

TOWN OF TAMWORTH BOARD OF
SELECTMEN 84 MAIN STREET
TAMWORTH, NH 03886
TELEPHONE: (603) 323-7525 FAX: (603) 323-2349
WWW.TAMWORTHNH.ORG

Selectmen's Meeting 6:00

Thursday, May 12, 2022

Draft Meeting Minutes

- **CALL TO ORDER:** Selectman Roberts called the meeting to order at 6:00 pm. Present are: Selectman Richard Doucette, Selectmen Emery Roberts, Selectmen Lianne Prentice, Selectmen Karl Behr, Administrator Myer, Ed Comeau/Government Oversight, Linda Cook, Neysa Packard, Leslie Johnson, Chelle Miller, Madeline Siniscalchi, Bruno Siniscalchi, Jo Anne Rainville, Mary Watkins, Lorraine Streeter, Nelson O'Bryan, June Aprille
- Present on Zoom: Randall Dearborn, Maude Anderson, Nina Perry, Judy Verne, Maureen and Jim Diamond, Ed Comeau/Government Oversight.
- **CHANGES/ADDITIONS TO AGENDA** – To Signature File - 2022 Warrant - Property Tax Levy – July Billing
- **PUBLIC INPUT:** None
- **NEW BUSINESS:**
 - **Richard Doucette** was welcomed by the Board of Selectmen and the public. Richard signed up for committees that were left with no liaison after Aaron's departure.
 - **Employee Commendation:** Selectman Robert shared the Board of Selectmen's desire to publicly recognize the work of the town's employees through the difficult times of the pandemic. Jo Anne Rainville pointed out that the pandemic continues. Commendation will note that.
 - **TCNA Building Project:** June Aprille made a presentation on behalf of the Tamworth Community Nurse Association (TCNA) about TCNA's desire to build more space, and their proposal to add a wing onto the Town Offices (see attached deck submitted by Ms. Aprille). The request put before the Board of Selectmen was that they engage in a good faith dialogue with the TCNA about this project. She invited a selectman to join their committee so they would be apprised of all material information on an ongoing basis. Ms. Aprille reviewed the history between the town and TCNA and made a point to refer to TCNA's lease with the town (see attached documents for reference). Ms. Aprille made a point of discussing the opportunity to the Town in acquiring the old TCNA office and thereby expanding its space by 802 sq. ft. Richard Doucette raised the need for a Town Office-space Needs assessment. Emery Roberts asked about costs and would the town be insulated from any incremental costs. Ms. Aprille stated she could not guarantee this, and a discussion ensued on the kinds of negotiations that might take place as the town and TCNA explore the options. Ms. Cook asked about if there would be issues with the town's sewer system – Ms. Aprille stated this was an ongoing question and one that will need to be worked out. More discussion ensued about the timeline – it will take time to plan and raise funds; enlarging the parking lot – still to be resolved; design – still to be done; snow management – TCNA has spoken with Richard Roberts, and he is OK with the addition plan as it impacts the parking lot and snow management; Ms. Aprille closed with the statement that this is a great opportunity for the town. Emery Roberts commented that an addition was a better option than a standalone building. Ms. Cook asked who would decide, voters or selectmen. Roberts replied it would be the selectmen.
 - **Motion** made by Karl Behr to have selectboard agree to collaborate on planning for an addition to the Town Office building and to appoint a liaison to work with the TCNA building committee. Seconded by Emery Roberts. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.

Selectmen committed to circling back on who would be appointed.

- **Personnel Policy Review:** Selectman Prentice would like to convene a committee made up of 3-5 members of the public, to research and revise the Town's Personnel Policy to ensure that it is in step with surrounding towns, recommended municipal best practices, and agency recommendations. She will plan to invite interested townspeople to contact the Town Administrator before Thursday, May 26. At the 5/26 BOS meeting, members will be appointed from the pool of volunteers. Discussion ensued about the difficulty of finding employees, and that the personnel policy matters in staying competitive with other towns in terms of attracting talent. Health insurance will be included in review. Posting for committee members will be on website and on exchange.
- **Motion** made by Selectman Roberts to create a Town Personnel Policy Committee comprised of 3-5 people and a select board member. Seconded by Karl Behr. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.

ADMINISTRATORS REPORT

- Bank Balance is \$1,654,308
- Updated BOS on work to get Government grant portals operational again – hopeful this will be solved within the next week.
- Reported that there is a Locality Equipment Match Program – granting \$50,000 for emergency equipment from the Governor's Office. Lianne agreed to speak with Jim Bowles to get some movement on this. Grant application is due by June 3rd.
- Administrator Myer shared the job posting for the Administrative Assistant. Motion made by Emery Roberts to post the job add at \$18-\$22 per hour for 24 hours per week. Seconded by Selectman Prentice. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.

SIGNATURE FILE:

- Selectmen's Minutes for May 5th, 2022 – Motion to approve by Selectmen Roberts and seconded by Selectmen Behr. Role Call Vote: Doucette – abstention, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Motion made by Emery Roberts, and seconded by Karl Behr, to approve Non- Public Minutes from May 5th meeting: RSA 91-A:3 II (e) – Session # 1; RSA 91-A:3 II (a) – Session # 2; RSA 91-A:3 II (c) – Session # 3. Role Call Vote: Doucette – abstention, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Accounts Payable Manifest – Selectman Roberts made a motion to approve in the amount of \$15,503.92. Selectman Behr seconded. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Payroll Manifest – Selectman Roberts made a motion to approve in the amount of \$34,830.36 Selectman Behr seconded. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Year to date: \$3,238,733.53
- Intent to Cut: Motion to approve made by Selectman Roberts and seconded by Selectman Prentice for: Intent to Cut Map 414 Lot 18, and Lot 414 Lot 66, Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Certificate of Yield Taxes: Motion to approve the Certificate of Yield Tax Levy, seconded by Selectman for: Map 414 Lot 071 in the amount of \$2,496.47 Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- Lianne Prentice motioned to accept The Tax Levy Warrant for the 2022 July billing from the Tamworth Tax Collector in the amount of \$4,402,338.00. Emery Roberts seconded. Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.

SELECTMEN'S UPDATE:

Selectman Behr – Attended Library trustees meeting – working on their policies, bake sale and plant sale are coming up, Amy Carter and Polly Mahoney spoke with 8th graders about programs they'd like to see at the library.

Selectman Prentice – Checked on who pays for HEB to do site inspection - Sheldon told her the Permit holder pays the cost. So Banon Trust is paying for this inspection on June 1st. Scheduling concerns were raised, and Selectmen would like to see if inspection by HEB could be help on Tuesday, May 31st. Selectman Prentice will ask to move the inspection to the 31st. She will report back next week.

Selectman Roberts – Rec Department jobs and summer programs are posted on website.

PUBLIC INPUT:

- **Linda Cook:** Is someone managing the Broadband process. Now we have received the RFI from Consolidated the ball is in our court. Would like assurance that Pat Farley will be kept in the loop on this important project.
 - **Barb Bloomberg** – Was to be postponed to next week, but conversation ensued about where to locate Book Drop boxes owned by Discover Books. Emery Roberts made a motion to approve the Discovery Book boxes to be placed at the Transfer station next to the clothing drop box, and in the parking lot behind the town offices, contingent on it working with snow plowing and traffic flows. Karl Behr seconded Role Call Vote: Doucette – yes, Behr Yes, Prentice – yes, Roberts yes, Goodson absent.
- **ADJOURNMENT:** Selectman Roberts made a motion to adjourn, at 7:35. The meeting was adjourned.

Respectfully submitted,

Keats Myer, Administrator

Emery Roberts – Chairman

Lianne Prentice

Kelly Goodson

Karl Behr

Richard Doucette

**PROPOSAL FOR A COLLABORATION BETWEEN
THE TAMWORTH COMMUNITY NURSE ASSOCIATION (TCNA) AND
THE TOWN OF TAMWORTH
TO BUILD AN ADDITION ONTO THE TOWN OFFICE BUILDING
(presented to Board of Selectmen, May 2022)**

For over 100 years, TCNA has been committed to its mission of improving the well-being of the people of Tamworth. Townspeople have shown appreciation by supporting TCNA with tax dollars, donations, and volunteerism. The TCNA Board of Directors has determined that more space is needed for TCNA to provide better service to Tamworth residents. The purpose of this proposal to the Selectmen is to initiate collaborative discussion with stakeholders in order to arrive at a consensus for a plan to build more space in a way that would be best for the Town as well as for TCNA.

Last fall, the Selectmen declined a request to allow TCNA to construct a separate building positioned toward the rear of the parking area, (Footprint #2 in Appendix #1). As an alternative to a separate building, TCNA now proposes to gain the space it needs by building an addition to the Town Office building (Footprint #1 in Appendix #1).....at TCNA's expense, as allowed in the lease that governs TCNA's current occupancy of the building.

Note that the Town has a historic commitment to sharing space with TCNA. The current Town Offices and parking area occupy two tax lots (shown in Appendix #2). Originally, TCNA shared space with the Town in the old Willow Inn located on the smaller of the two lots. The deed for that lot and the Inn were transferred to the Town as a gift from Frances Damon in 1969, on condition that it be used for benefit of the Town. The larger contiguous lot (which now is mainly the parking area) was purchased by The Tamworth Foundation. It was then sold at appraised value to the Town in 2001 with a *specific condition that TCNA be provided with space in the anticipated new Town Office building.* (Appendix #3: Tamworth Foundation minutes of July 23, 2001).

Subsequently the Willow Inn was torn down and the current Town Office Building of 3000 sq ft ground floor space was built. Only 26% of the ground floor space (800 sq ft) and a small basement storage area were allocated for TCNA, but about 40% of the cost of the entire building was met by the \$179,000 that TCNA raised

for the purpose from donations and grant monies. Initially planned as a larger building, the size was ultimately limited by budget constraints. Recognizing that the space allocated for TCNA or the Town might need to be enlarged in the future, the lease contains provisions for future additions of space. The clause allowing a TCNA addition reads as follows (Section 1 in the Lease) :

"Lessee [TCNA] may, at its expense, construct additional leasehold space as an addition to the Town Office building provided such construction a) will not unreasonably interfere with operation of the Town Offices and b) the manner, time and type of construction shall be subject to prior written approval of the Lessor [Town], which will not be unreasonably withheld."

After careful study the TCNA Board has determined that TCNA needs a minimum of 2700-2800 sq ft to meet its mission effectively and to support its aspirations for better service to Townspeople. The exact amount of new space to be built depends in part on whether the Town wishes to take over the 800 sq ft of ground floor space currently occupied by TCNA. If the Town does not want to make use of TCNA's current space, the new construction footprint and costs could be proportionately less. If the Town does wish to use the 800 sq ft of potentially vacated space, it could be used as is or modified to suit the Town's needs.

(Why does TCNA need more space?) The limitations of current space include:

- lack of privacy for patient visits and phone calls to the office, for visitors, and for volunteers;
- inability to isolate against infectious diseases (witness the MASH tent and even treating patients in their cars during COVID);
- inadequate and inconvenient storage space for supplies and loaner equipment;
- inadequate work space for volunteers and for administrative functions and educational programs;
- difficult wheelchair access between rooms; and more.

TCNA has done research to assess fund-raising potential for this project. We are confident that the full cost of the TCNA addition can be met in a timely way, including associated costs such as architectural design, site preparation, structural & mechanical systems engineering, etc.

Action requested:

TCNA is asking the Select Board to agree to collaborate on planning for a TCNA addition onto the north end of the current Town Office building in a way that will benefit the Town as well as TCNA. Final written Select Board approval to build will of course be contingent upon agreeing to details on the manner, timing and type of construction as required in the Lease.

TCNA would welcome a Select Board member appointed as liaison to the TCNA Building Committee to maximize a mutually beneficial approach to the project.

Collaboration is needed to resolve important joint issues. Here are a few examples:

- Whether or not the Town wishes to take over the any or all of the TCNA space that potentially could be vacated, and how that space will be used.
- Timing and strategies to minimize disruption to Town activities. (TCNA has already determined that construction vehicles may have access from Gregg's Way, instead of through the Town Office driveway from Main St.)
- Strategies to minimize costs, e.g. shared contracting for interior/exterior finishing or for modifications to the building HVAC.
- Assess relevant issues of sewer/septic capacity for the building project.
- Make a plan to restore parking spaces eliminated by the new building footprint, perhaps to even increase parking using the back of the lot.

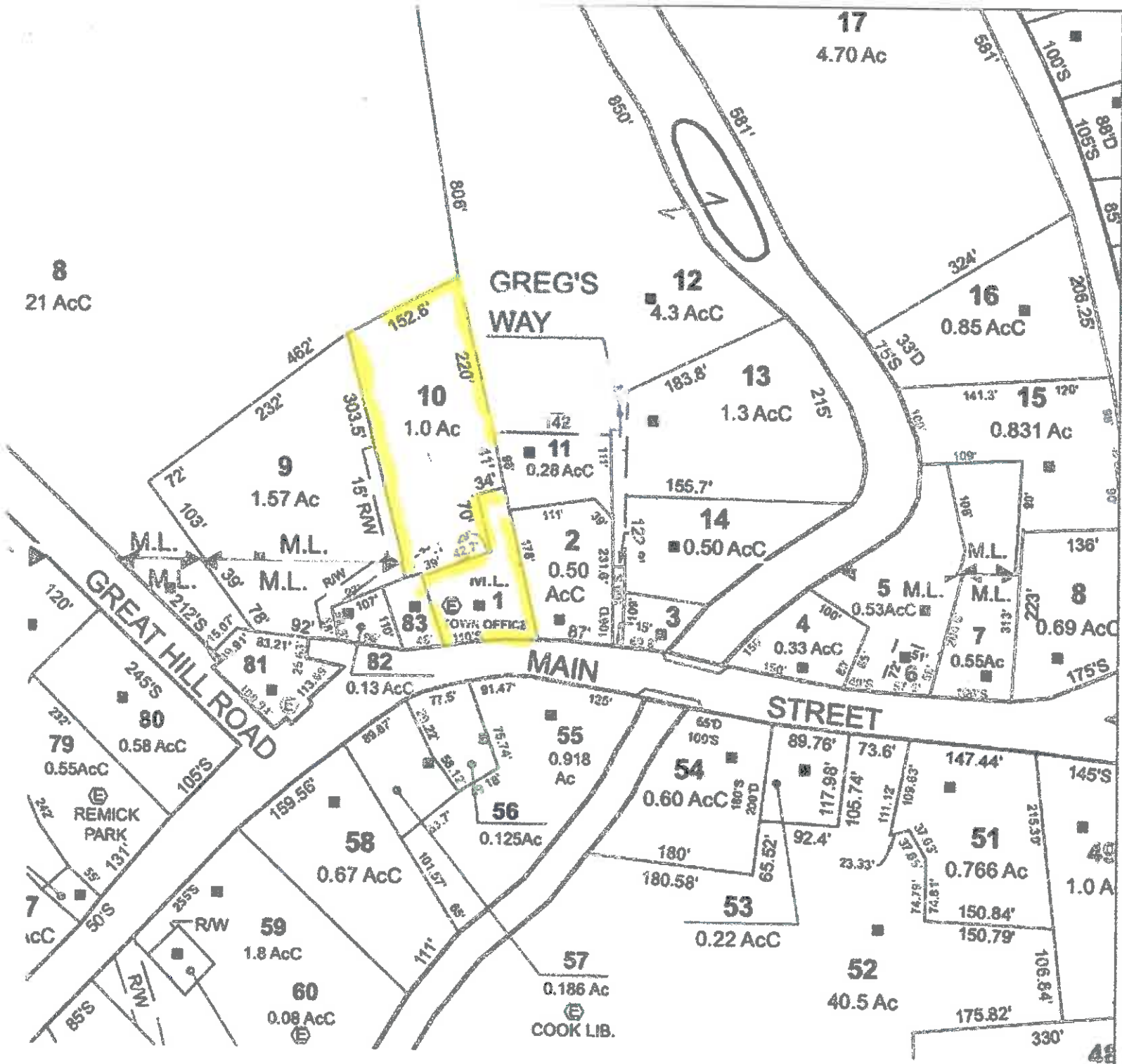
Thank you for considering the request. TCNA looks forward to working with the Selectmen and other stakeholders on this important endeavor for the benefit of Tamworth.

Contact info: June Aprille, Chair of TCNA Building Project, japrille@wlu.edu, 603-937-0378

TCNA website: <https://www.tamworthnurses.org/>



Appendix #1: Drone photo showing footprints for addition (1) and separate building (2)



Details from Tax Maps 201 and 202

Appendix #2: Map showing Town Lots 1 and 10

Appendix #3: Excerpt from The Tamworth Foundation Minutes of July 23, 2001

The Tamworth Foundation
July 23, 2001 Board of Trustees Meeting

The purchase of the Elizabeth Tolman land by The Tamworth Foundation has been completed. Special thanks to Heather Moir, Genevieve Christy and Ken Cargill. George has informed John Roberts and Lanette Goodson. A lengthy discussion followed concerning when we should meet with the Selectmen and what we should say to them. It was agreed George would contact the Selectmen to arrange a private meeting with them at their earliest convenience. It was further agreed we should place three conditions on the sale of the land and make two suggestions:

Conditions

1. Town buys at appraised value
2. Town Offices rebuilt in Village
3. Space provided for TCNA in new building

Suggestions

1. Establish Building Committee
 - > Community Representaives
 - > e.g. Community reps, TTF, RF, TVA, TCNA, THS
2. New Town Office Building in same general area
 - > To maintain architectural integrity of Village
 - > Expanded parking north of new building
 - > Assuming community agrees

APPENDIX#4: LEASE GOVERNING TCNA
OCCUPANCY OF TOWN OFFICE BUILDING - 16 SEPT 2004

LEASE AGREEMENT

AGREEMENT by and between the Town of Tamworth, a municipal corporation duly organized under the laws of the State of New Hampshire, with a mailing address of P.O. Box 359, Tamworth, NH 03886, acting by and through its Board of Selectmen (hereinafter referred to as "LESSOR") and the Tamworth Community Nurse Association, a New Hampshire voluntary association, with a mailing address of P.O. Box 352, Tamworth, NH 03886 (hereinafter referred to as "LESSEE").

WITNESSETH:

1. LEASED PREMISES. LESSOR hereby leases to the LESSEE a portion of the premises located at 84 Main Street, Tamworth, New Hampshire, known as the Tamworth Town Office Building, consisting of the following space in said building:

Six rooms on the first floor of said building, being an office, reception area, examination room, toilet, small storage room and large storage room, together occupying a space of approximately 28' x 32'. In addition, the leased premises also include a storage room in the basement of said building with the approximate dimensions of 13' x 26'. The leased premises is depicted on Exhibit A which is attached hereto and made a part hereof.

810 148
338 04

Notwithstanding the foregoing description of the leased premises, the Board of Selectmen reserve the right to require the LESSEE to relocate within the building if an addition is constructed into the area of the current parking lot. The purpose of such relocation will be to insure that the space occupied as town offices is not divided by the premises occupied by LESSEE. Substitute space for LESSEE shall be substantially identical to space originally provided to LESSEE as shown on Exhibit A.

LESSEE may, at its expense, construct additional leasehold space as an addition to the Town Office Building provided such construction a) will not unreasonably interfere with operation of the Town Offices and b) the manner, time and type of construction shall be subject to prior written approval of the LESSOR which shall not be unreasonably withheld.

2. TERM. The term of this lease shall be for ninety-nine (99) years ending on February 28, 2102. LESSEE shall have the right to terminate this Lease upon one (1) year advance notice to LESSOR.

3. RENT. Rent shall be one dollar (\$1.00) per year during the term hereof.

4. REAL PROPERTY TAXES. The LESSOR shall pay its proportionate share of real property taxes assessed against the leased premises. LESSOR and LESSEE acknowledge that as of the date of execution hereof, LESSEE is a non-profit organization ✓

exempt from any obligation to pay municipal ad valorem property tax assessments and that execution of this Lease Agreement shall not alter LESSEE's tax exempt status.

5. INSURANCE. The LESSOR shall be responsible for obtaining and maintaining policies of insurance covering loss or damage to the premises from fire, extended coverage, vandalism, malicious mischief and such additional extended perils as the LESSOR shall require in the exercise of its reasonable discretion. The LESSOR shall not be responsible for insuring any fixtures, equipment, or items of personal property placed in or on the premises by LESSEE its agents or employees.

The LESSEE shall obtain and keep in force during the term of this Lease a policy of comprehensive liability insurance insuring the LESSOR and LESSEE against any liability arising out of the use, occupancy and maintenance of the Leased Premises. Such insurance shall initially be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per any one occurrence and One Million Dollars (\$1,000,000.00) for combined occurrences. The foregoing limits of coverage shall be subject to change consistent with changes in prevailing insurance industry customs and practices in the Carroll County area.

6. INDEMNIFICATION. The LESSEE shall indemnify and hold harmless the LESSOR, its officials, employees and agents from and against any and all claims arising

from the LESSEE's use of the premises or from any activity, work or things done, permitted or suffered by the LESSEE in or about the premises or elsewhere, and shall further indemnify and hold harmless the LESSOR, its officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation on the LESSEE's part to be performed under the terms of this Lease, or arising from any negligence of the LESSEE, the LESSEE's agents or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any claim or any action or proceeding brought thereon.

The LESSOR shall indemnify and hold harmless the LESSEE, its officials, employees and agents from and against any and all claims arising from the LESSOR's use of the premises or from any activity, work or things done, permitted or suffered by the LESSOR in or about the premises or elsewhere, and shall further indemnify and hold harmless the LESSEE, its officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation on the LESSOR's part to be performed under the terms of this Lease, or arising from any negligence of the LESSOR, the LESSOR's agents or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any claim or any action or proceeding brought thereon.

7. HEAT, WATER, LIGHT. The LESSOR shall pay for heat, electricity, and water and sewer servicing the leased premises during the term of the Lease, but the LESSEE shall pay for its telephone service.

8. MAINTENANCE, REPAIRS AND ALTERATIONS.

8.1 LESSOR'S OBLIGATIONS. It shall be the obligation of the LESSOR to keep in good order, condition and repair the foundations, exterior walls and exterior roof of the leased premises. The LESSOR shall also be responsible for major repairs and replacement to the heating, electric and water and sewer systems servicing the leased premises.

8.2 ALTERATIONS. No alterations to the leased premises shall be made by LESSEE without the prior written consent of the LESSOR, and all such alterations shall be at the sole cost of the LESSEE unless otherwise mutually agreed in writing.

9. DAMAGE OR DESTRUCTION. Should the leased premises be damaged by fire or other casualty during the term of the Lease, it shall be the responsibility of the LESSOR to repair such damage as soon as is reasonably possible. However, if the premises are totally destroyed from fire or other casualty, this Lease shall terminate as of the date of total destruction at the option of either party.

10. SUBLETTING AND ASSIGNMENT. The LESSEE shall not have the right to sublease the premises or assign the lease.

11. TERMINATION. The LESSEE, at the expiration of this Lease, will peaceably quit and deliver up the premises to the LESSOR in as good order and condition, normal wear and tear excepted.

12. LESSOR'S COVENANTS. The LESSOR hereby covenants that the LESSEE may occupy the premises during the term of the Lease peaceably and free from any claim and demands of any person except as herein provided. LESSOR's use of the Tamworth Town Office Building shall not unreasonably interfere with LESSEE's use of the leased premises as a public health clinic.

13. RIGHT TO ENTER. The LESSOR retains the right to enter the leased premises at any time with or without notice to preserve its property and/or address any condition present in the property that represents an immediate or potential threat to property of the LESSOR or the health, welfare and safety of its citizens and employees. In addition thereto, LESSOR retains the right to enter the leased premises for any reason or for no reason upon reasonable advanced notice to LESSEE.

14. DEFAULT. If the LESSEE fails to perform or observe all the covenants or conditions of this Lease in its part to be performed or observed, or if a bankruptcy or

Insolvency proceeding is filed by or against the LESSEE, or if any legal process is issued against the LESSEE or its property whereby the leased premises are attempted to be occupied or taken, the LESSORS shall give the LESSEE thirty (30) days notice of default. If such default is not corrected within such period or within such additional period as the LESSOR may permit, the LESSOR may re-enter the premises and take immediate possession thereof without prejudice to any other rights or remedies which the LESSOR may have.

15. SEVERABILITY. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

16. NOTICES. Any notice required or to be given hereunder shall be in writing and may be served personally or by regular mail addressed to the LESSOR and LESSEE respectively at the addresses set forth herein or at any other address provided by LESSOR or LESSEE to the other party.

17. WAIVERS. No waiver by the LESSOR of any provision hereof shall be deemed a waiver of any other provisions hereof or any subsequent breach by the LESSEE of the same or any other provisions.

18. BINDING EFFECT. This Lease shall bind the parties hereto, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of New Hampshire.

19. NOTICE OF LEASE. LESSOR shall, at LESSEE's request, execute and deliver to LESSEE a Notice of Lease consistent with the provisions of R.S.A. 477:7-a or any successor statute applicable to providing record notice of a lease agreement.

20. PRIOR STATEMENTS. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties at the time of the modification.

EXECUTED in duplicate, each of which shall be considered an original for all purposes, this 16th day of September, 2004.

TOWN OF TAMWORTH
BY ITS BOARD OF SELECTMEN

M. K. Allen

Maureen Flannery
Donna Douglas Jordan

FROM

(TUE) OCT 5 2010 14:48/ST. 14:44/No. 7500000827 P 10

**TAMWORTH COMMUNITY NURSE
ASSOCIATION**

By:



Its President, Duly Authorized