

**Selectmen's Meeting
December 27, 2004 - 6:30 PM
Academy Hall - Upstairs**

Selectman Mary Heath	Present
Selectman Joe Landry	Present
Selectman Ken Ross-Raymond	Present
Administrative Assistant Margaret Warren	Present
Office Assistant Kathie Downes	Present

Visitors: Gale Griener, Shirley Johnson, Leon Riel, Mel Bowne, Lori Reda, Mark Chamberlin, Bill MacDuffie, Jr., Al Romano, John Guiheen

Chairman Heath convened the meeting at 6:30 PM. Selectmen reviewed and approved the December 13th public session meeting summary and non-public session meeting summary.

6:30 PM – Leon Riel: Mr. Riel came tonight to ask that the police report notes from the Bog Road complaint be read into the record. He had wanted these to be recorded with his statement at the last meeting, but did not have the document from the police at that time. Therefore he is requesting they be in tonight's meeting summary for the record for public awareness. Selectman Landry stressed that he does not want to see the Selectmen Meeting summaries become a newspaper. However, since this issue has already been in the minutes, will not object to this being added for the record.

Salisbury Police Department Incident Report – 10/27/04 Reckless Driving Complaint.

“Soshnick and his wife, Lori Reda, came to 250 to complain that Leon Riel tried to run them over with his 10 wheel dump truck on Bog Road earlier in the day. Statements on file. I spoke with Riel and drove the section of Bog Road and I determined that there was no basis to believe there was a malicious attempt by Riel against Soshnick and Reda.”

6:45 PM – Mark Chamberlin & Mel Bowne– Road Research: A letter of formal protest presented to the Board of Selectmen should they decide to not to take any action to protect the interests of the Town in regards to any potential claim to the rangeway lands. They submitted in the letter seven reason why the town should support the town ownership of the rangeways. (see letter attached). Selectmen reviewed the letter and Selectman Landry noted that we have the opinion of Attorney Nix a road expert and he feels we should follow his legal advice. Mark asked what Attorney Nix had to say and Joe read an email he had received from Attorney Nix which will be followed up with a more detailed report and supporting materials. In essence Attorney Nix indicated that he was in agreement with Attorney Callen's opinion that the rangeways were dedications of easements by the proprietors for highway purposes and if the rangeway was not used for a highway the easement extinguished. The public has no further rights and private property owners abutting the rangeway may have rights. The argument that the town owns the rangeways is counter to the majority of the law. If town owns rangeways it also owns series of crisscrossing strips throughout town where many homes and structures have been built. The concept would create a huge legal nightmare for town and private property owners.

Mark noted that he feels the Board is not defending the town's assets if it does not pursue ownership. Joe Landry indicated that the burden of proof is on the town and feels we have asked for legal interpretation and feels we should follow that opinion.

Selectman Landry made a motion that as a Board the town does not claim ownership of the rangeways. Mary Heath noted she would like to wait for the report from Attorney Nix and discuss with town counsel before the Board acts. Mary noted that like any other town possession the board needs to look closely at the issue before giving it up. Ken Ross-Raymond seconded the motion. Vote on motion – Landry and Ross-Raymond in favor. Heath – opposed.

7:00 PM – John Guiheen: Spoke to the Board requesting that they review the ZBA file on the hearing for the Application for Major Home Occupation. He does not feel they followed the procedure that is required and in place when an application is submitted. The decision does not address why they were denied. Also the motion to appeal was denied because it was a day late. However, town office was not open that Friday and letter was delivered on Monday. They were not able to legally get the motion into the Town by the due date due to the fact that the office was closed. Selectman Heath asked Mr. Guiheen if at the hearing a reason was given for the denial and Mr. Guiheen replied No – the ZBA did not meet the criteria and the Chairman represented himself as bias to him and he would like the Selectmen to review the issue and reply back to him. Chairman Heath asked AA Warren to get copies of the ZBA hearing minutes and denial letter to each of the Selectmen for review and discussion with town counsel.

Old Business:

- Status Update Legal Issues
 - Guiheen – no update
 - Attorney Nix : Joe called him last week – and asked for his opinion in writing. Attorney Nix emailed a quick summary to Joe and will follow up with detailed report and supporting documents. Status Update – Safety Building:
- Status Update – Academy Hall / Town Hall:
 - Academy Hall: AA Warren has not received figures from Mitchell re: roofing expense. She will contact him again to get ballpark figures for budgeting purposes.
 - Town Hall: Plumber has not gotten back to us re: when he can do the work. Hopefully we won't have any frozen pipes before he can do the work. AA Warren will try to contact him tomorrow to get a date set to have work completed.
- Status Update – Quantum / Hensmith Road Culvert: Selectman Landry talked with the Allen's and we just need to get paperwork to them re: the signing for easement. Will review with town counsel tomorrow and then proceed with getting the easement signed.
- End of Year & Budget Preparation – any new data: Nothing as of now. Margaret still working on it.
- Status Update – Liability Waiver Revisions. Board will discuss with town counsel at tomorrow's meeting before proceeding.
- Letter of Concern – J. Bentley: Interim letter to Mr. Bentley signed and will be mailed tomorrow. Selectmen will address this letter as well as letter sent by John Bentley to the Board of Selectmen in 2003 which he has verbally noted to office staff that he has not ever received a reply from the Board.
- NE Hydro Abatement Update: All set – new amount of \$37,000 – will discuss with Walter tomorrow night and have check prepared to abate the tax. Town is still working on the abatement request from NE Power.

- Selectman Ross-Raymond asked about the Class VI roads where dwellings have been built and are occupied without liability waivers. What was the law back when these dwellings were put in and should we now require a liability waiver. To be discussed with town counsel.

New Business:

- Reminder – Road Research Committee Meeting – 12/28/04 – 7:00 PM
- Cemetery Maintenance Bidder Package – for review of BOS. Proposal seems clearer. It was noted that it still mentions Request for Proposal instead of Bid other than that it is fairly detailed. Kathie will be typing final draft and will make the change to bid vs proposal and will get the final draft back to the Cemetery Committee so they can plan to get this out early in Spring to get maintenance package awarded before the mowing season.
- Meeting with Walter Mitchell tomorrow at 4:00 PM re: town legal issues. This is a closed meeting.
- AA Warren will consult with Chuck Bodien re: form from NH Public Health Division re: Health Officer for Salisbury for 2005.
- Board reviewed and agreed with Ed Sawyer's recommendation that he be reappointed as the Solid Waste representative and Gail Henry the back-up for the Town of Salisbury
- Selectmen signed a letter to Chairman Deming of the Conservation Committee re: her letter about the Class VI Liability Waiver public hearing. It was noted that all department heads and Committee chairs were notified of the first public informational meeting by memo and all other meetings and the hearing was duly posted.
- Town has received several requests for valuation reviews by property owners. These will be submitted to Avitar to handle.
- Selectmen received notification from the Library Trustees that Marcia Stansfield has been appointed the new librarian.
- Discussion re: need for new warrant article for the Hensmith culvert or if it can be retroactive vote to make the 2004 article nonlapsing. This will be reviewed with town counsel.
- Transfer Station:
 - Metal pile has been removed.
 - There was a problem last week in that Waste Management only picked up one container and therefore we had only one empty container for this past weekend. The demo container was utilized so we have three full containers to be emptied this week. Waste Management assured AA Warren that these will be hauled and we will have all three containers empty for next Saturday.
 - Recycling has approximately \$600 left in their budget and they would like to use this to purchase plywood to close in the container against the cold and wet weather. AA Warren will get an exact amount and Selectmen agreed to use monies from Transfer Station if cost is more than the amount left in Recycling budget so this project can be accomplished in 2004.
- Noted that Town has a bill from Ossipee Mountain for the installation of the radios purchased through Homeland Securities. This was an expense we were not expecting but will come out of the Fire Department budget
- Flood Gate – by transfer station is knocked over – out in the road. AA Warren to check with Army Corp of Engineers re having the gate fixed.
- Pingree Bridge: Letter received from Dave Hodges re: funds to date and what being recommended for 2005 to be put in CRF for Pingree Bridge. Fiscal Year 2006 is when bridge funds become available. Letter will be sent to Mr. Hodges identifying how much is

currently in the fund and how much is being requested for 2005. It is also noted that when the town moves ahead with the project it will be a bond issue that will have to go before the town.

- Request from a property owner who has frontage on portions of Class V and VI road to put a driveway on the Class VI portion. This would be altering the road – an issue to be discussed at the meeting with town counsel.
- Selectman Landry asked Road Agent MacDuffie how he submits his bills for storms. Bill indicated that his bill is broken down daily and by equipment and hours. Selectmen will get a copy of chart that is used for review.

Other: All business that shall legally come before the Board

NEXT MEETING: January 10, 2005

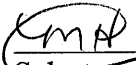
Non-Public Session: (as necessary)

Motion made and seconded to adjourn at 7:50 PM. All in favor. Meeting adjourned.

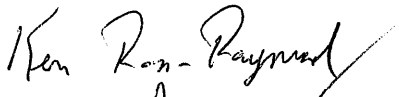

Respectfully submitted:

Kathie Downes
Municipal Office Assistant

Meeting summary reviewed and accepted at the January 10th meeting.



Selectmen

Recl'd 12/27/04

Incident Report 20040302
Page 1

Received 19:05	Dispatched	Arrived	Cleared 19:30		
Date 10-27-04	Dispatcher	Jur.	Grid	Sector	Map
Location SALISBURY PD					
Complainant SOSHNIK, JEFFREY					
Address SEARLES HILL RD					
Phone 340-0827					
Veh. Lic.					
Tow Company					
NCIC Rep. 5405 Reckless Driving					
<hr/> Notes/Other Information <hr/>					
SOSHNIK AND HIS WIFE, LORI REDA, CAME TO 250 TO COMPLAIN THAT LEON REIL TRIED TO RUN THEM OVER WITH HIS 10 WHEEL DUMP TRUCK ON BOG RD EARLIER IN THE DAY. STATEMENTS ON FILE. I SPOKE WITH REIL AND DROVE THE SECTION OF BOG RD AND I DETERMINED THAT THERE WAS NO BASIS TO BELIEVE THERE WAS A MALICIOUS ATTEMPT BY REIL AGAINST SOSHNIK AND REDA.					
<hr/> Units/Officers <hr/>					
104 251 PERILLO, BART J					
NCIC Ver. 5499 Traffic Offense Free Text					
Disposition 5 INACTIVE					
AI					
Case Number					

12-27-04

Office of the Selectmen
Academy Hall
Salisbury, NH 03268

Dear Selectmen,

We are writing this letter due to your anticipated position to not take any action to protect the interests of the Town in regards to any potential claim to the rangeway lands. If this is what is planned we would like to lodge a formal protest to the action. We submit the following reasons to support this:

1. We have previously shown evidence documenting at least 2 outright sales of rangeway land by the Proprietors to private citizens. These sections of rangeway never had roads built upon them. It is clear that from the earliest times, the Proprietors considered themselves to be the owners of the rangeway lands.
2. A number of the lots directly across from each other abutting rangeways have been researched and have been found to not share common bounds. This indicates that the "land left for highways" was intended to be exactly that as opposed to rights of way or easements.
3. There are 46 exchanges of rangeway land documented in the official records, some by town votes and others in deed format, two by the Proprietors and the rest by the Town, and another seven outright sales all by the Town. In many cases the Selectmen and the Proprietors were one and the same persons. It is therefore impossible to argue that one group didn't know what the other was doing. The Proprietors either singly or as a group raised no objection to the actions of the Town in these sales and exchanges. It is therefore obvious that the Proprietors considered the rangeway lands (that had not had roads built upon them) to be Town property to do with as the Town pleased.
4. Deeds have been located at the County Registries reading as follows: that (Exhibit 1) "in the Capacity of Selectmen for us and our Successors Do covenant & Engage to warrant & Defend the Same", and that (Exhibit 2) "*in our capacity aforesaid for ourselves and our Successors in office ... that the town of Salisbury is lawfully Seised in fee of the premises ... that we have good right to sell & convey the same ... & our successors in office will warrant and defend the same*". This indicates that the current Selectmen are duty-bound to defend the title to these sales of rangeway land.
5. It is doubtful whether the Selectmen as a Board have the legal right to decide such a question. If anything, it should be put before the Town as a whole or there should at least be Public Hearings held upon the question. Indeed, in light of the fact that all three current Selectmen own land abutting rangeways it is obviously a conflict of interest for them to be either considering or deciding anything in this matter. If the question is decided against Town ownership all three Selectmen stand to gain financially. In our view they shouldn't even be discussing this while acting in their official capacity. In any case this decision may have to fall within the Court system's purview.
6. All evidence recovered thus far indicates Town ownership of all rangeway lands that had roads built upon them at any point in our history. The only evidence to the contrary is not actually evidence at all but a lack of the same in that there has

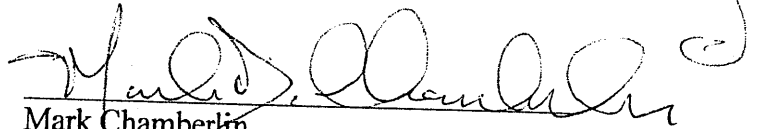
not been a deed found from the Proprietors to the Town. Therefore the anticipated position of the Selectmen is based on nothing of substance. If a deed does exist it may indeed be found at some future date. Hundreds of other documents all indicate Town ownership. In the absence of a deed one must rely upon all other existent documentation.

7. If the position is taken by the Town that the rangeways are abutter owned, then abutters will be free to cut line trees for timber and to sell stone walls to landscapers and wall builders. Access for emergency services could also be blocked permanently by these abutters with gates or even barricades of boulders. If this occurs then not only are historical landmarks destroyed, but if the question is ultimately decided in favor of Town ownership, the Selectmen will have neglected to preserve the Town's history and may actually knowingly endanger the lives and property of it's citizens. The job of the Selectmen as we see it is to protect the interests and assets of the Town. If there is any evidence that even *might* indicate a chance of Town ownership of the rangeways then the Selectmen are duty bound by their oath of office to protect that potential interest. To do otherwise indicates neglect of duty.

Considering all the above reasons we urge the Selectmen to do the right thing and take steps so as to not give up these potential Town assets.



Melvin Bowne
Whittemore Road
Salisbury, NH 03268



Mark Chamberlin
98 Karl Gordon Road
Alexandria, NH 03222

to his voluntary gift and Deed before me
Henry McChase Justice of Peace
Recd & recorded 1. Sept. 1818 & am'd by Isaac Brooks Reg^r

Know all men by these Presents, That We
John Collins & Phineas Bean two of the selectmen
of Salisbury in the County of Hillsborough &
State of New Hampshire for and in consideration
of a certain Piece of land laddered & returned for a highway
for the use of said Town on the Eighty one lot on which
lived John now liveth & acquitted to us for the use
of said Town by Linkler of Salisbury afores. Carpenter
who receipted whereof we do hereby acknowledge have given
granted bargain'd sold and by these Presents do give
grant bargain'd sell alien in full conveyance and confirm
unto the said Linkler Bean & to his heirs & assigns forever
a certain piece of land in Salisbury afores. it being a
part of the range way or reserve of land between the
first & second Ranges of lots in said Town and is so
much of said range way as follows (Viz) beginning at
the North Easterly corner bound of the Eighty one
lot laid out to the original right of Elisha Winslow
thence down Westerly carrying the whole width of
said reserve way to the Northwestly corner bound
of the eighty one lot laid out the original right of
George Jeffrey Esq. To Have and to
hold the said granted premises with all the
privileges & appurtenances to the same appertaining
to him the said Linkler Bean his heirs & assigns
forever free of all & every Incumbrance as an
absolute Estate of Inheritance in fee simple
Moreover We the said John Collins & Phineas
Bean in the Capacity of Selectmen for us & our
Successors do covenant & Engage to warrant &
Defend the same to him the said Linkler Bean
his heirs & assigns against the lawful claims &
demands of any person or persons whomsoever
In witness whereof we have hereunto set our hands
& Seal this 26th Day of November Anno
Domini 1782 - Signed Sealed & delivered in

(1) - 1818 X 3

Return
to
Latham

EXHIBIT (2)

Know all men by these presents that we Benjⁿ Pittsford, of Ben-
Pittsford & John D. Field Selectmen for the town of Ben-
in the county of Hillsborough & State of New Hampshire in con-
sideration of the sum of fifty two dollars & no more paid to us in
our capacity aforesaid by Enoch Latham of Salisbury aforesaid
person the receipt whereof we do hereby acknowledge do hereby give
grant bargain sell and convey & by these presents do give grant
bargain sell & convey unto the said Enoch his heirs and assigns
forever a certain piece or parcel of land lying in Salisbury aforesaid
said being part of a reserved way lying between Benjⁿ Thompson
& Enoch Lathams land beginning at the south end on the Gordon
Road running Northerly carrying the full width of said way to the
North end of said Thompsons land containing about four acres
and three quarters & fifteen rods be the same more or less to have
and to hold the aforesaid granted and bargained premises
together with all the privileges and appurtenances thereof unto
the said Enoch his heirs and assigns forever to his and their use

✓ MGRD
CITY:
TOWN:
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and being forever and we the said Benjamin Benjamin & Joshua
in our capacity aforesaid for ourselves and our successors in office do
covenant with the said Enock his heirs and assigns that the Town of
Salisbury is lawfully seized in fee & the premises that they are
free of all Incumbrances that we have good right to sell & convey the
same to the said Enock to hold as aforesaid being authorized by a vote
of the Town so to do that the said land was let up to vendue and
that the said Enock gave the highest Price for the same it being
struck off to him for the aforesaid sum and that we the said
Benjamin Benjamin & Joshua Selectmen as aforesaid & our successors
in office will warrant and defend the same to the said Enock his
heirs and assigns forever Against the lawful claims and demands
of all persons - In witness whereof we have hereunto set our hands &
seals the twenty first day of December Anno Domini 1811. A.D. 1811 the
words & in our capacity aforesaid interlined before signing

Signed sealed and delivered

in presence of us
Anthony Whitmore
Levi Thorne

Benja Pettengill
Benja Pettengill 2nd
Joshua Tiffield

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Willsborough, State of New Hampshire, Salisbury Decr 21. 1811
Personally appeared Benja Pettengill 1st Benja Pettengill 2nd &
Joshua Tiffield and acknowledged the within Instrument by
them signed to be their voluntary act in their capacity as selectmen
before me

Anthony Whitmore Justice Peace

Received and recorded February 4. 1834

Examined Nathaniel Register

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COPY: 35
BOOK
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