

**Hooksett Conservation Commission
Meeting Minutes
July 10, 2013**

Call Meeting to Order: 6:00pm

Attendance: Cindy Robertson – Vice Chair, Jocarol Woodburn – Member excused, John Turbyne – Alt-member, Phil Fitanides – Member, Jim Walter – Member excused, Todd Lizotte – TC Rep excused, Frank Kotowski – PB Rep, Steve Couture – Chair excused, Dave Hess – Member

Public Input:

Carl Mason – I have been receiving a lot of correspondence from you regarding moving my RV and threatening to trespass on my property as well as speaking about an agreement that I have signed. I would like to a copy of the agreement that you say I signed because I do not recollect doing so. I refused to sign the agreement and I want to see it with my signature.

David Hess - No one ever said they were going to cross your property; no one ever said you signed the agreement, and this agreement that you are speaking of was after your attorney emailed me on 12/26 that you had agreed the town's proposal with your requests. I drafted a proposed agreement following your attorney's statement that you were in agreement and we incorporated everything that he had proposed. I then sent it to Attorney Germaine along with three copies. I then found that you had secretly put your wife's name on some of the properties that we had been in agreement about without you even telling your attorney.

We have spent over \$8,000 in legal fee and survey costs in the understanding that we were all in agreement with the terms that your attorney on your behalf and I had agreed upon. I traveled down to your attorney's office in May and he said everything was fine and he said he would get back to me. When we went before the town council on May 22, 2013 to secure the agreement pursuant to what you had agreed to per your attorney. After that once again the terms were changed per you. I then sent an email to your attorney after the conservation commission voted to unanimously approve the agreement from Feb. I re-enforced that we were moving forward with that agreement.

Attorney Germaine told me last Wednesday that you were fine with everything except for the dock is that true?

Carl Mason – I want an easement to erect, maintain, repair, a temporary dock for my wife and my heirs to be included. And I want the clause taken out that it is only good until I die.

David Hess – Why is your attorney not here?

Carl Mason – I feel if I cannot do it myself then he shouldn't be here.

David Hess – I want to know what you want. Here is the survey we spent \$5, 000 on, here is your property on the river. The deal that has been in place 66ft wide and you entire a trail easement over the entire area. You agreed to provide us with a quit claim deed for the in exchange for the town granting you an easement. All of this is ok with you and the only issue is the dock that you would like yourself, your wife and your heirs to hold an easement for and you also agree the dock has to be off of the right of way when not in use.

Mr. Mason you have to make sure they this is safe and secure and you have to make sure that you are insured to and that people will think that this town

If dock is allowed your will take full responsible if someone not allowed gets injured and that you will be fully insured.

Frank Kotowski - Are you willing to accept this Mr. Mason as it has been laid out?

Mr. Mason – All I want is an easement that will have me, my wife and my heirs on it.

Non-public under RSA 91-A: 3, II d, e

Dave Hess motioned to enter into non-public session under RSA 91-A: 3, II d, e Phil Fitandes seconded by voted unanimously

Dave Hess Motioned to exit non-public session John Turbyne seconded by voted unanimously

John Turbyne motioned to delete “and further reserving (to Mr. Mason) a personal license to construct, maintain, repair, and remove a temporary seasonal dock no larger than 24 feet long by 4 feet wide within the surface easement herein reserved to Carlisle B. and Judith F. Mason;” and change it to “and further reserving to Mr. Mason, Judith F. Mason and their heirs and lineal descendants, or to their heirs and assigns an easement to erect, maintain, repair, and remove a temporary seasonal dock no larger than 24 feet long by 4 feet wide (to be in place in the Merrimack River for no more than six months a year) within the surface easement herein reserved to Carlisle B and Judith F. Mason at the location so specified in the Boundary Line Agreement Plan prepared for the Town of Hooksett and Carlisle B. and Judith F. Mason by McEneaney Survey Associates, Inc. dated April 22, 2013 to be recorded in the Merrimack County Registry of Deeds, upon the condition that the holders of the easement shall: (1) be solely and exclusively responsible for securing said dock so as to prevent any unauthorized use thereof by any person, and (2) be solely and exclusively responsible for any personal injury or property damage arising out of the presence and/or use of said dock.” Seconded by David Hess voted unanimously.

David Hess motion to pay the invoice from Hall Morse Anderson & Spinella in the amount of \$621.92 out of the current use fund seconded by John Turbyne. Voted unanimously

Adjournment – David Hess motioned to adjourn meeting at 6:30pm John Turbyne seconded voted unanimously