

**MINUTES OF HAVERHILL SELECTBOARD REGULAR MEETING**  
**Tuesday, May 31, 2016**  
**Draft Subject to Review, Correction and Approval at Following Meeting**

**Board Members Present:** Wayne Fortier, Tom Friel, Darwin Clogston, Mike Bonanno and Chris Luurtsema

**Interim Town Manager:** Jo Lacaillade

**Administrative Assistant/Finance Officer:** Jo Lacaillade

**Selectboard Clerk:** Karen Hyde

**Members of the Public Present:** Mike Roberts, Dick Guy, Doug Henson, Mark Goodrich, Dennis Cunningham, Carol Niewola, Officer Camden Elliott, Ralph Wright, Jon Hobbs, Carl Blaisdell, Road Agent Stuart McDanolds and Ed Ballam – JO

**Call Meeting to Order:**

Chairman Fortier called the meeting to order at 6:00 pm.

**Pledge of Allegiance**

Mike Bonanno asked for a moment of silence for Memorial Day. Chairman Fortier stated that it would be a moment of silence for all of those veterans lost in any war. There was a moment of silence and Chairman Fortier thanked Mr. Bonanno at the end.

**Agenda Approval (additions/deletions completed by Board consent):** Mike Bonanno made a motion to accept the agenda; seconded by Tom Friel and carried unanimously.

**Approval of Consent Agenda:** Mike Bonanno made a motion to accept the consent agenda; seconded by Tom Friel and carried unanimously.

**Scheduled Public Appearance(s):**

- **Jon Hobbs-Appointment of Deputy Town Treasurer:** Mr. Hobbs would like to appoint Mr. Frank Stiegler as Deputy Town Treasurer. Tom Friel made the motion to appoint Mr. Frank Stiegler as Deputy Town Treasurer; seconded by Chris Luurtsema and all approved. Mr. Stiegler would come in and be sworn in by the Town Clerk.
- **Airport Commission-FAA Assurances:** Dick Guy commented that Mark Goodrich of Dubois & King has been working with the Airport Commission for 6 or 7 years. Mr. Goodrich commented that he was at the meeting of May 2, 2016. At that time, questions came up regarding the grant assurances and concerns of the Selectboard as to whether or not there was significant number of encumbrances. He brought with him Carol Niewola from the NH DOT. New Hampshire is a block grant state and all FAA grants are funneled through Carol at the NH DOT. Chairman Fortier commented that in the past, the Board has accepted two grants and those were grants not for construction, but for study. Mark stated that those are planning grants and these assurances still apply. The Airport is looking to install a rotating beacon and that does have a twenty-year life with it so it is a construction project. Chairman Fortier commented that these assurances don't necessarily apply to a planning grant and Mr. Goodrich stated that there are a certain number of them that do apply to a planning grant. The biggest concern in the beacon grant is that the Town agrees to maintain the equipment for twenty (20) years. Mr. Goodrich commented that before moving ahead with a public hearing where they invite the public to discuss a rotating beacon, they wanted to make sure that the Selectboard, which has the authority to tell the Commission that it is

okay to sign a grant, before they start alarming people that they are going to put something at the Airport. With the Board's approval at this meeting, they will schedule a Public Hearing. Interim TM Lacaillade commented that they didn't want to go to the next step of doing the public presentation if, indeed, the Board is not going to endorse the assurances. Mike Bonanno asked if there were any liability on the Town with signing the assurances. Mr. Goodrich stated that they agree to maintain the equipment. He went on to say that another assurance is that the Airport will stay open for the next twenty years. If the Airport is closed before then, the Town would have to reimburse at a prorated rate. Tom asked if this was a 100% funded grant. Mr. Goodrich stated that it was 90% funded by the Feds, 5% by the State and 5% by the Town, which would come out of the Airport budget. Chairman Fortier asked what the total cost of the beacon was. Mr. Goodrich stated that it would have to be put out to bid and they would take the lowest bidder as long as they are approved. The cost would be less than \$30,000. Chris asked what the maintenance upkeep was. Mr. Goodrich stated that every three years, they needed to change the bulb. Darwin asked why they needed a beacon. Mr. Goodrich stated that if it's nighttime or inclement weather, a beacon can be seen from twenty miles away. If the Town anticipated upgrading the lighting system at the Airport and wanted to use federal funds, they do mandate a rotating beacon in order to be eligible for Federal funding to update lighting. Darwin asked how many total lights the Airport has and Mr. Goodrich stated that it was less than fifty (50). Dick Guy commented that from the air, those lights don't look like anything. The Airport can't be picked out. Ms. Niewola commented that per FAA regs, if a pilot cannot distinguish the airport environment, they are not allowed to land there. Mike Bonanno asked Dennis Cunningham, Airport Manager, if the beacon would bring business to the Airport. Dennis thought pilots would see the beacon as a plus. Mike then asked Mike Roberts what the advantages were of a beacon. Mike responded that, in his experience, he didn't remember landing on fields that didn't have a beacon. Dick Guy commented that when an airport has a rotating beacon, it is noted in a directory of airports that pilots have access to. If a pilot were planning a trip, the pilot could look and see that North Haverhill doesn't have a beacon and then not land there. If there is a beacon, it may affect the usage a little because people now can see that it is an airport that can be used after dark. Darwin asked where the closest rotating beacon was to Haverhill. He was told that the closest would be Lebanon. Chairman Fortier asked if they had any thoughts of where the beacon would be located. Mr. Goodrich stated that it would be on the east side of the town garage due to the slight rise in elevation. Mike Bonanno made the motion that the Board accepts the assurances; seconded by Chris Luurtsema. Darwin Clogston opposed the motion; the motion passed.

**Public Hearing:** None

Ralph Wright wished to discuss a veteran's tax exemption with the Board. He commented that he had applied for a Veteran's Exemption but he didn't have his discharge papers so therefore, couldn't get the exemption. He has one somewhere, but no one can find it. He has been to the Legion, the VA and the attorney general in Concord and no one seems to have it. Chairman Fortier commented that on a monthly basis, there is a military service officer that goes to the Legion. Mr. Wright stated that he had been to see him and the officer had applied to St. Louis and the reply was that they didn't have it. Interim TM Lacaillade commented that Mr. Wright's concern was that his Veteran's Exemption had been denied by law because they didn't have the documentation. There was some additional paperwork that Mr. Wright had to send in and Chairman Fortier commented that the Board couldn't do anything until they get an answer from them. Mr. Wright then commented that he was told that it was too late for this year, but it would be good for any future years. Chairman Fortier asked if Mr. Wright had checked with the American Legion and the VFW to see if they had any paperwork on file and Mr. Wright said "definitely". He said that he hadn't checked with the VFW.

Mr. Wright also commented that he had received a cease-and-desist from Mountain Lakes on cutting on his property. Mountain Lakes said that he didn't apply for a cutting permit, but he did. Chairman Fortier stated that that had nothing to do with the Town. Mr. Wright asked "who runs the place; don't the Selectmen have any control over them"? Chairman Fortier stated not in a Precinct. Interim TM Lacaillade stated that the Town had issued Mr. Wright a State-required Intent to Cut and anything beyond that, is his dealings with Mountain Lakes. Mr. Wright said that he did file with Mountain

Lakes, but didn't receive a response. After mud season this year, he proceeded to cut. Mike Bonanno commented that the Mountain Lakes Commissioners meet the second Monday of June and that would be something for Mr. Wright to take up with them. Mr. Wright stated that it wouldn't do him any good because he has already moved out. Mike Bonanno commented that he believed that Mountain Lakes' cutting regulations were on their website and Mr. Wright stated that he didn't have a computer. Chairman Fortier stated that if Mr. Wright wanted some answers as to "why", he should attend the Mountain Lakes' meeting. Mr. Wright thought the Selectboard should be more "in tune" to Mountain Lakes. Chairman Fortier stated that they would take that into consideration. Mr. Wright then mentioned that Interim TM Lacaillade told him that the Board couldn't talk with him about a specific issue. Chairman Fortier stated that the Board could not speak with him on that issue. Mr. Wright said that was fine, but he needed someone to talk with him and show him what he has to do. Chairman Fortier stated that it was spelled out in a letter. Mr. Wright responded that all he had received was that he had to have a junk yard and he doesn't have a junk yard and doesn't want a junk yard. He tried to make that clear to the Board from day one. Chairman Fortier stated that the Board couldn't go any further on the discussion and Mr. Wright asked if they couldn't get someone who will go further. Chairman Fortier told him that it could be the Attorney for the court. Chairman Fortier went on to say that the paperwork that they filed was very specific and clear what the alleged violations are and Mr. Wright needed to read that carefully. Mr. Wright stated that he needed someone to come out there and show him exactly what he needed to do. He went on to say that when he and Chairman Fortier talked before the court action began that they had an agreement. Chairman Fortier commented that Mr. Wright had done some things but hadn't done what was requested of him. Mr. Wright had moved some vehicles, but hadn't cleaned up his yard. Mr. Wright said that was where he lived. Chairman Fortier again said that they couldn't go any further. Chairman Fortier went on to say that Mr. Wright needed an attorney to look at the paperwork that he had been served and he or she can advise him better than any Selectboard member as to what can be done. Mr. Wright said that he couldn't afford an attorney and all that is is just another person mixed in. Chairman Fortier stated that they were attorneys that would work pro bono. Mr. Wright said that it wasn't a good situation for anybody. Chairman Fortier stated that he would mail a list of attorneys to Mr. Wright. Mr. Wright made the comment that something was going to be done and it wasn't going to be good. He further commented that he didn't like it and they weren't going to like it either.

**Interim Town Manager's Report:** Interim TM Lacaillade handed out her biweekly report to the Board. Chairman Fortier asked if any of the Board members had questions on the report. Tom asked if the pool repairs would be taken up at the Rec Committee meeting and Interim TM Lacaillade said that they would be.

#### **Pending (Old) Business:**

- **Airport Road Drainage and Deed to Henson:** Interim TM Lacaillade commented that the Board had asked for Sam Clough, former Road Agent and current Road Agent Stuart McDanolds to attend this meeting. Sam Clough was unable to attend, but Mr. Clough and Chairman Fortier had had a discussion. Chairman Fortier commented that he had spoken with Sam on two occasions since the last meeting. Mr. Clough feels very strongly that the drainage, where it currently resides on property owned by the Town, is very necessary. His recommendation is if the Town is going to sell the property that that stipulation be placed in the deed. Road Agent McDanolds commented that maintaining the runoff is crucial. Presently, the Town owns the property and has maintained the runoff. It has worked very well. If they are to change it, the only thing they would do would be to put water on somebody else. He agrees with Sam in that this is an important runoff. Chairman Fortier asked Stuart, if in a heavy rain, does the water go all the way down to the end of where they dug or does it stop somewhere in between. Stuart replied that there was a little bit of a wash on the inlet in and the water does go all the way down into the cistern. Every three years, they have to go in and maintain it so that the sand will be exposed and the water can go into the sand. Stuart is afraid that if they stop maintaining it, it would fill up, jump the bank and wash out something else. It has never overflowed as far as he knows. Tom asked how it is maintained and Stuart responded that the layer of sediment is removed. Tom then asked how they removed the layer of sediment. Stuart replied with a piece of construction equipment and Tom said, in other words, it's dug out. Stuart replied that was correct. Tom stated that current regs on that, which don't apply to this one, is that no digging within 500 feet of a

condemned or closed dump. Stuart commented that he inherited this and was just trying to keep it maintained. Tom is concerned about the potential liability to the Town for digging in that area and water going into the ground where the dump is and going through the dump area into the brook behind the place. He feels it is a potential environmental problem. Chairman Fortier commented that there is no evidence that the water goes over the bank into the brook. Stuart commented that the water goes into the ground. It would also go through the sandier soils and when it hits the water table, it's going to go with the water table and go wherever it goes. Chairman Fortier asked if they actually dig or just clean the silt out that has filtered in there. Stuart responded that, initially, it was a dug ditch on the property. Since then, his instructions for cleaning it out were simply to go in and remove the sediments. Mike Bonanno asked Stuart what it would cost to put a culvert across and into the school's culvert. Stuart replied that the ditch would have to be cleaned all the way to their present culvert. There would have to be a ditch put in to receive the water on that side to get it into the culvert. A ball park figure would be \$3,000-\$5,000. Mike asked Stuart, in his professional opinion, if it was okay where it is and Stuart responded that "it's not broke". Stuart went on to say that if the DES were truly concerned about this there would be a piece of paper here stating the fact that they would have to desist on the property.

Darwin commented that there were two issues here. The first is that the Town sent out a bid packet and he recused himself from that. The Town accepted the bid and it was "kind of a done deal". Where the water goes is another issue because it's got to go somewhere. He may be oversimplifying things but they have a contract with Mr. Henson. Chris asked if they knew how much water was going in there. His concern is that it is a dump site and they don't really know where the water is going. It would seem to make sense to him that they would do anything they can do to steer any excess water away from that site. There was more discussion about using the school's culvert. Stuart didn't know if the answer was dumping more on the school and the Town would end up paying for that. He went on to say that it was an \$1,800 bid on a piece of property that is going to cost him tenfold to fix. Darwin commented "that it was too late". Tom is concerned about the environmental issue with the dump and polluting the area. The DES is happy with the way it's contained and to not disturb it. Both Sam and Stuart have said that they have drainage and to not give it up. Darwin again commented that the Board accepted the bid. Chairman Fortier commented that it is a business deal and no money has been laid on the table yet. He went on to comment that when the bid went out, Mr. Henson knew that the drainage was there. Mr. Henson came to the last meeting and said he didn't want the wording in the deed, but he would make a "gentleman's agreement" but Chairman Fortier is seeing something different now. Mr. Henson commented that he was told they didn't want to do the "gentleman's agreement". Chairman Fortier commented that Mr. Henson made the statement that he wanted a "gentleman's agreement" and Chairman Fortier asked him what assurances the Town had that Mr. Henson would not go back on that and Mr. Henson told them that that could be worked out. Mr. Henson stated that when the opportunity came up to sell the property, he saw it as a way of "cleaning up the issue" if he took over the property and the boundary wouldn't be an issue. Mike Bonanno asked Mr. Henson what he meant by working with the Town. Mr. Henson stated that if in two years down the road there is a problem running the water down the road, then it can be addressed. He commented that the property was put out for bid, he bid on it, got the bid and now the Board was throwing curves at him and he would like to see it resolved. He would like to see the water issue taken care of. If it means leaving it and leaching is going to be a concern, he had a problem with that. Chairman Fortier asked Mr. Henson if there currently was a problem with leaching of the dump. Mr. Henson stated that he didn't say it was a problem, but there is leaching in the spring from the bottom. There was again more discussion about the alternatives and what it would cost the Town to do this. Stuart commented that anything that is done will be a maintenance issue. Stuart commented that the problems could be rectified with easements and a bunch of money. Mike commented that he tended to leave things as they are and, unfortunately, Mr. Henson doesn't want to accept it the way it is, he backs out of his bid. Tom commented that Mr. Henson has another alternative, which is to sue the Town under specific performance. Interim TM Lacaillade commented that the Town's Attorney has been consulted on this matter after the issue was raised and he did not feel that the Town had violated anything by adding that clause. Tom wanted to speak with the Attorney on that issue and a couple of other minor issues on this deed. Mike suggested having the Town's Attorney attend the next meeting so that all of

the Board members heard it. Chairman Fortier asked what the Board's pleasure was and Chris stated that they needed to make a decision; they were just going to keep going round and round. Darwin wanted to know how much material came out of the cistern when it was cleaned out. Stuart commented that the last time it was cleaned out, it was trucked off and there were approximately 4-5 loads of silt that came out of it. Darwin feels that the Board did not act "in good faith" entirely. Chairman Fortier commented that this Board acted too quickly because a boundary hadn't been settled. Darwin stated that it was too late to go back. Stuart commented that the lawyer says it's not too late because they don't feel that the Town did anything wrong because things do come up. Darwin felt that the Board offered a contract and then when it was accepted, the Board decided that they wanted to change it. He continued that even if it's legally right, ethically it's not right. Stuart asked Darwin if it was ethically right for him to be so close to the issue and Darwin commented that he recused himself from the bid process. Interim TM Lacaillade commented that the Board had the option of having the Attorney draw up another deed without that clause in it, which would cause a significant cost on the taxpayers to move the drainage. Mike commented that he had a problem with Mr. Henson willing to go along with the cistern but not wanting it in writing. He feels that the Board should proceed with the agreement the way the Attorney wrote it up and Mr. Henson can sign it or not. Darwin Clogston made a motion to accept the Warranty Deed without the restriction. Chairman Fortier asked Darwin if he felt comfortable making that motion because Chairman Fortier felt there was a conflict of interest because Darwin is a co-owner. Darwin commented that he recused himself from the bid. The motion was withdrawn. Darwin then asked whose name was going on the deed and was told that it was Bonnie and Doug Henson. Chairman Fortier then stated there was no conflict. Mike Bonanno made the motion to present the deed to Mr. Henson as written; seconded by Chairman Fortier. Tom stated that he refused to sign the deed for several reasons. The first issue is that it is a Warranty Deed; it should be a Quit Claim Deed. The second issue is that it says Tax Map 414, Lot 007, Airport Road and underneath it gives a description by a deed. Tax maps are notoriously wrong. There two descriptions of the property and they could be in conflict. Somebody who draws up a contract and creates an ambiguity; the ambiguity is construed against the person who writes it. The Board is writing the deed and there is potential for it to be construed someplace. The serious issue is regarding the easement that is in the deed but wasn't in the bid packet. He refuses to sign the deed until he has a discussion with the Town's Attorney. Chris agreed to sign the deed in order to move things forward. Mike Bonanno called for a vote. There were three (3) yeas and two (2) nays. The motion passed.

#### **Non-Public Session Per RSA 91-A:3(a) -- Personnel Matter**

Mike Bonanno made the motion to come out of regular session and go into non-public session at 8:03 pm; seconded by Chris Luurtsema. The Board was polled and all agreed to go into non-public session.

Mike Bonanno made the motion to come out of non-public session at 8:40 pm; seconded by Chris Luurtsema and all agreed. Public session reconvened at 8:40 pm. No motions made; no action taken, and minutes are to be sealed. All approved.

Mike Bonanno made a motion to approve the employment contract for Ms. Lacaillade to become the new Town Manager; seconded by Chris Luurtsema. Darwin stated that Jo certainly got his vote and his support as Town Manager. He had a few issues with some of the contract. The first issue is the three-year duration of the contract, which he feels is too long. The second issue is the amount of the salary. He will certainly sign the contract, but he has issues with those two parts of the contract. Chris also had issues with the salary range of the contract. They had negotiated a salary range amongst themselves and the amount in the contract exceeds that amount. Tom commented that he was fine with the contract at this point in time because Jo is doing the Town Manager position, the Finance Officer position and having to train a new employee. The vote was then taken and all approved. The Board signed the two (2) copies of the contract.

#### **New Business:**

- **Purchasing Policy Review:** Tom Friel made the motion that the bid policy be reviewed by counsel; seconded by Mike Bonanno and carried unanimously.

- **MOU with Haverhill Coop Middle School:** Mike Bonanno made the motion to enter into the Memorandum of Understanding (MOU) with Haverhill Coop Middle School; seconded by Darwin Clogston and carried unanimously.
- **North Haverhill Fair Signs:** Interim TM Lacaillade stated that she had sent the Board information on this. There were complaints last year about where the North Haverhill Fair signs were placed. Dave Lackie has met with the State of New Hampshire for new locations for the signs. Mike Bonanno made the motion to authorize the North Haverhill Fair Committee to attach their signs where they wanted; seconded by Chris Luurtsema and all approved.

**Commission/Committee Reports:** Mike Bonanno reported on the Planning Board meeting. They reviewed the subdivision regulations, which should be finalized at the next Planning Board meeting. The Planning Board was unsure of whether they had to have a public hearing or go to Town Meeting for approval. Ed Ballam believed they needed to have at least a public hearing and they would also have to go to Town Meeting. Ed would research this. Mike also stated that the Planning Board would like to have Mike Simpson reappointed to the Planning Board. There was a brief conversation concerning Planning Board member attendance. Darwin reported that he attended the Haverhill Corner Precinct meeting. The big thing that was hammered on was the dilapidated housing throughout Town. Chairman Fortier stated that he also has heard from folks about the dilapidated housing. Chairman Fortier thinks that, at some point, the Board needs to review the building permit application policy. He thinks that the Board may have to look at some form of zoning and that people may be ready for that. Mike Bonanno made the motion to approve the reappointment of Mike Simpson to the Planning Board; seconded by Tom Friel and carried unanimously.

**Correspondence:** Chairman Fortier reported that the Board had received a Legislative Bulletin. Darwin commented that he had supplied the Board members with highway information from the Town of Stratford. He would like to put a discussion about monthly reports from the Road Agent on the next meeting Agenda. Tom commented about a stop sign that should be placed in the parking lot. Interim TM Lacaillade would meet with the Road Agent concerning the sign.

Interim TM Lacaillade stated that she had a request from Chief Charles. One of the applicants that passed through the oral boards has passed all of the background checks and psych evaluations and Chief Charles would like to bring him on as a part-time officer. He wouldn't be able to go to the police academy until August but he would start his ride-alongs and get his firearm training. The possible candidate is Haverhill resident Roderick O'Shana. Mike Bonanno made the motion to bring on Roderick O'Shana as a part-time officer; seconded by Darwin Clogston and all approved.

**Comments of the Public:** Ed Ballam commented that he heard a threat from Mr. Wright earlier in the meeting and wanted to know if the Board was concerned. Mike commented that he didn't have any concerns, but he did take the words as a threat. Ed also asked if the comments about Interim TM Lacaillade's salary were public information. Tom stated that it was done in an open, public meeting. Ed asked what the numbers were. Interim TM Lacaillade stated that she had an hourly salary for 45 hours a week at \$33.16 per hour, which is the rate that TM English was receiving.

**Comments of the Interim Town Manager/Administrative Assistant-Finance Officer:** Interim TM Lacaillade commented that the Finance Officer/Administrative Assistant position was in the papers. There have been four (4) applications received.

**Comments of Selectboard Members:** Darwin commented that he would be out of town from June 16 until the end of the month. He was requesting that the Public Hearing for the Airport Beacon be held sometime after the 30<sup>th</sup> and Interim TM Lacaillade commented that by the time everything was advertised, it would be after then. Chris commented that he would be out of town for the next meeting on June 13, 2016.

**Adjourn Meeting:** Mike Bonanno made a motion to adjourn; seconded by Darwin Clogston and all approved. Chairman Fortier adjourned at 9:10 pm.

Minutes transcribed by Karen Hyde