

NORTH EAST PLANNING COMMISSION
North East Town Hall Meeting Room
106 South Main Street, North East, Maryland 21901
Tuesday, September 4, 2018
7:00 P.M.

Chairman Mark Dobbins called the meeting to order at 7:03 P.M. Present included Commissioner Raymond Mitchell and members Valerie Combs, Michael Nair and Judy Duffy. Also present were Chris Mink, Town Engineer, David Beste, Town Attorney, Melissa Cook-MacKenzie, Zoning Administrator, Betsy Vennell, Director of Planning and Zoning, Lisa Rhoades, Planning and Zoning Assistant.

-MINUTES-

June 12, 2018

Ms. Combs made a motion to approve the minutes as presented. Ms. Duffy seconded the motion and the motion was approved by all.

-OLD BUSINESS-

None.

-NEW BUSINESS-

Amendments to the North East Subdivision Regulations - Discussion

Mrs. Cook-MacKenzie reported that Chris Mink, CNA and David Beste, Town Attorney were present this evening to assist with any questions in regards to the proposed subdivision regulation amendments.

Mrs. Cook-MacKenzie gave a brief overview of our current Subdivision Regulations regarding improvements, contracts, agreements and a surety. Mrs. Cook-MacKenzie stated per our regulations there are two options regarding the improvements an owner has before the Planning Commission can sign a final plat:

1. Required improvements shall be completed and inspected by the Town Engineer, and accepted by the Administrator and Town Board; or
2. The owner shall enter into a written agreement with the Town in the manner and form set forth by the Town Attorney. The Owner shall construct or have constructed the improvements in accordance with the final plat, maintain all improvements at their cost until the Town has inspected and accepted improvements. In order to assure, the Town said improvements will be constructed and maintained until inspected and accepted

owner shall furnish a surety in an amount sufficient to cover the cost of construction and maintenance.

Mrs. Cook-MacKenzie added that the Town has had to call in both a Letter of Credit and a Bond for failure to construct public improvements. She reported that the process of calling in the Letter of Credit was much less complicated, than with a Bond.

Mrs. Cook-MacKenzie stated the Planning Office would like to inquire if the Planning Commission would consider amending the existing subdivision regulations to include a third provision for an agreement. This provision would allow the Owner to construct the improvements. The Planning Commission could sign the approved final record plat. However, the Owner will not record the approved subdivision nor apply for any construction authorizations.

Mrs. Cook-MacKenzie stated under the proposed amendments to the Subdivision Regulation the public utilities, constructed by the developer, would not be the responsibility of the Town until such time of the dedication to the Town, therefore, there is no risk to the Town or homeowners because no homes will be constructed until after the infrastructure has been installed and inspected. Mrs. Cook-MacKenzie stated this is important because in the past, for instance, Ridgely Forest had an owner in default and homes had been built prior to the completion of the infrastructure. In this case there were also deficiencies in some of the installed infrastructure. Calling in the Bond has been and continues to be an arduous process that has been on-going for several years.

Mrs. Cook-MacKenzie reported that the Planning Office has reached out to other Towns regarding their Subdivision Regulation process, agreements and a surety procedures. Harford County and Havre de Grace have used Subdivision Agreements in the past according to their staff. Mr. Nair inquired if the Planning Office could obtain additional information on their experience in using a Subdivision Agreement. Mrs. Cook-MacKenzie reported that she had recently attended a Cecil County Economic Development Commission meeting with Town Administrators and during that meeting she had an opportunity to discuss the proposed Subdivision Agreement concept. Three of the towns present also were interested in this concept. Chairman Dobbins inquired if any municipalities in Cecil County currently use a Subdivision Agreement where the plat is recorded prior to the issuance of building permits. Mrs. Cook-MacKenzie replied no, North East would be the first to use this type of agreement.

Mr. Mink reported that he has worked with Harford County on several projects which have used a Subdivision Agreement and he has found that these agreements do not work much different than a Public Works Agreement. The developer would put up a surety, then sign a subdivision agreement. Then once the “as built” were approved and the units were built, the roads were then turned over to the County. Mrs. Cook-MacKenzie pointed out however that in this case the owner would not be posting a surety.

Mr. Nair inquired with Mr. Wolf, who was present at the meeting representing Ridgely Forest, what in his opinion the difference is in obtaining a bond versus letter of credit. Mr. Wolf stated

that to get a bond a developer must go to an outside source, as they are unable to obtain a bond thru their lender. A developer may get a letter of credit through their lender.

Mrs. Vennell stated there is language that can be added to the plat prior to recordation such as “prior to such time as the owner of the subdivision desires to apply for a Town Construction Authorization for the sale of dwelling units all provisions of a Public Works Agreement as outlined (list of these items) shall be applicable”. Mrs. Vennell stated that a note on the plat, such as this, protects the Towns interest and if the land is sold after recordation of the plat, all notes on the plat, would be applicable to all future owners.

Attorney Beste stated that multiple jurisdictions are using the subdivision agreement as a way to move forward in a time when it is difficult for developers to obtain performance bonds and using a subdivision agreement may provide incentive for developers to work with a jurisdiction.

Attorney Beste reported that with regard to liability and exposure to the Town, if the Town were to proceed with a Subdivision Agreement, the assurance would be that the infrastructure would be required to be built per the Towns requirements and regulations. An inspection would occur to verify the installation of the infrastructure has been done per the Towns requirements and regulations. The developer would also be required to obtain all necessary state and county permits and approvals. Attorney Beste commented that if only partial improvements were done and the developer abandoned the project, no construction authorizations would have been issued therefore, the uncompleted project would not be effecting any existing homeowners. The benefit to the Town would be, the improvements which would have been partially completed, would be an incentive to another potential developer. In addition, when a developer is utilizing their own funds to install improvements it is less likely they will leave a project unfinished.

Mr. Nair stated that he is worried that if a developer were to install infrastructure incorrectly and then walk away from the project that this may be a deterrent for a new potential developer and as a result, the land may never be developed. Mrs. Cook-MacKenzie stated, unfortunately, this situation exists under our current regulations. However, she feels that inspections and any required corrections will be done in a more timely manner under this new proposal.

The Planning Commission concurred that they would like staff to pursue this amendment and in doing so they want detailed information regarding the experience of other jurisdictions currently using a subdivision agreement.

-REPORTS-

North East Commons:

Mrs. Vennell reported that she and Mrs. Cook-MacKenzie attended a fast track meeting for the development project known as North East Commons. In addition, the Town will be attending a Cecil County Technical Advisory Committee meeting for this project. The Trammell Crow Company is the proposed developer for this upcoming project. In June the Trammell Crow Company began working to establish this property as an enterprise zone.

Mrs. Vennell reported that the Planning Office has shared some history of this property with the representatives from the Trammell Crow Company. Mrs. Vennell displayed images of other Trammell Crow Company products and a concept plan of the North East Commons site. Mrs. Cook-MacKenzie reported that Cave's Valley will retain ownership of the two or three proposed pad sites shown on the concept plan.

-MISCELLANEOUS-

SYE, LLC

Ms. Duffy inquired about the proposed shopping center between Roger's Road and MD Route 272 and whether the entrance to the shopping center be in line with the Walmart entrance. The proposed concept plan for the shopping center indicates there will be six (6) separate pad sites and the proposed entrance will be directly across from the Walmart entrance as well as from MD US Route 40.

-COMMENTS FROM THE PUBLIC-

None.

-NEXT MEETING-

The next Planning Commission meeting is scheduled for October 2, 2018

-ADJOURNMENT-

With no further business, Mr. Nair made a motion to adjourn at 8:45 P.M. Ms. Duffy seconded the motion and the motion was approved by all.

Respectfully submitted:

Attest:

Lisa Rhoades
Planning and Zoning Assistant

Mark Dobbins
Chairman