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**LITCHFIELD PLANNING BOARD  
October 19, 2010**

Minutes approved 11/9/10

**Members present:**

- Edward Almeida, Chairman
- Jayson Brennen, Clerk
- Leon Barry
- Frank Byron, Selectmen’s Representative
- Carlos Fuertes
- Barry Bean
- John Miller, Alternate

**Members not present:**

- Joel Kapelson, Alternate

**AGENDA**

- 1. Minda Shaheen NRPC RE: Lower Merrimack River Corridor Plan**
- 2. Rolling Acres Phase III - Reconsider Revocation of Subdivision**
- 3. Rolling Acres Phase IV - Consider Rescinding Conditional Approval**

**Any Other Business: Minutes**

**Correspondence**

Chairman Almeida called the meeting to order at 7:03 p.m.

**1. Minda Shaheen NRPC RE: Lower Merrimack River Corridor Plan**

This was postponed until November 16, 2010.

**2. Rolling Acres Phase III**

Member Leon Barry is off the Board being an abutter. Mr. Vatche Manoukian, Cutler & Page, LLC, was present. Abutter Tyler Matthews, 38 Page Road, was also present.

The Board had voted to revoke Rolling Acres Phase III subdivision that had been approved in 2005. The Board had voted in May 2010 to revoke the subdivision due to Mr. Manoukian not posting a \$75,000 restoration bond and payment of \$471.50. A

**Litchfield Planning Board**

**October 19, 2010**

1 Notice of Decision was sent to Mr. Manoukian. The \$471.50 has been paid but the bond  
2 has not been posted. Mr. Manoukian stated that the \$75,000 was not due to be posted

3  
4 until such time as construction had begun and not when the land was being cleared.

5  
6 Mr. Manoukian said the Board received a letter from his engineer, the firm of Maynard &  
7 Paquette, stating that construction was not started. Mr. Manoukian: If the Board wants to  
8 change the condition of that approval today, it is up to the Board.

9  
10 The letter from Maynard & Paquette was reviewed. Chairman Almeida referred to the  
11 letter from the Board to Mr. Manoukian dated May 2010 regarding Notice of Decision.  
12 Item 3 states the condition of clearing operations - it did not state commencement of  
13 operations. That is a point of confusion.

14  
15 Mr. Manoukian indicated that the Board should go with the conditions of approval and  
16 not the letter he received from the Board. He said he got permission from the Town to cut  
17 the trees. He further stated that his attorney had spoken with the Town Attorney who  
18 suggested a letter from the engineer. The engineer walked the land and provided his  
19 professional opinion. He found no erosion had taken place. The Planning Board was not  
20 aware of the conversation between the two attorneys.

21  
22 Chairman Almeida pointed out the revocation stands, and this is a hearing to reconsider  
23 the revocation. Mr. Manoukian: It is unfair what you guys are doing. What is the purpose  
24 of this? What triggered this? What is the Town's gain from this?

25  
26 Mr. Almeida: That we get the restoration bond in place. Mr. Manoukian: But there is no  
27 need for it; there is nothing to replace. The restoration bond is there during construction  
28 and something has to be restored. The letter says there is nothing to be restored and  
29 nothing has been done to be restored. Clearing the land is not starting construction, sir.  
30 I feel the Town is getting real aggressive with me but it is up to the Town to do whatever  
31 they want but it is unfair.

32  
33 Mr. Brennen: This has been hanging out there since 2006. On those points, wasn't one of  
34 the points based on our zoning ordinance that there has to be some active and substantial  
35 development within a certain time period? And we had an opinion on that as to what it  
36 meant? Did we ever get a definition on that? Mr. Almeida: Not really.

37  
38 Talk ensued. Mr. Manoukian: What is the gain of the Town to revoke a subdivision?  
39 Mr. Almeida: There is nothing to be gained; we are just asking for the restoration bond.

40  
41 Mr. Manoukian: I spent thousands of dollars to get this approved, and even when the  
42 economy was booming, I used to get one certificate a year, or two certificates a year...I  
43 carried this land for all this time. Then we were hit with a bad economy. What is the  
44 gain? The bond is not due. Is there some kind of vendetta against me?

45

1 Mr. Almeida: Not at all.

2

3

4 It was pointed out that the Board has no letter from the Town attorney or Mr.  
5 Manoukian's attorney. Mr. Manoukian told the Board that Mr. Prolman had asked him to  
6 engage an engineer. Mr. Manoukian: The Town never asked me did you have any  
7 correspondence from the attorneys. I would have produced that.

8

9 Mr. Miller: I think one of the points to remember this whole thing started when there was  
10 a balance due; the fees had not been paid. You asked earlier what was the trigger that  
11 started the process. The trigger that started the process, as I remember it, is the whole  
12 situation around the fees owed to the Town...as well as the gentleman sitting behind you  
13 with the whole situation with his driveway, the road and what that means for him...

14

15 Mr. Manoukian: Well, we are mixing apples and oranges here. There are two  
16 subdivisions we are talking about. This is Phase III. The deposit that was in Phase III  
17 over \$7,000 was transferred to Phase IV. The invoice that created the negative came after  
18 Phase IV. These fees were paid for Phase III, 100% and we had excess money sitting  
19 there more than \$7,000 and we transferred those excess funds to Phase IV.

20

21 To this, Mrs. McKibben said the only transfer she made was from Phase II to Phase IV.

22

23 Mr. Manoukian: Phase III was fully funded; the project was sitting there. There was no  
24 reason to pay the bills. Phase III funds have been paid.

25

26 Mr. Miller: But in the middle of the summer there was a balance.

27

28 Mr. Manoukian: But I have to correct you. Phase III when approved and recorded there  
29 was excess funds in Phase III that was transferred to Phase IV.

30

31 Mrs. McKibben: I do not know about that.

32

33 Mr. Manoukian: I have letters from the Town. I authorized the transfer and you can check  
34 that. The Town engineer produced a new bill after the approval was done.

35

36 Mr. Manoukian further stated that the driveways are not his responsibility. Mr.  
37 Manoukian: I was going to do them. The driveways are the responsibility of the builder. I  
38 am not the builder. I am the developer.

39

40 Mr. Almeida: What is your intention with the bond?

41

42 Mr. Manoukian: When we start construction, we will post the bond. We have a pre-  
43 construction meeting then before we put any equipment there and start digging for the  
44 road and put the infrastructure in we put the bond.

45

**Litchfield Planning Board**

**October 19, 2010**

1 Mr. Almeida: Roughly, when do you think that would be?

2 Mr. Manoukian: Next April, at the earliest, or May.

3

4 As to the bankruptcy, Mr. Manoukian said they are working with the banks for the  
5 lenders on this land who borrowed money to come to an agreement to sell the mortgages.  
6 He is in negotiations.

7

8 The Board reviewed the minutes of April 4, 2006. It was noted the plan was approved in  
9 2005 and work started in 2006. That is when the motion for the restoration bond was  
10 made as a condition.

11

12 Mr. Manoukian: You mean to tell me if I cut some trees on my land that constitutes  
13 starting construction?

14

15 Mr. Almeida: It constitutes clearing operations and that is what this letter states (Notice  
16 of Decision).

17

18 Mr. Manoukian: Does that approval say upon clearing of the land, or upon cutting trees,  
19 the bond is due. In the original approval it does not say that. If it says that, then you are  
20 right, the bond has to be posted. If it does not say that, I do not think that condition  
21 applies, sir.

22

23 Mr. Almeida: The motion was made and it passed. Mr. Manoukian: The motion was  
24 made in error, sir.

25

26 Mrs. McKibben: But that was not at the time of approval. I will see if I can put my hands  
27 on the 2005 approval.

28

29 Mr. Almeida: According to this (minutes) Attorney Prolman said he would put those  
30 conditions and make sure it gets to the preconstruction meeting. Mr. Manoukian: We  
31 never had a pre-construction meeting.

32

33 The Town had a growth management ordinance in place distributing certificates per  
34 subdivision. Mr. Manoukian said it took him 2 to 3 years to get seven certificates to be  
35 able to build.

36

37 The conditions of approval were reviewed. The restoration bond was not a requirement in  
38 2005 but came into play in 2006 when Mr. Manoukian started cutting trees. It was said  
39 there is nothing about a restoration bond on the original approval; only a road bond but  
40 no set amount. It was said the motion for the restoration bond was made on April 4, 2006.

41

42 Talk went on as to a road bond versus a restoration bond. The Board reviewed the bond  
43 estimate from Lou Caron. Mr. Brennen: The road bond is for construction and the  
44 restoration bond was in case the land was ripped apart and it was abandoned and we

1 needed to get it back to its original state. We are here because the fees were not paid and  
2 that is what triggered it all.

3  
4  
5 Again, Mr. Manoukian said that he would post the bond when he starts the road.

6  
7 Mr. Byron: In the bond estimate there is no requirement for paving (L. Caron’s letter); it  
8 is only for reclamation of the disturbance done to the soils, logging, stumping, etc. The  
9 bond was placed on that construction at the request of Attorney Prolman who is Mr.  
10 Manoukian’s attorney. There are two bond amounts: one is for the road includes hot top,  
11 paving, under street work and it appears that Attorney Prolman in 2006 requested a lower  
12 amount because of the amount of money it would take in order to pay for that type of a  
13 bond and the Board granted a lower bond amount. Mr. Caron calculated the bond at  
14 \$45,000. The Board felt it was too low and increased it. It was to reclaim the property and  
15 the development never went through.

16  
17 Talk ensued. Mr. Manoukian: In my engineer’s letter it says that there was no stumping  
18 and nothing was done. He is a professional licensed engineer and he is saying nothing has  
19 been done in the past two to three years. There is nothing to reclaim.

20  
21 There were a lot of discussions regarding the restoration bond as to whether or not the  
22 restoration bond implied clearing of trees. Mr. Miller read from the minutes of June 15,  
23 2010 where Mr. Manoukian had stated that before winter comes he would put a binder on  
24 the entrance of the road itself. Mr. Manoukian responded to Mr. Miller that he had stated  
25 at the meeting if the Board would not revoke the plans, that he would do it if the Board  
26 works with him. “If the board will not revoke the plans on Phase III, I will fulfill my  
27 promise”.

28  
29 The engineer’s letter had been forwarded to Town Counsel but Mr. Almeida has not  
30 heard from Town Counsel. Chairman Almeida indicated an option is that the Board hires  
31 its own engineer to check the findings of Mr. Manoukian’s engineer but he did not want  
32 to incur the cost.

33  
34 Mr. Byron pointed out that the Notice of Decision was written by Town Counsel. Item 3  
35 in the Notice of Decision states that *at a meeting of the Litchfield Planning Board on*  
36 *April 4, 2006, the Board approved the posting of a \$75,000 restoration bond by Cutler &*  
37 *Page, LLC as a condition of permitting land clearing operations only at the site of the*  
38 *subdivision. Item 4. And after April 4, 2006, land clearing activities were commenced by*  
39 *Cutler and Page, LLC at the site of the subdivision but the Town did not receive the*  
40 *required restoration bond.*

41  
42 Mr. Almeida: It seems like we mashed two things together here: the road bond and the  
43 restoration bond.

**Litchfield Planning Board**

**October 19, 2010**

1 Mr. Byron: No. It appears that the road bond was calculated and the applicant said the  
2 road bond was too much that the land would be sitting idle. So, they requested a lesser  
3 bond to allow them to do land clearing and that lesser bond was \$45,000 bond amount  
4 and it was voted on by the Planning Board to increase it to \$75,000.

5  
6 Mr. Wagner added that just around the same time the regulation was amended and no  
7 longer provides for restoration bonds.

8  
9 Mr. Byron: Clearing operations were done after the vote of the Planning Board for the  
10 bond.

11  
12 The approved plan was reviewed and there was no language regarding a restoration bond.

13 Mr. Brennen: The question is whether or not tree cutting is considered starting  
14 construction?

15  
16 In Town Counsel's letter it mentions clearing.

17  
18 Mr. Miller is concerned about the items talked about at the June 15, 2010, meeting  
19 regarding the status of the road and the things that were to be done before winter. Mr.  
20 Wagner said that should have nothing to do with the Board's decision. Mr. Barry  
21 suggested making the bond a condition and that no further clearing is to happen until the  
22 bond is posted and he comes back to the Board.

23  
24 Mr. Matthews: What constitutes nothing?

25  
26 Mr. Almeida: No more clearing. He can't take any action regarding clearing, stumping,  
27 etc.

28  
29 Talk ensued. Mr. Manoukian: We have not done anything to hurt the land. A few trees  
30 were cut and we had a permit. If I do anything, I have to come to the Town.

31  
32 Mr. Barry Bean commented that last year he had 20 trees removed due to a storm and he  
33 is not developing the land.

34  
35 Chairman Almeida appointed John Miller as a voting member.

36  
37 Mr. Manoukian: On the calculation letter, at the bottom of the letter, it says the purpose  
38 of the bond...if could you read it again. Nothing of those has happened for the bond to be  
39 triggered and that clears everything up.

40  
41 Mr. Lou Caron's bond estimate indicates *the purpose of the bond is to provide the*  
42 *funding guarantee to stabilize, landscape and construct erosion controlled measures in*  
43 *the disturbed areas in the event the developer abandons the project.* Mr. Manougian:  
44 None of those happened. I did not abandon the project.

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Mr. Miller: It is not abandoned until it is abandoned. If you do not have the \$75,000, then is it abandoned?

Mr. Barry asked Mr. Almeida if he found the land was disturbed when he viewed the property. Mr. Almeida: It was cleared. There were some trees cut in my opinion. Was it disturbed? I personally would not consider it disturbed in a sense that construction began but that is not what the letter says. The letter specifically states clearing operations; it doesn't refer to construction beginning.

Mr. Kevin Lynch, Code Enforcement Officer, said that trees were cut but there was no stumping. Trees were cleared, if he had stumped and started excavating, yes, the bond would be required. There are people cutting all over the place. "There is no erosion that I know of."

Mr. Byron **MOTIONED** that the Litchfield Planning Board hereby revokes its prior decision to revoke the approval of Rolling Acres Phase III, Tax Map 2 Lot 88. Mr. Brennen seconded. It was felt the wording should say rescind the prior approval. Mr. Byron **AMENDED MOTION** to use the term to rescind the revocation. Mr. Brennen seconded. Vote on amendment: Motion carried 6-0-0.

Mr. Almeida: I just want to add one thing. I think the Board feels, in my opinion, the conditions have been met and defined what clearing means and we have land that might have been cleared but that does not constitute a \$75,000 bond. Mr. Brennen: I am nervous that this moving forward will continue with the status quo of the property which means years of inactivity - the driveway/road issue that has been in place for 5 plus years now, I am nervous this motion does not have any say. Mr. Wagner suggested the Board form an opinion after the vote. Mr. Byron: My concern is that there was a letter sent to the applicant and a requirement that the Planning Board put in place a restoration bond. A restoration bond is required to be put in place or could be put in place...for restoring the property making sure it was in a condition for long term if there is damage to it. The applicant has documented in that letter after that restoration bond was put in place went forward and started clearing operations which was a contradiction to what the prior request of the Planning Board as well as the request of the applicant's attorney who came to the Planning Board and asked for that restoration bond to be put in place.

Mr. Wagner: I think there is one thing you might know is I think...

Mr. Barry: I think this is a point of order. He is not a vote and you are taking information on a vote.

Mr. Byron: I have a point of order that you are not on the Board and you are making a point of order.

**Vote** on main motion to rescind the revocation: Motion carried 5-1-0.

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Mr. Almeida: I think you have heard from the Board that we have a lot of concerns about the development but overall we granted you some leniency here by not requiring the restoration bond. We do so in the hopes you will continue to do your best to help the homeowners.

Mr. Miller: How do we get back to what was committed to in June that deals with the driveway situation? Mr. Almeida: I am trying to appeal to the applicant to do his best.

Mr. Wagner suggested the Board make a finding that the cutting of trees that has occurred is in no way an indication of active and substantial development. From all the arguments the developer has made and the comments from the Board, it sounds like development has not begun; it is only tree cutting. So, it is not to be construed as any action or commencement of construction so the Board may have options in a later date as to their finding.

Talk went on as to active and substantial development and the four-year vesting rights.

Mr. Almeida **MOTIONED** that it is the opinion of the Board, the consensus of the Planning Board, that active and substantial development has not occurred. What we have had in this instance is some tree clearing and we feel that the tree clearing is not commencing of construction and would not imply that and so the applicant is bound by all the ordinances and regulations and everything else in the plan and in our regulations and ordinances. Mr. Bean seconded. Motion carried 6-0-0.

Mr. Brennen talked about the remainder of the parcel, 70 acres, and the potential development of open space which is an ordinance recently passed by the voters. The parcel is zoned transitional and industrial so the parcel would require a zoning change by the voters.

Mr. Tyler Matthews asked where he stands and his options. He maintains the road at this time, for five years and filling in potholes, etc. Mr. Matthews: What controls do I have? I am in Phase I and my driveway was approved and the access is in Phase III...

Mr. Lynch: Both buyers on both these lots entered into the conditions that Attorney Prolman had drafted allowing the applicant at the time the permit was issued it was agreed to and issued the driveways across Class VI Highway, which is not a common method for access to a lot if you are trying to eliminate curb cuts. It was done in this case. There was no note on the thing whether it had to be paved or who was going to maintain what...that is something that somebody is going to have to get together. You as a landowner have an issue with him...who is going to maintain what you agreed to at the time of the sale. That is another matter right there. I think you have a responsibility to be responsible - that is my opinion. Take it from there as to where you want to go. He



1 bought into something that was agreed to that has not been fulfilled because of the market  
2 reasons, something should be done to eliminate this.

3  
4 Mr. Lynch continued. The other reason the driveway was the pole, I saw the paving  
5 around the pole, this is different...but it is done. They paved around the pole. That is a  
6  
7 separate civil matter. I am not arguing for or against you. I have to work with what was  
8 agreed to. In this case the market dropped out...not just this project but other projects.  
9 They have to look at the agreement as what was agreed to and you need to sit and talk to  
10 them. I think he has a legitimate point after so many years you have traffic going in and  
11 out of there so either make it a private road and stay out of it until such time as  
12 permission is granted and get out there and help the guy maintain the road...there is  
13 another side you agreed to this driveway. It is part of the deed agreement.

14  
15 Mr. Matthews said he does not remember signing the agreement. Mr. Lynch will provide  
16 the documents to him. Mr. Barry asked Mr. Manoukian if he would be moving forward  
17 with the driveways before winter. Mr. Manoukian: I am going to try, yes. I will see my  
18 attorney.

19  
20 The temporary easement will be researched. Mr. Wagner pointed out that he believes Mr.  
21 Matthews has an easement so he has a say as to who passes over it.

22  
23 **3. Rolling Acres IV**

24  
25 Mr. Leon Barry off the Board. Mr. Vatche Manoukian, Cutler & Page, LLC, was present.

26  
27 It was noted the engineering fee owed the Town in the amount of \$7,444.22 has not been  
28 paid and so conditions of the conditional approval have not been met. Mr. Manoukian  
29 asked the Board to give him more time to comply with the conditions of the approval  
30 because there is a lot more work to be done by the engineer. He said that he is willing to  
31 pay what is owed but he needs time to finalize Phase IV. There are some documents from  
32 the State that need to be completed. He is asking for a one-year extension.

33  
34 Talk ensued. Mr. Manoukian: If I pay the bill, is the Board going to allow me time to  
35 complete conditional approval?

36  
37 It was said that there is no final engineered plan, which is what the State is waiting for.  
38 He said he could not complete the information due to the market.

39  
40 Mr. Byron: Mr. Manoukian, are you saying that you will pay the \$7,444.22?

41  
42 Mr. Manoukian: Yes.

43  
44 Mr. Byron: Are you really asking the Board if we would continue allowing your  
45 conditional approval to exist if you paid that amount?

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Mr. Manoukian: Yes.

Mr. Byron: Mr. Manoukian it says here in a letter that was sent to you on May 5, 2010, that if you didn't pay that by June 15<sup>th</sup>, then the Board would vote on that. You have had since May to pay and it is not paid to date. What assurances can you give me that it will be paid?

Mr. Manoukian: If I do not pay it, you just revoke it. You have the upper hand.

Mr. Byron: I am well aware of that. I think that is the whole reason this letter came to you but I am trying to get a sense from you. I guess I am kind of dubious if it is not paid by now, now being October 19<sup>th</sup>, and you have been notified since May that the bill was due, why would I believe you are going to pay it in the future.

Mr. Manoukian: 1. You do not have to believe anything I say. 2. I came here; this matter was heard after that. I was here on this issue on Phase IV and after that the Board said that they are trying to revoke this besides the payment issue for other conditions that I have never met.

Mr. Byron: It says here that it is the intent of the Planning Board to declare the subdivision approval granted on May 6, 2008 to be void unless payment of the outstanding fees due the Town of Litchfield in the amount of \$7,444.22 is received by the Town by June 15<sup>th</sup>. That was the only thing that the Board had requested that you do between May 5<sup>th</sup> and today to keep your approval alive and it has not happened yet.

Mr. Manoukian: It was based at that time Phase III was in jeopardy. The Board took an action to revoke Phase III and gave me time to deposit \$75,000. I said if Phase III is going to be revoked, why do I need Phase IV.

Mr. Manoukian further stated since Phase III is not revoked, he would pay the money.

Mr. Manoukian: What I am asking the Board is I had a condition of approval I have not fulfilled yet. I have not applied for site specifics, etc.

Mr. Byron: The payment of the bill due the Town is not standing in your way...would not cause a situation where you would not be allowed to go to the State for your permits.

Mr. Manoukian: Then I misunderstood the Board. I apologize for that.

Mr. Byron suggested the Board sets a date and time or the conditional approval expires or becomes null and void.

**Litchfield Planning Board**

**October 19, 2010**

1 Mr. Byron **MOTIONED** that the Litchfield Planning Board hereby sets the date of  
2 November 9, 2010, where full payment of the engineering fees of \$7,844.22 accrued in  
3 Rolling Acres IV will be paid to the Town in the form of a certified check. At which  
4 point if the fees are paid, the Planning Board will continue the conditional approval. Mr.  
5 Bean seconded. It was said that if the payment is not made, the Board would consider  
6 rescinding the conditional approval. Motion carried 6-0-0. At 9:17 p.m. Mr. Leon Barry  
7  
8 returned to the Board.

9

10 **ANY OTHER BUSINESS**

11

12 **Zoning Changes** - Mr. Lynch asked if the Board wants to pursue accessory dwelling  
13 units to go before the voters. This would entail in-law units. Also, it was suggested going  
14 forward with multi-family for work force housing. The Board is interested in reviewing  
15 the proposed ordinances. It was also noted to getting the building code change from 2006  
16 to 2009 into the ordinance. The last time the Board had reviewed the building code, Mr.  
17 Lynch not being present could not respond to the Board's questions and it was unclear  
18 what Mr. Lynch wanted to change. He will return to discuss this with the Board. Mr.  
19 Byron pointed out that accessory units become rentals not necessarily in-law apartments  
20 and it would bring in housing issues, impact on septic systems, etc. This was discussed.

21

22 **Cell Tower** - Mrs. McKibben explained when they plotted the access drive on the plan to  
23 get to the tower, the turnaround for the fire trucks would take out most of the church's  
24 soccer field. So, they are moving it over to the end of the paving and it appears they have  
25 room to go to the right and back up over to the building rather than taking the soccer  
26 field. The area is staked out right now. The Board has to make a decision how to  
27 proceed. The Fire Chief indicated that he can get the trucks in with the new change. Chief  
28 doesn't care how he drives in as long as he has the turning radius. Mrs. McKibben asked  
29 if this a field decision or does it require the applicant to come in and notify abutters.

30

31 Mr. Byron **MOTIONED** that the Planning Board hereby authorizes the Chairman to sign  
32 on behalf of the Board an amended plan revising the location of the access drive to allow  
33 for emergency vehicles ingress. It was seconded. Mr. Miller indicated abutters could  
34 challenge the change indicating it would be better to hold a hearing. Talk ensued. The  
35 final plans have not yet been signed. It was agreed to hold a public hearing and notify  
36 abutters. Mr. Byron withdrew his motion. The hearing is tentatively set for November 9,  
37 2010.

38

39 **2010 Zoning changes** - Mr. Wagner discussed what was reviewed at the last meeting as  
40 to fences being a structure and Mr. Lynch's request to change the ordinance. Mr. Wagner  
41 said that fence setbacks would apply to other districts not just residential so the Board  
42 may want to look at those districts or just keep the recommended change in the  
43 residential district. The issue is under definitions a fence is listed as a structure and all  
44 structures are supposed to meet the setbacks. Mr. Wagner will bring drafts for the next  
45 meeting.

**Litchfield Planning Board**

**October 19, 2010**

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**Impact fees** - Mr. Almeida said there is another document from Bruce Mayberry that was part of the package he had done on impact fees. This document involves the remainder fee assessments that Mr. Mayberry had completed but it is in draft form with a watermark. Mr. Almeida will have the watermark removed and the document sent to the Board members. As far as Mr. Almeida is concerned, Mr. Mayberry did what the Board had asked him to do in the contract. Mr. Barry would like to see another category, solid waste, added to the impact fee assessment. This was discussed.

**NRPC Representative** - Mr. Byron informed the Board that the Selectmen appointed Joel Kapelson as a representative to NRPC (Nashua Regional Planning Commission) replacing Jayson Brennen.

**Planning Board** - The Selectmen appointed Robert Curtis as a full member to the Planning Board replacing Alison Douglas’s term to expire 2012.

**Joint Meeting** - There will be a joint meeting with the Selectmen, Budget Committee, School Board and Town Counsel on November 1, 2010, at 6:00 p.m. at Town Hall to discuss use of impact fees. Mr. Mayberry’s fee to attend is \$700 so the Selectmen voted not to ask his attendance at the meeting.

**Minutes** - Mr. Byron **MOTIONED** that the Planning Board approves the minutes of October 5, 2010, as amended. Mr. Barry seconded. Motion carried 4-0-3.

There being no further business, Mr. Barry **MOTIONED** to adjourn the meeting. Mr. Bean seconded. Motion carried 7-0-0. The meeting adjourned at 10:18 p.m.

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Edward Almeida, Chairman

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Jayson Brennen, Clerk

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Leon Barry

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Frank Byron, Selectman

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Carlos Fuentes

**Litchfield Planning Board**

**October 19, 2010**

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Barry Bean

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John Miller, Alternate

Lorraine Dogopoulos  
Recording Secretary