

City of Portsmouth
Zoning Board of Adjustment
Attn: David Rheume, Chairman
1 Junkins Avenue
Portsmouth, NH 03801

RE: Variance Application of 268 Dennett Street – Real Estate Impacts to 276 Dennett Street

Dear Chairman Rheume,

This letter is in regards to the variance application submitted by Michael Petrin of 268 Dennett Street for the Zoning Board of Adjustment Meeting scheduled for May 26, 2020. The purpose of this letter is to highlight the adverse effects granting this variance would have from a real estate perspective to the property at 276 Dennett Street, the adjoining property. The adverse effects described below are based upon my 17 years of practicing real estate in the Seacoast Region. By passing such a variance for the proposed renovations using 0' setbacks, 276 Dennett Street would be impacted in the following ways:

- Given the proposed height of 268 Dennett using a 0' setback, this structure would tower over 276 Dennett blocking the natural light and reduce air flow to the western side of the house and side yard.
- The proposed deck is a safety hazard to 276 Dennett Street because of the risk of dropped objects off of the deck that could injure a child or adult that is in the side and or back yards.
- The renovation would make any expansion to the eastern side of the home at 276 Dennett impractical due to the proximity of the proposed structure at 268 Dennett Street.

If this variance were to be approved, it is my professional opinion the proposed building at 268 Dennett Street, as described within their application, would decrease the value of 276 Dennett Street and make it a less desirable home.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Levine'.

Jeffrey E. Levine | REALTOR®
Bean Group Real Estate



SHAINES & McEACHERN, PA
Attorneys at Law

May 26, 2020

City of Portsmouth
Zoning Board of Adjustment
Attn: David Rheume, Chairman
1 Junkins Avenue
Portsmouth, NH 03801

Re: Petition of Michael Petrin for property located at 268 Dennett Street

Dear Chairman Rheume:

On behalf of my clients, Craig Steigerwalt and Anne Shiembob, owners and residents of 276 Dennett Street, Portsmouth, NH, please find their Memorandum in Opposition to the Petition of Michael Petrin for variances for property located at 268 Dennett Street for the Board's consideration, in connection with this evening's Public Hearing on the Petition.

Respectfully submitted,

Alec L. McEachern

Cc: Craig Steigerwalt and Anne Shiembob
Derek R. Durbin, Esq.

Attachment

CITY OF PORTSMOUTH
ZONING BOARD OF ADJUSTMENT
PETITION OF MICHAEL PETRIN
FOR PROPERTY LOCATED AT 268 DENNETT STREET

MEMORANDUM OF CRAIG STEIGERWALT AND ANNE SHIEMBOB
IN OPPOSITION TO PETITION OF MICHAEL PETRIN

NOW COME Craig Steigerwalt and Anne Shiembob of 276 Dennett Street, Portsmouth, NH, by and through their counsel, Shaines & McEachern, P.A. and state as follows:

Introduction.

The petitioner seeks variances to allow him to enlarge his nonconforming structure at 268 Dennett Street by doubling its height within the side setback from approximately 16' to 37'. This Petition should be denied because the petitioner has failed to establish all the statutory elements necessary to obtain the variances under RSA 674:33, I (a) (2).

The petitioner cites the existence of an 8' maintenance easement on the property of Craig Steigerwalt and Anne Shiembob at 276 Dennett Street, as justification for enlarging his nonconforming structure. The applicant's reliance on this easement is misplaced as the explicit language of the easement deed and the written negotiations that created it demonstrate that the easement is limited to the purpose of maintaining the petitioner's building in its existing two-story condition.

Even if the petitioner obtains the requested variances, it is the position of Mr. Steigerwalt and Ms. Shiembob that the petitioner still has no legal right to enter upon their property to construct the proposed building under the existing maintenance easement and any arguments made in this proceeding are made without prejudice to this position.

Background.

Craig Steigerwalt and Anne Shiembob, husband and wife, reside at 276 Dennett with their 2 year old son and are currently expecting their second child. Mr. Steigerwalt and Ms. Shiembob purchased 276 Dennett in January 2017, from Stewgood, LLC, which owned both 268 Dennett and 276 Dennett. When Mr. Steigerwalt and Ms. Shiembob purchased 276 Dennett, a portion of the petitioner's building encroached onto 276 Dennett. As part of their purchase of 276 Dennett, Mr. Steigerwalt and Ms. Shiembob granted easements to Stewgood, LLC. *See* Easement Deed attached hereto as Exhibit A.

The Easement Deed gave Stewgood, LLC, as owner of 268 Dennett, "[a] perpetual easement and right to continue the encroachment of that portion of the Grantee's building situated on the Grantor's property, as it currently exists (hereafter the "Building")." *See* Ex. A at ¶ 1.

The Easement Deed also provided Stewgood, LLC with “[a] perpetual easement and right, for ingress, egress and access, on and over Grantor’s property an area extending eight feet (8’) out from the exterior wall of the Building for the purpose of inspecting, maintaining, repairing and/or improving the Building in its present location and without increasing the encroachment (the “Maintenance Easement”). *See* Ex. A at ¶ 2.

As used in the Easement Deed, the term “Building” is a defined term. As defined in the Easement Deed, the term “Building” means the applicant’s building as it then existed - two stories tall.

In negotiating the Maintenance Easement in December 2016, counsel for Stewgood, LLC (Douglas Macdonald) and counsel for Mr. Steigerwalt and Ms. Shiembob (Alec L. McEachern) both clearly understood that its purpose was limited to maintaining the existing two story structure as evident from the following e-mail exchange:

[Attorney McEachern to Attorney Macdonald]

Doug:

Thank you. I have shared with my clients and they have questioned why the easement needs to be 12” wide. Does your client have a rationale he can offer in support of the 12’?

Alec

[Attorney Macdonald to Attorney McEachern]

Hi Alec- In reviewing it I thought that 6’ back would be safe for an extension ladder or anything that would allow access to a 2nd floor/roof. If you think it’s excessive, would 10’ work? I meant to mention that to you in my email – sorry for the oversight. Let me know. Thanks --Doug

[Attorney McEachern to Attorney Macdonald]

I’m not a ladder expert but my clients say that you need 1’ of ground for every 4’ of elevation in setting a ladder. The house there has a flat roof and is 2 stories and is probably 18-20’ max so you need about 5’ to set the ladder and give it another 3’ to walk around behind it so how about 8’ for the easement?

See, E-mail communications of Alec L. McEachern and Douglas Macdonald, dated December 9-12, 2016, attached hereto as Exhibit B. Based on this common understanding, the Maintenance Easement was set at 8’.

As made clear by the explicit language of the Easement Deed and the parties' negotiation of that document, the Maintenance Easement is limited to servicing the building in its existing two story condition and the petitioner consequently has no right to utilize the Maintenance Easement to enlarge his existing structure above the current building height.

By deeds recorded on July 20, 2017, Stewgood, LLC and Mr. Steigerwalt and Ms. Shiembob eliminated the encroachment of the Building onto 276 Dennett by conveying portions of their properties to each other in a land swap.

On August 29, 2017, the petitioner purchased 268 Dennett from Stewgood, LLC.

Zoning Provisions.

The Petitioner seeks variances from Section 10.321 and Section 10.521 to enlarge his nonconforming structure within the side setback by doubling its height, while providing 0' setback.

Section 10.321 prevents the extension, reconstruction or enlargement of nonconforming buildings unless the proposed action conforms to all existing regulations. This provision furthers the general policy goal of zoning ordinances "that if nonconforming uses are restricted as to change, expansion, or alteration, they will lose vitality and ultimately will expire." *Granite State Minerals v. Portsmouth*, 134 N.H. 408, 413-14 (1991).

Section 10.521 prevents the construction of any building or structure within ten feet of a property's side property line. The intent of this provision is, among other things, to ensure adequate light and air to abutting property owners and to reduce fire risks. 15 P. Loughlin, *New Hampshire Practice: Land Use Planning and Zoning*, § 29.20 (Lexis Nexis Matthew Bender).

Variance Criteria.

Granting the variances will be contrary to the public interest and will violate the spirit of the ordinance.

Granting the variances will violate the basic objectives of the zoning ordinance by allowing the petitioner to double the size of his nonconforming structure directly at the property line of 276 Dennett, which will have a significant negative impact on 276 Dennett's access to light and air. It will also introduce a significant new safety hazard in the form a rooftop deck directly adjacent to 276 Dennett's side and rear yard, such that any object blown, dropped or knocked from the petitioner's proposed deck may land on the property of 276 Dennett, some 20' below. The reconfiguration of the petitioner's roof will also alter the existing roof runoff pattern and will cause an increase in roof runoff at the property line.

In his Narrative Statement, the petitioner addresses the "public interest" and "spirit of the ordinance" elements of the variance criteria by claiming that the Maintenance Easement is the functional equivalent of having an 8' building setback and further claiming that his more than doubling of the building's height at the property line will have no impact to the light, air and space of 276 Dennett.

Even if the Maintenance Easement allowed for the construction of additional stories on top of the existing two story structure, it would in no way serve as the functional equivalent of a setback, because it does nothing to ameliorate the loss of light and air that 276 Dennett will suffer from more than doubling the structure's height directly at the property line, nor will it ease Mr. Steigerwalt's and Ms. Shiembob's concerns that they or their children may be harmed by objects that could drop off the petitioner's deck. Allowing structures to be built right to the property line at the requested height will change the essential character of the neighborhood by eliminating viewsapes that currently exist between properties, both at ground level and toward the sky.

Granting the variances will not do substantial justice.

In assessing whether granting the variances will do substantial justice under the test set forth in *Malachy Glen Assocs. v. Town of Chichester*, 155 N.H. 102, 109 (2007) (whether any loss to the individual is outweighed by a gain to the general public), it's apparent that the petitioner has failed to articulate any loss in the event he's not allowed to enlarge his structure within the setback.

The petitioner's plans call for demolishing the existing 8' wide porch structure located in the setback and rebuilding it from scratch when he has sufficient buildable land elsewhere on his lot to recreate that space. The petitioner can enlarge his structure elsewhere on his property as of right if he wants more space. Given that the petitioner will suffer no loss if the variances are denied and that the public has an interest in eliminating nonconforming structures and preventing unsafe conditions such as roof decks built directly at property lines, the petitioner has failed to establish that granting these variances will do substantial justice.

Granting the variance would diminish the value of 276 Dennett Street.

Granting the variances would allow the height of the petitioner's structure to more than double from approximately 16' up to 37' at the property line and allow for the construction of a roof top deck directly at the property line of 276 Dennett, leading to a loss of light, air and privacy while introducing the frightening prospect that objects could drop from the rooftop deck and land in the yard of 276 Dennett. Even if nothing ever fell from the deck, the mere possibility that it could happen is enough to cause any prospective buyer concern, particularly if they are the parents of young children, not to mention the loss of privacy that will result from being observed by someone directly overhead. In addition, the proposed reconfiguration of the roof at 268 Dennett Street will likely lead to additional rainwater discharge onto the property of 276 Dennett. Given the loss of light and air, the prospect of injury, the loss of privacy and the likelihood of an increase in rainwater discharge onto 276 Dennett Street, the granting of the variances would have a definite adverse impact on the value of 276 Dennett Street.

Literal enforcement of the zoning provisions will not result in unnecessary hardship.

As the petitioner concedes in his Narrative Statement, "[m]any of the surrounding properties on Dennett Street are narrow lots that have minimal or no building setback on at least one or more sides from adjacent properties." See Petitioner's Narrative at p. 2. Consequently,

there are no special conditions that distinguish the petitioner's property from other properties in the area as required by RSA 674:33, I (b) (1).

The general public purposes of Section 10.321 and Section 10.521 are to eliminate nonconforming buildings and to establish clear areas between properties to allow for the provision of air and light and to promote safety from such things as fire, objects falling off buildings, and roof runoff.

As such, there exists a direct and substantial relationship between the general public purposes of Section 10.321 and Section 10.521 and their application in this case because if the variances are granted, there would be a 37' tall structure erected directly at the property line that will block out the sky, the free flow of air, and introduce a significant safety concern to the occupants of 276 Dennett Street who will not be able to go into their yard without fearing that something could fall from the petitioner's building and strike them. Given these circumstances, plus the fact that the petitioner has other buildable land on his property he can reasonably use to enlarge his residence in compliance with the zoning ordinance, his proposed use is unreasonable and fails to qualify as a hardship within the meaning of RSA 674:33, I (b) (1) or (2).

Conclusion.

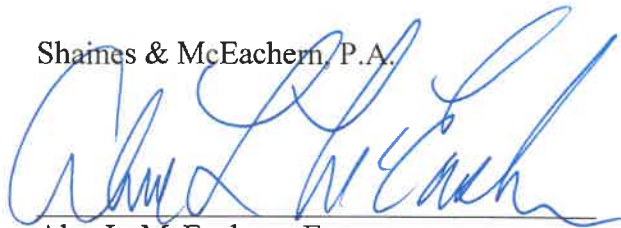
As set forth above, the petitioner has failed to satisfy all the elements of RSA 674:33, I (a) (2) and his Petition should accordingly be denied.

Respectfully submitted,

Craig Steigerwalt and Anne Shiembob

By and through their counsel,

Shaines & McEachern, P.A.



Alec L. McEachern, Esq.
Shaines & McEachern, P.A.
282 Corporate Drive, Unit 2
Portsmouth, NH 03801
(603) 436-3110
alecm@shaines.com

Exhibit A



EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that **Craig M. Steigerwalt and Anne C. Shiembob** of 22 Harrington Street, Newton, New Hampshire, 02460 (hereinafter the "Grantor"), for good and adequate consideration, the receipt and sufficiency of which hereby acknowledged, does hereby grant, on behalf of itself, its successor and assigns, to **Stewgood, LLC** a New Hampshire limited liability company with an address of P.O. Box 442, Portsmouth, New Hampshire, 03802, (hereinafter the "Grantee"), its heirs, successors and assign, the following easements.

- 1) A perpetual easement and right to continue the encroachment of that portion of the Grantee's building situated on the Grantor's property, as it currently exists (hereafter the "Building"), said Grantor's property being real property located at 276 Dennett Street, Portsmouth and shown as #276 on a plan entitled "*Boundary Survey for STEWGOOD, LLC*" (the "Plan") recorded in the Rockingham County Registry of Deeds as Plan Number 8-27926 (the "Building Easement") and said Grantee's property being real property abutting the Grantor's property, and is located at 268 Dennett Street, Portsmouth and shown as #268 on the Plan.
- 2) A perpetual easement and right, for ingress, egress and access, on and over Grantor's property an area extending eight feet (8') out from the exterior wall of the Building for the purpose of inspecting, maintaining, repairing and/or improving the Building in its present location and without increasing the encroachment (the "Maintenance Easement"), and in which Grantee may and/or have tools, equipment, materials, employees, representatives, agents or contractors, subject to the limitations set forth below.

In connection with these easements, the Grantor hereby covenants and agrees as follows:

001460

2017 JAN 10 PM 2:51

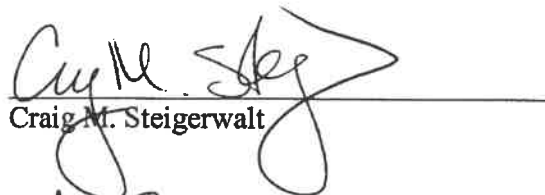
ROCKINGHAM COUNTY
REGISTRY OF DEEDS

- a. Any areas of Grantor's property disturbed or damaged by Grantee, its employees, representatives, agents or contractors, will be promptly repaired or restored, at Grantee's sole cost and expense, as closely as possible to the conditions existing prior to such damage or disturbance.
- b. Grantee agrees to hold harmless, and indemnify the Grantor from and against any and all claims, actions, damages, demands, judgments, losses, suits, costs and expenses, including, without limitation, reasonable attorneys' fees, for any bodily injury or damage to persons or property caused by or arising out of any act or omission of Grantee, its employees, representatives, agents or contractors while entering upon or conducting activities upon Grantor's property pursuant to these easements.
- c. Grantee may not: (1) keep, maintain or store any materials in the Maintenance Easement area or (2) hang or suspend any item or object from the Building into the Grantor's air space unless such activity is both temporary and directly related to the Grantee's exercise of its rights under the Maintenance Easement.

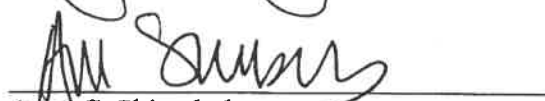
Grantor covenants and agrees that in the event the Building is moved or altered, so as to eliminate or reduce the encroachment, the Building Easement areas shall be correspondingly eliminated or reduced, and the Maintenance Easement shall be modified and measured as extending from the modified location of any exterior wall of the Building.

IN WITNESS WHEREOF, the Grantor has caused this Easement Deed to be executed this 6 day of January, 2017.


Witness

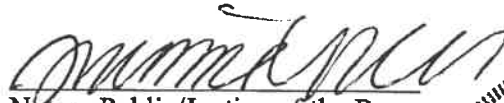

Craig M. Steigerwalt


Witness


Anne C. Shiembob

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

Then personally appeared this 6 day of January, 2017, the above named Craig M. Steigerwalt and acknowledged the foregoing instrument to be his free act and deed, before me,



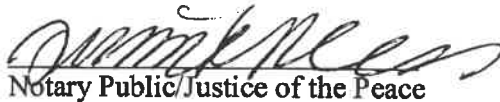
Notary Public/Justice of the Peace

My commission expires: _____



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

Then personally appeared this 6 day of January, 2017, the above named Anne C. Shiembob and acknowledged the foregoing instrument to be her free act and deed, before me,



Notary Public/Justice of the Peace

My commission expires: _____



Exhibit B

Alec McEachern

From: Alec McEachern
Sent: Monday, December 12, 2016 3:40 PM
To: Doug Macdonald
Subject: RE: Easement Deed - Dennett Street Portsmouth

I'm not a ladder expert but my clients say that you need 1' of ground for every 4' of elevation in setting a ladder. The house there has a flat roof and is 2 stories and is probably 18-20' max so you need about 5' to set the ladder and give it another 3' to walk around behind it so how about 8' for the easement?

From: Doug Macdonald [mailto:doug@keanemacdonald.com]
Sent: Monday, December 12, 2016 3:07 PM
To: Alec McEachern
Subject: RE: Easement Deed - Dennett Street Portsmouth

Hi Alec- In reviewing it I thought that 6' back would be safe for an extension ladder or anything that would allow access to a 2nd floor/roof. If you think it's excessive, would 10' work? I meant to mention that to you in my email – sorry for the oversight. Let me know. Thanks –Doug

From: Alec McEachern [mailto:alecm@shaines.com]
Sent: Monday, December 12, 2016 2:27 PM
To: Doug Macdonald <doug@keanemacdonald.com>
Subject: RE: Easement Deed - Dennett Street Portsmouth

Doug:

Thank you. I have shared with my clients and they have questioned why the easement needs to be 12' wide. Does your client have a rationale he can offer in support of the 12'?

Alec

From: Doug Macdonald [mailto:doug@keanemacdonald.com]
Sent: Friday, December 09, 2016 12:33 PM
To: Alec McEachern
Subject: Easement Deed - Dennett Street Portsmouth

Good Afternoon Alec-

Good to see you the other day and thanks for your help with that closing. After speaking with Bill on the easement for Dennett Street it seemed that an easement deed filed in connection with the transaction would be a good way to proceed. I have taken your concepts and converted them into a draft easement deed for your review (please find it attached). I am also talking with Bill about updating and recording a simple plan to show the easement (neither of us have the plan that you refer to and it's not available online – so I think it may be wise for an easement plan to be recorded).

Please let me know your thoughts.

Thanks-
-Doug

City of Portsmouth
Zoning Board of Adjustment
1 Junkins Avenue
Portsmouth, NH 03801

RE: Variance Application of 268 Dennett Street – Impacts and Concerns of 276 Dennett Street

Dear Portsmouth Zoning Board,

In addition to the legal implications set forth by our attorney, Mr. McEachern, my wife and I had a few additional concerns in regards to the variance application submitted by our neighbors at 268 Dennett Street that we wanted to share with the Board in which we believe the Board should consider in not approving this variance. We have highlighted our concerns below.

- I. The maintenance easement that is currently in place with 268 Dennett Street is inaccurately referenced within Mr. Durbin's variance application to the City.
 - a. The variance application submitted by Mr. Durbin on behalf of Mike Petrin equates the existing maintenance easement as that of an 8' side lot setback. We don't find that to be the case. It was our intent and understanding when we bought our property that the maintenance easement was for maintaining or improving the building as it currently exists and does not support the demolition and reconstruction of a 2 story - let alone 3+ story - building in its place. Attached **Exhibit 1** showcases what currently exists today and the wording of the easement was very purposeful as to avoid a situation just like this.
- II. Granting the variance would diminish the value of our property and create unnecessary hardships to our family:
 - a. The raising of the Applicants home without properly enforcing the City's side yard setback requirements would have a direct impact on the natural sunlight and airflow on the eastern side of our property. Throughout a good portion of the morning, most of our eastern side of our home and side yard is under a large shadow created by the Applicant's home as it sits today. By increasing the height of the structure without adjusting the setback, the shadows created will both be larger and last longer throughout the morning, thus reducing the sunlight and airflow on our property
 - b. Having a massive structure in which the Applicant is proposing directly on our property line would create additional safety issues on our property. Not only would the construction of the proposed structure greatly impact our yard where our child plays extensively throughout the year, but the lasting impact of having a structure directly along our property is not ideal and defies the whole intent of requiring side setbacks. In addition, the proposed third floor deck arrangement creates numerous potential safety issues regarding the potential for falling objects, melting snow, etc. In addition, the proposed third floor deck which would directly overlook both our side and backyard, thus creating privacy issues on our property. Having this massive structure adjacent to our

small yard where our child (and soon to be children) play would make us feel even more uncomfortable than we currently do today, given the close proximity of their house to our yard.

- c. Approval of this variance would create unneeded restrictions on any future plans we would have to build an addition on the eastern facing side of our property, within our allowable property. We currently have roughly 12' of property within our setback requirement to potentially build an addition in the future off of the eastern side of our property. By approving this application, this would undoubtedly make us reconsider our options to make our own additions.
- d. The excess roof runoff the proposed building would undoubtedly create that would eventually flow on our property compared today's structure would be significantly greater than the existing condition. As it sits today, roughly 21% of their roof runoff currently outfalls and flows directly onto our property through a failed gutter system that is currently on their structure, which is not ideal but we've learned to live with this inconvenience. With the proposed arrangement, assuming gutters are added to the structure using general industry locations, it appears that number would increase – by my calculations - to roughly 70% of their roof that would most likely outfall onto or near our property line. This is an increase of roughly 738 SF of impervious area. These calculations are shown on **Exhibit 2** of this document. Since our backyard currently sits on a low spot of our surrounding neighbors, including 268 Dennett St., our backyard often floods with even a nominal rain. Pictures of the low area of my yard during a roughly 1" rainfall along with a photo of the current gutter system in place at 268 Dennett St. can be found on **Exhibit 3** of this document. By adding this additional runoff, this would only make our flooding issue worse and create what I would consider to be an unnecessary hardship.

All of these factors will have a significant negative impact on the value of our property.

It is not our intent to stop the Applicant from improving their home – it's actually the opposite as we welcome that; however, it's the proposed design and the lack of separation between properties that creates major concerns for our family. We feel very strongly that any reconstruction should comply with all current City ordinances. By increasing the height of their structure and not adjusting the structure directly off of our property line, it will only lead to additional issues down the road. This is an opportunity to fix the issues that exist today, not make them worse.

Sincerely,

The block contains two handwritten signatures in black ink. The signature on the left is 'Craig M. Steigerwalt' and the signature on the right is 'Anne Shiembob'.

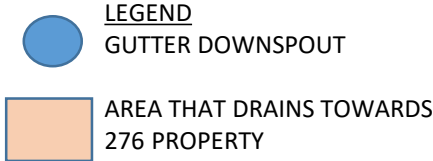
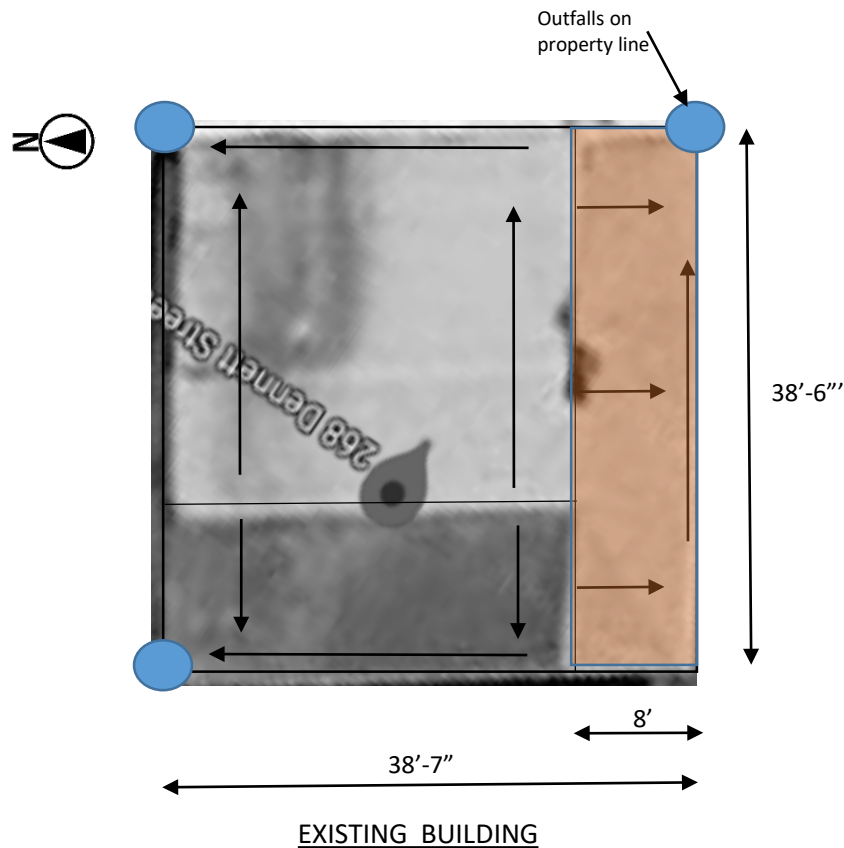
Craig Steigerwalt, P. E. and Anne Shiembob
Home Owners of 276 Dennett Street

EXHIBIT 1
PHOTO OF 268 DENNETT AND 276 DENNETT STREET



EXISTING 268 AND 276 DENNETT STREET

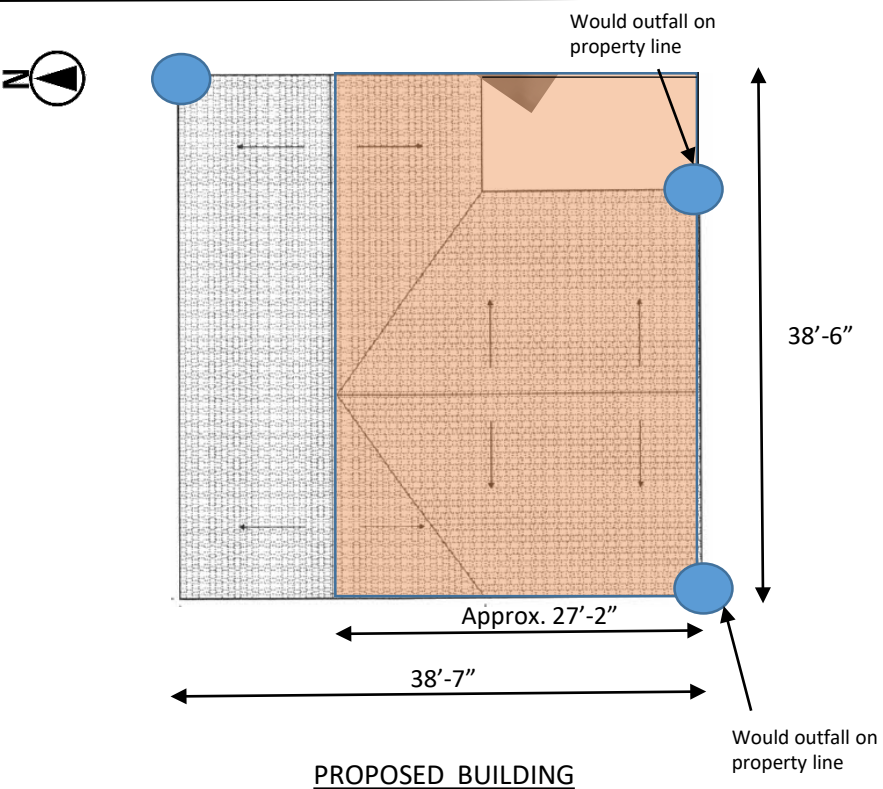
EXHIBIT 2
Impervious Roof Runoff Maps – Existing vs. Proposed



TOTAL ROOF AREA:
= 38'-6" x 38'-7"
= 1,485 SF

AREA OF ROOF DRAINAGE
TOWARDS 276 DENNETT:
= 38'-6" x 8'
= 308 SF

PERCENTAGE OF ROOF RUNOFF
DRAINING TOWARDS 276 DENNETT:
= 308 SF / 1,485 SF * 100%
= 21%



TOTAL ROOF AREA:
= 38'-6" x 38'-7"
= 1,485 SF

AREA OF ROOF DRAINAGE
TOWARDS 276 DENNETT:
= 38'-6" x 27'-2"
= 1,046 SF

PERCENTAGE OF ROOF RUNOFF
DRAINING TOWARDS 276 DENNETT:
= 1,046 SF / 1,485 SF * 100%
= 70%

Difference from existing to proposed
impervious area that outfalls on
276 property line
= 738 SF increase

NOTES:

1. Dimensions were determined from Applicants drawing, which were hard to confirm due to quality of prints found on City's website.
2. Proposed gutter downspouts shown are based off assumptions of where they would typically be placed on a home since they were not shown on plans.

EXHIBIT 3
EXISTING FLOODING ISSUES IN 276 DENNETT ST BACK YARD



EXISTING DRAINAGE ONTO PROPERTY LINE



EXISTING FLOODING ON 276 DENNETT BACK YARD

From: [Alice Carey](#)
To: [Planning Info](#)
Subject: Abutter support - 48 Hillside Drive Special Exemption
Date: Monday, May 18, 2020 10:17:50 PM

Greetings Board of Adjustment -

I am the owner of 236 Hillside Drive in Portsmouth, where I am an abutter to the property of 48 Hillside Drive, owned by Stacey and Philip Gibson. I wish to express my support for their request for Special Exemption to allow them to keep two chickens in their backyard.

Our backyard is within direct view of the subject property, with no fences and limited visual barriers. The Gibsons intend to have only two chickens on their property, and are doing the right thing by seeking permission. They are responsible neighbors and maintain their property extremely well. I have no doubt that they will be conscientious caretakers to the animals, which will serve not only as a source of food for this family, but as an educational opportunity for the many neighborhood children (including my own) on Hillside Drive - a welcome thing during this time of isolation due to COVID-19 restrictions.

I see no reason why the request for Special Exemption should not be granted to the Gibsons; the Board should be confident in a decision to allow this use of their property.

Respectfully,
Alice Carey

Alice M. Carey, AIA LEED AP
alicemcarey@gmail.com
617.997.8947

From: [stephen gagnon](#)
To: [Planning Info](#)
Subject: Comment for BOA Meeting on Tuesday, May 26
Date: Sunday, May 17, 2020 5:28:50 PM

To Whom It May Concern,

The purpose of this email is to support our neighbors, Stacey and Phillip Gibson, in their effort to obtain a Special Exception from Section 10.440 Use #17.20 to allow the keeping of farm animals where the use is permitted by special exception. This is listed as item 3 for the BOA meeting to be held on Tuesday, May 26.

My wife and I have lived on Hillside Drive for over 20 years. The Gibsons live across the street from us. They are a wonderful family of four who are fairly new to our neighborhood. Their two young children are a delight. My wife and I love the idea of them obtaining two chickens for the warmer months.

With the current Covid-19 situation keeping families at home, we see an additional benefit for their kids (and the other kids in our neighborhood).

Thank you in advance for allowing the Gibsons to have this special exception. We think it will be a great addition to our neighborhood this year.

Sincerely,

Stephen and Suzy Gagnon
29 Hillside Dr, Portsmouth, NH 03801

From: [Art Solomonides](#)
To: [Planning Info](#)
Cc: [Karen Solomonides](#)
Subject: Item 3 5/26/20 board of adjustment meeting
Date: Wednesday, May 20, 2020 7:20:03 PM

Dear Board of Adjustment Members

Concerning Item 3 which requests approval to keep chickens at 48 Hillside Dr

As long as no roosters are allowed and the number of chickens are kept at 6 or less we have no issues with this variance

If roosters are allowed and more than 6 chickens are allowed we do not approve of the variance

If the noise becomes a nuisance in the neighborhood we would like to reserve the right to re address at a future date

Respectfully
Art and Karen Solomonides
87 Hillside Dr
Portsmouth NH 03801
603 361 6141

Sent from my iPhone

May 26, 2020

Glenn and Linda Meadows
245 Thornton St.,
Portsmouth, NH 03801

To:
Planning Department
City Hall, 1 Junkins Ave.
Portsmouth, NH 03801

RE: 246 Thornton St. Request for Zoning Variance
Zoning board of adjustment public hearing
Meeting Tuesday, May 26, 2020 at 7 PM
Noted as item 5 for discussion

To whom it may concern,

James Gould, owner of property located at 246 Thornton's Street is requesting several variances for the construction of a new single-family home on his property. Our property at 245 Thornton St. is located directly across the street from the Gould property.

The Gould property is currently 2 merged lots and a request to un-merge the property is being made thereby creating lots 23 and 25 to be shown on City maps. The applicant proposes to build a new single-family home on lot 25.

We oppose the proposed new house construction as it will increase the neighborhood density and lessen the available on-street parking. As such, we believe it to be contrary to the public interest. Here are the specifics of our objection. The duplex will become rental property in both dwelling units. With four bedrooms in one unit, this would allow as many as four cohabitating adults to share the dwelling, leaving four cars to share a single wide driveway. From a practical standpoint, this would certainly lead to an increased need for on-street parking which would be lessened by the new homes' double wide driveway. Where at most three cars can park on street today, the new home would lessen the availability to at most one.

An additional concern for the new home being proposed on lot 25 is stormwater drainage. The proposed lot 25 has been observed to have standing water across the entire lot from heavy rain events and takes a significantly long time to drain. A former owner of the property has stated that the lot has predominantly blue clay soil, and that is why it drains so slowly. The proposed plans call for stormwater infiltration measures at the rear of the property. We ask that a site review be conducted by the city to observe perc test results performed by an engineer. This may find the need for a larger drywell or some other means of draining water in the rear of the home. Prevention of storm water runoff onto an abutters property located at 566 Dennett Street will insure this property is not adversely affected. In addition, the proposed plans do not address a small area with a 4 ft grade differential at the front right side of the proposed lot 25. This area would capture water coming off the front side of the house and the driveway. No means of drainage is shown on the drawings and it is likely to create standing water which would be a potential

breeding area for mosquitos. Current city requirements do not require a residential site review for a single-family dwelling. With these potential water issues that could be created for the abutters if not adequately addressed during construction, we request that if the board's decision is to approve the variances then a site review be a contingent requirement for approval. Without an objective review, it is possible the values of surrounding properties could be diminished due to stormwater issues.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glenn Meadows".A handwritten signature in cursive script, appearing to read "Linda Meadows".

Linda and Glenn Meadows