

**Pittsfield Planning Board  
Town Hall, 85 Main Street  
Pittsfield, NH 03263  
Minutes of Public Meeting**

**DATE:** Thursday, February 7, 2019

**AGENDA ITEM 1:** Call to order

Chair Clayton Wood called the meeting to order at 7:01 P.M.

**AGENDA ITEM 2:** Roll call

Planning board members present:

Clayton Wood (chair),

Daren Nielsen (vice-chair),

Jim Pritchard (secretary),

Paul Nickerson,

Carl Anderson (selectmen's ex officio member), and

Jim Adams (alternate for the selectmen's ex officio member)

Planning board members absent:

Adam Gauthier (alternate) and

James Hetu (alternate)

Pittsfield town officials appearing before the planning board: None.

Members of the public appearing before the planning board: John Cronin, attorney for Pittsfield Self Storage, and Jeff Lewis, engineer for Pittsfield Self Storage.

“Members of the public appearing before the planning board” includes only members of the public who spoke to the board. It does not include members of the public who were present but who did not speak to the board.

**AGENDA ITEM 3:** Public input

No public input.

**AGENDA ITEM 4:** Continued consideration Pittsfield Self Storage’s application to approve a site plan for a self-storage facility on High Street, tax map R-15, lot 30, in the Light Industrial/Commercial zoning district: Merits review with a public hearing

Merits review following the public hearing on January 3, 2019:

Carl Anderson recused himself.

Jim Adams sat in place of Carl Anderson.

Clayton Wood said that the following two matters were outstanding: (1) third-party review of the drainage and (2) the development agreement.

Jeff Lewis said that the town engineer, KV Partners, had recommended adding more spot elevations at the end of the driveway and adding an underdrain on the west edge of the parking lot. Jeff Lewis said that he had not had time to revise the plans before tonight’s meeting, so Jeff Lewis asked the board to make these revisions conditions of final approval. Jeff Lewis said that he would send the revised plans back to KV Partners for a compliance letter.

John Cronin said that he had composed a development agreement to describe the no-cut buffers and that he had sent the agreement to the town attorney, Matt Serge, for Matt Serge’s review. John Cronin said that Matt Serge had proposed three changes to conditions 1, 3, and 6 as follows: In condition 1, Matt Serge had added the sentence “The Developer will provide reasonable notice to the Town prior to removing any trees under this paragraph.” before the last sentence “The “No Cut” Buffers shall be shown on the Plan.” In condition 3, Matt Serge had added “and the Planning Board?” at the end of condition 3. In condition 6, Matt Serge had added “The Developer shall pay all recording costs.” John Cronin’s draft development agreement and Matt Serge’s revised development agreement are attached at the end of this minutes document. John Cronin said that Pittsfield Self Storage would agree to the revisions.

Clayton Wood and John Cronin discussed that development agreements were a way of recording approval conditions of a site plan; the registry of deeds does not accept site plans for recording. (RSA 478:1-a, III.)

Jim Pritchard asked whether condition 3,

“JOINT MANAGEMENT. Until clarified or amended by the Zoning Board of Adjustment (“ZBA”) or Superior Court the self-storage facility shall be operated in accord with the decision of the ZBA [and the Planning Board?]”

had been intended as a recorded pointer to the zoning board of adjustment’s decision approving the special exception.

John Cronin said that there had been disagreement about the meaning of the zoning board of adjustment’s decision approving the special exception and that the purpose of condition 3 had been to “side step” this disagreement. John Cronin said that Pittsfield Self Storage would have to abide by whatever decisions the land use boards would have made.

Jim Pritchard asked whether condition 3, without “and the Planning Board?” would be necessary if the zoning board of adjustment’s notice of decision were recorded. Jim Pritchard referred to the zoning board of adjustment’s notice of decision signed by zoning board of adjustment chair James Hetu.

John Cronin said that the notice of decision was not consistent with what the zoning board of adjustment decided.

Jim Pritchard said that he had asked the zoning board of adjustment chair, James Hetu, and the zoning board of adjustment recording secretary, Cyndi Hetu, to listen to the audio recording to confirm the accuracy of the notice of decision.

John Cronin said that he had not had an opportunity to listen to the audio recording. John Cronin asked Jim Pritchard whether Jim Pritchard had written the notice of decision.

Jim Pritchard said that he had written the notice of decision from the zoning board of adjustment minutes, that he had sent the notice to the chair and recording secretary, and that he had asked the chair and recording secretary to check the notice from the audio recording. Jim Pritchard emphasized that he is not the recording secretary for the zoning board of adjustment.

John Cronin said that other people at the zoning board of adjustment hearing could corroborate that Pittsfield Self Storage had wanted the option to disconnect the proposed expansion from the existing self-storage facility that Pittsfield Self Storage owns on the abutting tax map R-15, lot 30-1. John Cronin said that Pittsfield Self Storage might have to “address” the zoning board of adjustment’s notice of decision but that no one had appealed the zoning board of adjustment’s decision.

Jim Pritchard said that he had not intended to discuss whether the notice of decision was accurate, because Chair Hetu had signed the notice of decision. Jim Pritchard said that he had wanted to know whether condition 3 would be necessary if the zoning board of adjustment’s notice of decision were recorded.

John Cronin said that condition 3 would be necessary because Pittsfield Self Storage would object to recording the zoning board of adjustment’s notice of decision. John Cronin said that Chair Hetu relied heavily on Jim Pritchard’s advice and that he, John Cronin, would want to invoke discovery with Cyndi Hetu if the notice of decision were recorded.

Jim Pritchard said that this matter had become unnecessarily complicated because he had assumed that recording the zoning board of adjustment’s notice of decision would make condition 3 unnecessary. Jim Pritchard said that he did not understand how the words “and the Planning Board” fit in condition 3.

John Cronin said that Matt Serge had added the words “and the Planning Board” and that the board could remove these words if the board wanted to remove them.

Daren Nielsen referred to John Cronin’s statement on January 3, 2019, that Mike McDonough said that he would not object to a requirement that a new site plan approval would be necessary if the four storage-locker buildings were sold. Daren Nielsen said that he was concerned about the aesthetics of the self-storage facility and about what would happen if the expansion were to become administered by a disconnected, remote headquarters. Daren Nielsen said that he had used Google street view to look at 11 self-storage facilities in the Concord, NH, area and that all of these self-storage facilities had offices. Daren Nielsen said that even 603 Storage has an office at each site built into one of the storage-locker buildings. Daren Nielsen wanted the

planning board to have another opportunity at site plan review if Pittsfield Self Storage's proposed expansion were to become administered by a disconnected, remote headquarters.

John Cronin said that he would object to a condition that would invoke a new site plan review if the four storage-locker buildings were sold. John Cronin said that such a condition would complicate selling the four storage-locker buildings.

Paul Nickerson said that the development agreement would take care of all of the problems and that the planning board should approve the site plan.

Jim Adams agreed that the development agreement would take care of all of the problems and that the planning board had no business telling Pittsfield Self Storage how to administer the proposed expansion.

Clayton Wood asked board members how they felt about the words "and the Planning Board" in condition 3.

Jim Pritchard said that the words "and the Planning Board" were odd in condition 3 because they suggested that the zoning board of adjustment could change a decision of the planning board. Jim Pritchard said that whether the words were or were not in condition 3 was unimportant and that he did not object to their staying in condition 3.

Paul Nickerson said that management would be joint until the expansion was sold.

Jim Pritchard said that town attorney Matt Serge's e-mail had suggested that Matt Serge might do additional review.

The board agreed that it did not need Matt Serge to do additional review.

Clayton Wood moved to give the Pittsfield Self Storage site plan conditional approval upon the following conditions precedent:

1. Pittsfield Self Storage shall revise the site plan dated December 10, 2018, according to KV Partners's recommendations.
2. Pittsfield Self Storage shall submit a compliance letter from KV Partners.

3. Pittsfield Self Storage shall submit a signed development agreement with the three changes as suggested by town attorney Matt Serge but without the question mark after “and the Planning Board” in condition 3.

Daren Nielsen seconded the motion.

Discussion: No further discussion.

Vote to give the Pittsfield Self Storage site plan conditional approval upon the following conditions precedent:

1. Pittsfield Self Storage shall revise the site plan dated December 10, 2018, according to KV Partners’s recommendations.
2. Pittsfield Self Storage shall submit a compliance letter from KV Partners.
3. Pittsfield Self Storage shall submit a signed development agreement with the three changes as suggested by town attorney Matt Serge but without the question mark after “and the Planning Board” in condition 3.

carried 4 - 0 - 1. Voting “yes”: Daren Nielsen, Clayton Wood, Paul Nickerson, and Jim Adams. Voting “no”: none. Abstaining: Jim Pritchard.

Clayton Wood suggested that Pittsfield Self Storage return with a final plan to the board’s special meeting on February 21, 2019.

Jim Pritchard asked for two paper copies and one PDF of the final plan.

Clayton Wood and John Cronin discussed that the board, not Pittsfield Self Storage, would record the development agreement.

Clayton Wood moved to approve a driveway permit for the Pittsfield Self Storage site plan upon the following conditions precedent:

1. Pittsfield Self Storage shall revise the site plan dated December 10, 2018, according to KV Partners’s recommendations.
2. Pittsfield Self Storage shall submit a compliance letter from KV Partners.

3. Pittsfield Self Storage shall submit a signed development agreement with the three changes as suggested by town attorney Matt Serge but without the question mark after “and the Planning Board” in condition 3.

Daren Nielsen seconded the motion.

Discussion: No further discussion.

Vote to approve a driveway permit for the Pittsfield Self Storage site plan upon the following conditions precedent:

1. Pittsfield Self Storage shall revise the site plan dated December 10, 2018, according to KV Partners’s recommendations.
2. Pittsfield Self Storage shall submit a compliance letter from KV Partners.
3. Pittsfield Self Storage shall submit a signed development agreement with the three changes as suggested by town attorney Matt Serge but without the question mark after “and the Planning Board” in condition 3.

carried 4 - 0 - 1. Voting “yes”: Daren Nielsen, Clayton Wood, Paul Nickerson, and Jim Adams. Voting “no”: none. Abstaining: Jim Pritchard.

Clayton Wood explained the 30-day appeal process of RSA 677:15.

The board’s notice of decision giving conditional approval to Pittsfield Self Storage’s site plan is attached at the end of this minutes document. (See RSA 676:3, II.)

**AGENDA ITEM 5:** Robert and Paullette Chagnon’s application for voluntary lot merger of tax map R-35, lots 18 and 18-1

Carl Anderson replaced Jim Adams on the board.

Jim Pritchard said that he had told Robert Chagnon that the board might reject the application as being incomplete because the application says that one of the lots has a mortgage but does not include the consent of the mortgage holder. (See RSA 674:39-a, II.) Jim Pritchard said that Robert Chagnon had asked that the board consider the application without the mortgage holder’s consent.

The board agreed that the application was incomplete without the mortgage holder's consent.

Clayton Wood said that he would speak to Robert Chagnon about the mortgage holder's consent being necessary.

**AGENDA ITEM 6:** Approval of the minutes of the January 3, 2019, and January 7, 2019, meetings

Clayton Wood moved to approve the minutes of January 3, 2019, as written in draft.

Paul Nickerson seconded the motion.

Discussion:

No board member stated any problems in the draft minutes.

Vote to approve the minutes of January 3, 2019, as written in draft: carried 5 - 0 - 0. Voting "yes": Jim Pritchard, Daren Nielsen, Clayton Wood, Paul Nickerson, and Carl Anderson. Voting "no": none. Abstaining: none.

Paul Nickerson moved to approve the minutes of January 7, 2019, as written in draft.

Clayton Wood seconded the motion.

Discussion:

No board member stated any problems in the draft minutes.

Vote to approve the minutes of January 7, 2019, as written in draft: carried 5 - 0 - 0. Voting "yes": Jim Pritchard, Daren Nielsen, Clayton Wood, Paul Nickerson, and Carl Anderson. Voting "no": none. Abstaining: none.

**AGENDA ITEM 7:** Selectman's report

Carl Anderson had nothing to report.

**AGENDA ITEM 8:** Members’ concerns

Clayton Wood said that the board would have a special meeting on February 21, 2019, to consider the Pittsfield Historical Society’s application for site plan approval.

**AGENDA ITEM 9:** Public input

No public input.

**AGENDA ITEM 10:** Adjournment

Clayton Wood moved to adjourn the meeting.

Paul Nickerson seconded the motion.

Vote to adjourn the planning board meeting of February 7, 2019: carried 5 - 0 - 0. Voting “yes”: Jim Pritchard, Daren Nielsen, Clayton Wood, Paul Nickerson, and Carl Anderson. Voting “no”: none. Abstaining: none. The planning board meeting of February 7, 2019, is adjourned at 7:47 P.M.

Minutes approved: February 21, 2019

Clayton Wood, chairman	Date

I transcribed these minutes (not verbatim) on February 9, 2019, from the digital audio recording that Chairman Clayton Wood made during the meeting on February 7, 2019, and uploaded to the Internet.

\_\_\_\_\_  
Jim Pritchard, planning board recorder and secretary

Attachments:

1. John Cronin's draft development agreement for Pittsfield Self Storage's site plan.
2. Matt Serge's revised development agreement for Pittsfield Self Storage's site plan.
3. Notice of decision giving conditional approval to Pittsfield Self Storage's site plan.

## DEVELOPMENT AGREEMENT

This Development Agreement between Pittsfield Self Storage, LLC, a domestic limited liability company with an address of 20 Montgomery Street, Concord, New Hampshire 03301 (“Developer”) and the Town of Pittsfield, Planning Board, (“Pittsfield”) a body politic with a mailing address of 85 Main Street, Pittsfield, New Hampshire pertains to a certain Site Plan Application for a self-storage facility on property known as Map R-15, Lot 30, High Street, Pittsfield, New Hampshire.

WHEREAS, The Developer is proposing to develop Map R-15, Lot 30 for a self-storage facility in accord with a certain Site Plan Application and associated Site Plan prepared by Northpoint Engineering, LLC, dated, \_\_\_\_\_.

WHEREAS, Pittsfield has been duly authorized to regulate development of land and to approve and disapprove Site Plans for development pursuant to NH RSA 674 et seq.

WHEREAS, Site Plan approval is conditioned upon the execution of a Development Agreement

NOW THEREFORE, in consideration of Site Plan Approval for the development of a self-storage facility on Map R-15, Lot 30, the parties agree as follows:

1. **NO CUT BUFFERS.** The Developer agrees not to cut the native trees and growth in the area of the side and rear setbacks and rear wetlands on Map R-15, Lot 30. Provided, however, the Developer shall be permitted to undertake pruning according to best forestry and landscape practices and to remove trees or limbs that are dead, diseased or present a threat to persons or property. The “No Cut” Buffers shall be shown on the Plan.
2. **WATER AND SEWER.** The Developer does not intend to provide water and sewer at the Property. If the Developer seeks to supply sewer and/or water at a future date, details of the sewer and water facilities shall be provided to the Planning Board in an Application for Site Plan Amendment.
3. **JOINT MANAGEMENT.** Until clarified or amendment by the Zoning Board of Adjustment (“ZBA”) or Superior Court the self-storage facility shall be operated in accord with the decision of the ZBA.
4. **BINDING EFFECT.** This Development Agreement shall run with the land and be binding upon all successors, heir and assigns.
5. **PLAN.** A note shall be added to the plan indicating the existence of the Development Agreement.

6. RECORDING. The Development Agreement shall be recorded at the Merrimack County Registry of Deeds providing notice to subsequent purchasers and mortgagee of the conditions of approval.
7. NEW HAMPSHIRE LAW. This Development Agreement shall be interpreted and enforced according to New Hampshire law.
8. DISPUTE RESOLUTION. Any dispute arising from or related to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the arbitration rules of the New Hampshire Superior Court. If the parties are unable to agree on an Arbitrator, one shall be appointed by the Clerk of the Merrimack County Superior Court. The prevailing party shall be awarded its costs, expenses and reasonable attorney's fees.

DATED this \_\_\_\_ day of February, 2019.

Town of Pittsfield,  
Planning Board

By: \_\_\_\_\_  
Clayton Wood, Chairman

Merrimack, SS.  
Stare of New Hampshire

Before me, appeared the above named Clayton Wood in his capacity as Chairman of the Pittsfield Planning Board and acknowledged he signed this Development Agreement as his free act and deed.

\_\_\_\_\_  
Notary/Justice of the Peace  
My commission expires: \_\_\_\_\_

Pittsfield Self Storage, LLC

By: \_\_\_\_\_  
Michael McDonough, Manager

Hillsborough, SS.  
Stare of New Hampshire

Before me, appeared the above named Michael McDonough, in his capacity as Manager of the Pittsfield Self Storage, LLC and acknowledged he signed this Development Agreement as his free act and deed.

\_\_\_\_\_  
Notary/Justice of the Peace

My commission expires: \_\_\_\_\_

## DEVELOPMENT AGREEMENT

This Development Agreement between Pittsfield Self Storage, LLC, a domestic limited liability company with an address of 20 Montgomery Street, Concord, New Hampshire 03301 (“Developer”) and the Town of Pittsfield, Planning Board, (“Pittsfield”) a body politic with a mailing address of 85 Main Street, Pittsfield, New Hampshire pertains to a certain Site Plan Application for a self-storage facility on property known as Map R-15, Lot 30, High Street, Pittsfield, New Hampshire.

WHEREAS, The Developer is proposing to develop Map R-15, Lot 30 for a self-storage facility in accord with a certain Site Plan Application and associated Site Plan prepared by Northpoint Engineering, LLC, dated, \_\_\_\_\_.

WHEREAS, Pittsfield has been duly authorized to regulate development of land and to approve and disapprove Site Plans for development pursuant to NH RSA 674 et seq.

WHEREAS, Site Plan approval is conditioned upon the execution of a Development Agreement

NOW THEREFORE, in consideration of Site Plan Approval for the development of a self-storage facility on Map R-15, Lot 30, the parties agree as follows:

1. NO CUT BUFFERS. The Developer agrees not to cut the native trees and growth in the area of the side and rear setbacks and rear wetlands on Map R-15, Lot 30. Provided, however, the Developer shall be permitted to undertake pruning according to best forestry and landscape practices and to remove trees or limbs that are dead, diseased or present a threat to persons or property. The Developer will provide reasonable notice to the Town prior to removing any trees under this paragraph. The “No Cut” Buffers shall be shown on the Plan.
2. WATER AND SEWER. The Developer does not intend to provide water and sewer at the Property. If the Developer seeks to supply sewer and/or water at a future date, details of the sewer and water facilities shall be provided to the Planning Board in an Application for Site Plan Amendment.
3. JOINT MANAGEMENT. Until clarified or amendment by the Zoning Board of Adjustment (“ZBA”) or Superior Court the self-storage facility shall be operated in accord with the decision of the ZBA [and the Planning Board?].
4. BINDING EFFECT. This Development Agreement shall run with the land and be binding upon all successors, heir and assigns.

5. PLAN. A note shall be added to the plan indicating the existence of the Development Agreement.
6. RECORDING. The Development Agreement shall be recorded at the Merrimack County Registry of Deeds providing notice to subsequent purchasers and mortgagee of the conditions of approval. The Developer shall pay all recording costs.
7. NEW HAMPSHIRE LAW. This Development Agreement shall be interpreted and enforced according to New Hampshire law.
8. DISPUTE RESOLUTION. Any dispute arising from or related to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the arbitration rules of the New Hampshire Superior Court. If the parties are unable to agree on an Arbitrator, one shall be appointed by the Clerk of the Merrimack County Superior Court. The prevailing party shall be awarded its costs, expenses and reasonable attorney's fees.

DATED this \_\_\_ day of February, 2019.

Town of Pittsfield,  
Planning Board

By: \_\_\_\_\_  
Clayton Wood, Chairman

Merrimack, SS.  
Stare of New Hampshire

Before me, appeared the above named Clayton Wood in his capacity as Chairman of the Pittsfield Planning Board and acknowledged he signed this Development Agreement as his free act and deed.

\_\_\_\_\_  
Notary/Justice of the Peace  
My commission expires: \_\_\_\_\_  
Pittsfield Self Storage, LLC

By: \_\_\_\_\_  
Michael McDonough, Manager

Hillsborough, SS.  
State of New Hampshire

Before me, appeared the above named Michael McDonough, in his capacity as Manager of the Pittsfield Self Storage, LLC and acknowledged he signed this Development Agreement as his free act and deed.

\_\_\_\_\_  
Notary/Justice of the Peace  
My commission expires: \_\_\_\_\_

## Notice of Decision

On February 7, 2019, pursuant to the Pittsfield Site Plan Review Regulations, the Pittsfield Planning Board gave conditional approval to a site plan for a self-storage facility on High Street, tax map R-15, lot 30, in the Light Industrial/Commercial zoning district.

The applicant's name and address is Pittsfield Self-Storage, LLC, 20 Montgomery Street, Concord, NH 03301.

The conditions upon which the board will give final approval are as follows:

1. Pittsfield Self Storage shall revise the site plan dated December 10, 2018, according to KV Partners's recommendations.
2. Pittsfield Self Storage shall submit a compliance letter from KV Partners.
3. Pittsfield Self Storage shall submit a signed development agreement with the three changes as suggested by town attorney Matt Serge but without the question mark after "and the Planning Board" in condition 3.

The vote to give the site plan conditional approval was yes: 4, no: 0, and abstaining: 1. Planning board members voting to give the site plan conditional approval were Clayton Wood, Jim Adams, Paul Nickerson, and Daren Nielsen. The planning board member abstaining was Jim Pritchard.

The planning board may reconsider this decision, upon the board's own motion or at the request of any aggrieved person, within 30 days after the date when the board voted the decision (February 7, 2019). (74 Cox Street v. Nashua, 156 N.H. 228, 931 A.2d 1194 (2007).) Any persons aggrieved by the decision may appeal its zoning matters to the board of adjustment and its planning matters to the superior court. (RSA 677:15; RSA 676:5, III; and Hoffman v. Gilford, 147 N.H. 85, 786 A.2d 93, (2001).) Except as provided in RSA 677:15, I-a, (b), an appellant appealing zoning matters must appeal to the board of adjustment within 30 days after the date when the planning board voted the decision (February 7, 2019). (RSA 677:15, I and I-a; RSA 676:5, I; and Pittsfield Zoning Board of Adjustment Rules of Procedure, rules XI, 1 and 2.) An appellant appealing planning matters must appeal to the superior court within 30 days after the date when the planning board voted the decision (February 7, 2019) unless the appellant is also appealing zoning matters. If the appellant is also appealing zoning matters, then the appellant must appeal the planning matters to the superior court after but not more than 30 days after the date when the board of adjustment resolves the zoning matters and denies a motion for rehearing under RSA 677:3. (RSA 677:15, I-a, (a).)

February 11, 2019

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Clayton Wood, chair  
Pittsfield Planning Board