

~~Unapproved~~ **APPROVED**
Candia's Selectmen's Public Meeting Minutes
December 22, 2014

Attendance: Chairman Carleton Robie, Vice-Chair David DePuy, Selectman Dick Snow, Selectman Boyd Chivers, and Administrative Assistant Andria Hansen. **Absent:** Selectman Amanda Soares.

Approval of Previous Minutes: Public meeting minutes of 12/08/14. Selectman Snow moved to approve the Selectmen's meeting minutes of December 8th, 2014 as amended. Seconded by Selectman DePuy. All were in favor. Motion carried.

The Board to discuss tax deeds status. Chairman Robie recused himself from the conversation. **Meeting with auctioneer:** Selectman DePuy noted they have received two proposals from auctioneers. He invited representatives from the auctioneers to be here this evening. The representative from Paul McInnis was unable to attend. Mike Carey from Tranzon was present. Selectman DePuy explained deeds have been issued to the town and they are still in the 90 day redemption period. They have gotten two proposals from auctioneers. The percentages asked were the same which was 10%. He didn't see anything in the Paul McInnis proposal where the town would be liable for expenses. He asked Mr. Carey to discuss and explain his proposal to the Board. Mr. Carey explained they conduct 100's of auctions per year. Anything from tiny vacant lots to failed condominium projects in downtown Boston. They do most of their work for institutional clients, banks, accountants, attorney's, estates, and municipalities. They have a process. One of the reasons municipalities like auctions is because they are very open and they are very clear about what they are doing and who they are doing it for. They are very open and transparent. He has nothing bad to say about any of his competitors and he felt they all do a fine job. Most auction firms for municipal work charge a buyer's premium in addition to the high bid. This is an additional 10% paid by the buyer. For example, if someone bids the high bid of \$1,000 the purchase price would be \$1,100. The auction company collects a portion of that. They typically offer a portion of that to any professional real estate agents in the industry. One way they make sure they are reaching out to any folks in the market place is to make sure they reach out to professional brokers who have clients who are always looking for real estate. So there is commission sharing, which is a cost of doing business for him. He mentioned marketing and where he spends most of his time is a third, a third, and a third. One third is talking with clients, answering questions about property and promoting property, a third is direct sales, and the other third is advertising and marketing. When you hire their team, through their experience of selling hundreds of properties a year, they'll put together an advertising and marketing campaign based on their experience and knowledge. They recommend print and digital, a lot of what he calls gorilla marketing. They'll tell them what it is going to cost, but it's a cost to the sellers in addition to their fees. They don't make money on this, it is not a markup. They only make money when they actually sell things. This is a pretty good summary of what they do and how they do it. Selectman Snow said looking at the package would this be something that would be extremely profitable to you or are you just doing it because. Mr. Carey replied they sell a lot of real estate, so he has a pretty good guess of where something is going to land based on what it is, where it is, and assessed values. Sometime's he sees things take off when they don't expect it and sometimes he sees things fall flat. It is the art

and mystery of his business. The land locked piece, there probably won't be many buyers for that. There is a single family home with lot next door to it. He looked at this and felt it should be one auction. He would doubt from his perspective, based on the sizes of those lots, there is a lot of value in trying to break it up. One benefits the whole more than the other. The other two properties were just land parcels. Selectman Snow said Mr. Carey gave them a cost of \$1,000 as the upfront cost, is that an estimate or a fixed price. Mr. Carey said that it is a fixed price including the advertising. Selectman Snow said he would like to discuss the competition. Tranzon is roughly a thousand dollars over the other one. The other terms seem to be the same. In his perspective Tranzon has suggested that they don't need a reserve nor do a minimum bid. He is adamantly opposed to not doing it with a minimum bid. Mr. Carey asked if they were comfortable with the three areas of pricing in an auctioning world. One being no reserve (or absolute), the other end of the spectrum is subject to confirmation so the town can accept or reject the high bid whatever it may be. The medium ground is what he calls the minimum bid or disclosed minimum bid. This is the opening bid and if only one person bids this amount they are going to buy it for that. Selectman Snow said he would be happy with that. Mr. Carey said they do that quite regularly that's the middle ground and he describes it as the way to minimize exposure. Selectman Snow said they haven't put a minimum amount on it. Mr. Carey would like to know what the minimum is from a counseling standpoint. At the end of the day the Selectmen are the sellers, so it is up to the Board on how they want to do it. Selectman DePuy asked what other communities in tax sale situations do. Mr. Carey said it runs the gamut. It depends on what the Board's ultimate goal is. There is really no way to get the buyers attention than to go no reserve and typically this generates the most inquiries. He hasn't dug into these parcels that deep, but they usually aren't the best pieces of property. The town wouldn't have ended up with them in the first place. The medium ground works very well for this and he does advocate for that. There are a lot of municipalities that go no reserve because from their perspective, it is all relatively found money and it's guaranteeing that it gets returned to the tax roll. They don't want to hold these for the next twenty five years and they aren't looking to profit on the long term gain. Their goal is to get them back on the tax roll and start collecting taxes again. This is the rationale he hears from other municipalities. He will work for the Board and they won't get any push back from him. He may give the push back on the actual price, but that is part of why they hire him. Selectman Snow asked if the minimum bid was consistent with reality, because the reserve says they have the right to say no. The minimum bid says the beginning bid on the properties is what they start with and if they don't get that bid you don't sell. Mr. Carey replied that was correct. Selectman Snow said the other thing was no reserve and no bid and he sees that as number one. They haven't taken deeds for a long time. They want to get back to the taxpayers that which was owed plus costs. In his mind this becomes the minimum bid. He sees going with a minimum bid cuts down the people who might be interested. The audience they get will be those people who looked at the properties and see a value higher than the minimum bid. From the perspective of us taking taxes, he has a problem with taking property from someone and selling it for taxes. The tax rate is roughly 2% which theoretically means fifty years. There are guys that play the game and don't pay their taxes and they wait. Their property goes to auction and they get it for a price which is less than what they would've had to pay in the normal process. This is not fair and that is where he is coming from. Selectman DePuy understood the bidding is done on line and it is open for a period of time with the deadline set. Mr. Carey said it is part of the marketing; they have a very prolific website. They have thousands of views per day. The bidding happens on line. They find for properties

this size this is the most convenient way to do it. The other option is to require people to show up on a certain day and a certain time. Since the world has gotten busier, it has gotten harder and harder to do that. Typically they open the bidding half way through the marketing campaign which is four or five weeks. The registration process is low barrier entry, but this is done intentionally. They need to be a person that is real and has a valid credit card. The bidding process will start at a prescribed number. Then it runs much like eBay, up to a certain hour on a certain day. They have some fail safes built into the system. What has happened is that on line auctions have grown. They have put in snipping software, so they don't have last minute bidders i.e. they have a deadline of 11:00 am and someone bids at 10:59 am. It automatically extends 15 minutes, so it eliminates that incentive for people. When the auction closes they send out purchase and sale agreements for people to sign digitally and then email it to the town office. They collect 10% of the bid price non refundable. They typically mandate that folks close within 30 days. The only contingency that is important to pay attention to is a good insurable title. This means they own the property and they have the right to transfer it. They can buy title insurance which buyers care about for properties like this. Selectman Snow asked if this was an additional cost. Mr. Carey said they put that cost on buyers. You could say they pay for their own title review and insurance. If they are going to go through the whole process, it's very unlikely they are going to get anything close to fair pricing if you can't get title insurance on a price of property. It may behoove the town to spend the couple of hundred dollars to have good title before they move forward with anyone. They can wait until they have a property under contract and let the buyer spend the time and energy to do that. They may come back to you and say there is a defect and the town will need to fix it. Selectman Snow thought they should have the town attorney look at this. Selectman DePuy didn't know if it was the town counsel or some title company that would run the title. Selectman Snow said it still comes through town counsel, its part of his retainer. He asked Mr. Carey about the retainer. Mr. Carey said there is a 10% buyer's premium. He explained the high bid is \$1,000, so the purchase price would be \$1,100. It would put \$110 in escrow with him. At closing they would be required to pay the town the difference. Selectman Snow wanted to know if all of the bidders put in money so you know they have skin in the game. Mr. Carey said not on line, they collect the deposits post sale. Selectman DePuy asked if there was anything else he needed from the town besides good title. Mr. Carey said he would provide the town with legal documents they have and would suggest they use. It is really up to the Board and their counsel. Selectman DePuy noted they asked Jim St. Jean's company for a bid and they did not respond. He mentioned that Paul McGinnis didn't mention expenses and is that normal. He wondered if they left that out of their proposal. Mr. Carey reviewed their proposal. He noted they explicitly say the opposite. Selectman Snow said you are asking us to pay you \$1,000 to do the marketing and Paul McInnis is saying they will do it for nothing. Mr. Carey replied then the Boards question should be what Paul McInnis is going to do to market the property. He asked does Paul McInnis Inc paying for it maximize the town's dollar or do they feel it's more transparent by him telling them the cost to do it and showing where the money goes. Selectman Snow said if they give him the \$1,000 to market it then they can have expectations and with the other auctioneer they can't. Mr. Carey explained the way they handle it is they collect half the money up front and then advance the remainder. If nothing sells and nothing meets their reserve, they will send an invoice for the remainder of the marketing. Selectman Snow asked if they pay him half and if the property doesn't sell they don't have to pay the other half. Mr. Carey said that was correct. Selectman Snow asked if they would be giving quit claim deeds. Mr. Carey said he wouldn't expect anything more than that.

A quit claim deed with title insurance is pretty comfortable for those buyers. If not they are not familiar with tax sale purchases. Selectman DePuy thanked Mr. Carey for attending the meeting. Mr. Carey asked if they had a sense of when they might make a decision. Selectman DePuy said either this evening or the next meeting. **Tax Deed discussion continued:** Selectman DePuy explained that he asked Tax Collector Stamatelos to attend the meeting to bring us up to date as to where we were in the process. They had eight notices go out by certified mail. He asked of those eight how many came back signed by the owners. Tax Collector Stamatelos explained everything came back for 308 Raymond Road unsigned and undeliverable. The one for Critchett Road came back unsigned and undeliverable. Selectman DePuy asked if any came back signed. Tax Collector Stamatelos noted that Lemay (land only on Depot Road) signed his but sent back the envelope. The other one on Depot Road didn't have a good address. Selectman Chivers said they need to send it to his son. Administrative Assistant Hansen noted she sent the notice of sale to his son last week. She hasn't seen a signed card yet. Tax Collector Stamatelos mentioned the land only piece on Old Candia Road came back signed. The land only properties on Donovan Road (two pieces) were signed for. Selectman DePuy noted those properties that the Board decided to keep. Selectman Chivers added they agreed to not go to sale on those. Tax Collector Stamatelos explained once they deeded it, the town owns it and they have to notify the property owners that the town is taking it. Once she deeds it, it's in the Selectmen's hands. Anything they do after that she's not involved in. Selectman DePuy thought they have a 90 day right of redemption. Selectman Chivers said they actually have a three year period of redemption after it goes to the town. They're not trying to sell it to a third party. So that 90 day period arises when they are selling it to a third party. They have three years to redeem it from the town. Tax Collector Stamatelos said she has to let the property owners know if the town decides to take their deed. If they don't respond and we don't hear from them then the town owns the property. If they decide to sell it then the Selectmen's Office sends out the notices. Selectman Chivers asked Tax Collector Stamatelos if she got anywhere with the IRS liens. Tax Collector Stamatelos said she didn't reach anyone by phone, but she will send them the request to discharge the lien. Selectman Chivers thought that would take some time and in theory they should have given them notice before they took the deed. Now they are accountable for the equity that was in that property when they took it, so the IRS could come to them and ask for the difference of the fair market value of the property and what the town's claim is. This complicates things. Normally what you do is notice the IRS before the town takes the deed. This gives the IRS the opportunity to exercise its redemption rights and pay the town off and sell it to someone else. They didn't do that and the town acquired the deed to that property subject to the IRS's \$200,000 claim. This is the problem now. They need to get a discharge on that lien before they can offer it to anybody. They have to get that resolved first. He mentioned the meaning and intending clause in the Tax Collectors deed seems to be wrong. He asked if she could clarify that. He specifically questioned the date of December 1971 (Martin deed). They never acquired the property by deed in 1971. It should say "meaning and intending clause to describe and conveyed to Raymond and Sally Martin by deed dated ... ". The problem goes through every one of the deeds they accepted. They need to get them cleaned up, because they are defective. Selectman Snow asked if he looked at the book and page. Selectman Chivers said that is the book and page by which Martin obtained the property. Selectman Snow said it would still describe the property, because Martin hasn't sold it. Selectman Chivers clarified the property has never been conveyed to the Town of Candia in 1971. Selectman DePuy asked when the 90 day period ended and did she know the date. Tax Collector Stamatelos said her

office deals with that when the deeds go to the Selectmen's Office. Selectman Snow asked Tax Collector Stamatelos if she could give the Board all of the numbers of the old taxes plus the costs that were associated so far. The four they are talking about that are going to auction. Selectman Chivers said he sent a spread sheet. Tax Collector Stamatelos said she put the original invoice amounts, the 12% that was created, the invoice amount when it was liened, and the 18% after that. It is updated to that point. It was noted that the 15% accruals needed to be added to the spreadsheet. Selectman Chivers said as soon as they complete that they will know what the minimum bid amount will be. Selectman DePuy suggested they might want to contact town counsel and tell him what we have done to this point and get his advice on how they might proceed further. Selectman Snow said the only question that has been raised tonight that town counsel might answer is are the deeds invalid that have been presented to us. When you think about it there is no other way you can reference something that is in the registry. They never sold it, so how could you describe it. Selectman Chivers said it was the deed conveyed to them on that date. Selectman Snow said it would just be a change in the wording then. Selectman DePuy wasn't sure if that was a title defect, it is something town counsel could tell us. They need a marketable title and they need to make sure they have done the process correctly. They need to have a good and marketable title, so they can get title insurance. Selectman Snow said they don't have any title insurance on it and they didn't pay anyone to insure the titles. Selectman DePuy questioned if they should. A question like this could be answered by a title insurance company. It was the consensus of the Board to refer to town counsel. Selectman Chivers said he still has grave reservations about this Board going forward, auctioning off properties in which a member of this Board indicated an interest and feels qualified to bid on it at an auction. He felt they have no higher duty than to preserve the reputation and integrity of this Board by getting some kind of advice on whether this is proper and comports with New Hampshire law. He has a friend that is a retired attorney and his recommendation was that they summarize all of the facts in this case and they get an opinion from the New Hampshire Attorney General. Selectman Snow suggested they talk with town counsel about all of those things first. Selectman Chivers said the Attorney General is the one that has the last word on whether what we're doing comports with New Hampshire law. They aren't asking advice from our town counsel; we are asking advice for from the law official for the entire state of New Hampshire. If he says what we are doing is right and proper than this whole entire process can withstand any kind of public scrutiny. Selectman Snow replied if he gives you that opinion he is implying that he is going to defend it. The Attorney General's Office is not going to defend something you are doing. Selectman Chivers said he wasn't asking him to defend it, he was asking for a legal opinion. Selectman Snow said if he gives you an opinion then it's a legal opinion and he would have to defend it. He was just suggesting that the Attorney General is going to say "not my issue". Selectman Chivers said why not try it. Selectman Snow said they should talk with town counsel first. Selectman DePuy would suggest that they send that question to town counsel as well. He is concerned the Attorney General's Office would be required to give a formal opinion and their pretty shorthanded and focused on other things. Selectman Chivers agreed. They should summarize the whole fact pattern, get in touch with town counsel and meet with him if they have to and get his take on the whole thing. Selectman DePuy said he would like to meet with Tax Collector Stamatelos and write a summary of where we are and propose he send it to town counsel. He'll put a copy of the draft in everyone's bins. If they are okay with it, he'll send it to Bart and if not they will wait on it. Selectman Chivers said his concern isn't the technical aspects of it; it's the appearance of a conflict of interest which he is trying desperately

for this Board to avoid. Selectman DePuy understood but if someone recused them self it's because there is a conflict. Whether that effects what they can do later, he didn't know. He would say hopefully town counsel would have the answer to that. He would put this question in the draft of his letter as well.

Chairman Robie to give update on 23 Main Street. Chairman Robie explained he went back to Mr. McCoy with an offer of \$359,000. Mr. McCoy brought it to Mrs. Fitts and he came back with a counteroffer of \$395,000. This was their counteroffer. They started at \$449,000, the counter with \$204,000. Then they counter with \$425,000, we counter with \$250,000 and they counter with \$395,000. Selectman Chivers said for that kind of money he thought they could explain to the Town of Candia. At Deliberative Session explain exactly what it is they are doing with property, what kind of condition the house is in, and what it would take to develop that property according to plan. They would have to answer to the town what it is they intend on doing with the property. Selectman Snow agreed with that general concept. The property adds value to the town. They need to tell the town what it is they are going to use this for. This is a perfect property for a safety center, one that could take the fire department and the police department. It is a perfect opportunity for an expanded town office building. It is also a perfect opportunity for us to get a salt shed and give the highway department a place there. For the size of the property and its location he would be willing to support a warrant article to the town to see if they would expend \$395,000 for public use. The only contingency is there would be no other uses for that property without the vote of the town. Selectman DePuy said if the town has a need for that property and it fits into an overall plan that they have then it would be appropriate for us to buy it for some amount. He thought this amount substantially too high by a substantial amount. However, if they don't have a present and foreseeable use and the town is looking for an investment for commercial use to pick up the tax load then he would say fine if someone else buys it. If they have a need for it he would be willing to pay a premium. He thought this price was too high. They can put it on the warrant and let the town decide. Selectman Snow agreed and they should ask the town whether they want to spend the money or not. Selectman Chivers asked what they would do with the house. Selectman Snow thought that was irrelevant. Selectman Chivers replied they can't decide what they want to do with the old library. They need to go into this with their eyes wide open. Do they want to subdivide the house or make an office building out of it? He noted they don't need a safety center this year, maybe next year. Selectman Snow said he won't vote for anything that will sell off a piece of it. Whether we tear it down or rent it that is something that can be decided next year. Selectman Chivers said lets proceed with an end in mind. Selectman Snow said why don't they see what the town says about it. They should have a chance to vote on it and discuss it. Selectman Chivers said and we should have some answers. Selectman Snow said the answer he will have is there will be no other use than public use. They are going to use it in the future and here are the options. If they want to do it all next year then they can, if they want to a piece at a time they can, but that is next year. He thought they could do the same thing they did with the property near the school and pay for it out of the unreserved fund balance. If they don't like that when the people go to vote they can vote against it. If he got what he wanted then he could vote for it. Selectman Chivers questioned if he wanted to take \$400,000 out of a 1.2 million dollar unreserved fund balance to pay for that. Selectman Snow said that is a question for the town. Selectman Chivers said out of the 1.2 million \$500,000 is uncollected taxes. Selectman DePuy said he was not in favor of the town becoming a developer. He didn't want us to buy property with the intent later of selling it off.

He's only in favor of putting this on a warrant article if this property is going to be bought by the town and kept by the town. Selectman Snow said he agreed with that completely. Chairman Robie said they should first agree on whether they should accept the counteroffer or not. Do they want to go to the tax payers with a price tag of \$395,000? The comment to the citizens would be with no intended purpose. This is the only comment they have as Selectmen to give to the tax payers. Selectman Snow said they generate the warrant article and the one they generate says for the future use of the town. He thought they should put in the warrant article that it would be funded by the unreserved fund balance. Chairman Robie said if they want to pay for this in one year they need to be concern about the 10% rule in the warrant article and \$400,000 is over our 10% rule by \$150,000. They can only increase the operating budget and warrant articles by 10% at Deliberative Session. Selectman Snow clarified if the Budget Committee approves it then it doesn't count. If they say no then they have to worry about the 10% rule. Chairman Robie said it would be nice if the Budget Committee was in favor and they could take the \$150,000 from the fund balance and the warrant article will say that. Then they will only have to appropriate \$250,000. He felt asking for \$400,000 in a warrant article is too much money. *Selectman Snow motioned that the town move forward and accept the counter offer from the owners of 23 Main Street property subject to the development of a warrant article that restricts future use of that property to town use.* Selectman DePuy thought this was \$100,000 more than what they should pay. If they paid \$300,000 it would be a \$95,000 premium. Selectman Snow said they aren't going to accept \$300,000. They are saying do they want to take this to the town or not. They are the ones who are going to vote for this. Citizen Linda Bergeron said they could counteroffer again. Fire Chief Young said they could and they could see if they could get the number down. This has to be in the tax payers court, the Board needs to let the citizen's vote on it. You can't deny them that, but it also has to be a decent price. He thought that \$395,000 was a little steep. This is definitely worth \$350,000 and the list of thing that could be done with that property is infinite. It probably something we won't be alive to see over there but they should own this property. Selectman Chivers said if this Board doesn't support a warrant article nothing is stopping the Fitts from getting enough signatures on a petition and having a petition warrant article. They could put their own price on it. They are not the only ones that can present this to the Town of Candia. Fire Chief Young understood but they are dealing with the Board now. Selectman Snow said the property is on the market and they need to bit the bullet and see if we want to present this to the voters. The Fitts are not going to go below \$395,000. If this is to high and the people vote against it, they've lost out. Chairman Robie liked the \$359,000 but he thought they should put this to bed. He would counteroffer with \$359,000 and have the warrant article written for the January 12th meeting and hopefully they are going to accept this offer. They have been at this for six weeks. Selectman DePuy asked what the condition of the house was. Chairman Robie said poor. Selectman Snow offer to change his motion. *Selectman Snow motioned to counteroffer with \$359,000 and on January 12th they can make a decision.* Chairman Robie said if they could avoid another counteroffer it would move them forward. He thought \$359,000 was the number. Selectman Snow said let's let him try to counteroffer. *Seconded by Chairman Robie. All were in favor. Motion carried.*

The Board to consider encumbrances with department heads. Recycling Center Closure: Chairman Robie said when they accept Daniel Ladd's contract it was \$112,534. The cost of the job came in \$127,759. There were some credits that equaled a little over \$3,000. The total job was \$124,329.99. They paid him some money and paid it down. They need to encumber the

retainer they held from Daniel Ladd until spring to complete the job. The amount they need to encumber is \$7,736.59. They need to pay Stantec and he wants to encumber \$4,500 for Stantec. It is a total of \$12,236.59. After they take away these two things the approximately \$154,000 remaining in the operating budget. They need to do payroll and accounts receivables next week and they are going to average that at \$80,000. This leaves approximately \$74,000 in their operating budget. **Smyth Memorial Library:** They have an invoice from the Old Window Restorers for the Smyth Memorial Building in the amount of \$7,450. The quote says \$8,450 but they have paid a deposit of \$1,000. Chairman Robie asked the Board if they were willing to encumber those funds out of the operating budget, because this job won't be completed by the end of the year. It was the consensus of the Board to encumber the money. **Police Cruiser:** They budgeted \$12,500 for a police cruiser in the 2014 budget. A cruiser hasn't been bought and the money is still there. Chairman Robie explained the budget the Budget Committee approved and the default budget is about \$100,000 apart. If they could encumber a complete cruiser for \$28,000, they can take it out of the 2015 budget. This will bring the numbers significantly closer. Selectman Chivers said this would eliminate the risk of the default budget being passed. Chairman Robie agreed and at this point it is the Budget Committee's recommended budget that goes to ballot. There was some further discussion on the budget and the cruiser encumbrance. The Board agreed to encumber \$28,000 for a police cruiser. They will need an invoice from Chief McGillen before December 31st, 2014. **Fire Department – fire supply line:** Chairman Robie explained last year this Board encumbered \$3,000 for the water supply line which didn't get used. They can encumber \$3,000 out of the 2014 budget for the same purpose. It was the consensus of the Board to encumber \$3,000 for the water supply line. **Old Recycling Center – clean up:** Chairman Robie said there was discussion about getting the concrete pads out, the fencing down, and get the area to the left of the cap cleaned up. He would like to encumber \$10,000 to complete that. Selectman Chivers thought they should finish this. Selectman Snow said he has a warrant article that suggests they should close out the closure fund. He felt before they encumber anything they should take all of the money out of closure fund. If they take it out next year and goes to the general fund, he doesn't care. Chairman Robie thought they could leave the open until the springtime. Close out that fund getting this project done and use the encumbrances to finish paying for it and then we'll be done. Selectman Snow would like to close out the fund on this year's warrant. Chairman Robie said he would rather not, because we haven't finished yet. When they are finished they will close out the account. Selectman Snow asked if Doug Kemp was ready to close out on his estimate of the closure. Selectman Snow said then that fund is only for the decommissioning and nothing else. He thought they need to take out all of the money this year and pay for whatever we can out of that. Chairman Robie said they would pay some of Daniel Ladd's retainer out of that fund in the spring and that will close out the fund. Selectman DePuy asked if they were going to get a bid from someone, so they know what the cost is actually going to be. He is going to have Mr. Ladd come down in the spring and re-grade some of that loam, remove the silt fence and grade the edge. He will have him give him a quote. It was the consensus of the Board to encumber \$10,000. **Storm clean up:** Chairman Robie mentioned Thanksgiving Day storm caused a lot of tree damage. The Highway Budget has been expended in 2014 and he asked Road Agent Lewis to give him an estimate. He asked if the ground stayed bare and the weather was decent he asked how much it would cost to get the brush cleaned up. Road Agent Lewis said about \$6,000. Selectman Chivers agreed and they are going to spend that money whether it is this year or next year. Chairman Robie thought they could do a little preventative maintenance, so when it does snow the trees don't fall in the

road. It was the consensus of the Board to encumber the money. **Backflow preventer:** Selectman Snow said they need to get a backflow preventer on the feed that goes over to the bathrooms in the park. He would like to encumber \$450 for this. He felt this was probably required by code. Chairman Robie asked if he wanted to take it out of the parks budget which they substantially increased for 2015. Selectman DePuy would encumber it for \$450. It was the consensus of the Board to encumber the money. **Lighting for the skateboard park:** Selectman Snow said he got an estimate for what it would cost. He got a quote from Hetzel Electric and if he wants to put in high pressure sodium it is going to cost \$1,400. If he wants to put in LED lights it is going to cost \$2,100. He is almost at the point where he wants to call PSNH and have them put it in. He would like to encumber \$2,450 to get PSNH to put in the pole, run the wire, and hook it up. It would be roughly \$18 per month. Selectman DePuy said he is in favor of that and it is kid friendly. He is concerned that the population at the Moore School is declining; this is a great town for children to grow up in. He is sorry there are fewer children growing up in Candia. He would like to send a message to people with children that this town wants to do things to make this a good town for children to be. This is small money and kids are into this type of thing. Selectman Chivers said he couldn't reconcile this in his mind when there is a sign over there saying it is closed at night. The sign says it is closed between dawn and dusk. Selectman Snow explained the reason they have the rules for when it is open is that it allows the police department to watch what is going on opposed to somewhere else. The park has a benefit to it. Selectman Chivers said they have a rule over there that the park is not open after dusk. This is why he can't support a light over there, kids need to home. It was the consensus of the Board to encumber the money. Selectman Chivers asked Selectman Snow to change the sign.

The Selectmen to discuss and vote on proposed warrant articles.

ARTICLE 3. To see if the Town will vote to raise and appropriate the sum of Six Thousand Eight Hundred and Seven Dollars (**\$6,807**) in support of the **Rockingham County Community Action**. *Chairman Robie motioned to move Article 3 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 4. To see if the Town will vote to raise and appropriate the sum of Four Thousand Dollars (**\$4,000**) in continuation of its support of the **Visiting Nurse Association of Manchester and Southern New Hampshire**. *Chairman Robie motioned to move Article 4 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 5. To see if the Town will vote to raise and appropriate the sum of Three Thousand Two Hundred and Fifty Dollars (**\$3,250**) in continuation of its support of the **American Red Cross**. *Chairman Robie motioned to move Article 5 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 6. To see if the Town will vote to raise and appropriate the sum of One Thousand Eight Hundred and Fifty-Four Dollars (**\$1,854**) in continuation of its support of the **Lamprey Health Care**. *Chairman Robie motioned to move Article 6 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 7. To see if the Town will vote to raise and appropriate the sum of One Thousand Two Hundred and Fifty Dollars (**\$1,250**) in continuation of its support of the **Child Advocacy Center**. *Chairman Robie motioned to move Article 7 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 8.To see if the Town will vote to raise and appropriate the sum of One Thousand Dollars (**\$1,000**) in continuation of its support of **Big Brother/Big Sister**. *Chairman Robie motioned to move Article 8 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 9. To see if the Town will vote to raise and appropriate the sum of One Thousand Dollars (**\$1,000**) in continuation of its support of the **Child and Family Services**. *Chairman Robie motioned to move Article 9 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 10. To see if the Town will vote to raise and appropriate the sum of Seven Hundred and Two Dollars (**\$926**) in continuation of its support of the **Rockingham County Nutrition and Meals on Wheels Program**. *Chairman Robie motioned to move Article 10 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 11. To see if the Town will vote to raise and appropriate the sum of Seven Hundred Dollars (**\$700**) in continuation of its support of the **Aids Response Seacoast**. *Chairman Robie motioned to move Article 11 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 12. To see if the Town will vote to raise and appropriate the sum of Five Hundred Dollars (**\$500**) in continuation of its support of the **CASA** (Court Appointed Special Advocates for Children). *Chairman Robie motioned to move Article 12 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 13. To see if the Town will vote to raise and appropriate the sum of Two Hundred Twenty-Five Dollars (**\$225**) in continuation of its support of the **Retired and Senior Volunteer Program**. *Chairman Robie motioned to move Article 13 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 14. To see if the Town will vote to raise and appropriate the sum of Twenty Thousand Dollars (**\$20,000**) to be placed in the existing **Revaluation Capital Reserve** fund for the Future Revaluation of the municipality. Said funds to be expended under the direction of the Board of Selectmen. *Chairman Robie motioned to move Article 14 to the warrant as written and recommend this article. Seconded by Selectman DePuy. All were in favor. Motion carried.*

ARTICLE 15. To see if the Town will vote to raise and appropriate the sum of Five Thousand Dollars (**\$5,000**) for the first phase of updating the **Candia Master Plan** per RSA 674:3. *Chairman Robie motioned to move Article 15 to the warrant as written and recommend this article. Seconded by Selectman Snow. Chairman Robie, Selectman DePuy, Selectman Snow*

were in favor and Selectman Chivers was opposed. Motion carried on a vote of 3 to 1 (3-1-0). Selectman Chivers said he was opposed because he felt it was the Planning Board's jurisdiction. Planning Board member Al Hall suggested that Selectman Chivers read the Planning Board minutes of December 3, 2014. Selectman Chivers said he would do that. He asked if they were in support of a Master Plan. Planning Board member Al Hall said the issue was they were discouraged that the warrant article was shot down twice. They are looking for support on this.

ARTICLE 16. To see if the Town will vote to raise and appropriate the sum of **\$17,500.00** to the **Candia Youth Athletic Association** for the specific expenses of providing youth recreation programs to the children of Candia. Said expenses to be expended under the direction of the Candia Youth Athletic Association Board of Directors in accordance with the approved budgets. (Submitted by petition by CYAA) *Chairman Robie motioned to recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 17. To see if the Town will vote to raise and appropriate the sum of Four Thousand Dollars (**\$4,000**) for the operation and maintenance of the **Fitts Museum**. Said funds to be expended under the direction of the Trustees of the Fitts Museum. (By request of the Trustees of the Fitts Museum) *Selectman Chivers motioned to move Article 17 to the warrant as written and recommend this article. Seconded by Selectman Snow. All were in favor. Motion carried.*

ARTICLE 18. To see if the Town will vote to raise and appropriate the sum of One Hundred Fifty Thousand Dollars (**\$150,000.00**) for the **first phase of Chester Turnpike reconstruction**, starting at the Hooksett town line and working southerly towards Tower Hill Road. Said funds to be expended under the direction of the Board of Selectmen. (Submitted by the Road agent) *Selectman Snow motioned to move Article 18 to the warrant as written and recommend this article. Seconded by Selectman DePuy. All were in favor. Motion carried.*

ARTICLE 19. To see if the Town will vote to raise and appropriate the sum of Seventy Five Thousand Dollars (**\$75,000.00**) for excess **winter road maintenance**, these funds will not be used unless the operating winter maintenance funds are exhausted. This will be non-transferable appropriation. Said funds to be expended under the direction of the Board of Selectmen. *Selectman Chivers motioned to move Article 19 to the warrant as written and recommend this article. Seconded by Selectman DePuy. All were in favor. Motion carried.*

ARTICLE 20. To see if the Town will vote to raise and appropriate the sum of Thirty Seven Thousand Dollars (**\$37,000**) for the implementation of a **mosquito control program** designed to reduce the risk of exposure to mosquito-borne diseases such as EEE and West Nile Virus. *Chairman Robie recused himself from the vote. Selectman DePuy motioned to move Article 20 to the warrant as written and recommend this article. Seconded by Selectman Snow. Selectman Chivers said he is not in favor of this and never has been in favor of it. He felt it was a waste of \$37,000. Selectman DePuy thought it was geared more towards the school and parks. Selectman DePuy and Selectman Snow were in favor and Selectman Chivers was opposed. Motion carried on a vote of 2 to 1. (2-1-0)*

ARTICLE 21. To see if the Town will vote to authorize the Selectmen to transfer the management and responsibility for the following town-owned properties to the Candia

Conservation Commission, to be held forever in trust for the benefit and enjoyment for the citizens:

1. High Street (Map 404, Lot 118) acres off Donovan Road.
2. High Street (Map 405, Lot 042-2) acres off Donovan Road.
3. High Street (Map 411, Lot 038) acres off Donovan Road.

Further, to designate these properties, in accordance with RSA 31:110 as a part of the Candia Town Forest System. *Selectman Snow said they pulled out three of the properties from being auctioned based on the Planning Board's and Conservation Commission's recommendation. If the town wants to preserve those properties, they transfer management and control to the Conservation Commission and make them a part of the forest fund. They have done this with other properties. It will give the properties a measure of protection beyond just setting there and being under the forest fund will allow them to be timbered. Chairman Robie said he didn't like the word "forever". Selectman Snow motioned to move Article 21 to the warrant as written and recommend this article. Seconded by Selectman DePuy. Selectman DePuy, Selectman Snow, Selectman Chivers were in favor and Chairman Robie was opposed. Motion carried on a vote of 3 to 1. (3-1-0)*

ARTICLE --. To see if the Town will vote to rescind the Playground Maintenance trust fund established at the 1999 Town meeting pursuant to RSA 31:19-a, with any outstanding sums in the Fund to be transferred to the General Fund. *Selectman Snow motioned to move Article -- to the warrant as written and recommend this article. Seconded by Selectman Chivers. All were in favor. Motion carried.*

ARTICLE --. To see if the Town will vote to rescind the Incinerator Site Decommissioning trust fund established at the 1991 Town Meeting and repurposed at the 2008 Town Meeting pursuant to RSA 31:19-a, with any outstanding sums in the Fund to be transferred to the General Fund. *Selectman Snow said they had this discussion earlier. He would prefer that the Board take all of the money out now. Any other expenses for this can come from somewhere else. Chairman Robie said they can do that next year. Chairman Robie said his recommendation is that they leave the fund open and finish the job. They pay the retainer with these funds and the balance with encumbered funds. They can close it in 2015. It was the consensus of the Board to not put this article on the warrant.*

The Board to approve the holiday schedule for 2015. Chairman Robie moved to accept the town employee holiday schedule for 2015. Seconded by Selectman Chivers. All were in favor. Motion carried.

The Board to accept abutting Pond Park land. Chairman Robie said they have received a revised letter stating the Davis's were interested in "donating" the property not "selling" it. Selectman Snow said they need to determine what the process is. Is it 41:14-a or 31:95-b? Chairman Robie said they will ask town counsel. Selectman Snow stated he would like to combine this property with the existing Pond Park property. Chairman Robie said he was opposed to that. Chairman Robie moved to move this to town counsel and they will tell us how to proceed. Seconded by Selectman Chivers. All were in favor. Motion carried.

The Board to authorize payment of payroll checks and accounts payable checks. Chairman Robie announced the grand total of payroll and accounts payable checks for December 18th and December 24th was \$169,947.47. Selectman Snow motioned to accept accounts payable and payroll checks for December 11th and December 24th in the amount of \$169,947.47. Seconded by Selectman Chivers. All were in favor. Motion carried.

Next Regularly Scheduled Meeting Date: January 12, 2015 @ 7:00 p.m.

Selectman DePuy moved to adjourn at 9:10 p.m.