

OFFICIAL CONSERVATION COMMISSION MEETING MINUTES

January 11, 2016

S. Couture called the meeting to order at 4:00 p.m.

Attendance: Steve Couture, Chair; Cindy Robertson Vice-Chair; JoCarol Woodburn, member; Deborah Miville, alternate; David Ross, Town Council Rep.; Phil Fitanides, member; David Hess, member (4:06 PM); Todd Lizotte, alternate (4:08 PM)

Public Input

None.

Meeting Minutes

P. Fitanides: On page 5 it says, “As our Council Rep., is this information you can request at the Council? Can you express to them that we are going out to bid in January and we need certainty of what we can and cannot do near the Rowing Club?” I want to inject there that the problem in the past was when they were running events there. That’s what caused them to move to Allentown because we had a problem with them reserving the parking for themselves during their events and they were making Hooksett residents move out of the parking lot, not allowing them to park. I objected to that. I don’t know where in the past Council minutes from between 2003 and 2006, there is a discussion of the residents of Hooksett and the parking issue relevant to the Rowing Club, of which I was a committee member.

S. Couture: It wasn’t included in the discussion but it’s a good point and something we need to consider in the future. This was a discussion about the fence location, specifically, which I think is referenced earlier in the discussion, so it has some context.

D. Ross: Just as an aside, I would propose that you make a motion that there be some stipulation or understanding between Conservation and the Rowing Club about the parking issue. If you formulate something for the next meeting, maybe I could bring it to the Council. If there is an issue it should be resolved before we build the trail.

S. Couture: I’ll follow up on that after we finish with the minutes.

C. Robertson motioned to approve the meeting minutes for December 14, 2015. Seconded by D. Ross. Motion passed.

S. Couture: Just to add to that, Dean is trying to set up a meeting with the Rowing Club to talk about the Town's agreement with them and also the fence issue. At the same time, I would have to look through the existing agreement whether there are stipulations there about what they're authorized to do or not do. If there isn't anything specific about parking, we could address it at that time. We'll have an opportunity to negotiate parking when we go over the agreement with them.

Appointments

a. Dan Tatem, Stantec, Merrimack Riverfront Trails

i. Construction Bid Documents

D. Tatem: We have a set of plans and bid documents for Phase I for going out to public bid on January 14th, this Thursday. We are providing a month for bids to be prepared and submitted. The bid opening will also be a Thursday, one month from that, at 2:00pm at Town Hall. Whoever can be there would be great. There's no requirement that the board be there but it's good to have a representative of the Town there, specifically with signing authority. We will not sign agreements at that bid opening but we will announce the bids, the person bidding and their total price. Then we will log them into a handwritten table, announce the apparent low bidder, and then go back to our office and review all the bonds to make sure everything is appropriate, review all the documents and call references. It's important to know that if you have a number of bids that are very close but, say, the lowest bidder has terrible references, you don't have to choose that contractor. Due to poor references, you can pick someone else that's not the low bid. The documents will be put up on the town website. We have found that that almost never gets a bid. It will be a public bid announced in the paper. We will provide a copy of the advertisement to Carolyn tomorrow as long as this is approved tonight. That will get posted in the Union Leader or whatever newspaper you choose. We will notify the Dodge Reports and a couple of other standard construction advertisement companies. Those are free. The town will cover the ad in the Union Leader as a part of their expense. The plans will be available in our office. We will keep a log of who picks up plans. The bids are due by February 11th at 2:00pm. After we review the documents, there will be an agreement that they sign, then they provide all their bonds, then we review them and sign the full agreement. What would be good for scheduling purposes would be for you to have an approved authority by the board to sign these so you don't have to wait until the next month's meeting to sign the agreements. That's typically what happens. If that's what you are comfortable with that will save time, or you could hold a special meeting. That's up to you. That's the bid procedure. The important part of this schedule is that you have a contractor signed up, bonds in place, and a required pre-construction meeting so that the first thing that has

to be done is the tree clearing by March 31st. We can't miss that deadline date. You only have one short section of woods to be cut but that needs to be done. We can't afford any delays from this process. Does anyone have any questions on the dates and procedures?

D. Ross: Is the tree clearing done this March?

D. Tatem: Yes.

D. Ross: Is that lined up already?

S. Couture: That's part of the bid contract.

D. Tatem: We are set up with these documents that hopefully by July you will have a bridge in, trails built and a boardwalk done. You don't have to do anything. You've already signed a contract with us to manage everything. The only thing you have to do is approve pay recs. The contractor will come in and get to point A, point B, point C and submit a pay rec saying they've done that work and want to get paid. We monitor the work to make sure it's done appropriately. They provide all the paperwork and we recommend to you to pay them. That will probably be at your meeting. If it happens to be the day after the meeting, that's why you may decide to have one person authorized to make that agreement if you're comfortable. Otherwise, you will have to wait until the next month. That would be an agreement we make with the contractor.

D. Ross: Anyone who does business with a municipality knows that's how it is.

D. Hess: So you envision the work up to middle field where it crosses the wetlands will be in by the end of the summer?

D. Tatem: Yes. Our estimate right now is around \$280,000. You had \$270,000 and then you lost the \$20,000 from the Moose Plate grant that didn't come through. I didn't know that the \$20,000 was included in the \$270,000 so we cut the plan off at that intersection to \$280,000 to meet your budget. Let's see how the bids come in. You can still select the low bid with the good references and we will just pare back the scope a little bit to meet your budget.

J. Woodburn: Who is going to select the supplier?

D. Tatem: You make all the decisions. We make recommendations but you make the decisions.

D. Ross: You mention the monitoring you will be doing, is that included in this contract?

D. Tatem: Yes.

T. Lizotte: There are two contracts. One has been issued to Stantec for management of the project. The second one is the bid that's going out for construction and will be in by February?

D. Tatem: Yes, February 11. That gives them a month to review and put their bids together.

P. Fitanides: You sent us out something with bridge plans. What do we need to look at?

S. Couture: I sent it before the holidays and sent a link last week to the plans and specs. Tonight we need to decide whether or not to move forward. I reviewed it and provided some pretty minimal comments. The town engineer looked at it and had no comments. There will be no sending things out again unless there are lots of concerns.

D. Tatem: After these documents officially go out, it's called an addendum. Contractors will look at these plans closely because they are putting their dollars on this. They will find things in here and there may be addendums because they ask questions and it makes a difference in their price. If you find something wrong in the plans, let me know but if you want to change the location of a trail, it's too late for that. For a point of clarification, we are going with 1 inch of stone dust instead of 2 inches. That was a recommendation from Ron Corriveau. When it's wet, 2 inches of stone dust can get pretty sloppy. If you're good with the process, we can talk about the plans. I can give another summary. I can go over a few minor things that have changed. There's been discussion about the boat club. We had assumed that the fence was staying there and we were clearing the necessary trees to get the trail in. I'm glad Dave Ross brought that up because those two trees are pretty significant. If we can't move the fence, you can still get an 11-foot wide trail in there. I'm hoping Dean and the Rowing Club can reach an agreement and we can move that fence about 3 feet. If we can't move the fence, the crane can go over it, or worst case scenario they take the fence down temporarily and put it back up where it was. Hopefully they let you move the fence because the plans currently call for 3 feet. That was probably the only real big change. We got two key permissions through the state. The Army Corp permit was delayed because Fish and Wildlife was backed up. We waited a month to a month and a half for a response and got nothing. We made phone calls and now we got the permit. You're completely permitted now and everything is in place.

S. Couture: Just so everyone understands, DES issues the wetlands permit but that's delegated authority from the US Army Corp of Engineers and they have the final stamp of approval. Usually there's only a 10-day difference, but like Dan mentioned, with this one there was delay.

D. Tatem: Yes, the eagles were the issue but now we're good. The other thing is the Shoreland Permit. When we estimated the total disturbance area within the 250-foot setback, which is what you pay the fee for, we didn't include some lay down areas for construction stockpiles and

equipment storage, which technically will be disturbance. We contacted them and, because you are fee-exempt because it's a town trail project, there was no fee. That was taken care of. The big item is the boardwalk. Hopefully, the bids come in and you can afford to do that in this phase. As long as you can, we got special permission. Normally, all the wetland crossings are done in the fall when the turtles leave for deeper water. Since it's such a short project and the bridge is such a big cost, that bridge would be done at the same time as the trail so the contractor wouldn't have to start and then wait until October to come back. We got permission, as long as it's encompassed in solid silt fence so the turtles can't get in. The morning of construction we will confirm that no turtles are in there. You are significantly reducing the chance of harming that protected species.

D. Hess: I didn't think we had Blandings turtles on site. I thought they were just in the vicinity.

D. Tatem: Our specialist said this is prime habitat so there's good chance they are there. We took the added precaution for a little extra expense. We didn't want to have to mobilize all the work twice. So, those were two big permissions we got. This will streamline and help keep the cost down.

J. Woodburn: If you see turtles in there, will you move them?

D. Tatem: Yes, in the RTE (Rare, Threatened and Endangered Species) report, you are allowed to pick them up and relocate them. Another thing that we added, which Steve was very diligent in working with both Mr. Therrien and Ms. Smith, was to get those access easements, which is going to save you a ton of money. The big risk to the town is that the Smith easement was negotiated so that with 48-hour notice, she can retract the easement agreement. The way the bid was written is that if the contractor's actions cause her to shut off the access, then the contractor pays for the additional access. If she decides to shut it off for any other reason, then the town pays for the additional access. You never know, that secondary access could cost as much as the first phase. Let's hope it doesn't go there, but I want to make sure that you're all very clear of how that memorandum of understanding is written with her.

D. Ross: That's a big risk.

D. Tatem: I think the temporary easement is a huge thing for the project. I think as long as we're careful, she seems like a very reasonable person. She was very kind to give the easement because she didn't want anything in return, just that her property is left the way it was.

S. Couture: The concern from her point of view is that she is constructing a house on the property that she purchased and she doesn't want our project to stall her project, which seems reasonable, and that is the intent of the opt-out language.

D. Hess: Can we go into non-public session to further discuss this? We are talking about potential future contractual relationships involving the town and money and I think this warrants non-public session. There are some questions I would like to ask that I wouldn't like to have on public record.

S. Couture: I guess I'd ask for some advice on whether or not this is non-public material because we've already negotiated the agreement.

D. Hess: We are talking about subjects that a bidder will be very interested in and will look at. I would like to have some frank discussion that I don't think should be in the public record. They are questions that may flag potential liabilities for the Town or us.

S. Couture: Which section of the RSA would we cite on that?

D. Hess: It would be dealing with negotiations. Carolyn, can you look it up?

C. Cronin: I'll pull up the RSA.

S. Couture: Yes, I don't have the RSA in front of me, so I want to make sure we go into the right section for the right reason. Could it wait until after the public session?

D. Hess: I'm just concerned that a lot of the things we are talking about casually here could be detrimental to the bidding process from our perspective.

S. Couture: While she's looking it up, let's not talk about the access then. Is there anything else that you need to brief us on as far as the project?

D. Tatem: Another item that was added relatively last minute, at Steve's comment, was the bollard. We had talked about it before, but it didn't make the plans; that was my fault.

S. Couture: It's basically a straight pole in the middle of the trail to prevent vehicles from going up.

D. Tatem: Yes, the bridge is 12-feet wide. You could easily drive a truck down it, but it's not going to be weighted for vehicular loads for safety purposes and to keep people from driving out there because they shouldn't be. The bollard is rectangular, it will be painted safety yellow and it gets set in concrete. At the finish grade it has a pin and at the top is a nut like you would see on a fire hydrant, so you need a water key. You toque it a bit, it springs up and you can lay it down. The police and fire departments will have that wrench so they can lay the bollard down and drive

through. If it happens to get hit by a vehicle, it will also shear off and break so somebody could actually drive through it and you replace the shear bolt. It has to break away for safety and emergency vehicles.

D. Hess: Is just one bollard enough to preclude other motorized access and snowmobiles, or do we need more than one?

D. Tatem: No, there's been a lot of discussion of allowing people who snowmobile on it now to snowmobile in the future.

D. Hess: They would access it through Therrien's side, not the trailhead.

D. Tatem: You can put in four if you want, but right now there's just one in the middle. You would probably need about three across to prevent a snowmobile from going through it.

D. Ross: Maybe two would be sufficient to give motorized vehicles the idea that you don't belong here. Most snowmobiles in this area are very responsible because it's so heavily populated. We have to keep in mind the cost.

D. Tatem: I would guess one bollard is \$400-\$500. I don't think it will look good with three bollards. I would recommend putting two in now or put one in and if it's problem, add more later.

Consensus to add three additional bollards to the trailhead.

D. Tatem: An alternate item, which we discussed before, was adding 5 ¼ by 6 decking on top of the bridge decking for the boardwalk. It's not part of the base bid, but if you decide to do it, we can give you a price. If you find there is a lot of snowmobile use, you could have a boy scout do that project. It's not a major component but it's in the bid. Just so you all understand, the boardwalk is fully designed by us. The pedestrian bridge is called a performance spec. The contractor is required, as part of his bid, to go to the supplier and get stamped shop drawings that meet the requirements in the plans. We designed the concrete abutments they sit on. Our geotech was involved in the bearing capacities. We've coordinated with the bridge supplier to see to it that it's the right depth to set the bridge on, the bolt patterns are correct, so it's a no-brainer but still the stamped shop drawings will be submitted by the contractor for us to review. Contech, which is the bridge you decided to go with, helped us out with the spec for it or an equal provider. If there's another company that provides a bridge that's exactly the same and cheaper, they can go with it. If you say Contech only, you limit yourself. I know a big discussion was the wearing course on the bridge for an extra \$8,000. We went with the ironwood, which is called IPE. It's a very dense hardwood that extends the warranty on the bridge. The rest is all

weathering steel and we added two rub rails and a handrail. The handrail will be mounted with stainless steel hardware on the rub rail. That's really the only change as far as the bridge. We talked at the last meeting. You will have one pull off area. At Dave's request, we moved the pull off area to the river side. It shows benches and a reader boards "by others," not part of the contract. We designed phase 2 including the ag bridge, but didn't include it in these plans because they are not bidding on it. When phase 2 comes up we have that.

D. Hess: Does this contract include replacing the culvert at the north end of the middle field?

D. Tatem: No, that will be in the next phase. I drove my car over it so I know it's stable. Those type of culverts that have more cover over it experience less point loading. It's spread out by the gravel. With your fields getting mowed on a regular basis, you might choose to go in, or ask the famer who has access, to fill it in with gravel. That wouldn't be a bad idea.

S. Couture: Any other general questions before we move on?

D. Hess: I'm not sure that the RSA covers negotiations on contracts, only on the acquisition, sale or lease of property.

S. Couture: Thanks for checking it out.

D. Ross: That is a concern and I'm not sure how it should be addressed. I can't help but feel a little uncomfortable having the word "if" hinging a \$200,000 decision.

D. Tatem: Let me put this in a different perspective for you, if you didn't have that access easement, you'd be going through Therrien's property regardless. That would be part of the project. Gambling that you have the access and everything goes well could be a huge payoff. If you lose it, you'd have to pay for that anyway and you'd lose the boardwalk in this phase. Otherwise you'd spend the boardwalk money getting the access. I just want to be forward with you and totally honest that it's not a bullet-proof access easement. If we were writing it, we would recommend against the way it was written, but she didn't agree and it's better than not having one at all. Contractors know this stuff. We put it in the bid very clearly because we are covering everyone. There is a note about the alternate access.

D. Ross: 48 hours just seems like such a short amount of time. Could it be at least a week?

T. Lizotte: I think it's really about communication. Just touch base with her throughout the process to see if she has any concerns. That will make her feel better and keep it moving.

D. Tatem: Yes, I'll keep her in an email loop and call her so she knows what's going to happen, especially during the bridge delivery. That's when we will really need that access. We will be in direct communication with her for the whole process. I understand very clearly how important this is.

S. Couture: Yes, in doing this process I have learned that the key, when dealing with other people's properties, is that you cannot over-communicate. I think if we are on top of communication, we will be fine.

D. Hess: Would 48 hours allow our contractor to demobilize and get his equipment back onto Merrimack Street?

D. Tatem: Most likely. They will need to remove their equipment. It will be an inconvenience, but it's not impossible.

S. Couture: What I was thinking, unless you want to get back together to meet to approve things, would be to delegate authority to me or someone else.

D. Ross motioned to authorize the Chair to sign off on pertinent documents necessary for this project and to authorize him to enter into a contract not to exceed \$250,000. Seconded by C. Robertson. Motion passed. T. Lizotte abstained.

D. Tatem: The Conservation Commission has the authority to sign the agreement and it doesn't have to be done by the Town, correct?

S. Couture: Yes, the money is from the Conservation Fund

D. Tatem: All I'm doing is changing the two bollards to four. We will provide a paper copy of the bid to be viewed here. Please don't give it to anybody. They pay to get these. This has a set number assigned so we keep track of them.

D. Hess: Is there a changed latent subsurface conditions clause in the contract? Generally when you have any kind of excavation for construction, you provide sample borings of the subsurface conditions and if, in fact, the contractor encounters conditions that are substantially or somewhat different, then they are entitled to request additional compensation. I was curious because that can be a cause of major controversy and cause additional expense.

D. Tatem: There is a clause that talks about unsuitables. I'll check to see if there is another clause that talks about excessive unsuitables.

P. Fitanides: Is the spec book online?

D. Tatem: Yes, it's on the FTP site that only you have access to.

P. Fitanides: Do you have a water table count?

D. Tatem: Yes.

T. Lizotte: For clarification, Phil, are you trying to say you want to give people access to the online bid?

P. Fitanides: I just want to be sure what we are able to do if we find someone who might want to look at it.

D. Tatem: Send them to our office or have them call me. These are not for public view.

S. Couture: You can point them to the advertisement for the bid and they can follow the instructions how to respond to the bid.

P. Fitanides: OK , thank you.

T. Lizotte: How much is the bid package?

D. Tatem: \$50 and we can mail them for \$15. There will be a set in the town office that someone can look at and if they want to bid, they come to our office.

P. Fitanides motioned to approve the bid package dated December 2015 with the changes discussed at tonight's meeting to go out January 14th by Stantec. Seconded by J. Woodburn. Motion passed. T. Lizotte abstained.

D. Tatem: This is an unusual project. I'm hoping we get 5 or 6 bids with this timing.

D. Hess: We should contact NHACC, Forest Society, and all of the regional conservation commissions.

D. Tatem: The more publicity we can get the better.

T. Lizotte: I would just be concerned that if it's people you know they need to understand it's a bid process.

D. Tatem: We do this all the time. Even if you are friends with contractors, we are not and we will hold them to these plans.

S. Couture: Yes, if you know someone, steer them to the bid contract.

D. Hess: Should we do a press release about the bid?

T. Lizotte: The ad will be there for people. If we post a press release, we may get a bunch of unqualified people bidding.

S. Couture: Dan, your feeling on this, do you think the avenues that you usually use will be sufficient to get what we need?

D. Tatem: The last project I put out, we got no bids. Then you put it back out to bid and you're delayed a month. If this doesn't get any bids, you won't be building this summer. I know how significant this is. If the town will let you grab the front page of the website for a couple days, that would help. Advertise that the bid is happening but don't provide them an electronic copy. A set will be in town hall to view for free, and if they want them, they come to us.

ii. Future TAP and DRED RTP Grant Applications

S. Couture: We had applied for the DOT Transportation Alternatives Program. That was the first grant application for the trails that we did not receive. They are having another round. We can modify our application and apply for that again. It will probably be in the March/April timeframe.

J. Woodburn: Did we ever find out where we finished?

S. Couture: We were in the bottom third. The two categories we didn't compete well in are Socioeconomic Benefit and Multi-Modal. Everything else we scored phenomenally well on. We'll just have to see if there's a way we can get creative in those other sections. It's big dollars so I assume we are going to apply again.

J. Woodburn: We can use the application we did for the Moose grant, as well.

S. Couture: The other grant we can use is the DRED Recreational Trail Program, which we got for the bridge. It will be available again in a similar time frame.

Other Business: Invoices, Correspondences, Etc.

a. Clay Pond

i. Gates and Locks

S. Couture: I sent around pictures of the gates. They look good. The two gates on North Candia Road were damaged. It looks like someone with a 4-wheel ATV kept backing into it. On one of them it bent the pole and on the other the soil was soft enough that it just pushed it. The gates were not locked.

D. Ross: They weren't locked, so they damaged them just to be vandals.

S. Couture: Yes, it appears that probably one or two users, who have been using the road historically, are going to continue to use it until we catch them. It's a very common problem for any kind of conservation land access point.

D. Ross: We should put game cameras out there. Was a complaint made to the local police?

S. Couture: No, not by us.

D. Ross: I think one should be filed because then if they see something going on in the area they may be able to check out their ATV to see if there's damage on it. This is public property and it's expensive. It's \$2,000 per gate and we have someone messing with \$2,000 of public money. It's a crime.

S. Couture: That's a good point. I hadn't thought about that because I wasn't sure what they would actually be able to do. It's good if it's just documented. Carolyn, could you follow up with that?

C. Cronin: Yes.

T. Lizotte: Out of curiosity, does that fall under any type of insurance with the town as far as damaged property?

S. Couture: That's a great question. I don't know.

D. Ross: It could be worth looking into.

S. Couture: Anyway, the nice thing is that the gates are in and they look good. We got some good feedback from Phil Auger at Bear-Paw. They've done a lot on gates. He gave us some links for game cams and some businesses. The good thing is, where it's located, we know that the other gates going north and south, no one is using those points, so it's really just that main thoroughfare of N. Candia Rd. So the good news is we know what they are using primarily, at least in the winter. They came from Candia, came all the way across, went through both gates, and continued on. The main gate at Chester Turnpike for Manchester Water Works is damaged

again too. The last time that one was damaged was from forestry activity, but it looks like this time it was the same crew that got our gates. As far as locks, we don't have to worry about the double-belled. There are two links of chain and you can lock the gates with two different locks. We will need one town lock and a Manchester Water Works lock for each gate.

P. Fitanides: Is it consistently a problem that they will try to get around the gates no matter what you do?

S. Couture: I imagine it will be a problem until they get caught or we build something more heavy-duty.

P. Fitanides: If the property is officially noticed under the law with the RSA stating that it's private property or access, will that help?

S. Couture: It's not a private access. It's a public access point but not for wheeled vehicles. We have some more work to do to continue to manage the property. The nice thing is that Blue Ribbon volunteered their time and resources, so that's pretty impressive.

ii. Future DRED RTP Grant Applications with Bear-Paw

S. Couture: Bear-Paw mentioned they would like to work on a trail grant application basically to potentially fund the Chester Turnpike parking area construction and kiosk. Bear-Paw will be the lead on that application and we will support it. For that same grant, we will apply for the Merrimack Riverfront Trail, which we will be the lead on. Dan is coming to our steward workshop.

b. Pinnacle Park

i. Dedication Event

S. Couture: There were some emails back and forth on this.

D. Hess: Kathie Northrup emailed me yesterday.

S. Couture: Now that we have the rock with the plaque, I know Kathie wants to put something on. We are looking for a lead to work with her on this.

D. Hess: I'd be happy to do that. My thought is that we should pick a date that is meaningful to the Lockes. It should either be a day that is significant to the history of the Pinnacle or the Locke family.

S. Couture: That's a good idea. That would be nice.

D. Hess: I'll talk to Kathie about that.

ii. Kiosk Content

D. Hess: Kathie emailed me about this. She thought it was going to be a 3-sided kiosk instead of a single-side. That's going to limit the amount of information and pictures you can put in there. We'll take a look at it and work on it.

c. Zoning Amendments: Conservation Subdivision

C. Cronin: Planning Board had a zoning amendment workshop last Monday and one of the amendments is to the Conservation Subdivision article. You have the red-line copy that they viewed last Monday. This is for you to look at and if you have any comments or questions, let me know because they are having another workshop Monday, January 25. One change that pertains to the Conservation Commission is including language saying that if open space is deeded to the Town the fee shall be determined by the stewardship fee calculation in the Planning Board Administrative Fee Schedule. You proposed that fee calculation last year. This way the developer knows up front what that fee is. Other changes involve tinkering with the lot sizes based on whether they have utilities and based on number of bedrooms. Also, redefining constrained land versus unconstrained land.

S. Couture: So this is going to be a little more stringent on what they can and cannot include as far as developable land and open space, which has been an issue in the past for us. The calculation was kind of loose.

C. Cronin: Yes. If you have developable land but it's surrounded by steep slopes and wetlands, then it doesn't really make sense for the Town to take it on and maintain it and be responsible for stewardship. These changes are more particular about what they want to accept as conservation land.

S. Couture: I saw in the Planning Board minutes there was some quick discussion about the minimum acreage and reducing that. I think that's fine. Conservation Subdivision is what we should do to every subdivision to an extent, at least from our perspective, because it looks at the natural resources first and then how to develop a property. I don't know what other towns have for minimum acreage but from my perspective I think that makes a lot of sense.

C. Cronin: We looked at other cities and towns that do this kind of development and ours was the largest acreage minimum. I can't remember exactly, but other towns were around 5, 10, 15 acres. This is why we are ending up with these huge developments, because you need at least 20 acres of land. If we reduce it, we could end up with some smaller developments.

S. Couture: I think going down to 5 acres, if another place already has it, should be considered. That's my thought.

D. Hess: There's a typo on page 3, paragraph 10, Minimum Lot Area. It should say "when served by municipal water and/or sewer."

C. Cronin: Yes, sorry. Thank you.

P. Fitanides: On page 1, B, number 8, it says "to minimize the impact of residential development on the municipality, neighboring properties, and the natural environment." Some of these statements feel like they are kind of broad.

D. Hess: Right, that's just a statement of purpose. It's not binding.

P. Fitanides: Is the sidewalk stuff new? I may note that if you put a sidewalk in, then you are required to maintain it.

C. Cronin: Yes, currently sidewalks are required in our Development Regulations. Typically, people who do these developments don't want to put sidewalks in. There are some other ways to get out of that requirement in the Development Regs. This would give them another alternative so that they could provide a trail in lieu of a sidewalk if that's what works best with the property. This type of development is required to have a Homeowners' Association, so part of their docs could be that they maintain it.

D. Ross: One of the detriments to sidewalks, and with conservations, is that it channels water and you need to use a closed storm water drainage system, as opposed to shedding water which allows rainfall to go off in either direction. It doesn't seem to make sense why we would require sidewalks.

S. Couture: Yes, that's a standard design, but you can do sidewalks where the swale is between the road and sidewalk. There are different ways you can do it so that you can still have sidewalks and address storm water issues.

D. Hess: With regard to the minimum lot size, you ought to bring to the attention of the Planning Board that the House voted to change state statute to require towns to provide for accessory uses on single family dwellings. It basically could turn every single-family into a duplex. Tom and Frank are very familiar with it. All three of us voted against it, but it passed the House. You might want to look at minimum lot sizes in that context. It's SB146.

S. Couture: Under General Design Requirements, the Connectivity issue: it's a very strong statement with "shall be laid out," which could be problematic when you're trying to design a conservation subdivision. I think there should be some wiggle room there for the developer so they don't feel that they are forced to put roads in certain areas. It could include something like, "as allowed by natural terrain."

D. Ross: You could change "shall" to "should."

C. Cronin: OK, that's good. The intent was to encourage connectivity and not force it. I'll fix the language.

S. Couture: In the past I've seen a cul-de-sac to nowhere, which ends up fragmenting the property you've preserved. So it's just trying to avoid the unintended consequences of the connectivity. I'm not sure how easily that can be done or not the way that it's worded now. There needs to be a process to get out of it if it doesn't make any sense. Are there any other comments?

P. Fitanides: Under Section E, the word "if" should be changed to different language. Maybe "when" would be better. That sentence should be reconstructed and clarified. It's too loose.

J. Woodburn: You can remove "if" and just say "Open space deeded to the town of Hooksett, shall be determined by the fee schedule..."

S. Couture: Thank you, Carolyn, for bringing this to our attention and to the Planning Board for asking for our comments. Please extend that to them. We appreciate that.

C. Cronin: Thank you all for looking at it.

D. Ross: Just one thing, did everyone read this review procedure? There's no reference to the Conservation Commission.

S. Couture: The Planning Board is looking at it in regard to Article 8. We would be looking at it in regard to Article 18, Wetlands. In general, all plans come to us before the Planning Board anyway.

C. Cronin: You're covered under the "standard Planning Board procedure." The change is to add that the applicant should be doing a conceptual presentation first then they go through the regular procedure, which includes you folks. Yes, you would be involved.

d. Update on February 8th Easement Workshop

S. Couture: We have a draft agenda in our packet.

C. Cronin: Yes, I drafted out a structure for handling the workshop. First, would be talking about the general monitoring and breach process. We just felt our way through this last year, but if we want to put something in writing to have a plan or procedure of how often we monitor, who monitors, a breach process, who enforces it. That's a conversation I need to have with Dean and Matt, which I've already put on their radar. So the first part of the workshop will be talking about general practices. Then we get into reviewing possible breaches that came up during the summer monitoring process. It's the monitor's job to report a possible breach but it's up to the easement holder to research it and determine if that breach has occurred. Mila found some issues that need to be examined and now it's up to you to look at them and figure out how to proceed. The last section is prioritizing tasks for the easement properties. Mila put together a to-do list over the summer, so this gives you a chance to figure out what you want to prioritize. I'll put in your packets a description of the breaches, photos, language from the deeds, and more info on which properties fall under these tasks. Mila is interested in attending. Do you want to set a start time for the workshop or do you want to just say that it starts after the regular meeting ends?

S. Couture: I think we will plan for 6:00pm.

D. Hess: One suggestion I'd like to make is that we ask Dean to be here for that easement breach process discussion and anyone else who would be enforcing it, Police or Code Enforcement.

S. Couture: I invited Dan Kern and SPNHF too. Another thing I want to mention for background is that I've been talking to Dan about some kind of shared stewardship position, which he seems interested in. If time allows and it seems suitable, maybe we can talk about that too. The other thing I want to discuss, if we have time, is to talk about our 2016 priorities for conservation lands. We set a policy that we should talk about our priorities on an annual basis, and this might be good to do it here.

D. Ross: It would be good to have a current inventory map. I think hanging medallions is something that would be very high on the list. If the public doesn't know where our land is, we can't enforce it.

S. Couture: Yes, we have a lot of stewardship work to do. I like that "Develop Management Plans" is on the agenda. The Clay Pond Plan has helped us to plan and prioritize. The University Heights and Town Pond area is probably the next place that's ripe for a stewardship plan.

D. Ross: If we draft some sort of plan, I think that the littering ordinance should be part of it. People aren't aware of our littering ordinance. There's a fee of \$250 per day. It should be better known.

T. Lizotte: I know on the Town Council we've had problems with enforcing the ordinance. Ordinances seem to be applied selectively.

S. Couture: Our conservation lands have rules and regulations. What is our enforcement capability? Do you develop an ordinance for a property that's then enforced? I just don't know what a good mechanism for enforcement is.

D. Ross: It will be a big discussion for sure. I think we should include Police in this.

e. Other Committee Updates

i. Town Council

D. Ross: I have no update: I wasn't at the last meeting.

S. Couture: I went last week. They are OK with moving forward with forestry for Clay Pond. They aren't sure about how the revenue will be distributed. They are still looking into that. They are not 100% supportive of the money coming to the Conservation Commission. They would like a town property to be part of the process too. My initial thought is the large parcel way up Chester Turnpike. I think it's 70 acres. The state property around it just had a timber harvest. The other one is the school district property. We have some options. I got contract language from Swift and Jeff. We sent that to the attorney to look at. We have plenty of time.

ii. Planning Board

C. Cronin: Just to add onto your forestry discussion, I sent out the contract to the Town attorney and he returned them the end of the day with his red-line comments. I sent that to Dean and Steve. I know that Christine in Finance is looking into wording for a warrant article to have the timber revenue come back to the Conservation Fund. She has reached out to a contact she knows to see if they have any language. She will keep me posted. Planning Board had their zoning workshop last Monday. They also approved a 1-year extension for Autumn Frost 18-lot conservation subdivision.

iii. Parks & Rec Advisory Board

D. Miville: We haven't met. I am planning on putting Heritage Estates, Park Lane on our agenda. Carolyn gave me a deed.

S. Couture: In other correspondence, Bear-Paw is having an anniversary party at the Hooksett Library to celebrate 20 years as part of their annual meeting. We have a plan set for ProCon headquarters. They are doing an addition. We have no comments or concerns.

f. Joe Wichert Easement Plan Invoice - \$500

S. Couture: How much did we authorize for that?

C. Cronin: You motioned up to \$2,000 for the survey plan, iron pins, deed description and easement deed.

D. Ross motioned to authorize payment of an invoice from Joseph M. Wichert, LLS, Inc. dated December 10, 2015 for field and office time to date for the Chester Turnpike easement plan in the amount of \$500. Seconded by D. Hess. T. Lizotte abstained.

g. Stantec Invoice - \$769.30

C. Robertson motioned to authorize payment of an invoice from Stantec dated December 11, 2015 for preliminary design charges in the amount of \$769.30. Seconded by D. Ross. Motion passed. T. Lizotte abstained.

h. West Environmental Invoice - \$217.80

S. Couture: This is for the Heroux property. We are applying for \$50,000 for the Drinking Water Source grant. When you look at the aerial it doesn't look like there are any wetlands on the property. To apply for the grant, you need a stream or wetland within 5 miles. We needed documentation of that, so we sent West Environmental to walk the property. The wetlands weren't shown on the map but they are definitely on the property.

D. Ross motioned to authorize payment of an invoice from West Environmental, Inc. dated December 30, 2015 for wetland science mileage in the amount of \$217.80. Seconded by C. Robertson. Motion passed. T. Lizotte abstained.

C. Robertson motioned to adjourn at 6:02 p.m. Seconded by D. Ross. Motion passed.

Respectfully submitted,

Carolyn A. Cronin

Assistant Planner/Conservation Commission Staff Support