

MINUTES
Wolfeboro Board of Selectmen Special Session
Thursday, July 6, 2023, In-person - 3 p.m.
In-Person Session at the Great Hall 2nd Floor, 9 Union St. Wolfeboro

BoS members Present: Chair, Brad Harriman, David Senecal, Linda Murray, Luke Freudenberg, Brian Deshaies
Staff: James Pineo

3:00 p.m. Special Session

Chairman Mr. Harriman calls meeting to order. Any need for non-public session?

Mr. Pineo: No.

1. Agreement Signing: Wolfeboro Single Track/Town of Wolfeboro License Agreement

Mr. Pineo: We all met: Me, Mrs. Murray, Mr. Deshaies, Chuck Smith Abenaki/Pop Whalen facility with Wolfeboro Single Track Alliance **[WSTA]** representatives – as discussed at last meeting [6/28 BoS].

Identified areas of draft licensing agreement- include:

- Bike classifications- what may and may not be used on trails; it's very limiting
- Maintenance of trails/responsibilities/obligations
- New construction or contractor brought in be directed to Town; they be a contractor of the Town moving forward.
- Temporary event permits (appendix)
- Defines nuisance behavior
- Approval of temporary events; formal written notification if events include alcohol on site.

Exhibits in proposed agreement:

- E-bike classifications
- Trail names/current
- Proposed 2023 trail work defined-new climb trail- Brian Deshaies walked trail with Russ Howe and Cris Dow
- Complete trail map of flow trail – where worked stopped about 18 months ago.
- Expenses for new trail work; appendix includes temporary event permit and full map.
- Vendors identified/contacted creation of entire system map
 - Get the entire trail system mapped and new layers to Town map would take place

Thinks it's a good agreement. License agreement TERM through December 31, 2026. BoS received electronically.

Mr. Harriman: board member comments/questions? Have a couple things to read into the minutes.

Mr. Deshaies: Is this open to the public first?

Mr. Harriman: Is this a public hearing? [Mrs. Murray-no]

Mr. Pineo: just acceptance.

Mr. Harriman: Whoever is here can speak. We have our conversation; they can weigh in as we go along.

Mr. Deshaies: Has a few issues.

- Mapping will be done on taxpayers' expense
- WSTA did not explain end game; when is enough trails? Cris Dow said he wouldn't be doing this in five years.
- Asked WSTA for maintenance fund; they said they are not at that point yet. That will happen later.
- They do have \$270,000 in trails funding but maintenance fund can't be created.
- Met resident of 11 Knoll Rd. cleaning up trails because leaves he rode on with fat bike were slick/he fell. Says he was scolded by members of WSTA that it was their responsibility to clean the trails; happened on Stone Dust Trail. Has not seen cleaning of that trail or others in five or six years. Says he is OK with agreement; it's good and still missing some things.

Not happy with WSTA. They are a group that has been building trails on Town property for 17 years, without permission. They went too far when they got a big check from the Marriotts and built the huge trail and got caught. They are puppets for the Marriott family. The Marriotts want a bike playground closer than Gilford so they buy what they want.

There was no remorse, no apology, and no penalty for their actions. They did the very same to the LRCT in Sewall Woods. They have held the Pathways money hostage. They [WSTA] were not forthcoming with their financials. We still haven't seen the most recent year, I believe. They never delivered copies of MOUs with Pathways/Stone Dust Trails/maintenance though they were asked for such.

Cris Dow summed it all up. "I don't care if my taxes go up. I would pay \$100 more a year so I can have trails, that I can ride on." We proved as a town that we do not enforce regulations and ordinances, over and over. We do what suits one... at the moment, and don't hold those that don't follow the rules or "pay to play" accountable.

Parking, sidewalks, tree lighting, trash on town property, bike trails etc. we need to do a better job.

Mrs. Murray: Received email from Brodie Deshaies, resident – read into record.

"I do not oppose or support the license agreement being voted on and signed this evening. Thursday, July 6. I have not seen or read the license agreement either.

Nevertheless, I strongly believe the costs associated with the trail creation and any further upkeep should be completely assumed and paid for by the WSTA. The licensing agreement shall include a section specifically state such. The agreement should also include a section stating that the Town of Wolfeboro will not continue upkeep of the trails should the WSTA stop trail maintenance, cease to use the trails or cease to exist as an organization.

These trails are for a very niche purpose and mostly used by one organization. Expecting the taxpayer to assume future maintenance and costs without a vote of the public body seems unreasonable. If there was a future warrant article and a vote for the town to include all costs; and if the public body voted in favor of what that warrant article, then the town would receive direct consent from residents and taxpayers to fund these trails. Until then all costs should be borne by the WSTA and any other organization who primarily uses the tract.

Respectfully submitted, Brodie Deshaies."

[Mrs. Murray] My views/comments- I worked on this. I have received clarification on areas I was unhappy with when we first looked at it.

- One is Exhibit B – lists all trails. If other trails show up, we'll know someone is out there doing it. Those are the trails they agree they'll maintain.
- We have a map showing the spray fields and Abenaki where the new trails are going to be created.
- In back there's a map with all the trails on it; the town will have these to layer; the town will get the site plan and put these trails on the map. This will show all the trails – for cross-country skiing, snowshoeing, downhill skiing and bike trails. There will be one place where people can make sure what trails are what.

I'm willing to vote for this because of the warrant article that the voters passed in March 2023 by 59.42%. And number two – determine what is the best interest of the town and said properties for future development of the mountain bike trail system; and to authorize the selectmen to enter into a legal and binding agreement with WSTA to operate and maintain the Abenaki recreational area and Wolfeboro spray field mountain bike trail system.

I feel that's what we have carried out. And they have agreed to pay all the money to develop and for future maintenance. I'm comfortable.

Mr. Harriman: Feel the same way; been through this license agreement for a while. They've addressed a lot of the issues we've had. A lot of these things that have been brought up can be dealt with as we move along when the MOUs' developed as to who will do what; determine who will pay for what. Would like to see WSTA responsible for all financial obligations to the maintenance, creation and everything to do with these trails. I am good with this license agreement also.

Luke or Dave? Comments?

Mr. Freudenberg: Public should know this is a culmination of two years; we sat here in summer 2021 when we first learned that we had trails that were being built on town property. We met with trail builder and WSTA.

It's a testament to both WSTA for following through and getting things that we need; they maybe need to get more to us. And the people who worked on this committee to make this happen and get this license agreement to this point. Our town manager who's done a lot with WSTA to actually make this happen.

Public should know this is not on a whim; this has been a long two years of coming to this agreement.

Mr. Senecal: Feel the same. Going for two years; we finally have an agreement.

Mr. Deshaies: Remember, we all agreed that unless we had a full set of financials, we were not going to do a licensing agreement.

Mrs. Murray: I think the voters took care of that for us.

Mr. Deshaies: OK.

Mr. Harriman: asks Suzanne Ryan if she has a comment/question.

Mrs. Ryan: Asks about any license agreement escape clause/termination clause if something goes awry.

Mr. Freudenberg: runs through 2026.

Mrs. Murray: Number two, Jim, isn't it? Terms- we've got 30-days?

Mr. Pineo: There's a term and severability clause. I think those two items ...outline what you're looking for, Suzanne.

Mrs. Murray: We have in here that we can at any time inspect to see if the maintenance is being kept [up] to satisfaction.

Mr. Harriman: The answer is yes, there is a clause for termination of the agreement.

Mrs. Murray: It says "however, that if the licensee engages in any activity, which in the judgement of the licensor, violates any terms of this license agreement or is harmful to the land, public health or safety, the licensor may terminate the license immediately.

Mr. Harriman: Alright. Other questions/comments from board? Entertain a motion.

MOTION: Mr. Senecal: accept and sign the license agreement with the Town of Wolfeboro and Wolfeboro Single Track Alliance. SECOND Mrs. Murray. APPROVE 4-1 (Mr. Deshaies-no)

Mr. Harriman Other Business?

Mr. Pineo: Cate Park Band concert that was postponed Independence Day - July 4th - taking place Friday night.

Mr. Harriman: They have their July 4th permit; weather postponed the concert.

Any pubic comment?

Suzanne Ryan: Planning board July 11th; condos on Back Bay/Willow Street. Does BoS as representatives of abutters for the town to have a joint statement on the project [abuts Bridge Fall Path]. Doesn't think board should rely on Mr. Harriman as board representative to the planning board; board has not come together to determine anything on the project. BoS can have the most impact. Site plan will be reviewed; BoS could ask about details or insert conditions to that; not just leave it to the planning board. You have a right to look at the plan; application and issues you may have; and how it affects the path.

Mrs. Murray: My thought is we usually don't butt into the business of the planning board. I have not seen a plan; you've said it's happening; now I know it's coming. Hadn't seen anything. I understand we're abutters.

Mrs. Ryan: You got a notification as abutter. Assume it's in your papers; Town of Wolfeboro; behooves all of you look at the plan; maybe have a special meeting and make some comment. Citizens cannot protect the walkway [Bridge Falls Path]; you can; it's town property. I think you need to look at the plan. I have a good idea of what it's going to be; we had a similar plan come before. You shouldn't leave it up to the planning board. You can weigh in on it.

Mr. Harriman: Suggest if board members wish, they can go into the planning office and view the plan before the meeting they could email or come to the planning board meeting Tuesday night. I have to pick up my packet today; will look at it over weekend. Have not seen it yet.

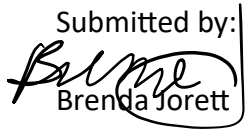
Mrs. Ryan: You [Mr. Harriman] may have to step down. This could end up being quite a quagmire. Suggests the Town should look to counsel and see what parameters the board has in regard to the application.

Mr. Deshaies: Thoughtful of you to say that. We should not ignore you. Absolutely.

Mr. Harriman: Other comment? Motion to adjourn, Dave?

MOTION to ADJOURN at 3:20 p.m. Mr. Senecal. SECOND – Mr. Freudenberg APPROVE – 5-0

Next Meeting dates: July 19, 2023, Regular Meeting

Submitted by:

Brenda Jorett