

PLANNING BOARD MEMBERS PRESENT: Chairman Susan Foote, Paul Himmer, Asa Knowles, Selectman's Rep. Alternate: Michael Lowry
Others Present: Frederick Welch, Town Manager, Paul Garand, CEO, Michael Fowler, Town Engineer

MEETING OPENED: Chairman Susan Foote opened the meeting at 6:10 p.m.

S. Foote announced that Tom Morgan, Town Planner would not be present at this meeting. He is a new father to baby girl, Louisa.

MOTION: Paul Garand To accept the minutes of June 16, 2004.
SECOND: Michael Lowry UNANIMOUS

CORRESPONDENCE:

- Email from Patrick Carey, June 28, 2004, to continue Case #2001-23 and Case #2002-42 until Atty. Peter Saari returns from vacation.

MOTION: Michael Lowry To continue Case #2001-23 and Case #2002-42.
SECOND: Paul Himmer UNANIMOUS

- Copy of letter from Atty. Peter Saari to Atty. Walter Mitchell, June 21, 2004, concerning Hunterlogan Realty Trust v. Town of Seabrook.

S. Foote to contact Atty. Walter Mitchell concerning two active plans for the same Map/Lot - both restaurant and motel. Must retire one.

MOTION: Paul Garand To send memo and letter concerning Case #2001-23 and Case #2002-42 to counsel.
SECOND: Paul Himmer UNANIMOUS

- Memo from Christine Soucie, Finance - questioning what case is Rizzo case. S. Foote - states Fireworks place on Route 286.
- NHDOT, June 14, 2004 - Driveway application for John Chase, Route 107. No approval, just notice.
- CLD Consulting Engineers, Inc., June 16, 2004 - New Hampshire Estuaries Project, Freshwater Wetlands Restoration and Protection, CLD Reference No. 04-0811. No response.
- NH Office of Energy and Planning Memo, June 18, 2004 - Land Use Regulation Update.
- NHDES - June 21, 2004, DES File No. 040617-02; BorderWinds Development LLC - application Site Specific Permit, London Lane, four light-industrial buildings.

- NHDOT, June 22, 2004 - Driveway application for Fred Attalla, Holiday Inn Express on Route 1. No approval, just for information and review.
- Memo from Christine Soucie, June 22, 2004 - Security agreement accepted for Case #3-46, GRA Real Estate Holding, LLC for \$45,000 Irrevocable Letter of Credit.
- NH Dept of Revenue Administration - Notice of Intent to Cut Wood or Timber - Tax Map 15, Lot 111, Lot 112 Route 286.

S. Foote - states that State Law allows them to cut as soon as application is submitted. Suggests that Town could have more stringent ordinances - stating that it must be reviewed by Planning Board and Code Enforcement at a minimum, possibly Conservation Commission. Questions if reviewing can delay cutting by 3 or 4 weeks while boards are reviewing. Aerial views in Arc View can give you a better idea what areas are to be cut. Work on getting ordinance in place for this procedure, possibly through a Zoning Ordinance.

- Memo from Town of Seabrook, Letter from Lynne & Kevin Borges, 6-28-04, Hannah Industries.
- NHDES Minimum Impact Expedited Application - Clarence Souther, 37 Cross Beach Road. Replace old shed with new shed, fill in low spots in front part of driveway to road level.
- NHDES Minimum Impact Expedited Application - William Bird, 525 Manchester St. Demolish/remove existing building deck. Construction of new single-family residence and decks.

DRIVEWAY PERMITS

- David & Helen Downs, 6A and 6B Linda Lane

MOTION: Paul Garand To accept driveway permit on 6A and 6B Linda Lane.
SECOND: Asa Knowles UNANIMOUS

COMPLIANCY HEARING

Chairman Susan Foote explains open case compliancy.

1997-16 Martin Paul Janvrin Subdivision 75 Centennial Street

S. Foote - states that minimal work has been done on this subdivision, no security agreement posted, questions any zoning changes that have come into effect after approval. P. Garand - only zoning changes would be the zoning box and the single unit on a minor subdivision. M. Paul Janvrin explains hardship and discusses his desire to have four lots with four single houses - his parents building on one of the lots. States his parents will be coming up with \$28,000 security agreement. S. Foote - offers two-year extension. M. P. Janvrin - states yes, and he will post security agreement in August, maybe September.

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S. Foote - states town policy now requires Security Agreement to be in place prior to work beginning. Explains letter of credit, passbook or CD - no insurance bonds. M. P. Janvrin - inquires about how long security agreement is in place after road topcoat. S. Foote - explains two-year Maintenance security agreement, which is 10% of original security agreement.

MOTION: *Asa Knowles* *To extend Case #1997-16 Site Plan for two years.*
SECOND: *Paul Himmer* *UNANIMOUS*

S. Foote - offers that there will be a letter addressing extension available by Friday at 1:00 p.m. M.P. Janvrin - asks when mylar is recorded. S. Foote - explains that security agreement must be in place and recording fee paid before mylar is recorded.

1997-32 Leonidas Eaton Subdivision Laura Lane

S. Foote - states bond expired 7/22/01. P. Garand - states that all lots are built out at this time. Does not know status of detention areas.

Donna Eaton - states swale needs to be finished and in the ponds, "put covers on". Explains hardship and asks for extension. A. Knowles - states that there are only two minor things to be finished on this. S. Foote - states there was a \$100,000 Letter of Credit that was released. Her records show \$1,000 currently held but that there was an expiration date of 7/22/01 on an insurance bond. Feels that \$1,000 was discharged with insurance bond. D. Eaton - states that Leonidas Eaton has money in account to finish road. S. Foote - suggests that she make appoint with Town Treasurer, Carol Perkins, bring paperwork stating there is an account with money specifically for road. Will have to renew security agreement, as original agreement has expired. She will probably need letter from Planning Board that this case is officially extended, to bring to bank. D. Eaton - asks if she has to get security agreement before finishing road. S. Foote - states that she can continue working on road, but that, at the minimum, a Maintenance Security agreement which is 10% of original security agreement, must be in place for two years after topcoat.

MOTION: *Michael Lowry* *To extend Case #1997-32 for one year.*
SECOND: *Asa Knowles* *UNANIMOUS*

A. Knowles - asks P. Garand what estimate of work to be done would be. P. Garand - states he will contact J. Starkey.

1998-11 Robt. Watts/Jas. & Marie Watts Subdivision Susan Lane
No representation.

1998-31 Jeffrey Brown Subdivision Phoenix Way

S. Foote - explained that Jeff Brown stated that he will talk with BOS, Town Manager, Building Inspector as far as feasibility of keeping road private. S. Foote - discusses desire to develop an agreement for private roads. Cites situation that they remain private roads and anyone that sells/buys lot is aware of this agreement. That at any time in the future, if they want road accepted by town, it would be at their expense to have road inspected and brought up to current town standards. S. Foote -

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further states that J. Brown is not requesting a continuance of the case. That everybody on road is happy with the dirt road. There are some issues concerning pump stations and sewer easements.

1999-11 Charles Bagley Subdivision Austin Way
 C. Bagley - states that he was ready to finish swales in late spring, but residents are happy with the way the area is finished. They have put in lawns, fences, sprinkler systems, etc. and they have young children who play outside. They expressed that they would not like to see swales in the development. M. Fowler - reaffirms that swales are on left hand side of the road. States that swales, raising manhole covers, and finish pavement is what is needed to finish project. C. Bagley - states that Bell & Flynn will be coming in before October or November for finish pavement. M. Fowler - states that John Starkey should make final decision. Cautions making major amendments to plan - citing Borderwinds. S. Foote - cautions that if plan is changed concerning swales, legally would have to post a hearing to all abutters impacted by the swales, and ask them for their consensus. States need for advice from John Starkey and an as-built plan provided and recorded at Rockingham County. A. Knowles - asks if owners in development would signoff on no swales.

Abutter - Elizabeth Falconer - expresses her desire not to have swales and states reasons as mentioned above. S. Foote - explains the purpose of swales to abutters and then suggests to C. Bagley that he prepare paperwork for owners to sign, stating that they do not want swales. S. Foote - states there is still a need to notify for Public Hearing. M. Fowler - points out the urgency to get things started as there is not much time before November 15, which is when paving plants close historically. S. Foote - suggests to C. Bagley that he continue with the road. Do the paperwork concerning the owners and the swales, obtain as-built plans. Planning Board will have Public Hearing to remove the swales. Make an appointment with Carol Perkins to get the security agreement taken care. C. Bagley - states that just recently a cash security agreement was put in place with Carol.

MOTION: Asa Knowles To continue Case #1999-11 for one year.
SECOND: Michael Lowry UNANIMOUS

2000-31 John M. Tinios Revoc. Trust Site Plan Lafayette Road
Home Depot

P. Garand - offers that he had site walk and it is almost 100% complete. Question whether water service payment has been taken care of. Items on his punch list have been taken care of. S. Foote - states need to see Carol Perkins. That paperwork states that \$300,000 is being held. Questions if amount is being held as it states expiration of 7/31/2003. No maintenance security agreement being held. S. Foote - asks if there is need to request they post another security agreement, or a need for extension on project. P. Garand - suggests two weeks to finish paperwork.

MOTION: Michael Lowry To continue Case #2000-31 until August.
SECOND: Paul Himmer UNANIMOUS

Town of Seabrook
2001-13 Timothy Johnson

PLANNING BOARD
Site Plan
No representation

June 29, 2004
920 Lafayette Road

2001-23 Patrick Carey Site Plan - Restaurant 419 Route 286
2002-42 Patrick Carey Site Plan - 30 Unit Motel 419 Route 286

Email from Paul Carey, dated June 28, 2004, asking for continuance on both applications until his attorney, Peter Saari, returns from vacation.

MOTION: Paul Himmer *To continue Case Numbers 2001-23 and 2002-42 to July 20, 2004 Planning Board meeting.*
SECOND: Michael Lowry *UNANIMOUS*

2001-38 Corydon & Alice Perkins Subdivision 2-lot Bowley Way

P. Garand - states both lots are built out, final paving is done. Applicant doesn't want it to be town road.
S. Foote - suggested to applicant that he needs an extension to finish up a few things.

MOTION: Asa Knowles *To extend Case #2001-38 for one year.*
SECOND: Paul Himmer *UNANIMOUS*

2002-12 Jutras/Seabrook Circle Site Plan Route 1

N. Jutras not present at this time. S. Foote - states this case requires \$40,000 security agreement, which was never posted. That project is over two-year time span for completing construction. P. Garand - states applicant has claimed several times that he has placed security agreement with town. C. Perkins does not have said paperwork. P. Garand - further states that he has asked Jutras to place a security agreement on project and he has not done so, to date. P. Garand is having a hard time with him finishing site plan as drawn and accepted - granite curbing is being put in at this time. S. Foote states that letter should be sent indicating that he must bring project into compliance or possibly revoke plans and occupancy permit. P. Garand - states he has not issued an occupancy permit, to this day. Henry H. Boyd, Jr. - states that he had spoken to Mr. Jutras at approximately 2:00 p.m. and is surprised that he did not make it to the meeting.

1997-40 EMC Realty Trust/CHD, Inc. Subdivision Lighthouse Way

Francis Chase present - states that project is completed. S. Foote - states that issues that board was concerned with have been done, also there was some side-dressing completed. The reason for tonight is because two-year time span has expired. Paperwork reflects that passbook was posted for \$12,000,

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expired 4/29/01, current amount held is \$5,000. F. Chase - states that no money is being held. He obtained letters from all departments stating road was complete, the last time this issue came up. The security agreement was released, closed paperwork, whole street now accepted as town road, town has the deed. There is no maintenance security agreement. S. Foote - memo dated 6/21/04 from J. Starkey stating that his concerns on Lighthouse Way were corrected, was read.

MOTION: *Paul Himmer* *To close Case #1997-40 EMC Realty Trust/CHD, Inc.*
SECOND: *Michael Lowry* *UNANIMOUS*

2002-12 Jutras/Seabrook Circle Site Plan Route 1

Norman Jutras now present. S. Foote - restates her concerns. Site plan officially expired three months ago - never posted security agreement required. N. Jutras - states that original security agreement was posted, which has now expired. N. Jutras - states that at the beginning of winter he contracted to finish granite curbing - it was finished today, now has installed shades for lights, there are two elm trees on site. Since he was last here, nearly everything wrapped up. S. Foote - questions whether project is 100%. N. Jutras - everything except dressing. S. Foote - offers three-month extension on site plan. As built is required because of changes.

MOTION: *Michael Lowry* *To extend Case #2002-12 for 90 days.*
SECOND: *Paul Himmer* *UNANIMOUS*

2007-27 Oliver J. Carter, Jr. & Hannah International Foods, Inc. Site Plan Railroad Ave.

Don Lamb present - states that he is in process of obtaining letter of credit for one year. He distributes two letters to Planning Board. One is requesting extension of one year for site plan. One is requesting that additional trailer storage be added to site plan. Additional trailers are presently on site and citing extenuating circumstances.

S. Foote - brings Planning Board's attention to letter of complaint dated 6/28/04 from Kevin & Lynne Borges, 101 Railroad Ave., Seabrook, NH 03874. Notes several issues to Don Lamb. She questions how long before alternate access will be used. D. Lamb - staking out of area within a week, possibly 3 to 4 months for road. S. Foote - asks about other possibilities that Town has discussed - alternative accesses. Questions if this has actively been pursued. H. Boyd, Jr. - offers that Hannah has first right of refusal for property presently owned by Seabrook Station that would tie in the Seabrook Station South Access Road and Hannahs. Since September 11th incident, no holdings will be sold. S. Foote - asks about purchasing an easement. H. Boyd, Jr. - states that is open to town, not private individuals. Discussion ensues as to the area of property in question.

MOTION: *Michael Lowry* *To extend Case #2007-27 for one year.*
SECOND: *Paul Himmer* *UNANIMOUS*

F. Welch - suggests that Planning Board needs to discuss this project, citing that all parties are present and refers back to memo from Borges.

Lynne Borges and Kevin Borges - states concerns that gate is never locked, with few exceptions, truck traffic exceeds the 3 per day limit, activity starts before designated times, additional storage trailers, strong odors from building. K. Borges - states one of his biggest issues is what this does to the value of his property. Additionally offers that nobody is tracking Hannah's activities, that they have been directed to and contacted many departments with little satisfaction, asks for protection against alleged infractions.

S. Foote - understands frustration, offers that it is an enforcement issue. States that Zoning Board imposed restrictions. The Planning Board reinforced and reiterated those restrictions when Hannah was allowed expansion of building. States that P. Garand has mentioned that additional trailers on site are for storage of equipment going into new building.

L. Borges - asks who enforces the 3-truck limit. S. Foote - hopefully self-policing. A. Knowles - states his distress with situation.

S. Foote - states that it is unfortunate that building expansion was primary to the new driveway. Board has strongly encouraged Hannah to pursue Seabrook Station negotiation for South Access entrance, negotiate with Florida Power and Light. Would like to see a good faith effort put into trying the access site that way. H. Boyd, Jr. asks for board's assistance by writing letter to FPL. S. Foote - states that it may be more in line to ask Economic Committee for that letter, possibly Board of Selectmen. Suggests that the Borges write a letter to EDC, with a request to be on next Agenda in reference to this issue.

L. Borges - again states concern for Hannah staying within restrictions imposed on them.

S. Foote - further states belief that Planning Board has the jurisdiction, if conditions on site plan are not being met and followed, to revoke the site plan, which removes occupancy permits. Would not want to go that route, but if this board continues to hear these complaints, this board's only recourse, because this is the board that approved the plan, this is the board that can revoke the plan and effectively shut them down because they will lose occupancy permit. S. Foote - further stresses to take the warning seriously. That this is not the first time hearing these issues, not the only abutters to complain. Hopes issue will resolve itself without Planning Board action. Know what the limits are - do not want to hear any more complaints.

D. Lamb - states that he will relay the message to Mr. Hannah.

A. Knowles - voices his concerns and gives brief history of Mr. Hannah coming before the Town with the conditions and restrictions of the site.

F. Welch - suggests that, should town receive another complaint, the ZBA and Planning Board should call a compliance hearing. If there needs to be some resolution by Planning Board, if the orders of the town are continually being violated, Planning Board should be notified, and they should call a compliance hearing to determine what action should be taken immediately by the town with regards to compliance of the site plan. The zoning board should be invited to that as they put a stipulation on originally, as part of the conditions of the property. They have more clout, as they are a quasi-judicial board.

Proposal by Evelyn & Oliver Fowler to amend Nicholas Way subdivision. Henry H. Boyd, Jr., Millennium Engineering presenting.

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H. Boyd, Jr. - states that this plan was seen informally before the Board and it was their decision to meet formally. Submitted plan without Warner Knowles review, since then he has seen it. First revision addressed M. Fowler's comments in 2002, second revision showed different utility locations, 3rd revision reflects Warner's comments. Cutting into sewer with a safer cut. Oliver and Evelyn's lot will now be served by their own water and sewer. Moved location of hydrant back 20 feet. Will require easement plan to be drawn. New plan eliminates retaining wall on railroad side. J. Starkey review states no problem with proposal at this time.

ABUTTERS - None

MOTION: Michael Lowry To amend Nicholas Way subdivision
SECOND: Paul Hammer UNANIMOUS

MEETING ADJOURNED at 8:00 p.m.

Respectfully Submitted

Melanie J. Locke-Huddell