

CANDIA PLANNING BOARD
MINUTES of September 6, 2017
APPROVED
Public Hearing

Present: Tom Giffen, Chair; Al Hall III, Vice Chair; Judi Lindsey; Joyce Bedard; Rudy Cartier; Carleton Robie, BOS Representative.
Dennis Lewis, Road Agent; Dave Murray, Building Inspector

Absent: Ken Kustra; Mike Santa, Alt.

Chair Tom Giffen called the meeting to order at 7:00 pm immediately followed by the Pledge of Allegiance.

Minutes August 16th, 2017:

A. Hall made a **motion** to accept the minutes of August 16th, 2017 as submitted. J. Bedard **seconded**.
C. Robie, R. Cartier, J. Lindsey, and T. Giffen; **were all in favor. Motion passed (6-0-0).**

17-010 Minor Subdivision Application: Applicant: Steven Tremblay; 9 North Road, Candia, NH 03034; Owner: William Tremblay, 293 Chester Turnpike, Candia, NH 03034; Property location: 293 Chester Turnpike, Candia, NH 03034; Map 411 Lot 051 Intent: To create one new residential lot.

Present: Applicant Steven Tremblay, Owner William Tremblay; Tobin Farwell of Farwell Engineering.

Abutters Present: Edith Tatulis of 305 Chester Turnpike, Candia, NH 03034

T. Farwell introduced himself; I'm Tobin Farwell of Farwell Engineering. Jim Franklin was the surveyor on this project. We came before the Planning Board on a conceptual basis awhile back and based on your guidance, you firmly recommended a separate driveway and you had no problem with creating an easement for that access way at the time. So we moved forward and have created the plan that we're presenting to you which is a separate driveway and because we wanted to have enough separation for snow storage, we do have a bit of a wetland impact and will be creating an easement centered on the final driveway location once it's determined. There's a woods road there now and in likelihood we will utilize that woods road as much as we can. Probably the ending is the only iffy part of it. As far as your regulations go, I would like to submit this letter, I'm a licensed engineer in the State of NH and I did go out there and take a look at it and I have no reservations that a septic system will be able to be sited on that lot and per your regulations I needed to submit that. This is fairly straightforward. It's a 19 acre lot (*Correction: should have been 14 acres*) and we're going to create a 5 acre lot with the existing house and create a 9 acre lot in the rear. We have the frontage but the frontage is all wetlands. That's why we'd like to have the driveway and have an easement to access the back upland. This line here with the triangles, that's the wetland line. So this would be the lot line we're creating. This is the lot as it is now, so you can see that the upland is to the NW part of the parcel. This is the existing house and this is the woods road as it exists now out to this shed area out back. So that's what we'll utilize. This is the wetland impact area that we are proposing in order to create two separate driveway access locations. We will require DES approval but we see that there should be no problem with such a small impact area adjacent to the road. This is a conceptual layout for the site and as long as we build something within the setbacks, there are no issues, there's lots of room to have this done. Because it is larger than 5 acres, no state subdivision approval is required.

T. Giffen replied correct. This has already been before us on an informational basis and we provided some guidance then. There's an excerpt from the minutes of that informational. It would appear that they listened to the suggestions that we made and came up with a conforming plan. It meets the concerns that were addressed at the informational.

R. Cartier said Mr. Chair I did the review of the application and one of the issues was the PE letter on the sewage disposal availability so that's good. Two minor things on the plans; 1.) no units on the dimensions on the driveway, it just said 30. I assume 30 feet? T. Farwell said ok. R. Cartier continued and there are culverts on there that don't have the direction of flow. T. Farwell said ok, it does flow to the South. You're talking about the Chester Turnpike culvert. R. Cartier agreed. T. Farwell said ok. R. Cartier said other than that, everything else seemed to be in order.

J. Lindsey said this is my first time looking at it and irregular jumps out at me. A big triangle in the middle of a bigger Trapezoid or something? And 200 feet of frontage on Chester Turnpike but yet the two driveways seem to be on the one piece of property. S. Tremblay responded what he was referring to was there's 400 feet here, this is all wet. So on our informational meeting they said try to have minimal impact on the wetlands. The driveway would be here but we need the easement to pass over the existing lot. J. Lindsey said so the driveway is on the other lot? T. Farwell replied yes, so this is one lot and this crazy shape is the second lot. We can't do a driveway; if we made a normal sized lot and did a driveway out to the rear, it would be all in the wetland. It would be a huge wetland impact. So we said we don't want to go for a zoning variance so we have to have 200 feet of frontage. Then to limit the wetland impact, we had to put the driveway side by side on the only usable area. We wanted to give as much upland as we could to this lot. By doing that, we had to create this unusual shape to keep this above 5 acres. No one's going to touch out here because it's all wet. It was playing with the property lines to make the numbers work. J. Lindsey said so their driveway is going through another lot. It just seems bizarre. T. Giffen replied we had an extensive discussion about that very fact and the point was raised that this is all in the family right now but what happens 50 years from now when the McCoy's and the Hatfield's are living there and they want to kill each other and share a driveway. The alternative would be the wetlands impact. If I remember correctly was there not some sort of a woods road that ran along the edge of the property? T. Farwell replied sure there is a woods road here but that's not our land. This is an access for the back property. A. Hall commented the design may be bizarre but it's legal and it works. T. Farwell replied thank you for cutting to the chase on that.

C. Robie asked do you have your easement in place for the driveway. T. Farwell said no, we'll have the wording, we're coming to you to make sure everything's okay. We don't have the wetlands permit either. We want your blessing to move forward. Ideally it would be a conditional approval. C. Robie said we do need a wetlands permit. T. Farwell replied correct. C. Robie continued and we need documentation of the easement with both parties agreeing to it or at least the landowner that is giving the easement. Is that your father? S. Tremblay said yes, he's here, we can do that now. C. Robie said we need the document. So that's the two things that I have. That's what we talked about six weeks ago. As far as the driveway and less impact and put in an easement and get the wetlands permit and we're good. T. Farwell replied not a problem. C. Robie continued a minor impact under 3,000 square feet, should be all set. T. Farwell agreed.

E. Tatulis said I'm Edith Tatulis; I'm the abutter on the other side of the right of way. These properties are under protective covenants not to be subdivided. So I wondered how it even got this far when you don't have the legal right to subdivide this property. C. Robie asked is that correct? T. Farwell replied we did our Deed research and that is not part of our Deed. E. Tatulis replied I have the covenants right here, it's that whole side of the road. T. Giffen said so that should have been recorded as part of the original Deed. C. Robie said if it's in the Deed it would be recorded. If it isn't in the Deed it doesn't hold any water. E. Tatulis replied take a look. T. Farwell responded I'll talk to our surveyor Jim. E. Tatulis replied he knows. T. Giffen said it needs to be contingent upon not having any kind of enforceable covenant that would prevent it. E. Tatulis replied another neighbor tried to do something similar and you have to get 100% sign off and it didn't happen. C. Robie said so there is a stipulation that if people sign off on it it's doable? E. Tatulis replied correct. J. Lindsey asked do you know what kind of covenant it is. E. Tatulis replied here's a copy of it. J. Lindsey asked for a copy. C. Robie asked is it a Deed that's been recorded. R. Cartier said yes, it's been recorded. T. Giffen replied it was recorded probably on just the one property. C. Robie commented if there's nothing recorded with your Deed, it is what it is. J. Lindsey replied it might be worth looking into.

J. Bedard asked do you have a copy of the Deed with you. T. Farwell said I do not. Jim was unable to make it tonight. C. Robie said if your lot slipped through the cracks there's nothing we can do about that but if it's in the Deed it's in the Deed. A. Bickum said I have the Deeds. T. Giffen said this would have dated to May 23 of 1977. So what we would have to look at is anything recorded on or after that date to see if it's properly reflected in the Deed for that property. T. Farwell said this says 78'. C. Robie replied somebody dropped it off then they missed it, it needs to be picked up on, on that lot specifically.

T. Giffen read from E. Tatulis's copy of the recording number 2282-0270 *Declaration of Protective Covenants, Restrictions and Reservations Chester Turnpike Land in Candia, N.H. Owned by Mildred W. Maxson and Lois H. Flanders* under the first paragraph it says *all lots in the tract shall be known and described as residential lots and shall not be re-subdivided into smaller parcels*. So to me that raises the question, what's the tract and what are the lots that the tract consists of? C. Robie said whatever that lot came off of for a tract. E. Tatulis replied I know the abutter on the other side of his property is on it and across the street is on it and quite a few people on the street are on it. C. Robie said somebody recorded that Deed in 1977 and dropped the covenants off; it reverts back to that Deed. R. Cartier replied I don't think it's a Deed. T. Giffen said it's a *Declaration of Protective Covenants, Restrictions and Reservations Chester Turnpike Land in Candia, N.H. Owned by Mildred W. Maxson and Lois H. Flanders* so apparently those two individuals owned a sub-dividable property and placed a restriction outline here and there's a whole bunch of other things...the number of automobiles to fit in one garage and provisions about storing garbage and noxious fumes. No travel trailers. E. Tatulis added and no swine. T. Giffen continued there's quite a laundry list of how these people wanted to protect the land that they were subdividing. *These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2010; at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part*. You'd end up having to go back and look for records of release and if there's a record of release, that also should have been recorded. A. Hall asked if he wanted a copy of that. T. Farwell said he'd make one. S. Tremblay asked what's the majority. T. Giffen said you'd have to talk to a land use lawyer in all likelihood. S. Tremblay said so there are some neighbors here does anyone have any hard feelings? E. Tatulis said I'm not crazy about it.

An unidentified neighbor asked are we all part of that lot? We can't subdivide either is that what you're saying? E. Tatulis said you'd have to see if you're on the tract. I got mine, when I bought mine I was given that and was told you need to watch out for this stuff. I wasn't given a list of who else was on it.

W. Tremblay said Brian Brock applied back in 2002. He didn't get that far. S. Tremblay asked E. Tatulis what she didn't like. E. Tatulis replied I don't want another house on the road. Two houses would abut me now. You're existing house is there and you're building right behind it and I'm right there so it's impacting me directly.

R. Cartier said it's on the Deed (*reading from the Deed of Warranty for William J. Tremblay Book 2458 Page 0507*) it says *said premises are subject to Protective Covenants recorded at Volume 2287, Page 220, of the Rockingham County Registry of Deeds; and subject further to the mortgage of record with Bank East*.

E. Tatulis said they'll be clearing and cutting; it's noisier. My house is right in the middle of my lot. (*Unintelligible question*) you can't, I have a Deed to that right of way. It's not big enough of a road. W. Tremblay said you can't have a Deed. E. Tatulis said well I do. I have a Deed. W. Tremblay responded nobody has a Deed. E. Tatulis replied the lawyer who sold me the house gave me a Deed to that property. *There was discussion regarding the right of way and Deeds within the audience*. S. Tremblay asked E. Tatulis so that being said, if they approve this subdivision, you're contention is that you don't want to have something. E. Tatulis said yes. A. Bickum stepped out to copy E. Tatulis's Protective Covenants. S. Tremblay asked when we hire an attorney, how do we find out who is on the tract? T. Farwell said you'd have to do the research. T. Giffen said we have a Deed copy right there. There's a paragraph, and if that's correct, it would seem to indicate that you're subject...T. Farwell said but that doesn't reference the material that was presented tonight. T. Giffen replied it does actually. It references the Book number. The

page number looks like a typo. It references page 220 and I'm seeing 270 and 271. C. Robie said that property might have changed hands. T. Giffen said I don't know what is on page 220 in that book of Deeds but I think further Title research is probably desirable. T. Farwell agreed, absolutely. T. Giffen said I'm going to suggest that we move to continue this until the next meeting. C. Robie said you're going to have to get a wetlands permit; you're not going to get that in a month. T. Farwell said in a month? I think it will be a permit by notification and we will have it in 30 days, I could be wrong. T. Giffen said we do not have a September 20th meeting. October 4th. We've already noticed September 20th so October 4th.

MOTION:

R. Cartier **motioned** that we continue the application until the issues brought out are resolved; continued to October 4th, 2017. J. Lindsey **seconded**. **All were in favor (6-0-0). Motion carried.**

T. Farwell said we need to get the wetlands permit and we can talk to Jim and find out the story on that and then move forward on the wetlands permit. T. Giffen replied you have a bottle neck right there at the restrictive covenant. Until you can cross that hurdle, there's nothing further to do really. You need to determine if it was properly recorded and if it was, if you wanted to go all the way, a land use attorney would tell you what to do. You're probably going to look at was there a vote to rescind it and if there wasn't and you're bound by it, that's what it is.

Other Business:

Sale of the Exit 3 Property:

T. Giffen said Carleton Robie; our representative from the Select Board is going to present some information on the sale of the Exit 3 property. The purpose is to advise the Board of what the Selectmen have come up with so that the Board will be informed and act in an advisory capacity towards the Select Board. It's not a public hearing on the sale of Exit 3 property so we won't be soliciting comments from the public however if time allows I'm happy to have questions directed to Carleton on this.

C. Robie said the Selectmen have worked on Exit 3 for approximately 12 years in our community to get something to happen over there. A little history, about 10 years ago a grocery store was discussed but it never came to fruition and probably won't happen in our community. At the last Town meeting, the Selectmen put forward a warrant article to see if the people would vote for the Selectmen to find a good buyer for Exit 3 and a proposal. They voted in March for the Selectmen to do such a thing, 681 votes to 174. People were definitely in favor of the Selectmen finding someone that would try to develop that piece of property. Personally, I've talked to the gentlemen at Wildcat for about 3 years now. There was always an interest there and they came to a point in their careers and their development off of Exit 3 on their side of the street, they saw an opportunity to do something across the street, hopefully. We worked and went to a public hearing on this first, which was my mistake, which maybe made it convoluted at first. We worked on a purchase and sale agreement; it took awhile and we were very diligent and we have all the Selectmen signatures, all five. I didn't want to come to public hearings or the Planning Board or the Conservation Commission without unanimous agreement by all the Selectmen. It took us approximately four months to get this ironed out. Everyone is on the same page. The Selectmen did ask for some limitations and that would be number 11: 1. LIMITATION ON USES. *Buyer and its successors and assigns shall use the Property in accordance with the Town of Candia Light Industrial 2 (LI-2) Zoning Regulations with the following Limitation on Uses:*

A. The site is not to be used for Industrial Condominiums.

We did not think Industrial condominiums would be the right choice for the entrance to our community; they always end up being less desirable than what we could possibly get there. We had a discussion about no outside storage for whatever facility might come there. We took that out and we wrote in *B. Businesses located on the Property that utilize ground space for limited outside storage/operations shall be maintained within containment areas subject to Candia Planning Board Regulations*. That means if they

come forward with some type of plan, which they will at some point for development, the Planning Board would be able to regulate that. I would like to say no outside storage, no outside use of the facility but you can't because for example, if Tractor Supply came. They have numerous things outside within a fenced area, which is neat in appearance. There had to be some wiggle room because the more regulations you put on there, the fewer end users you're going to get. This is a 3 year option and they will pay us a \$3,000 fee per year. Almost equivalent to what the taxes would bring us on that piece of property to continue their option for 3 years. During that process they're going to do engineering, apply for permits and source out a user. Hopefully they can do all three things. The permit process will be very expensive over there because of the wetlands impact. The engineering will be expensive and the site work will be expensive. If they can find a user that can use a 30,000 square foot facility, anticipated revenue on something like that is probably around \$20,000 to \$25,000 per year. (*Purchase price to be \$225,000 for a 30,000 square foot building*) A little over a million and a half of value and they will pay us a fee for that. And if they can find a user for over 30,000 square feet, the fee will be increased by another \$150,000 to \$375,000. Then of course the value would be more and the revenue would be more. If all goes well, that would be good. If it doesn't go well and the 3 year option runs out and Wildcat Development decides that the permitting fees are too much, engineering fees are too much and the development cost is not feasible, they will give us all their applications or permits if they have acquired them, and they will also give us any engineering drawings they have done up until that date and we will terminate the agreement and the option at that point and we'll have that information to try to move forward, hopefully not, at another time. Mr. Mayer and I and some fellow Selectmen spoke numerous times. Mr. Mayer is our attorney at Upton and Hatfield, Bart Mayer. I met with him on two occasions and spoke to him almost every week after we met to make sure we got this right. The townspeople I think would like something there and the Selectmen all agree.

J. Bedard asked there are 3 lots. C. Robie agreed. J. Bedard continued so that little one. C. Robie said that small piece is on the other side of the railroad track. J. Bedard so how would they use that? C. Robie confirmed on the other side of the tracks? Probably never. With the wetlands and the slope, there is about 7 acres of developable land on that 13 acre parcel approximately. J. Bedard asked about the paintball and they own that? C. Robie said no they're not on our property. That's privately owned. The only place for a driveway at this place because of the highway is directly across the street from the Irving.

C. Robie said this had to go to the Planning Board, the Conservation Commission and on September 25th we're going to hold our first public hearing with the Selectmen's meeting and October 9th, which follows RSA 41:14A which the warrant article was written under. At that point, the Selectmen will listen to public input and if anyone objects, they can file a petition with 50 signatures and we'd have to have a special Town meeting to see if the people wanted us to move forward and sell this property to Wildcat Development. If not, the Selectmen will wait 7 days after our second public hearing and vote once again. Then we'll finish up the deal, we'll each sign a fresh document dated 7 days from October 9th. That will be the document that we work off of moving forward.

R. Cartier asked about the option period. So in theory this could be off the market for 3 years? C. Robie agreed. R. Cartier said wouldn't a year have been better for the Town? C. Robie replied for the process that they have to go through over there to get the permits in place, engineering done and find a prospective user, possibly not. Hopefully they can get it done in a year, 18 months. If they can that's fine, but you have to give somebody willing to invest that much money and effort into our community, you have to give them some time. It probably sat there for 10 years, the last 10 years with nothing. We're going to be collecting an option fee, like somebody paying the taxes on that property, that's been sitting vacant with zero tax roll. Three years was minimal. We did go back in and we wrote in under that option that if they're in the process of the Planning Board at that time that we will extend the option for a fourth year; if they are in here in the 3rd year with a set of drawings and a plan. R. Cartier replied but this would eliminate anyone else from giving a proposal to the Town. C. Robie agreed. They have it tied up. R. Cartier responded but the Town hasn't gone out looking to see if there's anyone else who wants to purchase that property. Now that that restriction is off of it because I believe that restriction said all you could do was build a grocery, supermarket. But now since we've taken that off, has the Town done anything to look and see if there are

any other interested buyers seeing that the use is not limited, it's just by zoning. C. Robie said no, that came off and people that are familiar with it and out looking to develop, they know that that property is at Exit 3 and if they were interested...it isn't like you go shopping, there are people out there today that are in that business if they have a client that wants 13 acres at an exit, they know what's out there for land and they would come and ask us about it. R. Cartier asked so they're not going to develop it? C. Robie said yes, they are going to develop it. T. Giffen replied once they find an end user. R. Cartier replied it might just be a problem; I'll use the term "sweetheart deal" it does a lot of things in here from the Town standpoint; I would like to see something developed over there too but when you lock it up for just about 4 years and haven't gone out looking for possibilities for people to say "I'd buy that property for \$300,000 right now". C. Robie replied if they wanted it, they would have come here. I'm not sure where the term "sweetheart deal" came from. Where'd that come from? You mean a sweetheart deal for the Town? R. Cartier said no for the developer. C. Robie said we disagree then. I'm working for the Town, not the developer. R. Cartier replied if you go into item 3. *NOTICE OF EXERCISE OF OPTION: the Buyer has secured all local, state and federal permits that are required* so to me I would read that that they would get Planning Board approval before the purchase because the local permit would be basically the Planning Board's approval. C. Robie said that's correct. R. Cartier continued we've never done that before. We're giving approval to someone who doesn't own the property. They have an option to buy it but they don't own it. We can't give them permits, they don't own it. C. Robie responded they'll own it once they know, just like the people that were just here, if they come in here and we tell them that they're going to get approved, we'll do the deal. R. Cartier reiterated but these people own it. C. Robie said no, this person didn't own the property, I'm not going there. Mr. Mayer didn't seem to have a problem with that and he went over this with a fine tooth comb. R. Cartier said that's fine but I wouldn't vote to do Planning Board approval for a project that someone put in an application for that they don't own. It doesn't seem right. In section 4, it lets the buyer go in there and do all the tests and stuff even though they don't own it, because they're not the buyer, they're the potential buyer so at the bottom it says *If the results of these tests are unsatisfactory to Buyer, then this agreement shall be null, void, and of no force or effect, at the option of the Buyer.* So basically, all the risk is on the Town, if they go in there and they say well we did some tests and we don't want it. To me that's like you're saying go ahead but if you find anything, we'll just negate this. A purchase and sale to me is as long as its land they want to buy, they should be taking the risk. C. Robie and J. Bedard said they are taking the risk. They're giving us \$3,000 to do the research. C. Robie reiterated they are taking the risk. They're going to do the engineering, development, dig the test pits and get the permits. If they go over there and the State of NH says that the wetland impact fee is \$225,000, they're probably going to say this land is undevelopable for us. They're going to say our option's up, here you go. But now we know. The Town knows something; we gained information from their expense. That's why this is a "sweetheart deal" for the Town. R. Cartier reiterated but they don't own it. C. Robie countered that's fine. They own it according to a document signed by both parties and legally bound. R. Cartier disagreed, no it's a purchase and sales agreement, they didn't buy it, they're potential buyers with an option to buy. C. Robie responded if I buy a house lot on the contingency that it's sub-dividable and it perks for a septic system, I do all the work. I find out if it does what the agreement says and if it perks and will pass a septic system design, I'll buy it. If it doesn't, I'll say I don't want this because it didn't meet the regulation. R. Cartier replied I still think in most cases it's going to be people who are buying it, I don't like putting the risk on the Town, which I think it is. C. Robie disagreed. I don't think there's any risk, the Town is free of risk. They're the guys who are going to lose money if they spend money on this project and don't go through with it. R. Cartier disagreed. Same with number 5. *RIGHTS TO PERMIT LAND DEVELOPMENT OF THE PROPERTY.*

J. Bedard commented their giving us \$3,000 up front. C. Robie confirmed every year, starting when this is done. This is irrelevant to what the Planning Board needs to be discussing. The Selectmen have agreed to this, along with Mr. Mayer on a legal document. R. Cartier replied they can. The law says the Planning Board gives recommendations and that's what we're doing. We can't approve any plans on property that somebody doesn't own. C. Robie replied Mr. Mayer will work that out for the Board when

the time comes. R. Cartier continued and then the closing of the purchase and sale agreement. It says *CLOSING OF PURCHASE AND SALE: If the option is exercised, the closing date shall be within ninety (90) days of the exercise of the option or within 10 days of the time of the issuance of a building permit, whichever occurs first.* I read that as their going to obtain a building permit before being the owners. I don't see how they can do that. C. Robie replied well the Town can issue a building permit on Town property anytime they want for whatever reason they want. R. Cartier argued sure but it's got to be to someone and the only thing the Town can do is give it to the Town, unless they're developing it and building something. C. Robie replied and that could happen and then it could be handed over. Here we go the Town of Candia has a permit for this facility on this lot and now we're going to give it to you when we sign the Deed. R. Cartier said the Town can't transfer a building permit. Dave? D. Murray replied I think we're way off track here. These guys aren't coming in for a building permit; they're just going to research the property. R. Cartier replied it says *if the option is exercised.* D. Murray replied but at that point, they'll have purchased the property. If they get it to a developable point and come up with a plan of what they can get and have a user, at that point, I would think they would purchase the property. C. Robie agreed, most likely. R. Cartier replied and then get the permit. D. Murray replied sure. The building permit, yes. There will be more steps but at this point, they're going to put out all the money and pay us money at the same time and do all the research on this property that we own and see if we can actually do something with it or not, or them. R. Cartier said when Denais bought the property; he didn't do it contingent on having all of these tests done. Romeo Denais, he originally had the land across the street where First Stoppe is, he was going to build Industrial condos. C. Robie said another lot, another scenario. J. Bedard asked why bring it up? R. Cartier replied it's that he bought that property and it wasn't contingent on doing tests and all this other stuff and then be able to back out of the deal for whatever reason.

A. Hall replied by the same token, hypothetically, if an offer came in to the Town office to buy that, we would have to refer them to First Stoppe.

T. Giffen said to the option holder, correct. D. Murray said I don't think we've seen anybody in the last 10 years. T. Giffen said I can see why Rudy would feel that the prospective buyer isn't taking on a huge amount of risk. On the other hand that property has been an albatross; it's been hanging around a long time. There's been little to no interest and right now, although it seems to give an awful lot of free reign to the proposed option holder, the fact of the matter is half a loaf is probably better than none. Yes it's relatively cheap. Yes it allows them to tie it up for awhile. But on the other hand if they have to spend a bunch of money just to figure out if anything can be done, that may be factored in. It would appear that a negotiation took place to be able to bump up the purchase price if they are able to get more out of this deal. So that's a positive to me. If you look at it from a risk reward standpoint as a prospective buyer, someone showing up saying that might be a good property on which to speculate. However, I don't know if conditions a, b and c can be met. Therefore, I'm going to look at the probability as a prospective buyer. Let's say I think there's a 30% probability that that thing is going to be a Florida swampland, at that point, I'm going to adjust the offer I would make, way down and only offer \$150,000 to buy it outright with no conditions. So the fact that we have the potential to get \$225,000 or \$375,000 by doing some risk shifting, it's either that or if you find a buyer who's willing to just roll the dice and not have any conditions, you probably aren't going to get that much. The market for that property has been extremely stagnant. We haven't had commercial brokers knocking on our door. I know some and I've had conversations with them when I was a Selectmen. You need a certain type of demographic driving past to make it viable to invest money. That's why Market Basket isn't already there. That's why Trader Joe's is on a busy street with a traffic count of 50,000 or more. We haven't had anybody showing interest in that. It's dead in the water. The chance to get something for it is more than we've had for a long time. I'm willing to respect the ability of the Selectmen to negotiate, respect the ability of Bart to vet this agreement, and let them give it a shot. Worst case scenario is we end up exactly where we are plus we've got \$3,000 for one year. C. Robie added plus engineering drawings and permits. T. Giffen continued so we have something there.

R. Cartier asked with the increase from \$225,000 to \$375,000 on 7. C that it's going to be *within 10 years* are they going to do an escrow or a bond or anything to the Town. C. Robie said the Planning Board

will document that in the first set of drawings that are approved. If they come in and ask for 30,000 square foot building, they're going to pay us that amount. If they come in within the next 10 years, that 7 acres, maybe there will be more than one pad there and they can get another dwelling, when they come back, they're going to pay us the balance. R. Cartier said so we can put that as contingent, a condition of approval for the plans. C. Robie replied certainly. You've seen what they've done over there now. We have a pretty good chance of something happening over there. Tom mentioned limitations and the people voted 674 in favor out of 800, 900 voters to sell that. We went from a specific grocery store to giving the Selectmen the authority to sell this under 41:14A. It's Light Industrial, it's perfect for Light Industrial and they can't come in and ask to change the zoning according to this document. They're going to build under Light Industrial II according to the regulations today. Not come back 2 years from now and say we changed the regulation we can put in a 50 unit high rise apartment house. We're not going to do that.

A. Hall said can we just summarize and say that we've discussed it a length and we have no objections to the contract.

R. Cartier continued there are many times where the Planning Board asks for road bonds etc. can we put that as a requirement. C. Robie replied yes, in the planning stage. R. Cartier said we could require a bond. T. Giffen said we can't bind a future Board now but it's probable that there would be something. C. Robie suggested we can require a restoration bond. Just like they paid us a little bit for the gas station, their second time around and the first time the restoration bond to ensure that the project gets completed to a satisfactory stable site if it doesn't get finished.

T. Giffen said it seems to me that there's always risk on the part of a buyer or a seller on any transaction and in this case there is some risk sharing that's been taken on in order to improve the price a little bit over an arrangement where all of the risk would fall on the buyer. The lot has some questionable characteristics and the marketability of the plot is certainly questionable. However, we're rolling the dice and they're rolling the dice too. They're going to have to invest money to figure out what can be done and they're not going to be able to recover that money. R. Cartier replied so just to summarize, with my concern that it's going to be tied up for up to four years, at least we're going to be getting something every year. C. Robie reiterated the option agreement is \$3,000 a year. When the agreement becomes null and void, whatever they've done as far as engineering and permitting; becomes the property of the Town. It says that. R. Cartier said so basically you're renting this to them. T. Giffen and C. Robie said it's a purchase option. C. Robie commented the Town of Candia was never going to spend the money to go out and engineer that property...R. Cartier agreed, absolutely not. C. Robie continued and get the wetlands permits and make it pad ready to become a saleable piece of property. You need a public and a private partnership of some sort, which this really isn't, because this is a purchase and sales agreement with an option, but as far as I'm concerned, we have chosen the best partner in our community that would be able to do such a thing and make it happen. T. Giffen said Mr. Sobol has engineering expertise on his own. C. Robie replied they are both engineers. R. Cartier thanked Carleton for his explanation. C. Robie said there are some good things here for the Town. R. Cartier agreed, now that you've explained them to me, I'm more comfortable with it. That's Light Industrial? C. Robie said (*Light Industrial*) II. R. Cartier asked will that allow for commercial too. C. Robie said yes. Manufacturing, commercial. It doesn't exclude retail. It was zoned commercial, retail. It was zoned for a grocery store; it would be zoned for some type of retail, which was the intent here.

T. Giffen said there's a laundry list here (*referencing the Zoning Regulations*), service establishments and retail stores are permitted in LI-II. General service and retail establishments, supermarkets, laundromats, florists, I could go on. No funeral homes. Business and professional offices and banks are permitted. Restaurants, drive-in restaurant, refreshment stand, outdoor commercial and recreational facility such as a driving range or a swim club. Gasoline stations, car washes, boat yards and marinas. Industrial and transportation, manufacturing, assembly processing, packaging, researching, testing; the list is quite lengthy.

J. Lindsey thanked everyone for the good discussion because a lot of ideas were brought out and we can feel good about this. T. Giffen said it's not a spectacular price but it could be a lot lower if someone

were to buy it outright right now because they're buying a pig in a poke. C. Robie said the price is compatible. If you look at the values of the property along there where the steel manufacturing place is, the place that Mr. Goff built on the hill, the value of the property of the gas station and Mr. Hobbs' land value next door. If you look at those land values, we doubled the price of the value of the land in the offer. Those lots are worth \$120,000 to \$130,000. From assessed values. We could find out if they spend some money over there that that land has zero value. I hope not, for their sake and the Town's sake. But if that wetland permit is astronomical, it might not be feasible.

C. Robie asked Tom Giffen are you going to have Andrea send over a letter to the Selectmen's office. J. Bedard asked do we need a motion. T. Giffen replied there's no motion. I would simply have Andrea send along a copy of the minutes indicating that we discussed it and discussed a range of concerns contained in the minutes and this is the input we've provided. It's purely advisory. I don't think a formal recommendation's needed. If the Select Board would like a formal recommendation we could draft something but I think the minutes are sufficient. C. Robie said no that will suffice I just hate to have nothing that's documented. We can do that, we can use the minutes if you like. Public hearing on this will be September 25th and October 9th at our Selectmen's meeting.

MTAG August Report:

T. Giffen said the Municipal Technical Assistance Grant; we got a \$10,000 grant by putting \$2,500 up front, so \$7,500 of it was provided to the Town at no cost. The purpose of that grant was to hire a professional planner to go through and work on some specific items that were raised as a result of the Master Plan work. So we have a status report of what they've done, a summary of completed tasks.

Summary of Completed Tasks:

1. *A Steering Committee of seven members was established to oversee the project and make the executive decisions on the frequency and form of public outreach and engagement and on the drafts and final zoning proposal. The Committee held its first organizational meeting on June 27th to review the purpose and goals of the project. The Committee met twice in August to develop a Public Outreach and Engagement Plan. The Committee also began planning for the first two Public Input Sessions that will be held on two consecutive Fridays (see Attachment #1).*
2. *The Planning Consultant prepared a poster (see Attachment #1) and a survey questionnaire (see Attachment #2) for distribution; these were reviewed and revised by the Steering Committee. Committee members have distributed copies of the poster at various locations around Town. On Saturday, August 12th the Planning Consultant set up a table with copies of the questionnaire at the Candia Old Home Days and spent the day engaging the public in discussion about the project.*
3. *The Town's web manager has created a link on the Planning Board page for documents and other materials related to the project, including meeting notices, minutes, agendas, etc. The Planning Consultant provides her with the materials, which she then posts. The questionnaire has also been put online at Survey Monkey and the posted questionnaire contains the link to get to the online survey. To date, 34 responses have been received.*
4. *On August 25th the Planning Consultant met with staff at the Southern NH Regional Planning Commission to review the project and explore how the RPC could assist with the provision of certain mapping products as well as data analysis once a defined study area has been identified.*

T. Giffen summarized so they've accomplished 4 significant things but to me they're still in the information gathering and evaluation phase. They're moving forward, something is being done and we're getting something for our money. T. Giffen continued:

1. What Questions Have Come Up That Are Still Unanswered? Nothing at this point.
2. Are There Areas Where We Feel Progress Is Not Being Made? Not at this point.
3. Has Anything Come Up That Surprised Us Or That We Could Have Included In The Application? Not at this point.

T. Giffen said I have a copy of the poster and the questionnaire. I'd be happy to share that with any members of the audience should anyone have an interest. C. Robie asked the Chairman to announce the dates of the two public meetings. T. Giffen announced Friday, September 15th at 6:30 P.M. at the CYAA and Friday, September 22nd at 6:30 P.M. at the Moore School. Light Refreshments will be provided.

A. Hall said this notice is also published on the board here and at the library, bank and the post office.

C. Robie said one quick thing if we're talking about the Candia Central Village, we did get accepted on the NH DOT ten year list for road reconstruction and feasibility to do something about the traffic at our two intersections and our four corners with some type of road reconstruction. There are a couple of meetings coming up; one in Manchester, Nate Miller from SNH is going to attend, along with hopefully some people from the Transportation Committee that worked on that. I think they're trying to put together a date. All this works into the Master Plan and that's what we're here for, planning.

Moore School Sign:

R. Cartier asked I had a question on the new sign over at the Moore School and for some reason, I just thought there was something in the planning regulations on that. I think we need to define animated because according to our sign regulations, there's *no flashing or animated signs shall be allowed in any district in the Town*. I looked at it as an animated sign because things change on it electronically and it has the capability of scrolling and things like that. I'm afraid because we allowed that, it will be much easier for someone to come in and put up that same thing and say, "that's an animated sign, you've approved it, if you don't approve it for us, that's not fair". T. Giffen said it never came before the Board. D. Murray replied it's not an animated sign. If you check out the definition of animation, it's moving. R. Cartier said we don't have a definition of animation in the Planning Board. C. Robie replied we have the word, animated, you can look it up. R. Cartier said that's an animated sign. D. Murray replied I questioned that too and researched the definition of animation and the definition of animation is like moving characters and whatnot. If they were scrolling it from sign to sign fast enough, I'd almost take that as animation. R. Cartier replied that's where we need to be careful. Because of the new technology with digital signs that change the message all the time. D. Murray said it probably has the capability of being animated but it can't have animation on there. R. Cartier replied if someone says that's an animated sign because it changes. T. Giffen suggested that it be raised as an item for the Zoning Review and Revision Committee and try to define animation in a legal sense for the Town's purposes and we may want to consider such elements as the number of frames per second. A. Hall said I suspect the authority of the School Board and the administration are well aware of the situation and very sensitive to the subject and will take all due steps to prevent any wild things from appearing on it. D. Murray said I was afraid the kids would hack into it and have real choice things to say. C. Robie said they may yet. D. Lewis replied when they read the minutes and hear the comment they'll have the idea. T. Giffen said planting a seed.

MOTION:

A. Hall **motioned** to adjourn at approximately 8:10 pm. J. Lindsey **seconded**. **All were in favor. Motioned carried (6-0-0).**

Respectfully submitted,
Andrea Bickum
Land Use Secretary
cc file