



**Warner Board of Selectmen
Meeting Minutes
Thursday, March 9, 2017
APPROVED**

Selectman Carson opened the meeting at 6:10 pm.

In attendance: Selectman Clyde Carson - Chairman, Selectman Allan N. Brown, Selectman John Dabuliewicz, Jim Bingham – Town Administrator

1. Odd Fellows Building

A. John said they had a very production negotiation session with Nate Burrington yesterday. Still have not reached an agreement on the purchase & sale but we are close. Because of the deadlines in RSA 41:14a, the Board has 14 days to act after the public hearings, the 14th day is Town Meeting. Having almost come to an agreement:

Board Action

Selectman Dabuliewicz moved to approve the sale of the Odd Fellows Building to Mr. Burrington provided that we can reach a mutually acceptable purchase & sales agreement. Selectman Brown seconded the motion. Chairman Carson opened up the meeting for questions from the public:

Martha Mical: Since the negotiations are not complete, is it still under wraps what your committing the town to for the next 10 years?

Allan: Yes.

John: It isn't complete.

Martha Mical: There's no rush in this, you guys can sell it two days after Town Meeting, just have another hearing.

John: We would need to have two more hearings if we do that, we have to start the process over again.

Martha Mical: But that's not a big deal.

John: What is your question specifically.

Martha Mical: My question is, what have you committed the town to as far as abatements for taxes and for how many years and for how much?

Allan: We haven't done any such thing yet.

John: Correct.

Martha Mical: And it's not in the...

John: It's not in the draft agreement, no.

Martha Mical: Okay, and have you committed the town to take the building back if he doesn't meet a time line?

John: There is a reversionary clause in the agreement still, yes.

Martha Mical: Somebody today suggested let him have it, it's his headache, if it falls down, it falls down and he can clean it up.

John: What happens if he doesn't do that and we end up having to take it back anyway.

Martha: We don't ever have to take it back. We can refuse it even if he doesn't pay taxes.

John: We can refuse to execute a deed, I agree. I don't know what else you want. I know a lot of people have said what you said, but it's not that simple based on our legal advise. Otherwise we have absolutely no leverage with regard to the time table that we set. And Mr. Burrington believes he can meet the time table, as long as he does, it's not a problem.

Rebecca Courser: How does that effect him if he wants to take out a loan, does the reversionary clause effect his ability to get a loan?

John: You would have to ask his banker, I don't know. Certainly it could. We are not required to exercise the reversionary clause, we may.

Rebecca Courser: If you vote tonight that you are going to sign a purchase and sales, is that what your saying?

John: We are voting to sell the property to him on the condition that we reach an acceptable purchase and sales agreement.

Rebecca Courser: And once you reach that, then it becomes public knowledge?

John: Yes.

Clyde: We have at least 2 members of the next Board sitting here, I'm willing to commit that we will have a public meeting to take comments.

Rebecca Courser: Are you hoping to do that before Town Meeting?

Clyde: I don't think we will have it by then.

Rebecca Courser: After Town Meeting?

Clyde: Yes, after.

Rebecca Courser: OK.

John to Clyde: What did you just say we would do?

Clyde: We will sit and have another meeting, we will be able to talk about what's in the agreement with the public.

Audience member: Why don't we just wait.

John: Because we don't want to go through the whole public hearing process and delay (not audible). And if we don't reach an agreement it doesn't happen and we're in the same position as we are today.

Jim McLaughlin: I'm wondering about Rebecca's article that will appear on the warrant at Town Meeting for a demolition plan. How are we going to handle that.

Allan: It can be passed over.

Martha Mical: We could actually vote on it, especially where this is still up in the air. Even if they vote tonight and sell it, if they don't ever come to an agreement, have that article as a back-up so then something continues to happen with the building.

Clyde: I don't see them as being mutually exclusive.

John: That's up to the petitioner's.

Jim: Just wanted to let the audience know, we did receive a letter yesterday from the Department of Environmental Services who have been overseeing the progress we've been making on that and they have given full clearance to that building with respect to soil and ground water and anything that has to do with that part. They still say the hazardous material within the structure still needs to be mitigated according to EPA standards and such.

Martha Mical: We have that in writing?

Jim: We have that in writing.

Martha Mical: Is there any commitment by the town, if Mr. Burrington buys it, to take responsibility for any of the hazardous stuff that's left?

Clyde: I think what the town is looking for is that all the hazardous stuff be identified and acknowledgment that it's there and be done with it.

John: We're taking no responsibility is the answer.

Allan: It's in the disclaimer.

Audience member: (Not identified) The reversion clause, it is important in any agreement to be fair to both parties, one of them would be that if Nate has a certain amount of value put into this building, and for what ever reason it goes back to the town, I think the town is obligated to pay him for some of that.

Clyde: Without commenting on it, one of the things we are trying to do is make sure it works for the town and works for Nate.

Allan: We had a good meeting yesterday and I think we have been very cautious on the side of the town and I think we have been very fair to Nate. I think he's coming very close to accepting what we have worded. He's protected, we're protected.

John: Right now it's on him to come back to us and say I would like to have this or that, and that's what we are waiting for.

Kimberley Edelmann: Do you have a time line of when....

Allan: He's very anxious to get this done. He's treading cautiously because of the reversionary clause.

John: I would like to clarify something the Chairman said, my understanding is we would have a signed agreement and then we could explain it to people, not that we would share with people before we would sign it, because that's an odd way....

Martha Mical: I took it when Clyde said that it was after it was signed then....

Jim: It would be a public document.

John: And your committing to the fact that we would go over it with people at a meeting Clyde?

Clyde: Yes.

Audience member: (Not identified) Can you give us some idea, \$1, \$20K...

Clyde: I don't think we can talk about that, it's going to be a nominal amount.

Audience member: (Not identified) The revisionary clause is about he's not able to meet certain deadlines the town could take the property over?

Clyde: It would be fair to say it would be speculation whether that's going to end up in the agreement or not.

Audience member: (Not identified) OK, but that's idea of the reversionary clause?

Clyde: Yes.

Audience member: (Not identified) So is there a one time or is there several....

Clyde: Theoretically speaking, I don't know.

- B. Chairman Carson closed public comments and called for a vote on the motion. All Board members were in favor, motion passed 3-0.

2. Abatement

Chairman Carson moved to accept \$1,000 from Peter Wyman towards the back taxes owed on a 1974 Winchester mobile home formerly owned by Marie Holbrook and conveyed to Peter Wyman on November 4, 2016 and further more to abate the balance of the taxes and accrued interest as of March 9, 2017 that is owed on said mobile home in the amount of \$3,259.37. Selectman Brown seconded the motion. Martha Mical asked the Board to require Peter Wyman to record his deed. Chairman Carson added and that he will record his deed. Selectman Brown seconded the motion again, motion passed 3-0.

3. Public Comments

- A. Barbara Annis commented favorably on the Town Report cover, but, she noted that there is no acknowledgment for the other photo's in the report.

4. Adjournment

A motion was made and seconded to adjourn at (no time stated).

Board of Selectmen
Clyde Carson
Allan N. Brown
John Dabuliewicz

Recorder of the minutes: Mary Whalen