

To: City of Portsmouth

RE: Request for Zoning Variance – 44 Harding Road Portsmouth

Written statement explaining how the request complies with the requirements of the [Zoning Ordinance](#) as provided in Article 2 (see Section 10.233.20 for Variances,

To Whom it may concern;

As noted in the permit application we would like to replace the current 200 hundred square foot Deck in our backyard that is in significant disrepair with a brand new 517 foot L shape Deck. Drawings of the Deck have been submitted.

While the current dwelling/home is in compliance with 20% zoning requirement for a 10,019 sq foot lot, the existing Deck is not in compliance with the current Zoning requirements with total structure inclusive of the deck @ of 22%.

As the existing deck has been used and relied upon by the owner/occupants, it is requested that replacement of the deck be allowed to be replaced with additional decking added for a total of 517 Square feet which would be 25% of total lot square footage.

We have made significant improvements to this home that neighbors and public have made positive comments on. While the proposed Deck has no public view when facing the East into 80 acers of woods and limited public view from neighbors viewing from the North and south in the backyard, the deck will be done in very high quality materials and design that will be a significant Deck that is currently in disrepair. The public should not be able to view the deck from the front or street.

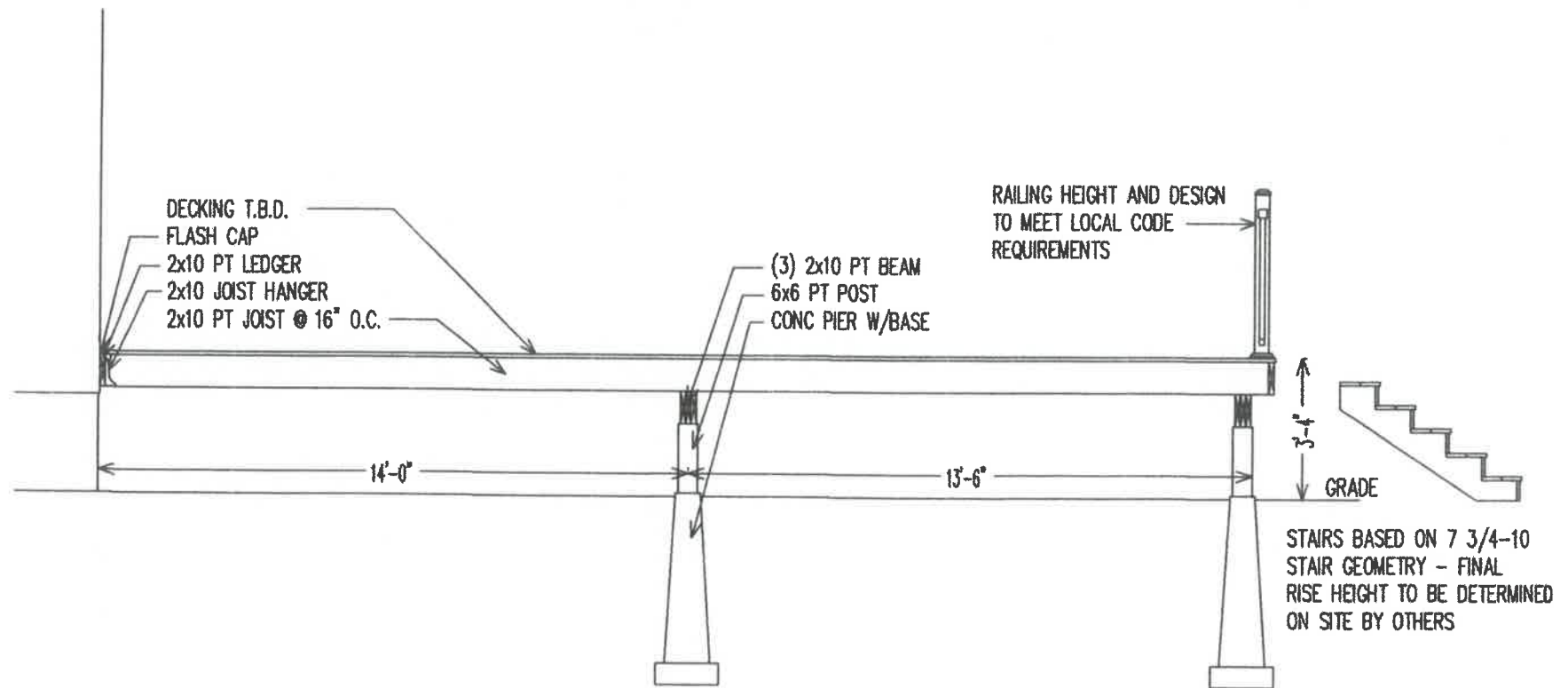
The spirit of the ordinance will not be compromised and the appearance, functionality and safety of the home will be enhanced with a Deck that is at or near the height of the existing egress Sliding glass Doorway entrance and exit. With this replacement of the deck that is in significant disrepair there is no doubt it will increase property values vs diminish them.

We appreciate your consideration in this matter.

Sincerely,

Brian and Charlene Huston

Homeowners



## CREED CARROLL - DECK

SCALE: 1/4"=1'-0" DATE: 6/22 DRAWN BY: MIKE

THIS IS NOT THE WORK PRODUCT OF A REGISTERED ARCHITECT OR ENGINEER.  
THE FOLLOWING FLOOR PLANS, CROSS SECTIONS, AND ELEVATIONS ARE FOR  
ESTIMATING AND BANK PURPOSES ONLY. ALL MEASUREMENTS, LOAD BEARING  
DESIGNS, AND MATERIAL SIZING IS TO BE VERIFIED BY A LICENSED PROFESSIONAL.  
IT IS THE BUILDERS/HOMEOWNERS RESPONSIBILITY TO COMPLY WITH ALL  
LOCAL AND STATE CODE REQUIREMENTS.



DATE: 6/30/2022

INVOICE NUMBER: 15-22

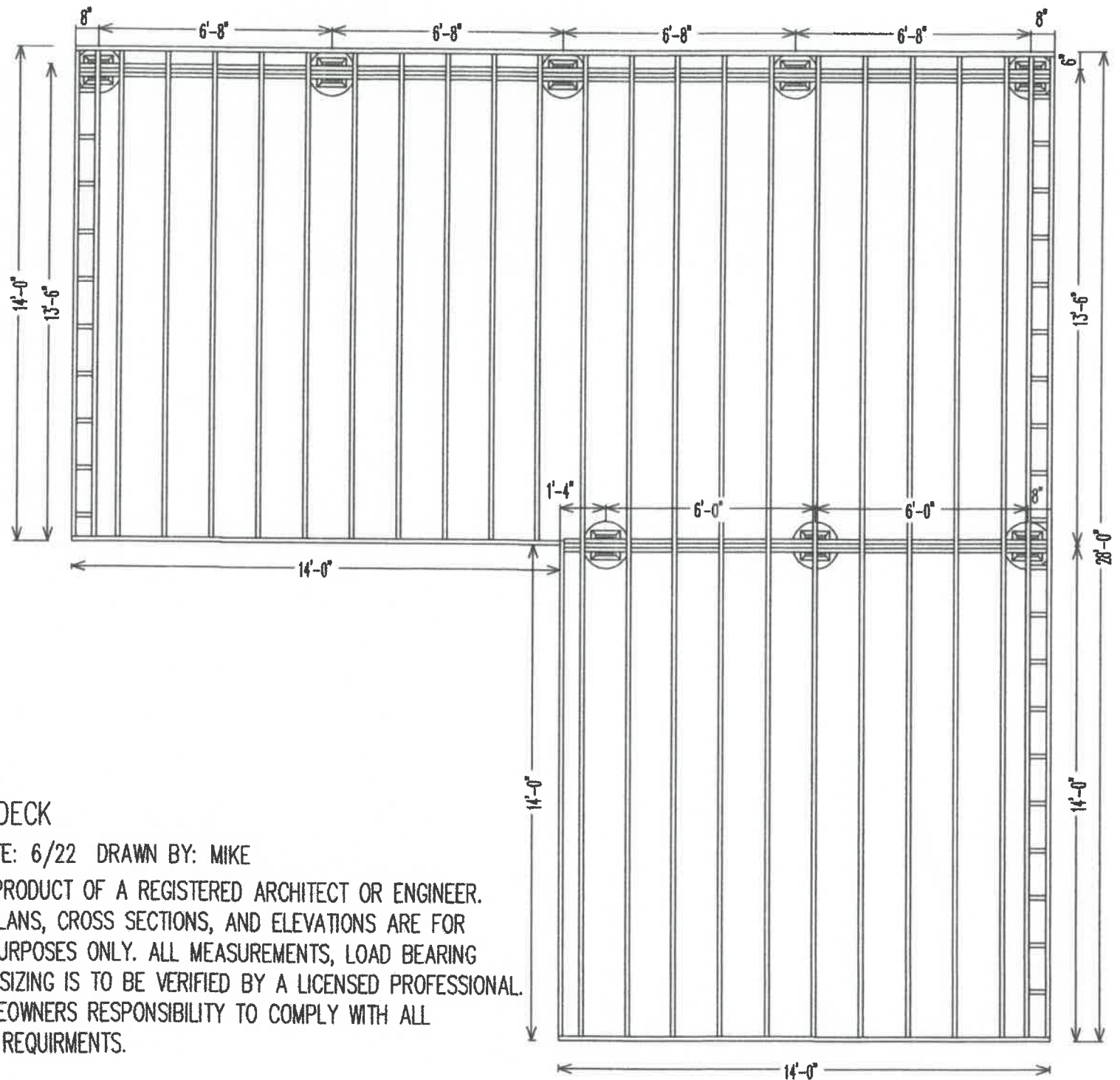
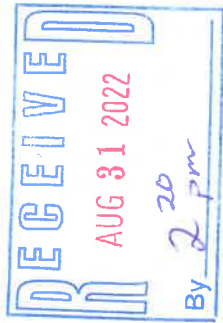
TO: VINCENZO NASTASIA

JOB DESCRIPTION: DECK  
LAYOUT  
FRAMING  
SECTION

AMOUNT DUE: 3 HOURS @ \$35.00 = \$105.00

THANK YOU  
MIKE MACGREGOR  
82 TUELLTOWN RD  
WEST PARIS, ME. 04289

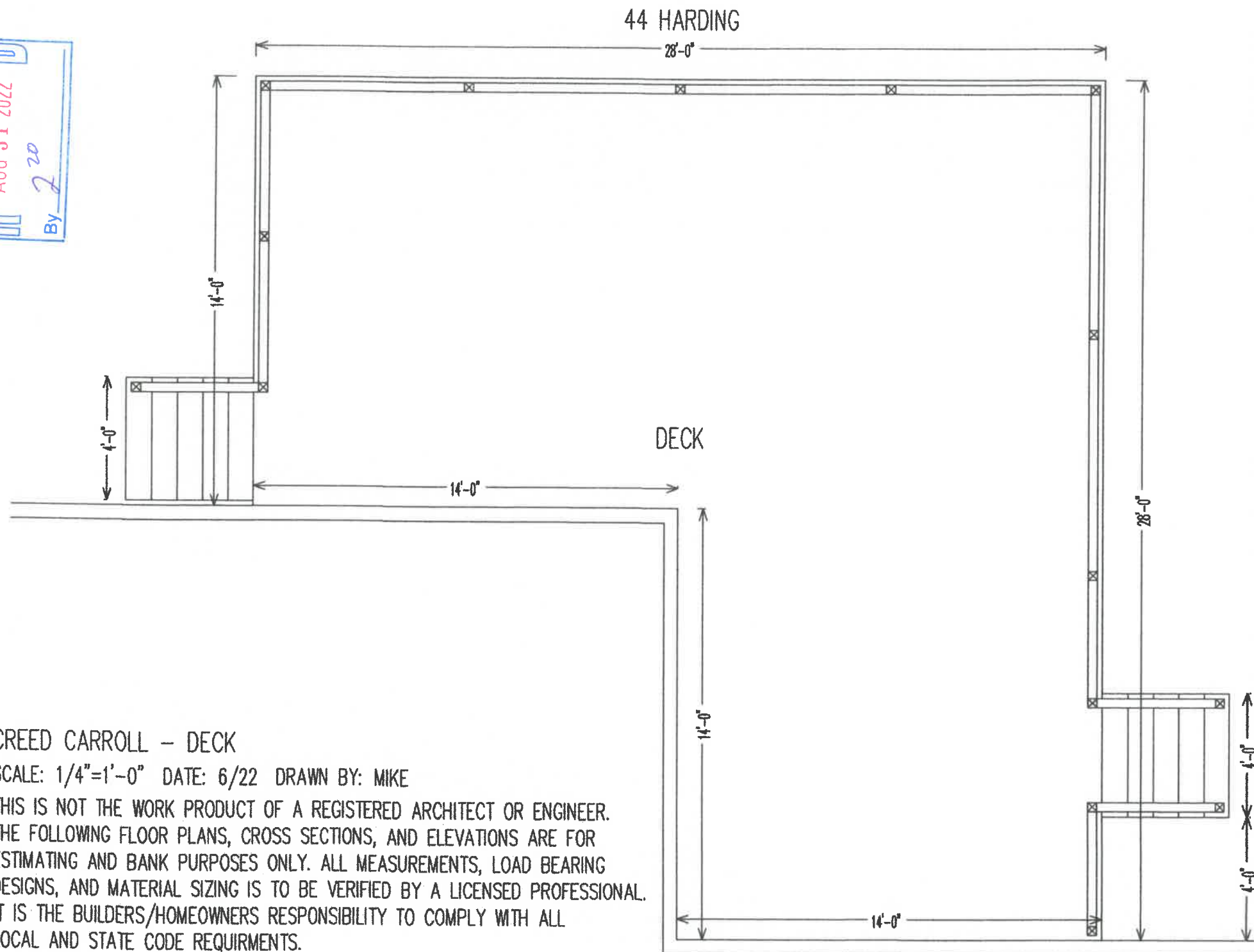
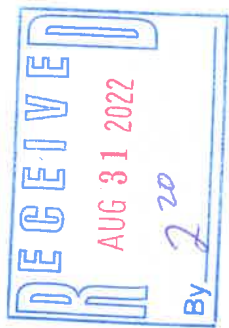




### CREED CARROLL - DECK

SCALE: 1/4"=1'-0" DATE: 6/22 DRAWN BY: MIKE

THIS IS NOT THE WORK PRODUCT OF A REGISTERED ARCHITECT OR ENGINEER. THE FOLLOWING FLOOR PLANS, CROSS SECTIONS, AND ELEVATIONS ARE FOR ESTIMATING AND BANK PURPOSES ONLY. ALL MEASUREMENTS, LOAD BEARING DESIGNS, AND MATERIAL SIZING IS TO BE VERIFIED BY A LICENSED PROFESSIONAL. IT IS THE BUILDERS/HOMEOWNERS RESPONSIBILITY TO COMPLY WITH ALL LOCAL AND STATE CODE REQUIREMENTS.



### CREED CARROLL - DECK

SCALE: 1/4"=1'-0" DATE: 6/22 DRAWN BY: MIKE

THIS IS NOT THE WORK PRODUCT OF A REGISTERED ARCHITECT OR ENGINEER. THE FOLLOWING FLOOR PLANS, CROSS SECTIONS, AND ELEVATIONS ARE FOR ESTIMATING AND BANK PURPOSES ONLY. ALL MEASUREMENTS, LOAD BEARING DESIGNS, AND MATERIAL SIZING IS TO BE VERIFIED BY A LICENSED PROFESSIONAL. IT IS THE BUILDERS/HOMEOWNERS RESPONSIBILITY TO COMPLY WITH ALL LOCAL AND STATE CODE REQUIREMENTS.





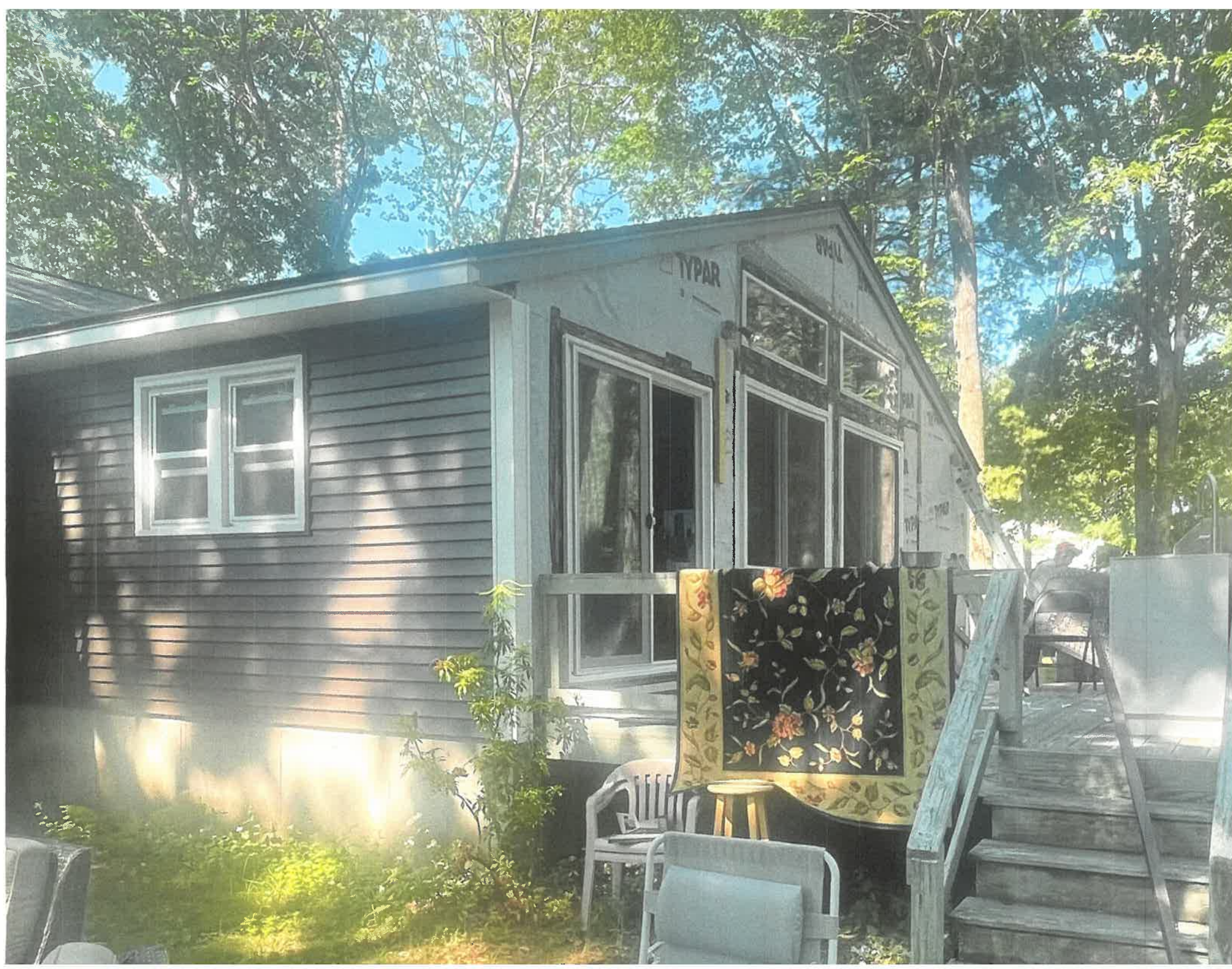






















**SEACOAST ROOFING  
& Exteriors  
Jobs Done Right**

PO 2485, Seabrook, NH 03874



(603) 405-8884



vnastasia@roofinginnh.com

This Contract for Services is made effective as of 06/14/2022, by and between **THE CLIENT: BRIAN HUSTON, 44 HARDING RD, PORTSMOUTH, NH** AND SEACOAST ROOFING & EXTERIORS of PO 2485, SEABROOK, New Hampshire 03874.

**DESCRIPTION OF SERVICES.** Beginning on or about TBD SEACOAST ROOFING & EXTERIORS will provide to **THE CLIENT:**, the following exterior services (collectively, the "Services"):

The services will be performed at the property of **THE CLIENT'S PROPERTY AT 44 HARDING RD, PORTSMOUTH, NH** (the "Worksite").

**SCOPE OF WORK.**

a. SEACOAST ROOFING & EXTERIORS shall provide all labor and materials, to do the described services on **THE CLIENT'S** property.

**WORK TO BE PERFORMED:**

REMOVE EXISTING DECK  
EXCAVATE & INSTALL DECK NEW FOOTING  
INSTALL NEW COMPOSITE DECK (517 SQFT)  
WOLF SERENITY HARBOR GREY  
INCLUDES:

- DRINK RAILS HARBOR GREY WITH WHITE SQUARE BALUASTERS
- 2 SETS OF STAIRS
- 2 GATES

**JOB PRICE:**

\$43,000

- INCLUDES DRAWINGS & PERMIT
- ALL LABOR, MATERIALS, PORTABLE RESTROOM, AND DUMPSTER.

**b. The work will be performed Monday through Saturday, statutory holidays excluded,** unless the parties mutually agree otherwise, provided that the Services will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

**WORK SITE. THE CLIENT:** hereby authorizes and SEACOAST ROOFING & EXTERIORS to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of and SEACOAST ROOFING & EXTERIORS to complete the Roofing Work. Unless called for in the drawings or specifications, no landscaping, finish grading, filling or excavation is to be performed at the Work Site by and SEACOAST ROOFING & EXTERIORS.

**PAYMENT.** Payments shall be made to SEACOAST ROOFING & EXTERIORS, SEABROOK, New Hampshire 03874

**THE CLIENT** agrees to pay **50% of total upon contract signing & the remaining 50% immediately upon the job completion** \*Payment is to be in cash, money order, bank check, or credit card (additional 6.75% service fee).

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. **THE CLIENT** shall pay all costs of collection, including without limitation, reasonable attorney fees.





**SEACOAST ROOFING  
& Exteriors**  
**Jobs Done Right**

PO 2485, Seabrook, NH 03874



(603) 405-8884



vnastasia@roofinginnh.com

In addition to any other right or remedy provided by law, if **THE CLIENT** fails to pay for the Services when due, and SEACOAST ROOFING & EXTERIORS has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**PERMITS. and THE CONTRACTOR:** shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of the Payment to and SEACOAST ROOFING & EXTERIORS under this Contract.

**INSURANCE.** and SEACOAST ROOFING & EXTERIORS shall maintain general liability, workers compensation and builder's risk insurance in accordance with the minimum requirements of the state throughout the duration of the Services. and SEACOAST ROOFING & EXTERIORS provide **THE CLIENT:** with proof of insurance upon the request of **THE CLIENT**

**SURVEY AND TITLE. THE CLIENT** will indicate the property lines to and SEACOAST ROOFING & EXTERIORS and will provide boundary stakes by a licensed land surveyor if **THE CLIENT** are in doubt about the property boundaries.

**CHANGE ORDERS. THE CLIENT** may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. **THE CLIENT** agrees to pay any increase in the cost of the Roofing work as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, and SEACOAST ROOFING & EXTERIORS shall estimate the cost thereof and **THE CLIENT** shall pay the actual cost whether or not it is in excess of the estimated cost.

**ACCESS. THE CLIENT** will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. and SEACOAST ROOFING & EXTERIORS will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

**TERM.** This Contract will terminate automatically upon completion by and SEACOAST ROOFING & EXTERIORS of the Services required by this Contract.

**WARRANTY.** SEACOAST ROOFING & EXTERIORS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in and SEACOAST ROOFING & EXTERIORS' community and region, and will provide a standard of care equal to, or superior to, care used by Contractor's similar to and SEACOAST ROOFING & EXTERIORS on similar projects. NO WARRANTY ON MATERIALS CLIENT IS SUPPLYING IS GIVEN. MANUFACTURER'S WARRANTY ON MATERIALS PROVIDED BY US IS ASSIGNED TO THE CLIENT. WE OFFER A LIFETIME WORKMANSHIP WARRANTY ON OUR WORK.

**COMPLETION OF SERVICES.** Upon the completion of the roofing services by and SEACOAST ROOFING & EXTERIORS, and SEACOAST ROOFING & EXTERIORS shall see to it that **THE CLIENT'S** property is restored to the condition that it was in prior to any work completed by SEACOAST ROOFING & EXTERIORS, and SEACOAST ROOFING & EXTERIORS shall see to it that all portions used by SEACOAST ROOFING & EXTERIORS during the term of this Contract shall be broom clean and free of debris.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.



**SEACOAST ROOFING  
& Exteriors**  
**Jobs Done Right**

PO 2485, Seabrook, NH 03874



(603) 405-8884



vnastasia@roofinginnh.com

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of New Hampshire.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of **THE CLIENT** by **THE CLIENT**, Owner and on behalf of and SEACOAST ROOFING & EXTERIORS by Vincenzo Nastasia, Director and effective as of the date first above written.

**CLIENT:** BRIAN HUSTON

*Brian Huston*  
219B0FFB654C459...

By: \_\_\_\_\_

**CONTRACTOR:**  
**SEACOAST ROOFING & EXTERIORS**

By: *Vincenzo Nastasia*  
Vincenzo Nastasia  
Managing Director