

MINUTES
Planning Board
February 9, 2015
7:00 PM

Members Present: Ted Beckner, Stan Buchanan, Ray Grant and Lynne Potter

Members Absent: Bob Barnes, John Kimball and Jim Macklin

Staff Present: Donald Murphy, Code Enforcement Officer; James Seymour, Town Planner and Sandy Fredricks, Planning Board Assistant

Public Present: Cliff Bartlett and Phil Brackett

7:10 P.M.

Lynne calls the meeting to order.

Lynne states the Board's first order of business is approval of Minutes of the January 12, 2015 meeting.

Stan moves to accept the January 12, 2015 Minutes as written.

Ted seconds.

Any discussion? None.

All in favor? 4 yes – 0 no

Lynne states the next item on the Agenda is the continuation of the application filed by Point Sebago for Amendment to Contract Zone Agreement requesting the Contract Zone Agreement entered into October 27, 1992 and as Amended June 21, 1997, June 16, 2001, June 20, 2005 and January 12, 2013 to the Effective Period provisions of the contract be extended from October 31, 2015 to October 31, 2025. The property is known as Map 1-A, Lot 3 and is located in the South Casco Outdoor Resort Zone.

Lynne asks the Point Sebago representatives to come forward and make their presentation.

Cliff Bartlett steps to the podium, hands out Point Sebago's response to Jim Seymour's Memo and the input received from the Board at the January meeting.

Cliff thanks the Board for coming out and keeping on schedule. He continues that the response he provided to the Board tonight are talking points and apologized for not getting to the Board sooner. He further explained that they were not able to meet with their attorney until late Friday afternoon. They have some concerns about what is being presented. They (Point Sebago Enterprises) are not the owners of the Resort; and as the Board is most likely aware

Mr. Gould is not in good health and his sons will take over on his passing. They (the sons) are both professional people and are not up to speed on the Contract Zone Agreement.

Cliff states his biggest concern is that they (as representatives of Point Sebago Resort Management) do their due diligence and on the surface he believes they can work through this. The attorney recommended we stay with the original language of the request to approve the extension of the Contract Zone Agreement and he (the attorney) doesn't feel that these items should be taken with this renewal and are separate issues. Cliff states they feel like they are starting over; you start with terms you feel will be there throughout the project and now we encounter these issues. He continues that they probably should have objected to a time limit on the Contract Zone Agreement initially. Further, he feels they need more time to talk to the Board and get things totally worked out; it looks like the Town is trying to change what is in place from 1992 and this could be a deal breaker for them. Cliff states that going beyond Hole 10, he isn't sure if that will be done or how it will be developed and believes that would be the time to make changes.

Stan states he feels we should work to try to reach terms on the items proposed to be discussed. Cliff states their attorney was surprised at the changes being requested by the Town at this time.

Stan states that the wording of "strings attached" sends the wrong message. Further, Stan states that a lot of things change in ten (10) years and many of those are not within the Planning Board's control, such as DEP requirements. Stan goes on that the details have to be worked out according to the Zoning Ordinance.

Cliff apologizes for the terms used, but it is important to them to get this done. We have an obligation to the homeowners for their investments they have made in their second home. He continues that they were not expecting this Action Item List and looking like the extension won't happen on time. He acknowledged that he believes most of what's on there can be worked with; however their biggest concern is finishing the last sixteen (16) lots of Deer Run. Cliff states he anticipates that it will take them 3-years at minimum just to sell out those lots. Beyond that as we look to go beyond Hole 10 Gate (80 or 90 lots), he thinks it would be appropriate to look at what things need to be changed before they commit dollars to that section. They are also concerned with the items in Jim Seymour's Memo regarding numerous changes within the campground.

Lynne states that at the Joint Workshop with the Board of Selectmen it was acknowledged that the Town (Planning Board and Board of Selectmen) don't want to see problems either, but ten (10) years ago there weren't some of things we have now. She believes it was Jim Seymour's suggestion at that workshop

that perhaps we agree to a renewal for the balance of the development of Deer Run as things currently exist which would give everyone involved the time to come to terms for the further development beyond Hole 10.

Cliff states he and Phil can't draft new terms without looking at the financial picture and they do not want to look at doing something that financially isn't a good thing for them.

Lynne states time is looming over your heads and that is why it's probably best to extend for completion of Deer Run and give everyone time to discuss and work out the conditions on the area beyond Hole 10.

Cliff states that working on the conditions and terms for the section beyond Hole 10 in the timeframe to complete Deer Run would be a good plan.

Ray states he would like to see some of the documents the Board has asked for previously along with information regarding the shoreline and what is along the shoreline before moving on.

Cliff states this can really impact their homeowners. Ray states it can affect the rest of the Town's people and it is the Planning Board's job to protect them also.

Stan states that the things we are asking for is nothing more than we ask of anyone else in Town to do.

Don states that what was surprising to him was to hear the term "deal breaker". He left the last meeting believing everyone realized there are several layers in this process. Because Point Sebago has been around over thirty (30) years the Board needs an overview of what has taken place over those years. We need to see phosphorous reports as well as water monitoring reports. He continues that it is not unusual for stormwater provisions to provide for maintenance of the stormwater controls; seeing those maintenance reports is also important.

Cliff states for example, Stormwater, one line refers to as a goal of the Town to bring the Resort up to current standards for Stormwater Waste Removal; to him it sounds like they are being faced with different rules for different areas; it is the uncertainties that are concerning.

Jim Seymour states that we didn't ask to bring that into compliance, we just asked for an engineering assessment by a professional engineer as licensed in the State of Maine showing the status of the site stormwater infrastructure development as relates to the latest version of the DEP Permit. Further, we haven't seen a plan showing where everything is located. If we can see one comprehensive plan of where everything is located rather than piece-meal, we

would understand better. Jim continues that most Contract Zone Agreements do not run over this long. The misconception is that all this has to be done now; we only need the language in there when they will be done or presented to Planning Board. The first things we are concerned with are life safety issues. Jim states he feels he would be remiss to advise the Board to let them finish out Deer Run as things are without some assurances we are seeking.

Cliff states he may be reading between the lines about the second example, Fire Suppression issues; not so much moving forward, but the suggestion that all areas where there is public access to look at roads, maneuverability and fire suppression. These all have a big financial impact.

Cliff continues that as far as what they are currently doing, we assumed the Town has the same plans we do at the Resort; we have no problem providing those.

Jim states this is a whole new Planning Board from ten (10) years ago and we need to understand how it came to be what it is and have it on paper as one big comprehensive plan. A lot of development occurred and there may not have been any oversight, so there is nothing that shows it was built as approved.

Stan states that the homeowners should want to know there is a plan in place for fire suppression. Yes, it's expensive sometimes when you have to widen a road or build a turn around.

Jim states it may be as simple as confirming that the roads are okay for fire trucks etc.

Lynne states we've had this for 23 years. In order for us to understand, we need to see the plan.

Jim asks if the Board wants to continue the Contract Zone Agreement for one (1) year or do we want some or all of the things on the Action List now?

Ted asks if we have plans of Deer Run engineering for the road. Cliff states he believed the Town had those. Don states we may have this in the archives and it may or may not be indexed. If the Town has to have Sebago Technics do the engineering on it, it will be very costly to the applicant. We were hoping the applicant would put this together for us. Don further states he saw an Affidavit from Larry Gould included in the DEP recorded documents.

Phil states they have the original plans and will be happy to share those with the Town. Don states embedded in those are the Conditions of Approvals; this is what we are looking for.

Cliff states there's obviously a lot of information that has to be pulled together. He continues that he understands there are new people on the Board and it will take time to get this worked out.

The Board and applicant discuss agreeing to a one (1) year extension and working together throughout that year to reach agreement of language and changes, etc.

Lynne stated she is agreeable to a 12-month or 18-month extension to allow time for the Board and applicant to get everything hashed out and agreed to.

Cliff states it seems reasonable. They were looking more at a three (3) to five (5) year extension to continue on Deer Run and work out remaining terms. Cliff states this is a reasonable solution. Cliff states they will resubmit the revised request for the next meeting.

Stan states he hopes the parties the applicant is dealing with will choose different language so as not to create defensiveness. He continues that we need to be very careful going forward what we are expecting and what you are willing to do.

Jim states this gives the applicant time to work out how to phase these items in to keep the financial impact from hitting all at once.

Cliff states he would like to meet with the Fire Chief to see what he is looking for as this a big item.

Phil and Cliff both feel a one (1) year compromise is good.

Lynne states this way going forward you know what we are looking for and what you are looking for so we can work in a direction of resolution.

Ray states if the Board is going to grant a one (1) year extension, we need to know the applicant is going to follow through.

Don states the Building Code issue can be handled administratively and not be part of the Contract Zone Agreement as they are already building to the International Code.

Don and Phil discuss the Living Space issue and believe this can be addressed in a Memo of Understanding.

Jim states that a Memorandum of Agreement may be acceptable for the one (1) year extension and then that language could be added into the next extension Agreement.

Jim states we would like to see something on Point Sebago's letterhead stating you are willing to work on this over the next year to finalize all terms. Phil and Cliff agree to this.

The Board and applicant agree going forward to next year ideally it should all be wrapped up by this year's end. Arrangements will be made to meet with the Fire Chief and Selectboard prior to finalizing terms next year.

Stan moves to adjourn.

Ted seconds.

Any discussion? None.

All in favor? 4 yes – 0 no