



TOWN OF MASON, NH - PLANNING BOARD

Mason Town Offices & Library
Mann House, 16 Darling Hill Road
▪ Mason, NH 03048-4615



[Planning Board Website – masonnh.us](http://masonnh.us)

Phone: (603) 878-2070 ▪ Fax: (603) 878-4892 (Selectmen's Office)

Phone: (603) 417-6570

Mason Planning Board Meeting **Mason Town Hall - 7 Meetinghouse Hill Road** **Wednesday, June 29, 2022** **7:00 PM** **NOTICE of AGENDA**

- 7:00** Call to order by Chairman
Attendance
Set date of next meeting
Minutes of previous meeting to approve (5/25/22)
Reading of communications directed to the Board
- 7:10** Hearings on submitted applications and regulatory changes - No hearings will be started after 9:30 pm. (Hearings in progress at 9:30 PM will proceed at the Planning Board's discretion)
- MAS 22-01:** Review conditions of approval for an application by BLC Holdings, LLC, for a lot line adjustment between lot E-31 and lot E-36-3 to convey a 2.407-acre portion of lot E-31 to lot E-36-3 and a .962-acre portion of lot E-36-3 to lot E-31. Lot E-36-3 would increase from 5.256 acres to 7.065 acres and lot E-31 would decrease to 48.3 acres. Lot E-31 would be subdivided into three lots including proposed lot E-31 (28.725 acres), proposed lot E-31-1 (5.272 acres) and proposed lot E-31-2 (5.060 acres). A .285-acre "Parcel C" would be conveyed to the Town for Scripps Lane and a 7.784-acre conservation "Parcel D" would be conveyed to the Town and consolidated with Town-owned lot G-24. Newly created and reconfigured lots E-31, E-31-1, E-31-2 and E-36-3 would front on a new cul-de-sac street proposed to be built off of Scripps Lane. The lots would be served by on-site septic and individual wells. **Conditionally approved on May 25, 2022.**

Other Business

New business

- ADU Zoning Update
- Proposed Subdivision Regulation Changes

Old business

- Adjourn -

The public is invited to attend the above-described Mason Planning Board Meeting.



Mason Planning Board

16 Darling Hill Road, Mason, NH 03048

Meeting Date: Wednesday, May 25, 2022

Location: Mason Town Hall

Minutes: **Unapproved**

Call to Order

The meeting was called to order at 7:02 PM by Dane Rota.

Roll Call

Attending Members

Charlie Moser (Ex-O), Dane Rota, Dotsie Millbrandt (Vice Chair), Jerry Anderson, Katie Boots, Antje Skorupan (Alt.), Chris Jones (Alt.)

The next regular meeting is June 29, 2022.

Absent Members

Cynthia Donovan (Alt.)

Voting Members

Charlie Moser (Ex-O), Dane Rota, Dotsie Millbrandt (Vice Chair), Jerry Anderson, Katie Boots

Minutes of Previous Meeting

The board read the minutes of April 27, 2022.

Charlie made a motion to accept minutes from April 27, 2022. Dotsie seconded the motion. Dane, Jerry, and Katie approved. Motion passed.

Communication to the Board

Dane received communication regarding terrain alteration / logging activity on Lot J-60; referred to the Selectmen for review.

Public Hearings

MAS 22-01 Continuation from April 27, 2022:

An application by BLC Holdings, LLC, for a lot line adjustment between lot E-31 and lot E-36-3 to convey a 2.407-acre portion of lot E-31 to lot E-36-3 and a .962-acre portion of lot E-36-3 to lot E-31. Lot E-36-3 would increase from 5.256 acres to 7.065 acres and lot E-31 would decrease to 48.3 acres. Lot E-31 would be subdivided into three lots including proposed lot E-31 (28.725 acres), proposed lot E-31-1

(5.272 acres) and proposed lot E-31-2 (5.060 acres). A .285-acre "Parcel C" would be conveyed to the Town for Scripps Lane and a 7.784-acre conservation "Parcel D" would be conveyed to the Town and consolidated with Town-owned lot G-24. Newly created and reconfigured lots E-31, E-31-1, E-31-2 and E-36-3 would front on a new cul-de-sac street proposed to be built off of Scripps Lane. The lots would be served by on-site septic and individual wells.

Board members reviewed correspondence from Mike Vignale, KV Partners LLC, Town Engineer, that all requested comments have been adequately addressed in the updated subdivision plans. One further comment from Mike was that a 2 foot shoulder must be provided between the travel lanes and guardrail or any other vertical element. Randy Haight, said that it would be included in the plans, he is just waiting for the Design Engineer to finalize the plans.

Charlie made a motion to approve the Scripps Lane subdivision application submitted by BLC Holdings, LLC on the condition that prior to signing the MYLAR, the board is provided with the updated drawings showing the 2' shoulder are on the box culvert, that the board has received an approved Statement of Work or development agreement, the bond amount is set, and that all fees are paid. Dotsie seconded the motion. Jerry, Dotsie, Dane, Charlie, and Katie all approved the motion.

Application 22-01 is approved.

Old Business

Records Storage Improvement Update

New scanner received, board is starting to scan documents into OneDrive.

New Business

ADU Zoning Update

Dotsie provided an update on a potential ADU Zoning update. There is nothing in our current regulation that is out of spec; board to continue to review whether or not the existing regulation needs to be updated.

Hearings on Subdivision / Site Plans

N/A

Other Business

N/A

Adjournment

Charlie made a motion to adjourn at 8:29. Jerry seconded. Motion carried unanimously. Dane, Katie, and Dotsie approved. Meeting adjourned at 8:29.



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NOTICE OF DECISION

Authority: RSA 676:3

DATE: June 1, 2022

Table with project details: Project Name, Case Number, Plan (Plat) Date, Tax Map, Lot #.

Table with application details: Meeting Date, Applicant(s), Applicant's Consultant, Application Type.

In accordance with RSA 676:3, Issuance of Decision, this document and any attachments serves as written notice in the matter described herein...

MAS 22-01: An application by BLC Holdings, LLC for a lot line adjustment between lot E-31 and lot E-36-3 and a subdivision of E-31 into three lots on a new cul-de-sac street to be built off Scripps Lane with the following conditions:

- 1. Amend the plans to show a 2' shoulder between the travel lanes and guardrail for the proposed open bottom box culvert;
2. Submittal of an engineer's estimate of the cost for improvements associated with constructing proposed Twigg Lane and performance bond for approval by the Planning Board;
3. Receipt of a Statement of Work including timing and schedule of construction and associated inspections for approval by the Planning Board;
4. Receipt of slope and drainage easement documents for town approval, and
5. Payment of all Planning Board review fees.

Dane Rota
Chairman, Mason Planning Board

SUBDIVISION OF LAND
DEVELOPMENT AGREEMENT

This Agreement is entered into this ____ day of _____, 2022, between BLC Holdings, LLC ('Applicants'/'Owners') and the Town of Mason ('Town'). It represents the understanding of the parties regarding the granting by the Mason Planning Board ('Board') of subdivision approval for the development of a 4 (four) lot subdivision of land, containing improvements pursuant to the plans and conditions referenced below.

WHEREAS, the Applicant received approval for a subdivision of land, a development with proposed roadway named Twig Lane, located off Scripps Lane in Mason, New Hampshire, which 4 (four) lots comprises a total of 46.122± acres, as shown on subdivision of land drawings Entitled: Lot Line and Subdivision Plan, Tax Map E, Lots 31 and 36-3, BLC Holdings, LLC, Scripps Lane, Mason, New Hampshire, Scale 1" = 120', Dated: November 9, 2021, Prepared By: Meridian Land Services, Inc., Plan Recording Number: _____; Hillsborough County Registry of Deeds, Sheets 1 - 12, revised through May 24, 2022 (hereinafter 'Plan').

WHEREAS, the Town Board and the Applicant have reached agreement on the terms and conditions satisfying New Hampshire RSA 674:39, regarding vesting of approvals, for the approved subdivision of land; and satisfaction of the Town's requirements for road construction, maintenance and financial surety for completion of such improvements and obligations.

WHEREAS, the Town Board and the Applicant desire to set forth in writing a document to be recorded in the Hillsborough County Registry of Deeds, for all such terms and conditions.

In consideration for the Town Board granting subdivision plan approval and mutual promises and covenants herein, and entering into this Agreement, the parties hereby agree as follows:

I.

The Applicant's promise to perform improvements to the property as shown on the Plan, including construction of drainage conveyance swales and culverts, stormwater management basins, stormwater management treatment practices, concrete bridge expansion with guardrail and public roadway identified as Twig Lane is an obligation independent from any claims of a breach which may be alleged by the Town.

II.

Applicant shall notify the Town's Road Agent, or duly authorized agent, and the Town Board at least 30 (thirty) days prior to anticipated construction of any improvement. A pre- construction meeting shall be held at least 30 (thirty) days prior to commencement of construction. The purpose of the preconstruction meeting shall include the creation of an agreed upon schedule for inspection of roadway, stormwater management, erosion and sedimentation improvements, and concrete bridge expansion with guardrail. At the time of the preconstruction meeting, the Applicant shall identify its intended provider for inspection services and shall be responsible for the cost of inspection services.

III.

The Agreement to complete the proposed improvements is not contingent upon the commencement of work on the site or on the sale of any of the lots or property shown on the Plan. The Town Board shall, nevertheless, retain its right to draw upon the bond or financial surety and revoke subdivision approval.

IV.

The Applicant shall construct the improvements as indicated on the plan and any indicated specifications on the plan and/or as required by the Town Code and/or Regulations, and following the below schedule, time being of the essence.

On or before November 30, 2022, in order to satisfy the requirements of New Hampshire RSA 674:39-I, by meeting active and substantial development or building, the Applicant shall complete the following:

1. Complete installation of all preconstruction items, including erosion controls, silt fence and temporary construction entrance.
2. Installation of 18 inch pipe crossing at junction of Twig and Scripps Lanes.
3. Creation of Detention Pond P1 as shown on the Plan.

On or before November 30, 2023, in order to satisfy the requirements of New Hampshire RSA 674:39-II, by meeting substantial completion of the improvements as shown on the Plan, the Applicant shall do the following:

1. Construction of Twig Lane and all related infrastructure including concrete bridge extensions and guardrail to base course pavement, to be completed to the satisfaction of the Town or its duly authorized representative.

2. Applicant agrees to the following statement of responsibility for construction and maintenance of Twig Lane and other improvements shown on the Plan until said road is accepted as a Town road by a vote of the Mason Board of Selectmen.

*Town of Mason, New Hampshire
Developer's Road Construction and Maintenance Responsibilities:*

- *The developer is the sole responsible entity for roadway construction and maintenance (including snow plowing thereof), until such time that the roadway is accepted by the Mason Board of Selectman.*
- *After the roadway has been constructed and base coarse pavements are applied:*
 - *The developer is responsible for maintenance of road (including snow plowing thereof) for a minimum period of two years.*
 - *If the developer posts a bond, or other financial guarantee, for a sum agreed upon with the Mason Board of Selectmen, the developer can apply to the Building Inspector for building permits. The amount of the bond, or financial guarantee, must cover the estimated cost of roadway maintenance and snowplowing for two years.*
 - *One year must pass before the wearing coarse of pavements are applied.*
 - *Two years must pass before the developer can apply to the Mason Board of Selectman for acceptance of the roadway. Until the roadway is accepted, the developer remains responsible for maintenance of the roadway and all improvements as shown on the plan.*
 - *When the roadway is accepted, any unexpended bond or guaranteed monies, fidelities, or other will be returned to the developer, within 30 (thirty) days.*

When Applicant(s) completes the subdivision improvements, or agreed upon portions thereof, Applicant(s) shall notify the Town Road Agent, and/or duly authorized agent, in writing of such completion so that inspection of the improvements or portions thereof may be performed at the appropriate time as agreed upon at the preconstruction meeting provided for in Section I herein. Within forty (40) days after receiving such notification, the Town Road Agent, or his designated agent, shall inspect the improvements to determine, whether they comply, with the Agreement and Plan in all material respects. If the improvements do not comply, the Town Road Agent shall notify Applicant of disapproval and grounds thereof. This written notice shall specify in reasonable detail the deficiencies, to be corrected. If the improvements are in conformity with the Agreement, the Town shall issue Applicant(s) a certificate indicating completion of that improvement within 10 (ten) working days.

V.

Upon receipt of a certificate of completion for all improvements, the Applicant(s) shall apply to the Town for road acceptance pursuant to the Mason Town Code and/or Ordinance.

VI.

Applicant(s) shall apply for road acceptance pursuant to the Town of Mason Code and/or Ordinance within 1 (one) year of issuance of a certificate of completion for all improvements. Applicant(s) shall maintain the roadway until accepted by the Town of Mason. Maintenance shall include snow plowing, de-icing, sanding, and other related winter storm maintenance on inhabited streets. If Applicant(s) fails to do such maintenance in a timely-manner, as determined by the Town's Road Agent or his designee, the Town of Mason, is empowered to do the maintenance, or contract to have it completed, and deduct the expense from Applicant's performance guarantee or maintenance bond. Roadway acceptance shall not relieve Applicant(s) of his obligations under the two-year warranty, commencing upon issuance of the certificate of completion.

VII.

The issuance of a certificate of completion by the Town of Mason, does not waive any right of the Town of Mason, to draw on the security for such improvements, in the event defects are discovered within the 2 (two) year warranty period, which Applicant(s) have failed to correct.

VIII.

The Applicant(s) shall warranty that the improvements are free of defect(s) for a period of 2 (two) years. The Town of Mason's is required to notify the Applicant(s) in writing of any defect(s) discerned within the warranty period. Upon receiving notice of any defect, the Applicant shall remedy the defect(s), within thirty 30 (thirty) days, weather permitting. The Town of Mason may waive this time limitation as circumstances warrant.

IX.

In the event the Applicant(s) are unable to correct defect(s), within the warranty period, the Applicant(s) shall extend the time frame of the warranty period, and accompanying surety, to such time as necessary, for the Town of Mason, to inspect and certify the correction(s).

X.

Not inconsistent with the provisions of Section IV, if at any time, a portion, but not all, of the improvements as shown on the Plan, are complete to the point where they can be inspected and certified, the Town of Mason agrees to review said completion(s), on an incremental basis. Upon any such incremental certification, the Town of Mason will upon Applicant(s) request, consent to an appropriate incremental reduction of the bond or surety- to be acted upon by the Town Board within 60 (sixty) days of receipt of Applicant(s) request for a security reduction - by the amounts of construction costs properly allocable, to the completed portion of the improvements; provided, however, the amount remaining under the bond or surety shall not be less than the amount reasonably required to complete the improvements, not completed, including any increase of costs of the same, plus an amount sufficient to cover the obligations of Applicant(s) during the warranty period. The bond or surety shall not expire until a date which is 2 (two) years and 2 (two) months, from the date of roadway acceptance.

The Applicant(s) may obtain. a building permit for buildings on the site upon providing security for the improvements required, or upon completing the improvements, in accordance with the Plan, and in accordance with the terms of this Development Agreement, and provided the Applicant(s) adhere to all applicable town codes. The Applicant(s) shall be entitled to an occupancy permit (Certificate of Occupancy, 'CO') upon completion of the required improvements, or upon substantial completion of the required improvements provided, however, that the Applicant(s) maintains reasonable security satisfactory to the Town Board, to assure full completion of those improvements. The parties agree that security shall be in the form of a bond,

Irrevocable Letter of Credit, bank tri-party agreement, security fidelities, or some other mutually acceptable financial guarantee.

XI.

Upon completion of all improvements and Town certification thereof, the Applicant(s) shall either extend the existing security agreement for a period of 2 two years in an appropriate sum as determined by the Town Engineer to cover the cost of correcting any defect(s) discovered, within the warranty period and the cost of maintaining the roadway, within the 2 (two) year warranty period, or execute a new security agreement for the same purpose. When a new security agreement is executed, the original shall be released.

XII.

It is the intent of the parties that Twig Lane shall be dedicated to the Town of Mason, after all improvements have been completed and certified. The Applicant(s) shall provide the Town of Mason, with a Warranty Deed for any such property at the time of acceptance of the roadway.

XIII.

This Agreement shall run with the land and shall be binding on any subsequent purchaser of the proposed development, on Applicant(s) heir(s) and assign(s), and on any succeeding entity. With the exception of the aforementioned warranty obligation, obligations under this Agreement shall cease upon completion of all construction anticipated by the Plan, and upon acceptance of improvements by the Town of Mason. At the conclusion of the warranty period, and completion of all construction pursuant to the Plan, all obligations under this Agreement shall terminate.

XIV.

A material breach of any term of this Agreement shall constitute default, entitling the Town of Mason to immediately draw upon the bond or surety, if appropriate.

XV.

‘Abandonment’, which is defined as Applicant(s) failure to perform work on a commenced project for a period of 120 (one hundred twenty) calendar days (excluding any period during which the Town, State, and/or US Government has issued and there is outstanding, any ‘stop work’ order, injunction, or other such governmental order preventing work), shall constitute default. Once ‘Abandonment’ has occurred, Applicant(s) must meet with and satisfy the Town of

Mason Road Agent, that this Abandonment does not adversely affect Town infrastructure, adjoining properties or public health, safety, and welfare. If the Town Road Agent is satisfied that the Abandonment poses no harm to the above-mentioned concerns, then this ground of default by Abandonment is relieved.

XVI.

The Applicant(s) insolvency, the appointment of a receiver or any involuntary petition of Applicant(s) into bankruptcy shall constitute default, and shall entitle the Town Board to draw upon any bond or other surety, unless reasonable assurances regarding the completion of all improvements have been given to the Town of Mason.

XVII.

The commencement of foreclosure proceedings against Applicant(s) shall constitute default, and shall entitle the Town Board to draw upon any bond or other surety, unless reasonable assurances regarding the completion of all improvements have been given to the Town of Mason.

XVIII.

Severability: If any section, clause, provision, article, or portion of this contract shall be invalidated by any court of competent jurisdiction, such holding shall not invalidate any other section of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

APPLICANTS:

Witness

BLC Holdings, LLC, by
Michael T. Emanouil, Manager



TOWN OF MASON PLANNING BOARD:

Witness

Planning Board, Chair

Witness

Planning Board, Vice Chair