

Minutes

Albany NH Selectmen's Meeting

June 11, 2008

At 4:00 p.m., the Selectmen's meeting opened with Robert Mathieu, Daniel Sdankus and Jack Rose in attendance. Many Albany residents were also in attendance. The following business was conducted.

Appointments: Steve Knox 4:30 p.m.
Cutis Coleman, Bill & Richard Lake, Ann Croto,
Brad Donaldson 5:00 p.m

Regular Business:

- Reviewed & approved June 4 minutes
- Signed checks
- Reviewed LGC Liability and Workers' Compensation policy
- Reviewed oil & propane budget for the ensuing year from WMOP
- Reviewed letter from PSNH regarding new account numbers and bill formats
- Reviewed letter from Thomas Haas asking about ordinances
- Reviewed paperwork concerning modular homes
- Reviewed & approve letter from Mary Farnham asking to purchase cemetery stones for Jewell Cemetery
- Reviewed e-mail from Peter Malia stating that he cannot attend tonight's meeting

Miscellaneous:

Bob asked Jack if he had been in contact with Mark Keenan of DII Deli Market to see if he had removed sparklers from his shelves. Jack said Mark had removed the sparklers and he would contact him again about having his secondary signage removed. The AA could not find any ordinances barring of sale of fireworks. Bob remembers being forced to remove them from his store years ago. Dan agreed because he had to remove them from his store also. Bob remembers former Selectman, Hively, enforcing this ordinance. Brian Taylor said he thought that he was also on the Board of Selectmen at the time the ordinance was put into place. He offered to research his files at home to locate the ordinance.

Bob reported that he visited Les Horn's property at Tabor Circle. He said that the upper level of the house is correcting itself but not the lower level. Bob said he tried to contact the tenants to no avail. He said there were vehicles in the way so he could not reach the debris in order to remove it. Bob asked the AA if Les had contacted the Selectmen's office in response to the letter that was sent. The AA replied that Les had not contacted the office. Bob said he would try again to contact the lower level tenants.

Steve Knox:

Steve Knox approached the Board to update them on the progress of the Land Acquisition Committee. He reminded the Selectmen that the Town approved the warrant article for \$2000 for a special town meeting to discuss the land acquisition. Steve said it was time to move ahead. He reported that at the last meeting with the Conway Village District, he got a loose understanding that they would be interested in partnering with Albany to acquire this property. Steve said it is time to get something in writing from them while they are still interested. Next he said we have to decide where we want this to go and figure out what we want out of it and what they want out of it.

Steve is asking for a sense of direction from the Board before he again approaches the Conway District. Steve went on to remind the Board of the original intent between Conway and Albany was to split the land down town lines. At the last meeting that Steve attended with the District, he observed the idea they had about possible swapping some land so they could obtain the property surrounding the water towers on Bald Hill Rd. in return, Albany would own property in Conway. Another topic covered at the last meeting was that Albany and Conway both get monies collectively and have a common pool with which to purchase the land. Steve said he would like to see all of this articulated and in writing, a memorandum. Bob asked Steve if he were correct to say that Albany was designated as the leader in this acquisition. Steve replied that in fact, Albany would be the leader but again, all of these agreements were verbal and whatever funding was available would be done together. Steve also heard the Commissioners state that they might qualify for certain grants and as he understood it, it sounded like they wouldn't share the funds with Albany. This is why he would like everything to be verified in writing, soon.

Steve would also like some insight from Peter Malia on this issue. Bob asked about the timeline. Steve said that David Houghton's company, Innovative Natural Resource Solutions, LLC has the purchase and sales contract with The Kennett Company until October of 2008. After that, Steve said it might be possible to deal with Kennett Company solely. Steve felt the best bet

would be to deal with David Houghton because he is very knowledgeable about conservation funding. Steve also reported that it has been very difficult to contact David as he is very busy. He will continue to try to reach him. When Steve had spoken with David last, David thought that the best bet for a grant would be from the Ham Foundation for a possible \$100,000, then LCHIP and others toward the \$850,000 price for the land. Steve asked about separating the price of the property for the Conway land and Albany land. David said the value and amount of property between the two towns was pretty much equal.

Bob asked Steve if he thought that the Board should inquire to Northway and TDBanknorth banks to possibly utilize the Town's borrowing power. Steve thought this was a good idea and added that David didn't think we'd get the full \$850,000 in grants anyway. He thought that possibly, we could receive \$500,000. Steve added Albany will be looking at about \$200,000 to \$250,000 and what it comes down to is how will Albany pay for it? Steve continued to say that it's not too early to look into borrowing. We could also bond the full amount or create a capital reserve fund. Steve is also going to see about getting a timber survey from Kennett because it is possible to utilize timber income toward the price. Bob said he thought because of the conservation grants in place that we would not be able to utilize timber sales. Steve said we could use the land for conservation, recreation and timber with the available conservation grants. Steve said that it is possible that the timber income cannot go into special funding for specific projects within the property.

Bob said years ago, there was some Payment in Lieu of Tax money received by the Town from the sale of the Piper Trail Campground to the National Forest. This money, \$20,000, was placed in the NH Charitable Foundation and with interest the balance now stands over \$30,000. Bob went on to say that moving the funds has restrictive language and the Board does not have control over the money's spending although it can be used for a town center. Linda Gray of the Charitable Foundation spoke to Bob and told him if the money were to be used, according to the wording, it should happen now because only a member of the original Board can expend or move the money. Bob is the only remaining original Board member. Bob would like to see this money used toward the Land Acquisition.

Steve said because David Houghton's purchase and sale agreement with the Kennett Company expires in October, it would be wise for the Selectmen to pursue possible bank funding and options. Also, to get the wording of the Charitable Foundation changed so that the money within can be used toward the Land Acquisition. Steve said he would work on getting a written

memorandum signed from the Conway Village Fire District. Steve suggested that we get Peter Malia, town counsel, involved and have him work on the wording for the memorandum. He added that he wants it to be correct with all the t's crossed and i's dotted because time is running. Dan asked if all of the money would be due in October. Steve replied no, just the signing of an agreement.

Steve said at the Committee's last meeting Terry Miller of the Forest Service attended. Terry had made use of his contacts, and North Country Council, has volunteered to work with the committee regarding funding because of their interest in conservation and water preservation.

Bob asked Steve is he was satisfied with the progress thus far. Steve stated he would have liked to have had a deal nailed down by now but it's been difficult to get the committee together as everyone is very busy. Steve has also had a hard time getting in touch with David Houghton. Steve realizes also that for this to happen, it must receive two governmental approvals. One would be a Conway Village Fire District Meeting and second an Albany special Town Meeting approval.

Dan asked of the idea that Albany purchase it all and then sell to Conway, their portion. Steve thought that it was a good point because we would own the property in Conway that leads to Kennett Middle School. Bob said if time was an issue than maybe the Board should apply for a loan in the full amount of the purchase price. Bob stated that he has a lot of confidence in Steve's abilities. Steve admitted that borrowing the full amount would make it all around easier and cleaner. Bob said we could go for the \$850,000 for the sale and then go back to the District for the sale of the Conway property. He went on to say that two Board members could discuss it with the bank next week, and then it would be a go to get a special Town Meeting scheduled. Steve stated that if this funding were to go through, then the possibilities of grants will not be as likely. Lance Zack spoke and agreed that it would be less likely to receive grants if the Town were approved fully through a bank. He also pointed out that grants are not transferrable therefore; the sale to Conway could not take place.

Bill Lake suggested to the Board that they consult with Mark Hounsell, of Conway. Bill said that Mark is in favor of the acquisition and he has resources to seek out funding. Bill went on to say that Mark expressed interest as to who would end up owning the ski lift on this property. Mark would like to see this piece carved out of the equation and given to the Kennett High ski jump program, who would be interested in it.

Steve said that it's too soon for that because it's not known how the vote is going to go here or in Conway. First we should get a sense of the grants we can receive, and then we'll be better off. Lance Zack again spoke that there is a lot of merit with the bank approval. He advised to look to Irene Garvey of Abenaki Services. She is an environmental engineer and specifically deals with land acquisition.

Miscellaneous:

The Board received a quote from White Mountain Oil & Propane for the 2008-2009 heating season. The Board will wait for quotes from other companies including a co-op before committing to WMOP.

The Board reviewed the letter from Thomas Haas. He would like to place a minimum of three campers on his property on Johnson Rd. to accommodate 3 families. Concerns of the Board were as follows:

- Where does the gray water go?
- Where will the septic go?
- Is this going to house the families year round?

The Board would like to invite Thomas Haas in for an appointment to get answers to these questions. The AA will write a letter of such.

A letter was received via Kim Guptill, cemetery trustee. A woman from Wonalancet is volunteering funds to repair a stone and place two stones in the Jewell Cemetery in Wonalancet. She is not related to the people who are buried there. Bob remembered from last year's research that burial stones could not be fixed unless permission was granted from a living heir. He asked the AA to speak to Mary on this issue. The Board tabled the issue until next week when Kim will meet with the Board.

Cutis Coleman, Bill & Richard Lake, Ann Croto & Brad Donaldson:

Because Peter Malia, town counsel, could not attend this meeting, Bob stated that the Board will not discuss Richard Lake's amendments but would take them into consideration with an explanation of each. Bill said that basically the changes that Peter made are agreed upon; he just left out a few things. Bill would like to hand write the changes on the agreements and initial them to make them legal. Bob said the Board will review Richard's amendments but will not make any decisions on them. Jack and Dan agreed. Bob added that Peter will be invited to the meeting next week to finalize everything. Bob reiterated that this will be a general discussion and all changes will be

made through Peter Malia. Jack agreed and said no decisions will be made without the approval of Peter.

Purchase and Sales Agreement:

According to Richard and Bill Lake, paragraph 1 should read approximately 980' in length. Bill stated that it is 980 +/-, it's a curve and in order to clarify it, it should be 1000 +/- . Bob said that the footage should be on Paul King's plans. Curtis agreed that Paul's specs will show point A to point B and offered to take a wheel to it the next day. Also, Richard wants the word "town" removed from town road. Richard claims this road is not being built to town specifications and he agreed to sell an easement and build a road. Bob said that road construction contract will cover that. Bill said to add that the road will not necessarily be built to town specifications.

In paragraph 2, Richard wants the balance of \$64,000 due on or before June 25, 2008 because he is not interested in waiting until the 23rd of July. Bob stated the date was set because it was not known when the engineer would be finished with his work but it is done.

Richard would like paragraph 6 to be changed to say that if in the future and if the use for ingress and egress is discontinued for 6 months, the easement shall be cancelled and the easement shall automatically revert to the CVT, it's heirs and assigns. Bob asked for the reasoning behind this. Richard replied that he did not want a dead end road and it should be reverted back to the Trust if it is not used. Curtis Coleman said he would not want to have anything to do with that. Bob said that the contract speaks for itself and Richard would have to take it up with Peter Malia, then the Board would make the decisions.

Richard's amendment to paragraph 8 would be to replace the word shall with intended to be a Class V town road and added to it should be no commercial or industrial classification. Bill agreed stating it should have this language. Richard said that Golden Oaks is residential and because he has access to Route 16, he does not want it to be able to become commercial or industrial. Brad stated that he did not mind it staying residential and he would sign off on it in addition to a commercial gravel pit. Bob said this language does not have to be in the purchase and sales agreement if it is in a contract between Brad and Ann and the Lakes'. Curtis agreed that this should not be in the purchase and sales agreement. Bill claimed he was the seller and it was his right to have the wording in the agreement. Bob suggested it be discussed with Peter Malia.

On paragraph 10, Richard wants no turnaround except at the cul de sac and have it posted as a dead end. Bill said it was discussed the previous week and there will be a posting of a dead end or no outlet.

Paragraph 11, Richard amends say no parking within the travel lanes of the easement including school buses. Bob said there will be no discussion.

Paragraph 12, Richard wants to strike “to apply to the Town to” in order to construct driveway accesses. Bill stated he already has the driveway accesses and should not be required to apply again for them. He said he already knows he’d have to go for a site plan review. Curtis said that there should be a map showing locations for these driveways and it should be done before any signing.

Bill stated that in paragraph 13, the signage was already discussed. Bob and Jack agreed with Bill.

Paragraph 15, Richard will lift in case of an emergency, the use of ATV’s or skimobiles. Bill said to just leave it out.

Paragraph 16, Bob said was discussed and agreed upon already.

Paragraph 17, Brad stated that the mailboxes will be located on Golden Oaks property. Bill stated that the correct wording was in the original purchase and sales agreement.

Bob stated that Paragraph 19 was a repeat.

Paragraph 20 is already agreed upon.

Richard’s addition 21 stating the Town will install a stop sign and paint a stop bar at the route 16 intersection has already been agreed upon within the driveway permit approval.

Addition 22. The Lakes’ want to retain the utility rights to underground drainage and overhead utilities. Curtis inquired as to why because it should be covered up to 10’ outside the easement and this creates further complications.

Richard would like changed from Contractor, William A. Lake to Lake Industries and By: William A. Lake, Contractor Superintendent. And also, Jurat: ...above named William A. Lake, Superintendent and Richard A. Lake,

Principle of the Lake Industries. Bill stated he did not like the word “principle” in there.

Road Construction Contract:

Richard would like #1 to be changed from Contractor: William A. Lake, 2509 NH Rte. 16, Albany, NH 03818, to Contractor: Lake Industries, 2509 NH Rte. 16, Albany, NH 03818. Richard would also like his name added here.

Richard would like #2 changed from Albany Tax Map 3, Lot 42, property owned by the Chocorua View Trust, Richard A. Lake, Trustee, to Albany Tax Map 3, Lot 42-11, owned by etc.

#3 reads, Estimated date of commencement: Upon conveyance of Easement Deed. Richard would like it changed to, the date of commencement will be upon conveyance of Easement Deed and receipt of payment in full by June 25, 2008. The Board agreed it should read, commencement will be upon conveyance of Easement Deed and receipt of the down payment of \$15,000. Curtis added that there should be a legal description of the property before commencement.

#5 reads, Method of payment: \$15,000 upon signing this contract. \$15,000 when rough fill for 22’ wide road is in. \$10,000 when gravel is in place. \$10,000 when crushed gravel is graded. No payments shall be made until satisfactory inspection by the Town Road Agent. Richard wants this changed to Method of Payment... Town Road Agent, which inspection and approval shall be completed within 7 days after written notice and approval will not be unreasonably withheld. Curtis suggested leaving #5 as it is. Bob agreed to keep it as it is and discuss it with Peter Malia.

#6 reads, Description of the work: Construction of a road (approximately 1000’ in length) leading from Route 16 in Albany across Tax Map 3, Lot 42, to the Golden Oaks Mobile Home Park (Tax Map 3, Lot 61). The town of Albany has acquired an Easement Deed from the owner of Tax Map 3, Lot 42 for the construction of said road, which shall become a Class 5 town road. The road shall consist of 9 inches of 304-M base gravel and 4 inches of 1 ½ inch crushed gravel. Richard would like this changed to read, Description of work... of said road, which is intended to (“shall” struck)...shall consist of 9 inches of screened material 5: and under. Bob told Richard that the wording in the contract is Bill’s. Curtis suggested leaving it as it stands. Bill agreed.

#7 reads, Warranties: The contractor warrants that the work will be constructed in a skillful manner. The road construction shall be inspected

periodically by the Town of Albany Road Agent, and the road shall be constructed to his satisfaction. As the Town accepts each phase of construction and issues a check as set for in Paragraph 5 above, the warranties for that phase of construction shall expire and upon final acceptance all warranties shall expire. Richard would like this changed to Warranties. The contractor agrees (“warranties” struck)...Paragraph 5 above, (struck “the warranties for”) that phase of construction...shall expire and the road is complete and upon final acceptance (struck “the warranties shall expire”). Richard stated he is not warranting anything. Bill agreed stating it was struck last week. Bill agreed to have it read agree to skillful manner and product. Bob asked why destroy the language. Bill stated that it was agreed upon last week and that is final with him.

#8 reads, Resolution of Disputes: If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to attempt to settle this dispute by meeting in an effort to resolve the dispute themselves. Jack has a severe concern that the word mediation was taken out of this paragraph. He said if there’s a disagreement and it can’t be worked out, where does the Town go from there? How do we resolve. He strongly feels that the wording of mediation be added back into the contract.

Agreement:

Richard stated that in the second paragraph of the agreement, it should read, Tax Map 3, Lot 42-11, not just Tax Map 3, Lot 42.

The last paragraph of the agreement reads, also for good and valuable consideration, the Lakes agree to allow the development of 10 house lots on Tax Map 3, Lot 42, to be accessed by the Town Road (Nickerson Road) to be constructed pursuant to Article 15 of the 2008 Town Meeting. This paragraph, as well as paragraph 4 above, was negotiated between the Lakes, Donaldson and Croto. Although not part of those negotiations, the Town has agreed to memorialize the agreement between the Lakes, Donaldson and Croto by making it a part of this document. Brad noted that the tax map and lot should read Tax Map 3, Lot 61, which is the Golden Oaks property. Richard would like this paragraph scratched fully. He wanted to know the reason for it. Bob and Jack both said it was an agreement for all of those concerned not just the Town and Chocorua View Trust.

#1 of the agreement reads, Grant an Easement to the town (at no cost to the Town) to utilize and maintain the cul-de-sac as part of the class 5 Town Road to be built pursuant to Article 15 shown on the attached Paul King Plan on land owned by Donaldson and Croto. Richard would like this to be amended

to read,maintain the cul-de-sac as part of the (struck "Class 5 Town") Road. Bob, Dan and Jack all agreed #1 would not be amended.

#2 of the agreement reads, Close the entrance to the Golden Oaks Mobile Home Park from Drake Hill Road by placing a gate across said entrance in a location to be agreed to by Donaldson, Croto and the board of Selectmen, and to provide the Town with a key to said gate for emergency purposes. Bill suggested a "maintenance entrance" should be added to this paragraph.

#3 reads, Construct the cul-de-sac on their land shown on the attached Paul King Plan and connect their existing road network to said cul-de-sac. Richard wants this amended to (struck "shown on the attached Paul King Plan"). cul-de-sac. All at their expense, on or before November 15, 2008. He also wants added that the existing road will never be a through way from Drake Hill Rd. Richard thinks that the cul-de-sac should fully be on Golden Oaks property. Bill said no, it's a minute point, all the engineering is finished.

#4 reads, Limit their property to residential use only. In other words, no commercial uses, no commercial gravel pits, and no expansion to the existing mobile home park. This was agreed between all parties involved.

Richard wanted added to the agreement, there shall not be allowed more than 2 automobiles for any mobile home or residential house to be constructed unless wholly contained in an enclosed garage and any residential house must contain at least 900 sq. feet of living area. All unusable mobile home of no value shall be removed from site. Jack said that the amount of vehicles cannot be restricted. Bob added that there will be no additional discussion on that matter.

Easement Deed:

Bill stated that his address needed to be changed in Paragraph 1. The correct address is 2509 NH Route 16, Albany, NH 03818. It is not P.O. Box 1232, North Conway, NH 03860. Also, Richard's address is 479 Blueberry Lane, North Conway, NH 03860, not 6 Blueberry Lane, North Conway, NH 03860.

Paragraph 2 reads, The Easement Area is located on property shown on Tax Map 3, Lost 42, which abuts Route 16. The easement area shall consist of a road which will connect Route 16 to the golden Oaks Mobile Home Park. The road will pass over Tax Map 3, Lot 42, and end in a cul-de-sac to be constructed on the boundary of Tax Map 3, Lot 42 and Tax Map 3, Lot 61,

a/k/a Golden Oaks Mobile Home Park. The Easement Area is shown on a plan prepared by Paul King, LLS, entitled "Preliminary Plan of Proposed Road Through Land Of Chocorua View Trust, Albany, NH," dated April 2008. Richard would like this amended as follows: (struck "which abuts Route 16.") ...cul-de-sac to be constructed inside of the boundary of Tax Map 3, Lot 61 (struck "of Tax Map 3, Lot 42, and") Bob refused to discuss the amendment, it will stay as it was.

Paragraph 3 was agreed to as written.

Paragraph 4 reads, Grantee shall have the right to enter the Easement Area and to repair, rebuild, replace, pave and maintain the road to be built by Grantors including, without limitation, associated culverts and graded slope and channel areas. Richard would like this amended to read, The Town of Albany (struck "Grantee")...and channel areas solely at its expense and all work shall be equal to or better than as found. Bill stated it was fine as it was worded. Curtis added that it was the Town's road and the Town can do what it wants with it.

Paragraph 5 reads, Grantor and Grantee acknowledge that the public will share the use of the road and other improvements in the Easement Area. Richard would like this paragraph to be amended to read, ...use of the road (struck "and other improvements") in the Easement Area. Subject to all Deed Restriction on said Easement. Bob said that there would be no discussion on this amendment and went on to say that the next contract, agreements and deed will be the final draft to be approved or not. Richard replied if he did not like them then he would not sign them. Bob said there must be a limit to the amendments because it is driving up the cost of the project. Richard said the contract has been on the "table" for three months.

Bob said he would like to meet with Peter Malia on Tuesday afternoon to review the new documents. Jack wanted to make sure that Peter had enough time to make the changes to the documents. Jack again said that he didn't think that #8 of the Road Construction Contract was complete. He reiterated that the wording of mediation be re-entered into the contract.

Public Comment:

Lance Zack presented a recall petition to Bob, signed by 85 Albany voters, requesting that he step down from the Board of Selectmen. He confirmed that at first, his motivation was the road issue, but over the past year, Lance stated that his opinion of Bob has changed. Lance continued by saying his reasons for changing his opinion was Bob's arrogance and condescending

nature and pointed out it was confirmed by the way Bob spoke to Joe Ferris at the beginning of the Selectmen's meeting today. The recall petition reads as follows:

To: Ms. Kathleen Vizard, Clerk-Town of Albany, New Hampshire, we, the undersigned qualified voters of Albany; put forth this recall petition and ask further; that it serve as a motion of no confidence in Mr. Robert Mathieu's ability to function as a town elected official. In our town's democratic process the town selectman is a representative of the voters charged with the responsibility of acting in the people's interest. It is the belief of the undersigned that Mr. Mathieu has illustrated his inability to do so in a credible, forthright, non-biased, manner free of misfeasance. And thus: we respectively request through this petition that Mr. Mathieu step down from holding the office of Selectman of the Town of Albany. This petition is based on our belief that Mr. Mathieu has engaged in: (1) acts of misfeasance while in office, (when a party performs the duty inadequately or poorly, it is misfeasance.) (2) impeding taxpayers in the discovery of facts and evidence in regard to spending of their tax money (James Otis stated, "taxation without representation is tyranny.") (3) presenting taxpayers with false, misleading and incomplete testimony at town meeting (inclusive of but not limited to the question of a permit in regard to this year's warrant article #15.) (4) a practice of speaking and conducting himself in a manner viewed by the undersigned as arrogant, condescending and divisive to the community. We put this petition forward as a statement of our beliefs and do not wish to in any way engage in subjective or inaccurate statements. Thus, rather than expounding on the above, we put forth as evidence Mr. Mathieu's behavior at the last two Albany Town Meetings. Both were recorded for record and public display and available through our local public television station. Further, we recognize that unlike many states, New Hampshire has no formal provisions for the recall of Selectmen. This document thus represents a non-binding request whose merit should be judged on the volume of those signed below in agreement. We thus: invoke our right to pursue truly representative government as provided by the Constitution of the United States, our right to free speech in putting this petition forward via First Amendment of the United States Constitution, our right to challenge the actions of an elected official through Article 10 of the bill of rights of the New Hampshire Constitution and our duty to do so as stated in the preamble of the United States Declaration of Independence. By signature, each signer certifies: I have personally signed this petition and I am a qualified voter of Albany, New Hampshire and my address is correctly written after my name to the best of my knowledge and belief: Signed by: Lance Zack, Richard Hurd, Josephine Howland, James Guyer, Ronald Ryan, Bob LeBlanc, Denise Taylor, Gary Howard, H. Marc Donaldson, Tara Louise Taylor, Brian Taylor, Thomas Currier, Rita Wells, Roger Davies, Elizabeth Davies, Thomas

Barbour, Sam Farrington, Brenda Dexter, Sally Barnicoat, David Barnicoat, Peter Carboni, Joseph Ferris, Laurie Ferris, Jeff Dicey, James Sabina, Stephen Dexter, Erin Dascoulias, David Dascoulias, Lisa Zack, David Emerson, Patricia Fry, Donna Wallace, Audrey Kowalski, Debra Boisvert, Bradley Boisvert, Stephen Davies, Alexandra Perry, Arlene Russell, Harry Richardson, Elizabeth Richardson, Gary Boothroyd, Beth Boothroyd, Steve Adams, Kathi Adams, Brent Morin, Anne Morin, Robin Steward, Mike Steward, Joshua Snell, Kari Snell, Tara Schroeder, Sally Kratt, Ronald Kratt, Andrea Patterson, Mark Patterson, Brenda Carrier, Kathleen Carrier, Steven Carrier, Robert Parrish, Barbara Pinkham, Diane Sweeney, Alan Valladares, Albert Paquette, Jason Smith, Allan Frechette, John Conway, Terri Smith, Gordon DuBois, Bernadine DuBois, Denise Hermanson, Paul Bell, CarolAnn Shannon Bell, Maria Doliber, Tanya Marquis, Lynn Burris, William Bell, Bernice Bell, Robert Bell, Sara Young-Knox, Cornelius Moylan, Patricia Moylan, Cindi Guyer, Esther Edwards, Sandra Vizard, Steven Vizard, Glen Thibodeau, Arthur Leavitt, Camille Rose, Jean Gagnon.

Bob prepared a letter of accomplishments. He read it aloud as follows: To all of the citizens of Albany. I would like to thank you all for your overwhelming participation that has been performed these past few months. It is no doubt that the citizens of Albany have been resurrected by our previous annual town meeting and it has been a pleasure to have citizens here at our weekly Selectmen meetings.

I, myself, always have participated in many ways that I could with my community as a businessman for 20 years in Albany and a citizen for 30, I felt that it was a privilege and a responsibility to give back to the community. My company was always there to help with donations for functions and willing to help in many other areas. Like many other citizens, I understand that we, as citizens, can make a difference for ourselves and for others in need.

Let me briefly tell you about a few accomplishments that have occurred since I have been on the Board. When I was appointed as Selectmen in 1998 by Cathy Ryan and David Urey, the communication barrier between both offices was indeed, a huge problem. Some of you may remember during town meetings, the hostility between the Town Clerk and the Board. This lasted for many years and everyone became accustomed to the way that town was being run and may I add, poorly. We had a Town Clerk that wasn't willing to cooperate and the administrative assistant that enabled her. Yet, no one chose to do anything about it. Previous Boards tried to make the citizens understand that there was a huge problem, but they were all blinded by the convenience of having your motor vehicle registration brought to your home

or making herself available at any time to get your vehicle registered. A simple case of small town politics. After being on the Board for a couple of years, we applied some simple management tactics, and implemented internal controls for all. Then we discovered that many things were not good, so the Town Clerk had to go. Many citizens were against this decision that was made by the Board. Over the next few months, I received many threats, lost friends and clientele. All of that didn't matter, on a scale of 1 to 10, this was a 10 and I was not willing to have small town politics win over corruption. We, as a Board had to protect the town and I am very proud to say that with the internal controls in place and changing our Town Clerk, we have eliminated the communication barrier and bad management of the Town's income.

After the Board had finally gained back the control of managing the Town, we were able to upgrade many methods. One of these methods was to eliminate the pencil pushing method to a computer that could handle the QuickBooks software. Once this was in place, the Board became well informed on the expenditures on a real time basis. The Board quickly discovered that the general fund clearly did not get presented well at the annual Town Meeting. So, the Board placed a new method that was approved by the Department of Revenue (DRA) and came up with the Unfunded Tax Balance (UFB). This gave back the information to all citizens so it could be clearly understood where the funds were spent.

Another change that the Board had to face was to upgrade our Welfare Assistance Program that is available for Albany citizens and/or emergency cases. After my fifth year on the Board, I had the privilege to be on the Board with Dorothy Solomon and Dan Sdankus. Diane Falcey, at the time, was the Administrative Assistant. We discovered that our Welfare Assistance program was not up to date. Diane Falcey and the Board implemented many changes that helped to protect our welfare program. With our new and improved qualifying methods in place, the Board has gained back control of the welfare expense.

We also implemented many other methods of managing our town, which has helped our financial stability for the future and helped to lower taxes. Another challenge that the Board had to face was the road repairs and maintenance expense. We knew that some of our streets were in need of a great deal of attention. The Board invited many citizens to participate in a road committee. This committee was instructed to bring back detailed information and concerns on the street that each member was assigned to report on. The committee took no time at all to get to work and brought us back valuable comments and endless information for us to review. After

RM____
DS____
JR____

examining this information with our road agent, it was decided that we would have a five year plan of action in place. Our first plan was immediately have funds approved by the taxpayers to repave and repair streets that could, in the short-term, become a larger expense. Immediately after our annual Town Meeting, the Board and the Road Agent scheduled the repairs. Bald Hill Rd., Stacey Ln., and part of Chase Hill Rd., the entrance to the Moat View Dr., and the Passaconaway Rd. area were repaired and paved in the first season. In the second season, Ridge View Dr. and the hill before the Darby Field Inn was completely revamped and paved. And lastly, the Passaconaway Rd. had more repairs done and we also finished paving the necessary area. All of these repairs were accomplished by using the Unfunded Tax Balance and did not raise our taxes but lowered them that following year. This was the Board's first large expense using the Unfunded Tax Balance approved by the DRA. With the proper management tools in place, the Board was able to clearly accomplish what the Town has never seen which was to repair our streets without raising taxes.

I would like to say being involved with the community can be a thankless job but I am doing this from my heart and I am not looking for any thanks. My duty as Selectman for the past 10 years has indeed given me a great sense of accomplishment. Because of these accomplishments, I feel that I helped to make this Town a better place to be a part of.

At 6:40 p.m. Bob motioned to adjourn, Dan seconded the motion and all were in favor.

Respectfully Submitted,

Kathleen Vizard
Administrative Assistant