

Property Card: 129 HARRIMAN HILL ROAD
 Town of Raymond, NH



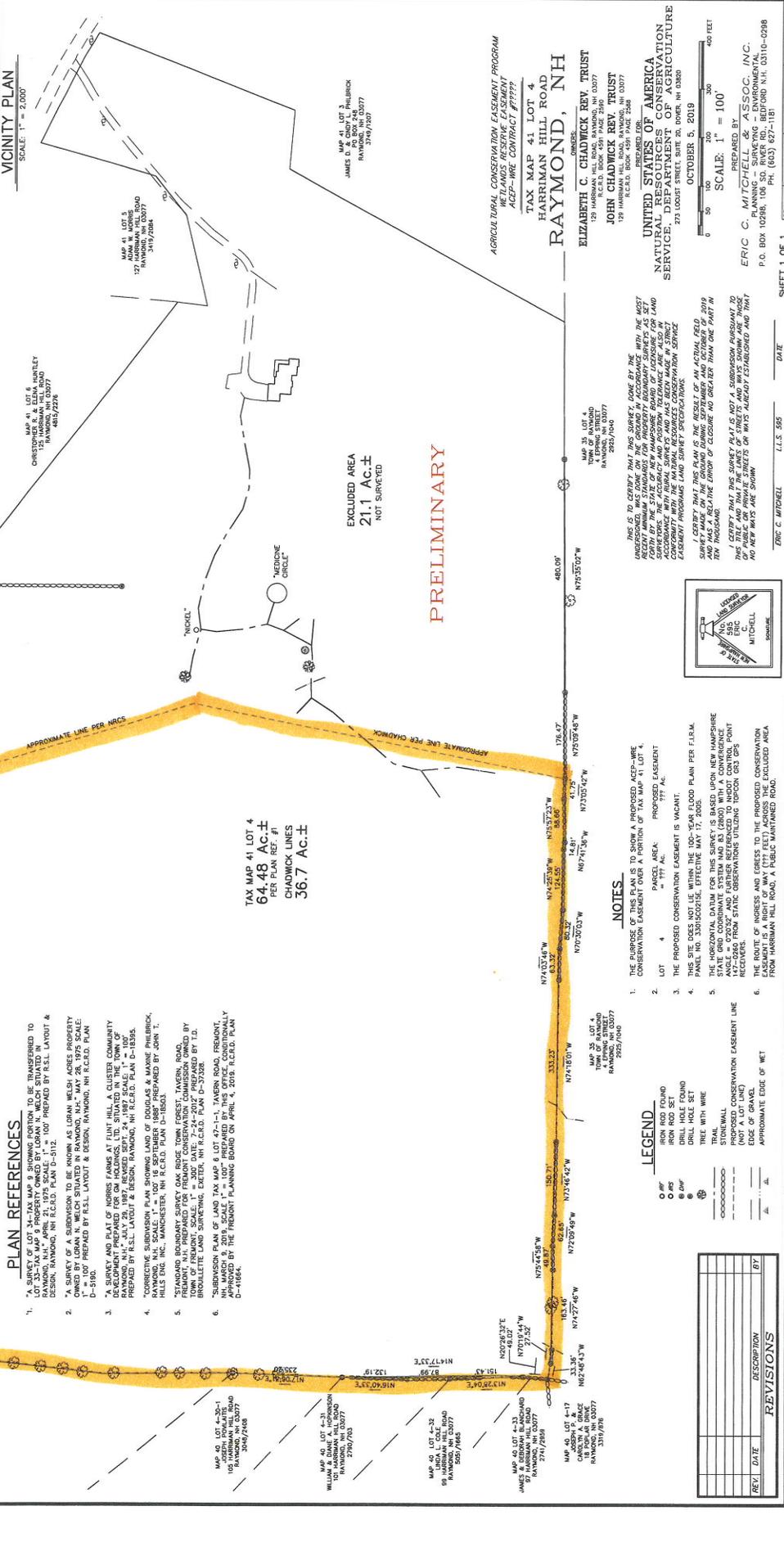
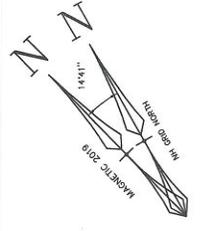
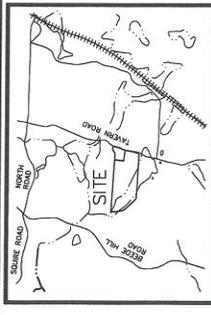
| Parcel Information | |
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| Parcel ID: 041-000-004-000 Vision ID: 1758 Owner: CHADWICK REVOCABLE TRUST Co-Owner: JOHN & ELIZABETH C /TRUSTEES Mailing Address: 129 HARRIMAN HILL ROAD RAYMOND, NH 03077 | Map: 041 Lot: -004 Use Description: SINGLE FAM MDL-01 Zone: B Land Area in Acres: 64.5 |
| Sale History | Assessed Value |
| Book/Page: 4591/2588 Sale Date: 10/18/2005 Sale Price: \$0 | Land: \$78,647 Buildings: \$337,900 Extra Bldg Features: \$3,700 Outbuildings: \$0 Total: \$416,547 |

| Building Details: Building # 1 | | |
|--------------------------------|---|--|
| | Model: Residential Living Area: 3168 Appr. Year Built: 1999 Style: Colonial Stories: 2 Occupancy: 1 No. Total Rooms: 8 No. Bedrooms: 03 No. Baths: 3 No. Half Baths: 0 | Int Wall Desc 1: Drywall/Sheet Int Wall Desc 2: Ext Wall Desc 1: Vinyl Siding Ext Wall Desc 2: Roof Cover: Asph/F Gls/Cmp Roof Structure: Gable/Hip Heat Type: Hot Water Heat Fuel: Oil A/C Type: Central |



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PLAN REFERENCES

- "A SURVEY OF LOT 3A-TAX MAP 6 BROWNS BROOK TO BE TRANSFERRED TO LOT 3A-TAX MAP 9 PROPERTY OWNED BY LORAN N. WELCH SITUATED IN DESIGN, RAYMOND, NH R.C.E.D. PLAN D-512.
- "A SURVEY OF A SUBDIVISION TO BE KNOWN AS LORAN WELSH ACRES PROPERTY OWNED BY LORAN N. WELCH SITUATED IN RAYMOND, NH, MAY 26, 1975 SCALE: D-510C. PREPARED BY R.S.L. LAYOUT & DESIGN, RAYMOND, NH R.C.E.D. PLAN D-510C.
- "A SURVEY AND PLAN OF WORKS PLANNED AT PLANT HILL & CLUSTER COMMUNITY DEVELOPMENT PREPARED FOR OH HOLDINGS, LTD. SITUATED IN THE TOWN OF RAYMOND, NH, JULY 1, 1975. PREPARED BY R.S.L. LAYOUT & DESIGN, RAYMOND, NH R.C.E.D. PLAN D-1855A.
- "CORRECTIVE SUBDIVISION PLAN SHOWING LAND OF DOUGLAS & MANNE PHELBURGH, HILLS ENG. INC., MANCHESTER, NH R.C.E.D. PLAN D-1855D.
- "STANDARD BOUNDARY SURVEY OF RISE TOWN FOREST, TANGERS ROAD, TOWN OF FREDONT, SCALE: 1" = 300' DATE: 7-24-2012. PREPARED BY T.J. BROUILLETTE LAND SURVEYING, DEER, NH R.C.E.D. PLAN D-5728B.
- "SUBDIVISION PLAN OF LOT 42-1-1, TANGERS ROAD, FREDONT, TOWN OF FREDONT, SCALE: 1" = 300' DATE: 7-24-2012. PREPARED BY T.J. BROUILLETTE LAND SURVEYING, DEER, NH R.C.E.D. PLAN D-4984.

TAX MAP 41 LOT 4
64.48 AC ±
PER PLAN REF. #1
CHADWICK LINES
36.7 AC ±

EXCLUDED AREA
21.1 AC ±
NOT SURVEYED

PRELIMINARY

AGRICULTURAL CONSERVATION EASEMENT PROGRAM
WETLANDS RESERVE EASEMENT
AGP-WRE CONTRACT #111111
TAX MAP 41 LOT 4
HARRIMAN HILL ROAD
RAYMOND, NH
ELIZABETH C. CHADWICK REV. TRUST
OWNERS
JOHN CHADWICK REV. TRUST
129 HARRIMAN HILL ROAD, RAYMOND, NH 03077
JAMES D. & CHRISTY L. PHELBURGH
129 HARRIMAN HILL ROAD, RAYMOND, NH 03077

UNITED STATES OF AMERICA
NATIONAL RESOURCES CONSERVATION SERVICE
OFFICE OF WETLANDS AND WILDLIFE
373 LOCUST STREET, SUITE 20, POWERS, NH 03000
OCTOBER 5, 2019
SCALE: 1" = 100'
ERIC C. MITCHELL & ASSOCIATES, INC.
PLANNING - SURVEYING - ENVIRONMENTAL
P.O. BOX 10298, 108 SH. RD., BEDFORD, N.H. 03110-0298

NOTES

- THE SURVEY OF THIS SITE IS BASED UPON A PROPOSED AGP WRE CONSERVATION EASEMENT OASIS IN CONFORMANCE WITH THE AGRICULTURAL CONSERVATION EASEMENT ACT OF 1981.
- LOT 4 PARCEL AREA = 177 AC. PROPOSED EASEMENT = 177 AC.
- THIS SITE DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN PER F.I.R.M. PANEL NO. 330500015E, EFFECTIVE MAY 17, 2005.
- THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED UPON NEW HAMPSHIRE ANGLE = 82°03'02" AND FURTHER REFERENCED TO NEED CONTROL POINT RECEIVERS FROM STATIC OBSERVATIONS UTILIZING TOPCON GPS.
- THE ROUTE OF INGRESS AND EGRESS TO THE PROPOSED CONSERVATION EASEMENT IS A RIGHT OF WAY (R.O.W.) ACROSS THE EXCLUDED AREA FROM HARRIMAN HILL ROAD, A PUBLIC MAINTAINED ROAD.

LEGEND

- 8" IRON ROD FOUND
- 4" IRON ROD SET
- 8" DRILL HOLE SET
- TREE WITH WIRE
- TRAIL
- STONE WALL CONSERVATION EASEMENT LINE (NOT A LOT LINE)
- EDGE OF GRAVEL
- APPROXIMATE EDGE OF WET

| REV. | DATE | DESCRIPTION | BY |
|------|------|-------------|----|
| | | | |
| | | | |
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EXHIBIT D
WATER USES AND WATER RIGHTS

I. Water Uses and Water Rights Reserved to the Grantor (“Landowner”)
(Warranty Easement Deed Part II.F.)

- A. Identify with specificity each water use¹ that the NRCS determines the Landowner may continue on, across, or under the easement area without harming the purposes of the easement.

[DESCRIBE RESERVED WATER USES HERE]

- B. For each water use described above, identify the water right², or portion of a water right, that is associated with that use. These are the only water rights, or portions of water rights, that the Landowner reserves for continuing agricultural or other uses. All details of each reserved water right, or reserved portion of a water right, must be specified, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use.

[IDENTIFY RESERVED WATER RIGHT DETAILS HERE]

- C. For each water right identified above, the Landowner retains the right to maintain, repair and reconstruct any existing water facilities associated with the right unless that activity would adversely impact the conservation values of the easement, as determined by NRCS in its sole judgment. The Landowner must obtain approval from the United States prior to commencing any substantial maintenance, repair, or reconstruction of existing facilities. “Substantial

¹ For purposes of this exhibit, the term “water use” means activities that control water or the use of water instream or in situ. The term includes, but is not limited to, diverting water from its natural source; conveying water in canals, ditches, laterals, flumes, or pipelines; storing water in reservoirs, impoundments, or ponds; pumping or otherwise controlling groundwater; developing springs; and intentionally leaving a quantity of water instream or in situ for a particular purpose.

² For purposes of this exhibit, the term “water right” means an instrument, filing, or document that is associated with a particular water use. The term “water right” may include, but is not limited to water permits, water shares or stock certificates, water reservations, water allotments, or water contracts.

III. PROTECTION OF ENCUMBERED WATER RIGHTS

(Warranty Easement Deed Part III.G.)

The Landowner shall protect the encumbered water uses and rights identified in II.A. and II.B. above by—

- A. Continuing to use the water for easement purposes so as to not abandon or forfeit any water rights by action or inaction.
- B. Providing NRCS with any reports provided by or to state water officials, of water diversions and evidence of use, such as records of dates of impoundment.
- C. Providing NRCS with all notices concerning water rights, including notices of abandonment or forfeiture, from state water officials.
- D. Allowing NRCS to enter property to continue use of the water right to prevent abandonment or forfeiture.
- E. Attempting to administratively prevent abandonment or forfeiture.
- F. Never changing the water right(s) to another use, including sale or transfer of such water right, or conversion to another conservation use.

**WARRANTY EASEMENT DEED
IN PERPETUITY**

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM –
WETLAND RESERVE EASEMENT
EASEMENT NO.**

THIS WARRANTY EASEMENT DEED is made by and between

..... of
..... (hereafter referred to as the
"Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA** and its assigns,
(hereafter referred to as the "United States"), Grantee. The Landowner and the United States are
jointly referred to as the "Parties".

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of this mutual obligations and benefits recited herein to each party and the sum of

..... Dollars
(\$) , paid to Grantor(s), the receipt of which is hereby acknowledged, Grantor (s) hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title, and interest in the lands comprising the

- F. Water rights and water uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. accumulating or dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood or sod products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the Easement Area: except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the Easement Area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities

Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any

ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area..

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

ACCEPTANCE BY GRANTEE:

I _____ (name), _____ (title),
being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this _____ day of _____, 20____.

Signature

Title

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1 Planning Board Draft Minutes
2 November 7, 2019
3 7:00 pm
4 Media Center
5 Raymond High School

6 **Planning Board Members Present:**

7 Jonathan Wood (Chairman)
8 Gretchen Gott
9 John Beauvilliers
10 George Plante (Board of Selectmen Ex-officio)
11 Robert Wentworth (Vice-Chairman)
12 Brad Reed
13 Rich Mulryan (Alternate)(Seated)

14
15 **Planning Board Members Absent:**

16 Alissa Welch

17
18 **Staff Present:**

19 Christina McCarthy - Planning Technician
20 Glenn Coppelman - Circuit rider

21
22 Pledge of Allegiance

23
24 Application #2019-009 A site plan review application submitted by Joseph Coronati of
25 Jones & Beach Engineers Inc. on behalf of Exeter Med Real, Inc. for the purpose of constructing
26 a 24,000 S.F. medical office building facing Freetown Road. The property is represented as
27 Raymond Tax Map 29-3/ Lots 42-2 & 42-3, located in Essex Commons on the corners of Essex
28 and Freetown Roads.

29
30 Mr. Coronati introduced Colin Lavery with Exeter Hospital, Katie Forshaw with Exeter Hospital, Phil
31 Shipwood Exeter Hospital, and Jessica Johnson with SMRT Architects. Mr. Coronati explained that they
32 have been to a couple of TRC meetings and have not had to make too many substantial changes. "We did
33 leave TRC with a positive recommendation. The one thing that is on the plans is that we looked into making
34 the whole circulation of the site one way the recommendation from the TRC is that that would prefer to see it
35 be two way traveled, and we have no problem with that. Our plans don't reflect that."

36
37 Mr. Wood read from a worksheet to determine regional impact. (See attached)
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Motion:

Mr. Reed made a motion that application 2019-009 does not have regional impact. Mr. Wentworth seconded the motion. Ms. Gott said she thinks it does because of the traffic generation aspect.

- Jonathan Wood - In favor
- Gretchen Gott - opposed
- John Beauvilliers - In favor
- George Plante - In favor
- Robert Wentworth - In favor
- Brad Reed - In favor
- Rich Mulryan - In favor

The Board indicated that there was no regional impact with a vote of 6 in favor, 1 opposed, 0 abstained.

Motion:

Ms. Gott made a motion to accept the plan as complete for the purpose of review. Mr. Beauvilliers seconded the motion. The vote was unanimous in favor of accepting the plan as complete for review.

Mr. Wood read a letter from Dubois and King dated November 1, 2019. (See attached.)

Mr. Wood also read line 260 from the TRC minutes:

“Mr. Brewer, “I make a motion to approve moving on to Planning Board subject to removing:

1. One-way pavement marking signs and signage.
2. Removing note regarding underdrains “as necessary” such that underdrains are understood to be required.
3. Remove note 19 regarding dumpster activities.

Chief Labell seconds the motion. All in Favor-vote is unanimous. “

Mr. Coronati: “So the property that we are looking at consists of lots 2 and 3 from our commercial subdivision that we did about a year ago now. So, the hospital will be looking into combining these two parcels into one lot it would be 3.3 acres. Because of the visibility and the access, they have situated the building so the building would face Freetown Road. We have two points of access. The parking spaces we are presenting 123 parking spaces. That is approximately 1 space per every 194 square feet of building. So, we are asking for a waiver for the number of parking spaces based on the 1 per 150 we would need 159 spaces would be required and we are providing 123. We have shown dashed spaces on either side of these aiseways that would provide us with the required amount of parking the ordinance is asking for. We have all of our utilities coming in from the roadway towards this back corner...We have also added sidewalk now. We now have sidewalk that basically loops around the whole building. All of the curbing is vertical granite curbing...We have provided lighting plan, landscaping plan, and we do have Jessica here from SMRT if you want to hear more about the building.”

Mr. Coppelman: “Have your stormwater calculations taken into account if those additional parking spaces are paved and built out?”

89 Mr. Coronati: "They have not. One thing we had talked about with TRC is if they decide they have to build
90 those spaces then we would come back before this Board, it would be a revisit because there are other
91 things that would have to change."
92

93 Ms. Gott: "You sound like the urgent care is very probable what is the trigger?"
94

95 Mr. Coronati: "We are designing it as if it is there. That would be demand because currently in Epping there
96 is a Clear Choice that is not too far up the road."
97

98 Mr. Wentworth: "So urgent care this is going to trigger DHHS, have you gone through that process?"
99

100 Jessica Johnson: "We are going through that now."
101

102 Ms. Gott: "The parking is a concern for me, and I would rather you put the spaces in now rather than later. I
103 am less and less in favor of giving waivers for parking because we have seen issues with that. The urgent
104 care still intrigues me, it is kinda iffy and I would rather have things more concrete. But that is your
105 prerogative. You made a statement Joe that said something about your scheduling so that your parking
106 would not be as much of an issue because you would schedule around those kinds of things and you would
107 know when you are going to schedule and how you are going to schedule and I don't think that works for
108 parking. You can schedule your appointment for a doctor's appointment, I don't think you consider if there
109 are enough parking spaces available. That is not how medicine works. My understanding of medicine I just
110 don't think that works. So, saying it is, in my mind, is just not realistic."
111

112 Mr. Coronati: "What they are saying is that they can control how many patients are coming in because they
113 know how many rooms they have."
114

115 Ms. Gott: "May I ask if you are willing to put those parking spaces in sooner than later?"
116

117 Phil Shipwood: "Based on other building we do 5 per thousand and it worked for us but we would be willing
118 to leave those dotted and if the demand is such that we would have to put them in it would be in our best
119 interest to put them in and we would do it at that time."
120

121 Mr. Wood: "We have a waiver request from site plan regulation 6.006.01 paving standards
122 institutional/hospital/clinic that has to do with parking."
123

124 Mr. Coronati: "The regulation requires 1 space per 150 s.f., Jones and Beach Engineers is asking for a
125 waiver for the parking as we are providing 123 parking spaces which is 1 per 194 s.f. The spirit and intent
126 are to provide adequate parking for each site plan and preserve as much green space as possible. The
127 hospital has always used 1 space per 200 s.f at other locations in Hampton, Plaistow, Exeter, and Epping
128 without any parking issue. We are also showing the additional spaces can be fit on-site if they need them in
129 the future."
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131 Mr. Wood: "Could you make a note on the plan to say that in the event that you require additional should
132 this waiver be granted that you are going to come back for an additional site plan review. "

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Mr. Coronati: "Yes. Not a problem."

Motion:

Mr. Plante made a motion to grant the waiver request from site plan regulation 6.006.01 1 paving standards institutional/hospital/clinic. Mr. Wentworth seconded the motion.

- Jonathan Wood - In favor
- Gretchen Gott - opposed
- John Beauvilliers - In favor
- George Plante - In favor
- Robert Wentworth - In favor
- Brad Reed - In favor
- Rich Mulryan - In favor

The waiver was granted with a vote of 6 in favor, 1 opposed, 0 abstained.

Mr. Wood: "Now what is the other one?"

Mr. Coronati: "The scale of the plan being 1-inch equals 40 instead of 1-inch equals 20. The main reason is that 1-inch equals 20 would take more than one page. You would have to have match lines for every sheet

Motion:

Mr. Wentworth made a motion to approve the waiver request for plan scale. Mr. Plante seconded the motion. The vote was unanimous in favor of approving the waiver. 7 in favor, 0 opposed, 0 abstained.

Jessica Johnson: "So our goal with the medical office building here in Raymond would be to continue some of the identifying features that we have been doing with Exeter Hospital and our other buildings. So, what you are seeing on this building is a combination of a sumititious panel. In Plaistow we used a hardy board type panel. We have a lot of open glass area here. There is a metal panel accent around it. You will see these materials at the main hospital campus. All of this is to try and form a cohesive identity. "

Mr. Wood: "So what we require is another set of plans, pages to the plan?"

Mr. Coronati: "You mean to comply with the conditions from TRC, yes we would be looking if the Board was so willing to grant conditional approval, we still have a couple State permits we need. We still have Alteration of Terrain for the stormwater and the septic. We would typically incorporate any conditions that you would come up with and the TRC and any changes they have and present final plans at a later date once they have been met."

Motion:

Mr. Plante made a motion to approve application 2019-009 a site plan application to construct a 24,000 square foot medical office building located on Essex Commons on the corner of Freetown and Essex

177 Roads. (See attached.) Mr. Wentworth seconded the motion. The vote was unanimous in favor of approving
178 the application. 7 in favor, 0 opposed, 0 abstained.

179
180 Mr. Wood: "Any person aggrieved by any decision by the Planning Board concerning the plat or subdivision
181 may present a petition to the Superior Court in accordance with New Hampshire RSA 677:15 or as
182 applicable to the Zoning Board of Adjustment pursuant to RSA 676:53 within 30 days of the date of decision
183 identified above. This notice has been placed on file and made available for public inspection in the records
184 of the Planning Board."

185
186 Mr. Reed: "Wayne Watjus, Chair -Solid Waste & Recycling Advisory Committee- Landfill discussion."
187

188 Mr. Watjus: "I am here as the chairman of the Solid Waste & Recycling Advisory Committee. On the
189 committee I have been up to Concord quite a few times and they have a House Bill 617 and it is to study
190 Recycling and Municipalities Solid Waste. I found out a lot of information up there and brought it back to you
191 people so you can consider it. New Hampshire landfill's will soon reach their capacity. By 2034 Rochester
192 will be full. So, there is a commerce clause in the US Constitution that prohibits protectionist policies against
193 the acceptance of disposal of out of State waste, also landfills in NH are permitted to receive waste from out
194 of State sources provided they also provide enough capacity for New Hampshire's general waste. So, what
195 is going to happen is now that the waste companies, we only have 3 landfills' in New Hampshire, they are
196 filling up, so they are going to be looking for more land to have landfills. The question is are the Town Laws
197 and the Town ordinance ready for this? I feel that there are some spots in Town that if somebody wants to
198 come in and wants to put a landfill in that they could do that without the right ordinances. "
199

200 Ms. Gott: "So you are suggesting that we have zoning to either allow or deny depending on how people feel
201 about this? "
202

203 Mr. Watjus:" That's right. Because I think there are a couple spots and we have a great big hole in the town
204 of Raymond that would make a nice landfill."
205

206 Mr. Coppelman: "The Town of Dalton is going through this right now. North County Environmental Services.
207 The reason that Dalton is dealing with it is because when they were looking for an alternate site to
208 Bethlehem which is close to being full. They looked around in the North Country for one and one that had
209 access to the highway, but also a town that didn't have zoning. The Town of Dalton passed some
210 emergency local legislation, but it is going to be tough to fight it."
211

212 Mr. Watjus: "Just to let you know Rochester, Turnkey, their estimates they are going to be filled at 2034 and
213 Canterbury is 2025. What gets me is that commerce clause about 50 % of the trash comes from out of State
214 and there is nothing we can do about it because of the commerce clause."
215

216 Mr. Wood: "There are things that we can do with in the Town, and we can prohibit landfills over or within
217 1000 feet of an aquifer. We could put that in as one of our zoning ordinances. "
218

219 Ms. Gott: "How much of the Town would that protect?"
220

221 Mr. Reed: "About 80%."
222
223 Ms. Gott: "Does that really protect or preclude?"
224
225 Mr. Wood: "I think if we saw a map from Rockingham County that showed where our aquifers are and then a
226 1000-foot delimiter around it."
227
228 Mr. Wentworth: "Why don't we just prohibit them. Any size landfill. "
229
230 Mr. Beauvilliers: "So what you are saying is we need to establish an ordinance that would go on the ballot
231 and leave it to the voters as to whether or not they want a dump site or a landfill in the Town of Raymond."
232
233 Mr. Reed: "But once it is noticed then it becomes effective even though it hasn't been voted on."
234
235 Mr. Coppelman: "Correct and if it doesn't pass at Town Meeting then it reverts back."
236
237 Mr. Wood: "There is another one that we need to actually take a good look at and propose no exporting
238 water from Raymond. Nottingham has an ordinance that states that unless there is Town Vote you can't
239 have a company come in and do bottling, juice, soft drinks, everything. Bulk export of water. This is an
240 opportunity to protect future water use within the Town."
241
242 Approval of minutes:
243
244 Motion:
245 Mr. Wentworth made a motion to approve the October 17, 2019 minutes as amended. Mr. Reed seconded
246 the motion. The vote was unanimous in favor of approving the minutes as amended. 7 in favor, 0 opposed,
247 0 abstained.
248
249 Motion:
250 Mr. Wentworth made a motion to approve the October 24, 2019 site walk minutes as amended. Mr.
251 Beauvilliers seconded the motion. The vote was in favor of approving the minutes as amended. 3 in favor, 1
252 opposed, 3 abstained. Jonathan Wood - Opposed
253 Gretchen Gott - In favor
254 John Beauvilliers - In favor
255 George Plante - Abstain
256 Robert Wentworth - In favor
257 Brad Reed - Abstain
258 Rich Mulryan - Abstain
259
260 Other Business:
261
262 Mrs. McCarthy: "There are two pieces of property that are being donated to the Town. There are actually 3
263 on the 41:14A that is coming before the Board of Selectmen and one of them is Brian Griset's property.
264 Which you have voted on and gone on through the subdivision approval with him. So that is being donated

265 to the Town and will be absorbed into the Flint Hill Conservation easement as soon as Bear Paw gets their
266 new Director in and gets everything situated. That just has to go through the 41:14A process. These two
267 pieces of property the piece of property that is over on Juanita Ave they are looking to donate to the Town a
268 small quarter acre lot touching the Exeter River and really these really just here so that I can get your
269 recommendation to the Board of Selectmen on whether they should accept them. Cons Com is also
270 currently working through the whole process with them as well. Then the Chadwick piece they are looking
271 to donate about 36.7 acres +/- it is going to be under an easement of NRCS (Natural Resources
272 Conservation Service). The NRCS has very strict rules on their easements. So, we are just looking for
273 recommendations for the Board of Selectmen whether to accept or not.”

274

275 Mr. Wood: “So regarding 129 Harriman Hill Road 36+/- acres to be held in an NRCS easement. I move we
276 recommend it.”

277

278 Motion:

279 Mr. Wood made a motion to recommend that the Board of Selectmen accept the 36+/- acres as Town
280 property. Mr. Wentworth seconded the motion. The vote was in favor of recommending the property to the
281 Board of Selectmen. 1 in favor, 0 opposed, 1 abstained.

282

283 Motion:

284 Mr. Wood made a motion to recommend that the Board of Selectmen accept .28 +/- acres on Juanita
285 Avenue as Town property. Mr. Wentworth seconded the motion. The vote was in favor of recommending the
286 property to the Board of Selectmen. 6 in favor, 0 opposed, 1 abstained.

287

288 Staff Update:

289 Mrs. McCarthy: “So would anybody like to know how the McDonald-Ridgewood Commons Court Case came
290 out? I am happy to report that we have won that case. They do have 10 days to appeal. Other than that,
291 they found that the McDonald’s and their legal counsel did not bear the burden of proof and everything we
292 had was spot on. The decision is 42 pages long if anyone would like it, I can get it for you.”

293

294 Board member updates:

295

296 Mr. Plante: “We had a BOS meeting, we opened up bids for one was for the transfer station. The other was
297 the engineering for the town offices. We only had one bid for the transfer station which was Casella. The
298 Board wasn’t very happy. Don’t forget Monday at 11 o’clock the Veteran’s Day Ceremony is taking place.”

299

300 Mrs. McCarthy: “The BOS also voted Alissa on to the ZBA.”

301

302 Mr. Reed: “We attended the Rockingham Planning Commission's drinking water seminar and continued
303 working on the CIP we just got some information from the Town Manager today.”

304

305 Ms. Gott: “I’d like to talk about our site walk and I am asking that we be aware of 91A considerations when
306 we have a site walk. That we all hear the same information at the same time even though we did not have a
307 quorum for that site walk. That we all hear the same information at the same time like we are supposed to.
308 And I would ask any chair to respect the abilities of those people who are present. It is not supposed to be a

309 forced march. I had to stop because I could not keep up with you and it was clear that no one was going to
310 wait. So, had I been able to walk at a pace that I am able to walk at, I would have completed the site walk.
311 When you came back, and I again asked for a summary there was no answer. I think we need to look at
312 how we do site walks. I think you need to respect people and be considerate of their abilities.”
313

314 Mr. Wood: “At our regional drinking water municipal assessment, I have the documentation here. They
315 suggested that site plans subdivisions include well testing, and quality and quantity. I checked with the
316 building inspector that we had at the moment and apparently when we go for a certificate of occupancy, we
317 file the water test. I think that they should be recorded. The people who did this presentation suggested that
318 we have quality and quantity. They suggested that it go in the site plan review.”
319

320 Mr. Reed: “It also suggested that we forward it to the State. So that the State could start having a database
321 of this.”
322

323 Mr. Wood: “However, we do not do this which is well water testing on real estate property transfers and so
324 that if somebody transfers from one to another, they need to present us with water quality.”
325

326 Mr. Coppelman: “More often than not the testing is done because the banks require it and most buyers
327 these days are aware of the issues with groundwater.”
328

329 Mr. Wood: “So what we are also requesting and that has to be part of the code enforcement officer’s job is
330 to collect a well water testing report whenever somebody buys or sells a house.”
331

332 Mr. Wentworth: “It should be water testing and well data.”
333

334 Mr. Wood: “They also described high risk uses as snow dumps, junk yards, gas stations, hair salons,
335 automotive repair, dry cleaners, and that they should be not allowed in aquifers.”
336

337 Ms. Gott: “That is apparently part of the reason we are having PFOA’s show up in the tannery site because
338 the Town used it as a snow dump. “
339

340 Mr. Wood: “We should require that State best management practices are followed, and this also requires
341 code enforcement. So this has to do with best management with regard to these high risk uses and as I
342 stated before we need to have a new ordinance that mimics what Nottingham says as far as no exporting
343 water from wells in town, but also that the additional burden should someone want to go for a variance that
344 variance is not allowed only Town vote would be allowed. “
345

346 Mr. Wentworth: “We are talking about the export of water does that include swimming pools?”
347

348 Mr. Coppelman: “It depends on how the ordinance would be written and whether or not it would specify the
349 type of use of the water. It is more related to consuming the water.”
350

351 Mr. Wood: "I happen to have the conservation subdivisions that we have in Town and what they look like as
352 far as from an aerial photo but also what they look like with regard to a particular plat layout. But it kinda
353 gives you an overview."
354

355
356
357

358 Motion:

359 Mr. Wentworth made a motion to adjourn. Mr. Plante seconded the motion. The vote was unanimous in
360 favor of adjourning, 7 in favor, 0 opposed, 0 abstained.
361

362 Respectfully submitted,
363

364 Jill A. Vadeboncoeur
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Developments with Regional Impact
Project Name: Exeter Med Real
Application No.: #2019-009
Tax Map & Lot: 29-3/42-2 & 42-3

Brad motion
Bob 2nd
LIND 1yes

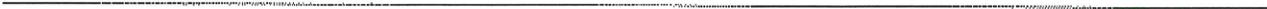
The Rockingham Planning Commission has developed this guidance document to aid our communities in evaluating whether or not a development should be determined to have regional impact. The document summarizes the statutory process that must be followed under New Hampshire state law and suggest a number of triggering factors that should be considered for making this determination. Bear in mind that the criteria suggested here are our recommendations: they have no regulatory force.

Statutory Authority: refer to RSA 36:54-58 – The purpose of this statute is to establish the framework to be followed by a community that is reviewing a development proposal with **potential impacts beyond its municipal boundaries.**

Findings of YES on one or more of the items below indicates the possible need for a local land use board to make a determination that the development proposal results in regional impacts.

NOTE: THIS IS ON A REGIONAL BASIS NOT A LOCAL BASIS

1. **School Impacts:** Does the development create significant new student population affecting a regional school district? ___ Yes No
2. **Traffic Generation:** Will the project generate traffic that will create an impact on surrounding municipalities? ___ Yes No
3. **Road Networks:** Does the development provide the opportunity to create a more efficient road network for the regional area or potentially affect regional travel ^{patterns?} ___ Yes No
4. **Building Size:** Is the proposed building greater than 50,000 square feet and located within 2,500 feet of a municipal line? ___ Yes No
5. **Visual Impacts:** Will the development create visual impacts to neighboring municipalities such as light pollution, glare or structures visible from neighboring municipalities? ___ Yes No
6. **Pollution:** Does the development propose the operation of a facility or business which would generate excessive amount of air pollution, wastewater discharge, noise or hazardous waste transport?
___ Yes No
7. **Water Supply Impacts:** Will the development require a major impact wetland permit from NH DES?
___ Yes No



Will impacts to known aquifers occur? ___ Yes No

Does the project involve permitting for a large groundwater withdrawal? ___ Yes No

Will the development cause negative impacts to another community's municipal water supply?
___ Yes No

8. **Conservation Lands:** Does the development abut existing conservation lands, greenway or existing farmland such that coordination between municipalities could lead to the creation or preservation of greenways or wildlife habitat areas or prevent fragmentation of forests, farms or other conservation lands?
___ Yes No

9. **Economic Impacts:** Does the development propose the creation of business or industry that would significantly impact regional economic development? ___ Yes No

10. **Emergency Response:** Does the proposal create a significant increased demand for emergency services response (including mutual aid) from abutting communities? ___ Yes No

11. **Historic or Cultural Resources:** Does the proposed development have negative impacts on historic or cultural resources that may have significance regionally? ___ Yes No

12. **Other:** Does the development create other regional impacts not listed in items 1 - 11 above?
___ Yes No

Describe: _____



November 1, 2019

Ms. Christina McCarthy
Raymond Community Development
4 Epping Street
Raymond, New Hampshire 03077

Subject: Map 29-3 / Lot 42, Sublots 2 and 3 – “Proposed Medical Office Building”
Engineering Review

Dear Ms. McCarthy:

DuBois & King has completed a technical review of the plans and materials submitted for the above referenced project. The following plans were reviewed:

- Partial Resubmission, Drawings No. C2 C3, Medical Office Building, Freetown & Essex Road, Raymond NH, by Jones & Beach Engineers (Tax Map 29-3, Lot 42, Sublots 2 and 3), consisting of 14 sheets, dated August 15, 2019, with a revision date of October 30, 2019.

We have no further comments at this time. This completes our review services for the project.

If you have any questions or comments, please do not hesitate to contact us.

Very truly yours,

DuBOIS & KING, Inc.

Jeffrey A. Adler, P.E.
Sr. Project Manager