

[Town of Bartlett Board of Selectmen v. Town of Bartlett Zoning Board of Adjustment](#) Argued:
February 13, 2013 Opinion Issued: April 12, 2013

This case involves an addition to a sign and the meaning of the word "premises."

The Selectmen approved a sign advertising the "The Suites at Attitash Mountain Village" on Rt. 302 at the westerly entrance to the resort for River Run who maintains vacation ownership units at Attitash Mountain Village. Some time later an additional, smaller sign was attached to the bottom directing people to the registration office. The Selectmen objected to this additional sign and River Run applied for a permit for the addition. The Selectmen denied the permit pursuant to Article XVI, Section A-10 of the ordinance, which prohibits the erection of an outdoor sign "on any premises other than on the premises where the activity to which the sign pertains is located," and Section D, which prohibits off-premise signs "in all districts except as provided elsewhere in [the] Ordinance." River Run appealed to the ZBA arguing that the sign was "a directory sign" under Article XVI, Section H.4 of the ordinance, the ZBA agreed and the Selectmen then filed a motion for rehearing. The motion was denied and the Selectmen then appealed to the superior court.

The court upheld the ZBA's decision ruling that the sign was not an off-premises sign. The Selectmen then appealed to the supreme court arguing that the trial court exceeded its jurisdiction by considering an issue not raised in the motion for rehearing and erred by: (1) construing the term "premises" in the ordinance to mean a unified vacation resort complex located on multiple tax lots; and (2) failing to find that the sign is an "off-premise" sign not subject to exemption.

The supreme court held that the question of whether this was an "off-premises" sign or not was properly before the court since the Selectmen themselves raised the issue in the motion for rehearing and that River Run raised the issue in its objection to the motion. Further, the court ruled that the ZBA was correct in its interpretation of the word "premises" relying on the plain and ordinary usage of the word since it was not further defined by the ordinance concluding that "*the word 'premises' in this case includes the buildings and grounds associated with the place of business of Attitash Mountain Village – namely, vacation ownership units, including its registration office – regardless of whether the buildings and grounds are located on separate lots.*"

The lesson: choose your words carefully. "*Had it been the intent of the drafters of the ordinance to interpret the word 'premises' as a single lot of land, they could have done so by using the word 'lot.'*" Make sure the words clearly reflect the intent and fulfill the purpose of the ordinance and provide clear definitions where there might be confusion or ambiguity.

Chris.