

ZONING BOARD OF ADJUSTMENT
268B MAMMOTH ROAD
LONDONDERRY, NH 03053

1
2
3
4
5 DATE: AUGUST 21, 2013
6
7 CASE NO.: 8/21/2013-3
8
9 APPLICANT: ARANCO REALTY, INCORPORATED
10 557 NORTH STATE STREET
11 CONCORD, NH 03301
12
13 LOCATION: 132 ROCKINGHAM ROAD; 16-68, C-II
14
15 BOARD MEMBERS PRESENT: JIM SMITH, CHAIR
16 LARRY O'SULLIVAN, VOTING MEMBER
17 JAMES TOTTEN, VOTING ALTERNATE
18 NEIL DUNN, CLERK
19
20 REQUEST: SPECIAL EXCEPTION TO ALLOW AN OFF-PREMISE SIGN IN ACCORDANCE
21 WITH THE PROVISIONS OF SECTION 3.11.6.3.6.
22
23

24 PRESENTATION: At the opening of the meeting, the Chair announced to all applicants that with only four
25 Board members in attendance, they would have the opportunity to request a continuance.
26

27 JAMES SMITH: Before we start, you understand there are only four members; you need three votes?
28

29 CHRIS ASLIN: Yes I do. I know.
30

31 JAMES SMITH: And the chances of us getting a fifth member...
32

33 LARRY O'SULLIVAN: Tonight?
34

35 JAMES SMITH: ...in the near future are not too great.
36

37 [Laughter]
38

39 CHRIS ASLIN: Understood.
40

41 JAMES SMITH: Okay. We'll read the case in and then you'll have the floor.
42

43 Case No. 8/21/2013-3 was read into the record with four previous cases listed.
44

45 JAMES SMITH: Okay, who will be presenting?
46

47 CHRIS ASLIN: Good evening. Attorney Chris Aslin from the law firm of Bernstein Shur in Manchester, on
48 behalf of Aranco Realty, Inc. As you heard, we are here tonight for a special exception to allow an off-premise
49 on the property at 132 Rockingham Road. The sign is a proposed 6 x 4 foot, so 24 square foot sign for the Mill
50 Pond residential development which is owned by Brook Hollow Corporation and is up the road; up Auburn
51 Street and then Wilson Road...or Auburn Road, rather. And the proposed sign is proposed to be located on
52 the corner of Rockingham Road and Auburn Road. The Board has, in its packet, an Exhibit "A," which shows
53 the proposed approximate location of the sign, which is essentially along the tree line, down near the
54 telephone poles that are on the corner of that lot. And it would be a two sided sign with an arrow. There is a
55 picture in your packet of the proposed text and coloring of the sign, which would simply point up Auburn Road
56 with instructions to turn onto Wilson Road in a quarter mile and describe the Mill Pond residential
57 development. Under the ordinance, a special exception is required for an off-premise sign under Section
58 3.11.6.3.6 and we believe that we satisfy all of the requirements of that section. I'll go through them quickly.
59 The first two subsections allow a single off-premise sign on an individual parcel and restrict the property to no
60 more than two off-premise signs. We're seeking a single sign, so we would meet both of those requirements.
61 The third section has to do with the square footage of the sign, a maximum of 25 square feet. We're proposing
62 24, so we are within the maximum amount allowed. The fourth subsection is not applicable because we are in
63 the commercial district. And the fifth subsection is also not applicable because we are not seeking an
64 additional directional sign. Just the initial one off-premise sign. And finally, the sixth subsection requires that
65 the sign meet all other applicable regulations of the ordinance. We believe that it would do and that would be
66 confirmed through the process of a building permit being granted if we were to receive the special exception
67 this evening. The sign would be located on the corner of that lot in a way that would not obstruct traffic. It
68 would be visible. We're proposing it to be...the slope comes down from the road there, so the sign would sit
69 at approximate the height of eye level for vehicles coming in. Vehicles traveling on Auburn Road, the left turn
70 is quite a wide left there, so there would be no obstruction of visibility for traffic in that direction. And
71 similarly, coming north on Rockingham Road, it is sufficiently off the side of the road that it would not obstruct
72 visibility. And we don't believe there would be any traffic or safety issues associated with the sign and it is
73 consistent with the commercial character of this area. With that, I would entertain any questions that the
74 Board has and be happy to try and answer them to the best of my ability.

75
76 LARRY O'SULLIVAN: What's on that lot now?

77
78 CHRIS ASLIN: The lot currently has a small bit of parking on the Independence Drive side, but is primarily
79 wooded. I have some pictures that I would be happy to share with the Board that will give you a sense [see
80 Exhibit "B"].

81
82 LARRY O'SULLIVAN: Do you have anything better than this [referring to Exhibit "A"]? Because I can't read this
83 at all. I mean it's either my glasses, the light, or this is just crummy.

84
85 CHRIS ASLIN: It's not a great copy. Unfortunately, we were only able to obtain this via fax and it didn't come
86 through that clear, but in essence, this is a conceptual site plan that doesn't necessarily reflect the exact
87 current use. It's just to give a sense of the location of the lot and the location of the sign. So in the photos
88 that I just provided, the first photo in the packet is of that corner, what is the northeast corner of the
89 Rockingham Road and Auburn Road intersection. And as you...

90
91 LARRY O'SULLIVAN: Okay, so there's a little "New Home" sign there.

92
93 CHRIS ASLIN: Yeah, that is an older sign that I don't believe is existing anymore.
94
95 LARRY O'SULLIVAN: Okay, how close to that sign are we?
96
97 CHRIS ASLIN: The sign that would be proposed would be located near the telephone pole, which you see on
98 the right hand side of the picture, so away from the road, so that it would not be blocking sight lines.
99
100 LARRY O'SULLIVAN: Okay, so it's on the right side as we're looking at this picture...
101
102 CHRIS ASLIN: Correct.
103
104 LARRY O'SULLIVAN: ...of the telephone pole. Okay.
105
106 CHRIS ASLIN: Yes.
107
108 LARRY O'SULLIVAN: That's on what street side now?
109
110 CHRIS ASLIN: This first photo is as you are traveling north on Rockingham Road, approaching the right hand
111 turn onto Auburn Road, which would be the turn that the sign would be indicating for you to follow. The
112 second picture is the other direction, coming what would be west on Auburn Road towards that same
113 intersection. So in that instance, the sign would be located just on the far side of the two telephone poles that
114 you can see on the left hand, behind that silver car.
115
116 LARRY O'SULLIVAN: So you're moving it well off the edge of the road currently.
117
118 CHRIS ASLIN: Correct. And from this direction, as you can see, the truck that is making a left turn is actually
119 beyond the location of the sign already when it comes to the intersection, so there would be absolutely no
120 visual barrier. Those are probably the two most relevant pictures. There's a series that show the corners...of
121 this corner from various angles and then the last couple pictures are actually from the corner of Auburn Road
122 and Independence Drive, which are not as relevant but just to give you a sense of the wooded area that is on
123 that north end of the lot in question.
124
125 LARRY O'SULLIVAN: So this is really a temporary sign?
126
127 CHRIS ASLIN: It is a temporary sign. The agreement that has been entered into between Brook Hollow and
128 Aranco allows for a one year....it's a one year agreement with the option, potentially, to be extended for a
129 second year. The proposal is to have the sign up to attract people to come view the homes that are being
130 built in the Mill Pond development and eventually those would be sold and the sign would not be needed.
131
132 LARRY O'SULLIVAN: Where's Mill Pond?
133
134 CHRIS ASLIN: Mill Pond development is up Wilson Road.
135
136 LARRY O'SULLIVAN: Right.
137

138 CHRIS ASLIN: So it's a ways off...
139
140 LARRY O'SULLIVAN: So it's still Londonderry?
141
142 CHRIS ASLIN: It is still in Londonderry, yes.
143
144 NEIL DUNN: And how many houses?
145
146 CHRIS ASLIN: I believe the total...in the total subdivision plan, there is a series of them, but I believe that there
147 is a potential for up to 200 houses in that whole development.
148
149 LARRY O'SULLIVAN: It's not workforce housing, is it?
150
151 CHRIS ASLIN: It is not.
152
153 LARRY O'SULLIVAN: Never mind. Just teasing.
154
155 CHRIS ASLIN: I know.
156
157 NEIL DUNN: Mr. Chairman, if I may? Richard, in our sign ordinance and our exception for it, it talks of the
158 location of a business. Do we...I guess, to Larry's point, it seems like it may be temporary. Do we call new
159 homes "businesses"?
160
161 RICHARD CANUEL: Well...
162
163 NEIL DUNN: I'm kind of having...
164
165 RICHARD CANUEL: I...
166
167 NEIL DUNN: I mean, usually, that's what it's for, you know, 'Stonyfield Yogurt down the road' type thing.
168
169 RICHARD CANUEL: Yeah, that's true. I think that's what the intent of the ordinance really is, but if we want to
170 look at Mill Pond as a development, it essentially is a business.
171
172 LARRY O'SULLIVAN: I mean, look at it like we do Nevins.
173
174 RICHARD CANUEL: Sure, yeah.
175
176 LARRY O'SULLIVAN: I mean, they're exactly the same scenario.
177
178 RICHARD CANUEL: Sure.
179
180 JAMES SMITH: Yeah.
181
182 LARRY O'SULLIVAN: Where they have an off-premises sign. We've approved it. I think...didn't we put a time
183 limit on that, too? I'm pretty sure we did put a time limit on it.

184
185 RICHARD CANUEL: Yeah, there was a sunset on that, but there was also an extension granted to that, I think.
186
187 NEIL DUNN: For the next phase, yes...
188
189 LARRY O'SULLIVAN: But there's a time limit.
190
191 RICHARD CANUEL: I think they came back to the Board and got an extension to that.
192
193 LARRY O'SULLIVAN: But there's a time limit.
194
195 RICHARD CANUEL: Yes. Yeah.
196
197 LARRY O'SULLIVAN: It's not a...
198
199 RICHARD CANUEL: Yup, there is a sunset...
200
201 LARRY O'SULLIVAN: There's is a special exception with a timeframe.
202
203 RICHARD CANUEL: Sure.
204
205 LARRY O'SULLIVAN: Okay. Alright, thank you. There is nothing built on this lot, though, in the way of a
206 structure.
207
208 CHRIS ASLIN: Not that I'm aware of. There may be something on the far south east corner on Independence
209 Drive.
210
211 JAMES SMITH: I think at one time they wanted to build a gas station here.
212
213 LARRY O'SULLIVAN: Yeah. But there was nothing on it then.
214
215 JAMES SMITH: Yeah. One thing I would like to raise; you give us a picture of a sign which is 4 x 6, I believe.
216
217 CHRIS ASLIN: Correct.
218
219 JAMES SMITH: Could you make the owner of the sign understand that any additional to the sign such as flags,
220 stickers advertising a particular event, are not approved, and that would increase the size of the sign?
221
222 LARRY O'SULLIVAN: "Open house"?
223
224 JAMES SMITH: Yeah. Yeah, those types of things.
225
226 CHRIS ASLIN: Sure, as I read the ordinance, there's a maximum of 25 square foot. So we would exceed that if
227 we added any area to the sign.
228
229 JAMES SMITH: Not everybody understands that.

230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275

LARRY O'SULLIVAN: Alright, I mean, enforcement's somebody else's gig.

[Laughter]

JAMES SMITH: Right, Richard?

LARRY O'SULLIVAN: No policy, no enforcement needed.

RICHARD CANUEL: Unfortunately, it comes down to an enforcement matter.

JAMES SMITH: Yeah. Okay. I just thought I'd throw that out so it was on the table from the get go.

CHRIS ASLIN: Certainly we understand that requirement.

JAMES SMITH: Okay. Any other questions, observations or...?

JAMES TOTTEN: No, sir.

JAMES SMITH: I think it meets all the requirements.

LARRY O'SULLIVAN: For a special exception for a sign.

JAMES SMITH: Yeah.

LARRY O'SULLIVAN: Right? I would suggest that we put a time limit on it.

NEIL DUNN: Mm-hmm.

LARRY O'SULLIVAN: Similar to what we did for the Nevins. I'm trying to think, we did one for the ski hill/elderly section. Up on the top of...

UNIDENTIFIED AUDIENCE MEMBER: Parrish Hill.

LARRY O'SULLIVAN: Parrish Hill, that's it. Right? Shouldn't we be better off in 12 months or 24 months, knowing what that's going to look like in that part of the world? Because shouldn't the State be done by then with that expansion on that section?

RICHARD CANUEL: You're asking me?

LARRY O'SULLIVAN: Well...

RICHARD CANUEL: That's a good question.

[Laughter]

276 RICHARD CANUEL: How long have they been working on that section of the road?
277
278 LARRY O'SULLIVAN: I mean, right now...yeah, but right now, it's pretty rough over there.
279
280 RICHARD CANUEL: It sure is.
281
282 JAMES SMITH: Why don't we tie to their contract?
283
284 NEIL DUNN: What is they renew the...?
285
286 JAMES SMITH: In other words, the contract was written for a one year period with an option to extend it for
287 one year. And at the termination of that contract, the exception would expire.
288
289 LARRY O'SULLIVAN: Well, my only point about this is it's a special exception which we can...we do have the
290 right to put a timeframe on, among other things, but for where this is now, if we were to start this now, that
291 lot is terrible. A sign of any type, kind, or shape will be an improvement to that. What you can see there. It is
292 really is in bad shape. This may give the sign owners or the property the incentive to pick up some of the trash
293 there because, I mean, it looks like a dump. Granted that there's lots of construction going on there, but it still
294 looks terrible, so...Anyway, that's why I would suggest something along the lines of just putting a timeframe on
295 it, whether it be 12 or 18 months or what have you.
296
297 JAMES SMITH: Well...
298
299 LARRY O'SULLIVAN: Because by then, the State will be finished and you'll have something far more
300 presentable in the way of a street that goes by.
301
302 JAMES SMITH: Well, okay. The reason I'd like to tie it to...because when you read down through, on part nine
303 of it says "In the event Aranco executes a land lease with another party during the lease term, Brook agrees to
304 have their sign removed and..." da-da-da. So it's written into their contract if something happens, even before
305 a year is up, it would be removed.
306
307 LARRY O'SULLIVAN: Okay, I don't...okay. If that floats your boat, fine.
308
309 JAMES SMITH: So the original...this contract is written for a year with an option for a one year extension, if
310 both parties agree, and then we'd say the special exception would run concurrent with this contract.
311
312 LARRY O'SULLIVAN: Whoa. I have problems with dealing with that, though.
313
314 JAMES SMITH: Well, then Richard, wouldn't...who's going to track a year?
315
316 LARRY O'SULLIVAN: How will we enforce that? Are you going to enforce that?
317
318 RICHARD CANUEL: Well, yeah, that would be a problem, you know, being that the contract is an agreement
319 between private parties that the Town has no knowledge of, it would be difficult to figure when that contract
320 was terminated or...
321

322 LARRY O'SULLIVAN: Or if there were any changes to it or...
323
324 RICHARD CANUEL: ...or when it was extended. So, I mean, if you so choose to grant the special exception, you
325 could grant it with a time limitation not to exceed a certain number of months.
326
327 LARRY O'SULLIVAN: Could we do that instead? I mean...
328
329 RICHARD CANUEL: Sure.
330
331 LARRY O'SULLIVAN: Two years?
332
333 JAMES SMITH: Two years or one year?
334
335 LARRY O'SULLIVAN: I don't see the significant difference. I think in 24 months, they ought to be done.
336 Eighteen months, I think, they'll be done, so...
337
338 JAMES SMITH: Okay, two. Why don't we say two years? Because that's...the only reason...
339
340 LARRY O'SULLIVAN: They'll have to come back in two years in order to get it renewed or to have it extended
341 or what have you anyway.
342
343 JAMES SMITH: Yeah.
344
345 LARRY O'SULLIVAN: Right?
346
347 JAMES SMITH: Yeah.
348
349 JAMES TOTTEN: Yeah, that's fine.
350
351 LARRY O'SULLIVAN: You'll be a full member by then, right?
352
353 JAMES TOTTEN: We'll see.
354
355 JAMES SMITH: Okay. Any other questions, observations? Anybody from the audience who would like to
356 make a comment?
357
358 PAULINE CARON: Pauline Caron, 369 Mammoth Road. Has this development started yet?
359
360 RICHARD CANUEL: Yes, it certainly has.
361
362 PAULINE CARON: It has?
363
364 RICHARD CANUEL: Yeah, it's in the second phase of development already.
365
366 PAULINE CARON: Oh, okay. Because I was wondering if they were going to put the sign up before the
367 development started. That was the only question I had. Thank you.

368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412

JAMES SMITH: Okay. Anyone else? Seeing none, any further questions from the Board? Okay, the public hearing is now closed.

DELIBERATIONS:

JAMES SMITH: Any comments? If not...

NEIL DUNN: Just that the applicant addressed the nine points. One thing I'd like to make note to is that the applicant has agreed to only having one off-premise sign, where they could have had two, theoretically. So I would...yeah, and nobody has any comments.

LARRY O'SULLIVAN: Are you going to make the motion? Twenty four months?

NEIL DUNN: I make a motion to grant case 8/21/2013-3, based on the application and with a maximum two years duration from approval.

LARRY O'SULLIVAN: End of the meeting.

JAMES SMITH: Do I have a second?

JAMES TOTTEN: I'll second.

JAMES SMITH: Okay. All those in favor?

LARRY O'SULLIVAN: Aye.

NEIL DUNN: Aye.

JAMES TOTTEN: Aye.

JAMES SMITH: Aye.

CHRIS ASLIN: Thank you very much.

RESULT: THE MOTION TO GRANT CASE NO. 8/21/2013-3 WITH RESTRICTIONS WAS APPROVED, 4-0-0.

RESPECTFULLY SUBMITTED.



NEIL DUNN, CLERK

TYPED AND TRANSCRIBED BY JAYE A TROTTIER, SECRETARY

APPROVED SEPTEMBER 18, 2013 WITH A MOTION MADE BY LARRY O'SULLIVAN, SECONDED BY JAMES

413 TOTTEN AND APPROVED 3-0-1 (JACKIE BENARD ABSTAINED AS SHE WAS NOT A MEMBER OF THE BOARD AT
414 THE TIME).