

TOWN OF FREEDOM

A **PUBLIC MEETING** of the
Freedom Planning Board will be held on
Thursday, November 18, 2021
at 7:00 p.m. at the Freedom Town Hall to act upon the following:

AGENDA

Public Hearing

- Review language for regulating Short Term Rentals (STR) in preparation for putting an article on the ballot for a vote on town meeting day (March 8, 2022). The language for the new article is available on the town website or by request at the town office (603-539-6323).

Public Meeting

- Review minutes of the October 21, 2021, planning board meeting
- Review draft language for zoning ordinance changes proposed by the ZBA and Zoning Officer to send to the ZBA and Zoning Officer for review. (Draft language for these changes will be available from the town office. The planning board will hold a public hearing after receiving comments from the ZBA and Zoning Officer.)
- Continue discussing options for setting sizes for DADUs
- Public Comment
- Other Business that can properly come before the board

TOWN OF FREEDOM

Freedom Planning Board
Thursday, November 18, 2021
7:00 p.m. at the Freedom Town Hall

Minutes

Public Hearing

The hearing at was opened at 7 pm by Anne Cunningham. Present are: Anne Cunningham, Paul Olzerowicz, Bill Elliott, Beth Earle (alternate), Jeff Nicoll (alternate), Carol McIntire, Les Babb-Selectmen's Representative. Jeffrey Towle and Pam Keith are absent. Beth Earle is seated for Pam Keith. Jeff Nicoll is seated for Jeffrey Towle.

- Review language for regulating Short Term Rentals (STR) in preparation for putting an article on the ballot for a vote on town meeting day (March 8, 2022). The language for the new article is available on the town website or by request at the town office (603-539-6323).

Les Babb gave an overview of the issue of short term rentals. Zoning currently prohibits short term rentals in Freedom. Anne Cunningham showed a presentation regarding the Short Term Rental language.

INTENT:

Jojo Howlett – sent email. What part of the zoning ordinance does not allow short term rentals? Under dwelling unit and single family home – it states that owners have the right to occupy, rent or lease it. Also read the Master Plan – we need evidence that these things are happening here. Over 50% of Freedom's housing is seasonal, and she said the Police Department indicated that they are not behind this issue.

Kyle Clifton – what has the damage been that impacted the area? Quality and quantity of the housing stock – home values compared to the average income – how will that turn back into housing stock? Safety is important. Is the bad apple spoiling the whole lot? How was the income calculated? Asked about the comments regarding Marriott purchasing homes – is there evidence of corporations or single investors coming in and buying up homes.

Ned Kucera – STRs are a more modern form of second home/vacation home rentals. Behavioral issues can be handled separately. To bring people to town full time, you need jobs and school improvement. Rental is a huge part of the tax base. Potentially all rentals have the issues, not just the short term rentals.

DISTRICTS:

Abutter notice may be part of the license/permit process. Life safety, septic, and owner responsibility are in these considerations. The ZBA would be required to approve a reinstatement of a revoked permit.

Ned Kucera – has no issue as long as they are controlled for volume, size etc. He is concerned about the revocation of licenses. From a rental point of view, people have reserved their spaces well in advance. The details will need to be spelled out as clearly as possible.

Les Babb spoke about the proposed process that is being considered – would be a three step process.

JoJo Howlett – still concerned about whether we have the right. She also alluded to grandfathering. Would abutters have veto power?

STANDARDS:

The list of standards was reviewed by Anne Cunningham. “Commercial use” is discussed. The State of NH requires the owner to pay room and meals tax.

Kyle Clifton – alarmed at the rate this is moving. Spoke about the taxing and that it is a registration process, not licensing. He is concerned about the haste, instead of waiting to see what other towns are doing.

Les Babb – addressed the reason that the Board is moving forward is due to the complaint that was received.

Ned Kucera – distributed suggested edits to the Board. He also distributed a letter, and brought a note from Helen Cheese-Probert.

JoJo Howlett – currently the property is rented every single day. We all have the right to rent our property. She is concerned about limiting heirs to 45 days for all time.

Ned Kucera – his home is well kept. \$150 week cleaning costs, management costs, commercial insurance, painting & refreshing are expenses. At a minimum, double it to 90 days. Try limiting the behavior, prior to limiting days.

Marcia Santner - 45 days is ridiculous. Some people have taxes that are close to \$10,000 and they cannot pay that with 45 days of rental.

JoJo Howlett – the majority of time that she rents is after Columbus Day and before Memorial Day. We are looking at year round.

Kyle Clifton – are these issues happening here? Anne stated that they are happening here, and that we are looking at what is happening in other places before it becomes an even bigger problem.

Ned Kucera – has no issue with signs. Parking – add something about designated spots, not on the lawn.

PROHIBITIONS:

Anne reviewed the proposed prohibitions.

Ned Kucera – weddings are family events. If a reunion is only 8 people and the rental allows 8 people, then what is the issue. Re: fires – is a permit to the owner OK for all fires?

Betty Lee – spoke about her perspective. Our intention is to build a community. She feels this is a responsible thing for the Board to be doing.

FINAL COMMENTS:

Marcia Santner - Whatever is decided, when would it go into effect? What about people who already have renters?

Les stated that the Selectmen are working on licensing and permitting and the Planning Board is working on Land Use. It could be on the ballot for 2022 if it all comes together.

Ned Kucera – add a section on enforcement. Is this a verified complaint? Work out details.

Les Babb – would like to know how many days each person would like to see

Marcia 90

Ned 90

JoJo 180

Kyle 365

The hearing was closed at 8:10 pm.

Public Meeting

- Review minutes of the October 21, 2021, planning board meeting – page 1 – 8 lines down, the 100 is for points. Page 2 – “This is” instead of has in the first bullet point, acronym GVW is Gross Vehicle Weight. Paul O. made a motion to approve as amended, Beth seconded. APPROVED

- Review draft language for zoning ordinance changes proposed by the ZBA and Zoning Officer to send to the ZBA and Zoning Officer for review. (Draft language for these changes will be available from the town office. The planning board will hold a public hearing after receiving comments from the ZBA and Zoning Officer.) The ZBA is meeting on the 30th

Item 1 - Les is supportive of Gary doing his job. He is concerned about if there was a different officer. The Board of Selectmen would need to limit the authority of new officers. Gary Williams, Zoning Officer, suggests that there be an option for the officer to take care of it if comfortable, or to have others review it if it is more than they are comfortable. Jeff is concerned about a risk of putting this on the zoning officer, but have some procedures to minimize the risk. Pictures of the trees and stumps are currently being added to the owner's folders. Anne suggests that we could add a section that in any case where the zoning officer

feels that the tree count mapping may not prove the 100 points are there, he may send this to the ZBA. Les suggests bringing the number down to a percentage. The Zoning Officer will have the authority to require a licensed surveyor to complete and sign the tree plan, if he is unsure if the tree count grid meets the requirement.

Item 2 - How we design our grids – we have two options to get more in conformance with the State. Recommend Option 2 to the ZBA. Jeff encourages increasing the density in Segment 1. Increase the 35 to something higher. The Board supports the 35 point minimum.

Item 3- The ZBA requested that the septic setback be 75' from any wetland, which is the State standard, or that the whole section be removed from the ordinance. Anne recommends that in the case of a failed system, the applicant must receive approval from the NH DES Subsurface Division. Change the 125 to 75, and state the above if this is in the case of a failed system.

Item 4 - The remainder of the items on the list are topics for Gary. Item 4 addresses construction near streams/open water. 50' is being recommended. The Board supports this recommendation.

Item 5- there are a couple of options to consider. There are no standards identified in the Zoning Ordinance. This can be reworded to “not permitted without a variance”. Registered GVW (gross vehicle weight) should be added, at 20,000. We will send this to ZBA for their comments and make a decision at our next meeting. Remove option 1.

Item 6 – proposed changes are reviewed. Examples of the problem were shown on a handout Gary brought. The intent is to protect from stormwater runoff into the lake.

Item 7 – Recreational camping – Gary wants clarification that recreational camping is not allowed on house lots.

Item 8 – Food trucks – revisit this next year

Item 9 – Septic plan required – add to zoning permit application

Item 10 – The town attorney said that the Planning Board can adopt the requirements as regulations.

- Continue discussing options for setting sizes for DADUs
- Public Comment
- Other Business that can properly come before the board

Budget – Anne is not sure that more mapping is needed. We do not need a future land use map because the configuration of the Town has not changed. Lakes Region Planning was

contacted for training on map software. This service is part of our dues, so the \$600 for mapping in 2022 will be removed.

Paul O. made a motion that we present the budget amount of \$3050.00 for 2022, Carol seconded. APPROVED

Paul O. made a motion to adjourn at 9:50 pm, Jeff seconded. The meeting was adjourned.

Respectfully submitted,
Melissa Donaldson
Recording Secretary

Proposed Short-Term Rentals Zoning Language for Public Hearing 11/18/2021

A. Intent

1. To preserve the traditional character of residential neighborhoods that can be negatively affected by this type of use.
2. To help preserve the quality and quantity of the housing stock for year-round residential use.
3. To ensure the safety of Short-Term Rental occupants.
4. To allow Freedom property owners to generate income from their properties to offset some taxes and make some contribution toward maintenance.

B. Districts

1. STRs will be allowed as a permitted use in all districts if the license process includes abutter notice.
2. If the licensing process does not include abutter notice, STR will require a special exception from the Zoning Board of Adjustment (ZBA).
3. In cases where owners are reapplying for an STR after having their license revoked, the STR will require a special exception from the Zoning Board of Adjustment (ZBA).

C. Definitions

- 1 Allowed Occupancy is the number of guests allowed in a licensed STR. Occupancy calculation is two people per bedroom approved by NH Department of Environmental Services Subsurface Division for septic capacity plus two. Number of beds in the STR is not the measure of allowed occupancy.
- 2 Annual Maximum STR Use means the maximum days in a calendar year (January 1 to December 31) which the STR may be rented to paying guests.
- 3 Bedroom means a room that contains a minimum of seventy (70) square feet, a horizontal dimension of at least seven feet, and a window or opening that can be used for emergency egress. The construction of a bedroom advertised for an STR must have been authorized by a building permit and meet all requirements of the International Residential Code adopted by the state of NH.
- 4 Guest/Guests means the individual or individual(s) paying the owner to occupy the short-term rental for the purposes of staying overnight. It also includes friends and acquaintances of the renters who visit the STR during the rental period.
- 5 Local contact person means an individual who is personally available by telephone and who maintains the ability to be onsite in compliance with the requirements of the license and who has access and authority to assume management of the short-term rental. An agent or professional property management company that meets the availability requirements can serve as the local contact person.
- 6 On-site Parking means parking that is provided on the rental property for all guests and includes 1.5 for the first bedroom and 0.5 for each additional bedroom with the total equaling the next highest full space. [Note: this definition will be added to section 1004 of the zoning ordinance.]
- 7 Safety Inspections means inspections that assess the safety of the STR, including but not limited to life safety, fire safety, electrical, gas, and plumbing safety.
- 8 Short-Term Rental means the provision of transient lodging for compensation in the primary dwelling unit on a lot in Freedom for stays of between one and thirty consecutive nights, and where the dwelling unit would normally be considered a residential living unit not associated with regulated commercial activities such as a hotel, motel, or bed-and-breakfast. It excludes accessory dwelling units (attached and detached), campers, and camping trailers. A STR may or may not be facilitated through a booking agent.
- 9 STR - Hosted means a dwelling unit where the owner is in residence on the same lot of record of the rental or resides in the rental unit as the guest(s) during the rental period.
- 10 STR License means a license granted by the Freedom Board of Selectmen (BOS) to a property owner who meets all requirements set by the BOS. (See separate licensing information at townoffreedom.net)
- 11 STR Operator means any and all of the following: (i) the person who is a legal owner of a short-term rental; (ii) a person who has the legal right to possession of a short-term rental; (iii) a person who has a legal right to receive or collect any monies as rent for the occupancy of a short-term rental; and (iv) any manager, agent, representative or other similar person acting under the authority or at the direction of the owner or other operator of a short-term rental.

- 12 STR Owner means the person or persons who is renting out their primary dwelling unit for a short-term rental.
- 13 STR - Unhosted means the licensed owner of the STR is not occupying the STR dwelling unit, nor is the owner residing on the same lot of record as the guest(s) during the rental period.

D. Standards

1. A short-term rental (STR) may not be established, advertised, or rented until a license to operate a short-term rental has been issued by the Board of Selectmen or their agent. The property owner shall submit an application to operate a short-term rental to the Zoning Officer. The town will review the application for compliance with all Building, Fire, and Life Safety Codes and complete a septic review. STR do not require a site plan review.
2. Those areas of the premises open to use by guest(s) remain subject to periodic safety inspections at the discretion of the town.
3. Short-term rentals are permitted for a total of 45 days in any calendar year.
4. Short-term rentals are allowed in all districts (as provided in section B) but are limited to the number of licenses per district as determined by the Freedom Board of Selectmen.
5. No owner shall allow the occupancy limits of the STR as approved in the licensing process to be exceeded. If the renters do not comply, it remains the responsibility of the owner.
6. All STR guest parking must be off-street on the lot of the STR owner. All guest(s) of the STR must park on the property. No renter or guest may park on the street at any time.
7. Signage is restricted to the following:
 - a. One non-illuminated sign not exceeding two square feet. If ground mounted the sign must be set back at least ten feet from all lot lines and be no taller than three feet. If mounted on the house no part of the sign may be higher than the top of the first-floor windows.
 - b. Non-advertising auxiliary signs (such as "No Parking Here" and "Entrance to the Right")

Prohibitions

1. Incidental camping. A STR license does not authorize incidental camping, which means any overnight camping, sleeping in tents or other temporary shelter in the yard or on decks attached to the short-term rental unit, or sleeping in travel trailers or recreational vehicles or parked on the short-term rental property.
2. Outdoor fires. Fires in STRs are allowed only in firepits approved and with a permit issued by the Fire Chief.
3. Subletting. Guests are prohibited from subletting a short-term rental. Only operators with a valid STR license may advertise and rent a residential unit as a short-term rental.
4. Special events. Weddings, family reunions, corporate events, commercial functions, and any other similar events are prohibited from occurring at a short-term rental property when it is rented.

Proposed Short-Term Rentals Zoning Language for Public Hearing

11/18/2021

REVISED

Intent

1. To preserve the traditional character of residential neighborhoods that can be negatively affected by ~~this type of use.~~ **Unregulated property rentals.**
2. ~~To help preserve the quality and quantity of the housing stock for year-round residential use.~~
3. ~~To ensure the safety of~~ **maintain owner contact information and regulation compliance of Short Term Rental occupants.** ~~for rental properties.~~
4. To allow Freedom property owners to ~~generate income from their properties to offset some taxes and make some contribution toward maintenance.~~ **Rent their properties.**

Districts

1. STRs or long term rentals will be allowed as a permitted use in all districts if the license process includes abutter notice.
2. If the licensing process does not include abutter notice, STR or long term rentals will require a special exception from the Zoning Board of Adjustment (ZBA).
3. In cases where owners are reapplying for an STR or long term rental license after having their license revoked, the STR owner will require a special exception from the Zoning Board of Adjustment (ZBA).

Definitions

1. Allowed Occupancy is the number of guests allowed in a licensed STR. Occupancy calculation is two people per bedroom approved by NH Department of Environmental Services Subsurface Division for septic capacity plus two. Number of beds in the STR is not the measure of allowed occupancy.
2. Annual Maximum STR Use means the maximum days in a calendar year (January 1 to December 31) which the STR may be rented to paying guests.
3. Bedroom means a room that contains a minimum of seventy (70) square feet, a horizontal dimension of at least seven feet, and a window or opening that can be used for emergency egress. The construction of a bedroom advertised for an STR must have been authorized by a building permit and meet all requirements of the International Residential Code adopted by the state of NH.
4. Guest/Guests means the individual or individual(s) paying the owner to occupy the short-term rental for the purposes of staying overnight. It also includes friends and acquaintances of the renters who ~~visit~~ stay overnight at the rental ~~the STR~~ during the rental period. (define and limit "visitor" separately)
5. Local contact person means an individual who is personally available by telephone and who maintains the ability to be onsite in compliance with the requirements of the license and who has access and authority to assume management of the short-term rental. An agent or professional property management company that meets the availability requirements can serve as the local contact person.
6. On-site Parking means parking that is provided on the rental property for all guests and includes ~~1.5 for the first bedroom and 0.5 for each additional bedroom with the total equaling the next highest full space.~~ proper prepared parking areas and not just on the lawn or yard and not parking on the street.
(Note: this definition will be added to section 1004 of the zoning ordinance.)
7. Safety Inspections means inspections that assess the safety of the STR rental, including but not limited to life safety, fire safety, electrical, gas, and plumbing safety. (Define how these get scheduled! By WHOM? One can not just wander on to property without notice/appointment! ... annual?at license application?)
8. Short-Term Rental means the provision of transient lodging for compensation in the ~~primary~~ dwelling unit on a lot in Freedom for stays of between one and thirty consecutive nights, and where the dwelling unit would normally be considered a residential living unit not associated with regulated commercial activities

such as a hotel, motel, or bed-and-breakfast. It ~~excludes~~ **INCLUDES** accessory dwelling units (attached and detached), campers, and camping trailers. A **STR rental** may or may not be facilitated through a booking agent. (Should include all rental buildings, campers, etc and especially accessory dwelling units attached or otherwise! Define Long Term Rental also.)

9. **STR - Hosted** means a dwelling unit where the owner is in residence on the same lot of record of the rental or resides in the rental unit as the guest(s) during the rental period.
10. **STR License** means a license granted by the Freedom Board of Selectmen (BOS) to a property owner who meets all requirements set by the BOS. (See separate licensing information at townoffreedom.net)
11. **STR Operator** means any and all of the following: (i) the person who is a legal owner of a short-term rental; (ii) a person who has the legal right to possession of a short-term rental; (iii) a person who has a legal right to receive or collect any monies as rent for the occupancy of a short-term rental; and (iv) any manager, agent, representative or other similar person acting under the authority or at the direction of the owner or other operator of a short-term rental.
12. **STR Owner** means the person or persons who is renting out their ~~primary~~ dwelling unit for a short-term rental.
13. **STR - Unhosted** means the licensed owner of the STR is not occupying the STR dwelling unit, nor is the owner residing on the same lot of record as the guest(s) during the rental period.

******The problems exist from irresponsible owners and large numbers of renters on a property. Regulations should be geared towards ALL rentals whether STR's or long term. Adjust wording as needed to include all rentals of houses not otherwise a hotel etc..**

Standards

1. A short-term rental (STR) may not be ~~established, advertised, or rented~~ until a license to operate a short-term rental has been issued by the Board of Selectmen or their agent. The property owner shall submit an application to operate a short-term rental to the Zoning Officer. The town will review the application for compliance with all Building, Fire, and Life Safety Codes and complete a septic review. STR do not require a site plan review. **(How long is it good for?)**
2. Those areas of the premises open to use by guest(s) remain subject to periodic safety inspections at the discretion of the town. **(With appointment? By Whom? Guests desire privacy and safety! If rentals are only in summers is this provision limited to only during rental periods?)**
3. Short-term rentals are permitted for a total of 45 days in any calendar year. **(DOUBLE this or eliminate it! Focus on controlling bad behavior not defacto bans that will force people to sell their property.)**
4. Short-term rentals are allowed in all districts (as provided in section B) but are limited to the number of licenses per district as determined by the Freedom Board of Selectmen. **(How, Why, Fair?)**
5. No owner shall allow the occupancy limits of the STR as approved in the licensing process to be exceeded. If the renters do not comply, it remains the responsibility of the owner.
6. All STR guest parking must be off-street on the lot of the STR owner. All guest(s) of the STR must park on the property. No renter or guest may park on the street at any time. **(Parking should be in designed areas not just on the lawn!)**
7. Signage is restricted to the following: a. One non-illuminated sign not exceeding two square feet. If ground mounted the sign must be set back at least ten feet from all lot lines and be no taller than three feet. If mounted on the house no part of the sign may be higher than the top of the first-floor windows. b. Non-advertising auxiliary signs (such as "No Parking Here" and "Entrance to the Right")

Prohibitions

1. Incidental camping. A STR license does not authorize incidental camping, which means any overnight camping, sleeping in tents or other temporary shelter in the yard or on decks attached to the short-term rental unit, or sleeping in travel trailers or recreational vehicles or parked on the short-term rental property.
2. Outdoor fires. Fires in STRs are allowed only in firepits approved and with a permit issued by the Fire Chief. (Seasonal permits obtained by owner?)
3. Subletting. Guests are prohibited from subletting a short-term rental. Only operators with a valid STR license may advertise and rent a residential unit as a short-term rental.
4. Special events. ~~Weddings, family reunions,~~ corporate events, commercial functions, and any other similar events are prohibited from occurring at a short-term rental property when it is rented. (Manner of the event is less important than the event complying with the occupancy limits and noise limits! A family reunion may include only 6 people.)

Other prohibitions:

No Fireworks

No excessive noise

*****How are these enforced? Citizen complaints can be unrealistic. Does this need to be a verified and documented complaint..... by police?by zoning officer? How do you make these legally enforceable?

*****Enforcement is key! What are consequences... fines ... who gets fined? First offense... second? Rentals can be reserved more than a year in advance. Removing unruly guests and fining the owner is more realistic than pulling a license for the rest of the season. This is a lawsuit waiting to happen.

*****When does this go into effect? All future reservations after warrant is passed?... after grace period?

Short Term Rental 1st Public Hearing

Freedom Planning Board
Thursday, November 18, 2021

Process

- Review STR issue
- Present proposed language by section
- Planning board member comment
- Public comments

Intent of STR Ordinance

1. To preserve the traditional character of residential neighborhoods that can be negatively affected by this type of use.
2. To help preserve the quality and quantity of the housing stock for year-round residential use.
3. To ensure the safety of Short-Term Rental occupants.
4. To allow Freedom property owners to generate income from their properties to offset some taxes and make some contribution toward maintenance.

Districts

- STRs will be allowed as a permitted use in all districts if the license process includes abutter notice.
- If the licensing process does not include abutter notice, STR will require a special exception from the Zoning Board of Adjustment (ZBA).
- In cases where owners are reapplying for an STR after having their license revoked, the STR will require a special exception from the Zoning Board of Adjustment (ZBA).

Standards

- A short-term rental (STR) may not be established, advertised, or rented until a license to operate a short-term rental has been issued by the Board of Selectmen or their agent. The property owner shall submit an application to operate a short-term rental to the Zoning Officer. The town will review the application for compliance with all Building, Fire, and Life Safety Codes and complete a septic review. STR do not require a site plan review.
- Those areas of the premises open to use by guest(s) remain subject to periodic safety inspections at the discretion of the town.

Standards (continued)

- . Short-term rentals are permitted for a total of 45 days in any calendar year.
- . Sounds restrictive, but is it?
- . Intent #4: To allow Freedom property owners to generate income from their properties to **offset some taxes** and **make some contribution toward maintenance.**

Median value property is \$280,400*

- Taxes due: \$2,992
- Daily rate to pay all taxes: \$66/day
- Daily rate to pay room and meals (R&M) tax: \$73/day
- The daily rate of most STR properties is at least \$150/day
- At \$150/day, revenue after R&M tax is \$6,184
 - Pays 100% of taxes (not **some**)
 - And ~\$3200 more

* Residential properties with buildings

Waterfront properties generate higher rates

Calculation for \$400 and \$500/day

Daily Rate	\$ 400	\$ 500
Daily rate after R&M tax	\$ 366	\$ 458
Total income for 45 days	\$ 16,470	\$ 20,588
Taxes paid	\$ 5,715	\$ 5,715
\$ after paying 100% of tax	\$ 10,755	\$ 14,873

More allowed days generate high incomes

Economics of higher # of allowed days

Taxes	\$ 2,500	\$ 6,000
Daily Rate	\$ 250	\$ 500
Daily rate after R&M tax	\$ 230	\$ 458
Excess \$ over taxes:		
75 days	\$ 14,750	\$ 28,313
90 days	\$ 20,450	\$ 35,220
120 days	\$ 27,370	\$ 48,960
200 days	\$ 46,000	\$ 85,500

Standards (continued)

- Short-term rentals are allowed in all districts (as provided in section B) but are limited to the number of licenses per district as determined by the Freedom Board of Selectmen.
- No owner shall allow the occupancy limits of the STR as approved in the licensing process to be exceeded. If the renters do not comply, it remains the responsibility of the owner.

Standards (continued)

- All STR guest parking must be off-street on the lot of the STR owner. All guest(s) of the STR must park on the property. No renter or guest may park on the street at any time.
- Signage is restricted to the following:
 - One non-illuminated sign not exceeding two square feet. If ground mounted the sign must be set back at least ten feet from all lot lines and be no taller than three feet. If mounted on the house no part of the sign may be higher than the top of the first-floor windows.
 - Non-advertising auxiliary signs (such as “No Parking Here” and “Entrance to the Right”)

Prohibitions

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3. Subletting. Guests are prohibited from subletting a short-term rental. Only operators with a valid STR license may advertise and rent a residential unit as a short-term rental.
4. Special events. Weddings, family reunions, corporate events, commercial functions, and any other similar events are prohibited from occurring at a short-term rental property when it is rented.

STR restrictions

Sun 10/24/2021 11:45 AM

From: Peg Nichols

To: townadmin@townoffreedom.net



I am VERY MUCH opposed to setting minimum standards, or restricting STRs in Freedom.

Many of us on fixed incomes rely on the income our homes can provide if we are allowed to rent them out for an occasional weekend or week.

Sincerely, Margaret K. Nichols

201 Pequawket Trail

Freedom, NH 03836

603.539.1602

Mon 10/25/2021 12:56 PM

From: Helen Cheese-Probert

To: "townadmin@townoffreedom.net"



For the attention of the Selectmen,

I write as an extremely concerned and engaged Freedom Town Property Owner of many years.

I understand the need to protect the beauty and harmony of our community however the introduction of a draconian measure such as the restriction in the number of days for letting a property on a short-term basis will not achieve this.

The significant loss of rental income will affect many people of the town including those who have inherited property. Owners of rental properties plough back income earned into their properties to improve and maintain them. The whole town benefits from this, not just the owners. No one wants to live or buy a house in a town made up of neglected properties. This proposed restriction will generate a town with properties which cannot easily be mortgaged. This may not be of interest to some of the current year-round and second homeowners but may well be of interest to the next generation.

These second homes will not turn into long term rentals. The vast majority of second homeowners purchased or inherited these homes to enjoy vacationing in Freedom. These owners are not buying to rent. They own because they love spending time here themselves, so renting long term will never be an option to them. If they can afford to leave their property empty, they will but for many this will not be a financially viable option, and they will sadly be forced to sell the property that many have owned for generations.

There will also be a reduction in all the town's property value (as seen in other towns) but not sufficient to bring these properties into affordable housing which is a separate and serious concern. Affordable housing is not Lakefront and vacation property with large taxes bills and high running and maintenance costs.

The town has little commerce but the businesses that do exist including painters, ice cream shop, ploughing, cleaners and the marinas benefit greatly from the short-term rentals. Reductions in rentals will dramatically decrease their work and ability to continue working, trading in the area.

The difficulties and possible inability to obtain a mortgage will further reduce the ability of working and local people to buy in the town.

The rental restriction will be on all the Freedom properties not just the ones currently rented. In effect a restrictive covenant for all time.

Most Freedom properties currently let as short-term rentals were built as vacation homes and are

located accordingly. With severe restrictions in place the area will see many houses come onto the market, purchased as teardowns for larger modern dwellings. Purchasers will take advantage of the reduced values to buy and create 21st century vacation properties.

A registration system with commensurate fees that represents and addresses the issues needs to be in place. I appreciate that regulation for fire, safety and other major issues is important. As discussed at previous meeting the issues which include trash costs, adequate parking, (inspections, where appropriate), and so on needs to be implemented. We can put sensible balanced measures in place.

Freedom has a long and distinguished history of vacationing. We are not Conway. We do not and will never experience their problems and issues, not least because of our size, distance from major skiing, limited commerce, and absence of shopping areas. We do not currently experience problems with rentals.

None of us wants to emulate the legal wrangling and extremely unpleasant and expensive situation that has evolved and persists in Conway.

I am in the UK but would be honoured to be part of a working party to research and propose regulations that are appropriate to achieve our goal of preserving Freedom for and in the 21st Century.

Best Wishes
Helen Cheese-Probert
+44 7970 106253

fw: Selectmen;RE; Town meeting 11/18/21

Mon 11/15/2021 9:34 AM

From: "Ellen White"

To: Anne Cunningham"



From: "Barbara Hall-Siktberg" <bsiktberg@gmail.com>

Sent: Saturday, November 13, 2021 2:30 PM

To: townadmin@townoffreedom.net

Subject: Selectmen;RE; Town meeting 11/18/21

Dear Town of Freedom NH Selectmen,

I am writing as a concerned homeowner in our town. I am the owner of 18 Eaton Road/ route 153. I inherited this home from my parents, John and Martha Hall who loved this town as much as I do. My husband Dan and I plan to move here full time in the next couple of years. We have done some renting through VRBO over the years to help with the costs of maintaining the house, and believe that responsible short term renting should be an option for homeowners.

As you brainstorm the creation of Short term rental regulations in our town there are many important points to consider.

There are ways to create

regulations for safety and noise and to prevent properties from being bought up and used purely as investment properties.

Here is a list I have compiled from researching surrounding towns:

1. Require owners to register with the town and pay a fee
2. Fines for owners who do not register
3. Fines for owners whose guests violate the noise ordinance
4. Require owners to notify abutters
5. Require that owner is not a corporation or LLC

All of these regulations are very practical and do not take away any rights

Placing a limit on days a person can rent is taking away their constitutional rights.

Thank you for reading and considering as you carefully draft regulations for our little town of Freedom!

Respectfully submitted,

Barbara Hall-Siktberg
18 Eaton Road Freedom and
12 Alberta Dr Hudson, MA

Barbara Hall-Siktberg

fw: Freedom Town hall meeting for Nov 18th -Short Term Rentals

Tue 11/16/2021 3:37 PM

From: "Ellen White"

To: Anne Cunningham"



From: "Darlene Johnson" <darlene.johnson637@gmail.com>

Sent: Tuesday, November 16, 2021 3:20 PM

To: townadmin@townoffreedom.net

Subject: Freedom Town hall meeting for Nov 18th -Short Term Rentals

Dear Town Board Members,

I am a homeowner of 169 East Danforth Road in Freedom and we also just recently purchased land on York lane. I am writing this letter to express my concern for putting a length of days on rentals. We currently do not rent our home, but we do not want to lose the right to do so if we wanted or needed to.

NH is all about live free or Die. This seems to be the opposite. My next door neighbor rents her house out and I have not run into any issues at all. Quite the opposite, they are always nice, funny, curious and polite renters. I think a few bad apples will always happen in any town or hotel.

This is our second vacation home in Freedom, We have been here for over 15 years as second home owners. When you purchase a second home lots of people need the rent in order to purchase a second home. You are not thinking of the long term and the detriment of putting this into your ecosystem. They will have to sell because they can no longer afford the vacation house. You will not see effects you will cause for a while but you will see within a yeat the aftermath, job loss, market decline, no visitors.

The world has changed and Freedom needs to be part of it as well. I see the difference on the Lake, I am not ignoring issues. We need to work together. THIS IS NOT THE ANSWER..

The neighbouring towns are working collaboratively with the owners of short-term rentals, to put reasonable controls in place. Good information and reliable data are being collected by our neighbours that enable the evaluation of the present problems, issues that need to be resolved, and potential future and likely problems that could arise (to prevent them before they occur).

I feel that the town of Freedom is moving swiftly with haste, which has the potential to cause a sizable loss of wages and work opportunities for locals that provide services to Freedom ; as vacationers go elsewhere, so does their money.

I understand we need to protect our beloved lake, surely you can think beyond penalizing those that have a second home. Why can't Freedom charge a \$20.00 fee for boats entering the ramp on Rte 25 and use that money toward Lake projects and protection.

My question also does the town even have legal rights to enforce a restriction on the number of nights a property owner could rent. That does not seem proper.

I am unable to be at the meeting as I am currently out of the New England Area.

Please let me know if you have any questions, happy to attend via zoom if you are setting that up. Please let me know that you received this email.

Darlene Johnson & John Pisano

Homeowners of 169 East Danforth & 25 York Lane Freedom NH

1-617-529-4695

Short-term rentals

Tue 10/26/2021 8:03 AM

From: kyle clifton

To: "townadmin@townoffreedom.net"



Hi Les, Melissa, and Ernest,

I have recently learned that the Selectman are considering implementing restrictions on STRs and would like to get more information on the matter.

My understanding is that the following are under consideration. Is that correct?

- Registration of STRs
- Fire Safety Inspections
- Limited to 45 days per year
- Limit advertising occupancy to the size of the septic

Are fire safety inspections done more broadly on home owners? I've seen homes around Freedom that are clearly not STRs that pose substantially more fire risk, why is there not the same level of concern for these homes? STRs are often held to a higher standard (cleaner, safer) since the guests are paying money to stay there.

More concerning, is limiting STRs to 45 days as that would drastically impact revenue that is brought into Freedom. Renters shop in our stores and eat in our restaurants. They also break things which requires local repair companies to fix and local cleaning services to clean the property so that it is ready for the next set of renters. This would even reduce the need for snow plowing since Freedom offers year-round activities. By limiting to 45 days, which is barely half the summer season, the peak of the tourism season, many owners of STRs simply won't need the volume of these services, and in some instances, won't be able to afford these services. This measure would result in a significant loss of revenue for the community that local families depend on.

I understand the desire to keep Freedom rural and preserve its beauty, but these measure would likely also lead to it being more destitute. While Freedom is on the 6th largest lake in the state, it does not have the populous of Laconia or Conway, nor does it face similar issues, so it is not clear to me why it is necessary to implement such severe restrictions. Implementing those types of restrictions, as we've seen in Conway, have not been easy, nor inexpensive for the community given they have been challenged with costly lawsuits. Without a balanced approach, we risk causing more harm than good for the broader community.

I would very much appreciate an opportunity to understand the perspectives of the Selectman on this matter and to learn what can be done to find a better compromise. We very much need to be considering the voices/perspective of the broader community and not the voices of a limited few. Since there has been very little public announcement by the Selectman regarding this issue, many people in Freedom are not aware of this matter, despite the fact that it will ultimately have a very significant impact on their lives.

Thank you very much for your attention to this matter and for making my voice heard.

All the best,
Kyle

Town of Freedom

From: Chris Cook <chc1263051@gmail.com>
Sent: Tuesday, November 16, 2021 9:38 AM
To: office@townoffreedom.net
Subject: STR language

Would it be possible to add a phrase to the language that would indicate that STR would be excluded in residential areas where Covenants or Association By Laws prohibit any business.

I can foresee confusion by out of State purchasers who would think that the Towns regulation may cancel out Covenants.

Thank You
Christine Cook, Soul Aire Country Village Association
108 W Bay Rd

Sent from Mail for Windows

Vacation Rental Short-Term Lease Agreement

This Vacation Rental Short-Term Lease Agreement (this "Agreement") constitutes a contract between the undersigned Renter ("you") and the owner of 107 Freedom Shores Rd., Edward J. Kucera.

1. **Maximum Occupancy.** The maximum occupancy for the rental property is eight people. The total guests shall not exceed the listed maximum occupancy of the house or you may be asked to vacate the rental property and forfeit all rent paid.
2. **Excessive Wear and Tear; Damage.** The Renter is responsible for rental charges for the full duration of the reservation and for the total costs of any damages, missing property or breakage to the rental property incurred during the rental period. Loon Lake House and its Owner may charge the Renter on file the total costs for any damage or breakage or excessive cleaning costs or missing property or "loss of income" costs for interrupted future rentals.
3. **Visitors.** A visitor is an occupant in the rental property that is not staying overnight. The total number of persons permitted in a rental property including visitors is 150% of the maximum occupancy for the property. Any visitor staying overnight is considered a guest and subject to this Lease. Visitors in excess of the maximum permitted is a violation of this agreement and may be asked to leave the premises by the Owner or his agent.
4. **Agreement to comply with all Rental Regulations.** You and your invitees and visitors must comply with this lease and all of the Rental Regulations set forth on Exhibit A to this Agreement (the "Rental Regulations"). Failure to comply with the Rental Regulations and any reservations made under false pretenses may result in loss of all your payments made to Loon Lake House and the Owner. If you violate any of the conditions of this Agreement or the Rental Policies, the Owner or his Agents may enter the rental property and you agree to vacate the rental property immediately upon their request and forfeit all rent paid.
5. **Telephone.** There is no telephone at the house unless prior arrangements have been made with the Owner. Cellular phones (Verizon and possible others) do work at the house.
6. **Assumed Risks.** The Renter, their guests and visitors assume all risks related to the use of any provided equipment, the lake, games or watercraft including any illness or injury. Children shall be supervised while at the water's edge and in the lake and while using and watercraft.
7. **Mechanical Failures.** Loon Lake House cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, audio visual equipment, computers or internet access, television or appliances. Please report any inoperative equipment to the Owner immediately. The Owner will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of such items if good faith efforts have been made to make repairs in a timely manner.
8. **Acts of God.** Loon Lake House and its Owner shall not be liable nor deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.
9. **Indemnification and Hold Harmless.** You shall indemnify and hold harmless the owner of the rental property and their successors, employees and agents for any liabilities, theft, damage, personal injury, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your and your invitees' and visitor's use and occupancy of the rental property or the failure of you and your invitees or visitors to observe the Rental Regulations.

10. **Governing Law; Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New Hampshire. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of New Hampshire in Carroll County.
11. **LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL LOON LAKE HOUSE OR THE RENTAL PROPERTY OWNER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL. IN NO EVENT WILL THE RENTAL PROPERTY OWNER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE RENTAL PROPERTY OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **Entire Agreement.** This Agreement and Exhibit A represent the entire understanding and agreement between you and the owner of the rental property "Loon Lake House" with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

This Lease agreement is agreed to by you, the primary renter, and by extension to your fellow invited guests and visitors:

Rental Dates are October 9 & 10, 2021

\$800.-

Signature of primary renter & date

Loon Lake House 107 Freedom Shores Rd. Freedom, NH 03836

You, the Renter, are providing your payment to Loon Lake House and its Owner and agree to pay all rent, taxes and charges related to renting the property. You accept all terms of this Agreement and the Rental Policies and accept all liability for rent and charges related to property rental, as well as any damages beyond normal wear and tear. You understand that these costs will be charged to you as the renter. You also accept to hold harmless Loon Lake House and its owner from any personal injury and liability arising from the use of the property, the use of any equipment provided and the use of the Lake.

"Loon Lake House"

107 Freedom Shores Rd.

Freedom, NH , USA

EXHIBIT A

RENTAL POLICIES

Loon Lake House is in a quiet residential neighborhood. You are an invited guest in a private home. Loud noises, parties, trespassing on private property, exceeding occupancy limits, speeding, reckless driving or disruptive behavior is forbidden. Large groups or functions such as weddings, wedding related events, reunions or special events are not permitted.

1. Check-In/Check-Out Times. Check-in time is after 11:00 a.m. Check-out time is by 12:00 p.m.
2. Standard Amenities. The rental property includes a washer/dryer, dishwasher, microwave, TV with cable, wood burning stove and kitchen.
3. Provided Linens. A basic supply of towels and linens is provided. Bed linens and bath towels are not changed during your stay.
4. Provided Starter Supplies. For your convenience, you will find a starter supply of laundry detergent, paper towels, toilet paper, dish soap and detergent already in the vacation rental. You must purchase any required additional supplies. The kitchen is not stocked with staples or spices.
5. Highchairs and Cribs. Highchairs or cribs are not provided in the rental property, please plan to bring your own if needed.
6. Internet Access. Loon Lake House has WiFi Internet access. The password is available upon check-in.
7. Pets. PETS are allowed in the rental property or on the property. They must be house-broken and not aggressive towards people or other animals. They must remain under your control at all times. You must accept liability for any damage or injury caused by them and any possible costs of repairs and/or cleaning needed.
8. Clean Upon your Arrival. No Daily Maid Service. Loon Lake House will ensure that your rental home is clean upon your arrival. If your rental property's cleanliness upon your arrival does not meet your expectations, please contact the Owner immediately. Loon Lake House does not provide daily maid service. If you require trash pick-up, snow plowing or repairs, please notify the Owner.
9. Cell Phones. Cell phones do work at Loon Lake House. We use Verizon and it works well other than some dead spots in downtown Freedom and Eaton. There is no house phone provided.
10. Furnishings. Furnishings are subject to change without notice other than the number of beds. Furniture, bedding, mattress pads, kitchen equipment, utensils or any other property supplied with the rental must not be moved or removed from the property. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to you. Each property is inspected prior to and at the conclusion of your stay. All contents of the home are the property of the owner. If something should break, you must notify the Owner

immediately so that a replacement can be made. Guests are not permitted to alter the wiring of any equipment or the structure of the building and grounds.

11. **ATVs/Boats.** The use of recreational vehicles are not permitted at Loon Lake House, the roads and any trails around the property. Feel free to bring them on a trailer to utilize at other locations. Loon Lake has a State enforced "No Wake Speed" limit on the entire lake. Other than for small boats there is no launch facility available on the lake. Feel free to bring a boat on a trailer and use one of the many surrounding lakes. Rental includes the use of some small craft including a canoe, a kayak and a Sunfish sailboat. Feel free to bring your own small craft.
12. **Parking.** Parking is not permitted on the road or non-paved surfaces of the property. There is ample driveway available for several cars and a two car garage available for use.
13. **No Smoking.** No smoking is allowed anywhere inside Loon Lake House.
14. **BBQ Grills.** There is a gas BBQ grill provided for your use. If you need more propane than is provided you must refill/replace the tank yourself. Call the owner if you need assistance.
15. **No Outdoor Fires.** Outdoor fires are strictly prohibited other than in the provided fire pit. Due to fire dangers at certain times of the year, the town can restrict its use. It is your responsibility to follow these restrictions and always maintain a reasonable and safe fire.
16. **No Firearms.** Firearms use of any kind including paint ball guns, pellet guns, BB guns, pistols or rifles are strictly prohibited on the property.
17. **No Fireworks.** No fireworks are permitted in or around the property. This is a Town ordinance as well.
18. **Wildlife.** There is wildlife around the house and in the woods. They can be seen sometimes but almost always avoid people and the house. There are deer, moose, bear, raccoon and bobcat. Put trash in appropriate containers and locations. Don't leave food outside overnight.
19. **Garage Doors.** Keep garage doors closed overnight or when gone for extended periods. (squirrels love garages)
20. **Lights.** An effort has been made to limit light pollution. Outside lights are mostly "dark sky" compliant but there are also some flood lights. Please turn off all floodlights after 9 p.m. or when not in use.
21. **Speed Limit.** The speed limit of 25 mph is strictly enforced on the road.

Why I do short term rentals:

A house is not just a home but a major financial investment that can be a tool for building wealth and providing options during one's lifetime. As new home owners, years ago in another town, we built and rented an accessory apartment to help us afford... life. We had an opportunity to move to a foreign country for a year, which we did, only because we could rent and cover the ongoing mortgage costs. We have also experienced the downside of rental properties. Living near a university, students bought and moved into the house across the street. From the noise, parking and lack of police enforcement we understand the downsides.

Our family has had a house in the area for about 60 years. A decade ago we decided to try and move here full time. As a working couple with two kids, we needed two things, Income and a good school. We solved the income issue and have always heard great things about the school, so we moved in. We invested more into the house and we hopefully added to the community. This is the type of people the Town says they want to move into the area. Unfortunately, the school proved inadequate.

After a couple years of trying to solve this problem, the only solution became moving out of town to find more adequate schools. In order to maintain the old family property, we started renting the home during the summers. This rental, on waterfront property, generates enough income via short term renting during the summer, to pay the mortgage of the new home, for the entire year! We also use the old house ourselves frequently whereas we are still close by. We plan to return to town full time when the kids graduate high school.

The solution to any renting problems resides, not in direct or defacto bans on renting. An organic and energetic STR market has developed out of need or desire. Something that can add economically to the area if harnessed and regulated well. This is a more modern rental strategy but the area has for a century relied on vacation properties and rentals to keep taxes low for the entire town. The solution is in regulating the rentals to maintain the peace and quiet of a rural residential neighborhood. This means limiting the numbers of people allowed in a rental by adopting capacities based on the number of bedrooms, the design of the septic systems and on-site parking ability. Requirements to maintain State licenses and commercial liability insurance will help. Adopt a town registry to collect owner contact information, ensure restriction compliance, aide in police enforcement and give public information to facilitate problem resolutions. Strict rental time limits will force some to sell their houses.

I am sure that my next door neighbors are not thrilled with my decision to do rentals, I have done my best to do so with minimal impact. It can be done well to the benefit of the property owners and the town. The best compliment I receive is when a neighbor says that they didn't know that I do rentals or that, a month into the season, that they didn't know I already started renting for the summer. The Town says it wants to "...preserve the quality and quantity of the housing stock for year round residential use." Let us not eliminate STR's. Let us work with them and all rentals in town, whether STR, long term, attached or detached accessory apartment, to preserve the quiet residential neighborhoods, to preserve people's property rights and ability to use a home as a financial tool and to preserve a system that keeps the towns property tax rate low.

Thank you,

Ned Kucera

11-18-21

Members of Freedom Planning Board and
Office of the Selectmen
Freedom, NH 03836
November 4, 2021



Dear Planning Board Members and Selectmen,

Regarding the recent decision by the Freedom Planning Board and the Freedom Selectmen to persuade voters to limit short-term rentals to 45 days per year, I feel I must take exception to this move.

I have a home on Leavitt Bay—formerly a vacation property—now year round. I have no desire to rent my property, but am concerned not only about my rights, which seem to be in jeopardy, but the future of our community going forward. My home will at some point be inherited by my son. He is not interested in living here full time, as his employment and other obligations are out of state. But keeping the property as a rental investment may be of interest to him and his family, and the income resulting to help pay taxes and maintenance fees would certainly be a priority. I am concerned that his choice to do so may be limited and restricted if your intentions come to pass.

It has come to my attention that some properties being rented belong to families with a long-term history in Freedom. Renting local homes helps families to retain their property for future generations and the same issues of providing taxes (which are higher on lakeside properties) and funds for maintenance, certainly apply.

Property renters in Freedom contribute a great deal to the benefit of our town—through taxes, goods, services, etc. As a former Director and current Board Member of Freedom Food Pantry, I also know that many non-residents who visit Freedom have become aware of our Pantry and contribute generously when they return home. This has made a huge difference in our ability to assist local communities, particularly during the pandemic when many “outsiders” sent donations from states ranging from Massachusetts, Rhode Island, New York, New Jersey, Virginia, Florida, and others.

It is my understanding that this rental subject has come into focus because of problems arising in neighboring North Conway. Freedom is a very different community, with differing demographics, priorities, focus, etc. Having been employed for two years at a local short term rental, I can speak first-hand that I was never aware of any similar problems arising here. I do know that Air B & B and other similar entities closely screen their guests, charge considerable

security deposits, and generally discourage those who might not be law-abiding guests. Most rental agreements today are arranged on line. Instituting some sort of regulations is certainly a good idea. A licensing program or education plan and certificate signed by a landlord would be prudent. But dictating the time frames of rental agreements should be the domain of the property owner and not the business of the Town of Freedom.

If there is wide-spread mayhem occurring at our local rental properties, I would be receptive to learning of it. But if this is not the case, it is difficult for me to rationalize and justify any move to limit our citizens' rights in this manner. I would urge reconsideration of this time-restriction, and a little trust that no one wants problems resulting from misuse of property—whether renting or not. I'm sure if there are occasional issues, they are being dealt with privately and without fanfare.

Respectfully,

A handwritten signature in cursive script that reads "Judy Blake". The ink is dark and the signature is fluid.

Judy Blake
231 West Bay Rd.
Freedom, NH

Town of Freedom

From: JoJo Howlett <jojohowlett@comcast.net>
Sent: Thursday, November 18, 2021 9:26 AM
To: town Freedom
Cc: annecunnighamfreedompb@gmail.com; townadmin@townoffreedom.net; JoJo
Subject: Thoughts on the Proposed Limit on STRS in Freedom

Dear Planning Board, Selectmen and Town Administrator for the Town of Freedom,

I write as a property owner and grateful member of the Freedom community about the town's proposed Ordinance on Short Term Rentals (STRs). I wish to do two things with this email. First, I will establish why short term rentals currently do not violate the Freedom Zoning Ordinance, and ask whether the FPB intends to acknowledge the right of current homeowners who rent short term to continue to do so as prior conforming use ("grandfathering") were the proposal to pass. Second, I will offer some reasons why I believe the Planning Board should reconsider and revise its proposal, in order to develop and present reasonable limits on short term rentals that will truly advance a shared vision for the community, and, have a much better chance of being approved by the voters next March. Before I do this, however, I wish to acknowledge that I know you have all worked hard on this, that your efforts are coming from a desire to protect this community, and that you are mostly volunteers. I in no way mean to denigrate your efforts, or those of anyone else who has taken a different view, by my comments or observations on this issue.

About me. I am 59 years old and intend to make Freedom my principal residence in the near future. I have a second home on Independence Dr, in Lake Ossipee Village (LOV) development, which I bought 15 years ago. I have two children, now almost grown. Before I bought, my parents, and a sibling, already owned properties around the corner from mine. My father has passed, and my mother, who is turning 90, still loves to come for the summer and fall. Like many families, my children and I have enjoyed coming to this beautiful area, and being able to be with the extended family year after year. I suspect this sounds familiar to many of you.

When I bought, I was not single, but became so in 2013. To afford to keep and maintain the cabin in Freedom I began renting part of the year. For several years I rented from September to May, but I found that the wear and tear on my cabin excessive, and I could not use the space at all during much of the year. With the advent of Airbnb, I could offer short term rentals, maintain the property, and use it. I have been using that platform to have stays a minimum of 3 days, but many are several weeks, and some longer term (over 30 days) for about five years. I never rent to more than 6 people, prefer 4, and often its only 2. (My place has 2 bedrooms and a loft.) I use the feature on the Airbnb app that requires people to tell me about themselves before I approve their rental request, and in this way I am able to vet prospective guests before I say yes. I routinely reject people that don't feel right or have bad reviews associated with other stays. I routinely speak to my neighbors when I am using the cabin myself, and I have never received a single

complaint. My neighbor two doors down also rents on the Airbnb platform, and I have never had or heard of a reason to complain about her guests either.

Because I have to keep the property attractive for guests, I suspect that I am more attentive to maintenance than I might be if I did not do the rentals. I have used the income to do much needed repairs on the property that I would not have otherwise been able to afford. My guests have a minimal impact on my neighborhood. Frankly, you cannot tell the difference between when I am using the space or when one of my guests are, unless you happen to know my vehicle. Additionally, the income allows me to hire landscapers, plowers, cleaners, carpenters, tree trimmers, plumbers, electricians and other local working people to help me maintain the property.

Since I learned about the proposed 45 day zoning amendment to limit the right to rent one's residential property in Freedom, I have done a lot of reading. I've read the Freedom Zoning Ordinance, the Freedom Master Plan for 2020, all the minutes of the Planning Board and Selectmen's meetings for 2021, the NHMA Municipal Regulation of Short Term Rentals (2019), the *Working Stiffs*, City of Portsmouth case; and read about the developments in Madison, Jackson, Conway and other towns.

What I now confidently understand is that the Freedom Zoning Ordinance governs the permitted uses of properties; that the FZO specifically defines, and therefore **permits** that all residential dwelling units that are single family homes may be used for "owner occupancy, rental or lease" (See FZO, Section 2202, No. 17 and 19), and, that there is NO temporal limitation on such rentals or leasing. That means the the FZO permits a property owner in any of the residential districts to rent their home on a short or a long term basis, without restriction, for 365 days a year. I know that you have been advised differently, including by someone who believes that the definitions of "Tourist Home" (FZO Section 2202, No. 62) and "Hotel" (FZO Section 2202 No. 30) somehow apply more directly. However, that analysis completely overlooks the straightforward definitions of "Dwelling, Single Family", and "Dwelling Unit" that are in Freedom's Zoning Ordinance. And of course, it is undisputed that these are the applicable defining terms for the *specifically permitted use* of a "Single Family Dwelling", as described in Tables 304.1 through 304.5. Said differently, while your counsel may have likened short term rentals to "hotels" or "tourist homes", which are not permitted uses, to argue that the renting of one's home on a short term basis violates the code, his argument is fatally flawed. That is because he overlooked the fact that the FZO specifically grants every homeowner the right to use their single family dwelling unit "for owner occupancy, rental or lease". (See FZO Section 2202, No. 19) And most importantly, (unlike in the *Working Stiffs* situation in Portsmouth), there is absolutely no temporal limitation placed on this right. Indeed, given that the definition of "dwelling unit" includes "rental" which tends to be shorter term, and "lease" which tends to be longer term, it is impossible to argue that there is an implied

limitation against short term rentals. To the contrary, the inclusion of the phrase "rental or lease" is an express grant of the right to rent for short or long terms.

Additionally, the FZO also specifically allows, as a permitted use of property in any residential district, that property owners may use their home as a "minor home occupation". (FZO Section 1702; 2202, No. 28). The FZO defines a "minor home occupation" as one that has not more than 7 customers a day, has no signage and no employees, does not have deliveries by large trucks, and requires no permits. Thus the offering of short term rentals may also qualify as a "minor home occupation" as an expressly permitted use. And although some may try to argue that this is not an alternate permitted use because a home occupation can not be a "Special Exception Use", (Section 1705.2) such as "Tourist Homes" or "Hotel", I believe this argument must fail, because, as the above analysis makes clear, our homes are rented "dwelling units". They are not "hotels" and they are not "tourist homes", even if they are somehow akin to them. Nor are these homes motels, or bed and breakfasts. There is certainly no clear definition that would convert a residential dwelling unit to a Tourist Home or a Motel simply because it is rented.

This sound interpretation begs the question---does the FPB and the BOS intend to recognize the right of prior conforming use to the current STR operators to continue operation as "Non-Conforming Uses" under Article 2 and 9 of the FZO, if the proposal were to pass? It will be helpful to those of us who are currently renting our homes on a short term basis to have the Planning Board state their position on this, as was recently done in Madison. So I would ask that you please address this question with the town's attorney and let us know at the upcoming hearing on November 18.

Next I will address some of the reasons why I urge the Planning Board to revisit its proposal. I believe that the proposal as written is too restrictive. As a result, many will recognize that it will likely bring a harsh and negative economic impact on our community, that strong opposition will result (it is already) it will not be approved by the voters next March.

As I mentioned, I also read the Freedom Master Plan (FMP). A repeatedly identified priority was "seniors staying in their homes", the encouragement of means to allow this, and that zone amendments encourage MORE home businesses. After protecting

natural resources, and preserving historic buildings, the next most important zoning change that respondent's supported in the future was "allow low impact home businesses" with 67% support. (FMP p. 3, 20, 66.) Of course, this is owing in part to the lack of commercial industry or businesses, and the corresponding need for people to generate work, and income. It was noted that many seniors have homes larger than they need. As a result, their housing needs end up competing with younger families looking to break into the housing market by purchasing smaller starter homes. Some need money to convert their seasonal home to a year round residence. Allowing aging homeowners, or others on fixed incomes, or who, like myself suffer some change in economic circumstances, to offer all or part of their homes is a fantastic way to address all of these issues. Such homeowners can bring in extra income through short term rentals that allow them to remain in Freedom, upgrade their homes, convert a seasonal home into a year round home, not have to move to smaller homes, all as part of a home business that supports local jobs and brings money to the area through added tourism. How is this not a good thing? Do we really want ordinances that make it so only the people wealthy enough to afford to have their second home sit empty most of the year can remain here? Won't that result in people selling, and others who can afford to build McMansions to replace them?

A stated intent of the proposal is "to preserve the traditional character of residential neighborhoods that can be negatively affected by this type of use." First of all, just because short term rentals they "can" have a negative affect doesn't mean they are. What is the evidence that this is happening in Freedom? The Chief of Police has advised our group that he is not seeing any real or disproportionate problems caused by STRs. Unlike homeowners, guests who rent our homes can be reviewed, and will get a negative rating if they disregard house rules. One Freedom renter charges a \$500 fee if there is any evidence of a party. So where is the real evidence that STRs are having a negative impact? How significant is it?

It should be noted that due to the large number of seasonal homes, and the fact that the town's population has been known, historically, to quadruple in size during summer months, the "traditional character" of the residential neighborhoods has always seen heavy weekend use, particularly in the summer, when people are outdoors and windows are open. Now, with COVID and work from home, homes are being used more often, both by renters and home owners. But how is this really different from the "traditional use" of the neighborhoods. And what research has the FPB done to be sure that any negative

changes are the result of STRs, as opposed to other factors, like COVID and the hugely accepted practices of "work from home" and ZOOM?

A second stated intent of the ordinance is that it will protect year round housing stock. What is the evidence that STRs are impacting the availability of year round housing stock? The town has always been an attractive vacation destination, as over 50% of homes are seasonal second homes. As noted above, anyone who knows this town knows that it explodes during the summer and on many holiday weekends. Of course we have heard the horror stories of other communities where people buy homes solely to rent them as STRs, and never live there. But here, we have a very different thing. The homes rented as STRs are seasonal second homes. They were never going to be part of the available year round rental stock. Many of these homes that used to sit empty much of the year are now being used more, and the owners have more money to take care of them, and more money is plowed into the local economy for more time throughout the year. Is that what the town seeks to preserve - neighborhoods that are largely shut down with houses sitting empty much of the year? Is it a bad thing that Bobby Sue's is now open all year round? Do we not want to have enough weekend and off season visitors to support a few local restaurants?

If the concern is rising home prices, it's also important to appreciate what's really driving the price increases. As noted above, COVID, and the new found ability to use ZOOM and work from home likely has a lot more to do with the rising price of residential real estate in Freedom than 20 or so STRs. Many people, myself included, opted to flee the more dense areas in response to COVID lockdown and use their second homes in Freedom. With these new remote options, people can now live and work in rural locations more than they ever could before. These changes also caused many people to consider purchasing in areas like Freedom, since working remotely most of the time, allows them to overcome the problem of few local jobs. This actually presents some good possibilities, even with higher prices. With more remote work options, young professionals with jobs that would not normally be within commuting distance of Freedom, may now be able to buy homes and even raise their families here. So really these changes, more than STRs, are contributing to the sharp increase in pricing here, and in many other rural areas. Limiting homeowners to not more than 45 days of rentals will not curtail housing demand brought about by COVID and working from home. But it will likely make it harder for families with moderate income to buy here.

I realize that there are some who are anxious about what might happen, or what they fear will happen, but fear is not evidence. Of course it can be annoying when people are pulling into your driveway because they can't find a house. Or parking in the wrong place, or putting the trash in the wrong place. Or being loud and obnoxious while others wish to enjoy the peace and quiet of the area. I believe it is generally acknowledged that neighbors should not be negatively impacted by rental guests, anymore than they should by inconsiderate homeowners or their guests, but there are ways of addressing concerns about garbage, noise, overcrowding the

property, poor directions to the property, and parking issues. Many of these problems can be addressed by neighborly communication, and owner awareness. Some commenters have objected to the overcrowding at the Lake Osippee Village Beach Club. This is an issue that can and should be taken up with the LOV Beach Club, which is a private club.

Having read through many of the submissions to the FPB, it seems that many of the problems that people identified are things that they FEAR will happen, as opposed to things that actually have happened. But as Nelson Mandela said — “May your choices reflect your hopes, not your fears.” I urge the Planning Board to meaningfully consider the ideas raised in this and other emails to the PB, and devise an ordinance that stems from hope, hope that those of us who do short term rentals of our property want to be good neighbors and will gladly seek and adopt ways to address the concerns, and the hope of good things that the added income opportunities will provide for the people of this town - for increased local employment, maybe a couple year round restaurants, the security of knowing there is a reasonable means to allow a cherished family home to be retained by one's heirs, and the promises offered by the higher property values, increased tax base, including the greater services and important preservation efforts that could follow.

Thank you for your kind attention.

JoJo Howlett

Proposed Zoning Language for Topics brought up by ZBA and Code Officer

1. Tree Cutting—Allow zoning officer to issue permits ZBA would automatically approve

304.6.5 ~~Special Exception Standards~~ Permits issued by Zoning Officer for Cutting and Removal of Trees and Natural Vegetation in the Shorefront District:

~~304.6.5.1 Tree Cutting: Any cutting or clearing of trees within seventy five (75) feet of the reference line in the shorefront district shall require a special exception from the Zoning Board of Adjustment, and shall be subject to the provisions of Article 7 Shoreland Protection, section 703.~~

~~304.6.5.2 Permits granted by the zoning officer~~

304.6.5.1 A shorefront resident who wishes to remove ~~four or fewer~~ trees in a segment, may apply to the zoning officer for approval of the cutting plan as described ~~above~~ in Section 703 Shoreland Protection Standards, as long as the resulting points still meet the 100-point requirement.

304.6.5.1.1 The zoning officer's approval will be effective thirty (30) days after his decision is made.

305.6.5.1.2 Within five (5) days of issuing an approval, the Zoning Officer shall mail notice of the approval to all abutters. The property owner or his authorized agent shall provide a complete list of abutters and pay the costs of noticing abutters of the decision by certified mail.

2. Review Freedom's method of using quadrants for calculating tree cutting in the shorefront

RSA 483-B:9 defines the minimum standard for the waterfront buffer (land on the shore) as 50 feet and limited tree cutting in this area to prevent stormwater runoff that could degrade water quality. The state created a system of segments (50 feet along the shore and 50 feet inland) for determining when trees may be cut. As allowed by law, Freedom extended this buffer inland from 50 feet to 75 feet, creating a single 50-foot by 75-foot segment.

The state has changed the segment size to 25 feet (along the shore) and 50 feet (inland). The planning board is proposing to change its segment size to 25 feet along the shore to reflect the state's system.

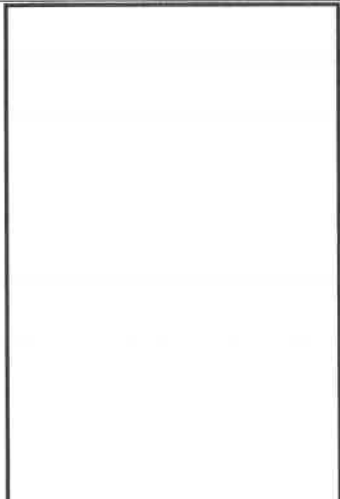


Below see the two options for making the change—Option 1 reduces the segment length along the shore to 25 feet and keeps the 75-foot distance inland. Option 2 makes two segments: one along the shore (25 feet and 50 feet inland) and a second behind it (25 feet along the shore) and 25 feet more inland to cover out to 75 feet.

Planning Board should recommend one of these options to the ZBA or may ask the ZBA for their input...

See pages 6 and 7 for the ordinance language changes for these two options.

Option Details

	Option 1	Option 2	
	Change to 25 feet along the shore	Create 2 segments: 1 along the shore	1 farther inland
	Q1	Q1	Q2
Quadrant (sq ft)	1,875	1,250	625
-feet along SF	25	25	25
- feet inland	75	50	25
Tree points			
- 1-3 inches	1	1	1
- >3 and up to 6 inches	5	5	5
- >6 and up to 12 inches	10	10	10
= >12 inches	15	15	15
Brush points			
-4 sq ft shrubs	1 point	1 point	1 point
- 50 sq ft ground cover	1 point	1 point	1 point
Points per quadrant			
- minimum points *	50	35	15
- shrubs & ground cover**			
at least	5	4	2
no more than	10	7	3
* Same number of minimum points required			
** Options align with NH standards allowing fewer points for ground cover			
Current Freedom standards are at least 15 and no more than 25			

Current Segment 50 feet by 75 feet	Option 1 Segment of 25 feet by 75 feet	Option 2 2 segments: 1 segment along the water at 25 x 50, 1 behind 25 x 25
		

3. Change septic setback from 125 ft. from a wetland to 75 ft. to conform with NH DES regs

Section 406

Septic Tank or Leach Field Setback

No septic tank or leach field may be constructed or enlarged closer than seventy-five feet (75) ~~one hundred twenty-five (125)~~ feet to any wetland. In the case of a failed system, the septic tank may be a minimum of fifty (50) feet from any wetland providing all joints are sealed and approval of Water Supply & Pollution Control Division is obtained to the extent required by law. Septic systems in the protected shorefront are subject to RSA 483-B Shoreland Water Quality Protection Act

4. Add Building Setbacks for Construction on/near Streams/open water:

Add a setback requirement for construction or structures next to streams or open water in Article 6 Stormwater Management:

This section applies to lots adjacent to all not regulated by other state or town regulations.

Section 603 Landowner's Responsibilities for Managing Stormwater

603.1 No construction or land disturbance may be undertaken closer than 50 feet from rivers, lakes, and ponds, all 1st order to 5th order streams, and designated waters subject to provision 602 (above)

603.42 Submit an application and plan as specified on the town of Freedom website for any work meeting the criteria above to the Freedom code enforcement officer. (See Stormwater Management Plan.pdf at <https://townoffreedom.net/applications/>)

Text of current sections 603.2 through 603.7 remain the same (renumbered)

5. Address issues with Section 309 Accessory Uses regarding trucks

Options for addressing Accessory Use article:

1. 309.1 Accessory uses are uses customarily incidental to the permitted use but may not exceed the following standards without a variance ~~special exception~~ from the zoning board of adjustment.
2. Add language to Article 309: **Accessory uses involving vehicles more than xxx GVW are not allowed in residential districts.**

6. Tree cutting on land from 75 to 300 feet from shore:

With the changes to section 305.6. to allow the zoning officer to grant permits, these two sections should move to Article 703—unless the intent is to also have Gary send plans to the Conservation Comm.

703.5 ~~305.6.5.3~~ For lots in the floodplain or lots sloping toward the lake at greater than a 12.5% grade, ~~Any~~ cutting between seventy-five (75) and three hundred (300) feet of the reference line shall also require a cutting or clearing plan to be approved by the Zoning Board of Adjustment **if the slope of the area of the lot meets any of the following criteria:**

703.5.1 Construction or site work of any kind is taking place in an area(s) that slopes at greater than 12.5% toward the lake

703.5.2 The structure's placement has the potential to cause stormwater to flow toward the lake because the slope below the structure is greater than 12.5%

703.5.3 In any case required by the Zoning Officer.

The cutting plan shall meet the intent of this ordinance as stated in Section 701 and using a methodology similar to that set out in Section 703 **with points increased proportionally** augmented for the larger area involved.

703.6 ~~305.6.5.4~~ The Zoning Board of Adjustment may request the Conservation Commission to review the plan and make recommendations.

7. Recreational Camping (Article 12):

Applicants are confused about the residential camping article. The board assumed that camping would only take place on lots with existing primary structures. The ordinance does not say that, and some people are reading this to mean they can camp on an undeveloped lot. Here is a proposed change:

1201.1 Temporary camping (in tents, camping trailers, and motor homes) is allowed on lots with an existing primary dwelling unit only

1201.2 Temporary camping is allowed during the period from Memorial Day weekend to Columbus Day weekend.

1201.~~32~~ Temporary camping for family reunions or other events is allowed for one period of up to ten consecutive days during the season.

1201.~~43~~ For extended camping (more than ten total days during the season) on a residential lot, the property owner or long-term tenant (greater than 30 days) shall obtain a permit. The zoning officer will issue a permit for no more than two camping units, only one of which shall be a motor home or camping trailer. Failure to abide by this condition may result in the revocation of the permit.

1201.~~54~~ Tents, camping trailers and motor homes shall not be located within the setbacks unless, due to lot size, topography, or configuration, it is impossible to avoid the setbacks. In this case, the zoning officer may permit a camping unit be in the setback.

1201.~~65~~ For Any lot on which residential camping occurs, must have an operational state approved septic system which shall ~~must be~~ available for use by all campers.

1201.7 This article does not allow any short-term rental of the primary dwelling or any other structure, tent, camping trailer, or motor home on the lot.

1201.~~86~~ No commercial camping is allowed except in an authorized campground. If a property owner rents out the primary residence on the lot, this will constitute a commercial arrangement for the purpose of this article and the property owner shall not camp on this lot except under the terms of 1201.~~32~~. Added 03/09/2010 Amended 3/14/2011

8. Food trucks:

Add a new section

Article xx Mobile Food Truck Operation

xx.1 Intent: The intent of this article is to provide residents and visitors of Freedom with the opportunity to purchase food from a mobile food truck safely:

xx.1.1 All food truck must provide food that meets the safety standards of the NH Department of Health and Human Services

xx.1.2 All food trucks must park and provide access to the service area for customers in a location that provides safe access to both passing vehicles and pedestrians.

xx.2 Definition: A mobile food truck is a licensed road worthy vehicle that has a built-in kitchen with a side-opening service area.

xx.3 Requirements:

xx.3.1 To operate within the town of Freedom, the owner and/or operator of the mobile food truck must have a NH DHHS Mobile Cook Unit Class D license regardless of the length or total days of the food truck's stay.

xx.3.2 The owner or operator must apply for and receive a license from the town of Freedom that provides owner's name, address, the truck's motor vehicle license, proof of a DHHS license, location, dates, and times where the truck will be parked, and written proof of the state, town, and/or property owner's written permission allowing the truck

- to park in the planned location (see section xx.3.3 through xx.3.5).
- xx.3.3 No food trucks shall park along Route 153 or Route 25 unless the NH Department of Transportation has given written permission for the truck to park in the state right of way.
 - xx.3.4 No food trucks shall park along any town road without the written permission of the road agent and the owner of the property abutting the location the food truck will park.
 - xx.3.5 No food trucks shall park on or adjacent to a town property (including but not limited to a town beach, library, the town office, or town hall) without the written permission of the Board of Selectmen/town administrator.

9. Septic Plans Required:

New Hampshire DES requires a new septic plan on all lots less than 5 acres for any development when the septic approval on file is over 20 years old. The town can include this requirement in the zoning application package.

10. Driveway:

The BOS and road agent are refining the language for obtaining a driveway permit. Town counsel says the PB can adopt these requirements as regulations. Same process as adopting site plan and subdivision regulations.

PROPOSED ORDINANCE LANGUAGE CHANGES FOR OPTIONS 1 AND 2

Option 1: Current 50 foot by 75-foot segment becomes a 25 feet by 75 feet segment

Section 703 Minimum Town of Freedom Shoreland Protection Standards

The Legislature of the State of NH has found that the shorelands of the state are among its most valuable and fragile natural resources and their protection is essential to maintain the integrity of public waters. The intent of this provision of the Town of Freedom's zoning ordinance is to protect Freedom's water bodies via the Town's authority under RSA 674:16. The waterfront buffer shall be those protected shorelands within 75 feet of the reference line. The purpose of this buffer is to protect the quality of public waters while allowing homeowner discretion regarding water access, safety, viewscape maintenance, and lot design.

Within the waterfront buffer all the following prohibitions and limitations shall apply:

Sections 703.1, 703.2, and 703.3 remain the same.

703.4 Starting from the northerly or easterly boundary of the property, and working along the shoreline, the waterfront buffer shall be divided into segments ~~25~~ 50 foot (along the shore) by 75 foot inland (parallel to the property line). Owners of land within the waterfront buffer shall measure, calculate, and maintain the tree, sapling, shrub, and groundcover point score in each of these segments in accordance with the methods and standards described in subparagraphs i through viii.

- i. Tree and sapling diameters shall be measured at 4 1/2 feet above the ground for existing trees and saplings, or by caliper at a height consistent with established nursery industry standards when nursery stock is to be used, and are scored as follows:

Diameter or Caliper--	Score 1 to 3 inches--	1 point
	Greater than 3 and including 6 inches--	5 points
	Greater than 6 and including 12 inches--	10 points
	Greater than 12 inches--	15 points
- ii. For the purpose of planting under RSA 483-B:9, V(g)(3), shrubs and groundcover plants shall be scored as follows:

Four square feet of shrub area	1 point.
Ground cover, not including mowed lawn	1 point for every 50 square feet.
Shrub and groundcover shall count for at least 5 15 points and not more than 10 25 points	in each full segment.
- iii. Dead, diseased, or unsafe trees or saplings shall not be included in scoring.
- iv. If the total tree and sapling score in any ~~25~~ 75 feet by 50-foot segment exceeds ~~50~~ 100 points, then trees, saplings, and shrubs over 3 feet in height may be removed as long as the sum of the scores for the remaining trees and saplings in that segment does not total less than ~~50~~ 100 points. If for any reason there is insufficient area for a full segment, or the segment contains areas incapable of supporting trees and saplings, such as areas of rock, ledge, or beaches, the point score requirement for the remaining vegetation in that partial segment shall be reduced proportionally to that required of a full segment. Vegetation shall not be removed from any segment which fails to meet the minimum point score for that segment. Owners are encouraged to take efforts to plan the maintenance of their waterfront buffer areas including the planting of additional non- invasive vegetation to increase point scores within segments, thus providing sufficient points to allow the future removal of vegetation as may become necessary while still meeting the requirements of this paragraph.

Option 2: Split current 50 foot by 75-foot segment in 2 segments: one along the shore (25') and 50' inland and a second behind it—25 feet along the shore and 25 feet more inland to cover out to 75 feet.

Section 703 Minimum Town of Freedom Shoreland Protection Standards

The Legislature of the State of NH has found that the shorelands of the state are among its most valuable and fragile natural resources and their protection is essential to maintain the integrity of public waters. The intent of this provision of the Town of Freedom's zoning ordinance is to protect Freedom's water bodies via the Town's authority under RSA 674:16. The waterfront buffer shall be those protected shorelands within 75 feet of the reference line. The purpose of this buffer is to protect the quality of public waters while allowing homeowner discretion regarding water access, safety, viewscape maintenance, and lot design.

Within the waterfront buffer all the following prohibitions and limitations shall apply:

Sections 703.1, 703.2, and 703.3 remain the same.

703.4 Starting from the northerly or easterly boundary of the property, and working along the shoreline, the waterfront buffer shall be divided into segments ~~25~~ 50 foot (along the shore) by ~~50~~ 75 foot **inland** (parallel to the property line). **A second segment of 25 feet (along the shore) and 25 of segments will be mapped behind the shorefront segment to extend out to 75 feet, Freedom's minimum standard.** Owners of land within the waterfront buffer shall measure, calculate, and maintain the tree, sapling, shrub, and groundcover point score in each of these segments in accordance with the methods and standards described in subparagraphs i through viii.

- i. Tree and sapling diameters shall be measured at 4 1/2 feet above the ground for existing trees and saplings, or by caliper at a height consistent with established nursery industry standards when nursery stock is to be used, and are scored as follows:

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Four square feet of shrub area	1 point.
Ground cover, not including mowed lawn	1 point for every 50 square feet.

Shrub and groundcover shall count for at least **4** 15 points **for the shorefront segment and 2 points in the segment farther inland** and not more than **7** 25 points in **in the shorefront segment and 3 points in the segment farther inland.** ~~each full segment.~~
- iii. Dead, diseased, or unsafe trees or saplings shall not be included in scoring.
- iv. If the total tree and sapling score in any ~~25~~ 75 foot by 50-foot **shorefront** segment exceeds **35** 100 points **or 15 points in the segment farther inland**, then trees, saplings, and shrubs over 3 feet in height may be removed as long as the sum of the scores for the remaining trees and saplings in that segment does not total less than **35 or 15** 100 points **in the two segments respectively**. If for any reason there is insufficient area for a full segment, or the segment contains areas incapable of supporting trees and saplings, such as areas of rock, ledge, or beaches, the point score requirement for the remaining vegetation in that partial segment shall be reduced proportionally to that required of a full segment. Vegetation shall not be removed from any segment which fails to meet the minimum point score for that segment. Owners are encouraged to take efforts to plan the maintenance of their waterfront buffer areas including the planting of additional non- invasive vegetation to increase point scores within segments, thus providing sufficient points to allow the future removal of vegetation as may become necessary while still meeting the requirements of this paragraph.



Important Dates for Local Officials
2022 TRADITIONAL MARCH TOWN MEETING CALENDAR
PLANNING BOARD AND ZONING ORDINANCE ITEMS ONLY

NOVEMBER 2021

Monday, November 8, 2021

First day to accept petitions to amend zoning ordinance, historic district ordinance or building code for consideration at the 2022 town meeting. [RSA 675:4-120 days prior to town meeting]

DECEMBER 2021

Wednesday, December 8, 2021

Last day to accept petitions to amend zoning ordinance, historic district ordinance or building code for consideration at the 2022 town meeting. [RSA 675:4- 90 days before town meeting]

JANUARY 2022

Thursday, January 6, 2022

Last day to post and publish notice for first hearing on proposed adoption or amendment of zoning ordinance, historic district ordinance or building code if a second hearing is anticipated. [RSA 675:3; 675:7 – 10 clear days before January 17]

Monday, January 17, 2022

Last day to hold first public hearing on adoption or amendment of zoning ordinance, historic district ordinance or building code if a second public hearing is anticipated. [RSA 675:3 – 14 days prior to last date to hold public hearing on zoning/building/historic district ordinance amendment/adoption on January 31]

Thursday, January 20, 2022

Last day to post and publish notice of final planning board public hearing on proposed adoption or amendment to zoning ordinance, historic district ordinance or building code. [RSA 675:3; 675:7 – 10 clear days before January 31]

Monday, January 31, 2022

Last day for planning board to hold final public hearing on adoption or amendment of zoning ordinance, historic district ordinance or building code. Planning board must also determine final form. [RSA 675:3 – one day before deadline for delivery of final zoning/building/historic ordinance ballot proposals to town clerk on February 1]

FEBRUARY 2022

Tuesday, February 1, 2022

Last day for official copy of final proposal to adopt or amend zoning ordinance, historic district ordinance or building code to be placed on file at the town clerk's office. [RSA 675:3, V-fifth Tuesday before town meeting]

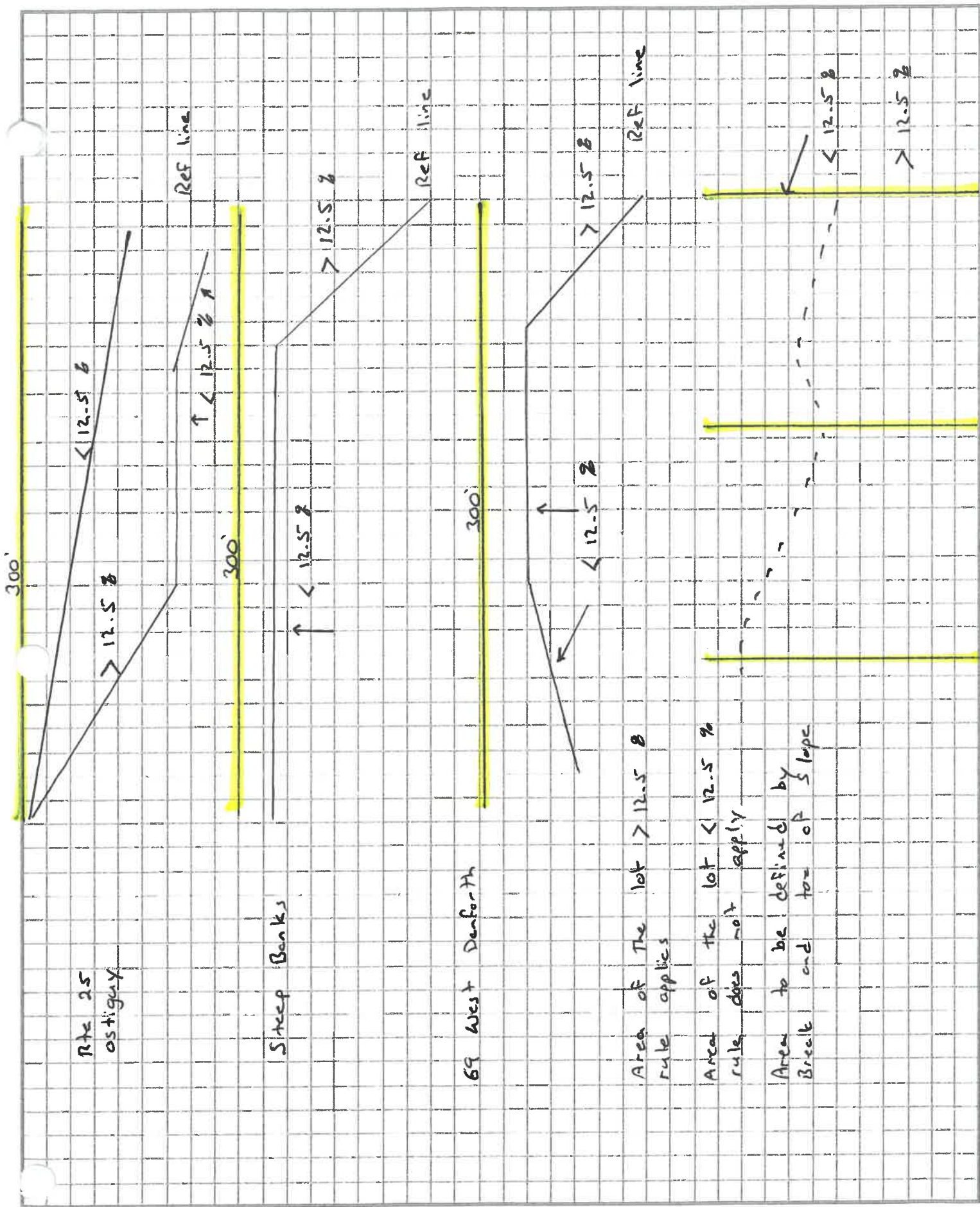
Monday, February 14, 2022

Last day for select board to publish notice of time, place, and subject of public hearing on bond/note issue over \$100,000. [RSA 33:8-a, I -7 days before February 21]

MARCH 2022

Tuesday, March 1, 2022

Last day to submit zoning ordinance protest petition to require 2/3 vote at town meeting. [RSA 675:5- at least 7 days before town meeting]



REF line 3 Grids with topo

PB
meeting
11/13

Proposed Planning Board Budget 2020

ACTUAL PLANNING BOARD BUDGET 2021 AND PROPOSED BUDGET 2022

Account Number	Account Name	2021 Budget	YTD October	Full Year Forecast	2022 Budget Request
01-4191-130	Part Time Salary	\$ 800.00	\$ -	\$ 800.00	\$ 800.00
01-4191-240	Postage	\$ 750.00	\$ 923.84	\$ 1,000.00	\$ 1,000.00
01-4191-262	Training/Conference	\$ 300.00	\$ -	\$ -	\$ 300.00
01-4191-263	Mapping	\$ 650.00	\$ -	\$ 600.00	\$ -
01-4191-630	Notices	\$ 750.00	\$ 702.00	\$ 750.00	\$ 750.00
01-4191-810	Operating	\$ 200.00	\$ 200.00	\$ 150.00	\$ 200.00
	Total	\$ 3,450.00	\$ 1,825.84	\$ 3,300.00	\$ 3,050.00

