

CONWAY PLANNING BOARD

MINUTES/WORKSHOP

SEPTEMBER 6, 2001

A meeting of the Conway Planning Board was held on Thursday, September 6, 2001, beginning at 7:03 p.m. at the Conway Town Office in Center Conway, NH. Those present were: Chair, Sheila Duane; Selectmen's Representative, Dick O'Brien; Secretary, Conrad Briggs; Robert Drinkhall; Brian Glynn; Planning Director, Thomas Irving; and Recording Secretary, Holly Meserve.

ALTERNATE MEMBER

After a brief discussion, **Mr. O'Brien made a motion, seconded by Mr. Drinkhall, to appoint Martha Tobin as an alternate member to the Planning Board. Motion unanimously carried.**

FULL TIME MEMBER

With the resignation of Arthur Bergmann, the Board discussed advertising for a full time member. **Mr. Briggs, made a motion, seconded by Mr. O'Brien, to advertise for a full time position on the Planning Board. Motion unanimously carried.**

REVIEW AND ACCEPTANCE OF MINUTES

Mr. Briggs made a motion, seconded by Mr. Drinkhall, to approve the Minutes of August 23, 2001 as written. Motion carried with Mr. O'Brien abstaining from voting.

MASTER PLAN CONSULTANT

The Board reviewed the Master Plan Consultant contract. Mr. Irving was hoping for an October 1, 2001 start date.

CHAPTER 88 & 89

Mr. Irving reviewed the changes. After a brief discussion, **Mr. Briggs made a motion, seconded by Mr. Glynn, to accept and send the changes to Chapter 88 & 89 to a public hearing. Motion unanimously carried.**

Mr. Briggs made a motion, seconded by Mr. O'Brien, to amend the motion that the Planning Board is considering an amendment for the warrant and forward them to the Board of Selectmen for their review. Motion unanimously carried.

Adopted: September 27, 2001 – As Written
CONWAY PLANNING BOARD – SEPTEMBER 6, 2001

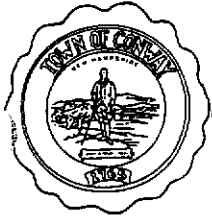
ARTICLE 123-29.D.

The Board discussed tree requirements. The Board discussed other possible changes and agreed that they should review the whole landscaping ordinance. **Mr. Briggs made a motion, seconded by Mr. Glynn, to hold a public hearing on Article 123-29.D. as amended on October 11, 2001. Motion unanimously carried.**

Meeting adjourned at 8:45 p.m.

Respectfully Submitted,

Holly L. Meserve
Recording Secretary



TOWN OF CONWAY

P.O. Box 70 • CENTER CONWAY, NEW HAMPSHIRE 03813-0070

(603) 447-3855

FAX (603) 447-5012

MEMO

TO: Sheila Duane, Planning Board Chair

FROM: Tom Irving, Planning Director

CC: Planning Board, File

DATE: 08/30/01

RE: Master Plan Consultant (RKG)

Message:

Please find the attached contract and scope of work that we have negotiated with RKG.

**TOWN OF CONWAY
PROFESSIONAL SERVICES CONTRACT
MASTER PLAN**

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the **TOWN OF CONWAY, NEW HAMPSHIRE**, hereinafter referred to as "Town", and **RKG ASSOCIATES, INC.**, hereinafter referred to as "RKG".

WHEREAS, pursuant to R.S.A. 674, the Town desires to complete a master plan for the Town of Conway, hereinafter referred to as "Master Plan"; and

WHEREAS, RKG is a professional planning firm having the resources required to complete said master Plan;

NOW, THEREFORE, the Parties enter into this agreement on the following terms:

1. Scope of Services

RKG will provide the professional and technical services as described in Exhibit A, attached hereto and incorporated herein by this reference.

2. Independent Contractor

RKG shall be an independent contractor and shall not be an employee of Town. RKG, as an independent contractor, is not entitled to receive from Town any workers' compensation benefits, unemployment insurance benefits, health insurance benefits, or other employment related benefits, and RKG is obligated to pay all applicable taxes accruing as a result of the compensation paid to it pursuant to this agreement. Town reserves the right to monitor and evaluate the progress and performance of RKG to ensure that the terms of this agreement are being satisfactorily met in the opinion of Town. RKG shall cooperate with Town relating to such monitoring and evaluation.

3. Compensation

Town agrees to pay RKG for services rendered pursuant to this agreement total compensation of \$70,000. Town agrees to pay RKG on a percentage-completed basis. RKG will provide a monthly progress report that describes the work completed during the previous month. Said report will include a calculation of the work completed as a percentage of the total contract amount. Payment shall be made within thirty (30) days after receipt by Town of a billing invoice from RKG.

4. Contract Management and Additional Services

For the purpose of the tasks identified under this contract, the Town Manager shall manage this contract on behalf of Town of Conway. The terms of this Contract may not be amended, and no new or additional work may be authorized without the written agreement of Town of

Conway and Contractor. The terms and conditions for new or additional work will specifically stated in a contract amendment.

5. Commencement and Completion of Services

RKG understands and agrees that time is an essential requirement of this agreement. The services shall be completed as soon as good practice and due diligence will permit and according to the project schedule presented in Exhibit A. In any event, the services shall commence on October 1, 2001 and shall be completed within 24 months, exclusive of time lost for delays beyond the control of RKG.

6. Arbitration

In the event a dispute arises regarding the interpretation or enforcement of this agreement, it shall be mutually submitted to binding arbitration. The arbitrators shall be selected by the parties affected within fourteen (14) days after notice to arbitrate is received, in the following manner: one arbitrator selected by each party, and a third arbitrator chosen by the arbitrators selected by each party; provided that, in the event that the arbitrators are not able to agree on the third arbitrator, then a Carroll County Court Judge shall select the third arbitrator. Arbitration shall commence not more than fourteen (14) days after the arbitrators are selected. The arbitration shall continue until such time as the arbitrators can make their decision, which shall be supported by written findings of fact and conclusions of law. The arbitrator shall assess costs of the arbitration. The arbitration award shall be final and binding upon all the parties and enforceable through the courts. In all other respects, the Uniform Arbitration Act of 1973 and applicable State laws shall control. The venue for any arbitration shall be at a mutually agreeable location in Carroll County, New Hampshire.

7. Town's Responsibilities

As outlined in Exhibit A, Town agrees to provide the cooperation of its personnel and Town officials in providing information, mapping requirements, scheduling meetings, and reviewing any documents submitted for review by RKG, and to provide such additional information with respect to the Project as may be reasonably required from time to time, to be provided by Town for the performance of RKG's work. Town's responsibilities shall be completed in a timely manner, subject to delays beyond Town's control.

8. Termination

This agreement may be terminated by either party, with or without cause, upon thirty (30) day's prior written notice to the other party. In the event of termination by Town, other than for reason of default by RKG, Town shall be liable to pay to RKG all compensation earned up to the date of termination. Notwithstanding the above, RKG shall not be relieved of liability to Town for damages sustained by Town by virtue of any default by RKG under this agreement.

9. Ownership and Use of Documents

All documents, drawings, specifications, guidelines, electronic media, computer and CAD electronic data, maps, plans, books, manuals, and reports, regardless of form (collectively "Documents"), prepared, developed or created by RKG or its subcontractors, pursuant to this

agreement, shall be the property of Town. RKG, and its subcontractors, hereby assign, without limitation, all right, title and interest in and to the Documents to Town, including all copyrights to the Documents. Town shall have the right to take such actions relating to the Documents as it deems appropriate, in its sole discretion, including, but not limited to the following: 1) reproduce the Documents, or any portion thereof; 2) prepare derivative works; 3) distribute copies to the public; and 4) present or display the Documents to the public. RKG shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. All plan documents and reference materials provided to RKG by Town shall be returned to Town within thirty (30) days of the completion of the Project.

10. Indemnification

RKG covenants and agrees to indemnify, defend, save and hold Town, its officials and employees, harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by any reason of any violation of this agreement or of any law, ordinance or regulation by RKG, its agents, employees, servants, subcontractors, business invitees; or by reason of any injury or damage however occurring to any person or persons whomever (including but not limited to RKG, its agents, employees, servants, subcontractors or business invitees) or to property of any kind whatsoever and to whomever belonging (including but not limited to RKG, its agents, employees, servants, subcontractors or business invitees); or from any cause or causes whatsoever arising out of the performance of services hereunder.

11. Insurance Requirements

- (a) Comprehensive General Liability. RKG shall procure and keep in force during the duration of this agreement a policy of Comprehensive General Liability insurance including automotive liability insuring RKG and naming Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000. The limits of said insurance shall not, however, be a limit to the liability of RKG hereunder.
- (b) Professional Liability Insurance. RKG shall procure and keep in force during the term of this agreement a policy of errors and omissions professional liability insurance insuring RKG against any professional liability with a limit of at least \$500,000 per claim and annual aggregate. The limits of said insurance shall not, however, be a limit to the liability of RKG hereunder.

All of the insurance policies references in paragraphs (a) and (b) above shall be written as a primary policies not contributing to and not in excess of coverage which Town may carry. RKG shall procure and keep in force during the term of this agreement Workers' Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.

Prior to commencement of work, RKG shall furnish to Town certificates of insurance policies evidencing the required coverages.

12. Notices

All notices, consents, approvals, and formal requests required by or made pursuant to this agreement shall be in writing and shall be deemed effective when hand delivered, when sent by certified mail, return receipt requested, when sent by facsimile, or when sent by electronic mail, and correctly addressed as follows:

If to Town:

Mr. Earl W. Sires
Town Manager
PO Box 70
Center Conway, NH
E-Mail esires@conwaynh.org

If to RKG:

Mr. Jimmy Hicks
277 Mast Rd.
Durham, NH 03824
E-Mail jeh@rkg1.com

13. Miscellaneous Provisions

This agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.

The waiver by either party of a breach or violation of any provision of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the agreement.

This contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, shall be deemed to exist or bind any of the parties hereto except when executed by both parties.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the day and year designated above.

RKG Associates, Inc.
277 Mast Rd.
Durham, NH 03824

Town of Conway
PO Box 70
Center Conway, NH 03813

BY _____

BY _____

Title _____

Town Manager

ATTEST:

ATTEST:

BY _____

BY _____

Title _____

Title _____

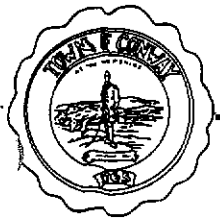
- Provide one hundred (100) paper copies and one (1) digital version of a summary document after the Vision Forum and the Charrette. It is anticipated that this document will contain eight (8) to twelve (12) pages.
- Ten (10) paper copies and one (1) digital version of the final draft master plan
- Forty (40) copies, one (1) original hard copy and one (1) digital version of the final master plan. The printing costs for the 40 paper copies of the master plan will be paid for by the Town of Conway, but the consultant will be responsible for overseeing the production of the document. The digital version of the final document will be in a Word file format for the text and an ArcView format for the maps.

Part 3 - Project Budget and Time Line

Outlined below is a proposed budget for the various project tasks outlined in the Scope of Services.

Proposed Project Budget Master Plan Preparation and Administration of Public Participation Process Town of Conway, New Hampshire					
Scope of Services Section Number	Activity	Work Tasks	RKG	D-H	Total
Section I	Inventory & Analysis	Tasks 1 & 2	\$23,000	\$16,000	\$39,000
Section II	Policy Development, Recommendations and Future Land Use Plan	Task 3	\$ 5,000	\$ 3,000	\$ 8,000
Section III	Implementation Strategy/Action Agenda	Task 4	\$ 7,000	\$ 3,000	\$10,000
Section IV	Public Participation Process	Task 5	\$ 7,500	\$ 4,000	\$11,500
Sub-Total			\$42,500	\$26,000	\$68,500
Expenses: Printing, Travel, Supplies, Data			\$ 1,500	--	\$ 1,500
			\$44,000	\$26,000	\$70,000

09/06/01
POSTED TO A
PUBLIC HEARING



TOWN OF CONWAY

P.O. Box 70 • CENTER CONWAY, NEW HAMPSHIRE 03813-0070

(603) 447-3855
FAX (603) 447-5012

MEMO

TO: Sheila Duane, Planning Board Chair
FROM: Tom Irving, Planning Director
CC: Planning Board, File
DATE: 08/29/01
RE: Amendments to §88 and §89 regarding building construction

Message:

Please consider the attached amendments to Chapters 88 and 89. The amendments resolves the conflicts between §88 and §123 regarding the applicability of site plan review. The amendments also incorporates the provisions of §89 into §88 and updates, simplifies and streamlines the building construction code. §89 could then be repealed. I will explain the changes further at the workshop.

I recommend that the Board add this to its amendments to be considered for the 2002 Warrant.

CHAPTER 88
BUILDING CONSTRUCTION

ARTICLE I

Building Heights

~~Building Heights shall conform to the provisions of Chapter 147-17.2 of the Conway Zoning Ordinance. [Adopted 3/75, Amended 3/94]~~

ARTICLE II

~~Permits; Changes of Use; Certificates~~

88-1. Legislative intent. This article is adopted pursuant to RSA 31:39 674:51 and RSA 674:52 for the purposes of better regulating and promoting the general health and welfare of the public and of the occupants and users of the buildings and other structures in the Town of Conway, New Hampshire, as well as better ordering the public's prudential affairs.

88-2. Adoption of building code.

1. The BOCA National Building Code (1996 edition) is hereby adopted as the building code for the Town of Conway for the control of buildings and structures that are within BOCA Use Groups A, B, E, F, H, I, M, R1, R2 and R3. Each and all of the regulations, provisions, penalties, conditions and terms of said BOCA National Building Code are hereby referred to, adopted and made part hereof as if fully set out in this ordinance, with the additions, insertion, deletions and changes, if any, prescribed in Section 88-2.3 of this ordinance.

2. Additions, insertions and changes. The following BOCA Code sections are hereby revised:

Section 101.1 Title These regulations shall be known as the Building Code of the Town of Conway hereinafter referred to as "this code."

Section 112.3.1 Fee schedule. A fee for each plan examination, building permit and inspection shall be paid in accordance with Section 88-6 of this Chapter.

Section 116.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall be guilty of a misdemeanor by a fine in accordance with Section 88-10 of this chapter, or imprisonment not exceeding fourteen (14) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offence.

Section 117.2 Unlawful continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such

work as that person is directed to perform to remove a violation or unsafe condition shall be liable to a fine in accordance with 88-10 of this chapter.

Section 2701.1 Scope. The provisions of this chapter shall control the design and construction of all new installations of electrical conductors, equipment and systems in buildings or structures; and all alterations to existing wiring systems therein to ensure safety. All such installations shall conform to the edition of the NFPA 70, "National Electrical Code" that is currently being enforced by the State of New Hampshire, Electricians Licensing Board.

Section 2901.1 Scope. The design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supplies and storm water and sewage disposal in buildings, shall comply with the requirements of the BOCA National Building Code currently being enforced by the State of New Hampshire, Licensing Board.

Section 3408.2 Applicability. Structures existing prior to March 11, 1986, in which there is work involving additions, alterations or changes of occupancy, shall be made to conform to the requirements of this section or the provisions of Sections 3403.0 through 3407.0.

The provisions in Sections 3408.2.1 through 3408.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Use Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Use Group H or I.

88-3. Building permit required; certificate of occupancy. ~~{Amended 3/88}~~

1. ~~A.~~ No building or other structure shall be constructed, altered or moved until a written building permit has been issued by the Selectmen ~~for said town~~ or their agent when the construction or alteration to take place is of the following types:
 1. ~~(1)~~ **Structural.** All structural changes, additions and/or alterations to a building or other structure shall require a building permit. Furthermore, all changes, additions and/or alterations ~~which that~~ may affect the structural capacity of an existing building or other structure shall require a building permit.
 2. ~~(2)~~ **Footprint expansion.** All expansions of the existing footprint ~~(as defined in Chapter 147-6)~~ of a building shall require a building permit. ~~The "existing footprint" is defined as the existing exterior dimensions of a building or other structure in plain plan view. Included in these dimensions shall be all appurtenant structures such as decks, greenhouses and bay windows.~~
 3. ~~(3)~~ **Assessor's use.**
 1. ~~(a)~~ All residential home improvements to a building or other structure costing in excess of one thousand five hundred dollars (\$1500) per structure per year shall require a building permit. If labor is to be done by the owner, then the value of the improvement shall be determined by doubling the value of the materials used.

2. (b) All improvements to a commercial structure, regardless of what value, shall require a building permit.
4. ~~(4) Moving Buildings.~~ Whenever a building or other structure is to be moved, a building permit shall be required. ~~Reference is made to Chapter 142 of the Code of the Town of Conway for further requirements to move a building or other structure.~~ Compliance with Chapter 142 of the Code of the Town of Conway is required to move a structure.
2. ~~B.~~ A certificate of occupancy/compliance is required by the Town of Conway after completion of work under all commercial non-residential or multifamily building permits. A certificate of occupancy/compliance may be issued by the Town of Conway as requested after completion of work under a one or two family residential building permit.

88-4. ~~88-2.1. Registration of contractors. [Amended 3/88]~~

1. ~~A.~~ All contractors shall be registered prior to working on any project in the Town of Conway. A registration may be applied for at the town offices and will be issued by the Selectmen or their duly appointed agent. There shall be no fee for this registration.
2. ~~B.~~ Upon obtaining a registration from the Town of Conway, the contractor accepts the responsibility for obtaining and keeping current all building permits required by the town. Should a contractor violate this section of the Code of the Town of Conway, the penalties shall be as follows:
 1. ~~(1)~~ First offense: one hundred dollars (\$100).
 2. ~~(2)~~ Second offense: five hundred dollars (\$500).
 3. ~~(3)~~ Further offenses: The contractor is prohibited from obtaining building permits directly or as an agent or owner for a period of six (6) months and shall pay a fine of one thousand dollars (\$1000).
3. ~~C.~~ Any person who violates this section and wishes to appeal the penalties may do so by appearing before the Board of Selectmen.

88-5. ~~88-3. Requirements for change of use. [Amended 3/88]~~ Compliance with Town Codes.
Prior to issuing a building permit, applications shall be reviewed by the Selectmen or their agent to ensure compliance with applicable codes. Whenever a change in the nature of an existing business use of any land or building, or whenever a new use of any land is to be established, or a non-business use of any land or building is to be changed to any business use or home occupation, an approved zoning permit or Planning Board approval, if appropriate, is required. No new use or change of use may take place until a written application has been filed and approved by the Selectmen or their agent, or by the Planning Board. All applications requiring Planning Board approval shall be reviewed by the Selectmen or their agent to ensure zoning compliance, but a separate zoning permit shall not be required. All applications shall be reviewed by the Selectmen or their agent to determine whether Planning Board approval is necessary. If planning Board approval is not necessary,

a separate zoning permit is required. If Planning Board approval is required, a separate zoning permit shall not be required and the applicant shall proceed to the Planning Board for the necessary approvals.

88-6. ~~88-4. Fees. [Amended 3/87]~~

1. ~~A.~~ A nonrefundable fee shall be paid to the town with each application for a building permit as follows:

1. ~~One or two family~~ One or two family residential structures: twenty dollars (\$20).

~~(2) Utility and miscellaneous construction:~~

~~(a) Fifteen thousand dollars (\$15,000) or less valuation: twenty dollars (\$20).~~

~~(b) Each one thousand dollars (\$1000) or fraction thereof of valuation more than fifteen thousand dollars (\$15,000): twenty dollars (\$20) plus four dollars (\$4) per thousand or fraction thereof.~~

2. ~~(3) All other construction: Each one thousand dollars (\$1000) or fraction thereof of valuation: four dollars (\$4). Twenty dollars (\$20) plus four dollars (\$4) per thousand for each thousand over fifteen thousand dollars (\$15,000).~~

2. Words and phrases hereunder shall be deemed to have the same meaning and definitions as set forth in the BOCA Code adopted in this chapter ~~by the Town as Town Code Chapter 89~~. Dollars per square foot (\$/SF) are to be based on current mean construction cost data for ~~1987~~, and repairs and remodeling \$/SF shall be based on general estimated practice.

3. In all cases estimates shall at least meet valuations represented in the latest edition of the Marshall Valuation Service (Marshall and Swift, LP.) on file in the Assessor's office.

~~C. Valuation per building classification shall be included with determined from the following rates:~~

Classification	Rate (\$ per SF)
Assembly buildings	55.00
Business buildings	60.00
Educational buildings	65.00
Factory and industrial buildings	30.00
Institutional buildings	80.00
Mercantile buildings	35.00
Residential, multifamily buildings	45.00
Residential, motel/hotel buildings	50.00
Storage buildings	25.00
Utility and miscellaneous buildings	15.00
Repair and remodeling	25.00

4. ~~D. Notwithstanding any other enforcement action available to the Town, An applicant filing an application late may be required to shall pay an additional penalty fee of ten~~

dollars (\$10) for each day between the date construction began and the date the application was filed that it is late.

5. A nonrefundable fee of fifteen (15) dollars shall be paid to the Town with each application for a zoning permit.

~~E. A nonrefundable fee of fifteen (15) dollars shall be paid to the town with each application for a zoning permit or change of use permit as follows:~~

~~(1) Each application: fifteen dollars (\$15).~~

~~(2) For each abutter to be notified: two dollars (\$2).~~

88-7. ~~88-5.~~ Application for permits.

1. ~~A.~~ Each application for a building permit and application for a zoning permit or change of use shall be in writing, signed by the owner of the property to be built upon, on forms to be supplied by the Town. These forms shall be filled out in sufficient detail to show conformance with this Article and all applicable state and Town of Conway rules, regulations and ordinances. Copies of the original forms to be used hereunder have been filed by the Selectmen with the Town Clerk of Conway with a copy of this Article prior to its adoption.

2. ~~B.~~ In addition to the application forms, all applicants for a building permit for a commercial or multifamily (three or more unit buildings) project shall be required to submit architectural/structural plans conforming to the BOCA Code as part of their submission. The applicant shall submit one copy of these plans to the town's Town's Building Inspector and one copy to the Fire Chief having jurisdiction ~~covering that construction site.~~

88-8. ~~88-6.~~ Expiration of permits. Any building permit shall expire upon completion of the proposed project as may be indicated on the form or at the end of one (1) year, whichever time shall arrive earlier. All building permits issued by the town prior to the date of adoption of this Article shall remain valid no longer than one (1) year after the effective date of this Article.

88-9. ~~88-7.~~ Amendment of application forms. The Selectmen shall be authorized to amend the forms to be used hereunder from time to time, provided that at least two (2) public hearings shall be held, with each hearing having published notices therefore at least two (2) weeks prior to such hearing; after the second hearing, the Selectmen shall vote to adopt amended forms, record the amended forms with the Town Clerk of Conway, and thereafter the same shall be valid and enforceable. In the notice of the second hearing, the entire proposed amendment shall be published and no substantive ~~only nonsubstantive~~ changes may be made after the second hearing.

88-10. ~~88-8.~~ Violations and penalties. Any violation of any provision of this Article or the forms promulgated hereunder shall be punished on conviction by a fine of up to \$100 per day pursuant to RSA 676:17 ~~not more than one hundred dollars (\$100), plus costs, to be paid~~

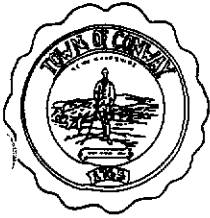
~~over on collection to the use of the town.~~ The Town town may also enforce this chapter and the regulations hereunder by injunction, restraining order or other appropriate action.

88-11. ~~88-9.~~ Applicability; when effective. This chapter shall apply throughout the Town of Conway and shall take effect when adopted at any duly warned town meeting.

88-12. Inconsistent Ordinances. In the event that the requirements of this chapter are in conflict with other codes, the more stringent shall apply.

88-13. Saving clause. Nothing in this ordinance or in the building code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

88-14. ~~88-10.~~ Amendment of chapter. This chapter may also be amended in accordance with RSA 675:3 the usual manner by majority vote of the town at any town meeting for which the warrant gives notice of the proposed change. This shall not be deemed to limit the authority of the Selectmen to adopt and/or amend forms consistent with the powers and procedures hereunder established ~~or as may be amended at any such town meeting.~~



TOWN OF CONWAY

P.O. Box 70 • CENTER CONWAY, NEW HAMPSHIRE 03813-0070

(603) 447-3855

FAX (603) 447-5012

MEMO

TO: Sheila Duane, Planning Board Chair

FROM: Tom Irving, Planning Director

CC: Planning Board, File

DATE: 08/29/01

RE: Amendment to §123-29.D.

Message:

Please consider the following amendment to the Site Plan Regulations:

to except in the I-1 zone district

§123-29.D. Trees. All lots regulated within this chapter ~~in the Commercial Districts~~ shall have trees in accordance with Section 1-11 below.

Technically the regulation, as is currently written, can be interpreted that this requirement only applies the commercial districts (Highway Commercial and Village Commercial Districts). These requirements do not affect in the Industrial-1 and Industrial-2 Districts.

The proposed amendment would apply the tree requirements set out in §123-29.D to all non-residential and multi-family residential developments that are subject to site plan regulations.

I recommend that the Board determine if it was and still is the intention to apply these tree requirements to I-1 and I-2 zone and indeed all non-residential and multi-family residential developments that are subject to site plan regulations. If so, pursuant to RSA 675:6 hold a public hearing and amend the regulation accordingly.