

**Town Of Seabrook
Board of Adjustment
April 24, 2019**

Members Present: Jeffrey Brown, Dr. Robert Lebold, David Davidson, Teresa Rowe-Thurlow, Phillip Howshan, Robin Fales, CEO Paul Himmer, and Secretary Lacey Fowler.

Not present: Michael Lowry.

Jeff Brown opens meeting at 7:00 PM and explain procedures and where the notice of meetings have been posted.

Roll Call

Minutes

Minutes from March 27, 2019.

Motion: P. Howshan

To accept the minutes as written.

Second: D. Davidson

Yes: Brown, Rowe-Thurlow, Fales

Abstain: Lebold

Old Business

Case #: 2018-013: Patricia Degan, Off Cross Beach Road, Map 25 Lot 17, 18, 19, for a variance to the terms of Section 6 Table 1 and asks that said terms be waived to permit: The construction of one residential structure on a lot without sufficient road frontage on Town Road in Conservation Zone 4 & Beach Conservation Zone 3.

Mary Ganz has sent a letter in requesting the case be moved to May's meeting. The board approves the request.

Motion: R. Lebold

To grant request with condition that applicant repaying for advertisement and abutters.

Second: T. Rowe-Thurlow

Unanimous

Request for Rehearing brought forth by John G. Cronin ESQ., to reconsider the Zoning Board of Adjustment's decision to deny an administrative appeal in regards to Seabrook Planning Board case 2018-009.

Dr. Lebold addresses the board and states that the board has two options to consider. The first being that they can deny the request for rehearing doing this would allow the applicant to consider the Superior Court. There, we will offer our minutes and video recordings of the discussion covering both sides of the Planning Board's decision to approve the proposed use. We voted to support the Planning Boards decision. The second is that they could grant the applicant a rehearing where we will rehash some of the same or similar arguments for and against.

Brown asks if there are any discussions from the board.

Scott Mitchell introduces himself and speaks briefly on his background in real estate within the Town of Seabrook. He states that he has never seen a variance granted without an intended use being listed.

**Town Of Seabrook
Board of Adjustment
April 24, 2019**

Brown states that is not true.

Mitchell brings up a previous case where Sam's club had asked for a gas station on Batchelder Road and the room was filled with abutters. He believes the board was hoodwinked. He worked with the board to craft the ordinance. He states that he owns the Provident Bank and is an abutter to this case and if the original applicant had stated that they were going to put in a gas station he would have been there at that meeting. He suggests the case get sent back to the Zoning Board and have the notices sent out correctly and give abutters the chance to speak on the application.

Brown states that even if the board knew it was going to be a gas station they could not deny the variances due to the fact it was a gas station. Most variances that are commercial or retail establishments are approved not knowing what is going into the location. The Planning Board approves development without knowing who the tenants are.

Mr. Mitchell states that he has never seen one case where the intended use was not listed.

Brown states that a Target was approved by the Planning Board and a Wal-Mart ended up going into that location. The decision was not about the original variance, it was whether or not the Zoning Board was going to overturn the decision made by the Planning Board.

Mitchell continues to stress the importance of intended use. He says that abutters would have been here at the meeting to speak against it.

Motion: Dr. Lebold To have a discussion on the matter.
Second: P. Howshan
Unanimous

Motion: Dr. Lebold To deny the request for a rehearing.
Second: P. Howshan
Unanimous

Case #: 2019-001: OSJ of Seabrook LLC, 272 Lafayette RD, Map 9 Lot 49-10, for a variance to the terms of Section 13 Sub-section 200 and asks that said terms be waived to permit: Additional height and area of a free standing sign in Commercial Zone 2.

John Arnold, representing OSJ of Seabrook LLC., has requested to withdraw this case from the meeting and not move forward. The board briefly discusses why they withdrew. Applicants decided to go with a sign that does not require the variance. The board approves the request.

New Business

Case #: 2019-005: Raymond Straiton, 325 Lafayette Road, Map 9 Lot 240, for a variance to the terms of Section 6 Table 1 and asks that said terms be waived to permit: Gym use in Commercial Zone 2.

**Town Of Seabrook
Board of Adjustment
April 24, 2019**

Mr. Raymond Straiton represents Planet Fitness Corporate in Hampton, and they have agreement with Kohls. Kohls is downsizing and this leaves an opportunity for Planet Fitness to get into community. Straiton explains they will be adding Planet Fitness to the existing Kohl's sign.

Rowe-Thurlow asks if it is going inside of Kohl's.

Straiton says that the left hand side will be Planet Fitness.

Howshan asks about separate entrances and locker rooms and facilities. He also asks about hours of operation.

Straiton explains that Planet Fitness will be going on the left side of Kohls and will have its own entrance. It will have locker rooms and facilities and will be open 24/7.

Brown asks if anyone would like to speak in favor or against. No one approaches.

Brown & Dr. Lebold clarify that Planet Fitness is there because the use "Gym" is not listed in the zoning ordinance.

	T. Rowe-Thurlow	R. Lebold	D. Davidson	R. Fales	P. Howshan
1.	Yes	Yes	Yes	Yes	Yes
2.	Yes	Yes	Yes	Yes	Yes
3.	Yes	Yes	Yes	Yes	Yes
4.	Yes	Yes	Yes	Yes	Yes
5.	Yes	Yes	Yes	Yes	Yes

Motion:P. Howshan

To accept the variance as requested.

Second: R. Lebold

Unanimous

Brown states that there is an informal request that has been brought to the board. There is a request for an interpretation of whether we have jurisdiction over a matter.

Jim Scali, resident of Salisbury, approaches the Board. He says he is interested in 1 Walton Road. He speaks on the permitted use of Guest House in zone 6M. The building is currently being used by the woman who owns it, as a mortgage broker and real estate agent.

Mr. Scali reads the definition of a Guest House that is defined in the Zoning Ordinance. The definition is listed in the Zoning ordinance as: House, Guest or Rooming: A building in which bedrooms are rented to semi-permanent guests whose meals, when consumed on the premises, are prepared only by the proprietor or his employees.

Rowe-Thurlow asks if that is similar to a bed and breakfast or a boarding house.

Scali says that he has looked up both the definition of semi-permanent and meals.

**Town Of Seabrook
Board of Adjustment
April 24, 2019**

He explains he would like to rent out rooms to people looking for temporary living options. That he wants to rent to professionals.

Brown states that they cannot get into what he intends to do. He is confused on why he is approaching the Zoning Board about this.

Scali says that he wanted clarification on semi-permanent guests and prepared meals. He states the building inspector sent him to both the Planning Board and Zoning Board. He didn't know if his guests would be allowed to order a pizza or bring in chips. He defines meal as food served and eaten that is prepared and served by. He doesn't want a kitchen in this place.

Howshan asks him how many rooms he intends to have and about parking.

Scali says he would have 5 rooms and that the space currently has 15 parking spots and off street parking.

Brown asks why it is being brought to Zoning if it is an allowed use. He reiterates that it is an allowed use but if he does go through with it and if a complaint is made and you are found that you are not in compliance you will be cited by the Building Inspector. He states the risk involved.

Scali says the he would have a manager at the property. He is not exactly sure what he is going to do yet. Paul Himmer says that currently the way he is interpreting the zoning; meals have to be prepared by a manager. He wants clarification that he can rent rooms out without supplying meals.

Brown states that the Planning Board defined rooming/Guest House. Hypothetically, if he is a tenant and not permanent, cannot have meals brought into in. The meals have to be prepared at the rooming house. Having food delivered is technically not food prepared by the owner of the building. Strict definition states owner has to prepare meals.

Rowe-Thurlow states that if it is a temporary residence, tenants wouldn't be allowed to use it as a legal residence. Tenants will not be able to register cars there. Brown states that the definition is very specific. The court would have to determine what the definition means. Mr. Scali would have to accept the risk if he was to move forward.

Mr. Scali thanks the board for their time.

Brown states that it has been brought to his attention about a request from FW Webb to have an 8' fence on their property. He states that the Zoning board has no authority on that because it is not in the Zoning Ordinance. Rowe-Thurlow points out that it is commercial property. The board agrees that it has no jurisdiction on the matter.

Motion: Dr. Lebold

To adjourn meeting @ 7: 38 PM

Second: T. Rowe-Thurlow

Unanimous

Signed: _____
Jeffrey Brown, Chair