



**Meeting Minutes
Town of North Hampton
Zoning Board of Adjustment
Tuesday, March 22, 2010 at 6:30pm
Town Hall**

6

7
8 These minutes were prepared as a reasonable summary of the essential content of the meeting, not as a
9 transcription. All exhibits mentioned in these minutes are a part of the Town Record.

10
11 **Attendance**

12
13 **Members present:** Robert B. Field, Jr., Chair; Richard Stanton, David Buber, and George Lagassa

14
15 **Members absent:** Michele Peckham, Vice Chair

16
17 **Alternates present:** Dennis Williams and Jonathan Pinette

18
19 **Staff present:** Richard Mabey, Code Enforcement Officer/Building Inspector, and Wendy Chase,
20 Recording Secretary.

21
22 **Preliminary Matters; Procedure; Swearing in of Witnesses; Recording Secretary Report**

23
24 Mr. Field convened the Meeting at 6:31pm.

25
26 Mr. Field invited the Board Members and those in attendance to rise for a Pledge of Allegiance and
27 noted that reciting the Pledge of Allegiance is for those who choose to do so and has no bearing on the
28 decision making of the Board or the rights to appear before the Board.

29
30 Mr. Field introduced Members of the Board and explained the Board's procedures.

31
32 Mr. Field seated Mr. Williams for Ms. Peckham.

33
34 Ms. Chase reported that the March 22, 2011 Agenda was posted in the March 7, 2011 Portsmouth
35 Herald, Town Clerk's Office, Town Office, Library and on the Town's website.

36
37
38 **I. New Business-**

- 39 **1. 2011:01 – Deborah S. Schreck, P.O. Box 678, Rye Beach, NH 03871. Property location: 140**
40 **Mill Road; M/L 012-046-000; zoning district R-2.** The Applicant requests a Variance from Article
41 IV, Section 406 for relief from the front yard setback to allow the construction of a house 25-feet
42 from the front property line where 35-feet is required. Property owner: Deborah S. Schreck,
43 Trustee of Deborah S. Schreck Revocable Trust/1999.

44

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45 In attendance for this application:
46 Deborah Schreck and Craig Schreck, Owner/Applicant

47
48 Mr. Field swore in witnesses.

49
50 Mr. Field disclosed that he has had a professional relationship to the property owner's abutters and
51 would gladly recuse himself from Case #2011:01 if the Applicant felt there was a conflict of interest.

52
53 Mr. Schreck and Mrs. Schreck were both present and did not feel it necessary for Mr. Field to recuse
54 himself from their case.

55
56 Mr. Schreck presented his case. He said that he and his family had lived on Chapel Road in North
57 Hampton for thirty (30) years and after selling their house they purchased the property at 140 Mill Road.
58 He said that they plan to raze the existing house and replace it with a new house. He explained that he
59 would like relief from the front setback to build a new house 25-feet from the front setback where 35-
60 feet is required.

61
62 The Board reviewed the original plan submitted by the Schrecks with color coded depictions showing
63 how far the proposed house would be from the front property line. *Secretary's note: the Zoning*
64 *Administrator, Wendy Chase, mistakenly gave Member David Buber the wrong plan so he was not privy*
65 *to the information prior to this Meeting.*

66
67 Mr. Schreck addressed the five (5) criteria of the variance test:

68
69 **1. Would granting this variance be contrary to the public interest?**

70
71 It will not be contrary to the public interest because they will be removing a substandard structure and
72 building a home that is physically and aesthetically fitting with the neighborhood.

73
74 Mr. Field questioned the Warranty Deed submitted by Mr. Schreck as part of the Application. Mr.
75 Schreck explained that the property transferred from Arthur C. Todd, Jr., as Trustee of the Todd
76 Investments Trustee to Theodore S. Richards and Stephane R. Richards on July 19, 2010 and the
77 Schrecks bought it from the Richards' on February 4, 2011 as stated on the Deed.

78
79 **2. Would granting this variance be consistent with the spirit of the ordinance?**

80
81 The spirit of the ordinance is observed because many other structures on Mill Road are within this
82 requirement. Additionally, there is a town right-of-way, as an additional buffer, making the structure 45
83 +/- feet from the road.

84
85 **3. Would substantial justice be done by granting this variance?**

86
87 Substantial justice is done because the reason for this request is that the Planning Board may no longer
88 be able to grant a waiver to allow a structure to be closer to the poorly drained soil than the required
89 50-feet. Therefore, the building envelope must be moved 10-feet closer to the front lot line setback to
90 retain the required 50-foot setback from poorly drained soil.

91
92

93 Mr. Schreck explained that he would like to expand on the existing “footprint” to allow a front porch
94 and a larger garage.

95

96 **4. Would granting this variance result in diminished values of surrounding properties?**

97

98 The values would not be diminished, as we are replacing an obsolete, vacant building, with an
99 environmentally friendly building, which is architecturally consistent, with surrounding properties.

100

101 **5. Would literal enforcement of the provisions of the ordinance result in an unnecessary hardship?**

102

103 Literal enforcement of the provision of the ordinance would result in an unnecessary hardship, as we
104 cannot build this structure outside of the 50-foot buffer of poorly drained soil. The existing structure
105 does conform with the 50-foot setback, but is an old building. In order to build to today’s standards, the
106 Applicants would need this relief.

107

108 Mr. Schreck presented a new plan to the Board; the plan did not have a depiction of the proposed house
109 on it.

110

111 Mr. Lagassa questioned whether or not the el of the proposed building would fit on the existing
112 “footprint” without encroaching in the 50-foot wetland setback.

113

114 Mr. Schreck said that it would.

115

116 Mr. Field said that the Board normally expects a plan showing the “footprint” of the proposed house
117 and an idea of what the house is going to look like to make sure that it is a building that is consistent
118 with the neighboring properties. He asked the Schrecks if they would like to have some time and come
119 back to the Board with a plan that was more precise.

120

121 Mr. Stanton suggested that the Board take a short recess to allow the Schrecks the opportunity to
122 annotate the “footprint” of the building on the copy of the plan originally submitted to the Board with a
123 specific note as to where the corners are from the 50-foot wetland setback, and submit it to the Board.

124

125 Mr. Lagassa said that if the variance is granted it should be conditional upon subsequent receipt of a
126 complete drawing that showed that it would meet all the requirements.

127

128 **Mr. Stanton moved and Mr. Lagassa seconded the motion to take a ten (10) minute recess to allow
129 the Applicant time to draw the proposed “footprint” of the house on the plan.**

130 **The vote was unanimous in favor of the motion (5-0).**

131

132 Mr. Field reconvened the Meeting.

133

134 Mr. Field said that the Board would like to accommodate the Schrecks this evening, but explained that
135 the plan submitted would be part of the permanent record and would prefer that the Schrecks provide a
136 definitive plan depicting a definitive “footprint” of the proposed house and the elevations of the house.

137

138 Mr. Schreck said that he is asking for relief from the front setback requirement and does not think that
139 he needed to provide a copy of the proposed house. He said he did not think it was the Zoning Board’s

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140 job to base their decision on the type of house he intends to build, rather It is the job of the Building
141 Inspector to make sure the proposed house is built according to the approved plan.

142
143 Mr. Field disagreed and said that it is part of the Zoning Board's job to deal with the character of the
144 neighborhood and non-diminution of property values. He said it's an important part of the whole
145 variance process.

146
147 Mr. Stanton asked if it would be sufficient to proceed if the Board uses the Applicant's sworn testimony
148 that the proposed house to be built would not impose into the 50-foot wetland setback, and to include
149 that statement into the written decision letter.

150
151 Mr. Buber asked Mr. Schreck if all of the points of the proposed house depicted on the plan are 50-feet
152 away from the poorly drained soils.

153
154 Mr. Schreck testified that they were and offered the following additional information:
155 • He has approval from NHDES to expand the existing 2-bedroom septic system to a 4-bedroom
156 septic system
157 • He plans to raze the existing house by April 1, 2011
158 • He plans to build a Cape Cod style house (retirement home)on the lot 25-feet from the front
159 setback

160
161 Mr. Field said that it is important for the Board to have certainty with this type of development,
162 particularly since it is near the poorly and very poorly drained soils; there are a lot of wells in the area
163 and a lot of concern for the Little River. He said that it would be much easier for the Board to come to a
164 decision if they had a better plan showing the house and the elevations of the house.

165
166 Mr. Schreck said he provided an elevation of the proposed house and he can demonstrate to the Board
167 that the house will be built away from the poorly drained soils.

168
169 Mr. Field opened the Public Hearing for those in favor of the variance request. There was no public
170 comment.

171
172 Mr. Field opened the Public Hearing for those either in opposition of the variance request, or would just
173 like to bring out evidence/comment in regard to the variance request.

174
175 **Joseph Weglowski, 138 Mill Road** – said that he directly abuts the subject property and would like to
176 see a nice house built there, but would also like to see that the Zoning Ordinances are complied with.
177 He said that he cannot object or approve to what is being proposed because he doesn't know what is
178 being proposed. He said that it's only fair to the abutters and to the Town for Mr. Schreck to provide a
179 plan showing the building on the lot and the house that is going to be built. He said that the plan should
180 show the "footprint" of the proposed building and how it sits on the lot. Mr. Weglowski said that after
181 examining the plan he feels that the house will be 25-feet from the setback, but the proposed porch will
182 invade the 25-feet by 6 or 7 feet. He also voiced concern on the proposed garage and driveway; the
183 picture did not mirror the plan. He questioned the 2-bedroom septic approval.

184
185 Mr. Field explained that Mr. Schreck has a 4-bedroom septic approval and plans to build a 2-bedroom
186 house while retaining the right to increase it to a 4-bedroom house by converting the family room into
187 bedrooms.

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188 Mr. Stanton explained that the proposed porch would not encroach into the 25-foot setback; the porch
189 would begin at that 25-foot point. He said that Mr. Schreck testified to that.

190

191 Mr. Weglowski commented that the proposed plan is very confusing and does not show that the porch
192 will start at the 25-foot setback.

193

194 Mr. Stanton asked if Mr. Weglowski was opposed to the Board giving the 10-foot relief if the house was
195 going to start at the 25-foot line. Mr. Weglowski said that he could not answer the question and agreed
196 with Mr. Field that the proposed plan is going to be part of the record. He said that he cannot comment
197 because he does not have enough information.

198

199 **Rich Skowronski 142 Mill Road** – said that he was not speaking in favor or in opposition of the plan
200 being proposed, but after reviewing the plan he does not have a clue as to what is being proposed.

201

202 Mr. Field asked what Mr. Skowronski's professional skill was and he answered that he is an Engineer and
203 has been dealing with drawings and plans for thirty-five (35) years.

204

205 Mr. Schreck said that he is asking for relief of 10-feet from the property line, and if granted, he would
206 have the plan reengineered.

207

208 Mr. Field explained to Mr. Schreck that if he wanted the Board to vote on the variance request tonight
209 and it fails, under the zoning procedures, he could not come back to the Board with a similar plan and
210 ask for a variance. He said that Mr. Schreck could request a continuance and come back to the Board
211 with a more complete plan where the same five members would be seated on the case.

212

213 Mr. Schreck requested a continuance to the next ZBA Meeting.

214

215 **Mr. Stanton Moved and Mr. Lagassa seconded the Motion to continue case #11:01 to the April 26,**
216 **2011 Meeting to allow the Applicant to supply more precise information for Board consideration.**

217

218 Mr. Field explained that the case is continued and Mr. Schreck would not need to re-notify the abutters.

219

220 Mr. Skowronski asked if the new plan will be available at the Town Office for review. Mr. Schreck said
221 that he would submit a new plan next week, and will drop off a copy to the abutters at their houses.

222

223 The Board agreed that they would like the submitted site plan to show the footprint of the proposed
224 building precisely located on the plan, and to draw a parallel line to the poorly drained soil across the
225 entire site plan, so that the Board can see that the building and any impervious surfaces do not encroach
226 into the 50-foot wetland setback.

227

228 **The vote was unanimous in favor of the Motion (5-0).**

229

230 **Mr. Buber Moved and Mr. Stanton seconded the Motion to recess for ten (10) minutes.**

231 **The vote was unanimous in favor of the Motion (5-0).**

232

233 Mr. Field reconvened the Meeting.

234

235 **Minutes**

236
237 **January 25, 2011** – At the request of Chairman Field Mr. Buber was asked to review the Meeting’s video
238 recording and add information regarding discussion of the “Services Agreement”.

239
240 **Mr. Buber read the suggested additions to lines 543.**
241 **Mr. Buber Moved and Mr. Williams seconded the Motion to add the suggested information.**
242 **The vote was unanimous in favor of the Motion (5-0).**

243
244 **Mr. Buber Moved and Mr. Lagassa seconded the Motion to insert his suggestions on line 551.**
245 **The vote was unanimous in favor of the Motion (5-0).**

246
247 **Mr. Buber Moved and Mr. Lagassa seconded the Motion to add his suggestions on line 555.**
248 **The vote was unanimous in favor of the Motion (5-0).**

249
250 **Mr. Buber Moved and Mr. Williams seconded the Motion to accept his change to line 558.**
251 **The vote was unanimous in favor of the Motion (5-0).**

252
253 **Mr. Buber Moved and Mr. Lagassa seconded the Motion to accept typographical error corrections**
254 **regarding the Horne Case.**
255 **The vote passed in favor of the Motion (4 in favor, 0 opposed and 1 abstention). Mr. Field abstained.**

256
257 **Mr. Stanton Moved and Mr. Williams seconded the Motion to approve the January 25, 2011 Meeting**
258 **Minutes as amended.**
259 **The vote was unanimous in favor of the Motion (5-0).**

260
261 **February 22, 2011** – typographical error on line 141 was corrected.
262 **Mr. Buber Moved and Mr. Lagassa seconded the Motion to approve the February 22, 2011 Meeting**
263 **Minutes as amended.**
264 **The vote passed in favor of the Motion (4 in favor, 0 opposed and 1 abstention). Mr. Stanton**
265 **abstained.**

266
267 **Chairman Field ruled to table the March 9, 2011 Meeting Minutes until Ms. Peckham and other**
268 **Members who were present at that Meeting are in attendance to vote on them.**

269
270 **Other Business**

271
272 **Code of Ethics Committee report** – Mr. Lagassa reported that the Code of Ethics Ad hoc Committee
273 agreed to meet in April since there is no urgency to finalize the “Code” because it will not be placed on
274 the May ballot. He said he will have more to report to the Board at the April 26th Meeting. Mr. Lagassa
275 said that they are tasked by the vote of the May 2010 Town Meeting to produce a Code of Ethics. The
276 Board agreed to continue to include the topic on the Agenda.

277
278 Mr. Field said that he was going through the State Statutes regarding Special Exceptions and Variances
279 granted for reasons of disability and how they expire when the need of the help for the disabled is no
280 longer present. He had asked Mr. Mabey to look into the variance that was granted on an Ocean
281 Boulevard residence and asked what the status was on that case.

282

283 Mr. Mabey explained that the Variance granted on that property was a “straight up” Variance to
284 wetlands setback and was not approved based on the RSA dealing with the disabled.

285
286 Mr. Field explained to the Board that there is a provision in the RSAs that a Variance or Special Exception
287 may be granted for reasons of a physical or mental disability and it can be conditioned within the
288 approval to expire when the individual with that disability no longer resides there or it is no longer
289 needed.

290
291 **Administrative Services Agreement**

292
293 Mr. Field reported that he and Mr. Buber met and incorporated the suggested changes made by Mr.
294 Buber and other Board Members to the proposed Administrative Services Agreement and then met with
295 Mr. Fournier. He said that Mr. Fournier objected to very few points with the “Agreement”. He said that
296 Mr. Fournier informed them that the Select Board had met and construed the “Agreement” to mean
297 that the ZBA would direct the Building Inspector to take enforcement actions. Mr. Field said that the
298 State Statutes provide that the Select Board has that authority; not the ZBA. He said that the ZBA
299 doesn’t want to direct the Building Inspector to take enforcement action; they want information about
300 cases where the Board has put conditions on approvals in order to alert the Select Board if enforcement
301 is deemed necessary. He also said that they were informed by Mr. Fournier that the Select Board wants
302 a “two page” document. He said that the ZBA wants a document that sets forth the relationship
303 between the ZBA and the people providing the services to the ZBA.

304
305 Mr. Field characterized the Meeting with Mr. Fournier as a very positive Meeting. Mr. Fournier
306 suggested that changes be made to the job description to include tasks that are included in the “Services
307 Agreement” such as coordinating with channel 22 and recording decision letters. He asked that the
308 Board review the “Agreement”, iteration #6, dated March 15, 2011, so that it can be forwarded to Mr.
309 Fournier to present it to the Select Board for further discussion with a goal to have something in place
310 by the end of April.

311
312 Mr. Buber agreed that it was a positive Meeting with Mr. Fournier and that he reiterated his support for
313 the “Services Agreement”. He said that there are some misunderstandings of what the ZBA is
314 attempting to do and if the Board votes in favor of the document it would be beneficial to meet with the
315 Select Board to discuss some of the misunderstandings.

316
317 Mr. Lagassa pointed out a typo in the first paragraph where the month was omitted. Mr. Field will make
318 the correction.

319
320 Mr. Lagassa questioned the “fees and assessments” portion of the document and questioned whether
321 or not the current accounting was handled this way or if a new policy would be established.

322
323 Mr. Field said that that would be worked out with the Town Administrator. He pointed out the
324 Statutory reference under “fees and assessments” that allows the ZBA to collect fees that are separate
325 from the Town’s General Fund.

326
327 Mr. Field explained that if for some reason the Board of Selectmen decided not to fund the ZBA
328 anymore because of a disagreement, the Zoning Board would have to generate revenue and keep it in
329 an account separate from the Town’s General Fund.

330

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331 Mr. Lagassa questioned Point #5 – Confidentiality; matters of Privilege, and why there would be an
332 issue.

333
334 Mr. Field said that the ZBA has to make sure the support staff maintains the confidentiality of a
335 privileged session. He is concerned with pressure being put on the ZBA’s administrative staff, who might
336 be privy to privileged information, revealing that information to the other Boards or Officials in Town.

337
338 Mr. Stanton said that there may be times when the ZBA would want to hire their own Legal Counsel and
339 under the Statute the Board has the authority to do so and to charge the Applicant for those legal fees.
340 He said that it may be a good idea to set up an account separate from the Planning Board to keep track
341 of revenue the ZBA takes in with Applications.

342
343 Mr. Stanton commented that he did not think it necessary to send notice between the parties by
344 certified mail as stated in the “Agreement”.

345
346 Mr. Field commented that “notice” is different than “communication”, and that there are very few
347 instances within the “Agreement” where “notice” is required.

348
349 Mr. Stanton said he didn’t have a good understanding of why the “Agreement” needs to be done. He
350 suggested a Memorandum of Understanding be drafted instead to make both “parties” aware of what
351 the expectations are. A memorandum would be a less formal approach.

352
353 Mr. Field said that he has dealt with Memorandums 200 pages long, and that they are enforceable
354 agreements.

355
356 Mr. Stanton commented on the paragraph addressing Performance Concerns/Complaints and said that
357 these issues are already addressed under the Town’s Personnel Policy and RSA 91-A.

358
359 Mr. Field said that RSA 91-A has been abused in the past and this section of the Agreement is directed to
360 address that issue so that the abuse of 91-A hopefully never occurs again. Mr. Stanton said that the
361 paragraph is directed on Mr. Field’s perception of abuse to 91-A in a previous incident. Mr. Field agreed
362 that such example was one of the precipitation catalysts.

363
364 Mr. Field said that the ZBA does not have disciplinary powers and that the “Agreement” allows the
365 Board to discuss any complaint issues with the Town Administrator. Mr. Stanton said that they did not
366 need an “Agreement” to accomplish that.

367
368 Mr. Field said that the “Agreement” is intended to encourage private individuals in this Town, with
369 talent, to serve on Boards, particularly the Zoning Board.

370
371 Mr. Lagassa agreed with the suggestion of a Memorandum of Understanding. He mentioned Mr.
372 Wilson’s comment in his letter to the Board that the “Agreement” is a bit more formal and “legalistic”.
373 He said that the “Agreement” may be going a little too far and creates the sense that there is inherent
374 animosity between the Board of Selectmen and the Zoning Board, and he doesn’t agree with that. He
375 said that there are good ideas in the “Agreement” but the good ideas don’t have to be achieved in such
376 a legalistic fashion.

377

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378 Mr. Stanton said that there is an established procedure where if he had a complaint against another
379 Board Member or they had one against him that they would go to the Select Board. He said that Board
380 should move away from the legalese concerning the "Agreement".

381
382 Mr. Williams agreed with Mr. Stanton and said that the minute people start to talk about legal issues
383 they become very cautious.

384
385 Mr. Buber said that a Memorandum of Understanding does not have less contractual weight than a
386 service agreement. He said that there have been six (6) drafts over a four (4) month period and a lot of
387 time and effort has been put into them. He said it is disappointing that there is only one more Board
388 Meeting between now and the May Election and the Board is essentially back to where they were in
389 June. He said there were many changes made, per Mr. Fournier's suggestions, resulting in the 6th draft.

390
391 Mr. Lagassa said that he is not sure the Select Board will approve the document but is supportive of Mr.
392 Field moving forward by proposing it to them. He said the intent of the "Agreement" is right, he just
393 thinks it will create animosities rather than cooperation.

394
395 Mr. Field said that this is a legal document and feels that there should be a legal relationship between
396 two independent bodies, with consequences and obligations between those two bodies. He said that he
397 and Mr. Buber had been advised on two occasions that the Select Board doesn't want a legal document.
398 He said the suggestions from Mr. Fournier have been very constructive and have been helpful, but has
399 heard nothing from the Board of Selectmen as to the specifics of where the document does not meet
400 their expectations.

401
402 Mr. Buber said that Mr. Fournier was in support of the "Services Agreement" at the January Meeting
403 and again at the Meeting with him and Mr. Field on March 15th.

404
405 Mr. Field asked the Members if there was anything in the "Agreement" of substance that they did not
406 agree with.

407
408 Mr. Stanton said that the document sets a "tone". He said that it is a legal agreement between the ZBA
409 and the Select Board; Boards that have gotten along for hundreds of years, amicably. He said he is in
410 disbelief that the ZBA needs this legal document at this time. He said it is setting up a relationship in a
411 Town that should try to work together rather than putting a legal document between the ZBA and the
412 Board of Selectmen.

413
414 Mr. Field said that it's now different because the ZBA is now independent. He asked Mr. Stanton how
415 this contract is different from other Town contracts, i.e. the contract with the Fire Department.

416
417 Mr. Stanton said that if the ZBA enters into a contract with the Select Board then other Boards such as
418 the Planning Board, Budget Committee and School Board may end up with contracts with the Select
419 Board, and then the Town is saturated with legal agreements. There is no problem now, and if there are
420 problems in the future, they can be worked out by sitting down together and talking it out.

421
422 Mr. Field said that there were perceived problems a couple of years ago involving the relationship
423 between the ZBA and the Select Board and as Larry Miller has stated, they wanted the ZBA to be
424 independent because they wanted land use regulation to be independent of politics.

425

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426 Mr. Buber said that if he wrote a Memorandum of Understanding it would include most of what is in the
427 proposed "Services Agreement".

428
429 Mr. Stanton said that the "Agreement" contains procedures for handling complaints and privileged
430 information that should be inherent in a person's position; if the ZBA has a Meeting with Counsel -
431 everyone is aware that the information stays with the Board.

432
433 Mr. Field said not everyone is aware of that, and if they are, they don't respect that distinction; it has
434 been replete in Town Government for the past 10 years.

435
436 Mr. Field said that the Select Board has reviewed the document on at least two occasions. Mr. Stanton
437 said they were included in the E-Mail sent by Mr. Field with the document attached.

438
439 Mr. Field said for the Select Board to meet in closed door session on a public document that hasn't been
440 submitted for review by the ZBA nor reviewed by the ZBA is an awkward way to approach the
441 negotiations. "We've tried to keep the process public".

442
443 **Mr. Lagassa Moved and Mr. Buber seconded the Motion to approve this document (Revision 6) and**
444 **bring it forward to the Board of Selectmen.**

445
446 Mr. Field said that he would liked to be authorized to present the 6th draft document, corrected to
447 include the month space, to submit to Mr. Fournier with the request that he arrange a Meeting with the
448 Select Board, himself and Mr. Buber and bring back information to the Board for the April Meeting.

449
450 Mr. Lagassa assumed that the Select Board would hold a public meeting for anyone to attend.

451
452 Mr. Field said that he assumed the Select Board would like to discuss the document in public. He said
453 the idea is to go before the Select Board and get a response from them by April so that that Select Board
454 and the ZBA could approve it; if it's going to be approved during the current Electoral year.

455
456 **The vote passed in favor of the Motion (4 in favor, 0 opposed and 1 abstention). Mr. Stanton**
457 **abstained.**

458
459 **Mr. Buber Moved and Mr. Lagassa seconded the Motion to adjourn at 9:50pm.**
460 **The vote was unanimous in favor of the Motion (5-0).**

461
462 Respectfully submitted,

463
464 Wendy V. Chase
465 Recording Secretary

466
467 Approved April 26, 2011

468 1

469
470 Meeting Minutes
471 Town of North Hampton
472 Zoning Board of Adjustment
473 Tuesday, January 25, 2011 at 6:30 pm
Town Hall

ZBA Meeting Minutes

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Suggested additions and changes to the above referenced minutes recommended by Board Member David Buber, Tuesday, March 22, 2011.

Line 543: Add after the word “Town”: ...”and Mr. Fournier assisted in that process. Mr. Field further stated that the Planning Board has sought an Agreement for eight years and they do not have one”.

Line 551: Insert the following:

Mr. Field stated when going through the Services Agreement process, he and Phil Wilson realized the large amount of work, or the “multi-tasks”, Mrs. Chase does and that the ZBA will hear from the Town “what works and doesn’t work” upon seeing her contract.

Line 555: Insert the following:

Mr. Field further stated that according to RSA 673:16 he believed there is a broad power for a land use board to acquire the services that it needs and to impose a cost to it. But to be practical, the services we are provided are fine with some definition and it is up to the Town to see that its ordinance is administered properly. In his opinion, the ZBA would look to the Town in the first instance, but it seemed to him that the ZBA had independent authority.

Ms. Peckham expressed her concern that the ZBA doesn’t have a copy of Ms. Chase’s contract and that she was worried about how the ZBA’s contract would affect Ms. Chase’s current contract.

Mr. Field said that the ZBA is only speculating on Ms. Chase’s contract. We don’t know, because we haven’t seen it.

Mr. Lagassa asked if other than the contract that is being referred to, is there anywhere else where there is a contractual agreement, and stated that he thought codifying was a good idea.

Mr. Field stated there was no evidence of a contract – perhaps verbal agreements.

Mr. Lagassa questioned Mr. Field whether there was an implication that perhaps the Planning Board and ZBA should have more involvement in the day-to-day supervision of those employees.

Mr. Field stated: “No, quite the contrary”.

Mr. Buber said that it was quite clear to him last spring that this Board authorized the Chair to proceed in discussions with Mr. Fournier regarding a Services Contract and he didn’t believe there was any dispute or debate about that. Ultimately, Mr. Fournier provided, and Mr. Buber believed Mr. Fournier agreed, that a Service Contract would be in order, and Mr. Fournier provided information along those lines to the Chair. The Chair took that information, and information gathered from Mr. Wilson, and put it together in this draft copy. Mr. Buber further stated that after reading the draft, he felt that from his viewpoint, all of the duties and tasks cited were currently being performed by Wendy. He further stated that he thought the Board does want a Services Agreement.

Mr. Stanton replied: “Don’t assume that, because I don’t see the necessity at all.”

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522 Mr. Buber and Mr. Stanton registered disagreement with each other as to what the Board had
523 authorized the Chair to do regarding the Services Agreement. Mr. Buber suggested the Board bring the
524 issue to a head tonight and have a vote to resolve it.

525

526 Mr. Buber asked the Chair if Mr. Fournier, who was in attendance in the audience, could be recognized
527 to speak before the Board.

528

529 **Line 558:** Insert after the words "Town Administrator" and change to read: ..." both the Zoning
530 Administrator and the Code Enforcement Officer/Building Inspector report to the Town Administrator;
531 the Select Board does the hiring and firing."
532