

**TOWN OF BEDFORD**  
**June 11, 2018**  
**PLANNING BOARD**  
**MINUTES**

A meeting of the Bedford Planning Board was held on Monday, June 11, 2018 at the Bedford Meeting Room, 10 Meetinghouse Road, Bedford, NH. Present were: Jon Levenstein (Chairman), Hal Newberry (Vice Chairman), Chris Bandazian (Town Council), Rick Sawyer (Town Manager), Jeff Foote (Public Works Director), Rene Pincince, Mac McMahon, Charlie Fairman (Alternate), Matt Sullivan (Alternate), Becky Hebert (Planning Director), and Mark Connors (Assistant Planning Director)

I. Call to Order and Roll Call:

Chairman Levenstein called the meeting to order at 7:00 p.m. Regular members Karen McGinley, Randy Hawkins, Town Council Alternate Kelleigh Murphy, and Alternate Monique Rice were absent. Mr. Fairman and Mr. Sullivan were appointed to vote. Mr. Connors reviewed the agenda.

II. Old Business – Continued Hearings: None

III. New Business:

1. Melissa McNulty (Applicant), Dudek Realty Inc. (Owner) – Request for site plan approval to change the use of an existing 1,222 square-foot retail building to a hair salon at 133 Bedford Center Road, Lot 20-42, Zoned CO and R&A. (*Postponed to the July 16, 2018 Planning Board meeting.*)
2. Bed, Bath & Beyond, Inc. (Applicant), Grove Court Shopping Center, LLC (Owner) – Request for approval of a sign waiver to allow a 144 square-foot building-mounted sign at the Bedford Grove Shopping Center, 5 Colby Court, Lot 11-25, Zoned PZ.
3. Noah's Event Venue (Applicant), Rockwell Bedford, LLC (Owner) – Request for approval of a sign waiver to allow two wall signs with illuminated backgrounds, Lot 35-3, Zoned PZ.

IV. Concept Proposals and Other Business:

4. Manchester Boys and Girls Club (Owner) – Request for conceptual review of a site plan to demolish and rebuild facilities for the Camp Foster summer day-camp, including construction of new classroom pavilions, athletic courts and fields, a performance stage and pool house and associated access, parking and drainage improvements at 36 Camp Road, Lot 39-19, Zoned R&A.

5. Master Plan Update
6. Development Update

Mr. Connors stated all of the new applications have been reviewed by staff and it is our determination that the applications are complete. The abutters have been notified and it is the opinion of Planning Staff that none of these applications pose a regional impact. Staff recommends that the Board find the applications complete and that none of the applications pose a regional impact.

**MOTION by Councilor Bandazian to approve the agenda as presented. Mr. Pincince duly seconded the motion. Vote taken – all in favor. Motion carried.**

- 1. Melissa McNulty (Applicant), Dudek Realty Inc. (Owner) – Request for site plan approval to change the use of an existing 1,222 square-foot retail building to a hair salon at 133 Bedford Center Road, Lot 20-42, Zoned CO and R&A.**

Chairman Levenstein stated this item has been postponed to the July 16, 2018 Planning Board meeting at the request of the applicant.

- 2. Bed, Bath & Beyond, Inc. (Applicant), Grove Court Shopping Center, LLC (Owner) – Request for approval of a sign waiver to allow a 144 square-foot building-mounted sign at the Bedford Grove Shopping Center, 5 Colby Court, Lot 11-25, Zoned PZ.**

A staff report from Mark Connors, Assistant Planning Director, dated June 11, 2018 as follows:

***I. Project Statistics:***

*Applicant: Bed, Bath, and Beyond, Inc.*  
*Owners: Grove Shopping Center, LLC c/o Brixmor Property Group, Inc.*  
*Proposal: Sign waiver to allow a 144 square-foot building sign for a planned Bed, Bath & Beyond store*  
*Location: 5 Colby Court, Lots 11-25 & 11-25-5*  
*Existing Zoning: "PZ" – Performance Zone*  
*Surrounding Uses: Retail & Office*

***II. Background Information:***

*The site plan for the Bedford Grove Shopping Center was approved by the Planning Board in 1989. In September of that year, the Zoning Board approved a variance to permit a sign master plan governing non-anchor tenant building signage in the shopping center.*

*In March 2017, the Planning Board approved a 6,917 square-foot addition to the shopping center, as well as architectural façade changes and associated site improvements. Construction*

*is currently underway at the site to renovate the former Hannaford's anchor space into three different tenant units and to accommodate a planned Boston Interiors furniture store. The Planning Board granted two recent sign waivers for the shopping center, including:*

- *In September 2017, to allow a new center identification sign that is 16-feet tall where a maximum sign height of 10-feet is permitted, and;*
- *In October 2017, to allow Boston Interiors two building signs and two canopy signs totaling 78.6 square-feet where one 32 square-foot sign is permitted.*

*Bed, Bath and Beyond, a national chain of retail stores focused on the sale of home goods, is planning to open a location in the Bedford Grove Shopping Center adjacent to the existing Boston Interiors store and the retailer has submitted this application.*

### **III. Waiver Request:**

*The applicant is requesting a waiver from Section 275-74 C(4) and Table 6 of the Zoning Ordinance to permit a 144 square-foot wall sign where the sign is limited to 96 square-feet by the Ordinance. Section 275-74 C(4) of the Ordinance provides a maximum sign area formula for wall signs in Bedford that are located 150 feet or more from the edge of a street right-of-way. The formula provides that the distance between the sign location measured in a straight-line to the driveway curb cut shall be divided by 4.25 to determine the maximum permitted sign area in square feet. In this case, the proposed sign is located 408 feet from the driveway entry that determines the street address for the facility, so 96 square-feet is the maximum permitted wall sign area.*

*The applicant has submitted a letter requesting the waiver in addition to illustrations of the sign (at both a 100 square-foot and 144 square-foot size to provide greater context, and a site plan showing the sign location. In its narrative, the applicant notes the benefit of attracting a large retailer to the shopping center, notes that the sign will be significantly smaller than the former Hannafords sign at the space, and notes that two different tenants could occupy the same floor space as the single Bed, Bath and Beyond anchor store and utilize more than 144 square-feet of signage.*

*The applicant has worked with staff to pare down the additional signage requested in an initial submission by reducing the size of the sign down from a proposed 196 square-feet to 144 square-feet. Staff appreciates the applicant's efforts to reduce the signage to a size that is more conforming with Bedford's requirements and recognizes that the retailer typically relies on larger signs to advertise its locations. And of course, staff would be delighted to welcome Bed, Bath, and Beyond to the community and to the Bedford Grove Shopping Center. However, in the opinion of staff, the formula in Section 275-74 C(4) of the Zoning Ordinance appears adequate in this case to provide the applicant sufficient signage based on its distance from the roadway. A single 96 square-foot sign, which is permitted under the ordinance, would be 22 percent larger than the combined area of the four signs for the neighboring Boston Interiors store where the signs span two different building facades. The applicant will also be able to utilize signage on the monument sign for the shopping center located along South River Road.*

*The Zoning Ordinance permits a waiver in the Performance Zone where the applicant demonstrates substantial compliance with the five purpose statements listed below (see attached narrative submitted by John Arnold of Hinckley Allen, representing the applicant):*

- A. To attract environmentally acceptable commercial, industrial, recreational, institutional, and residential uses to the District;*
- B. To encourage diversity in the community tax base through appropriate flexibility in land use and land use development;*
- C. To optimize financial return on public infrastructure investments and expenditures, including municipal sewer, municipal water supply, the Manchester Airport, Class I and II public highways, and the Merrimack River amenities;*
- D. To minimize adverse traffic impacts on U.S. Route 3, the I-293/NH Route 101 Interchange, and surrounding local streets and roadways; and*
- E. To preserve valuable historical, cultural, and natural features within the district and to minimize adverse environmental impacts such as water, air, light, noise pollution, flooding, clear cutting of vegetation, and the blocking of scenic views.*

#### **IV. Draft Motions:**

*In the event the Planning Board decides **to approve the sign waiver**, the following draft motion is offered:*

***I move that the Planning Board approve a waiver from Section 275-74 C(4) & Table 6 of the Performance Zone Sign Standards, to allow a 144 square-foot building wall sign for a Bed, Bath and Beyond store at the Bedford Grove Shopping Center at 5 Colby Court, Lots 11-25 and 11-25-5, as shown in the materials submitted by the applicant, dated April 24, 2018, as the Planning Board finds that the applicant has shown substantial compliance with the purpose statements of the Performance Zone.***

*In the event the Planning Board decides **not to approve** the waiver the following draft motion is offered:*

***I move that the Planning Board disapprove a waiver from Section 275-74 C(4) & Table 6 of the Performance Zone Sign Standards, to allow a 144 square-foot building wall sign for a Bed, Bath and Beyond store at the Bedford Grove Shopping Center at 5 Colby Court, Lots 11-25 and 11-25-5, as shown in the materials submitted by the applicant, dated April 24, 2018, because the proposed sign does not meet the spirit and intent of the Zoning Ordinance and no compelling hardship or substantial compliance has been shown.***

Attorney John Arnold from Hinkley Allen in Manchester was presenting on behalf of the applicant Bed, Bath and Beyond. Laszlo Csatay architectural project manager for Bed, Bath and Beyond was also present.

Attorney Arnold stated the property we are here about tonight is the Bedford Grove shopping center. The space at issue as seen on the posted site plan was formerly occupied by Hannaford. The space at issue is this larger portion of the plaza on the top of the plan. The property was recently sold and the current owner has been in the process of revamping the center, re-tenanting it, breathing some new life back into it, and Bed, Bath and Beyond is looking to come and be the anchor tenant at this center. The current site plan is posted. The space is split up into two separate tenant units as you can see. The plan is to combine those two units and to create a new space for Bed, Bath and Beyond that would comprise about 35,000 – 36,000 square feet. Our application tonight is solely related to a sign waiver to request a sign of 144 square feet where a maximum of 96 square feet is allowed under the Zoning Ordinance. To begin, something I would like to say is that we recognize that by Town standards 144 square feet is a relatively large sign and we are sensitive to that. We have put in a lot of work amongst the landlord, Bed, Bath and Beyond, the architects and working with Town staff to wind up where we are with the request at 144 square feet. I know that Mr. Csatay will speak to it in just a couple of minutes but for a store this size Bed, Bath and Beyond generally has a much larger sign, and if you visited Bed, Bath and Beyond stores elsewhere, you would expect to see a larger sign than what is being proposed at this store. In fact, initially the proposal for this site was a 200 square foot sign. After working with staff and hearing feedback and doing some redesign work, Bed, Bath and Beyond reduced the size of the application down to 144 square feet in an effort to find something that hopefully would be acceptable to the Town and still workable from their perspective to have a store with the visibility that they feel they need for this location. I would also like to say that staff was very helpful throughout the process; we spent a lot of time working with staff and going back and forth with different drawings and hearing their feedback, and although ultimately we didn't win their support in terms of a staff recommendation for the application, we were grateful and appreciative for that.

Attorney Arnold continued one of the interesting things about this sign and this sign application is that, as I mentioned, the space at issue is currently two separate units, and under your Zoning Ordinance today each of those units could have a 96 square foot sign. So if each unit had about 96 square feet, you would have a total of about 200 feet on this store frontage for the two units. What is posted is a rendering, not what is out there today, but this shows if the space remained two separate tenants, you could have a 96 square foot sign over here for one existing space and a 96 square foot sign over here for the second space. The proposal is that both of those spaces would be combined, this façade, again, is just for illustrated purposes, but it reflects the replacement of those two spaces and the two separate signs with a single sign measuring 144 square feet. This proposal results in about 50 feet less than the amount of signage that would be on the frontage if it remained two separate spaces and each unit had its own 96 square foot sign. I think it also results in a cleaner façade in the sense that you have one sign on it rather than two separate signs.

Attorney Arnold stated our application goes through the criteria in detail and I don't want to repeat it all tonight but I do just want to highlight a few points. The first is that if you look at the site plan that is posted, you will notice the visibility for this store faces a couple of challenges. The first one is that the store doesn't face the main road, it is kind of perpendicular to South River Road, so it doesn't have kind of a direct viewpoint right onto the street where folks can see the signage easily. The second is that there is an existing building right here, which used to be a

FedEx and a parking lot, and this if you are driving north on South River Road, it blocks your view or impedes your view up to the store at least for a period of time when you are passing that, and both of these constraints make it a less visible store than you would expect given the size both in square footage and the amount of frontage on the building. The second point is that maybe partially because when Hannaford was at this site previously they had about 300 square feet of signage on the façade, and when they moved down the street to Kilton Road, they got another sign waiver. I think it was for 200 square feet at their new location, but either way the sign that we are proposing for this site is about half the size of the sign that used to be there when it was Hannaford and it is still smaller than the Hannaford just down the street. When I look at the façade that is posted and I see the proportions, both in terms of the length of the frontage, the height of the frontage and just the massing of this building, it is very significant. It is the biggest section of the building and when I look at that façade and I see the proposed sign on it, it looks proportional to me, it doesn't look too big, it doesn't look out of place, and I think it is consistent and fitting with a number of the other signs in the area.

Attorney Arnold stated I know Mr. Csatay would like to speak briefly to say a few words about his excitement about coming to Bedford, the importance of this sign in their decision to come to Bedford and to address some of those kind of business end deals, but I just wanted to emphasize that given the challenges that the brick and mortar retail market is facing right now, we just think it is generally a pretty great thing that a retailer like Bed, Bath and Beyond is looking to put a store that is this significant in Bedford and we think it will be good for consumers, we think it will be good for the residents, we think it will help drive commercial activity in the area, and be a positive impact for the Town's tax base. With that, I will turn things over to Mr. Csatay.

Mr. Csatay stated thank you for listening to our claim. As you know, Bed, Bath and Beyond is a major retailer in this country and we have over 1,500 stores. Being so, we do take into consideration the location of where we are going, and when we first set this deal up, the landlord approached us and asked us when you come to Bedford, we are not going to use your prototypical 400 square foot sign because our buildings do have 400 square foot signs. If you go to any of our stores, even locally up the road or down the road, our signs are significantly larger than what we are proposing here in Bedford. Also, we are branded; our sign, our building frontage, we have a prototype but here in Bedford we actually recognize that this is a quaint community, it is a smaller community, it is not Manchester proper where you need a larger sign where they would probably let us get away with it, but we don't want to do that here. The landlord asked us to use materials that are conducive to the rest of the shopping center, the way they have already designed the Boston Interiors, so we took that into consideration when we designed this store. We worked with the landlord to see if we can come up with a resolution where it fit into your neighborhood, your community, and for a store this size of 35,000 – 36,000 square feet, we felt that 144 square feet of signage, originally it was 200, we need that. As a retailer we need some kind of exposure. You don't have a Bed, Bath and Beyond here in the community, people do know us, they know our trademark, they know our logo, so that is why we are asking for this sign of 144 square feet. As a company we are very excited to come here to Bedford and we would really like to come here and put our employees to work here and our employees will be shopping here in the neighborhood and probably a lot of residents here will also be getting jobs at this store. And for us to be here, we are just asking that our signage be noticeable. It is not just Bedford, it is other people, and they know our stores, when you go

down the road on Route 3, we want to be noticed and the smaller the sign, the less noticeable we are. Really that is what we are looking for. We really want to be here in this town.

Attorney Arnold stated I think that is it in terms of our presentation. We wanted to keep it brief, not repeat everything in the application, which I am sure you have reviewed, but if you have any specific questions or concerns you would like us to address, we would be happy to do so.

Mr. Sullivan stated I know we have another item today that is dealing with an illuminated sign. Is this one illuminated or not? Mr. Csatay replied the sign is illuminated as channel letters. Each individual letter has its own lighting.

Mr. Pincince stated you made a comment early in your presentation that the space was taking over the old Hannaford store. Boston Interiors has taken a sizeable amount of that floor space, so are you expanding your store into what used to be the New Hampshire State Liquor Store and running to the corner? Attorney Arnold replied no. The Boston Interiors is still at the end. The two spaces that we are talking about for this application are this middle unit and the upper unit right here on the floor plan, and these two would be combined into a single unit for Bed, Bath and Beyond. You are correct that Hannaford did extend further down here and Boston Interiors does occupy a portion of the space that Hannaford did previously. Mr. Csatay stated and Boston Interiors does have one advantage over us and that is exposure to Route 3 and that we don't.

Town Manager Sawyer stated I am assuming you would have a tenant space on the ground sign for the plaza along South River Road. Mr. Csatay replied yes. Town Manager Sawyer stated the drawings we have are slightly different than the proposed façade drawing that you have and our drawing seemed to indicate some kind of outer band around the sign. Is what you are showing us, what you are intending to do; it won't be a band around the outside? Mr. Csatay replied no; we are just going to go right on top of that natural stone. We are not going to have a bigger outline, we are not going to do anything like that; we took that away. Attorney Arnold stated and the façade looks a little bit different. If you look closely, the rendering that we are showing here versus how the façade looks on the elevations is just because the final design hasn't been finalized. The rendering is probably the closer reflection of what it will ultimately look like but the signage is the same on either one. Chairman Levenstein asked Ms. Hebert, when you measured the sign, did you use it as it is here? Ms. Hebert replied we measured it based on the size of the letters, which is how the black and white drawing has detailed the sign area. The black band is confusing I agree, and we would love to get copies of the colored renderings that you have here. Attorney Arnold responded sure. The elevations that we submitted, and apologies for any confusion, but the elevations that you are looking at do show a 24 x 6 box around the letters, it is probably very small, so it is the 144 square feet just for the lettering, not the band around it. Ms. Hebert stated ignore the black box, and I think the details call out to a stone background.

Vice Chairman Newberry stated in the color rendering that you are showing, that sign shows as white letters. Is that reflective of what will actually be there? Mr. Csatay replied yes. Vice Chairman Newberry asked and those will be illuminated white at night I assume? Mr. Csatay replied that's correct.

Town Manager Sawyer asked for staff, where do we stand with architectural review if their changes are proposed? Does that come back to this Board or is that Planning Director? Ms. Hebert replied to approve the minor changes to the façade we are doing it administratively.

Mr. Fairman asked Ms. Hebert, do you know if the Panera building is about the same distance? I don't know what size their sign is but it appears to me that it is probably quite a bit smaller than this and certainly can be seen from the road without any problem. I am kind of wondering because I don't see the need for the big sign. I think it can be seen with the sign that meets the requirements, plus you have a sign out on the pedestal sign by the street, so that indicates where it is. You are going to be looking at the pedestal sign as you are coming down the street, not at the building. The building sign comes into play once you are into the parking lot, so I am not sure I see a particular need for a sign this large. Attorney Arnold stated one thing I would say in response to that is that I think you are right that a panel on the pylon sign will make it more visible for folks on the street who may not be able to see the building due to the other obstructions, but one of the significant things about the size of the sign on a store like this is that it doesn't only provide visibility, it also informs customers, it gives the impression of the size of the store. So if you have a smaller sign on a store, it has the tendency to convey to customers that the store is a smaller store and if you have larger sign, it tends to convey to customers that it is a full service store, it has everything in it, it is a larger store, and there will be more products available. Not only does the sign serve the obvious kind of visibility issues but also it conveys a message to the consumer about what is available and what is being sold.

Chairman Levenstein asked Mr. Csatay, do you know how big the sign is over in Hooksett? Mr. Csatay replied it is about 260 square feet.

Chairman Levenstein stated my personal feeling is that as far as who is going to see this sign, it is going to be people shopping in the center, and you are not in a neighborhood where you are going to have this big huge sign in some residential neighborhood. Basically you have a big sign and I don't find it that aesthetically unpleasing because of where it is, it is in the middle of a shopping center. I really don't have a problem with it personally. Vice Chairman Newberry stated I would agree. If the rendering is accurate, it looks to be reasonably proportioned to the overall elevation. I think you have done a reasonable job of addressing the Zoning Ordinance A through E criteria, so I don't really see a problem with it.

Town Manager Sawyer asked do you by chance have a rendering of the permitted size sign? Attorney Arnold replied we don't have a colored rendering of the permitted. I think there is one in your packet but it is a non-color elevation. Ms. Hebert stated staff's concerns with this sign really was because they do have the ability to use the bonus sign area calculation because of their setback from Colby Court. They are well above what Boston Interiors was permitted, which was a 32 square foot sign, and eventually I believe the next tenant space the owner will need to come back to the Board with a master sign package, which we would really love to see because we like some design consistency between the signage and these tenant spaces and the plaza had a design standard for signage that was approved when the Hannaford signage was approved. We would like to see something like that done for this plaza as well and it was a condition of the sign waiver approval for the Boston Interiors sign. The preference is always to stay within what is permitted by right. Mr. Pincince stated this Board labored one evening looking at the Boston

Interiors sign, and you look at the Boston Interiors sign in comparison to this and the Boston Interiors sign looks like a dwarf in comparison to scale. Mr. Fairman stated I agree; it overwhelms every other sign in the plaza, every other building sign. Vice Chairman Newberry asked wasn't one of the considerations with Boston Interiors though that they have a sign on two elevations? Ms. Hebert responded that's correct. Chairman Levenstein stated and they are much closer to the road; one of their signs is right on the road.

Mr. McMahan asked what will be the size of your sign on the monument sign? Attorney Arnold replied the answer from the landlord's rep is that it will be the same size as the Boston Interiors sign on the pylon sign but we don't have the exact dimensions available tonight. Mr. McMahan asked as the anchor store, will your sign be above the Boston Interiors sign? Mr. Csatay replied it sounds like we are going to be below Boston Interiors. Mr. McMahan stated I am concerned too if there are going to be more people moving into that shopping center that we may see the next people or several people come in with even bigger signs. You are setting a precedent. Chairman Levenstein responded I don't think we are going to have a store that can be nearly as big as this store with any of the space that is left. What would be the biggest space left? That is probably the liquor store, unless you combine some of the others. Attorney Arnold stated this is by far the largest store at 35,000 – 36,000 square feet and it is being treated by the landlord and Bed, Bath and Beyond as the anchor with the most substantial signage and need for it. And the hope is that getting a big anchor tenant in there like Bed, Bath and Beyond will help bring other tenants in but not that signage will follow suit. Mr. McMahan asked does staff have an example of a size building that we have in Bedford and the sign that is upon that building because you have a formula for each one of these buildings? Ms. Hebert replied they are all so different. The Board approved 100 square feet for Trader Joe's on their façade. We ran the calculation if this tenant space was in the Market & Main project. They would be allowed 128 square feet based on the design guidelines that were approved as part of that project. I believe Whole Foods has maybe around 125 square feet for their sign. They have two signs, one on each corner. Town Manager Sawyer stated there are stores like Bob's Store or some of the older Bedford Mall stores that are much larger than this. Ms. Hebert stated significantly larger. They are also set farther back from the road, so they are getting more sign area because of their setback from the road. Town Manager Sawyer stated with Target/Lowe's I don't believe their signs have any waivers because they are so far back from the road, the formula works for them and they are that much bigger and it works. Panera was brought up and that is too close to Colby Court to get any bonus, so that would be stuck at the maximum size allowed. It is within 150 feet of a right-of-way. This location must be more than 150 feet both from Colby Court and South River Road; Boston Interiors probably isn't more than 150 feet, or if it is, it is only slightly more, so it only got slightly larger area. Mr. Fairman stated my point with Panera was that it is quite visible from South River Road even though it is a much smaller sign from a visibility standpoint. Town Manager Sawyer stated I wish they had some pictures because I am not sure that the FedEx building blocks Panera as much as it might this site, but I don't know if you have pictures to submit. Mr. Fairman stated the people are going to use the pedestal sign to find the shopping center and then once you are inside, this sign becomes important. Chairman Levenstein stated that works going one direction though. Ms. Hebert stated most of our large box retail used the sign formula for their sign area and it generally has worked in town, and I am not sure who developed that formula, but it gives you a larger sign the farther set back you are from the roadway. Chairman Levenstein asked do you know which store we are measuring from here?

Ms. Hebert replied we are measuring from their main site driveway, the driveway that is closest to the FedEx building on Colby Court. Town Manager Sawyer stated actually there is an arrow or a line shown on the site plan that shows it going to the center of the curb cut, it actually shows it going to both curb cuts, but it sounds like the Planning Director had them use the first one. Ms. Hebert stated we used the first curb cut.

Attorney Arnold stated if I may just make a couple of points. I do have some information on some other signs in the area to the extent that it is helpful. I think someone had mentioned Kohl's, which is obviously a much larger store than this, but the sign there is 195 square feet; the old Bob's Store is a little bit bigger store, not much, it is a 45,000 square foot store and they have a 170 square feet, and the Whole Foods is about the same size at 40,000 square feet and they have 210 foot signs. As I mentioned in the presentation, Hannaford is a bigger store too but they got a waiver for 200 feet at their new store and had 300 feet at this location. I do recognize that the bonus calculation in the ordinance gives a larger sign than what you would normally be entitled to, but I don't think that can be interpreted to prevent an applicant from seeking a waiver in appropriate circumstances. The waiver provisions still apply regardless of whether you are calculating allowable signage based on a bonus calculation or based on the standard calculation.

Charles Davis, Brixmor VP of Leasing, stated we are the landlord at Bedford Grove and I want to thank you for your time. We are very supportive of our tenant Bed, Bath and Beyond, who we have a relationship with across the country, and as a landlord in 450 communities across the United States, we are thankful to work with partners like yourselves in these various communities and help deliver great retail projects in those communities that serve the needs of your town and consumers and shoppers and residents. I just wanted to express to you that in attracting retail, as you have seen in a number of great projects that you have here in Bedford, we always have to sort of keep in mind what the needs of that retailer are and what is important to them in terms of store presence, store marketing, sort of merchandizing in any community, and we had a unique opportunity here with working with Bed, Bath and Beyond to attract them to a former grocery store box that moved down the street and as part of a significant sort of redevelopment of an older, dated shopping center, to sort of keep it up to a standard that you are all doing so well at attracting and curating in your Town with projects like Market & Main, so we are trying to keep our center up to that great standard. In making Bed, Bath and Beyond interested in this community to relocate a store from Hooksett, one of the factors was having a presence that dictated the size of their store and the merchandise they carry in that store. So it is a critical issue for them and without the ability to express themselves in a sign that is appropriate to a standard that they see, although somewhat distilled to your own Town standard, this opportunity might not happen and probably won't happen to relocate this store, so we appreciate your thoughtfulness and your time on this, but we just wanted to express that it is sort of a critical issue with bringing a great national retailer here to town.

Chairman Levenstein asked for comments or questions from the audience. There none.

Mr. Foote stated I recall, and I forget the development where there was a similar sign on South River Road down towards the Land Rover. It was some sort of financial business and they had similar letters, and I thought there was some concern about the amount of lumens in the sign. Was that a similar-looking sign? Ms. Hebert stated maybe RMS, Residential Mortgage

Specialists, yes. Mr. Foote asked how was that resolved? I know the brightness of it at night was of concern, and during the daytime as I look at this, I don't really see it being that offensive but at night the same with the one down there, would this present an issue? Ms. Hebert responded this will certainly be a bright sign at night because it is white and it is internally illuminated kind of individually cut letters so each box letter is illuminated as opposed to the halo or backlit lettering. Mr. Foote asked so was there any type of provision to reduce that? Ms. Hebert replied we look at the lighting plan and the Town's lighting standards require you to have no spillage off from the property. The way this sign is situated it is not going to generate light that will spill off from the property but it will certainly shine bright in the distance, but we don't have standards that prevent reducing the brightness in one location like that. Mr. Connors stated it was a little bit different in that case because it was installed a little bit bigger than what we would allow and they had to come back to the Planning Board after the sign was installed. So I think as a compromise the Board required them to keep part of the sign unlit at night. Ms. Hebert stated so the sign was installed and people were driving by it on South River Road, which is kind of a darker area, there wasn't as much adjacent development parking lot lighting, and I think one of our Board members was concerned about it being a distraction. Mr. Csatay stated if I may, to help alleviate your concern on this, our signs are basically can signs. The sides are solid so all you see is the face and even the face has a ringlet around it which even the face is covered slightly. All of our signs are now LED for energy conservation and that is always helpful, but it is also on a timer, so it is not going to be on all night and it is not halo lighting. Some towns require it and if we have to we would, but that throws a little bit too much light because now the front and back leaks light. Ms. Hebert stated it leaks out the side. Mr. Csatay responded right.

Councilor Bandazian stated I would just say from the rendering of the smaller sign, I personally don't find that to be less effective. It would be nice to have a simulation like this one, but it is only 3 feet 4 inches less in length and 1 foot less in height, and that actually is a little bit larger than what is allowed at 103 feet where 96 is allowed. So it doesn't look ineffective to me based on what we have presented. It doesn't look any more or less. What is bigger doesn't look more effective to me; what is smaller doesn't look less effective to me based on the drawing that we have. I don't know if a rendering would show anything more. I don't have a particular problem with it but unfortunately the waiver requires us to find a need for it and I am struggling with that. Mr. Fairman stated that's what I don't see; I don't see a need for it. Mr. McMahan stated I guess I agree with that. It seems to me at least the way I shop and my wife shops is you are going to take a look at the monument signs and that is going to tell you where your particular store is, as well as Boston Interiors, and once you turn into that parking lot, I think it is going to be obvious because it is going to be almost in front of you. But to actually talk about the point that you made, I think your brand name is very well known. I think that once they find out that your store is coming, you could almost do business with nothing more than a small sign, which of course is not the issue. I think you will be so popular here that you are not going to have any problems with people finding you. They will certainly seek you out.

Town Manager Sawyer asked do we have agenda items in two weeks? Are we scheduled to have a meeting? Ms. Hebert replied we are scheduled to have a meeting on the 25<sup>th</sup> of June. Town Manager Sawyer stated it seems to me like a lot of us would benefit from a similar rendering of what is permitted versus what you are asking for, plus maybe some more details of

what you are telling us is blocking the visibility of the building from the street. For me, just now looking at Goggle road images there, I am not sure you see the building with either sign with the FedEx building if you are stopped at the traffic light looking at it, from the south looking north, I am not sure you will see the building either way, but it would be good to have that in evidence versus me just guessing if that is actually the case. I am sure the applicant would like to know what is going on here and make decisions and get in here as quickly as possible, but I don't know what a two week delay might mean to you guys or if it would help any Board members. If it doesn't help the rest of the Board and if somebody makes a motion, so be it. Councilor Bandazian stated it would help me. Mr. McMahan stated I concur. Mr. Csatay stated with all honesty we would like to know what the Board's resolution is. We do have Hooksett and we would like to be here, we would like to give up Hooksett and come to Bedford, so we need to know what we are doing. As a company we are already spending money; my construction drawings are already being prepared, so at this point, we really need to know and at least my company needs to know how you stand, where you stand with the sign. Chairman Levenstein asked do you want to know where we stand by us voting on it or do you want to know where we stand by people telling you how they would vote on it? Mr. Csatay responded I understand, I hear what you folks are saying that you don't want to see a 144 square foot sign but you are okay with two tenants with two 96 square foot signs, you are okay with a tenant that is 5,000 square feet with 60 square feet. Somehow as a company if we are 36,000 square feet, why does a 6,000 or 7,000 square foot tenant have the right to be there but why would their sign be almost comparable to ours. Ms. Hebert responded just to clarify; the other tenants' signs need to come back to us in a master sign plan, so I doubt that the Board would approve one very large sign and then smaller signs for all the remaining tenants. So the tenant signage hasn't yet been determined for the balance of the building because that would be approved as part of a master sign plan for the plaza, similar to what we have on the books now for when the plaza was occupied by Hannaford.

Reuben Twersky, Brixmor Redevelopment Project Director, stated if I am hearing it correctly from the Planning Director, there was a commitment made to come in with a master sign plan for the rest of the tenants, it seems like maybe Bed, Bath and Beyond could be 144 square feet if the other tenants were inline or somewhat in line with the current ordinance. Ms. Hebert responded it is something that we would want to review and it would change your waiver request, but the condition when the Boston Interiors sign was approved that for the remaining tenants, excluding your anchor tenant, which would be Bed, Bath and Beyond, would need to be approved through a master sign plan with some design guidelines for the plaza that the Board could review and approve. Mr. Twersky responded that is understood, and a couple of people mentioned obviously with the retail environment ever so changing, it has been a while obviously since the approval that Bed, Bath and Beyond came here and tenants continue to change, so it has been hard to really come up with that master sign plan, but we will obviously do everything we can to appease the Board and to make sure that Bed, Bath and Beyond can be here.

Attorney Arnold stated and to just circle back on the criteria the Board needs to look at in approving the waiver, I think there was reference to having to find some need for this sign, and I think if you look technically at the requirements that need to be met and the requirements that we set forth in our narrative, that isn't one of the requirements. The first requirement is to attract environmentally acceptable commercial, industrial, recreational, institutional, and residential

uses to the district. The testimony tonight and in the application has been that a sign of 144 square feet is necessary to attract environmentally acceptable commercial development. The second criteria is to encourage diversity in the community tax base through appropriate flexibility and land use and land use development. Again, adding an anchor tenant to what has historically been a struggling plaza, bringing a national retailer with 35,000 square feet to drive the economic engine in the area and to attract other tenants to the area, is a significant factor in diversifying the Town's tax base. The third criteria is to optimize financial return on public infrastructure investments and expenditures. Again, this development will do that by bringing an anchor tenant to Bedford, increasing the tax base, it is not a demand on schools or anything like that but will help the Town recognize tax revenue to go towards its infrastructure, investments and expenditures. The fourth factor is to minimize adverse traffic impacts on Route 3. The proposed signage, whether it is 96 square feet or 144 square feet, isn't going to have any negative impact on traffic on Route 3, and to the points that were made earlier, we think the larger signage from Route 3 may, in fact, facilitate traffic on Route 3 by making the store more visible and making it easier for people to find where they are going. The final factor is to preserve valuable historical, cultural and natural features within the district and minimize adverse environmental impacts such as water, air, light, noise, pollution, flooding, clear cutting, and blocking of scenic views. This proposal doesn't have any impact on that criteria. Allowing a sign of 144 square feet won't have any negative impact on the environment, so I recognize that kind of in common sense that you think about why is a 144 square foot sign needed, but if you go through each one of these elements on an element-by-element basis, I think that we have demonstrated that a 144 square foot sign satisfies these criteria and it may be challenging when you are looking at a sign of this size to really discern the difference between a 144 square feet versus 101 square feet between the renderings, you are looking at a very big building and they are both sizeable signs and to the naked eye it is tough to tell the difference. You may need a ruler to tell the difference, but we have heard from the marketing experts and the people who know the business both on the landlord and tenant side to say that this is an important size sign for the business, it is critical to their decision whether or not to come to Bedford and to make this their new home, and from the perspective of difficulty in really discerning the difference between those two sizes, I think that can be viewed in our favor in the sense that allowing a slightly larger sign is not going to have significant negative impacts, it is not going to be unsightly as was mentioned earlier. It is not projecting out into a residential area or creating something that is unattractive. If you go back and you look at the rendering that we do have with the proposed sign, again, I think it is a very proportional sign, I think it is an attractive sign, I think it is what people and customers expect to see in a plaza of this size, with a store of this size and a retailer of this nature.

Chairman Levenstein stated the pedestal sign that is on South River Road runs parallel to the road. Is that right? Ms. Hebert replied it is perpendicular. We recently granted a waiver for it. I do want to clarify that the Board has the ability to waive the provisions of the Zoning Ordinance in the Performance Zone provided they meet the criteria listed in the purpose statements of the Performance Zone, which is what Attorney Arnold just read through. So that criteria isn't specific to signs, and I just wanted to make sure that the Board was clear that that is the criteria for the granting of any waiver for properties within the Performance Zone. It is not the same criteria for other zones, and for other zones you would be looking at the Conditional Use Permit, which is a newer mechanism for granting sign relief, and the criteria for the Conditional Use

Permit are very specific to signs. If you are reading that criteria kind of wondering how this connects to the review of the sign waiver, I just wanted to make it clear that those are the criteria for the granting of any waiver in the Performance Zone.

Town Manager Sawyer stated I would like to ask about the dimensions of the sign itself. How long is it and how tall are the letters? Attorney Arnold replied overall, if you drew a rectangle around the letters, it is 6 x 24. Town Manager Sawyer asked so each line is 3 feet tall? Mr. Csatay replied no. The Bed, Bath is bigger than the Beyond. Town Manager Sawyer asked so Bed, Bath are at least 36-inch letters? Mr. Csatay replied that is correct. Town Manager Sawyer asked and it is 24 feet long? Attorney Arnold replied that is correct.

**MOTION by Vice Chairman Newberry that the Planning Board approve a waiver from Section 275-74 C(4) and Table 6 of the Performance Zone Sign Standards, to allow a 144 square-foot building wall sign for a Bed, Bath and Beyond store at the Bedford Grove Shopping Center at 5 Colby Court, Lots 11-25 and 11-25-5, as shown in the materials submitted by the applicant, dated April 24, 2018, as the Planning Board finds that the applicant has shown substantial compliance with the purpose statements of the Performance Zone. Mr. Pincince duly seconded the motion.**

Vice Chairman Newberry stated I have to agree with the points that the applicant has made on this, and I think that it being something they perceive as critical to their success, I think it addresses the criteria reasonably, which is really what the Board is concerned with that we don't end up with things that are all over the lots that don't fit, and this, from the rendering, appears to be reasonably scaled to the elevation. Mr. Foote stated I just want to share my thanks. When we were reconstructing South River Road, I think we needed four or five easements from Brixmor and frankly I am not sure that the Colby Court improvements or the South River Road improvements would have been made if Brixmor didn't step up and move us through that process in an expedited manner. I do disagree about the illumination going into a residential neighborhood. I think that behind Service Credit Union there is some residential institutional-type property there where it would spill over but that is a long ways away. Again, from Public Works Department, we certainly appreciate everyone helping the Town of Bedford when we made the improvements to South River Road. I wanted to share that thank you.

Town Manager Sawyer stated on a lot of the other signs that we have approved waivers for we have always reviewed it with the architecture and made sure that the sign fit the architecture, and I think Vice Chairman Newberry said that very well that in this case the rendering appears to make it look like it fits the space that you have designed. 144 square feet on one of the units in this same plaza would look terrible if the architecture didn't reflect it, and I know we have struggled mightily if it was 144 square feet not on this design that has been provided to us. I would hope that the illumination levels might be discussed with the Planning staff, if it is approved, to work out something that is acceptable. Maybe we don't have a standard but another community that you work in or have a sign in does, that we could adopt for this sign because we are very fearful of all white signs in this community. They have been a problem in this community, but if you can assure the Planning director that you are using a light level that is appropriate and won't be offensive and distracting, which another sign on this same corridor was, that would be fantastic. Mr. Csatay responded if those lumens can be shared with us, we

will definitely work with you folks.

**Chairman Levenstein called for a vote on the motion. With Mr. Fairman voting in opposition, the motion carried.**

**3. Noah’s Event Venue (Applicant), Rockwell Bedford, LLC (Owner) – Request for approval of a sign waiver to allow two wall signs with illuminated backgrounds, Lot 35-3, Zoned PZ.**

A staff report from Mark Connors, Assistant Planning Director, dated June 11, 2018 as follows:

**I. Project Statistics:**

Applicant: Noah’s Event Venue  
Owner: Rockford Bedford, LLC  
Proposal: Sign waiver to allow two wall signs with illuminated backgrounds  
Location: South River Road (Lot 35-3)  
Existing Zoning: “PZ” – Performance Zone  
Surrounding Uses: Residential, Office, and Warehouse

**II. Background Information:**

*On August 14, 2017, the Planning Board granted site plan approval for an 8,181 square-foot, 250-seat event venue to be operated by Noah’s Event Venues. Construction of the building is well underway and the applicant anticipates opening this summer. The company’s business model is limited to rental of the facility with customers arranging their own catering, bar service, or other accessory needs. Noah’s operates approximately 40 facilities across the country, but the Bedford location will be their first in New England.*

**III. Waiver Request:**

*The applicant is requesting a waiver from Section 275-73(L) of the Zoning Ordinance, which requires internally illuminated sign panels to be opaque with only lettering and graphics lighted. The applicant is proposing two window signs facing South River Road and a rear parking and loading area. The signage includes individual vinyl lettering in a bronze color adhered to large clear windows over the front and rear entrances of the building. Ceiling lighting will shine downward toward the lobby and a white wall positioned approximately 3-feet from the signs will aid in illuminating the signs in nighttime conditions (there will be no lighting facing directly at the window signage). Each of the two signs are approximately 22 square-feet. The Zoning Ordinance would allow up to two building signs at the site, each not to exceed 32 square-feet, so the proposed signage is otherwise compliant with the Town’s sign requirements.*

*The applicant utilizes this type of signage on most of its facilities and during site plan approval last year staff noted the signage would need to be modified or require a waiver. The company considered alternatives but ultimately decided to pursue the waiver. The applicant has submitted a letter requesting the waiver, a site plan indicating the locations of the signs, and photos from*

*other Noah's sites showing how the signs will look in day and night-time conditions. In its letter, the applicant argues that the signage is largely within the spirit of the Town's requirements as the signs are elegant and subdued with a non-direct lighting source and because the signs could be considered less obtrusive than traditional wall signs. The applicant also notes the window signs will constitute the only permanent signs at the facility (no monument signage is proposed).*

*In the opinion of staff, the proposed signage does not appear obtrusive and conforms with the architecture and styling of the building. The window signage will not be directly illuminated (by light sources facing the viewer) and the applicant is proposing less signage than is what is otherwise permitted by the Ordinance – the window signs are 32 percent smaller than what is permitted and no freestanding signage is proposed (the applicant is permitted a 32 square-foot monument sign by right). For those reasons, staff does not object to granting the waiver to the Town's opacity requirements for signage.*

*The Zoning Ordinance permits a waiver in the Performance Zone where the applicant demonstrates substantial compliance with the five purpose statements listed below (see attached letter submitted by Chris Winkle of Noah's Event Venue):*

- A. To attract environmentally acceptable commercial, industrial, recreational, institutional, and residential uses to the District;*
- B. To encourage diversity in the community tax base through appropriate flexibility in land use and land use development;*
- C. To optimize financial return on public infrastructure investments and expenditures, including municipal sewer, municipal water supply, the Manchester Airport, Class I and II public highways, and the Merrimack River amenities;*
- D. To minimize adverse traffic impacts on U.S. Route 3, the I-293/NH Route 101 Interchange, and surrounding local streets and roadways; and*
- E. To preserve valuable historical, cultural, and natural features within the district and to minimize adverse environmental impacts such as water, air, light, noise pollution, flooding, clear cutting of vegetation, and the blocking of scenic views.*

#### **IV. Draft Motions:**

*In the event the Planning Board decides to approve the sign waiver as requested by the applicant, the following draft motion is offered:*

***I move that the Planning Board approve a waiver from Section 275-73 of the Zoning Ordinance, to allow two 22 square-foot window signs with backgrounds that are not opaque at 379 South River Road, Lot 35-3, as shown in the application submitted by Noah's Event Venue, dated May 4, 2018, as the Planning Board finds that the applicant has shown substantial compliance with the purpose statements of the Performance Zone.***

*In the event the Planning Board decides not to approve the waiver the following draft motion is*

*offered:*

***I move that the Planning Board disapprove a waiver from Section 275-73 of the Zoning Ordinance, to allow two 22 square-foot window signs with backgrounds that are not opaque at 379 South River Road, Lot 35-3, as shown in the application submitted by Noah's Event Venue, dated May 4, 2018, because the proposed signage does not meet the spirit and intent of the Zoning Ordinance and no compelling hardship or substantial compliance has been shown.***

Chris Winkle from Noah's Event Venue was present to address the requested sign waiver.

Mr. Winkle stated the posted elevations were approved as part of our plan, so we are here for a signage waiver for our sign. Our sign, as you can see here, is a vinyl-lettered sign that is on the window of the entryway and by code it is getting classified as a backlit illuminated sign. How the sign ends up working is these are vinyl letters that are stuck onto the outside of the window and then what we have back in this area behind it is a gap to the wall and then we have can lights that shine down on our whole entry feature. By your code that includes it as being a backlit sign. In reality all it is doing is not only the sign is lit up but all of the windows are lit up at the same time, it is not directed at it, it is canned lights like you have in your house and everything along that line. It is a standard sign, it is small, and it is only 32 square feet, so it is really not that offensive. I won't read the criteria unless the Board wants me to. It looks just like a window in your house, it is going to shine just like a window in your house or a window in a normal business and you will see it.

Mr. Winkle continued posted now is the site plan just to show you where the two signs are. One is on the front and one is on the back. The front looks just like the back, so the elevation looks exactly the same. The picture now posted is so you can tell what it looks like. This picture is from our store that just opened in Greenville, SC, so you can kind of see what that looks like. It is a black lettered sign, black letters right on the glass, and in the pictures that I gave you you can see what it looks like lit up at night. It is a basic vinyl-lettered sign. I didn't drive around but I am sure there are some Bedford signs in there. If a business has one on their window of their storefront, it would end up being a backlit sign because the light inside the store would shine out. Chairman Levenstein stated we don't have any. Mr. Winkle stated I am saying all of the stores have their hours and that kind of stuff written on their doors, so this will be exactly the same. They have their letters on here but the store lights are on, so it is a backlit sign. We have 42 locations across the country and this is the first time I have had to come through for a waiver for this being classified as a backlit sign. I don't classify it as a backlit, these are the standard whether it is in a cabinet and it is lit in the back or there is actually separate lights lighting it up, this is on a glass window and it is kind of where that comes from.

Mr. Winkle stated in the picture that is posted now the sign is about 60 feet away. We are 92 feet away from the right-of-way, so imagine about another 30 feet back from this picture, so that is what you would end up seeing from the road. We are sitting about 6 – 8 feet above the road, so add 20 feet on top of that so you are almost 30 feet above the road. This is our only sign. We don't have a monument sign out there, so this is it, this is all we have, and it is pretty much as we talked about when we were here before. We are a destination, so we are not Bed, Bath and Beyond who needs a sign to tell people how to get there. People will GPS us and get to us, so

this is just a way to confirm with them that this is our sign. Quite honestly if we don't get the waiver, the letters go away, the lighting still stays the same, so it is really not going to change the look for anybody. We are stilling going to have windows there and we are still going to have lights on them. It is just a matter that there won't be any lettering on there.

Mr. Pincince asked there is a sign on the back of the building? Mr. Winkle replied that's correct. It is just standard by doing one on the front and one on the back. Mr. Pincince stated in the back of the building we have a 55-and-older community. Mr. Winkle responded that's correct. I only put the two on there because it is a standard and we will put it on, if you don't, we won't put one on the back. Mr. Pincince asked in terms of operation, assuming that we have that sign on the back, what are the hours of operation? Mr. Winkle replied the hours of operation per our approval I believe it was midnight and that is when the lights will go off. Mr. Pincince asked they are not illuminated all night? Mr. Winkle replied no. Even if we don't put that sign up there, you are still going to have the window facing them, so it is still going to look the same to them. We do have the requirement that we set hours and when the lights had to be off, so if we are not open, it is not on. It is just a fact of the place that the lights go on and light shines through the windows. Mr. Fairman stated there is also a back entrance to the building. Is that right? Mr. Winkle replied that's correct. Chairman Levenstein stated I think the parking is mostly in the back. Mr. Winkle stated the parking is on the side and in the back; we have none upfront.

Town Manager Sawyer asked you are saying you wouldn't have signage if this gets denied? Mr. Winkle replied yes, probably not. Town Manager Sawyer asked anywhere on the property? How could you operate? Mr. Winkle replied GPS will tell where we are, and I am assuming somewhere in your code is a house number on the building. Town Manager Sawyer stated you are required to have a number and the Fire Department will make that decision. Mr. Winkle stated we do have that and we did talk with staff, we could come back with some kind of frosting on it and flip it around if we had to. Town Manager Sawyer stated this is the negative of what is permitted in our ordinance; the letters are what is supposed to be illuminated, not the background, and it is a significant problem on other typical box signs. I wouldn't call this a typical box sign, it is differently lit. If this was just a pylon sign or even a building sign that was illuminated this way, it would be obnoxious in this community because there is nothing else like it, and Bedford has had the opaque background for a long time and it has benefitted this community immensely. I am torn on this one. Chairman Levenstein stated I think the biggest issue is it is going to be lit up whether there is a name on it or not. It is going to be glass. Vice Chairman Newberry stated plus if you reversed it, I think it would be obnoxious. Mr. Sullivan asked if there was no lettering on the glass, it wouldn't need a waiver and if it was just a solid, complete sign on the same area, it wouldn't need a waiver? It is just because it is glass with lettering on it that it is classified as backlit? Ms. Hebert responded that's correct. They could put a 32 square foot standard sign on the masonry, above the windows or in some other location on the building if they wanted to. Chairman Levenstein stated and a pedestal sign. Ms. Hebert stated because the window is going to be illuminated, I think in another application this could be something that we really would not want to see in the community depending on where it is located in Town, so we felt like it was important to bring it to the Board because it is a backlit sign, which is not something that is permitted. Chairman Levenstein asked is it backlit or internally lit? Ms. Hebert replied it is internally illuminated. Vice Chairman Newberry stated

this is really about the only specific application I can think of that would be supportable for this type of an approach because it is an integral part of the architecture. Mr. Winkle stated we just use basic letters keeping it subtle.

Chairman Levenstein asked for comments or questions from the audience. There were none.

**MOTION by Councilor Bandazian that the Planning Board approve a waiver from Section 275-73 of the Zoning Ordinance, to allow two 22 square-foot window signs with backgrounds that are not opaque as described in the presentation tonight at 379 South River Road, Lot 35-3, as shown in the application submitted by Noah’s Event Venue, dated May 4, 2018, as the Planning Board finds that the applicant has shown substantial compliance with the purpose statements of the Performance Zone. Mr. Fairman duly seconded the motion. Vote taken; motion carried, with Town Manager Sawyer voting in opposition.**

- 4. Manchester Boys and Girls Club (Owner) – Request for conceptual review of a site plan to demolish and rebuild facilities for the Camp Foster summer day-camp, including construction of new classroom pavilions, athletic courts and fields, a performance stage and pool house and associated access, parking and drainage improvements at 36 Camp Road, Lot 39-19, Zoned R&A.**

A staff report from Mark Connors, Assistant Planning Director, dated June 11, 2018 as follows:

#### **I. Project Statistics:**

*Applicant/Owner: Manchester Boys and Girls Club*  
*Proposal: Conceptual review of a site plan to demolish and rebuild facilities for the Camp Foster summer day-camp, including construction of new classroom pavilions, athletic courts and fields, a performance stage and pool house, and associated access, parking and drainage improvements*  
*Location: 36 Camp Road (Lot 34-19)*  
*Existing Zoning: “R&A” Residential & Agricultural*  
*Surrounding Uses: Summer camps, residential*

#### **II. Background Information:**

*Lot 34-19 is a 19.42-acre lot on Camp Road that appears to have been utilized as a summer camp since at least the 1930s, decades prior to the adoption of the Town’s first Zoning Ordinance. The Manchester Boys and Girls Club has long utilized the property as a summer day camp. Children are bused from the Manchester clubhouse to the Bedford facility for approximately 10 weeks in the summer coinciding with school summer vacation. The property includes several open-air cabins, a large pool, a central hall, a boat house and a soccer field. Sandy Pond occupies the easternmost portion of the parcel.*

*Despite its long presence in the community, there are reasonably few Planning and Zoning files on record for the parcel. In 1997, the Planning Board approved a lot line adjustment between*

*this parcel and the neighboring lot, Lot 34-21, a summer camp operated by the Swift Water Girl Scout Council.*

### ***III. Project Description:***

*The applicant is proposing to demolish the existing facilities and redevelop the summer camp facility and make several improvements, including:*

- A 5,000 square-foot main building*
- A 1,425 square-foot pool house*
- Four small pavilions and two large pavilions (with spaces for two additional large pavilions engineered)*
- A stage structure with outdoor seating*
- A series of brick paver and gravel paths traversing the site*
- Improved soccer and softball fields with exterior lighting*
- A new basketball court, beach volleyball court, and playground*
- An existing poolhouse located within a 50-foot wetland setback will be repaired but not replaced*

*This application will help realize several benefits for the applicant and the community beyond the improved and modernized facilities themselves, including bringing the facility up to current life safety and fire codes, the installation of stormwater treatment facilities, and ADA improvements for those with disabilities. Camp Foster currently serves 410 campers, and plans to expand to 470 children with the proposed improvements.*

#### *Application process*

*A summer camp is not a use that is included in the Town's Zoning Ordinance. Under Bedford's permissive Zoning Ordinance, uses not included in the Ordinance must be considered not permitted. Since the site plan will represent an expansion of the commercial non-conforming use in the R&A District, the applicant will need to obtain a variance before applying for site plan approval. As part of its variance approval, the applicant is seeking approval to rent the facility out for private events. The applicant has submitted a variance application for consideration at the Zoning Board's June 19, 2018 meeting. An application for site plan approval has been submitted for the Board's July 16, 2018 meeting, pending the ZBA action.*

*Camp Road is a Class VI Town road with a gravel/dirt surface. Although Camp Road is a public road, the Town is not required to maintain it under state law and Bedford does not maintain the road. The private property owners along Camp Road are responsible for routine road maintenance and plowing. Under RSA 674:41, I(C), the issuance of a building permit along a Class VI road requires approval by the Town's governing body, the Bedford Town Council. As a condition of site plan approval, the applicant will need to seek Council approval for the improvements and release the Town from maintenance or liability of the road.*

#### *Camp Road*

*Camp Road is a dead-end road serving several major seasonal recreation and institutional users, including the Global Premier Soccer field facilities, the Swift Water Girl Scout Council summer camp, Camp Foster, and Camp Allen, a summer camp for children with disabilities. Camp Road is approximately 3,500 feet from its intersection with Back River Road to Camp Allen at its end. The road is a narrow, dirt thoroughfare and the Town has expressed concern to the applicant regarding heavy use of the road during the summer months, emergency response, the narrow width of the road, emergency response during periods of inadequate maintenance, dust control of the road, and the safety of the Camp Road and Back River Road intersection due to the 'V' nature of the junction, which can limit sight distances.*

*The applicant has been working with other property owners along Camp Road to formalize a maintenance agreement to share responsibilities for the care of Camp Road. The applicant has included a draft version of the agreement with its application for feedback from the Board. The agreement requires grading of the road on or around May 1, July 1 and September 1 of every year an annual road application of calcium chloride.*

*Staff recognizes most of the uses along Camp Road are operated by non-profit organizations, but the Fire Department has expressed concern regarding the state of the road and adequate emergency response. Under ideal conditions, the Town would like to see the road widened and paved with the Back River Road intersection improved so the junction is aligned closer to a 90-degree angle and vegetation impacting sight distances is improved.*

#### Traffic, Parking, and Drainage

*According to the applicant, most traffic to the site during summer camp hours will be via buses ferrying children from the Manchester clubhouse. Part of the applicant's variance request is to rent the facility out for private events. In its narrative, the applicant notes such events may include "corporate events, intramural sports, weddings, and other functions." Staff would like more information from the applicant regarding the frequency and size of private events, so staff can confirm that the site will be able to handle the parking and traffic associated with such uses and that they will not overwhelm Camp Road or impact emergency response. Staff anticipates this application will require several waivers related to access and parking facilities, including for reduced parking and the use of unpaved driveway and parking facilities.*

*One significant benefit of this application will include the installation of stormwater treatments facilities for the facility. The application will trigger an Alteration of Terrain permit from the NH Department of Environmental Services.*

#### Architecture

*The applicant has included several conceptual architectural elevations for the proposed improvements showcasing a completely overhauled and modernized facility. The applicant has also been working with the Building and Fire Departments to ensure the new facilities meet current life safety and fire codes.*

#### **IV. Staff Recommendation:**

***Planning staff recommends that the Planning Board provide the applicant as much feedback as possible related to the conceptual site plans and architectural elevations, particularly relating to maintenance of Camp Road and uses of the facilities.***

Brian Pratt of CLD Fuss & O'Neil and Ken Neil Chief Operating Officer of the Manchester Boys and Girls Club were present to address this conceptual review.

Mr. Pratt stated I am going to have Mr. Neil go through a little bit of the history of the camp and the need for the renovations to the camp that we are doing, and then he will turn it over to me and I will describe the project in detail.

Mr. Neil distributed history books on Camp Foster to the Board for their information. Mr. Neil stated on Page 54 of the books is an extensive history of the camp now known as Camp Foster, which I think that camp along with the other camps along Camp Road in Bedford are kind of a jewel for the community of Bedford and this area because we have been providing summer day camp experiences for kids for a very long time. Camp Foster started operation in 1925 and their first buildout was between 1925 and 1929. The camp was then rebuilt in 1941, where the current structures for the most part were built. So the structures on the campground's 22-acre site are about 77 years old. The Boys and Girls Club ran it cooperatively as an overnight camp for many years and in 1963 re-deeded the property from the Bedford club that ran the operation and owned the land, they deeded it to the Boys and Girls Club and since 1963 we have run the facility as a day camp. When I started, I will be out there for my 40<sup>th</sup> summer this summer, it was summer day camp director for a number of years out there, but started in 1978 teaching swimming on Sandy Pond, which the camp is located on. In 1978 we started with 150 kids a week; we are now serving 410 campers each day, with about 55 counselors, we transport the kids from our clubhouse on Union Street, where we start supervision at 6:30 a.m., we bring them out there with arrival at about 8:45 a.m., and we leave the site by 3:45 p.m. Monday through Friday. We have traditionally for years rented the facility on weekends for various outings, family outings, family reunions, some corporate picnic events and we hope to continue to do that as a supplement source of income for the club. We do transport the kids out there on six full-size school buses and two smaller 30-passenger buses, so from our program there is very little traffic other than that, no competition to the GPS program because their clients are evenings and weekends. Our camp is open to kids from any community. Last year we had 39 Bedford residents as campers and would expect about the same this year. As a matter of fact, for over 15 years we have had a relationship with the Bedford School District where they have mainstreamed 18 to 25 high-functioning Autistic youngsters at our camp for a period of four weeks in the month of July. We have worked with the Town of Bedford, certainly the Bedford School District in that capacity. Originally, as you will see in the history, our camp has been for underprivileged kids and certainly that focus we have not lost. We are the most affordable summer day camp program in this area by intention and on top of that this summer alone we will provide about \$90,000 in financial assistance to members of our club to attend the camp, so we really do target at-risk kids to be out there and get a valuable summer camp experience because a majority of the kids that are attending this camp will not get a summer camp experience like they will at the summer day camp. If you have ever been out to the site, we are five minutes from the Target/Lowe's, from the old Macy's site, you wouldn't even know you were that close to the city. It truly is an

outdoor experience for the kids. That is the camp, and I can answer any questions about the camp and how it operates. Again, the structures out there are 77 years old. We have two issues with the first being erosion onsite, which is going to be remediated by this renovation and the buildings are really in a sad state of repair, to the point where it is a safety issue for the kids that are out there. Chairman Levenstein asked assuming you get all of your approvals, when are you looking to make the changes? Mr. Pratt replied starting in September. Mr. Neil stated and we hope to be completed by the following May so that we don't lose the camp season.

Mr. Pratt posted an aerial photo from the Town's GIS map. Mr. Pratt stated this kind of shows the existing multi-purpose field used for baseball and whatever other sports they want to play. The existing Spear Hall is the one by the pool, then there is the pool, and there are a bunch of other cabins and some that are obscured by the trees. Now shown is Camp Road, then as you come in the existing gravel driveway, then the existing small cabins, the existing Spear Hall with the pool, there are other miscellaneous cabins, a platform, and then the fields are all out in this area and the septic are under there. There is an existing kind of boathouse down by the pond also. The posted rendering was done by Lavallee Brensinger and this kind of shows the overall buildout Master Plan and this mimics what our site plans show. Starting with the access we are basically reconfiguring the accessdrive to make it wider, it is still going to remain gravel to give it that camp feel but we are going to add a designated spot for the buses, there will be some parking area for I think about 22 spaces in the area shown, and then this will be the main entryway made of either stamped concrete or pavers, so it will kind of be the gateway to the camp. The main hall will be relocated down to the center of the camp, and this will be an open air structure and the following renderings show it very well. As you get down further into the camp, there will be a central gathering spot. There are larger open air pavilions and we have a bunch of smaller pavilions as well, that are all open air structures and some outdoor classrooms. There is an outdoor amphitheater with a stage platform with a covered roof where they do some gatherings here where they assemble all of the kids and give them instructions and then they can do outdoor activities, plays, that sort of stuff. The fields will be reconfigured. They are in rough shape so they will replace the grass and irrigate them so they will be better. They are going to provide sports lighting as well so they can do softball leagues afterhours after the campers leave. There is an outdoor playground, beach volleyball court and a basketball court. The site plan is now posted and this kind of gives more detail as to what each of these features are and what is going on there. There are a bunch of internal pathways that will be gravel except that main pathway is going to be stamped concrete or pavers. We are really going to try to get the kids to stay on the paths. One of the problems that Mr. Neil mentioned is the erosion and it is because the kids kind of run everywhere and it really takes its toll on the grass. What happens is the stormwater all kind of comes down from the road area; it kind of flushes through the site and then it makes it down into Sandy Pond. So as part of the planning we are going to take care of all of that. We are going to collect all of the stormwater from the gravel areas and we are going to have an underground infiltration system and that will prevent the water from just flushing through the site. We will be collecting some other roof runoff and we have another small infiltration system as you can see on the plan. We have done some test pits and the soils are really well drained, really sandy. We talked to DPW and we understand that there are some water quality concerns with Sandy Pond, so by infiltrating everything and preventing the erosion from getting into the pond, it is really going to help the water quality there. We have some detailed blowups and we will be back at a later date to talk about that in more detail. We wanted

to just kind of go through some of this with you now.

Mr. Pratt continued posted now is the lighting plan. We will be providing sports lighting at the field and these are the full height, so we will be requesting a waiver when we are back here for the final submittal. We will be providing some lighting along that main entryway and then some lighting at the courts as well. I have some construction details, which I won't get into for the concept level. Chairman Levenstein asked are you going to be able to keep the lighting from being a problem on the Sandy Pond side? Mr. Pratt replied I don't think it is going to be a problem. It is only going to be used sporadically and we are not taking down any of the trees on the banking, so I think it will still be screened across the pond.

Chairman Levenstein asked what is your timing on this? I know you want to start in September, but you have to go to the Zoning Board of Adjustment. Mr. Pratt replied yes. We are going to be at the Zoning Board of Adjustment on June 19<sup>th</sup> and then on July 16<sup>th</sup> we will be back here. Chairman Levenstein asked is it already submitted? Mr. Pratt replied it is, and then we are going to submit to the Town Council as well. It is on a Class VI road, so I know one of the major concerns is the condition of that road.

Chairman Levenstein stated Ms. Hebert and I want to take a field trip to the location after the Zoning Board of Adjustment meeting but before the July 16<sup>th</sup> meeting. Mr. Pratt asked is it going to be a formal site walk or are you going to go on your own time? Chairman Levenstein replied it will be a formal site walk. I have never been out there. Mr. Pratt stated we will be submitting to the Town Council as well because it is on a Class VI road so we need Town Council approval. We are shooting for the August 15<sup>th</sup> Town Council meeting because we need to have all of the issues worked out before the Town Council will vote, is my understanding. Ms. Hebert stated the week of July 9<sup>th</sup> would probably be good for a site walk. Mr. Neil stated we start with 410 kids on Monday, so we would be happy to have you out there when the kids are there or we will host you at night if you want a quieter visit. Chairman Levenstein stated it would probably be better to do it at the end of the day as far as schedules go.

Vice Chairman Newberry stated you mentioned that you would occasionally be renting the facility. What size parties would you anticipate renting to and how are you going to handle parking? Mr. Neil replied where the buses are now proposed to be parked we would use that for parking as well and we are confident that all parking will be handled onsite so there will be no parking out on Camp Road or any of the other areas. Our plan is that no event would exceed the number of parking spaces onsite. Mr. Pratt stated we have it laid out that there are 20 spaces that are kind of in this area that I am highlighting and then in that bus area there is room for head-in parking along the curblin and then there is plenty of room for another row of head-in parking, so we can fit about 62 cars there conservatively. Almost any event that would be planned there would be able to park them right in these areas.

Mr. Fairman stated with 450+/- campers you must have a fairly large staff. Mr. Neil responded we have staff at any one time out there at about 60. They all ride out on the buses, they don't take their vehicles out there, with the exception of maybe one or two that might have a dental or doctor appointment during the time so they will take their car out there. There are very limited cars out there for our program. There are some drop-offs by Bedford parents or parents that

might be conducive for them to drop off on their way to work, however, because we don't get out there until around 8:45 a.m. each day, that is not typically conducive to a working family, so they would bring their child to the Boys and Girls Club. As I said earlier, we start supervising as early as 6:30 a.m. and then we transport them out. There is very little traffic; our six buses make it in and out without a problem and I know that Camp Kettleford utilizes bus drop-off as well, so there has been many a time when we have had to have two buses passing each other on the road. As I said, I have been out there for 40 years and we have never had one accident involving a bus and a car out there.

Mr. Fairman stated I have a question about the septic system. I didn't see any on the drawings that I saw. Mr. Pratt stated the existing septic system is under the fields. You can see that indicated on the posted drawing. There will be a bathroom in the main hall and there will be a bathroom in the pool house. The number of campers isn't changing and even if it is, the numbers have actually changed for this number of units so the expected flow is less than what it was designed for.

Mr. Pratt stated I know the condition of the road was one of the major concerns, which is about 2,000 feet along Camp Road. You can see posted on the screen the entrance on Back River Road and then our camp entrance is as shown. It is a gravel road and there are four major users on it. There is Camp Allen, Camp Foster, the GPS soccer people, and then the Girl Scouts camp. They have all done a great job working together and they actually came up with a Memorandum of Understanding for the maintenance on it. Mr. Neil stated we have an MOU that has been submitted and signed by all four parties to grade the road three times a year and to put down calcium chloride once a year for dust purposes. We have had it graded recently; Mike Constance with Camp Allen is administering the work being done, and we have had the calcium chloride put down so there is a significant reduction in dust on that road. Mr. Fairman stated I was out there last week and I thought the road was the best I had seen it. Mr. Pratt stated Mike from Camp Allen has been using that same contractor to do it himself but they finally came to an agreement and agreed on the split on the shared cost. I took these photos about a month ago and this was right after it was regraded, and like you said, it looks great. I think they said you had an ambulance there yesterday. Mr. Neil stated my understanding was that there was an ambulance out there today. Vice Chairman Newberry asked when they regrade, does that include added material if needed? Mr. Pratt replied yes; I believe he dumps a couple of loads where needed to fill in the pot holes and then grades and shapes and compacts it. That will be done the beginning of the summer, in the middle and then at the end. Mr. Neil stated May 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>.

Mr. Pratt stated as part of the Town Council approval, we have drafted a liability release waiver as well to release the Town of any liability of anything having to do with the Town not maintaining the road. I believe we provided a draft but we will submit the formal draft with the Town Council submittal so that everyone can review that.

Mr. Pratt stated in the staff report they asked if it was possible to pave. If we were going to pave the road, it is a lot more work than just throwing down pavement over the existing base. You can see that the sides are cut in a bit, so if you were going to pave it, you would probably have to bring everything up, replace some of the gravels, you would have to make proper ditches, do

something with the drainage and with over 2,000 feet of road, that is probably over a half million dollars, maybe closer to a million dollars with the work, so just to try to put that on the camp is not something that is financially possible for them to do. I think with the grading of the road three times a year and the calcium chloride, it is going to be much better than it has been, especially now that they have a maintenance agreement and they are all agreeing to share the costs. Ms. Hebert stated staff met with the Police Chief, the Fire Chief, Mr. Foote the DPW Director, to talk about the road, and it was all of their preferences that the road be paved, so we threw it out there realizing that it is a significant cost, but we were really hoping that the groups could come together and form some type of collective agreement for maintaining the road because when we approved the soccer fields there were some maintenance requirements that GPS needed to be doing on an annual basis and with the improvements to Camp Foster and the added special events, we felt like it was time to take another look at the road. We have the draft agreement and I have sent it to the Fire Chief and Police Chief and we are looking for comments from them and should have feedback in time for the July public hearing. Mr. Neil stated I will also state that in the past year we were approached by Sgt. Scott Mahanes of the 424<sup>th</sup> Army Corps of Engineers looking for projects at our facility for their vertical company, which is basically carpenters that build up vertical. They are in the process of trying to add a horizontal platoon to their company and they expect to find out in October of 2018. They currently have a horizontal platoon in the 338<sup>th</sup> Army Corp of Engineers and he has provided me with contact information for them, so we are attempting and if that is the case, there would be a significant savings in costs to all four abutters to get the Army Corp of Engineers to come in and they would do the work and we would provide the materials. That is another avenue that we are exploring for improving that road.

Mr. Pincince asked is there going to be a ranger onsite that lives there during the camping season? The reason I ask that is your hours of operation are until 3:45 p.m. when you leave; I am intimately familiar with that road and I would say that the soccer people have very creative ways of using parking. I have seen cars where I didn't think you could put cars. How are you going to keep those people off from your parking spaces when you are entertaining the likelihood of intermural sports after hours and special events on weekends? Mr. Neil replied the camp is gated when there are no events there. Mr. Pincince stated parking is directly accessible from Camp Road. Mr. Neil stated there is a gate at both entrances. Mr. Pincince asked that is not the road? Mr. Pratt replied no. One thing I forgot to mention that as part of this they are going to relocate one of the cabins onsite. They are going to try to find the one that is in the best shape and capable of being moved and they are planning on moving that up by the gate so that will kind of act as a gatehouse during the day and for events somebody could be stationed there to direct people. It is also going to be a museum where they are going to put some of the artifacts and photos, copies of that history book so you can still see the history of the camp and how it has gotten to where it is. Mr. Neil stated we don't have a person that lives there onsite, but for all current rentals that we do for the weekends part of the rental fee includes paying a staff member of the Boys and Girls Club to be onsite for the full eight hours or however long the event lasts. That person would be responsible for making sure that the only people on our property are there for that event. Mr. Pincince asked what about the intramural sports at night? Mr. Neil replied we would plan on having a staff member onsite as well. This is initial conversations we have had with my social sports, they have an interest in surprisingly beach volleyball is their biggest demand, so we are going to have a beach volleyball court but also softball. Town Manager

Sawyer asked would those leagues use your restrooms inside your building? Mr. Neil replied in the main building there are a series of garage doors that are on tracks so it will be closed up but the bathrooms are accessible from the exterior, so we would be able to allow access to that. Town Manager Sawyer asked who would control the lighting of the field? Would the leagues that are using it have a way to turn the lights on or off or is that your staff? Mr. Neil replied I am assuming it would be our staff. Town Manager Sawyer stated I think that would be a critical detail to work out with staff probably even before the Zoning Board meeting. Mr. Neil responded I will say that this was built as an overnight camp and then was made into a day camp, our main hall, which is adjacent to our pool, like I said when I started in 1978 I taught swimming in that pond, it was a barrier to kids attending the camp because it is a very eutrophic pond now, it is on the marsh-end of its life and kids who couldn't see their feet when they were in the water didn't want to swim in it. We put the pool in about 20 – 25 years ago and our demand really took off from that point. But the main hall was petitioned and we have changing rooms, which are quite rudimentary, they are just petitions with curtains and some gang changing areas in the middle of them, and to meet State requirements we have two portable toilets adjacent to the pool deck. This bathhouse that you see is going to be a huge addition to the program. It is going to have real bathrooms, it is going to have real changing room areas and the overall feel of the camp is going to be a day camp, it is not meant to be an overnight camp, so they will be all open-air structures, except for the pool house.

Councilor Bandazian stated since this is conceptual I think this is a great project; I am very excited to see what it might turn out to be looking like. As far as Camp Road is concerned, maybe amongst the four major users you could agree to do a capital improvement plan over a period of time and equitably amongst yourselves put some money aside. The first thing I would like to see taken care of is the alignment at Back River Road and that might not be too onerous an expense. I do understand that paving the road could be a substantial expense. I am impressed with how it looks graded right now, but it is seeing more and more intense use, we are seeing more and more people come forward with improvements, and I think in the long run if you save a little bit of money every year amongst yourselves, you could accomplish quite a bit. Mr. Neil stated I would say one of the obstacles to that, and I know we had this discussion, is the census of use by each party in determining an appropriate cost share based upon the amount of use by each party in that area. I am not exactly sure if that is self-regulated responsibility on the four abutters or if that can be regulated in another way. Councilor Bandazian stated I would like to see it self-regulated frankly, but I think the alignment in particular with more and more traffic is going to be troublesome.

Mr. Fairman asked are there going to be dining facilities or does everybody bring lunch? Mr. Neil replied everybody brings their lunch. There will be a small caterer's kitchen as part of that main hall for any events but that will be a place to store grills and those kinds of things. Yes, during the camp season the kids bring their lunch.

Mr. McMahan asked you may have already covered this but are there any opportunities that you see in the future as economically feasible or to your advantage for using solar? It looks like you have a lot of platforms to put it on. Mr. Neil responded yes; Keith Moreau is our facilities director. Solar is the next step; we needed to get final engineering plans for the main building. Keith Moreau stated we have been in contact with Revision and we are waiting for the site plan

so we can work out the best details for what type of solar we are going to put there. We are looking for net-zero to offset the cost of all of the electric we are going to use. Since we are only open for the summer I think having solar panels out there may be able to do that for us, but we are just a month or two away from having any real idea of what that project is going to look like right now.

Chairman Levenstein asked Mr. Pratt, do you have any questions for us? Mr. Pratt replied I don't think so. Like I said, we have submitted to the Zoning Board for a use variance because there is no day camp use, and also the events use isn't really in there, so we are requesting a variance from the Zoning Board to continue using it and expand those existing non-conforming uses. We made the formal submittal so we are expecting some more technical comments from the different staff agencies and we will work with them to get everything resubmitted, and I think June 27<sup>th</sup> is the resubmittal date for the final formal hearing. The only question is are there any concerns or issues with the actual site layout, other than I know the road was discussed in detail and we are working on that. Town Manager Sawyer stated I will just second what was brought up before about the field lighting from the pond side and across the pond. I think that is going to be critical for us to understand that is working. Mr. Pratt stated we have a lighting plan. Town Manager Sawyer stated you don't have to do that now. Ms. Hebert stated the timing for the illumination and who is going to turn the lights on and off is really important. It is something that we talk frequently with GPS about making sure the lights get turned off at a certain time and who is in charge of that, especially when you are leasing the facility.

Chairman Levenstein stated work with Ms. Hebert on getting a date that you can do a site walk. Ms. Hebert stated we can coordinate after the meeting and I will send an email out to the group. Mr. Pratt asked you think it is going to happen after some work day? Ms. Hebert replied probably and early evening after work. Chairman Levenstein stated 4:30 p.m. – 5:00 p.m. When do the buses and everyone clear out of there? Mr. Neil replied 3:45 p.m. Chairman Levenstein stated 4:30 p.m. would probably work.

Mr. Pincince asked the facility as we see it today is for 410 campers? Mr. Neil replied yes. Mr. Pincince asked not for future growth? Mr. Pratt replied it will be designed for 470, to account for some growth. Mr. Pincince asked so you are going to have some growth down the road? Mr. Neil replied our goal is to add one more group of 60 kids, which would be another bus pulling in. Mr. Pincince stated so that will be seven buses. Mr. Neil responded yes, but they don't all stay onsite. The Boys and Girls Club owns three full-sized buses and two 30-passenger buses. We lease three additional buses and drivers from the Auburn terminal of Goffstown Truck Center, so they transport the kids and then they go back and come back at the end of the day. We would be leasing a fourth bus at that point.

Mr. Neil stated I will say in terms of the lighting, when we have had outings out there in the past, our understanding was that 10:00 p.m. was the noise ordinance, so any DJ or anything like that would be shut down at 10:00 p.m. Whatever appropriate ordinance would be for lighting, we would make sure we would follow that as well. We would either have the lights on a timer or we would have staff out there shutting them down.

## 5. Master Plan Update

Ms. Hebert stated this is an update on the Master Plan. In February the Planning Department issued an RFP for consultant services for the Master Plan update. We received six proposals and the Planning Board appointed a selection committee to review the proposals with staff. Planning Board members Karen McGinley, Jon Levenstein, Hal Newberry, Kelleigh Murphy, and Chris Bandazian served on the selection committee. In my opinion the committee did a very thorough job. They met on several occasions and reviewed all six proposals carefully. This selection process was based on the qualifications and quality of the proposals and the price proposals from each consultant were submitted in separate sealed envelopes and were not part of the selection process. The prices for the Master Plan update from the consultants ranged from \$117,500 to \$167,320. The team ranked the proposals keeping that cost aside and unknown during this ranking process and selected three teams to interview. After the interviews the selection committee had a consensus and they felt that Town Planning and Urban Design Collaborative's proposal best met the Town's needs. This decision was made based on their approach to the project and their responsiveness to the Town's RFP, and I would encourage folks who served on that selection committee to offer comments after we finish our update.

Ms. Hebert continued I included the proposal and the budget in an email to you for your review. Town Planning and Urban Design Collaborative is a company based out of Tennessee. Although they are not local they have roots to New England and New Hampshire, and they prepared the Master Plan for the Town of Londonderry. They have extensive experience preparing Master Plans for communities and they specialize in their approach and their public outreach, they have a multi-disciplinary approach, and their team for the Bedford Master Plan includes City Explained, which is a firm specializing in data analysis, infrastructure and planning, Arnett Muldrow & Associates, who specializing in economic development, DuBois and King, a local engineering firm with expertise in transportation and the environment, and Depictions, a graphic design firm specializing in developing illustrative renderings of future plans and development, and we felt that they were the strongest team and the best fit for the Town.

Ms. Hebert stated the Town's Master Plan update was budgeted through the CIP program and the Town has saved \$175,000 for the completion of the project. The contract from Town Planning and Urban Design Collaborative would be awarded for \$167,320. This leaves about \$7,680 for the Town to utilize in their approach to the project. We would need to potentially rent venues for public meetings, provide food at public meetings, print copies of the final report, print copies of any marketing materials during the process, and Town Planning and Urban Design Collaborative has asked if they can bill the Town for any remaining funds as a reimbursement for their travel costs and expenses. That means that the entire budget will be spent if this is recommended to move forward to the Town Council. The Town has the ability to use that extra money in the project and then any remaining funds TPUDC would invoice the Town for as a reimbursement for their travel costs. The staff recommendation is that the Planning Board move to recommend that the Town Council award the contract for the 2020 Master Plan Update to TPUDC in the amount of \$167,320, plus the ability to invoice us for any travel expenses at the close out of the project. We would be looking for a motion from the Board to share with the Town Council at their meeting this Wednesday night.

Mr. Pincince stated your write-up mentioned a backup. There wasn't anything in my packet on that. Ms. Hebert replied I sent an email out. The proposal was color and about 50 pages, so in an effort to save some printing costs for the Town, we didn't print the full proposal. I did attach it in an email to all of you with a cost proposal outlining their expenses. Mr. Pincince asked so you did send a bid tabulation to us? Ms. Hebert replied yes I did; I sent it in an email to you last Thursday.

Councilor Bandazian stated I would like to point out that even though \$117,500 was the low bid of the interviewees, the three selected for interview, it wasn't much difference. Ms. Hebert responded correct; each of the cost proposals for the three teams that were interviewed were within a few hundred dollars of each other. Mr. Sullivan stated this isn't an area of my expertise, but this works out to about \$145 - \$150 cost we would average per hour as they projected. Is that in line with industry and these types of projects? Ms. Hebert replied this is in line with the industry with these particular projects, especially with a team approach, the multi-disciplinary approach. Chairman Levenstein asked do they have a website that shows something like the Londonderry Master Plan? Mr. Sullivan stated the packet that was sent out was quite explanatory and nice to look at, but I just didn't know if this was in line. Chairman Levenstein stated if you look at some of the stuff they have done, it is very different than what we have done in the past but it seems much more user friendly and something people, I think, are going to read. I found it every informative. Ms. Hebert stated I think Londonderry's budget was maybe \$125,000. They have had West Fargo, ND that had a budget of \$250,000. Derry just put an RFP out for their Master Plan and they are spending around \$100,000. The cost can vary and you get what you pay for. We are going to get a very robust public outreach process and we have a strong multi-disciplinary team with TPUDC with expertise in economic development, transportation, environmental issues, and a different approach in terms of how they put the plan together. It is a very illustrative plan, so their attention to details and their graphic design really made them stand out, in my opinion.

Mr. Fairman stated I have a question about your numbers a little bit. In the next to the last paragraph of what you sent to us, you say there is \$7,680 available, the difference between \$175,000 and \$167,320, for the Town to use for meetings and so on. But in your staff recommendation it seems like that same money is available for the consultant to use for travel to bring it up to \$175,000. I am a little confused. The amount that the budget has is \$175,000 total and it looks to me like you are double dipping that same \$7,680 for two purposes. Ms. Hebert responded no; the motion is for them to be able to bill the Town at the close out of the project for any remaining funds not to exceed \$175,000. Mr. Fairman stated but if they go to \$175,000, does the Town still have the \$7,680? Ms. Hebert replied if we need to use that money in the process. Chairman Levenstein stated they can't go to the \$175,000; they can only go to whatever the difference is between that \$7,680 and what they have spent. Town Manager Sawyer stated if we spend all of that \$7,680, they get zero additional. It is only if we have leftover funds. Ms. Hebert stated if we have money at the end of the process that is unspent from that \$7,680.

Mr. McMahan stated my compliments to the committee for using a philosophy of best value rather than lowest cost. Chairman Levenstein stated it wasn't a hard decision. There were clearly maybe four that were worth looking at and they were all pretty much the same cost. The ones that were cheaper you knew you were going to get something of less quality. Town

Manager Sawyer stated I want to say we spent \$160,000 or so 10 years ago all together. We started saving \$17,500 a year for 10 years to have this money. Chairman Levenstein stated we were able to get some money from outside sources. Town Manager Sawyer responded right, including those grants that we received, which was around \$30,000 worth of grants that we received 10 years ago to do additional work. I believe we only had \$125,000 to hire the consultant and then we did about \$30,000 to \$35,000 in additional grant work that we were able to achieve at the time because of the I-93 widening. That is where all of the money came from that was available at the time, which is a source that no longer exists. Ms. Hebert stated I should say that the industry doesn't have a standard with how travel expenses are handled in these contract proposals, and it is common to not include your travel expenses but to expect to be paid for them in addition to whatever your price proposal is for a project. We advertised a certain budget and when the first draft of the contract came back, the project was \$15,000 over budget. TPUDC kind of acknowledged that we had set a certain budget and that is where this agreement to be able to invoice the Town for additional funds came from. In my opinion, it seems like a reasonable approach because we were not going to ask the Town for additional funds to complete the project, and it is great that we were able to come to terms with a cost that works for the Town.

**MOTION by Vice Chairman Newberry that the Planning Board recommend the Town Council award the contract for the 2020 Master Plan to Town Planning and Urban Design Collaborative (TPUDC) in the amount of \$167,320, plus the ability to bill the Town for travel expenses from the difference between the budget amount of \$175,000 and awarded contract of \$167,320, that difference being \$7,680, only if there are any remaining funds after the project is complete. Mr. McMahan duly seconded the motion. Vote taken - all in favor. Motion carried.**

## 6. Development Update

Mr. Connors reviewed several slides of development sites throughout Town. They included the Harbor Group office building off from South River Road, Harvey Construction office building addition at 10 Harvey Road, Noah's Event Venue on South River Road, the Land Rover dealership at the corner of Autumn Lane and South River Road, beginning of a restaurant building at Market & Main, Trader Joe's portion of the Market & Main site, and a project the Planning Board approved back in 2016 of an office/warehouse use off from Wathen Road across from the Bagel Café.

## V. Approval of Minutes of Previous Meetings:

**MOTION by Town Manager Sawyer to approve the minutes of the May 21, 2018 Planning Board meeting as written. Mr. Sullivan duly seconded the motion. Vote taken; motion carried, with Mr. McMahan and Mr. Foote abstained.**

## III. Communications to the Board: None

VII. Reports of Committees: None

VIII. Adjournment:

**MOTION Mr. McMahon by to adjourn at 9:00 p.m. Town Manager Sawyer duly seconded the motion. Vote taken – all in favor. Motion carried.**

Respectfully submitted by  
Valerie J. Emmons