

## Planning Board Minutes 06/22/2015

**Planning Board  
Preliminary  
Meeting  
Minutes –  
Recorded by  
Ken Paulsen  
June 22, 2015**

Members  
present:  
RMarshall,  
JFletcher,  
PRenaud,  
KO'Connell,  
SFox,  
KPaulsen,  
AWood, AHeck,  
MSteere

**7:00 p.m.  
Meeting  
Minutes**

PRenaud began  
reading the  
June 8, 2015  
meeting  
minutes. Minor  
spelling  
changes were  
made.

Substantive  
change made to  
Lines 51-53 and  
should read  
"RMarshall said  
a ZBA variance  
would be less  
costly, but a lot  
line adjustment  
would be even  
**more** costly.

After more  
discussion, a lot  
line adjustment  
**might** be the  
least costly and  
easiest solution  
for HMitchell."

A motion was  
made to accept  
the minutes and  
seconded. Vote  
was unanimous.

**7:20 p.m. Mail  
Received:**

- Ledger-  
Transcript  
bill

- Upton &  
Hatfield  
bill

**7:30 p.m. All  
Rose Farm  
(ARF) Public  
Hearing**

The hearing opened with KO'Connell explaining the rules of procedure and that the only issue to be discussed is whether or not ARF has met the definition of hotel. The public attendance clipboard was passed around.

KPaulsen recused himself from the hearing because of statements he made at a prior hearing as a member of the public. He was asked to take minutes in place of SRozzi who could not attend the meeting. RMarshall was then asked to sit as a voting member.

Attorney JCronin presented a letter to KO'Connell requesting that RMarshall not participate because of public statements that suggest he has a bias and because of that he could have a significant influence on other board members.

PRenaud consulted RSA 674:14 that

pertains to  
recusal which  
leaves the  
decision to the  
member on  
whether or not  
he elects to step  
down.

RMarshall  
stated that "I will  
not recuse. I  
have attended  
all the meetings  
and have the  
knowledge to  
make an  
objective  
decision."

JFletcher asked  
RMarshall if he  
had made any  
statements that  
showed bias.  
RMarshall  
replied that he  
spoke to the fact  
that Greenfield  
Zoning  
Ordinance [Ref:  
Section II.  
Definitions,  
letter N, Section  
III. Districts, E.  
General  
Residence  
District, 6 –  
revised 3/10/15]  
does allow  
hotels in the  
general  
residence  
district. He also  
spoke to the fact  
that the  
Planning Board  
had not made  
any decision  
that required a  
ZBA meeting.

JReimers  
presented the  
case for ARF  
being a hotel  
where  
destination  
weddings would  
be conducted. It  
could also be  
used for family  
reunions. ARF  
is insured as a  
hotel and pays  
the NH sales tax  
for hotels.  
Guests must  
stay overnight.

Weddings are conducted in a sunken garden and the barn is used as a reception area. ARF does not have any agriculture and therefore the recent court decision regarding "agritourism" did not apply. No controlling state law defines hotel. Several different dictionary definitions of "hotel" were read.

JReimers then proceeded to cover definitions of "transient". Every guest of ARF is a transient and must stay 2-3 nights. Hotels are defined in a variety of ways in the RSAs but they do not override the Greenfield Zoning Ordinance definition. He concluded by referencing the consultant's report to the Planning Board where she concluded that ARF is a hotel in a general residence district and is allowed.

8:30 p.m.  
JCronin presented the case against ARF. He stated, "We have a proposed land use, but not a permitted use." He referenced past printed information which

referenced ARF  
as a home  
based business  
then as a hotel.  
Guests are  
invited, they are  
not transients.  
ARF is a  
destination  
wedding venue.  
He could not  
find any  
information that  
used the word  
“hotel” in  
conjunction with  
ARF. The  
Greenfield  
definition of  
hotel cannot be  
a secondary  
use.

JCronin  
suggested that  
the 2015  
warrant article  
regarding  
setbacks was  
the wrong issue.

The real issue is  
that ARF is  
primarily a  
destination  
venue and not a  
hotel.

**8:40 p.m.**

**Public input**

DHedstrom  
couldn't  
conceive of how  
ARF is a hotel.  
“It is a wedding  
event center. It  
depletes the  
value of abutting  
property. We  
have a right to  
defend our  
property.”

SPonnouyer  
referenced the  
Universal  
Building Code  
definition of  
hotel.

SMoller said  
“ARF looks like  
a hotel, acts like  
a hotel.  
Activities at  
ARF are no  
more

detrimental than the noise from other residents holding parties.”

McCavanaugh suggested that two businesses exist; one is a hotel and the other is an event center. Only one is allowed in a residential district.

Opening it up for both would prompt others to take on additional activities. He referenced two Monadnock Ledger articles neither of which mentioned ARF as a hotel.

SPonnouyer added that the building code states hotels typically have accessory uses and event rooms.

With no more discussion, KO’Connell closed the public input.

**8:55p.m.  
Planning Board  
discussion**

PRenaud stated that there are three RSA definitions of hotel and it is clear from the statutes that each one applies to a particular situation. He made a motion that the Planning Board only considers the definition in the Greenfield Zoning Ordinance. It was seconded by RMarshall.

The vote was unanimous.

RMarshall asked how many rooms are available for lodging. MPerron stated that all facilities are rented as a block for \$575 a night. One night stays are not an option. That is a marketing decision.

JFletcher asked if the word "primarily" is used to refer to lodging. Both JReimers and JCronin agreed.

RMarshall asked how many stayed for just a non wedding weekend. MPerron responded about 20. RMarshall asked how many stayed for other events. MPerron replied 80-100.

RMarshall asked if ARF is a member of any business association. MPerron replied "not yet."

KO'Connell asked how many weddings have been conducted. MPerron replied, "six, three that were paid, two where money was refunded because of cease and desist order and one that was for a friend whom she did not charge."

SFox stated  
“The rent is  
\$575/ night. Are  
there any  
additional  
charges?”  
MPerron,  
replied, “They  
are paying a  
room rent only.  
All other  
facilities are  
included.”

Discussion on  
wording of a  
motion ensued  
for a period of  
time.

AWood said,  
“The accessory  
use is really the  
primary use  
and, therefore,  
is a commercial  
use not allowed  
in the residential  
district.”

AWood made  
the following  
motion: “Table  
the application  
because the  
primary use as a  
wedding venue  
is not a  
permitted use in  
the General  
Residence  
District.”  
PRenaud  
seconded the  
motion. Vote  
was unanimous.

**10:28 p.m.**  
**Adjournment**  
KPaulsen  
motioned to  
adjourn.  
KO’Connell  
seconded. Vote  
was unanimous  
in favor.