficulty with the e-mails because they are so large and Matt Henry asked if anyone else wanted paper packets. Joe Chenard said he preferred paper packets because he rarely checks his e-mail. The rest of the Board agreed that they should be sent out electronically as well as a paper packet for the evening of the meeting.

Pat Romprey brought up the possibility of creating a historic district in the Village Residential Zone around Church Street. John Hettinger asked what that would entail. Matt Henry said that it would establish a Historic District Commission that would review applications for that district. However, the Town would need to adopt it at town meeting and add a historic district ordinance in the Land Use Plan Ordinance. Jim Spanos expressed opposition to the idea.

IV. REVIEW AND COMMENT on the MATRIX REPORTS and OPEN FILES pertaining to:

The Board did not review the matrix reports.

V. PUBLIC INPUT on Specific Issues

VI. ADJOURNMENT:

The meeting was adjourned around 8:30 pm.

Respectfully submitted,

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Matt Henry

Dated: March 16, 2011

Pat Romprey, Chairman

