

**Official**

**HOOKSETT PLANNING BOARD MEETING  
HOOKSETT TOWN HALL CHAMBERS (Room 105)**

**35 Main Street**

**Monday, January 5, 2015**

**MEETING CALLED TO ORDER AT 6:02 P.M.**

**PLEDGE OF ALLEGIANCE**

**INTRODUCE MEMBERS OF THE BOARD**

**PRESENT: D. Rogers (Chairman), Dick Marshall (Vice-Chairman), T. Prasol, Frank Kotowski, T. Walsh, and D. Winterton (Town Council Rep.)**

**ALTERNATES:**

**EXCUSED: P. Scarpetti, Muamer Durakovic (Alternate), and Michael DiBitetto (Alternate).**

**STAFF: JoAnn Duffy (Town Planner) (via telephone) and Carolyn Cronin (Assistant Town Planner)**

**APPROVAL OF MINUTES OF 12/15/14**

**December 15, 2014 Regular Meeting – D. Marshall motioned to approve the December 15, 2014 regular meeting minutes. Seconded by F. Kotowski. Motion carried unanimously.**

**DISCUSSION**

**1. CONCEPTUAL SITE PLAN  
Hackett Hill Rd., Manchester**

D. Rogers: This is a discussion on a conceptual site plan on Hackett Hill Road. It is in Manchester, but it impacts Hooksett roadways.

Matt Routhier (Northpoint Engineering): We are here based on a discussion with JoAnn Duffy on the project. The feeling of the Manchester Planning Department is that this will be a regional impact project due to the size and traffic. We are having a traffic study done that encompasses the intersection of Country Side Boulevard down to Front Street. We are here to get input in regard to the project. The only areas that we will be impacting in Hooksett will be Hackett Hill Road, where the town line runs on along the right-of-way to the property and will be tying into utilities on Hackett Hill Road. We are proposing 150-152 units, townhouse style development apartments, with associated parking ranging from 2-3 spaces per unit. The main access will be off of Hackett Hill Road, and that is where we will be tying into water and sewer. The existing property is approximately 33 ½ acres. We want to get input from you as to what we will need to submit to you with regard to the site plan. We will be submitting a site plan application.

D. Rogers: Where do things stand with the City of Manchester?

M. Routhier: We are still in the planning phases of design development. We have not submitted to them, but anticipate we will submit simultaneously to both Manchester and Hooksett.

D. Marshall: JoAnn, you have looked at this plan as much as you can?

J. Duffy: Yes. Leo and I met with Matt from Northpoint. We had a thorough discussion, and we did not have any comments or concerns at this time, until we see the traffic study. We did suggest that they meet with the abutters, across that street, that are located in Hooksett, to see if they have any concerns as far as traffic or noise. Leo and I also took a ride into Manchester and looked at two other projects this owner had recently completed, and they were very well done and looked great.

D. Marshall: I am not so much concerned with that as going back in history. This was originally a Longfellow Management Development. It has changed ownership about 5 times, as far as I know. Under that study that was done with the City of Manchester and Costello Lomasney, there were certain things that had to be with each addition to this development from Hackett Hill, all the way past Countryside, Waterford, and the development at the end. This is being segmented and no one is paying attention to what the original agreement was. Before we do any approvals, we need to go back and take a good look at that. They may be good at making this development, but there are certain things they may have to buy into that they are not aware of.

J. Duffy: That was called Longfellow?

D. Marshall: That was when Longfellow Management first did the proposal for any work done in that area.

J. Duffy: Was this in the 80's?

D. Marshall: Probably. The study was done by Costello Lomasney & Denapoli, who was also the engineer for Longfellow Management, which created some issues with this Board. They need to take a look at that.

J. Duffy: Okay.

F. Kotowski: Until such time as we receive a traffic study, I don't think we can do anything with this project. I want to see more of what they are proposing, and how they propose to deal with whatever the traffic study comes out to say. I think we should defer this until such time as we see that traffic study.

Jeff Lewis (Northpoint Engineering): We are here tonight for a conceptual meeting only and for whether we need to come back with some type of formal application. We have a traffic study pending that is based on our traffic scoping meeting with the City of Manchester and their staff. It is looking at the intersection from Hackett Hill Road, to Countryside Boulevard, down to Front Street. If there is anything additional that Hooksett wants us to do we want to know so that we can incorporate that into our traffic study. We also want to know what else you would like us to submit. This is a sudo site plan, in that the only permit rush we are looking for from the Town of Hooksett is that driveway access. Does Hooksett want to see a full set of plans, a traffic report, or just driveway plans? Any feedback

would help up to put together a formal application.

D. Marshall: Who is doing the traffic study?

J. Lewis: Steven Pernaw.

D. Marshall: Just considering the location, and I am sure Steve will be aware of it, you are talking about generating about 1,500 trips a day with 150 units, all of which are going to come from this driveway location where Countryside Boulevard hits Hackett Hill Road into Route 3A. When you take a look at this study that was done a few decades ago, you will find that one of the criteria is that, at some point in time, you have to widen underneath that underpass. That is a very large expense.

J. Lewis: That is all within Manchester.

D. Marshall: The driveway is in Hooksett, so we are going to be very cautious, because anything that impacts the intersection of Hackett Hill and Rt. 3A, considering the development that is north of that intersection on 3A, affects this town.

D. Rogers: To the extent this is conceptual only, our comments would be the traffic study and researching the history going back as Mr. Marshall has pointed out; the studies and perimeters that have been set up possibly 30-35 years ago. Also revising things and working with JoAnn and Leo as you already have, in conjunction with the City of Manchester. As far as providing us with too much information, I don't think you do that. We would rather have more than less. At least submit it to the Planning Department and then we will use them as a filter as to what comes to us. It should be paramount to something such as a full site plan even though we are not the town or city that has the actual buildings on it.

J. Lewis: We are planning to submit our plans within a month, including the traffic report. We will be submitting to your Planning Department everything we submit to Manchester and work with JoAnn on what we need to in terms of application fees, abutters, or anything like that.

D. Rogers: Have you had any discussions with abutters?

J. Lewis: Not yet.

D. Rogers: Please be as thorough and complete as you can be.

## **COMPLETENESS**

### **2. GE AVIATION (plan #14-16)**

#### **21 & 30 Industrial Park Dr., Map 18, Lot 43 & Map 24, Lot 34**

Amended site plan for a 55,000 square foot addition to GE Aviation Plant #2.

➤ **Waiver Request** from Completeness Checklist.

Dave Colburn: (Employee of General Electric): We are asking to put a 55,000 sq. ft. addition onto our facility to accommodate work for new aircraft products our customers are building. This will secure the job levels we have now, plus add more, in Hooksett for many years.

Nick Golon (TF Moran): We believe everything that you need relative to the project is included in the package. There is a waiver request that requires your action for the completeness criteria. There is an existing site plan and amendment. We are trying to establish all of the inverts of the drainage off site or otherwise. It is not being impacted by this project. It was reviewed with town staff as well as a third party reviewer. It is my understanding, via their report that was issued today, they are in concurrence this would be an appropriate waiver request, given that it is an existing lot of record.

D. Marshall: JoAnn, on Dan's review of this, there were 12 waiver requests?

J. Duffy: Yes. We had a meeting with Dan, TF Moran, and Leo in the beginning of this project. Due to the fact that there were going to be so many waiver requests because this was an existing site plan and wouldn't necessarily meet up with certain aspects of our current regulations, we thought it was best to ask for a blanket waiver for the completeness review, and if the Board were to grant that, then the plan would be complete. There are two sections to this application. The site plan section which is what they are asking for the waiver for, for the completeness, and then there is the lot consolidation plan, which does not need a waiver because they have met the criteria for the completeness.

D. Marshall: That means at the time of the public hearing on the major plan we will be discussing each of the waivers?

J. Duffy: The only thing you need to discuss tonight, first, is whether or not to grant the waiver for completeness, and if you do grant it then you would be accepting the site plan application as complete. The second step would be the application for completeness for the lot consolidation. It is recommended that be granted and the lot consolidation plan be approved pending the conditions outlined in Stantec's letter of today.

D. Marshall: That was the point I was making. If we find the waiver request complete, we will be discussing, at the time of the final plan, all of the waiver requests.

J. Duffy: Correct. The only thing you are looking at tonight is the waiver request for completeness only.

D. Marshall: I understand that. Thank you.

***F. Kotowski motioned that the waiver request from completeness checklist for the amended site plan for a 55,000 square foot addition to GE Aviation Plant #2, for GE Aviation (plan #14-16) 21 & 30 Industrial Park Dr., Map 18, Lot 43 & Map 24, Lot 34, be granted. Seconded by D. Marshall. Motion carried unanimously.***

### **COMPLETENESS & PUBLIC HEARING**

#### **3. GE AVIATION (plan #14-21)**

##### **21 & 30 Industrial Park Dr., Map 18, Lot 43 & Map 24, Lot 34**

Lot consolidation plan to consolidate Map 18, Lot 43 and Map 24, Lot 34, and discontinue of a portion of Industrial Park Drive. Map 24, Lot 34 to be conveyed to General Electric Corporation.

N. Golon: Relative to this project, the Planning Board has seen this before, both conceptually to make

sure this is consistent with the expectations of the town, as well as secondarily for a special exception which the Zoning Board will be acting on next week. What we are proposing with this 55,000 sq. ft. expansion, in order to make way for this building, is to discontinue the northerly most portion of Industrial Park Drive. We are essentially doing a lot line consolidation. The adjacent parcel, which is Map 24, Lot 34, owned by the New Hampshire Business Finance Authority, would be merged with the existing lot of record, Map 18, Lot 43, owned by GE Aviation, and also we would consolidate into that the right-of-way. What is essentially being proposed is taking about 4 ½ acres that are owned either by the town via the right-of-way or by the New Hampshire Business Finance Authority and consolidating it into the GE Aviation lot. There is about 1,800 sq. ft. of pavement, 1½ acres total area, that will be discontinued on Industrial Park Drive and consolidated into the GE lot. Being that this project will be run through a developer, the developer will own the land and lease it back to GE. Final easements would be conveyed through the developer of record once they have been selected. That is the reasoning for some of the language and comments from Stantec.

D. Rogers: Do you have any issues with the conditions as they are listed in that letter?

N. Golon: No.

D. Marshall: The developer is not a matter of public record?

D. Colburn: It is in the bidding process now and we have narrowed it down to two.

D. Rogers: Both of them would be qualified to follow through on the conditions and outline of Stantec and what they have looked at.

D. Colburn: Yes.

*D. Marshall motioned to find the lot consolidation plan to consolidate Map 18, Lot 43 and Map 24, Lot 34, for GE Aviation (plan #14-21) 21 & 30 Industrial Park Dr., complete. Seconded by D. Winterton. **Motion carried unanimously.***

**Open public hearing.**

No public comments.

**Close public hearing.**

*F. Kotowski motioned to find the site plan complete. Seconded by D. Marshall. **Motion carried unanimously.***

*D. Marshall motioned to approve the lot consolidation plan to consolidate Map 18, Lot 43 and Map 24, Lot 34, and discontinue of a portion of Industrial Park Drive. Map 24, Lot 34 to be conveyed to General Electric Corporation, for GE Aviation (plan #14-21), 21 & 30 Industrial Park Dr., Map 18, Lot 43 & Map 24, Lot 34, with the conditions as contained in the Stantec letter dated January 5, 2015. Seconded by T. Prasad. **Motion carried unanimously.***

J. Duffy: The public hearing for the site plan will be on February 2.

**EXTENSION REQUEST & PUBLIC HEARING**

**4. WALMART (WASTEWATER TREATMENT PLANT) (plan #08-37)**

**3 Commerce Dr., Map 37, Lot 43**

Site plan for the proposed addition of a 249 sq. ft. wastewater treatment plant. The Active & Substantial period expired on 02/03/12. On 08/06/12 the Planning Board granted a 1-year extension to 02/03/13. On 01/07/13 the Planning Board granted a 2nd 1-year extension to 02/03/14. On 12/16/13 the Planning Board granted a 3<sup>rd</sup> 1-year extension to 02/03/2015. The applicant is seeking a 4<sup>th</sup> 1-year extension to 02/03/16.

- **Extension Request** - Development Regulations (06/04/12) Section 22. Legal Provisions 22.02 Five-Year Vesting Period “The Board may grant extensions, upon written request filed with the Board at least thirty (30) days prior to expiration of the Vesting Period, stating the requested length of extension and the extenuating circumstances justifying an extension.”

***T. Prasol and F. Kotowski stepped down.***

Jay Surdukowski, Esq. (Sulloway & Hollis P.L.L.C): I am here representing Walmart. The active and substantial period of this request expired in 2012. This renewal is the same that came before you for the past three years. The purpose of this renewal is to allow Walmart to have a Plan B. Walmart is on septic now. When the amended site plan was approved, there was a provision for a waste-water treatment plant, instead of septic. After that plan was approved, the town and Walmart began to actively discuss the idea of how Walmart might tie into municipal sewer. That is the much preferred option. Bentonville does not like septic. They want to be connected whenever possible, for obvious reasons. In 2013, Town Council and my office crafted an agreement to facilitate a public and private partnership to build this sewer line. I understand the town also pursued a bill in legislature, which the governor signed which, in essence, blessed this kind of agreement. Over the last year, Walmart has been actively assessing and evaluating the logistics of this. This is a complex multi-million dollar project which implicates a lot of legal and engineering hurdles. The first instance is we are going under a river. Walmart is not typically in the business of going under rivers anywhere. There are engineering issues associated with this. The people who do our engineering, throughout the whole northeast, do not go under rivers. There is a lot involved with how to build this. It implicates quite a bit of territory. There are also railroads that would have to be gone under, and we don't typically go under railroads. For those who know railroads, they don't have many left in this country except for their lines, they are very protective of them, and we would not want to do anything to harm a railroad line. There are easements of numerous parties that we would have to obtain and there is no guarantee we would get them. Finally, is the financing for this. This is a lot of money, and even though the agreement has been crafted and has provided a guarantee of a certain amount of money up front, Walmart is not typically in the business of building sewer lines and then taking payments back over an indefinite time period. It may be the economy goes south again and nobody ties in after Bass Pro Shops, or some of the others that are in line now. Even the accounting of it is complicated. Walmart is a big company and has a lot of departments. Those departments have their own turf battles as any municipality does. We, as the Counsel, have gone back repeatedly. I know the town, Commissioner Baines, Representative and Commissioner Kotowski, JoAnn Duffy, and Dr. Shankle want answers. We as Counsel want answers as well. We have been as tough on our client as we can be to say that we need to get this moving. The message I am getting is the project is still being actively assessed and evaluated. The renewal is the same as last year and it shouldn't be read into any more than that. It is having an extra option open just in case. I can assure you that first thing tomorrow morning, I will report back to Bentonville, either by email, telephone, or both, and let them know what the sense of this Board is. The number two attorney for the company is not able to get any answers either, and he knows there is frustration.

***D. Rogers read a letter, dated January 2, 2015, from F. Kotowski into record.***

D. Marshall: Would you like to respond to that letter?

J. Surdukowski: I think that is a good account of what has gone on. I don't know how Walmart will react to such a letter. I think until now it has been a collegial process. I cannot advise the Board if Walmart will construe that as a threat. We continue to actively assess and evaluate the logistics of this complicated project.

D. Rogers: I don't have any personal knowledge of what Mr. Kotowski talks about in his letter, but my understanding is that Walmart has been hard to reach, and I think that echos your comments. As Counsel for them you have had difficulty getting the proper people to respond to even your inquires. I don't know if this letter is any sort of threat, as you put it. It lays out what the history has been and what we are up against when are looking at another one-year extension. What is to say it will be different in the future.

J. Surdukowski: This is already a complicated project. I don't know what adding and injecting a level of pressure in this manner will do. There are folks in Walmart who wonder why they are doing this and others that view it a win-win situation. There is a lot of internal politics already, and I question if this town were to vote them down what that signal is going to be. I have not prepared for that and my client may walk away. I don't know what they would do.

D. Rogers: Wasn't some of this considered several years ago when the enabling legislation was first crafted and you did your agreement that subsequently was never executed?

J. Surdukowski: The agreement has been carefully written but has not been executed because they are still evaluating all of the pieces. In some ways the cart got ahead of the horse in that we had the legal mechanism for this to be created, and then the town went and got the legislation. We were not aware of that until after the fact and there are a lot of other pieces that have to happen; how we actually do it, how we go under a river, who we contact, how we pay for it. How does Walmart, which is a supercenter, do a municipal project like this? It is a novel proposition. It seems straight forward for us, but Walmart is a company that prides itself on a system. It has a box for all of their products and how they run their company. Sometimes I have a cheat sheet on my desk just to figure out which Board within Walmart is talking to which Board. This agreement is a very thoughtful document, but documents don't put shovels in the ground or pay for these projects. Walmart has to do that and figure out how it is going to do that. That is why it remains unexecuted. That doesn't mean it will remain unexecuted. They are actively evaluating and assessing this project.

D. Winterton: Based on my representation of the Town Council's tone, I think Representative Kotowski's letter should be accepted as a historical review for all of us and nothing more. Since you have indicated that you are moving closer to parties that can make decisions, I would move that we table this until the next meeting.

***D. Winterton moved to table this until the next meeting.***

D. Marshall: With all due respect to Representative Kotowski, who is part of the Planning Board,

Sewer Commission, and a State Representative, it appears to me that if you don't grant the extension, they continue to haul waste material, and we have not gained anything. At the same time, I have had 45 years dealing with government, whether here or in my career, and I know how slow government works. I also know the process of securing a right-of-way for anything. If you are not just involved in public land, but also quasi public land and private land, you are in a mess because that process takes forever. My contention is we ought to grant the extension.

D. Rogers: Is there a second to the motion to table the request?

***No second. Motion fails.***

D. Rogers: Attorney Surdukowski, what is your confidence level, if we grant an extension request, that there will be progress? I am not even saying signing the agreement, just progress. My sense of this is that there has been a lack of communication and not a lot of open discussion. Are you feeling better about this?

J. Surdukowski: Before the holidays we did have all the wagons together, and I was feeling optimistic. I think it is on the radar, however, I will have to send the letter to Bentonville and that will get a reaction, but I don't know if it will prompt action.

D. Rogers: That is Mr. Kotowski speaking as a citizen, not a Board member.

J. Surdukowski: He is a powerful Chairman in the state house, a member of the Sewer Commission, and a member of this panel, who wants this badly. My client knows who he is and knows the power he holds in this town. This may get this moving, I just don't know what the reaction will be. I wish I could give you a more definitive answer, but I can't. This has been moving very slowly. I don't have a good sense for it. My contact did not have a clear sense of it when I spoke to him this afternoon. Is it possible to get a copy of this letter?

D. Rogers: Yes.

***D. Marshall motioned to grant the extension.***

**Open for public comment.**

Sid Baines (Hooksett Sewer Commission): I am not opposed to you granting this, but what Mr. Kotowski has stated in his letter is correct. We have had a very difficult time contacting Walmart. We have tried several avenues. I went to Senator Bouton and asked if he had any connections with Walmart. He gave me a name and telephone number of who to contact. We called and emailed her several times with no response. All we want is some communication. If they want to quit the project that is fine, just tell us and we will back off. We went as far as producing this document which was very time consuming, and having legislation changed to make it legal to do this. I realize their attorney is in a tough spot because he is having as much trouble communicating with Walmart as we are. My suggestion would be, if you grant the waiver, you could grant it on condition that within 30 days they start communications with the Sewer Commission. I am running out of pipeline. The advantage for Walmart in running this pipe rather than putting in a municipal system is it will cost about \$4 million to put the system in, and then they would have to hire someone to take care of it. It would be less than that



to run the pipeline. When they put the system in, they have no payback. If they run the pipeline to us, we are providing the payback for it, not the money it is going to take to put in their portion of it, but everything exterior to that will be a payback. It is a win-win situation to get the pipeline in. I would suggest granting with the caveat that within 30 days they should contact the Sewer Commission.

D. Rogers: Is the contact with Attorney Surdukowski sufficient as he is their representative, instead of someone directly from Bentonville headquarters?

S. Baines: As long as we have some dialogue knowing that the project is ongoing. They had hired an engineering outfit, but I understand they have discharged them, so I don't even know if there is an engineering company involved. From what I understand, from the Attorney's presentation, was that this is ongoing and they are assessing it. This agreement was made September 12, 2012. We have heard nothing; no correspondence, no return of emails, we called the attorney's office and they have no communication. We want to know if this is a go or not or if they are just putting it off. If they don't want to go with us then the agreement is between you and them and it has nothing to do with us. It is a win for them, us, and the town. We cannot understand the holdup.

J. Surdukowski: It sounds great. People will hook up and we will get the rent and we will end up getting reimbursed, but that is all speculative. I know there are outfits that say they want to tie in. The problem is a matter of accounting and how we would do this. This is an accounting conundrum and Walmart, which is very regimented, sees \$3.5 million going out the door for this. That piece alone is part of the hold up. If Walmart wanted to say no, they would say no definitively. The fact that they are still doing this and had engineers out there, and the fact that I am here tonight, should be a message to you that they are still actively assessing this. This is not something they are trying to get out of quietly. Does that make sense?

S. Baines: Not to me. The difference is there is a payback. We have a system where people hook onto the wastewater pipe and there is a cost for that. The cost that we collect goes to the one who puts the pipe in. If they put the pipe in and no one hooks on, they don't get anything, but it is still cheaper than spending \$4 million and having to hire someone at \$50,000 per year to maintain the system, with no chance of a payback. Anyone who hooks on has to pay a system development fee and that would go to Walmart. Also, whatever the user fee is will be taken off the cost of the pipe. It is only a win for Walmart, and I don't understand if they can not understand that.

J. Surdukowski: There are a lot of "if's" in what you are saying. We think it is a good agreement, but there are a lot of speculative aspects and contingencies. The problem is a company like Walmart doesn't get to be Walmart if they throw money away on contingencies. They are thinking how they will account for the money going out the door. It is the "if's" that have some people held up and that is what we have to work through. I wish it was as easy as this Board and the Sewer Commission working on this project, but it is Walmart working on this, down in Arkansas with a lot of "if's" to deal with.

D. Rogers: From my perspective it is a communication issue and always has been. If that is being worked on and resolved, if nothing else comes out of this meeting, that is a good thing as well as the fact that you have had communication as recently as this afternoon with them.

J. Surdukowski: Every time someone from here has called my office, my colleague or myself has called back. I don't want this Board to think we are not communicating with you. Every time we get a

call I pass it on to Bentonville, and they anticipated that you would be frustrated tonight. I will go back with the message from tonight. I don't want to confuse the fact that there has not been any message conveying with the fact there has been no communication. The communication is happening, it is just not of the quality you want because we don't have the answers yet.

D. Rogers: It seems as if you may share some of the same frustration by not getting answers or having the correct people to speak to. It isn't in the right hands and, therefore, bogged down.

J. Surdukowski: I am not going to breach my communications with the company, but there is communication there to. They just don't have an answer yet. The message I have gotten repeatedly is they are assessing and evaluating. Walmart always returns my calls, it is just a matter of they have not been able to get their ducks in a row to convey a meaningful message.

D. Marshall: If I amended my motion to reflect what Mr. Baines has requested, that we grant at one-year extension, providing that in 30 or 60 days a communication has begun between all parties, if on the 61<sup>st</sup> day there has been no communication, that extension is gone.

J. Surdukowski: You could have communication, the problem is Walmart moves at Walmart's pace. I don't know if the amendment the Commissioner proposes would cause Walmart to speed up it's process. I seem to think not. They don't want to build this waste-water treatment plant either. They want this sewer project, but they are keeping it as an open door. For an example, what if there is something under the river and they couldn't put it through there? We want it as a Plan B. I wish I could give you an answer, but I don't know what their response would be and if it would prompt action.

J. Duffy: A few weeks ago, I had a conversation with the engineer and asked him if it was possible to set up a meeting with Walmart because there was a statement made by the people at Bass Pro that they might be willing to up front some money going towards the sewer extension because they wanted to add a restaurant, and I think they are looking to do it sooner rather than later. I thought that might be a good start to have a meeting with Walmart, Bass Pro, and the Sewer Commission to jump start this. He was going to reach out to them, but he thought it would be best to wait until after the holidays. I think holding the extension hostage is not the right approach if we are trying to make this work. We have been working with Walmart on a continuous basis for 5 or 6 years now. I think if they wanted to build that treatment plant they would have done it by now. They are having problems with their septic and they have it pumped out on a regular basis, more than normal. It is a matter of how long they want to do that for, but with Bass Pro moving into that area, I think there is a better chance we can make this happen if we could get the parties together. I am not sure about the 30 days, but I agree that perhaps there could be some sort of condition that they would agree to at least sit down and have a talk.

D. Rogers: I think language that there be communication could be problematic by definition. What constitutes communication? I understand the nature and desire for that, but I am not sure that will hold much in terms of the extension request.

D. Winterton: It seems to me, having spent a life in sales, this needs to be resold. The sales process never happens until you talk with the decision makers. Maybe it is not the attorney's job to sell this to Walmart. If it requires reselling, maybe the request to get the parties together is a reselling of the benefits of this to both parties. Until the decision maker hears the project and the benefits, we could be here a year from now. How can you as the attorney, facilitator, or conduit, schedule some sort of a sales

meeting from the Town of Hooksett to re-explain the benefits there are as a win-win situation.

F. Kotowski: At this point, I wonder about having submitted the letter. The intent was not to put pressure on Walmart. I recognize what a value Walmart is to our community. I don't want to chase them away. The intent was to get Walmart's attention to say they are still interested in moving forward with a project, and we will have an answer as to what their decision is as to how they will move forward. I think the town deserves that. It is not criticism or to put pressure. As a Sewer Commissioner, I sat there month after month, and at every one of our meetings, one of the biggest things that comes up is how do we plan for our future in that area. When we were approached to consider doing this, we went through a long process to put together something the Department of Revenue would accept. We changed the law, and it seems as if once that was done, and we had a tentative agreement which has never been executed, everything stopped. There isn't even a name at Walmart that we can contact directly. That letter was intended only to get their attention in the right way. We are very interested in partnering with them and we want this project to move forward, but we want to know if it is going to move forward.

**Closed for public comment.**

*Seconded by Tom Walsh. **Motion carried unanimously.***

*F. Kotowski and T. Prasol returned.*

## **CHANGE OF USE**

None

## **BOARD DISCUSSION**

None.

## **OTHER BUSINESS**

### **➤ DRAFT Proposed Zoning Amendments**

D. Rogers: JoAnn, is there anything you would like to comment on with regard to the draft proposed zoning amendments?

J. Duffy: We came up with some suggestions for you to take a look at before we start writing the verbiage for them. We could go over why we put them there and get your opinion.

D. Marshall: Why would we add medical marijuana facilities to the industrial district, instead of commercial?

J. Duffy: As of January 1, they are legal in the State of New Hampshire and they are going to be permitting four of these facilities state wide. Currently, if they came in and wanted to site one in Hooksett, it would fall under a medical facility. Currently, medical facilities are allowed in the performance zone and the commercial district, which are the main corridors. I was thinking you might not want to have something like that right on Rt. 3 or Rt. 3A. If you were to site them somewhere, it

might be best to put them in the industrial district as a special exception so they would be off of the main thoroughfare and would still have to go through the ZBA. It was an idea I wanted to get feedback on.

D. Marshall: Aren't commercial uses allowed in the industrial district by special exception?

J. Duffy: Currently they are not. This would be allowed only as a medical marijuana facility, not a medical facility, and it would be allowed only by special exception.

D. Marshall: We allow commercial uses in the industrial district, don't we? Even by variance?

J. Duffy: They need a special exception as well.

D. Marshall: So if commercial uses are already allowed in the industrial district, medical marijuana facilities could go under a commercial facility.

J. Duffy: Correct, but now we would be putting in a definition for medical marijuana, so we would be separating it out as it's own particular use. Right now it is considered a medical facility. Once we change the zoning it would have it's own definition.

T. Walsh: Would we define that between a dispensary as compared to a place where it is grown?

J. Duffy: The way the law is written, they could do all three: dispense, grow, process, and distribute.

D. Rogers: At this point there are no further comments from the Board on your changes, and I presume the next step is for you and Carolyn to draft them for the meetings we will have in the next few weeks.

J. Duffy: We are having a workshop meeting at the end of the month specifically for zoning changes.

D. Rogers: So in time for that there will be proposed changes to the zoning, correct?

J. Duffy: Yes.

T. Walsh: Is there any luck on moving forward with the conservation subdivisions?

C. Cronin: Internally, JoAnn and I looked at some information. I have been doing research over the past couple of weeks, pulling things out, and taking notes, but we plan to get together with you, Paul, and Jack Munn from Southern New Hampshire Planning. We just do not have a date yet.

J. Duffy: Jack suggested that the entire ordinance be rewritten, but we are thinking it could possibly be revised in certain sections. When the ordinance was first written, it was written by Southern New Hampshire Planning Commission with input from the Conservation Commission. At the time, they were only allowed in places where there was public water and sewer. Then a zoning petition was submitted a few years later to eliminate that restriction and allow it anywhere, even on wells and septic, which means that it could go in the low density zones. That is what changed the whole outlook of it, because they are now building mainly in the low density zone.

T. Walsh: It is just the definitions and clarity and some changes to the difference between constrained and unconstrained.

C. Cronin: To add to the list, I heard from Mike DiBietto and he was hoping we would explore increasing building height in the MDR from 35' to what is allowed in HDR which is 60'. That is based on the fact that that zone also allows multi-family housing. That is something I added on, but it is something we can talk about more at the zoning workshop which is going to be held on January 26.

F. Kotowski: Because of what I am doing now, up north, I find it necessary to withdraw as the Tuesday night representative to the Conservation Commission. I will not have the luxury of being able to do that. If the Chair or the Board needs to have another representative to Conservation, which I think is important, I forewarn you that, as of February 1, I won't be able to do that any longer. I also have to withdraw as a member of the Economic Development Committee for the same reasons.

J. Duffy: We can advise the Council since they make the appointments. Economic Development and the Planning Board should appoint another representative to the Conservation Commission. Part of the Economic Development Commission, as it stands today, says that David Rogers is a member, because when it was established a few years ago, it was the Chairman of the Planning Board who was the member. I do not think Mr. Rogers was even aware of that.

D. Rogers: No, I was not.

J. Duffy: If he does not want to do that, he would appoint someone else.

D. Rogers: I will talk to you more about that. I am not opposed to it, I just need to find out the logistics.

D. Rogers: Do we need to talk about this letter to Bill Altenburg?

C. Cronin: Yes. I emailed the Municipal Association's legal because we had a gentleman contact us about a property dispute with Southern New Hampshire University where the connector road was approved. It is a detailed situation. When SNHU was doing boundary work for the surveying, we found there was the questionable deed, so their attorney's reached out to any potential heirs they could find. A few people did step forward. I think it was for a portion of one parcel that is landlocked in SNHU, and it is where the connector road would be going through. They have settled with some of those people and this gentleman, in particular, has been in contact and wanted to come in and speak with the Planning Board about the situation. Knowing that this was a civil matter, not a town issue, I reached out to the municipal association to see what their advice was. They said the Planning Board does not have to entertain this individuals request to appear before the Planning Board, however, it might be wise to have the Planning Board respond to the request with a letter from the Chair stating what the Planning Board did to confirm ownership, that it had no notice of these title issues, and these issues are private civil disputes. His main issue was how the Planning Board could approve a plan on someone else's land. Our stance is, according to our records, it is not their land. It is SNHU's land. He wanted to come in and talk, but I drafted a letter per the Municipal Association's recommendation. It is up to you whether you would like to see and speak with him or deny his request to appear before the Board, and send him a letter stating we did what we were supposed to do. If you want to send a letter and make

any edits and changes to the one I drafted, please let me know and I can do that.

*D. Winterton motioned to send the letter as drafted. Seconded by D. Marshall. **Motion carried unanimously.***

**ADJOURNMENT**

*D. Marshall motioned to adjourn. Seconded by T. Prasol. **Motion carried unanimously.***

**The meeting was adjourned at 7:20 pm.**

**Respectfully submitted by,**

**AnnMarie White  
Recording Clerk**