



# Town of Eddington

906 Main Road Eddington, Maine 04428

## BOARD OF APPEALS

November 17, 2016

6:00 pm

## MINUTES

**CALL TO ORDER:** Cindy McDonald called the meeting to order at 6:04 pm.

**ROLL CALL:** Members present were Pat Wilking, Tim Higgins, Gary Poisson, Cindy McDonald, Jeff Thurlow, Roger Huber of Farrell, Rosenblatt and Russell, here tonight representing the Board of Appeals.

### **ELECTION OF CHAIR AND VICE-CHAIR:**

Motion to elect Cindy Melanson as Chair.

**By Tim Higgins/Pat Wilking 2<sup>nd</sup>. Vote 4-0  
Cindy McDonald abstained from the vote.**

Motion to nominate Jeff Thurlow as Vice Chair.

**By Pat Wilking/Tim Higgins 2<sup>nd</sup>. Vote 4-0  
Jeff Thurlow abstained from the vote.**

Tom Vanchieri is the new alternate member of the Board.

**HEARING:** The Hearing opened for Anthony Melanson regarding the rescinding of a Building Permit for the two acre lot sold out of the 10-acre lot acquired from Bangor Savings Bank at auction on Sprucewood Drive.

Cindy McDonald-Melanson will excuse herself for this discussion because Anthony M is her son.

Motion to accept recusal of Cindy McDonald.

**By Tim Higgins/Jeff Thurlow 2<sup>nd</sup>. Vote 4-0**

Jeff Thurlow, Vice-Chair will take over the meeting.

Roger Huber explained the ground rules for this Hearing:

The Chair is in charge

The Board will determine if they have a quorum

Presentation from the applicant, his representatives and witnesses

The Board may ask questions

The Town's Attorney will state his case

Anthony Melanson, the Town's Attorney and anyone else that speaks or ask questions of the

Town will go through the Chair

He will be keeping track of any exhibits presented tonight. Right now he has the Building Permit, HHE 200 Permit and the Building Permit rescinding letter.

People are allowed to speak but the Chair can move past the discussion if it is irrelevant or repetitious.

Anthony M has the Burden to Proof that the CEO's decision to rescind the building permit was clearly contrary to specific provisions of the Town's Ordinances.

This is a De Novo Hearing – The Board is reviewing evidence presented this evening and they will base the decision solely on evidence given tonight. Once the evidence is presented and everyone has had time to speak the Public Hearing will be closed, the Board will deliberate and Roger Huber will write a decision for the Board once a vote is taken. He will forward the decision back to the Board for review and approval. When the Board reviews and signs the written decision, the appeal process will begin. The Board has 35 days from the close of the Public Hearing to render a decision. Mr. Huber explained that the

Board is free to accept his advice or not, he will try to give the law as he sees it without taking any position on the question and help the Board to a decision.

Charles Gilbert identified himself as the Town's Attorney. He will be speaking for the Town and the Town's position on this matter and Mr. Melanson and his representatives will be speaking for Anthony M. He suggested that it be clarified if and when the neighbors will be allowed to speak tonight. Mr. Gilbert's second point of order is a request to have his letter of October 31, which Mr. Huber has referenced, made exhibit #4. Mr. Huber explained that allowing nonparty participants to speak is the Chairman's call. If the discussion becomes irrelevant or repetitive, the meeting is in the Chairman's control.

Mr. Huber asked anyone that is going to give testimony to stand to be sworn. The following people were sworn: Cindy McDonald, Doug Holland, Anthony Melanson, Frank Arisimeek, Mike Shepherd, Dawn Shain, Pam Dorr, Charles N and Russell Smith.

Jeff Thurlow, Chairman, asked Anthony Melanson to speak first. Anthony M has been in the Service for over 8 years and after his last deployment decided to move back to Town. He reviewed all of the auction packet information on the land which had no reference to a subdivision or any covenants and then spoke to Russell Smith, Town Manager. He said Mr. Smith did not think it was part of the Subdivision. Mr. Melanson purchased the property at the auction and then received the Title Opinion which stated all the information on the property and that he was obligated to join the Comins Lane Homeowners Association. He said that if he was part of the Cedar Grove Subdivision, it would be noted in his Title Opinion. Charles Gilbert objected to Mr. Melanson making a statement about what the Title Opinion says or doesn't say. Anthony M, Cindy M and Doug H said that as a point of order Mr. Gilbert could not speak. Mr. Huber explained that someone should speak to object to a statement in order to preserve the objection on the record.

Anthony M has owned the land since 2014 and has had the 2-acre lot up for sale for 1 ½ years. Two months ago he sold the land. During the construction phase a letter was sent to the Town questioning whether the land could be sold or built on. After that Charles Norburg, Code Enforcement Officer and Russell Smith decided to rescind the Building Permit. He said that they mentioned #6 in the covenants, that you cannot subdivide any lots in the subdivision. Anthony M believed that referenced the two-acre lots of the subdivision. He said his land is referenced as the remaining undeveloped land on Sprucewood Drive. After that Anthony M has been working with his buyers and Russell S. Russell S suggested a mediation meeting with the neighbors. The only ones that showed up were Anthony M and the buyer. Anthony M then went to the Board of Selectmen which said there was nothing they can do and was sent to the Planning Board. The Planning Board sent him to the Board of Appeals because they had no control over it. Anthony read from a letter from Charles Gilbert, dated October 16, 2007; "Bangor Savings Bank is bringing foreclosure action seeking to recover the land from the original subdivided tract shown on Oak Grove Subdivision Plan, although not denominated as a lot as such within the subdivision." Charles G objected if he is not going to read the whole sentence. Anthony M said that that was the end of the sentence on the letter. Mr. Gilbert said he had another letter dated October 5, 2007. Anthony M said there are multiple other references where Charles G states that it is not part of the subdivision like his other attorneys have said. Anthony M continues that none of the covenants are on his deed. Anthony submitted the letters of October 16 and October 5, 2007 for the record. He did not receive these letters until all of this happened. Anthony's attorney also reviewed it and felt he has the right to sell off one lot. He has had his soil test and survey done. He said the CEO went to the property and gave it a physical address.

Anthony M asked Russell S to ask an attorney with no previous knowledge of this case for his opinion. Anthony read from the letter from Attorney Cohen which states that it was not a numbered lot that was approved by the Planning Board. This letter will also be added to the record. Mr. Huber reviewed the items that Anthony M had submitted that will be considered Exhibit 8.

Jeff Thurlow stated that he was on the Planning Board when the Subdivision was approved. Gary Poisson was on the Board for part of it. Roger Huber does not think it is a problem and the parties involved are ok with it. Russell S said that the original applicant never came back for the last phase of the

Subdivision. Anthony M said if there is a reason why he cannot sell this lot, there needs to be something in writing explaining it. Mr. Huber offered Mr. Gilbert an opportunity to question Mr. Melanson.

Charles G asked Anthony M if Russell S had sent his mother copies of the letters he introduced before he bought the land. Anthony M said that Russell S had sent Cindy M an email, and that when she saw they did not pertain to him, she did not open the emails. He never received them, his mother is not the owner he is. Charles G questioned whether she was representing him when she was asking about the land before he purchased it. Cindy was not his agent when he bought the land.

Cindy McDonald explained that when she received the letters from Russell S, they had Confidential written on them and she felt, as an Appeals Board Member, that they should not be in the public's hand. She sealed them in a file and has not touched them. The letters pertained to Frank Pawlencio and Bangor Savings Bank. As a real estate agent, she feels that there was not a judgement made and the land is innocent. Anthony M should have been able to find reference to any judgement when he did research on the land. Cindy M became his agent when Anthony went to sell the property. She would never put her son in a position to sell a piece of property that wasn't legal and marketable. Her license is on the line here too.

Charles G wanted clarified that these are the same letters from October 2007 that Anthony is now presenting as evidence. Cindy M said she received the letters from Venice Bard. She is the person that bought the land from Anthony M. Venice B hired Michael Griffin, Real Estate Attorney, and at the closing he told them that this has a huge history and explained it to them. Cindy M had contacted Mr. Dorr the night before the closing to find out what the escrow was on the road association dues. Mr. Dorr informed her that she should talk to Michael Shepherd because she did not know the laws about this piece of property. She did not hear from Michael S. Attorney Griffin felt it was a legal lot or he would not advise Venice B that she could buy it. The letters had been sent to Venice B. The letters were not sent to Anthony M.

Anthony M also has a letter from Attorney Dean Beaupain stating that the Ordinance adopted after 2012 would not apply to any subdivision approval and does not apply to the land Anthony M purchased and his sale of the lot to Venice B. (This letter is part of the packet presented) Michael Shepherd stated that Dean B has represented the Homeowners Association for 5 years and they want it on the record that it is a conflict of interest. They will address this later. Roger H asked Anthony M why the applicability of the old versus new Subdivision Ordinance matters? Anthony said Dean B felt that Section 501.4, Enforcement in the new Ordinance would not apply to him. (501.4 A person shall not sell, lease, offer or otherwise convey any land in an approved subdivision which is not shown on the plan as a separate lot. No lots in any approved subdivision may be further divided without Planning Board approval.) Charles G has never said that it is the new Subdivision Ordinance that applies here. He has said it is state law that applies here.

Jeff T asked why the letter was sent rescinding the building permit. Charles N said that Dawn Shain, a resident of Sprucewood Drive, came in and explained why she felt that the lot could not be split off and referenced part of the Subdivision Ordinance that said that a developer could not develop an area until the road was brought up to Town Specs. He said then Cindy M came in and she had a number of points that she presented to Russell S and Charles N why a permit should be allowed. Charles N said he did not do his homework. He explained that he works 10 hours a week and there are long periods that he is not in contact with the office. The next time he was in Russell S explained that Charles G said that this lot was part of the Subdivision and could not be subdivided without going through the Planning Board and that a permit should not be issued. Charles N thought that if Charles G feels this way he should rescind the permit and Russell S agreed. Jeff T asked if the road has been accepted as a Town Road and Charles N said no, it is a private road.

Jeff T then asked Charles G to give his opinion. Charles Gilbert, Town Attorney assured Anthony M and Cindy M that it is nothing personal to them. The position that he will take tonight is the same that he took in 2007. He said that it has to do with an unsettled issue of Maine Law. Mr. Gilbert continued that the issue, in his opinion, is that Anthony M divided off the two acres. If he had sold the 10-acre lot they would not be there. There is a division in the community of Real Estate Lawyers as to what is and what is

not and what is in and what is not in a Subdivision. Charles G feels that Mr. Melanson's lot is part of the subdivision. Mr. Gilbert quoted part of State Law, Title 30-A, Maine Revised Statue, Section 4401 as his reason for feeling this way. It says, in part, "A Municipality may not enact an Ordinance that expands on the definition of Subdivision." He continued that the key definition in Subdivision law is "Tract or parcel of Land", in Section 4401, Subsection 6, "All contiguous land". Mr. Gilbert explained that some people think an owner can come to a Planning Board and say he wants to subdivide a part of his land, but to ignore this other contiguous land beside it. He challenges his fellow attorneys to show him where in the law it allows the developer to say pay no attention to the rest of my land.

Charles G's presented the following items to be included in the record:

Exhibit 10, the deed for Oak Ridge Builders in 2001

Exhibit 11, May 21, 2001, Eddington Planning Board approved the Final Subdivision Plan of Cedar Grove Subdivision by Oak Ridge Builders for 5 lots.

Exhibit 12, Mr. Pawlenczio came back and the Planning Board approved Phase 2 of the Subdivision which approved lots 6 through 9. (Documents show the undeveloped land on each map. Section 4407 of the Statue addresses revisions to existing plans, which he did in phase 2.)

Exhibit 13, October 20, 2003 he came back to the Planning Board and they approved Phase 3, lots 10 through 14. This map shows Sprucewood Drive and the remaining land.

Exhibit 14, May 20, 2002, Phase 3 also. (Does not contain Lot 10)

Cindy M objected because of relevance, she agreed that this information pertains to a developer and his intent, but questioned where the intent of land stops. She believes that if Mr. Pawlenczio still owned this land, he would still be under the jurisdiction by implication and implied use. She feels Anthony M purchased this land and the debate is whether it is in a subdivision as Charles G said. Cindy M questioned who Mr. Gilbert was representing and he said he is representing the Town as he has done since 2007. Cindy M said they had asked for fresh eyes for an opinion for Anthony M's appeal and she questions why Charles G is here. Roger H clarified that Roger H's role is to represent the Board of Appeals and that Charles G's roll is to represent Charles N and the Town in defending their decision to rescind the building permit. Cindy M did not know that he was here representing the Town.

Charles G explained that the exhibits show the subdivision evolved over a period of time and how the developer came back to the Planning Board as he planned to expand the subdivision. Charles G feels that these laws go with the land and it does not matter who the owner of the land is. Charles G thinks that what probably happened is the developer had a blanket mortgage on the land and partially released each lot as it is sold to end up with the 10-acre lot. You will see Mr. Gilbert's position back in 2007 and Bangor Savings Bank did not try to sell the 10-acre lot during the time that he told them they couldn't. Charles G said this whole issue is an unresolved issue that will have to be settled at the state wide level so everyone will know what the law is. The position of the people that support Mr. Melanson's side have to have you accept 2 propositions which he thinks are wrong. The first proposition is that they can tell you to ignore part of the land even though it is part of the same contiguous parcel. The second part is those attorney's also say, absent a condition 6, even if you have an approved lot in a subdivision, if five years go by you can re-divide that lot within the subdivision as long as it meets the Town's Ordinances. He disagrees with both propositions and feels it was only when this 10-acre lot in a subdivision was divided further that a problem arose. Charles G said that if the Board of Appeals denies his appeal Anthony M can go to the Planning Board to ask for permission to create a lot.

Cindy M objected because Anthony M did go to the Planning Board. Charles G said he was at that meeting and his understanding was that Anthony had already applied to the Board of Appeals so the Planning Board could not do anything. Cindy M, Point of Order and Objection: As Appeals Board Member she has learned that it washes over and is the same thing they got as they spoke to Charles N and as they had mediation with Venice Bard and Russell S and as they were told to go to the Selectmen and the Selectmen sent them to the Planning Board and Anthony went to the Planning Board. Susan Dunham-Shane, Chairman of the Planning Board, explained that they received a letter forwarded by Russell S from Mr. Melanson stating he would like to talk to the Planning Board but it also said he had requested an emergency Board of Appeals meeting. She said they explained that because he had already requested an Appeal Board meeting that was the step that they were in. Additionally, they explained that they could

not tell the CEO if he is right or wrong because the Select Board governs the CEO. So for those two reasons they could not render an opinion. Roger H said that Anthony M's letter of October 19 is part of Exhibit 8 and it does request both an appeal to this Board and an emergency Planning Board meeting to ask if his lot was a legal lot as sold. Mr. Huber said the Planning Board was right in their response because they do not have any authority to answer that question.

Charles G asked if the Bard deed is part of Exhibit 8 and was told it was. He referenced this deed of September 9, 2016 and that it contains the meets and bounds description of the remaining land but also looks like it is part of the subdivision within the deed. Because 1. the bearings were oriented to the Cedar Grove Subdivision plan 2. the way to get in and out of this lot is through the Cedar Grove Subdivision 3. it was made subject to a bunch of restrictions all of which sound like the exact Subdivision restrictions. Anthony M objects; he put those restrictions in there to protect the neighbors. His deed did not have them, he put them in Venice Bard's deed. Charles Gilbert said that on all of the versions of the Subdivision Plans there are a series of covenants and restrictions. Covenant #6 says that no lot within the subdivision can be subdivided. He continued that Anthony M can go back to get Planning Board approval.

Gary Poisson asked if Anthony M goes before the Planning Board would he have to do a whole Subdivision revision. Charles G said that his understanding is that he would go from Exhibit 13 and ask if the lot that he sold could be approved as lot 15. Any other lot would also have to be approved except if the remaining acreage stays as one lot. Anthony M said the word lot has been used a lot and it is not an approved lot. Gary P said by the definition, it is undeveloped land within a subdivision. Jeff T explained that in his work as an engineer, they always ask about future development and it should be on the plan for the subdivision.

Cindy M asked the Board to use independent unbiased council to have fresh eyes, not the position of the attorney for the CEO. Charles G wanted to make sure that all of the Board has copy of all of the exhibits and may want a recess at some point to copy them. Roger H wants the entire Board to be able to review the entire set of Exhibits and be able to ask questions of anyone involved. He asked Charles G if the records he submitted are presented for the proposition that someone understood the need to come back and get Subdivision approval and Charles G said it was also introduced to show that the land is clearly in the subdivision.

Tim Higgins stated that Charles G is saying it is part of the Subdivision with a separate owner now, he asked if that ever goes away and what subdivision rules are used to subdivide it? Charles G said that what is here is part of the contiguous parcel shown on the subdivision plan. He thinks that once the 5 years went by it was in the clear to be sold as a 10-acre lot. But to subdivide it less than 10 acres they have to come back to the Planning Board. Tim H asked why wait 5 years, if it was already a lot, it was already subdivided? Charles G said it hadn't been approved for sale. Bangor Savings Bank adhered to his recommendation and waited 5 years to sell it. Charles G said that the new Subdivision rules would apply to a further subdivision after its affective date.

Cindy M is asking for the Board to use Mr. Huber and get an opinion from him. Every Board should have fresh eyes and is the recommendation in the manual. Mr. Huber said this hearing is going exactly as it should.

Jeff Thurlow invited any interested third party to speak.

Pam Dorr, 63 Grandview Drive, wanted to clarify something in regards to Dean Beaupain's letter. Dean P has been their lawyer for 6 or 7 years for both the Road Association and the Homeowners Association. Mrs. Dorr said they called Dean B and he said Cindy M had come to him as a family friend and he had asked her if there was any conflict of interest and she said no. Because Anthony M is a member of the Road Association, there is a conflict of interest. She feels that what he said should be disregarded as evidence because of the conflict of interest. He is still their lawyer. He told them what he had said in the letter and that he also told Mr. Melanson that he would not be relieved of the covenants of the area. She does not think that it should be listed as evidence without being noted as a conflict of interest. Jeff T agreed that they could do that.

Dawn Shain, property owner next to Anthony M. She is on the Home Owners and Road Associations. She explained that if the Board of Appeals says No, that he cannot have the building permit, he has the option to go to the Planning Board and in their opinion going through the Planning Board will protect all of the current homeowners that live up there. They are asking that this go through the rules, regulations and Ordinances that Eddington has in place to protect all of the community members. The construction crew caused thousands of dollars' worth of damage to the road. They were of the understanding that if someone purchased the 10-acre lot they would be required to go through the appropriate channels to develop it. In error a building permit was issued and rescinded. She feels that they do want to listen to Mr. Gilbert because he is familiar with what is going on and is looking out for the best interest of the Town. In regards to the letters that Cindy M received, only one says confidential on it so she could have shared all but one of them, but chose not to. She had a meeting with Russell S and Charles N before any permit was issued because of Section 903.11. (903.11 The developer or applicant shall be responsible for upgrading and improving an existing road to these standards to accommodate any proposed expansion or new development which will be served by the existing road.) Dawn S asked the Board if they wanted a picture of the damage to the road. Jeff T said it was not relevant to this proceeding. Anthony M objected to the discussion about the road.

Amy Shepherd, 17 Sprucewood Drive, said this was nothing personal toward Anthony M. They all own property up there and are concerned about what happens to the rest of the properties.

Douglas Holland, Comins Lane, feels that stating that someone cannot sell off a lot from remaining land after 15 years is wrong and he has spoken to his attorney about it. He has stressed at the Selectmen and Planning Board meetings that Charles G has a conflict of interest in this matter. Mr. Holland referenced the letter from Charles G to the Board of Appeals which the Board has. Mr. Gilbert has to keep the same position that he took on this case in previous court proceedings. Douglas H pointed out to the Board that Robert Huber is their legal advisor and Charles G is here to provide information. Douglas H asked that the letter of October 5, 2016 from Charles G to Venice Bard referring to the building permit be added as part of the record. He believes that Michael Shepherd also has a conflict of interest because he wanted to buy the land. He stated that there is a recording that will prove who made Russell S speak to the CEO to rescind the building permit. Mr. Holland continued that if he were told he could not sell a lot off his land he would bring in his lawyer and fight it and that this current issue could snowball into something much larger. Robert Dorr said this was irrelevant.

Frank Arisimeek, 1306 Main Road, is a developer and has developed a lot of land in Eddington. He has many times had remaining land that he has waited five years to do what he wanted with it and sold off lots. He disagrees with Charles G. Tim Higgins asked Frank A if he could remember a circumstance where he sold a remaining piece of land and then that piece was further subdivided. Frank would have to look at his records. He thinks it has, but he can go look and get back to him. Charles G had said earlier in the meeting that this has happened in some small towns, but it does not mean it is right.

Pam Dorr, 63 Grandview Drive, thinks they need to decide if Anthony M did right or wrong and whether he should be able to subdivide according to the laws.

Cindy McDonald, during her research asked Russell S and Charles N if, since the 2012 Subdivision Ordinance was approved, there had been any other remaining land on private roads, in subdivisions that had been built on and Charles N said yes that it was his understanding of the ordinances. Cindy M reviewed the Building Permits since 2012 and there have been permits issued on private roads that were not built up to town specs. The McDonald lot, off Chemo Pond Road, was sold and a building permit was issued in February on the remaining land and it has a dirt road. If from this moment on the Town changes its position that everyone has to go to the Planning Board to sell a 2 acre lot or to pave a driveway on a private road this could set a precedence. The second part of the Bill of Rights of the Constitution is land. The new Appeals Board cautions on infringing on personal rights.

Motion to take a 15 minute recess.

By Jeff Thurlow/Tim Higgins 2<sup>nd</sup>. Vote 4-0

Russell will make copies of the exhibits for the Board.

Roger H cautioned the Board to not talk about the case during the recess.

Jeff T reconvened the meeting. Roger H asked if there was any objection to the 15 exhibits being included in the record? Cindy M asked if they were recorded mylars or preliminary mylars. Roger H said they were all signed copies. He asked if she had reason to believe that they were not the same as the mylar? She said that she does because she only found two recorded at the Registry. Douglas H explained that Frank Pawlencio had not released lot 10 through Bangor Savings Bank so when they were informed of this, a new plan was done showing the correction. Cindy would like it put on record that she had two video recordings, one when Anthony M went to the Selectmen and one when he went to the Planning Board. She also has recordings of meeting with herself, the builder, Charles N and Russell S and also when she met with Russell before this meeting asking for the Town's position. Roger H explained that if they are not submitted they are not part of the record. He asked what the relevance of them would be on this issue and she said because the statements have changed. Jeff T did not feel they were relevant also because they will be reviewing the law, not what people said. Mr. Huber said the Boards task is to determine whether the CEO's decision to rescind the building permit was contrary to specific provisions of the Ordinance and also State Subdivision Law.

Motion to close the Public Hearing.

**By Timothy Higgins/Pat Wilking 2<sup>nd</sup>. Vote 4-0**

Roger H agreed with Mr. Gilbert that this is a somewhat unsettled area of the law. He understands Mr. Gilbert's position. His preliminary opinion is in favor of the fact that the lot can be divided after 5 years without Planning Board approval. He can recess for a week and do more research if the Board would like.

Tim H asked why Charles N rescinded the permit. He did so after learning of Charles G's legal position.

Motion that we recess for ten days, or date certain.

**By Tim Higgins/Pat Wilking 2<sup>nd</sup>. Vote 4-0**

Roger H said they have heard both sides and can make a decision that one side convinced them that the decision by the CEO was or was not clearly contrary to the Ordinance. This case is not a settled area. Roger H cautioned against making a decision because of the availability of another option, like seeking Planning Board approval.

Motion that we recess so Mr. Huber can research it and come back with more information for them.

**By Tim Higgins/Pat Wilking 2<sup>nd</sup>. Vote 4-0**

Gary Poisson asked if it mattered that it looks like the intent of the developer was a slow incremental development and this is the last piece in that process? Mr. Huber said it would be different if the notes said "Retaining land, the Eddington Planning Board retains jurisdiction over the development of this land."

Cindy M, point of order, thinks it is important now for Anthony M to put into the record the statements of Charles N. Roger H and Jeff T agreed the Public Hearing is closed for everyone and it is too late to add any more exhibits. Roger H also clarified that when the Board reconvenes, the public is welcomed to attend, but it will be just the Board speaking during the meeting, unless the Board reopens the Public Hearing.

**NEXT MEETING:** The next meeting will be Tuesday, November 29, 2016 at 6:00 pm.

**ADJOURNMENT:** Motion to adjourn at 9:12 pm.

**By Gary Poisson/Tim Higgins 2<sup>nd</sup>. Vote 4-0**

Respectfully Submitted,

Denise M. Knowles

Cindy McDonald, Chair \_\_\_\_\_  
Jeff Thurlow, Vice-Chair Jeff Thurlow  
Tim Higgins Tim Higgins  
Gary Poisson \_\_\_\_\_  
Pat Wilking Patricia D. Wilking

**IMPORTANT NOTE: These Minutes are a general reflection of the discussion that transpired at the Board of Appeals Meeting held November 17, 2016. While every effort has been made to ensure the accuracy of these Minutes, these Minutes are not part of the decision or the official record of the appeal filed by Anthony J. Melanson. The transcripts of the hearing and deliberations, the exhibits submitted at the hearing, and the written decision of the Board of Appeals issued on November 29, 2016 constitute the official record. The official record shall control in the event of any inconsistencies between these Minutes and the official record.**