



TOWN OF WARNER

P.O. Box 265, 5 East Main Street
Warner, New Hampshire 03278-0059
Land Use Office: (603)456-2298 ex. 7
Email: landuse@warnernh.gov

Planning Board Meeting AGENDA

Monday, November 3rd, 2025

Town Hall Lower Meeting Room
7:00 PM

Join Zoom Meeting: <https://us02web.zoom.us/j/87061407427>, Meeting ID: 870 6140 7427 Passcode: 1234

I. **OPEN MEETING / Pledge of Allegiance**

II. **ROLL CALL**

III. **PUBLIC COMMENT**

IV. **NEW BUSINESS**

A. **Continuation of Public Hearing – Site Plan Review**

Applicant: Peacock Hill Rd LLC

Owners: Peacock Hill Rd LLC

Agent: Keach-Nordstrom Associates

Surveyor: Jacques E. Belanger Land Surveying PLLC

Address: Map 07 Lot 039 and 39-1 Route 103 East, Warner, NH

District: R-2 and R-3

Description: Two buildings with four units each to be used as multi-family housing.

B. **Public Hearing – Update to Site Plan Amendment**

C. **Housing Committee Proposal for Accessory Dwelling Unit**

V. **UNFINISHED BUSINESS**

VI. **REVIEW MINUTES:** October 6th, October 20th

VII. **COMMUNICATIONS**

VIII. **REPORTS**

Chair's Report- Chair, Karen Coyne

Select Board – Michael Smith

Regional Planning Commission – Barbara Marty, Ben Frost

Economic Development Advisory Committee – James Sherman

Agricultural Commission - James Gaffney

Regional Transportation Advisory Committee – Tim Blagden

HOP II Update – Bob Holmes

IX. **PUBLIC COMMENT**

X. **ADJOURN** - Note: Planning Board meetings will end no later than 10:00 P.M. Items remaining on the agenda will be heard at the next scheduled monthly meeting.

June 16, 2025
File No. 2025-085

Chrissy Almanzar
Land Use Administrator
Town of Warner
5 East Main Street
PO Box 265
Warner, NH 03278
landuse@warnernh.gov

Re: Work Scope and Budget Estimate
Technical Assistance Services
Site Plan Application Review
Map 7, Lot 39 and 39-1
Warner, New Hampshire

Dear Ms. Almanzar:

Aries Engineering, LLC, (Aries) is pleased to submit this work scope and budget estimate to provide technical assistance services (services) to the Town of Warner Planning Board (WPB) regarding a Site Plan application for the property identified as Lots Lot 39 and 39-1 on Warner Tax Map 7 (site) in Warner, New Hampshire.

WORK SCOPE

The work scope objective is to conduct an engineering review of the Site Plan application and provide general comments regarding compliance with Warner's Site Plan and Zoning regulations and comments on requested items such as soils, dredge and fill, drainage and erosion control, driveway pitch and area where driveway meets roadway, slope stabilization, runoff relative to abutters, and a specific opinion as to whether the NW area runoff would be improved or made worse for the abutter.

As part of our services, Aries will evaluate the application and other documents submitted to the WPB and prepare a brief letter report summarizing our comments and opinions. Aries will base the report and conclusions solely on the described services. Aries' report will include recommendations for additional work, if appropriate. The findings and conclusions of Aries' review report will be based on our professional judgment after a review of limited information.

The budget estimate for Aries' application review and report preparation is \$5,000. This budget estimate includes an allowance for limited discussions with WPB representatives to discuss the report and attendance at one WPB meeting, if requested. If WPB wishes to conduct additional discussions authorized beyond an approximate one to two-hour allowance, Aries will charge for these additional services in accordance with the attached Fee Schedule.

BUDGET ESTIMATE AND BASIS OF BILLINGS

The total budget estimate for the services described in this work scope is \$5,000 for Aries' services and expenses. The proposed budget estimate does not include, or anticipate, outside subcontractor costs.

Project billings will be based on accrued time and expenses in accordance with the attached Fee Schedule. Aries will bill WPB on a biweekly basis as project work progresses. Aries will not exceed the budget estimate without your authorization. You will be notified of conditions that might require an increase in the budget estimate as soon as they become evident. The estimate is not a guaranteed contract amount, however, and it is possible that the total cost of completing the project will exceed the estimate.

SCHEDULE

Aries will begin work upon your verbal authorization.

CONDITIONS OF ENGAGEMENT

Conditions of Engagement are described in the attached Statement of Terms and Conditions.

ACCEPTANCE

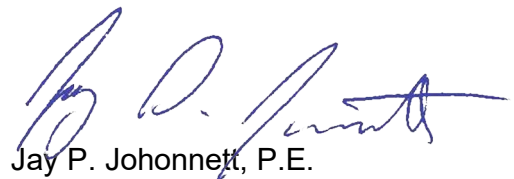
This work scope and budget estimate may be accepted by signing and returning a copy of the attached signature page by email or fax to this office. This work scope, Fee Schedule, and Statement of Terms and Conditions constitutes the entire agreement between Aries and the Warner Planning Board.

Please contact me at (603) 228-0008 if you have any questions regarding this proposal.

Sincerely,
Aries Engineering, LLC



George C. Holt, P.G.
Principal Hydrogeologist



Jay P. Johonnett, P.E.
Principal Geotechnical Engineer

GCH:pj

Attachments: Fee Schedule
Signature Page
Statement of Terms and Conditions

FEE SCHEDULE

The Fee Schedule, set forth herein, is incorporated by reference in the Proposal for Technical Assistance Services, dated June 16, 2025, File No. 2025-085, directed to Town of Warner Planning Board (“Client”). These rates are valid until the end of the current calendar year. Aries shall have the right to increase the rates each year effective January 1 of the applicable year. Aries shall limit any rate increase under an existing contract to no more than ten percent per year.

Principal Engineer/Principal Hydrogeologist.....	\$200/hour
Principal Geotechnical Engineer	
Director Engineering/Director Hydrogeology	\$190/hour
Director Health & Safety/Senior Radiological Engineer	
Senior Engineer III/Environmental Scientist III/Risk Assessor III	\$175/hour
Senior Geotechnical Engineer III	
Senior Engineer II/Senior Hydrogeologist II.....	\$160/hour
Senior Environmental Scientist II/Risk Assessor II/ Senior Health & Safety Specialist II	
Senior Engineer I/Senior Hydrogeologist I.....	\$145/hour
Senior Environmental Scientist I/Senior Risk Assessor I/ Senior Health & Safety Specialist I	
Engineer III/Hydrogeologist III/Environmental Scientist III	\$125/hour
Risk Assessor III/Health & Safety Specialist III	
Engineer II/Hydrogeologist II/Environmental Scientist II	\$110/hour
Risk Assessor II/Health & Safety Specialist II	
Engineer I/Hydrogeologist I/Environmental Scientist I	\$100/hour
Risk Assessor I/Health & Safety Specialist I	
Technician I	\$ 85/hour
Account Technician I.....	\$ 85/hour
Technical Intern	\$ 65/hour
Clerical.....	\$ 75/hour
Outside Services and Expenses	Cost plus 15%

These rates will be charged for time worked on the project and travel time from Aries' office to the job site or meeting site and return. The Fee Schedule rates do not apply to depositions, court testimony, expert witness services and consulting expert services. Rates for these services will be at billed at 2 times the above listed rates.

SIGNATURE PAGE

This proposal Technical Assistance Services, File No. 2025-085, dated June 16, 2025, and the Statement of Terms and Conditions attached, are accepted by Town of Warner Planning Board as evidenced by the execution hereof, and such a person so executing the same on behalf Town of Warner Planning Board does hereby warrant full authority to act for, in the name of, and on behalf of Town of Warner Planning Board (Client).

The Terms and Conditions referred to in this proposal for Technical Assistance Services contain very important limitations of liabilities and detail important responsibilities and liabilities of the parties. Therefore, in the event a copy of the Terms and Conditions is not attached to this proposal, the Client is advised to request a copy of those Terms and Conditions from Aries before signing this proposal. In the event a copy of the Terms and Conditions is not attached, the proposal/contract is still governed by those Terms and Conditions. In the event that the owner/Client does not understand the effect of the contract proposal, including any parts of the Terms and Conditions, Client should seek advice from competent legal counsel before executing this binding contract.

Signature

Title

Print Name

Date

for Town of Warner Planning Board

BILLING INFORMATION:

Accounts Payable email (if different from contract): _____

**TERMS AND CONDITIONS
FOR
ENGINEERING AND CONSULTING SERVICES**

Client: Town of Warner Planning Board
Proposal: 2025-085
Date: June 16, 2025

Following are the terms and conditions by which Aries Engineering, LLC (Aries) provides engineering and consulting services to its clients. Taken together with our Proposal, they constitute the agreement between Aries and you. Accordingly, before you sign our Proposal and accept these terms and conditions, you should carefully read the entire document (particularly the sections on "Indemnification", "...Deadline to Assert Claims", and "Limitation of Aries' Liability") to be sure its terms are both fully understood and acceptable.

Throughout these terms and conditions, Aries Engineering, LLC is regularly referred to as "Aries" or "we", the previously-referenced Client is referred to as "the Client" or "you", and the subject work is referred to as the "site".

1. SERVICES TO BE PERFORMED AND CLIENT'S ACKNOWLEDGEMENT OF UNCERTAINTIES IN WORK TO BE PERFORMED - We agree to provide you with those engineering and/or consulting services which are detailed in our Proposal (the "Services").

While engineers and consultants such as Aries normally have a duty to perform their work with a degree of skill and care generally exercised by qualified environmental engineers and consultants in the same area, and acting under similar conditions at a similar site, it is important that you are aware of and accept, before signing this contract, the uncertainties that exist with this kind of work. Specifically, much of the work we do relates to underground conditions where chemicals and objects may be hidden. You acknowledge and accept that our work, as with all sub-surface work, involves some inherent risk of personal injury and property damage (including, for example, cross-contamination of environmental media such as soil and groundwater) which simply cannot be avoided even with the exercise of due care. You also acknowledge and accept, for example, the uncertainty in obtaining local, state or federal approvals and acknowledge and accept that we cannot (and do not) represent or warrant the outcome of any permitting or approval process. Similarly, we cannot (and do not) warrant the accuracy or completeness of the information provided by others.

You recognize and accept that there are uncertainties related to environmental and geological services, which often require a step-by-step approach, with the need for additional services becoming apparent only after the initial stage of the Services. You also recognize and accept that actual conditions encountered may vary significantly from those anticipated based on existing information, that laws are subject to change, and that the requirements of regulatory authority are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional time or costs for us to complete our work, we will promptly notify you and attempt to negotiate changes to our agreement. If we are unable to reach a mutually satisfactory agreement, we will be entitled to terminate the Services and to be fully compensated for Services already performed.

2. PAYMENT FOR SERVICES - Unless we have presented a different billing arrangement in the Proposal, you agree to pay Aries for Services rendered according to our standard schedule of rates, and to reimburse us for all of our expenses. Aries reserves the right to increase its standard rates subject to any limitations, if any, contained in the Fee Schedule. Unless this is a lump sum Proposal, we will bill you every two weeks during the course of our work and send you a final invoice on substantial completion of services. Lump sum proposals will be billed as described in the proposal. We will expect payment of our invoices within 30 days of their date.

If you don't agree with any invoice, you must let us know in writing within 10 days of your receipt of the invoice and, in the meantime, pay any undisputed portion of the invoice when due. Overdue payments will bear simple interest at 18% per annum. If you are delinquent on any payments owed Aries on this or any other project, we reserve the right to suspend or terminate the Services, and collect from you all fees and expenses through the termination date. Exercising our right to terminate or suspend will not prevent us from pursuing other rights and remedies, nor will it create any liability of Aries to you. If we are ever in the position of having to collect overdue amounts from you, you will reimburse Aries for all its costs of collection including reasonable attorneys' fees.

If the cost of the services we will be performing for you under the Proposal will be reimbursed from the Oil Discharge and Disposal Cleanup Fund established by NH RSA 146-D, the Fuel Oil Discharge Cleanup Fund established by NH RSA 146-E, the Motor Oil Discharge Cleanup Fund established by NH RSA 146-F, the Gasoline Remediation and Elimination of Ethers Funds established under NH RSA 146-G or the Methyl t-Butyl Ether Remediation Fund (collectively or individually the "Fund"), and if the Proposal provides for direct payment by that Fund to Aries for those services ("Fund Work"), then Aries waives all claims against you for payment for those services and will seek payment solely from the Fund for those specific services and obtain waivers of claims from Aries' subcontractors. For such Fund work only, the other provisions of this Section 2 of these Terms and Conditions regarding payment by you for those specific services shall not apply, and Client agrees that Aries will submit all of its invoices for work performed in rendering the Services (the "Service Invoices") directly to and will receive payment directly from the Fund, as provided by the Fund rules, for the Services performed on behalf of the Client. However, if the Proposal contains a combination of Fund Work and non-Fund Services, Aries does not waive right to payment for the non-Fund Services and Client will be responsible for payment for that portion of the Services. For Fund work, or that portion of the Services that is Fund work, Client agrees that Aries shall submit its Service Invoices directly to the Fund as the "Applicant" (as defined in Odb Rules). However, in the event that the Fund (administered by the Department of Environmental Services "DES"), rejects the Fund application, then Client shall be responsible for all time and expenses of Aries at Aries' normal billing rates, and any of its subcontractors to the date Aries is advised of the rejection. In the event of such rejection, Client may terminate the contract for any further work or authorize Aries and its subcontractors to proceed with the work at Client's expense.

3. THE CLIENT'S RESPONSIBILITIES - The project we are undertaking may not be successfully completed without your full cooperation with Aries, and there are some tasks we rely on the Client to perform. You grant us, and our employees, contractors and agents, access to the site where the work is to be performed, and if you don't own the site you will obtain written permission from the owner for us to enter. It is the Client's responsibility to secure the approvals, permits, licenses and consents necessary for performance of the Services. You will also provide us with all documents and other information in your possession or reasonably available to you that are pertinent to this project and this site, including information related to hazardous materials or other environmental or geological conditions at the site. We will be entitled to rely on documents and information you provide unless you let us know otherwise in writing when the material is delivered. Whether or not you have any written information on the following subjects (and you should provide it to us if you do), you must notify us before we begin work of all information known to you or even suspected by you concerning (a) the existence or possible existence at or near the site of any hazardous waste, hazardous substances, petroleum product, pollutants or asbestos ("Waste Material") as defined in the federal Water Pollution Control Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Reauthorization Act of 1986, or under the provisions of similar federal, state and local laws or rules; (b) any conditions known to you to exist at or near the site which might represent a potential safety hazard or danger to human health or the environment; or (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way to past or present site environmental conditions including the presence of aboveground storage tanks or underground storage tanks.

You accept the responsibility of notifying federal, state, and local officials of site conditions as required by applicable rules, regulations and laws. You also agree to notify federal, state and local officials of site conditions which may endanger public health, safety or the environment. In the event you fail or refuse to notify appropriate officials of site conditions as required by federal, state or local laws and rules, we have the right to so notify and shall have no liability to you or any other entity for any such reports made in good faith.

4. HAZARDOUS MATERIALS - So long as our agreement is in effect, you promise that no Waste Materials will be removed from the site unless and until you sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). It is the Client's responsibility to select the treatment or disposal facility to which any waste is taken. Aries will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any Waste Materials at or removed from the site. Aries will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Waste Materials at or removed from the site, other than laboratory samples we collect.

5. LAB TESTS AND SAMPLES - Aries is entitled to rely on laboratory tests we commission which are conducted using generally accepted methodologies. We will regularly dispose of all water, soil, waste and any other samples we collect at any time after 30 days following the initial submission of our final report to you, and we will charge you for the disposal costs. If you want us to retain samples for a longer period, you may request it in writing and we will comply so long as (a) the extended period of time is reasonable, and (b) you pay in advance (or on request) all applicable shipment and storage charges.

6. REPORTS AND OTHER DOCUMENTS - All written reports, audits, or assessments summarizing the Services and/or our findings, prepared by us and delivered to you (a "Report"), are your property, although if you delay in using or implementing a Report, use it with respect to another site or another project, or share it with a third party, you do so at your own risk and will indemnify Aries from any damage that results. We will perform the Services for your exclusive use, so that you are the only party entitled to rely on the results and then only to the extent provided for in these Terms and Conditions. While you may choose to share the results of our work with others who are not a party to our agreement, you shall explain to them that doing so does not create any duty, responsibility or liability of Aries to them, and that under no circumstances will they be considered a party to, or beneficiary of, our agreement. All other internal information used by us in preparing a Report, such as all data, drafts and internal reports, notes, calculations, estimates, and information prepared by Aries in order for us to provide the Services, will remain our sole property. We will generally retain pertinent documents for 3 years following submission of our final Report to you. Such documents will be available to you upon request and copies will be furnished to you after reasonable notice, for the total costs of reproduction.

7. CONFIDENTIALITY - Recognizing the importance of confidentiality to both Aries and the Client, we will each strive to maintain in confidence information about this project; particularly, neither of us will disclose to third parties the terms of the Proposal, and Aries will not, without your prior approval, disclose to third parties our Reports, or information about the site, the project, or your business. There are certain exceptions to our undertaking of confidentiality. Information which is in the public domain or is provided to us by third parties does not need to be kept in confidence. Further, there are some circumstances in addition to those mentioned in the last paragraph of Section 3 in which Aries must make disclosure of some or all of this information; among them when Aries believes disclosure is necessary to: (a) perform the Services; (b) comply with professional standards to protect public health, public safety and the environment; and (c) comply with laws and court orders. We will make reasonable efforts to give you prior notice of any disclosures under (b) or (c). You will reimburse Aries for responding to any subpoena or governmental inquiry related to the Services, at Aries' standard rates then in effect, and this obligation will continue even after we complete the Services.

8. INSURANCE - During our performance of the Services we will maintain workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. We will promptly furnish you certificates of insurance on request. We will also consider your written request to purchase project-specific insurance provided it is commercially available and you pay the premium in advance. The existence of insurance or the amounts of that insurance shall not be deemed to increase any of the duties or liabilities of Aries under this contract. That insurance may exist, shall not waive any limitations of liability or caps on liability/damages otherwise stated in these Terms and Conditions.

9. LIMITATION ON ARIES' LIABILITY - To the greatest extent allowed by law, Client agrees that Aries' (including any liability, if any, of Aries former, current or future officers, directors, agents, employees, successors and assigns) aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character (including, but not limited to personal injury and property damage), arising out of or in anyway related to this Contract, the Services or the Site, shall be limited to the greater of fifty thousand dollars (\$50,000) or the total amount of compensation received by



Aries under this contract. This limitation of liability applies even if Aries was negligent or otherwise at fault and thus limits Aries liability (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) even for its own negligence or fault.

Client expressly waives any claims against (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) Aries beyond the dollar limits specified in this Section. Under no circumstances will Aries be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential or punitive damages.

10. ALTERNATIVE DISPUTE RESOLUTION AND DEADLINE TO ASSERT CLAIMS - Client and Aries agree that they will make a good faith effort to resolve any dispute relating to or arising from this Contract or the Services without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternative forms of dispute resolution, including mediation (or arbitration if both sides agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Aries reserves the right to suspend its Services hereunder and shall so timely notify the Client.

This section shall not preclude either party from immediately filing suit for injunctive relief if that party reasonably believes such suit is required to prevent irreparable harm. Further, this section shall not prevent either party from filing a civil action if the applicable statute of limitations period (or shorter contractual limitation period) to file suit is soon to expire.

If for any reason you believe or feel that Aries has breached its duties or obligations under or related to this contract, you agree to notify Aries within 30 days of your discovery of the problem (and in no event, later than 120 days after we substantially complete, or stop, our work) and give us a reasonable opportunity to correct the deficiency. If you have not timely satisfied these notice requirements, you agree not to assert any claims or lawsuits against Aries, its (past, present or future) officers, directors or employees for any reason and you waive all other claims.

11. INDEMNIFICATION AGAINST THIRD PARTY AND OTHER CLAIMS - Unless the injury is directly caused by our negligence or intentional misconduct, you agree to assume responsibility for and defend, indemnify and hold harmless Aries, its (past, present, future) directors, officers, employees, agents, successors and assigns, from and against any and all claims by you or a successor in interest, or from third party claims against us for damages and costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees and court and arbitration costs, where such claims against Aries are in any way: (a) related to this project, the site, (including above ground, surface and subsurface related injury, harm or damage of any kind) or our provision of the Services; (b) are based in any way upon the existence, release, removal, remediation, assessment, or study of hazardous materials; or (c) result from the acts, omissions or work of others (including, without limitation, you and your subcontractors).

12. ADDITIONAL REMEDY - In addition to our right to terminate services as discussed elsewhere in these terms and conditions, upon any material breach by you of the other terms and conditions of our agreement, we may, at any time, immediately suspend the provision of Services and promptly notify you of the reason. If you fail to remedy the breach within 10 days of the date of our notice, we may elect to terminate Services without waiving any other rights or claims we have.

13. MISCELLANEOUS TERMS - This agreement is intended to be governed by and enforceable in accordance with the laws of the State of New Hampshire. The provisions of these terms and conditions are severable. The invalidity of any part of these terms and conditions will not invalidate the remainder. These terms and conditions cannot be modified orally or by any course of conduct, only by a written modification signed by both of us. These terms and conditions take precedence over any inconsistent or contradictory provision contained in any purchase order, proposal, contract, requisition, notice to proceed, or like document you may issue. Neither of us will assign any part of this agreement except with the other's prior written consent, subject to our right to subcontract portions of the Services in the ordinary course of our business.



Leavitt suggested edits

Section V - Scope of Review

- A. Whenever any development or change or expansion of use of a site governed by these regulations is proposed or whenever any changes are proposed which differ from an existing site plan as previously approved by the Planning Board; and before any construction, land clearing, building development or change is begun; and before any permit for the erection of any building or authorization for development on such site shall be granted, the owner of the property or his authorized agent shall apply for and secure from the Planning Board approval of such proposed site development in accordance with procedures outlined in this Regulation.
- B. ~~The Planning Board or their designee has the responsibility for making the determination for requiring Site Plan Review. The threshold at which Site Plan Review is required is determined using the follows guidelines:~~

As the following is a list, end each with a period and strike all the “or” at the close of requirement

1. ~~Threshold for Activities that require Site Plan Review~~

1. ~~The following is a list of activities that would trigger a require a Site Plan Review~~ requirement:

- a. New construction of non-residential or multi-family development, or
- b. Any change or expansion in use of a site or structure when such change is materially or substantially different from the previous use such that there is an significant effect on the quantitative or qualitative requirements of these Regulations or the Zoning Ordinance, or
Side Note: the word significant as used here is undefinable.
- c. Exterior projects that entail the development, change, or expansion ~~of (200) or more gross~~ that exceeds 199 square feet of buildings, structures, or parking area, or
- d. Internal building modifications to a non-residential use that affect the scale or impact or activity level of the existing use, or
- e. Modifications to previously approved site plans, or

- f. A change in the site configuration that generates or increases the potential for adverse impacts to drainage systems, surface waters, groundwater, wetlands, and/or floodplains, or
- g. Development that proposes changes to the landscaping, screening, lighting, driveways, parking lots, architectural appearance or visual appearance of an existing structure or site, or
- h. Expansion of use that impacts traffic flow and lighting as it relates to pedestrian safety, or that will result in an increase in vehicular traffic entering or leaving the site by more than 50 vehicles during peak hour or 100 vehicles per day based on the most recent edition of the ITE Trip Generation Manual, or
- i. ~~Vacancies of space within a single use building or a multi-use building will be considered abandonment of use or considered a non-use if they are vacant for more than 3 years, or~~
- j. When determining if there will be a change of use in an existing multi-use building, the entire building and its current and proposed occupant may be taken into consideration, not just the proposed new occupant, or
- k. When applying for a change of use for a project with a previously approved site plan for which construction has not been completed, all previously approved waivers of regulations shall be resubmitted for approval, or
- l. ~~Request by the applicant/Owner subject to the limits of the Planning Board's statutory jurisdiction.~~

2. Site Plan Review is not required for a project if all the following are met:

- a. ~~Proposed project complies with the Zoning Ordinance, and~~
- b. ~~Exterior projects of less than (200) gross square feet of buildings, structures, or parking area from the date of the previously approved Site Plan (*) unless it affects the scale, impact or activity level of the existing use, and~~
- c. ~~Projects that involve a Change in Use for a property that has a previously approved Site Plan (*) by the Board provided the Change of Use does not affect the scale, impact or activity level of the existing use, and~~
- d. ~~Internal building modifications to a non-residential use that do not affect the scale, impact or activity level of the existing use, and~~

- e. ~~Any proposed construction on the exterior and/or site of existing buildings if it complies with the approved site plan and it is minimal in nature, maintains the existing appearance and/or function of the building and/or site, and~~
 - f. ~~The overall primary use of an existing multi-use building having multiple occupants does not change such that it would affect the scale or impact or activity level of the existing overall use, and~~
 - g. ~~An approved project which has changed Ownership without a Change of Use.~~
 - h. ~~(*)—Existing uses/buildings prior to March 1982 are not required to have had a previous approved Site Plan.~~
- C. ~~If the project appears to not require Site Plan Review per above guidelines, the project Owner or designee shall meet with the Land Use Secretary to review the project. The “Application for Determination of Site Plan Review” form (form is available at the Land Use Office) shall be completed to help define the project’s scope. The Land Use Office shall determine if Site Plan Review is required and if not, the project will be handled in the same manner as a building permit application. In the absence of the Land Use Secretary during regular business hours, the Town Administrator may make the determination. If it is determined that Site Plan Review is required, the applicant shall follow the procedures of this document.~~

If an applicant is asking to make changes to an existing Site Plan, the Planning Board has the responsibility to determine to what degree, if any, a Site Plan Review needs to be completed. The applicant should fill out an Application for Determination of Site Plan Review where the Planning Board at least 15 days prior to the Planning Board Meeting.

Alternately, the applicant may request a Conceptual Consultation with the Planning Board. ~~In the event~~ **if during** that meeting the Planning Board **decides not requiring a Site Plan Review, is not required** there is no need to file an Application for Determination of Site Plan Review. If the Planning Board determines a Site Plan Review is necessary, either through a completed application or through a consultation, they may choose to exempt certain elements of the checklist.

Any changes to an existing Site Plan where elements currently required by these regulations shall require those elements to be provided as part the Site Plan Review, unless there is a previous exemption recorded regarding those elements, or the previous Site Plan was approved before 1982. Any changes to existing **approved** site plans must have a Site Plan Amendment, describing the changes from the ~~previously approved~~ site plan, filed with the Property Card at the Town Hall.

Side note: Replace the comma with a period at the close of each condition; Strike the redundant “and” at the end of each condition

1. A full Site Plan Review may not be required if ~~the~~ all following conditions are met:
 - a. Proposed project complies with the Zoning Ordinance, and
 - b. Exterior projects of less than (200) gross square feet of buildings, structures, or parking area from the date of the previously approved Site Plan (*) unless it affects the scale, impact or activity level of the existing use, and
 - c. Projects that involve a Change in Use for a property that has a previously approved Site Plan by the Board provided the Change of Use does not affect the scale, impact or activity level of the existing use, and
 - d. Internal building modifications to a non-residential use that do not affect the scale, impact or activity level of the existing use, and
 - e. Any proposed construction on the exterior and/or site of existing buildings if it complies with the approved site plan and it is minimal in nature, maintains the existing appearance and/or function of the building and/or site, and
 - f. The overall primary use of an existing multi-use building having multiple occupants does not change such that it would affect the scale or impact or activity level of the existing overall use, and
 - g. An approved project which has changed Ownership without a Change of Use.

Section V - Scope of Review

- A. Whenever any development or change or expansion of use of a site governed by these regulations is proposed or whenever any changes are proposed which differ from an existing site plan as previously approved by the Planning Board; and before any construction, land clearing, building development or change is begun; and before any permit for the erection of any building or authorization for development on such site shall be granted, the owner of the property or his authorized agent shall apply for and secure from the Planning Board approval of such proposed site development in accordance with procedures outlined in this Regulation.
1. The following is a list of activities that would trigger a Site Plan Review:
- a. New construction of non-residential or multi-family development.
 - b. Any change or expansion in use of a site or structure when such change is materially or substantially different from the previous use such that there is an effect on the quantitative or qualitative requirements of these Regulations or the Zoning Ordinance.
 - c. Exterior projects that entail the development, change, or expansion that exceeds 199 gross square feet of buildings, structures, or parking area.
 - d. Internal building modifications to a non-residential use that affect the scale or impact or activity level of the existing use, or
 - e. Modifications to previously approved site plans, or
 - f. A change in the site configuration that generates or increases the potential for adverse impacts to drainage systems, surface waters, groundwater, wetlands, and/or floodplains.
 - g. Development that proposes changes to the landscaping, screening, lighting, driveways, parking lots, architectural appearance or visual appearance of an existing structure or site, or
 - h. Expansion of use that impacts traffic flow and lighting as it relates to pedestrian safety, or that will result in an increase in vehicular traffic entering or leaving the site by more than 50 vehicles during peak hour or 100 vehicles per day based on the most recent edition of the ITE Trip Generation Manual, or
 - i. Vacancies of units within multi-use, commercial buildings, with the exception of residential use, will be considered abandonment of use if they are vacant for more than 3 years.
 - j. When determining if there will be a change of use in an existing multi-use building, the entire building and its current and proposed occupant may be taken into consideration, not just the proposed new occupant.

- k. When applying for a change of use for a project with a previously approved site plan for which construction has not been completed, all previously approved waivers of regulations shall be resubmitted for approval.
- B. If an applicant is asking to make changes to an existing Site Plan, the Planning Board has the responsibility to determine to what degree, if any, a Site Plan Review needs to be completed. The applicant should fill out an Application for Determination of Site Plan Review with the Planning Board at least 15 days prior to the Planning Board Meeting.

Alternately, the applicant may request a Conceptual Consultation with the Planning Board. If during that meeting the Planning Board decides a Site Plan is not required, there is no need to file an Application for Determination of Site Plan Review. If the Planning Board determines a Site Plan Review is necessary, either through a completed application or through a consultation, they may choose to exempt certain elements of the checklist.

Any changes to an existing Site Plan where elements currently required by these regulations shall require those elements to be provided as part the Site Plan Review, unless there is a previous exemption recorded regarding those elements, or the previous Site Plan was approved before 1982. Any changes to existing site plans must have a Site Plan Amendment, describing the changes to the previous site plan, filed with the Property Card at the Town Hall.

1. A full Site Plan Review may not be required if all the following conditions are met:
 - a. Proposed project complies with the Zoning Ordinance.
 - b. Exterior projects of less than (200) gross square feet of buildings, structures, or parking area from the date of the previously approved Site Plan (*) unless it affects the scale, impact or activity level of the existing use.
 - c. Projects that involve a Change in Use for a property that has a previously approved Site Plan by the Board provided the Change of Use does not affect the scale, impact or activity level of the existing use.
 - d. Internal building modifications to a non-residential use that do not affect the scale, impact or activity level of the existing use.
 - e. Any proposed construction on the exterior and/or site of existing buildings if it complies with the approved site plan and it is minimal in nature, maintains the existing appearance and/or function of the building and/or site.

- f. The overall primary use of an existing multi-use building having multiple occupants does not change such that it would affect the scale or impact or activity level of the existing overall use.
- g. An approved project which has changed Ownership without a Change of Use.



TOWN OF WARNER

PO Box 265

Warner, New Hampshire 03278-0265

Telephone: (603) 456-2298 ex. 7

Warnernh.gov email: landuse@warnernh.gov

Planning Board Work Session Minutes

October 6, 2025 7:00 PM

Lower Meeting Room, Warner Town Hall, 5 E Main St

I. OPEN MEETING: Chair Karen Coyne called the meeting to order at 7:00 PM. The Pledge of Allegiance was recited.

II. ROLL CALL

Planning Board Member	Present	Absent
Karen Coyne, Chair	✓	
James Gaffney		✓
Pier D'Aprile	✓	
Barak Greene, Vice Chair	✓	
Ian Rogers	✓	
Mike Smith – Select Board		✓
John Leavitt	✓	
Bob Holmes – Alternate	✓	
Micah Thompson – Alternate	✓	

Bob Holmes and Micah Thompson were elevated to voting members.

III. PUBLIC COMMENT

None

IV. NEW BUSINESS

Minor Subdivision Application Continuance

Applicant: John Puc

Owners: John Puc

Agent: S & H Land Services LLC

Surveyor: Robert Degan, LLS

Address: Map 37, Lot 6, 131 Waterloo Street, Warner NH 03278

District: R-2

Description: Applicant seeks to subdivide the subject property, creating two additional building lots with frontage on Waterloo Street and the Warner River. No new road is proposed.

Karen Coyne explained that on September 9, 2025, the Planning Board continued their deliberations to ensure that the Planning Board notified the WRLAC and the DES. She stated that both of those notifications have been sent and there has not been a response received.

Karen Coyne reopened the hearing for further Planning Board discussions. Rob Degan recapped the project. Karen Coyne explained that a public comment came in requesting that the Planning Board look at a building permit on Willaby Colby Lane, but no further information was provided.

1 There were no further comments or questions from the Planning Board. Karen Coyne closed the public
2 hearing. John Leavitt requested that the public be allowed to offer any additional information. Karen Coyne
3 reopened the floor for public comment. No public comment was offered.
4

5 Karen Coyne explained that this will be required to go before DES because it is located in the Watershed
6 District. She stated that they will also be required to have a state septic permit and the WRLAC would have
7 to be notified again before a build.
8

9 **Barak Greene made a motion, seconded by Pier D'Aprile, to approve the two lot subdivision with the**
10 **waivers. Motion passed unanimously.**
11

12 **V. Revision of Section 5 of the Site Plan Procedures**

13 Barak Greene stated that he received only one edit from the last time he presented this one month ago. He
14 explained that the amendment relates specifically to the time frame between when the application is received
15 and when the Planning Board reviews it. He stated that it is 15 days. Karen Coyne asked if the applications
16 reflect 21 days. She questioned why the site plan requirement would not coincide with the Planning Board
17 calendar or vice versa.
18

19 Barak Greene asked if there is a rule for a conceptual consultation because he views them similarly.
20

21 Bob Holmes stated that he reviewed the proposal from Barak Greene. Bob Holmes stated that he
22 fundamentally does not like it. He explained that the applicant should have a discussion with the Land Use
23 Secretary to determine if a variance or site plan is needed. He suspects that this would cause more people to
24 come before the Planning Board. He would prefer that the applicant speak to the Land Use office on an
25 informal basis.
26

27 Barak Greene spoke about an instance where the applicant came to the Land Use office but the Land Use
28 Secretary was not available so the applicant spoke to the Town Administrator, and the Applicant was told to
29 pull a building permit when they should have filed a site plan review. Bob Holmes does not believe
30 applicants should go to the Town Administrator for planning/zoning guidance. Ian Rogers agrees with Bob
31 Holmes that the original procedure does seem to make this a simpler process.
32

33 Karen Coyne spoke about a few instances where an applicant received wrong information from Town Hall.
34 She stated that she believes in the value of conceptual consultations. She stated that she does not feel that one
35 person should be making the determination.
36

37 Ian Rogers is in favor of the site plan amendment and believes that it will serve the town in the future. He
38 questions if additional training would reduce the misinformation given out. He is not in favor of putting
39 additional pressure or strain on volunteers. There was a discussion regarding what documents are recorded at
40 the registry of deeds, and the paper records held at the town. Karen reiterated that conceptual consultations
41 serve a valuable purpose.
42

43 Barak Greene appreciates that the way this is written, people will come before the Planning Board, creating a
44 record. He questions how many times something changes, and the Planning Board is not aware of it.
45 Ian Rogers wonders if there is a way of doing this that does not involve going to the Planning Board every
46 time. He would appreciate it if the revision was written in a way that the Land Use Secretary could make the
47 determination on clear cut issues. Barak Greene explained that the amendment is written in a way that does
48 not put the Land Use Secretary in an awkward position. He stated that this will also minimize the good old
49 boy mentality.

1
2 The Planning Board agreed to continue the discussion until October 20, 2025, allowing Ian Rogers the
3 opportunity to provide additional amendments. Chrissy Almanzar noted that the determination for site plan
4 review form appears that it is meant to come before the Planning Board. She explained that looking at the
5 form, it does not appear that the Land Use Clerk would be making any determination. Bob Holmes agreed.
6 Bob Holmes explained that he began to revise Barak's proposal but there were too many. Barak Greene
7 reiterated the problem that he is attempting to solve. He believes it is currently unclear on the form as to
8 whether a site plan review is needed or just an amendment. He explained that that problem needs to be
9 solved. Karen Coyne stated that this makes the process clear. John Leavitt questioned the scenario when an
10 applicant makes the determination that a site plan review is not needed, but in fact it is. Barak Greene is not
11 aware of anything in their procedures that can stop that.

12
13 Barak Greene requested to have the CIP brought back to the Planning Board for discussion and to vote on it
14 before it goes to the Budget Committee. It was agreed to do this at the next meeting.

15
16 **VI. MINUTES September 22, 2025**

17 **Ian Rogers made a motion seconded by Bob Holmes to approve the September 22, 2025 Planning**
18 **Board meeting minutes as amended. Motion passed, Barak Greene abstained.**

19
20 **VII. COMMUNICATIONS**

21 None

22
23 **VIII. REPORTS**

24 **Chair's Report- Chair, Karen Coyne**

25 None

26 **Select Board – Mike Smith**

27 None

28 **Regional Planning Commission - Ben Frost, Barb Marty**

29 Barb Marty has indicated that Thursday will be the first quarterly RPC meeting. Barb Marty will
30 provide a summary before the next Planning Board meeting.

31 **Economic Development Advisory Committee – James Sherman**

32 None

33 **Agricultural Commission - James Gaffney**

34 None

35 **Regional Transportation Advisory Committee – Tim Blagden**

36 None

37 **Housing Committee**

38 Bob Holmes explained that the Housing Committee reviewed ADU legislature changes, worked on
39 potential community engagement survey questions, reviewed the State changes to the Commercial
40 Zoning, intervale, and commercial districts. There was a discussion regarding impact fees.

41
42 **IX. PUBLIC COMMENT**

43 None

44
45 **X. ADJOURN**

46 The meeting adjourned at 8:21 PM.

47

48 Respectfully submitted by Tracy Doherty

1
2
3
4

DRAFT



TOWN OF WARNER

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Planning Board Meeting Minutes

October 20, 2025 7:00 PM

Lower Meeting Room Warner Town Hall 5 E Main St

I. OPEN MEETING: Chair Karen Coyne called the meeting to order at 7:02 PM.

II. ROLL CALL

Planning Board Member	Present	Absent
Karen Coyne, Chair	✓	
James Gaffney	✓	
Pier D'Aprile	✓	
Barak Greene, Vice Chair	✓	
Ian Rogers	✓ via Zoom	
Mike Smith – Select Board	✓ via Zoom	
John Leavitt	✓	
Bob Holmes – Alternate	✓	
Micah Thompson – Alternate	✓	

III. PUBLIC COMMENT

None

IV. NEW BUSINESS

A. Tax Deeded Property Disposition

Bob Holmes began speaking about practices of other states regarding tax deeded properties.

Video stopped. Video resumed after few minutes

James Gaffney asked how this pertains to the Planning Board as new business. Bob Holmes explained that the Planning Board recommended that the town dispose of almost all the town owned property, but the Conservation Commission recommended keeping the properties. Bob Holmes believes there should be a conversation between the Planning Board and the Conservation Commission. James Gaffney stated that would be a decision made by the Select Board. Karen Coyne noted that the Select Board has an agenda item for the next meeting to discuss a method of notifying abutters of the sale of town owned property. Barak Greene believes that it is the responsibility of the Select Board to return taxable property to the tax rolls as fast as possible. He explained that the only decision is to determine how to sell it. Barak Greene stated that the Planning Board and the Conservation Commission do not have a say. He stated that for some reason in Warner the Select Board receives recommendations but unless there is a recommended dollar amount it is a moot point. James Gaffney clarified that that is the process the Select Board has in place; it was not a vote by the Town. He stated that a petition warrant article could be submitted to force the Select Board to sell the Town owned properties or to force them to come up with a process that requires them to sell the properties. James Gaffney stated that Mike Smith teed this up for someone to take to Town Meeting.

Ian Rogers via Zoom informed the Planning Board the video cut out while Bob Holmes was speaking, and anyone online missed 70% of Bob Holmes' comments. Ian Rogers stated that he would like to hear from Mike Smith regarding his work on this topic. Mike Smith explained that he has given a list of town-owned properties to the Town committees for their review and comments. He explained that he has walked some but not all of the properties. He stated that he spoke to the auctioneers who would like to auction the properties as a lump or a couple of groups. Mike Smith stated that he will continue walking the properties

1 and going through the process. He does not want to make a mistake by selling something that the Town
2 should have retained. Karen Coyne reiterated that this is on the Select Board agenda for the meeting
3 tomorrow night. Micah Thompson questioned if the town is allowed to keep them. James Gaffney stated
4 that there could be a previous owner who still has claim to the property pursuant to state law. He stated that
5 the Select Board and previous Select Boards have been negligent on this and Mike Smith is the first person
6 to try to address it. Mike Smith explained that residents have contacted him about this. He explained that
7 the Town is selling the properties for the taxes owed and return them to the tax rolls. Ian Rogers asked about
8 the properties that the Conservation Commission recommended not selling. Mike Smith explained that it is a
9 Select Board decision, and he will provide all recommendations to the Select Board.

10
11 Barak Greene asked if there is a budget for the town to sell the properties and if the budget is not sufficient,
12 why is the town bothering with walking all of the properties. Mike Smith explained that even though the
13 parcels are not big it is important to walk the properties to see what is around it. James Gaffney asked about
14 the previous owners' equity in the properties, he thinks it would be helpful to determine the dollar value of
15 the town's liability to the previous owners. Barak Greene stated that it would be expensive and the town
16 would need to determine the value of all the properties. James Gaffney stated that a ballpark estimate would
17 be adequate. James Gaffney stated that if there is a piece of property that the Conservation Commission
18 wants to keep there should be an understanding that they will be required to pay for it. Mike Smith stated
19 that the Conservation Commission can bid on it at auction. Mike Smith explained that some of the parcels
20 were donated to the Town, he stressed that it is important to determine how the Town acquired the property.
21 John Leavitt stated that the Conservation Commission needs to understand that by keeping the property there
22 is a liability to the town. Mike Smith reiterated that this is not a Planning Board issue. Karen Coyne agreed.
23 Ian Rogers appreciates the update and asked what the process is after all the properties have been walked.
24 Karen Coyne reiterated that it would be a question to be asked of the Select Board.

25 26 **V. UNFINISHED BUSINESS**

27 **A. Review CIP**

28 Karen Coyne recapped the CIP requests.

29 Town Hall: \$30,000 for windows at town hall and the Warner Community Center

30 Assessing: \$52,000 for the reval

31 Town Clerk: Nothing

32 Police Department: vehicle replacement in 2028 and 2030

33 DPW: bridge repair/replacement \$125,000 and \$200,000 for the highway department.

34 Transfer Station: service life extension for \$25,000 and a pole barn \$50,000, equipment \$35,000.

35 Fire Department: equipment \$50,000, fire vehicles \$100,000 (tanker 1 in 2028, tanker 2 in 2030 and engine 2
36 in 2037.

37
38 Karen Coyne stated that Pier D'Aprile worked diligently with Tim Allen on the DPW's CIP as it is the
39 largest. Barak Greene asked about the sprinkler system for Town Hall. Karen Coyne stated that the Select
40 Board did not submit a request for it.

41 **Barak Greene made a motion seconded by Pier D'Aprile to approve the CIP for 2026 through 2031.**

42 **Motion Passed unanimously.**

43 **B. Site Plan Application Review**

44 John Leavitt and Ian Rogers submitted a submission for the Planning Board to review.

45 John Leavitt's submission was reviewed.

46 *II: Vacancies of space within a single use building or a multi-use building will be considered abandonment of use or considered a*
47 *non-use if they are vacant for more than 3 years, or*

48 Barak Greene would like to keep item II because the 2 year abandonment issue is in line with other existing
49 ordinances that requires a new application. John Leavitt stated that enforcement is the issue. Barak Greene

1 stated that it would be up to the building inspector. Micah Thompson stated that there would not be any
2 reason for the building inspector to come in until a certificate of occupancy is requested. John Leavitt
3 explained the reason he wanted to remove it is because there is no way for the town to monitor it. John
4 Leavitt clarified that it is rooms within the building that he perceives as an enforcement issue. James Gaffney
5 stated that he likes the narrowness and general simplicity of how John Leavitt approached this.
6

7 *1L. Request by the applicant/Owner subject to the limits of the Planning Board's statutory jurisdiction.*

8 Barak Greene questioned the need to remove section 1L. He stated that if a property owner requests a site
9 plan review, they should be permitted. Ian Rogers agreed.
10

11 Ian Rogers stated that he agrees with Barak Green regarding section 1I, he views the issue of vacant space
12 inside a building would affect the outside of the building in some way. He is in favor of keeping both 1I and
13 1L. Bob Holmes stated that in reading 1K, (*When applying for a change of use for a project with a previously approved*
14 *site plan for which construction has not been completed, all previously approved waivers of regulations shall be resubmitted for*
15 *approval, or)* he believes that it could violate RSA 674:39 in some cases. He explained that the RSA states
16 that the approval is good for 5 years. Karen Coyne stated that it refers to a change in use, and the Planning
17 Board has said that a change in use triggers site plan review. Micah Thompson questioned the term
18 abandonment verses non-use. He stated that someone could be utilizing a portion of a building but not
19 another that would not mean the building has been abandoned since a portion of the building is being used
20 and taxes are being paid on it. Barak Greene stated that is a fair point. James Gaffney explained that in the
21 past it has been applied when a property discontinues a use for a significant period of time. Karen Coyne
22 stated that she can see Micah Thompson's point what constitutes abandonment. James Gaffney stated that in
23 this case it would typically apply to a commercial property. Bob Holmes does not think the Town should be
24 monitoring sections of buildings for use.
25

26 Barak Greene explained that he views this as; if a strip mall once had a restaurant and that restaurant closed
27 and three years later another restaurant moves in and they decide a site plan is not necessary, he believes a
28 site plan review should be required. James Gaffney stated that it would not be a change in use. He stressed
29 that if it is a permitted use in that district it is permitted. James Gaffney stated that he is not in favor of
30 requiring people to jump through hoops to do things that are clearly permitted in the district.
31

32 Ian Rogers spoke to the restaurant example; he agrees with Barak Greene that it would be good practice to
33 require a site plan review. He stated that depending on the situation however, if everything is the same they
34 might not need to go through a site plan review. James Gaffney stated that the purpose of this is to simplify
35 the process and make this as simple and understandable as possible.
36

37 Bob Holmes explained that the Town has a new building inspector/code enforcement officer. He suggested
38 asking the building inspector / code enforcement officer for his input. James Gaffney stated that code
39 enforcement is completely separate from Planning Board and Site Plan Review. James Gaffney expects that
40 whatever the Planning Board approves the building inspector/code enforcement officer would be responsible
41 to inspect or enforce what was approved. Micah Thompson stressed that zoning and building enforcement
42 are not the same. Barak Greene agreed but other communities utilize a tactical review committee to review
43 all applications to give their input before the Planning Board does. Karen Coyne asked if the building
44 inspector is also the code enforcement officer. Mike Smith concurred that the newly hired building inspector
45 is also serving as code enforcement.
46

47 Barak Greene and Ian Rogers stated that they like John Leavitts edits but they both would prefer to keep 1I
48 and 1L.
49

1 **James Gaffney made a motion seconded by John Leavitt to adopt John Leavitt’s edits as written.**

2
3 *Discussion on the motion:* Barak Greene suggested revising the language of 1I to strike vacancies and spaces
4 for a singular use and replace it with vacancies in a multi-use building. Karen Coyne clarified the friendly
5 amendment to be “*the vacancy of space in a multi-use building will be considered abandonment of use or*
6 *considered non-use if vacant for more than three years*”. James Gaffney would like a qualification that is a
7 makes it clear that it is logically separate space. Barak Greene agreed. The Board considered “*the vacancy*
8 *of unit(s) within a multi-use commercial building with the exception of residential use will be considered*
9 *abandonment of use or considered non-use if vacant for more than three years*”.

10
11 **Amended motion**

12 **James Gaffney made a motion seconded by John Leavitt to accept John Leavitt’s edits as written with**
13 **the exception of 1I which is “the vacancy of unit(s) within a multi-use commercial building with the**
14 **exception of residential use will be considered abandonment of use if vacant for more than three**
15 **years”. Motion Passed unanimously.**

16
17 The Board reviewed the edits submitted by Ian Rogers. Barak Greene stated that in reviewing Ian’s edits it
18 appears that the Land Use Secretary and the Town Administrator retain the ability to determine a site plan
19 review as needed. He stated that it does not fix the problem they are having. Ian Rogers stated that he
20 focused on housekeeping issues by clarifying language and to solidify the procedure of how it is determined
21 whether something needs a site plan review. Ian Rogers explained that he tried to establish multiple avenues
22 or different ways to make the determination for different situations.

23
24 Ian Rogers explained that his another proposed edit includes language that states that the land use secretary
25 may not be able to make the determination if a site plan review is necessary and in that case the Town
26 Administrator would be an option but if the Town Administrator was not available the Planning Board would
27 make the determination. Ian Rogers explained that every situation will be different and he tried to build this
28 procedure in such a way that it would allow for those differences. Barak Greene stated that one of the
29 biggest problems is that everyone in Town Hall wears multiple different hats. He stated that the Town does
30 not have professionals on staff that can look at plans and see through any kind of misdirection or confusion.
31 He spoke of three recent examples that caused issues. Karen Coyne questioned if the Town Administrator
32 would have the qualifications necessary to make the determination on a need for a site plan review. Bob
33 Holmes stated that the new building inspector does have extensive experience. He stated that for him the
34 real issue is who would the applicant speak to first; the land use secretary or the building inspector. Barak
35 Greene stated that this also needs to prevent the abuse of the system. James Gaffney stated that is happening
36 now by issuing building permits without charging town employees which is not in the zoning ordinance.

37
38 Micah Thompson stated that the new building inspector is also working in two other towns and he expressed
39 concern about the added expectation of requiring him to do additional reviews.

40 **James Gaffney made a motion seconded by John Leavitt to reject Ian Rogers’s edits. Motion Passed**
41 **6-1-0, Ian Rogers voted in the negative.**

42
43 *Discussion on the motion:*

44 Ian Rogers asked what items on the list of determinations (of what requires a site plan review) would require
45 someone to have special experience. James Gaffney stated that the question of what the special qualifications
46 are is external to the motion on the floor. Barak Greene stated that in addition to that the edits proposed does
47 not resolve the abuse question. Ian Rogers explained that his second point does involve the abuse question,
48 he inquired if the person who made the incorrect decision had read the list of determinations. Barak Greene
49 stated that does not change the capacity for whether or not it could be abused. James Gaffney stated that the

1 way to keep things as consistent as possible is to keep it at the Planning Board level. Ian Rogers stated that
2 he does not see the potential for abuse as others do. He stated that there is value in streamlining the process
3 for applicants and saving their time and the time of the Planning Board.
4

5 The Planning Board agreed to schedule a public hearing to consider the adoption of John Leavitt's edits.
6

7 **C. State Changes and Zoning Ordinance Modifications**

8 The Planning Board continued their discussion on State Changes and Zoning Ordinance Modifications. Bob
9 Holmes stated that the Housing Committee approved a draft ordinance for accessory housing and that should
10 be coming to the Planning Board. The Planning Board agreed to add that to a November agenda.
11

12 James Gaffney stated that it has been brought to his attention that a Select Board member said that the Select
13 Board cannot take action regarding the encampment on North Road because the Planning Board and the
14 Zoning Board have not given them some means of taking action. James Gaffney asked if the Planning Board
15 would like to discuss changing the zoning ordinance to address this. He stated that the Town does not have
16 an ordinance relating to squatting. Barak Greene asked if there is an ordinance regarding cleaning up. Pier
17 D'Aprile asked if the Select Board has asked the Planning Board to weigh in on this. James Gaffney stated
18 they have not. Karen Coyne clarified that James Gaffney is asking if the Planning Board has an appetite to
19 make changes to the zoning ordinance to address this situation. The Planning Board discussed the issue of
20 trespassing on town owned property. James Gaffney explained that language could be revised to include "the
21 Select Board shall". Ian Rogers suspected there are other tools the Town could use apart from zoning. Barak
22 Greene stressed that the Welfare department should be the responding department. James Gaffney reiterated
23 that there are trespassing, trash and noise issues, and the welfare component is separate for the land use
24 issues. James Gaffney will not speak to the intent of the people, the Planning Board can only consider land
25 use issues. He reiterated that the Select Board has complained that they do not have the tools to address this
26 and he would argue that clarity is need. He suggested adding the issue to the next agenda. James Gaffney
27 stated that this would definitely need to be a Town Meeting issue. Pier D'Aprile suggested reviewing the
28 trespassing ordinance and respond to the Select Board if they determine the trespassing ordinance is
29 sufficient for the Select Board to take action. James Gaffney explained that it is his position that the Select
30 Board lacks the will to take action and if the zoning ordinance language was changed to "the Select Board
31 shall..." that would compel them to take action. Micah Thompson questioned if this is a communal issue, he
32 stated that this is a very big issue for the Planning Board to involve itself in. Barak Greene stated that the
33 Planning Board should not be policing the Select Board. Karen Coyne stated that she will schedule this on
34 the November 17th agenda to determine what if anything the Planning Board wants to do.
35

36 **VI. COMMUNICATIONS**

37 Karen Coyne advised the Board that late today the findings from Aries Engineering was received and will
38 sent out. She stated that Aries has offered to attend a meeting. She will invite Aries to the November 3,
39 2025 meeting. She asked the Board to review the information and be prepared for November 3rd.
40

41 Karen Coyne stated that Peacock has filed a request for an extension.
42

43 **VII. REVIEW MINUTES** October 6, 2025

44 Tabled to review the Zoom video
45

46 **IX. ADJOURN**

47 The meeting adjourned at 8:23 PM

48 Respectfully submitted by Tracy Doherty