

Selectmen's Meeting  
9 December 1997  
7:00pm

The regularly scheduled Selectmen's meeting was called to order by the Chair, Dick Wollmar, at 7:00pm. Those present included Allen Hines, George Lagassa (Selectmen), and Russell McAllister (Town Administrator).

The Selectmen reviewed the previous meeting minutes and Mr. Lagassa voted to accept the minutes as published. Mr. Hines seconded the motion. The vote was unanimous and so moved.

The selectmen reviewed correspondence and/or signed:

- Payroll
- Manifest
- Authorization to Reappoint Fire Wardens and Deputy Wardens
- Appointment of Chris LeClaire (Deputy Fire Chief) Local Emergency Planning Committee Chair
- Water Commissioners Meeting on December 12<sup>th</sup> at 7:00pm in the Town Hall.

### **Topics of Discussion**

The Town Administrator briefed the Board on the subject of a late payment penalty assessed by the Coakley Closure fund. The amount of the penalty was \$3,385.70 and entailed lost interest earnings (assessed at 4.6%-4.9% per month on an approximate total of \$238,000) to the closure fund because of North Hampton's late payment. Mr. McAllister explained that to the best of his understanding the closure payments were received by the Town from the State's SRF (State Revolving Fund) and then mailed to Fleet Bank. However, prior to the Town receiving the State SRF money Fleet Bank sold the Coakley Closure account to State Street Bank in Boston. Because the Town received no notification of the account transfer from either bank, the SRF money forwarded to the Town was unable to be transferred to the proper account at the correct bank. Therefore, the money stayed in the Town's General Fund earning approximately 6% interest during the time it took to clear up the miscommunication. Mr. Lagassa asked how the miscommunication arose and whether there was a paper trail indicating where the miscommunication began. Mr. Wollmar explained that the process was complicated, but that there was a small net gain to the Town because of the spread between interest rates so that there was no adverse financial cost to the Town in regards to this particular transaction.

Mr. Wollmar took-up the next order of business by briefing the Board on the historical particulars of a conservation easement being offered to the Town by Joseph Fitzgerald. Mr. Wollmar described the easement as consisting of fifty (50) acres of productive forestland. The property being donated was already in current use. Mr. Wollmar emphasized the importance of preserving open space through conservation easements. Open land, it was explained, did not utilize schools nor town services. It was also pointed out that Selectmen are duly authorized to accept gifts of land and easements on behalf of the Town. Mr. Wollmar made the motion to accept the conservation easement of fifty acres by Mr. Fitzgerald. Mr. Hines seconded the motion. All were in favor and the motion was so moved.

The Board next considered a gift of land from Ken Adams of +- 1.2 acres and another gift of land from Bertha & Frank Wolfsen of +- 4 acres. It was noted that gifts of land were located near Interstate 95 and that construction of the highway had affected land conditions along the interstate 95 corridor. The parcels of land being donated to the Town were classified as wetland, but prior to construction of the interstate the land was not classified as wetlands. Mr. Wollmar recommended acceptance of the gifts. Mr. Hines made the motion to accept the gifts of land from Ken Adams and Bertha & Frank Wolfsen. Mr. Lagassa seconded the motion. All were in favor and the motion was so moved.

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Mr. Hines addressed the Board concerning dedication and renaming of the police department conference room in memory of the late Mary B. Herbert. Mr. Hines related the story of a conversation he had with Delores Chase regarding the idea of the dedication of the PD conference room to honor the many contributions Ms. Herbert made on behalf of the Town of North Hampton. Mr. Lagassa spoke in favor of the dedication, as did Mr. Wollmar. Mr. Hines made the motion to dedicate the conference room by renaming it the Mary B. Herbert Conference Room. Mr. Wollmar seconded the motion. All were in favor and the motion was so moved.

The next order of business addressed by the Board concerned review of a draft warrant authorizing the Selectmen to lease Town-owned land as outlined below.

“Are you in favor of the adoption of an article, under RSA 39:2 that would authorize the Board of Selectmen of the Town of North Hampton to negotiate and execute long term lease agreements on Town-owned property for the specific use of a private company to construct Wireless telecommunications facilities in accordance with Section 415 (Wireless Telecommunications Facilities) of the North Hampton Zoning Ordinance?”

*Hmmm.....Mr. Wollmar, perched upon a bruised looking and dung-spattered two-legged milkin' stool, drew a long contemplative breath and then casually discarded a well chewed strand of last year's straw crop. "Huckledebuck" he exhaled, and the strand of straw floated down on the floor in front of those assembled without a sound. Their drawn expressions revealed a curious mixture of surprise and apprehension often worn during these Wollmarian addresses. Mr. Wollmar commenced to expound upon the historical vicissitudes in the development of the current telecommunications zoning and its impact upon the quality of his famous straw crop.....* **Disclaimer.** HUMOROUS COMMENTARY ONLY!! NOT INCLUDED IN ACTUAL MINUTES.

Mr. Wollmar provided the historical perspective of the evolution of the telecommunications ordinance explaining that it was in response to the 1996 Telecommunications reform act. The construction of a telecommunications tower on PSNH land located adjacent to Interstate 95 was highlighted. The potential of creating a revenue stream for the Town from the lease of Town-owned property wherein a telecommunication tower was located was discussed. Mr. Lagassa commented that such towers could be constructed on private land, but that the Town's zoning ordinance provided locations for these facilities to be sited on as a way to benefit all the Town's residents through the revenue generated by the lease agreements. Mr. McAllister commented that the RSA listed in the draft language of the warrant article might be incorrect, and that RSA 41:11-a more specifically addressed the issue of Selectmen entering into long-term lease agreements of Town-owned property. Some discussion ensued regarding the use of language to craft the warrant and whether such language should be either more general or specific in nature, i.e., should the exact lease price, lease terms, and length of lease price be included in the warrant. The concern surrounding the wording stemmed from the time constraints of warrant article submission (January 13, 1998) and whether a lease agreement with all the specifics could be negotiated by the deadline. Mr. Lagassa recommended that the Town Administrator seek an opinion from the Town attorney, John Ryan. The TA agreed to do so.

The Town Administrator brought a constituent request before the board. It concerned a request to have the Town highway crew remove a fallen part of a tree from private property. There was, explained Mr. McAllister, a dispute where the landowner maintained that the tree, the top of which had blown off and fallen on the landowner's front yard, was located near enough to the road as to be on the Town's right-of-way, and was therefore the property and responsibility of the Town. While this was the property owner's contention, Mr. Strout had measured a distance of 35' from the center of the road to the tree. The Town's

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right-of-way extended 25' either side of the road as measured from the center. The Board declined to send the highway crew out to remove the tree reasoning that the tree was not on Town owned property and consequently its removal remained the responsibility of the property owner.

Insurance, as required by the TA's employment contract, was discussed next. The TA briefed the Board concerning the expense with going with NHMA Health Trust as opposed to a private insurance carrier. The private insurance carrier was approximately \$400 less expensive. The Board directed the TA to pursue the less expensive option.

The Board opened the meeting up to public questions and comments. A question concerning the deed language "for consideration paid" in the donation of a conservation easement to the Town was raised. The TA agreed to look into the use of the language.

There being no further business to come before the Board the meeting adjourned at 8:25pm.

Respectfully,

Russell McAllister  
Town Administrator