

## City of Rochester, New Hampshire

Department of Building, Zoning and Licensing Services  
31 Wakefield Street • Rochester, NH 03867  
(603) 332-3508 • Fax (603) 509-1912

### APPLICATION FOR A VARIANCE

TO: BOARD OF ADJUSTMENT  
CITY OF ROCHESTER

DO NOT WRITE IN THIS SPACE

CASE NO. 2014-21

DATE FILED 11-18-14

[Signature]  
ZONING BOARD CLERK

Phone No 603-330-3533

Name of applicant David & Lori Smart

Address 113 McKeagney Rd, Milton NH 03857

Owner of property concerned Gary S. Connelly  
(If the same as applicant, write "same")

Address PO Box 51, Alton Bay, NH 03810-0051  
(If the same as applicant, write "same")

Location 16 Whitehall Rd, Rochester, NH 03867

Map No. 126

Lot No. 15

Zone HS

Description of property Single family home and office totalling approx. 2700 sq feet.

Proposed use or existing use affected Current Zoning is HS

The undersigned hereby requests a variance to the terms of Section 42.18  
Table 18 - B and asked that said terms be waived to permit

Office Professional School, Other

The undersigned alleges that the following circumstances exist which prevent the proper enjoyment of his land under the strict terms of the Zoning Ordinance and thus constitute grounds for a variance.

Signed

[Signature]  
(Applicant)

PLAT 126A APP. 10/1/14

126-15

2014-21

CRITERIA FOR VARIANCE

Case # 2014-21

Date: 11-18-14

A Variance is requested by David & Lori Smart

from Section 42.18 Table 18B Subsection \_\_\_\_\_

of the Zoning Ordinance to permit: Office Professional/School, Other

at 16 Whitehall Rd Rochester Map 126 Lot 15 Zone HS  
NH

Facts supporting this request:

1) The proposed use would not diminish surrounding property values because:

See attached

2) Granting the variance is not contrary to the public interest because: The property use will  
not change the area

3.) Denial of the variance would result in unnecessary hardship to the owner because of the following special circumstances of the property: \_\_\_\_\_

4.) Granting the variance would do substantial justice because: \_\_\_\_\_

5.) The use is not contrary to the spirit of the ordinance because: \_\_\_\_\_

Name David Smart

Date: 11-18-14

To: City of Rochester, Department of Zoning and Licensing Services

RE: Request for Variance from HS to Professional Office/Other School

Property Location: 16 Whitehall Road, Rochester, NH

Applicant: David and Lori Smart – 113 Mckeagney Road, Milton, NH 03851

1. The proposed use is a small training center and professional office (zoning: school, other / Office, professional. The proposed use will not change the appearance of the property from the outside looking in. The purchase by business owners will promote up keep and good maintenance of the property. Proposed use will be less traffic than a medical facility. Proposed use will not increase noise, pollution, or traffic from current permitted use within the HS zone.
2. The proposed use is not contrary to public interest as the property use will not affect the outside looking in, will keep the property maintained and not devalue abutting properties, will create less traffic than traditional HS zoning use (ie..medical offices create ongoing traffic with patients coming and going all day).
3. The property meets the company's business growth strategy which is to purchase a property within a government certified hubzone location, which will help increase government business while promoting hiring of local citizens. Due to lack of properties in the area that meet hubzone certification and that are within our financial and space requirements, the absence of approved variance will negatively affect our business. SmartATI has worked for over 7 years to be qualified to meet hubzone requirements, coupled with the location the variance will grant us ability to finally meet the goal and the variance will help promote local hiring due to hubzone requirements of the business. Lack of variance will create an unnecessary hardship to the business as substantial investment has been made to qualify for hubzone. The lack of hubzone certification will result in decreased contract opportunities.
4. Granting variance will do substantial justice to the property owners allowing their business to be granted hubzone certification which is unique to this property, and just as unique to the business, there are very few businesses that would benefit from this certification or that would meet the hubzone requirements even if they moved to the zone. Justice will be granted to the local community giving local residents opportunity for jobs due to hubzone hiring requirements. It will allow us to hire more people from the hubzone location and put them to work at government facilities all over New England. Wages at government bases are dictated by the location, so the pay rates are in line with union wages. Our goal is to increase employment for local hubzone residents which will do the community substantial justice.
5. The HS zoning is designed for medical offices. The proposed zoning will keep the spirit of the current zoning. HS allows for training centers related to medical facilities. Our small training center focuses on serving people with disabilities and would not impose further traffic or noise than the current approved use. The appearance will not change from the outside looking in. The spirit of the current zoning fits with the proposed to serve clients with ongoing medical

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issues such as blindness, low vision, and mobility impaired. In addition, the variance will help promote growth and stability of local business and increased local jobs.

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2014-21

# SmartATI

Access . Training . Integration

November 18, 2014

Planning & Development Department  
City Hall - Second Floor  
31 Wakefield Street  
Rochester, NH 03867

RE: Request for Variance – 16 Whitehall Road, Rochester, NH Map 126 Lot 15 Zone Hospital

**Smart Assistive Technologies, LLC** (dba SmartATI) of **35 Industrial Way, Rochester, NH 03867** is pleased to present this request for variance to the City of Rochester, Planning and Development Department. The current owner of the property is Gary Connelly, we have a purchase and sales agreement contingent on approval for variance to use as a professional office (please see attached P&S and extension granted waiting for variance decision).

It is our intent to occupy 16 Whitehall Road, Rochester, NH Map 126 Lot 15 Zone HS. This property was previously used as a residence and dentist office. We respectfully ask your consideration to allow for Office, Professional/ School, Other use for this property totaling approximately 2700 square feet.

The proposed use of the property is for residential (as currently zoned) and for office, Professional/School, other to conduct our current business under Smart Assistive Technologies, LLC (dba SmartATI & ATI Computer Training). There is ample off street parking for employees (6 employees will work at this site, which includes the owners). The current parking lot holds approximately 13 spaces, in addition to the separate parking space for the residence for 2 vehicles. The proposed use will not change the look of the property from the outside in, it will not cause any additional traffic, or noise than the current zoning as a medical office or facility. Walk in customers are verify few, we usually have no more than 3 customers on site at one time. Walk-in business is not consistent due to services provided off-site at the customer's location.

Smart Assistive Technologies, LLC (dba SmartATI) is a local company which has resided in the city of Rochester since 2005. We have leased office space at the Ten Rod Road Industrial Park for over 7 years, and prior to that we were located above Citizen's Bank on Main Street. Since 1996, SmartATI has specialized in delivering assistive technology services for people with disabilities and general computer training. Services for the disabled include; ergonomic assessments, assistive technology evaluations, and training on specialized software for the blind, visually impaired and mobility impaired to increase access to computers and electronic technology. Our services help people with disabilities to use technology for work, education and independent living. In addition to our assistive technology services, we provide general computer training to enable people of all abilities to further understand and utilize technology for greater access to employment and job promotion. Our training center "ATI Computer Training" is licensed by the NH Department of Education. Please note that all training facilities, no matter how small, must be licensed by the NH DOE, whether you deliver training onsite, offsite, or you sell computer training courses people can take from home. Most of our training is in fact, online or remote access training where the individual takes the course at their location.

In 2005, we expanded our services to federal agencies and deliver assistive technology services for the US Environmental Protection Agency and the US Immigration Services. Assistive Technology services for federal government are delivered on-line through a remote training/evaluation system and at their site. We do assist some walk-in customers from the NH Vocational Rehabilitation offices, and local businesses on a limited basis.

In addition to Information Technology Services, SmartATI's second division is General Contracting in which we manage prime government contracts for work conducted off site at government installations in the Northeast Region from NH

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ME, VT, MA, and NY. The corporate office will also be housed at this location, which only requires office space with no walk in business. Due to the fact that we perform some incidental training, we are considered a "school" for that portion of our business. Due to the current zoning definitions, we request for variance to include both Office, Professional and School, other allowance, so that we can continue our business continuity.

SmartATI is a small business with a unique niche' market. Through the years we have developed technology and skills to manage federal contracts and have positioned the company to continue to grow in this market sector. The proposed location has been recently certified as a "hubzone" designated by the United States Small Business Administration in Washington, DC. The hubzone can provide an additional contracting vehicle to companies that are already uniquely positioned with the expertise to manage government contracts. SmartATI has been seeking an appropriate location within a hubzone for several years. This location fits our unique needs and our company fits the very strict requirements for hubzone certification. Part of our hubzone certification will be to hire workers who live in the hubzone, which will open up expanded employment opportunities for local residents as we continue to grow.

Our proposed use will actually be less intrusive to the neighboring abutters than the current zoning as a medical facility. Medical offices create more traffic with customers coming and going all day. SmartATI has very limited walk in customers, which will be much less traffic flow in and out of our parking area. Employees will come in at 8:00 AM and leave at 4:30 PM, Monday through Friday. Customers are pre-scheduled by appointment only. At this time, we only have customers approximately few times per week. We typically would not have more than 3 customers at our training facility at a time on a "good day". Walk-in customers are augmented by services that are performed off-site at the customer's locations or via distance training.

Sincerely,

Lori and David Smart (Property Purchasers)  
113 Mckeagney Road  
Milton, NH 03851  
(603)330-3533 – Office  
[Lori@SmartATI.com](mailto:Lori@SmartATI.com)

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## 16 WHITEHALL RD

**Print Date:** 11/21/2014  
**Image Date:** 11/30/2012  
**Level:** Neighborhood



RESIDENTIAL BROKERAGE

# **Extension of Dates for Execution / Contingencies / Performance** **Addendum to Offer / Contract to Purchase / Purchase and Sale Agreement**

In reference to the Offer / Contract to Purchase / Purchase and Sale Agreement ("Agreement") between

SELLER(S): Gary S. Connelly and

BUYER(S): Lori & David Smart, and/or assigns

dated November 3, 2014 and concerning the real Property known as and numbered:

16 Whitehall Rd., Rochester, NH 03867

the undersigned Seller(s) and Buyer(s) hereby agree to the following:

## **I. EXTENSION OF EXECUTION DATE**

To extend the time for execution of \_\_\_\_\_ to and including \_\_\_\_: \_\_\_\_ ☐ AM ☐ PM \_\_\_\_\_ (date).

## **II. EXTENSION OF FINANCING CONTINGENCY DATE**

To extend the date and time specified in the FINANCING contingency of said Agreement to and including \_\_\_\_\_

The following provision shall apply if, and only if, the Buyer(s) has (have) initiated here.

\_\_\_\_\_ [ Buyer(s) initials, if applicable ]

In the event that the Seller(s) refuse(s) to grant such extension as requested by Buyer(s) on or before the financing contingency date, then this request for an extension shall also constitute notice to the Seller(s) that Buyer(s) is (are) hereby exercising Buyer's(s') right to terminate the Agreement pursuant to the terms of Buyer's(s') financing contingency; and, further, to notify Seller(s) that Buyer(s) hereby request(s) the return of Buyer's(s') earnest money deposit.

NOTE: Before initialing above, Buyer(s) should confirm that the Agreement gives the Buyer(s) this right and that the Buyer(s) desire(s) to exercise this right.

## **III. EXTENSION OF CONTINGENCIES OTHER THAN THE FINANCING CONTINGENCY**

To extend the date and time specified in the VOUse/Appral contingency of said Agreement to and including 6: \_\_\_\_ ☐ AM ☒ PM on December 15, 2014 (date).

## **IV. EXTENSION FOR PERFORMANCE**

To extend the time for performance of said Agreement to and including 5: \_\_\_\_ ☐ AM ☒ PM December 24, 2014 (date).

## **V. OTHER TERMS AND CONDITIONS**

The parties hereto agree that all other terms and conditions of the Agreement not addressed herein are to remain the same, unaltered and in full force and effect.

This Addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned Offer / Contract to Purchase / Purchase and Sale Agreement.

Seller Gary S. Connelly

Buyer Lori & David Smart

Seller

Buyer and/or assigns

Date

November 12, 2014  
Date



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Coldwell Banker - Portsmouth, 25 Maplewood Ave Portsmouth, NH 03801-4507  
Phone: (603)617-1101

Fax: (603)431-2140 Ralph Pope

Produced with sigForm® by sigLogic 18070 Fifteen Mile Road, Fraser, Michigan 48028 [www.siglogic.com](http://www.siglogic.com)

Smart

126-15  
2014-21

# ABUTTER LIST

City of Rochester, NH  
Please Print or Type

Applicant: David & Lori Smart Phone 330-3533

Project Address: 16 Whitehall Rd, Rochester NH 03867

List the names and addresses of all parties below. For abutting lot owners, list each owner whose lot adjoins or is directly across the street or a body of water from the subject property. This form may not be completed more than five (5) days prior to submitting the application.

## LEGAL OWNER OF SUBJECT LOT

Map	Lot	Zone	Owner Name	Mailing Address
126	15	HS	Gary Connelly	

## ABUTTING LOT OWNERS

Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
		See City list next page	

PROFESSIONALS AND EASEMENT HOLDERS. Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES

Name of Professional or Easement Holder	Mailing Address

I, the undersigned, acknowledge that it is the responsibility of the applicant or his/her agent to fill out this form. I understand that any error or omission could affect the validity of any approval. The names and address listed on this form were obtained from the City of Rochester Assessing Office computer - Assess Pro (located in the Revenue Bldg at 19 Wakefield Street)

On this date: 11-18-14 This is page 1 of 1 pages.

Applicant or Agent: [Signature]

Planning Staff Verification: [Signature]

Date: 11-18-14



## O' Abutters List Report

Rochester, NH  
November 10, 2014

### Subject Property:

Parcel Number: 0126-0015-0000  
CAMA Number: 0126-0015-0000  
Property Address: 16 WHITEHALL RD

*self*  
Mailing Address: CONNELLY GARY S  
P O BOX 51  
ALTON BAY, NH 03810-0051

### Abutters:

Parcel Number: 0119-0124-0000  
CAMA Number: 0119-0124-0000  
Property Address: 17 FRANKLIN ST

Mailing Address: ~~ROCHESTER CEMETARY ASSOCIATION~~  
~~168 NO MAIN ST SUITE TWO~~  
~~ROCHESTER, NH 03867-1219~~

Parcel Number: 0126-0014-0000  
CAMA Number: 0126-0014-0000  
Property Address: 12 WHITEHALL RD

Mailing Address: OBRIEN SEAN  
12 WHITEHALL RD  
ROCHESTER, NH 03867

Parcel Number: 0126-0016-0000  
CAMA Number: 0126-0016-0000  
Property Address: 18 WHITEHALL RD

Mailing Address: SAYWARD PAUL C & LORRAINE T  
18 WHITEHALL RD  
ROCHESTER, NH 03867-3225

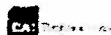
Parcel Number: 0126-0019-0000  
CAMA Number: 0126-0019-0000  
Property Address: 30 WHITEHALL RD

Mailing Address: ~~FRISBIE FOUNDATION~~  
~~11 WHITEHALL RD~~  
~~ROCHESTER, NH 03867-3297~~

Parcel Number: 0126-0052-0000  
CAMA Number: 0126-0052-0000  
Property Address: 13 WHITEHALL RD

Mailing Address: FRISBIE MEMORIAL HOSPITAL INC  
11 WHITEHALL ROAD  
ROCHESTER, NH 03867-3297

$5 \times 3.78 = 18.90$   
 $175.00$   
 $193.90$



www.cai-tech.com

11/10/2014

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Abutters List Report - Rochester, NH

*[Signature]* 126-15  
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