

## Selectmen's Meeting Minutes

Tuesday, April 3, 2007

**Present: Selectman Maxfield, Ives, and Bowles.**

Chairman Maxfield called the meeting to order at 7:00 PM.

- I. Selectman Bowles moved to approve the Selectmen's Meeting Minutes of Tuesday, March 27, 2007 as presented. Seconded by Selectman Ives. All in favor. Motion carried.
- II. Chairman Maxfield discussed the Selectmen's decision to deny Claire Crowley's petition to accept Greenview Drive as a Town maintained road. He stated that Town Attorney Barton Mayer would be answering questions regarding the Greenview Drive issue.
  - a. Attorney Mayer gave a brief overview of the research that has been done to reach the decision of the denial of the petition to accept Greenview Drive. He stated that he has assembled hundreds of pages of documents and plans, which were used to make the final decision. Attorney Mayer stated one of the issues of particular concern is the road going over the golf course.
  - b. Attorney Tom McCue, representing Claire Crowley who was unable to attend the meeting due to work commitments, stated that they are disappointed in the decision, the outcome, and very disappointed in the process that was carried on. He went on to say that he felt the petition was denied because of scrivener's error relative to the original petition only referencing one plan number. Attorney McCue said that during all the meetings and discussions it appeared that everyone knew that it was the entire length of Greenview Drive being considered, not just one portion. He said they touched on the issues of salt and sand in the pond, golf carts crossing the road, the golf course predating the road, and said that none of those items are issues. Attorney McCue went on to say he felt that there are allegedly two standards for road development. A developer can come in and state that it is a private road the Town alleges that the Planning Board would allow certain things on a Private Road that would never be allowed on a Town Road. Attorney McCue said that Ms. Crowley no longer owns property on Greenview Drive and has had issues with residents of Greenview Drive not paying their portion of the maintenance costs. He said that he does not understand the sentence that states, "The road is not designated in a manner consistent with the public highway, and there was no need for the Planning Board to address such issues

because the road was private”. Attorney McCue said he has concerns regarding the process by which this was handled. He went on to say that he and Ms. Crowley were willing to work with parties involved, provide any documentation they had, and that he was only contacted once by phone by Selectman Maxfield and it was discussed that an easement needed to be obtained from Mr. Roy. Attorney McCue said that he also had one phone call with Attorney Mayer. He felt that there were many meetings and discussions that had taken place without all the parties involved. Attorney McCue asked why no one advised him of the error on the petition relative to the plan number back when it was first noted as that could have been easily addressed. Attorney McCue asked if the Town had contacted Property Liability Trust relative to liability of the road for the Town and asked what needed to be done now to get this accepted by the Town. Attorney Mayer stated he was not aware of private meetings. He stated that he had sat down with Mr. Leombruno to work out some problems they were confronting and Attorney McCue was not personally contacted as he could not provide the resolution on the issues being presented. Attorney Mayer stated the basis for the denial is a four-page opinion. It was not scrivener’s error, and it appeared to be a misunderstanding on Attorney McCue’s part. Attorney Mayer said the easement is one illustration of the problems associated with this road in its entirety. The road where it is built, is so close to another persons property that if it isn’t on the property, an easement is still needed, so when they plow the snow, the snow can be pushed on to someone else’s property. When the road was constructed, it was not built exactly in the center of the right-of-way, it is pushed to the corner, and there is a debate about where the pin is located within the shoulder of the road. Attorney Mayer said the Town would become responsible if the sand and salting became an issue with the pond. He said that at this time he does not know what issues could arise for the Town relative to the pond. However, the Town would be held responsible if they accepted the road. Attorney Mayer stated that golf carts are not allowed on public highways. If the Town accepted the road, they would then be liable. He said these are the types of things the Board of Selectmen have to be concerned about when looking at this type of petition. Attorney Mayer discussed the issue relative to private road versus public roads. He talked about the issue with the 15<sup>th</sup> tee being on one side of the road and the 15<sup>th</sup> green being on the other. Attorney Mayer stated the road layout is done in such a way that it is close to the pond and the golf carts have to drive within the right-of-way and at times cross the road to access the 15<sup>th</sup> tee. You do not encounter these things when it is a typical cul-de-sac road in a standard subdivision. Attorney Mayer said he thought the golf course was built, or being built, prior to the road being put in. He stated there was no contact with the Town’s insurer. Attorney Mayer said as far as alternatives, the Board suggested that if

there were a way to avoid the portion of Greenview Drive that goes through the golf course by way of improving Voted Road it would be an alternative the Board would be willing to consider. He said the road was identified as “private” in deeds, easements, documents, Planning Board plans, and the first phase of construction through to the golf course. There were arrangements among the owners for cost sharing for maintaining that portion of the road. When the second phase began, it was identified as a “private road”. Attorney Mayer said that the “private road” aspect is not by itself the only problem; it is when you add all the other issues in. The Board felt it was best to avoid the area of the golf course and leave the option open for the future to reapply if Voted Road should be built up. Attorney McCue explained that Mr. Crowley owned all the land in the area at the time this development originally took place and he felt that most of Greenview Drive was completed by the time Mr. Leombruno purchased the golf course. Attorney McCue stated that the issue with the pond and the 14<sup>th</sup> tee was not that way when it was sold to Mr. Leombruno. He said Mr. Leombruno changed that area after he purchased the property. Attorney Mayer discussed the way the golf carts have to access the area by the pond and stated that there are also electric and water lines under the road that belong to someone else. He said the Town would have to deal with that issue as well if they needed to work on the road.

- c. Bob Landry discussed the approximate costs to upgrade Voted Road and stated that it appears to be cost prohibitive. He stated the exact issues that the Town had concerns with were not specified during the open portion of the Public Hearing so the residents on Greenview Drive have not had the opportunity to address those issues. Mr. Landry discussed a golf course in Wolfeboro that has golf carts cross Route 28 and he does not feel this is an issue. He went on to say that the concerns with the golf carts along the right-of-way could be addressed by the residents on Greenview Drive. Mr. Landry said he felt Mr. Roy would rather have the easement for Greenview Drive than to have cars accessing through Voted Road. He stated that the residents on Greenview Drive are frustrated because they are trying to deal with the issues and feel that the issues are not being laid out clearly. If the issues were clear, the residents could work collectively to resolve them.
- d. Marcia Campaniello asked if Attorney Mayer and the Board would go line by line through the denial letter and get clarification.
- e. Chairman Maxfield began discussing the issue with Voted Road relative to Mr. Roy’s privacy and developers putting in roads that are over 1600 feet at the developer’s cost. He stated that if the Town accepts Greenview Drive they are responsible for all the liability, not the golf course.

- f. Bob Bollinger stated he came away with the impression two meetings ago that the Town was very close to accepting the road, now here they are addressing the denial. He went on to ask if the Town would still be denying the petition if the tee were on the other side of the road. Attorney Mayer stated that there is a four-page decision and that is what has to be looked at, not the issue with the tee or the issue with the scrivener's error. Attorney Mayer stated if the residents of Greenview Drive wanted to go line by line through the decision, he would be more than happy to do that. Mr. Bollinger stated that he thought the owners of the golf course and the Town were going to come to an agreement to resolve some of these issues. Attorney Mayer stated that he had met with the owners of the golf course and, through negotiations, they drafted and revised a document to be signed. He stated that when it came down to the entire document, it was not acceptable to the golf course. Attorney Mayer stated that he wanted to be clear, that he was not here to blame the golf course. He spent a lot of time and worked with Mr. Leombruno and the Ledges Attorney, they just were not able to bridge some gaps. Bill Leombruno, Jr. stated that the golf course has maintained their position from the beginning of this process. He said they do not oppose, they just cannot give up their right to run the golf course the way it has always been. Chairman Maxfield stated the Board respects that.
- g. Mark Burke questioned if private meetings had taken place. Attorney Mayer stated the Board of Selectmen never met with anyone privately. He stated he had met with the golf course, at the instructions of the Board, and he had on occasion one Board member present, so there were no secret meetings or convening meetings of the Board of Selectmen. The Selectmen instructed Attorney Mayer to try to work out an arrangement that would address everybody's concerns from the legal angle. Mr. Burke asked why those discussions were not addressed with the residents of Greenview Drive. Attorney Mayer said you couldn't possibly get the easement and negotiations done with 50 – 60 people sitting around. Mr. Burke questioned why the discussions Attorney Mayer had were not included in the letter. Attorney Mayer said the Board was concerned regarding the liability arising out of the multiple use of this right-of-way between the golf course and the Town. They felt it would not work. He said there were conflicts between the two interests that could not be resolved. He stated that no meeting was convened when he spoke with Attorney McCue when they discussed the Roy easement. Attorney Mayer stated that he had spoken with the Attorney for the golf course, Mr. Leombruno, and Attorney McCue separately on the phone. He said the Board's goal was to see if we could find a way to make this happen. It was not an automatic denial. There was a lot of effort put into this. The reason for the denial is because ultimately they were not able to reconcile the issues.

- h. Attorney McCue said that in reading the notice of decision, it appears the reason for denial is due to phase three being the only referenced portion of the road in the petition, but what he is hearing this evening is that there are other concerns. He asked if Ms. Crowley were to bring in another petition to the Town, clearly marked that it was all of Greenview Drive, would that petition also be denied based on other concerns. Attorney Mayer stated if the only issue was related to the wording of the petition it could have been dealt with at the very beginning of this process. He went on to discuss some of the items in the notice of decision. Attorney Mayer stated the Board could have simply denied the petition in a summary fashion, however, they decided to give the reasons along with some suggestions.
- i. Roy Merrill stated he felt the simplest solution would be for the residents of Greenview Drive to form a Village District. Chairman Maxfield stated this issue had been previously discussed.
- j. Attorney McCue asked what, if anything, could be done at this point to move forward. Attorney Mayer stated upgrading Voted Road or forming a Village District are two options. He discussed the cost of making improvements to Voted Road. Attorney Mayer advised those present that there is a provision for a layout subject to betterment assessments, which would allow the parties to agree on laying out Voted Road as a Class V Highway. The cost would be the responsibility of the residents of Greenview Drive but it could be spread out over time, such as 5 – 10 years so that the burden is spread out. Attorney McCue said if they improve that portion of Voted Road, it will only address those homes from Voted Road on, and it will not address the homes on the first part of Greenview Drive. Discussion ensued regarding the cost sharing agreement in place, and the wording of the deeds and agreements.
- k. Bob Gaudreau provided a portion of a document and Attorney Mayer reviewed it. Attorney Mayer stated that he had the full version of this document in his file. Mrs. Campaniello asked about the wording in the document that says the document shall be a signed agreement, not that it is or was a signed agreement. She asked how people could be held liable for the maintenance of the road if the signing of the agreement did not occur. Attorney Mayer stated that the wording is actually incorporated in the deed itself and talks about the formula used to determine each resident's costs. Mrs. Campaniello asked how someone could be bound by something that was never created. Attorney Mayer said because it is in the deed and it is indicative of the relationship between the parties. Mrs. Campaniello asked why the document was worded to state that something was supposed to happen in the future. Attorney Mayer stated he could not explain why someone wrote the document the way that they did. He said the document shows how the cost sharing would be divided. Attorney Mayer went on to say that this document shows evidence that the road

was to be a private road. Mrs. Campaniello questioned the difference between intent and what was written, agreed upon, and that it was not notarized. Attorney Mayer said the intent has been implemented, so it has been executed by everyone sharing the cost. Mrs. Campaniello stated not everyone was sharing the cost and asked what proof there was to show who was sharing the cost. Attorney Mayer stated that some how the roadwork is being done. Mrs. Campaniello said she is looking to find out what the proven legal obligation is. Attorney Mayer said the reason he referenced those documents was to show that this road was intended to be private, how people carried it out does not have any affect on the layout of the public highway.

- l. Bob Landry asked for clarification on Attorney Mayer's comments about the items listed in the four-page decision only referencing some of the items. Attorney Mayer stated the intention was to attempt to explain what the concerns of the Town were and use examples as illustrations. He said he did not create a document that lists all the possible examples; he tried to highlight some examples. Attorney Mayer stated no one knows exactly where the electric and water lines are. They have an idea as to where they are, but it's not concrete.
- m. Bob Bollinger stated that he has done subdivisions and it is pretty standard that when a developer is putting in a road it remains private until the development is 50 -60 % built before the Town is willing to take it over. He said that he does not feel that this is any different from any other road built in a municipality. Mr. Bollinger said if there is something that needs to be done to the road that was not asked for at the time it was planned for, let them know and they will see if they can resolve it without building another road around the existing one. He asked for full details of what the Town really wants, saying the residents on Greenview Drive will try to work out those issues.
- n. Bob Landry asked if the liability issue could be addressed further. He asked if the liability issues were things like golf balls coming off the tee and hitting someone on the road, noting there are golf courses all over the State that have issues like that. Attorney Mayer said there are unique issues with this road that are not associated with the common roads that the Town takes over as a matter of course. He said there is the matter that the road was intended to be private, therefore, the Town would not be liable, it would be the golf course and the neighbors along the road choosing to live in this type of arrangement. Now with the request that the Town take over the road, it assumes the liability of the stray golf ball or allowing golf carts to go illegally on a public highway or issues with too much or not enough salt on the roads. Attorney Mayer discussed issues with other situations of Towns having to dig wells if salt contaminates the wells and said if the Town's salt contaminated the pond on the golf course, the Town could be held liable if there were any issues with the pond. Mr. Landry said it sounded like if the residents were to try to fix the little issues with

- the road and the golf course were to remain in place it would appear that it would not change Attorney Mayer's recommendations to the Selectmen. Attorney Mayer said the liability exposure is great.
- o. Mark Burke asked about the 15<sup>th</sup> tee and issues with the blind spot and driving speed. He asked what the liability would be if a resident came around the corner and hit a golf cart. Attorney Mayer said whether it were the Town or private, insurance would be what would cover it. Mr. Burke stated he felt there should be some type of posting, restrictions, or warnings. Attorney Mayer said he agreed, however, he does not believe it would absolve anyone from liability if there were liability. He said municipalities have a big target on them when it comes to being sued.
- p. Marcia Campaniello said she is trying to find out the specifics to the issues with the road. If a car hits a golf cart in the middle of the road, who is liable, with both public and private. Attorney Mayer said if it were a private road, it would be the driver of the car or the driver of the golf cart. If it were a public road, it could be the driver of the golf cart, the driver of the car, or the municipality. Mrs. Campaniello asked if the road was maintained by a private association or a Village District would they be liable also. Attorney Mayer said they could be. Mrs. Campaniello asked if there were solutions to minimize the chances of lawsuits against the Town, such as requiring crosswalks, etc. She asked if Attorney Mayer knew of any other golf courses that have resolved these types of issues. Attorney Mayer said he did not know specific details or circumstances of other Towns that have golf courses or that have golf courses on either side of the road. Mrs. Campaniello asked if this issue ever came up during the discussion with the golf course while they were trying to resolve these issues. Attorney Mayer said the issue did come up and an agreement was unable to be reached. He said the Town's recommendation was that the Town would not be liable for golf course operations. Mrs. Campaniello asked what resolutions either side offered. Attorney Mayer said the Town would not be responsible for golf course operations and they were unable to reach that agreement. Mrs. Campaniello stated she was trying to be real specific and wanted to get to the bottom of this one issue. Attorney Mayer said that the Town was unwilling to assume responsibility for any problems that could arise as a result of the crossing. Mrs. Campaniello asked if it were true, that no matter what effort was made to resolve the differences pertaining to the golf course, the Town's Attorney will always recommend to the Selectmen there is no resolution to this problem. Therefore, this section of the road should never be accepted by the Town as a public road. Attorney Mayer said he was inclined to agree, however, it would also be based on all of the elements and he is saying there are multiple reasons. Mrs. Campaniello went on to say that she wanted to go through the items listed one by one in the decision to see if the residents can find ways to

resolve each item. If they get to an item that appears to not have a resolution that satisfies the Town, then they will have the answer to the question and know that the Town will not take over the road. Attorney Mayer said that as far as the golf carts on the public highway, the people who have the rights to travel the golf carts on the road would have to release their rights to travel on the public highway. Mrs. Campaniello said even though there are tons of towns throughout NH that allow this to happen, Loudon is going to stand separate and disallow golf carts to cross the road. Attorney Mayer said that he felt Mrs. Campaniello could make her statement of how she sees the issues then they can move on. He went on to say that he was not here to argue. Mrs. Campaniello asked why it was an issue in Loudon and not in other towns. Attorney Mayer said that was a good question. Mrs. Campaniello asked Attorney Mayer if he was going to answer her question. Attorney Mayer said no, he felt that he had explained himself and felt Mrs. Campaniello made her position clear.

- q. Bob Gaudreau said he wanted to be clear, that Claire Crowley owns the road and the residents have an easement to go over the road. He said the residents received a letter from Ms. Crowley stating she was no longer going to be maintaining the road. Mr. Gaudreau asked if Ms. Crowley was liable for the road or were the residents on Greenview Drive responsible. Attorney Mayer stated he had not seen the letter Mr. Gaudreau referenced, and suggested that Attorney McCue answer the questions relative to Ms. Crowley. Attorney McCue said it looks like the Town is getting off the hook and it is going to come down to Ms. Crowley versus the residents versus the golf course to work things out. He said what he has heard tonight is that accepting Greenview Drive is dead in the water. Selectman Ives said he takes exception to that statement, the Town was never “on the hook”, they were being put on the hook. Selectman Bowles stated he also takes exception to the statement. The Board is not responsible to go out and seek roads for the Town of Loudon. It is up to all developers to bring forth to the Board, an acceptable road. Selectman Bowles went on to say the Board took the effort to work with The Ledges Golf Course, Inc. to address the issues that the Board knew would be very hard for the residents to do. Attorney McCue said what he meant by “off the hook” was the idea of the questions of who is responsible for the maintenance of the road, the questions that are coming up tonight. He said there were questions at previous meetings trying to get the Board of Selectmen to order Ms. Crowley to maintain the road, which fortunately the Board did not fall into. The Selectmen stated that the Board forwarded a letter to Ms. Crowley telling her that she is responsible for that road.
- r. Diane Bolsar stated she had attended every meeting concerning the road and one issue she has is that the information she received at the meetings she attended did not correlate with the information she

received in the notice of decision. She said that this information seems very new to the residents and they are asking for the opportunity to look at the information and come up with the resolution that will work for everyone.

- s. Marie Sherman discussed the issue of private golf carts. She stated there are only two residences that have private golf carts, and she and her family are one and Forrest McKerley is the other. Mrs. Sherman talked about ways she could work it out so that her golf cart would not be an issue. She went on to discuss a culvert issue and the ditch that needs to be cleaned out, which could alleviate some of the issues with the salt, sand, and water runoff. Mrs. Sherman asked if there are other roads in Town that have ponds next to them. She said it was not making sense to her. Attorney Mayer said he is not an expert on salt but does not feel putting in a ditch will address that issue. He went on to say he was not aware of any pond in Loudon that serves as an irrigation source and that is where there is a concern, but this is not his area of expertise. Mrs. Sherman gave an overview of the ditch along the road. She stated she feels that it has not been fair to the residents on Greenview Drive to not have been included in all of the meetings and discussions. Chairman Maxfield stated he felt that the salt and drainage issues had been discussed. Mrs. Sherman said it was discussed but the Selectmen said they wanted to address this issue with the golf course. Mrs. Sherman said she would like to know what Mr. Leombruno would not accept with the Town.
- t. Ken Lorden said he has been listening about salt all evening and stated that he has seen in many other areas signs that state “no salt area” and they do not salt. He said that he felt everything could be addressed with the exception of golf balls at the 15<sup>th</sup> tee going over the road. Mr. Lorden said that maybe a fence could be put up to alleviate that problem. Joe Campaniello stated the road was plowed and sanded this past winter and not one grain of salt was used. Mr. Lorden discussed his concerns about meetings with the golf course and their lawyers and not with all of the residents of the road. He suggested taking a few steps back to look at the whole big picture again and resolve the issues that are included in the four-page document. Bob Bollinger asked if that were still possible. Attorney Mayer stated he felt the Board would take into consideration all of the suggestions; however, his concerns are that there are a lot of issues being discussed but they do not have the expertise to really resolve or know if they are viable or not. He said that it was discussed, and it appears everyone agrees, that the issue with the road between the pond and the Roy property could be fixed by just moving the road, and the issue with the salt could possibly be taken care of. Selectman Bowles discussed the issue of the Winter and Inclement Weather Policies and Procedures Manual that the Town is obligated to follow relative to Town Roads.

- u. Bob Gaudreau stated he felt the golf course was a big asset to his property and he also wants the road to go public. He went on to say that people are going to walk out of this meeting tonight and say the reason the road is not going public is because of the golf course and he does not want that to happen. The Selectmen said that they do not want that to happen either. Mr. Gaudreau said everyone wants to know exactly what the issues are. Attorney Mayer said it was spelled out in the four-page decision. There is no blame, the golf course was in place before the road. When the road was being created, everyone knew it was to be private based on all of the information in the records. There are no secret issues. It is simply that the golf course is there and has its interests, those interests can conflict with the Town's interests, and they are spelled out. Attorney Mayer said he does not want anyone going out of this meeting blaming the golf course.
- v. Marcia Campaniello stated the Selectmen said that throughout the meetings there were issues that were being researched by the Town's Attorney and, if the Town denied the acceptance of the road, they would identify the issues for the residents of Greenview Drive as to why the road was denied. She said what she is asking for is a list of issues so they can work through them and try to resolve them. Chairman Maxfield stated the issues have been repeatedly addressed. Mrs. Campaniello asked if she could get a list. The Board said they have addressed these issues in the four-page document that the residents have received. Mrs. Campaniello stated that she is trying to get a list so the issues can be addressed when the Town is petitioned to accept the road again, they will have addressed the items that the Board gives them. If there are more issues that need to be addressed and the Board denies the petition again, then they will address those issues and move forward with another petition. Chairman Maxfield stated this discussion has been going on for an hour and a half and the issues have been discussed repeatedly. Mrs. Campaniello said she wanted the specific list of reasons why the Town was denying the petition.
- w. Bill Leombruno, Jr. said he would like to thank Bob Gaudreau for speaking up for the golf course. He went on to say he wanted to remind everyone of the first residents meeting, where the golf course provided maps showing where their concerns were. Mr. Leombruno said a few days after the meeting they found out that a petition had been circulated stating that people wanted to have the road go public regardless of consequence. The golf course simply wants to keep the rights that they had.
- x. Ken Lorden said he had asked to see the easements at one of the meetings and stated that he has yet to be shown the documents.
- y. Mrs. Sherman asked what easements were causing the issues. She also discussed the settlement agreement that was recently recorded; which she stated was never notarized. Discussion ensued regarding the

settlement agreement document. Mrs. Sherman discussed some of the items that were addressed within the settlement agreement. She said she was told the road was going to go public once the subdivision was completed, the fire ponds were in, etc. Mrs. Sherman went on to say that she was told this by Mr. Bouchard and Mr. Crowley. She said that the Town should look at the needs of residents of Greenview Drive as well as the golf course.

- z. Chairman Maxfield referenced page 3 of the notice of decision relative to the issues or decisions as to why the Town denied the petition.
- aa. Attorney McCue stated he wanted to apologize to Selectmen Bowles and Ives for implying that the Town had any liability or maintenance responsibility up to this point, as it is not the situation. He said that at this point it appears that his client and the residents of Greenview Drive need to work this out. Selectman Bowles said if Ms. Crowley and the residents of Greenview Drive work to address the issues and come back with a petition to the Town, with all of the items met, the Town will have Attorney Mayer review the information, obtain other opinions if needed, and advise the Board of his findings; the Selectmen will then provide their decision to the residents of Greenview Drive. Attorney McCue said the 15<sup>th</sup> tee will not be moved from across the road and that will remain an issue.
- bb. Alan Gray asked the Board to review the last paragraph on page 4 of the decision document relative to the statement “The Board is willing to entertain a future petition at such time as Voted Road is improved and approved as a class V, Town –maintained highway, thereby providing access to Greenview Drive”. The Board stated that this is listed as an option. Mr. Gray said it sounded like the only way the Board would entertain another petition was to upgrade Voted Road. Selectman Bowles said the Board just made the statement that it was listed as an option.
- cc. Chairman Maxfield discussed Voted Road.
- dd. Ken Lorden asked if the Board would provide Attorney McCue with a list of items to be addressed so that they can begin the process of addressing the issues. They will then bring forth another petition once the items have been addressed, for the Town to accept the road. Attorney Mayer said the list of items to be addressed are in the notice of decision. Mr. Lorden asked if all of the issues were included in the notice of decision. Attorney Mayer said he believed that they were.
- ee. Sue Witham said she had the notice of decision and she questioned if the ditch and water sheeting was one of the problems. The Board and Attorney Mayer stated that yes it was, as it was part of the document. Mrs. Witham said that the lack of ditches was a problem. The Board agreed. Mrs. Witham said that sheet runoff was a problem. She went on to note where the document says, “any sand and salt will flow out into the golf course or the pond serving the course” and asked what the problem was there. Attorney Mayer said if you salt your well, you

cannot drink it; you salt the pond, you cannot irrigate. Mrs. Witham said that the salt should not have to be a problem. The Selectmen said that the Town could restrict the salt, but then there would be the issue of the sand buildup. Mrs. Witham asked if the Board had looked at the solutions to see if they would work. Chairman Maxfield stated the applicant should be the solution solver, not the Town, and the Selectmen have mentioned that before.

- ff. Bob Landry stated he felt that there were enough resources within the room to look at the possible solutions that might work for everybody. He suggested getting a small working group together. Mr. Landry said the one question that he is concerned mostly about is the 14<sup>th</sup> tee up along the edge of the road with the possibility of the ball going to the right, which may end up near the road. He stated there was a way to move the 15<sup>th</sup> tee and funds to make that happen would be cheaper than upgrading Voted Road. Mr. Landry discussed the drainage issues. He stated he felt that by working together the issues could be resolved. Chairman Maxfield talked about walking the golf course and Mr. Leombruno trying to get the 14<sup>th</sup> tee to be less of an issue. He went on to say that one of the first things that was said was that every developer who comes before the Board for the Town to accept their road has already addressed and solved their issues. If Ms. Crowley, as the petitioner, had solved these problems, this meeting would probably not have had to take place. Mr. Landry said he agrees and understands. It is not a typical development road and if a smaller group gets together and works towards resolving the issues, he feels it can be done.
- gg. Marsha Campaniello asked if the Town was willing to work with the golf course, why weren't they willing to work with the residents of Greenview Drive. Selectman Bowles said he didn't feel the Board was saying they were not willing to work with the residents of Greenview Drive and if the residents wanted to address the issues and submit another petition, with all of the issues and liabilities addressed, the Board would have Attorney Mayer review the information, and then make their decision.
- hh. Chairman Maxfield reminded those present that the golf course has the right to operate as they had in the past. A member of the audience stated the golf course should be part of the smaller group talks. The Selectmen stated they could not require that anyone participate in any discussions.
- ii. Mrs. Sherman asked if the Town was willing to bend a little if the residents were willing to bend a little. The Board stated that they could not answer that question, as it was an open-ended question. They stated that the Town has already gone above and beyond what is required. The Board said they are willing to listen to suggestions and possible resolutions. No one is trying to be unreasonable by trying to deny anyone of a public way. Unfortunately, things have not met the

requirements and it is putting the Town in the line of huge liability. Mrs. Sherman talked about the benefits of accepting the road relative to the Town collecting more funds due to the increase in road miles.

- jj. Karen Landry stated it sounded to her like the residents of Greenview Drive should be talking with Attorney McCue and Ms. Crowley regarding working together to resolve these issues.
- kk. Marcia Campaniello stated they could appreciate that the golf course is a business and they need to run their business, but the residents of Greenview Drive have a vested interest, the majority of their personal assets are invested in the property on that road. She went on to say if you add up the personal assets it is greater than the value of the golf course. Mrs. Campaniello said she does not think of the golf course as the enemy, and just wants to work the issues out between the residents of Greenview Drive, the golf course, Ms. Crowley, and the Town.

III. The Board began their review of weekly correspondence.

- a. The Board received confidential correspondence for the Board's review.
- b. Selectman Bowles received a congratulatory letter from U. S. Senator Judd Gregg on his re-election.
- c. The Board received the newly revised personnel policy from the Library for their review.
- d. The Board received a request from Town Clerk Terry Hamel for a refund on overpayment of motor vehicle fees from the prior fiscal year. Selectman Ives moved to reimburse Mr. Buttrick for overpayment of motor vehicle fees from the prior fiscal year in the amount of \$148.00. Seconded by Selectman Bowles. All in favor. Motion carried.
- e. The Board received \$60,000.00 from NHIS and the Bahre Family for the 2007 High School Seniors and College Scholarships that are given out. The Board thanked NHIS and the Bahre Family for their generosity and continued support of the Loudon residents who receive these scholarships.
- f. The Board received memos from Bob Fiske and Jean Lee regarding the Junkyard Permit renewals.
- g. The Board received copies of legal correspondence regarding Alvin Davis's appeal.
- h. The Board received copies of the March ZBA Minutes as well as copies of the Cate Van Committee Minutes.
- i. The Board reviewed past due ambulance bills. Selectman Bowles moved to forward past due ambulance bill account #35458 in the amount of \$535.60, account #34165 in the amount of \$242.27, account #34660 in the amount of \$493.10, account #34618 in the amount of \$552.60, account #32141 in the amount of \$561.10, and account #34158 in the amount of \$527.10 to collection. Seconded by Selectman Ives. All in favor. Motion carried.

- j. The Board received copies of a proposed Town Office/Town Hall floor plan for a modular building that can be leased. This plan was received in the mail.
- k. The Board received information from the NH Bond Bank for review.
- l. The Board received Legislative Bulletin #14.
- m. The Board received information on mini courses being offered by DRA.
- n. The Board received the State Emergency Management Newsletter for review.
- o. The Board received information from the Census Bureau on an upcoming workshop.
- p. The Board received information on Community Development Block Grant program.
- q. The Board discussed tax-deeding information. The Board will address any questions with Tax Collector Helen McNeil.

Selectman Bowles moved to adjourn the meeting at 9:38 PM. Seconded by Selectman Ives. All in favor. Meeting adjourned.

THE LOUDON BOARD OF SELECTMEN

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Roger A. Maxfield, Chairman

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Steven R. Ives, Selectman

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Dustin J. Bowles, Selectman