



**BOARD OF SELECTMEN
SPECIAL MEETING MINUTES*
April 12, 2011**

SELECTMEN'S MEETING

Present: Chairman Joe Bruno, Vice-Chair Lonnie Taylor (4:00pm), Charly Leavitt, Sam Gifford and Mike Reynolds.

Absent: None.

Staff: Don Willard, Town Manager; Chris Hanson, Code Enforcement Officer; Nathan White, Public Works Director; Bruce Tupper, Assistant Fire Chief; and Danielle Loring, Recording Secretary.

Other: Jeff Pomeroy.

1) Call to order: Chairman Joe Bruno called the meeting order at 3:59pm and a quorum was declared.

2) Old (unfinished) business:

a) Lease Agreement and Business Plan Review with Jeff Pomeroy Regarding Raymond Beach Management Plan

Mr. Bruno explained that only item that was on the agenda was the review and consideration of the lease agreement associated with Jeff Pomeroy's beach management plan. Mr. Bruno asked if Mr. Pomeroy had any concerns about the lease. Mr. Pomeroy said that there was not any language about him having access to the Town's dumpster, as had been originally discussed. Mr. Bruno said that they could add the language to page 4, section 5 as (c). It would state that he was authorized to use the Town dumpsters as assigned by the Public Works Director that was within the capacity for each. Mr. White stated that he was concerned that there would be no way to distinguish between the beach trash and other businesses that would try to dump at these sites.

Mr. Hanson said that he felt that any trash that came off the boat should be disposed in Mr. Pomeroy's private trash. Mr. Taylor said that he did not agree with Mr. Pomeroy having access to the dumpster because that was the cost of running a business and they did not extend such services to all business owners. Mr. Bruno wanted to know if the Town was supplying barrels to be used at the beach and Mr. Willard responded that they were not supplying barrels and that trash had been historically picked up using trash bags.

Mr. Bruno said that trash that would go in the dumpsters could only come off the beach and not from commercial operations. Mr. Leavitt said that he was concerned with hazardous materials, such as human waste and needles. He felt that there should be language that directed Mr. Pomeroy as to how to dispose of such waste. Mr. Bruno agreed and said that if he finds such waste, that it would need to be separated out. Mr. Willard stated that a language could be added to the clause that Mr. Pomeroy was responsible for correctly disposing of debris.

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**Item taken out of order

Mr. White offered to stop by the beach on a daily basis in the morning and pick up bagged trash. Mr. Reynolds was concerned that the bags would be sitting out all night and Mr. White explained that trash patrol was usually done first thing in the morning, so that picking it up in the morning should not pose a problem.

Mr. Pomeroy continued that he was concerned with language on page three of the agreement about maintenance of Town property. He stated that he was okay with maintaining structures but did not want to be responsible for replacing. Mr. Bruno said that he would not be responsible for replacing structures, only maintaining them.

Mr. Pomeroy said that he was concerned with the termination clause because he felt that the Town could terminate without cause. Mr. Bruno explained that the clause was to protect the interests of both parties and it was standard language that was used in agreements. He further explained termination would happen if any of the conditions outlined in the first paragraph were not followed and corrective actions were not taken within 60 days of written notice.

Mr. Willard moved on to talk about payment to the Town if this venture became a huge success because he did not see language in the agreement that mentioned the Town's rights in this respect. Mr. Bruno agreed that, in the future, payment would be made to the Town in the form of a lease payment, but they would evaluate that after the first year when they renewed the agreement.

Mr. Leavitt wanted to know if Mr. Pomeroy had seen the original lease agreements between the Town and the Inland Fisheries and Wildlife (IF&W) and Mr. Pomeroy said that he had received them with the initial RFP. Mr. Leavitt just wanted to make sure that Mr. Pomeroy was aware of the parties that were involved in him having to get approval. Mr. Bruno said the Town would not be involved with helping him to attain approval from any other authorities. Mr. Pomeroy said that he was aware of that fact and that he had already started contacting other parties. Mr. Willard mentioned that the Town had made initial contact to the parties and that they were aware of the potential agreement with Mr. Pomeroy.

At this time, Mr. Bruno announced that they were going to go through the agreement page-by-page and anyone could bring forward changes at that time.

Page 1:

DISCUSSION: None

Page 2:

DISCUSSION: Mr. Hanson said that from Section 1 that the language about boat rentals should be removed, because if they allowed for him to rent boats, the business would become a marina and require a different set of permits. He also wanted remove #2 and #5 from the conditions on page 4.

Page 3:

DISCUSSION: Mr. Reynolds wanted to know how many authorities need to sign off on this project and Mr. Hanson said that all of the authorities were included within the lease. He said that the first step was to get a Peddlers or Vendors license from the Town and then the next step would be for the Town to sign off. He said that Mr. Pomeroy would also have to get a dock permit and register the watercraft as a boat. Mr. Bruno wanted to know if Mr. Pomeroy had the structure built already and Mr. Pomeroy said that he only had the docks built at this time because he was waiting for approval. Mr. Bruno said that for the first year that they were waiving the \$100 application fee but that Mr. Pomeroy would still be responsible for paying for the Peddlers license.

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Page 4:

DISCUSSION: Mr. Bruno reiterated that the language for the dumpsters would be added stating that Public Works would pick up bagged trash daily that was collected off the beach but would not include commercial waste. Mr. Hanson stated that Mr. Pomeroy wanted to put signage for his business up but that he did not have the authority to approve it because it had to go before the Planning Board.

Page 5:

DISCUSSION: Mr. Bruno asked Mr. Tupper if they had any issues and Mr. Tupper said that Public Safety did not have any issues. Mr. Bruno wanted to know what the insurance limits were going to be and Mr. Willard said that they were going to be the Town's standard limits, which he believed to be \$1,000,000.00 each.

Page 6:

DISCUSSION: None.

Page 7:

DISCUSSION: None.

Page 8:

DISCUSSION: None.

Mr. Bruno stated that the remainder of the document was all standard language and wanted to know if there were any other concerns. Mr. Willard wanted to clarify that what the Selectmen were authorizing was conditional approval that was dependent on Mr. Pomeroy receiving approval from all involved parties and Mr. Bruno confirmed. Mr. Leavitt wanted to know how the Town was handling the Peddlers License because the Town only authorized two at any given time. He was concerned that they were going to promise a spot to Mr. Pomeroy a year round license when he was only going to use it for the summer. It was discussed that they were going to hold a spot for Mr. Pomeroy this year but in the future it may not be necessary for him to get the license because other arrangements may be made or they would increase the number of licenses, but they could not make that change now because it required for the Peddlers Ordinance to be changed.

MOTION: Lonnie Taylor motioned to enter into a lease agreement with Mr. Pomeroy and the Town of Raymond based on conditions that the lease has set forth; this is a conditional approval. As long as Mr. Pomeroy gets all of his approvals and permits, the Selectmen will sign off on it in May; seconded by Sam Gifford.

DISCUSSION: Mr. Taylor said that his primary concern was keeping the beach clean and making sure that people were not littering after the fact. Because, even if he was keeping the beach clean, if trash was coming off boats from products that he supplied, than there was going to be an issue. Mr. Pomeroy said that he was going to supply boaters with seal-able trash bags to put their waste in so that they were not tempted to throw it overboard. Mr. Willard felt that just having Mr. Pomeroy present at the beach was going to be an improvement over what they had been experiencing.

VOTE: UNANIMOUS APPROVAL (5/0)

The Selectmen said that they looked forward to seeing Mr. Pomeroy in May and wished him luck in gathering the rest of his approvals and permits.

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6) Adjournment:

MOTION: Sam Gifford motioned to adjourn the meeting; seconded by Lonnie Taylor.

VOTE: UNANIMOUS APPROVAL (5/0)

Chairman Joe Bruno adjourned the meeting at 4:35pm.

Danielle Loring
Recording Secretary

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