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ments the Master Plan, which is a changeable working document, but it limits the permissible extent of change. Material changes need to come back to the Board for approval.

The Agreement establishes that RMR controls the sequence and timing of development phases. However, the Town negotiated time limits to avoid long periods of idleness that might approach or precede abandonment. Those limits are described in a later section on "vesting," where RMR may earn, through execution of prior phases, the right to delay later phases. The developer can add or subtract land area to the project, but material scope changes need Town approval. Sale of substantial sections is permitted.

Covenants, conditions, and restrictions will be employed to keep housing quality consistent with Master Plan representations. Housing types and total numbers (890 residences) are limited to those in the Master Plan. Mix of housing among types can't be substantially changed without Town approval. Ties to building codes and height limitations are described.

The Agreement establishes public access to conservation easement property and places limitations on it. For example, no motorized access is allowed except for work or emergency purposes. Limitations to the extent of commercial uses, such as restaurants, are spelled out. Ridge line viewscape protection is provided. Density limitations and open space requirements are specified and tied into ownership classes: RMR vs. supervised easement vs. Fish and Game parcel.

Parking space plans are defined, with adequacy review and reporting to be done annually on May 15. Limits to on-street parking are established.

Construction mitigation requirements are treated, including required documentation, for example through video or photos of beginning conditions. Damage repair is provided for. Vendors and construction vehicles are to be kept away from sensitive places such as New Canada Road.

Topics concerning effects on Town fiscal matters are dealt with. Impact fees are called for, as well as "enhanced

building permit fees" to cover costs that can't be directly attributed to RMR's development, but for which there may be a shared or indirect responsibility. Terms of RMR's responsibility to finance a study of the development's impact on Town apparatus (for example, fire trucks) are defined. The burden of solid waste disposal is placed with RMR. Provision is made for RMR to recapture some of its payments in the event of a latecomer developer that benefits from improvements made by RMR.

Miscellaneous provisions deal with street signing, telecommunications and power provision, and application of Audubon environmental standards.

A vesting section limits development inactivity periods and proscribes the Town from retroactively changing land use ordinances that might disadvantage RMR. Town police powers, health and safety policies, and the like are not affected.

Notices of default, events of default, and their consequences are spelled out.

The Development Agreement, together with an updated version of the Master Plan and an appendix with traffic studies, natural resource studies, and other documentation will be gathered for signing on Tuesday, April 7.

Separately, the Board received a completed traffic study from LC Engineering. It concludes that the housing development will not increase peak-hour ski traffic, but when a few hundred houses are occupied, daily traffic will increase.

So long as the ski area is not expanded, the level of service at key intersections (Ragged Mountain Road and Route 104, Routes 104 and 4, and New Canada Road and Route 4) will be good, i.e. without significant congestion. When the ski area has been expanded and skier trips have increased, it will be time to evaluate whether a right turn lane may be needed to exit Ragged Mountain Road to Route 104, and a left turn lane to enter Ragged Mountain Road from Route 104.

Currently, the intersection of New Canada Road and Route 4 has inadequate lines of sight. New Canada Road is soft in wet weather, narrow in places, and has a one-lane bridge near the Wilmot end. These traffic conditions are pre-existing conditions.

Around the World with the Beacon



Roger Laro, Jr. took a break from snowmobiling in Deer Lake, Newfoundland, Canada on March 8 to get caught up on the local Andover news. Photo: Paul Locke



The Cafe Mosaico, on the hills overlooking Quito, Ecuador, was the perfect place for Kasu Kidane (l), Carl Hubbard, and Jake Hubbard to pull out the latest Beacon. The kids were with AE/MS teachers Molly Kidane and Jay Hubbard on a visit to former AE/MS teacher Nicole Wallace, who is teaching in Quito for two years. Photo: Jane Hubbard

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