

**TOWN OF TUFTONBORO
BOARD OF SELECTMEN
240 MIDDLE ROAD, P.O. BOX 98
CENTER TUFTONBORO, NH 03816
Telephone: (603) 569-4539 Fax: (603) 569-4328
www.tuftonboro.org**

**Selectmen's Meeting Minutes
9:00 am – Tuftonboro Town House**

Monday September 14, 2020

Present: Chairman Lloyd Wood, Selectman Bill Marcussen, Selectman Chip Albee and Administrative Secretary Cathy Pounder

CALL TO ORDER

Chairman Wood called the Selectmen's meeting to order at 9:00 am, he read aloud instructions on how to join the meeting remotely. Chairman Wood led the attendees in the Pledge of Allegiance. Selectman Marcussen announced there are still technical difficulties with "go to meeting" but calls could still be taken.

PUBLIC INPUT

Ms. Schuur read a prepared statement in regards to resuming the separation and recycling of mixed paper at the Transfer Station. Selectman Marcussen thanked Ms. Schuur for her input.

MINUTES

Selectman Marcussen moved to approve the 9/8/2020 minutes as written, seconded by Selectman Albee motion carried 3-0
Selectman Marcussen moved to approve the 9/11/2020 Work session minutes as written, seconded by Selectman Albee motion carried 3-0

APPOINTMENTS

Steve Wingate, Chairman of the Tuftonboro Conservation Commission, presented the attached proposal from Margaret Mills, FB Environmental Associates. The Plan is the Nineteen Mile Brook Data Analysis & Monitoring Plan. Chairman Wingate spoke with Dave Ford, Wolfeboro's Public Works Director, stated that he could fund this project from his budget this year. Selectman Marcussen made a motion to sign the proposal for the Nineteen Mile Brook Data Analysis & Monitoring Plan in the amount of \$4705.00. Selectman Albee seconded the motion. Motion carried 3-0. Chairman Wingate will follow up with Dave Ford from Wolfeboro for the contract reimbursement.

Code Officer Jack Parsons updated the Selectmen with the following information:

84 Building Permits 11 New House Permits 296 Inspections

Mr. Parsons informed the Selectmen the windows in the Selectmen's office are being replaced this week. The Electrician will be coming today to repair the emergency light in the Town Offices and the 2 receptacles at the Town House. The painter is planning on painting the Town Office this month. He has secured the house on Sodom Road. Selectman Albee requested Mr. Parsons forward them his budget projection for next year.

Dennis Guilmette reported the attached Tuftonboro Free Library statistics. Chairman Wood welcomed Mr. Guilmette to their meeting and congratulated him for accepting the position of Librarian. Mr. Guilmette announced the Library will be reopening Tuesday September 15, 2020. The hours of operation are posted on the building and the Library's website. Curbside and pick-up will continue as well. The public meeting room will not be available until further notice. Mr. Guilmette will be forwarding the Library's budget to the Selectmen in the near future.

Seth Kassels from Camp Belknap read the attached prepared statement to the Selectmen addressing the McWhirter, Owens and Schrage concerns. The Selectmen and Seth discussed septic systems, change days and the rifle range.

SIGNATURE FILE:

Civic Plus – Website Contract – The Selectmen would like to compare the current contract with the last signed contract before signing.

ACTION ITEMS:

NHAA2021 Election Ballot – the Selectmen are forwarding this to the assessor Rod Wood.

The Selectmen reviewed the Pemi River \$1.95(heating oil) price and Irving's \$1.65(heating oil) price for the 2020-2021 year. Selectman Marcussen made a motion to purchase from Irving for Heating Oil and Diesel. Selectman Albee seconded. Motion carried 3-0.

CORRESPONDANCE:

HealthTrust Virtual Public Hearings – Rate Setting and return of Surplus

Conservation Commission – Response to Elizabeth Woodworth

PA-34 – Map & Lot 28-3-4

Town of Thornton – Notice of Public Hearing- Vertex Towers Assets LLC

Treatment of 19 Mile Bay for Milfoil – Planned treatment

Wetlands Permit – 40-01-28

NHDES – Drought Suggestion – RSA 41:11-d Water Restrictions recommendation

NHMA News link

Letter from Marilyn Stacy - Forwarded to Donna Lane

Letter from Paul Zimmerman - request for 10% budget reduction.

SELECTMEN'S UPDATE:

Selectman Albee will be interviewing Monday afternoon with Chief Shagoury for the PD Administrative Assistant. Selectman Marcussen stated that September 17th is Constitution Day. NH was the 9th State to be ratified. Selectman Marcussen informed the Selectmen that Code Officer Jack Parsons drafted the language to add new, repaved and rebuilt driveways permits to the ordinances. Mr. Parsons will take to the Planning Board for review so it may be put on the ballot in 2021.

ADJOURNMENT:

At approximately, 10:23 pm, Selectman Albee motion to adjourn, seconded by Selectman Marcussen, motion carried 3-0.

Respectfully submitted, Cathy Pounder, Administrative Secretary

PROPOSAL | NINETEENMILE BROOK DATA ANALYSIS & MONITORING PLAN

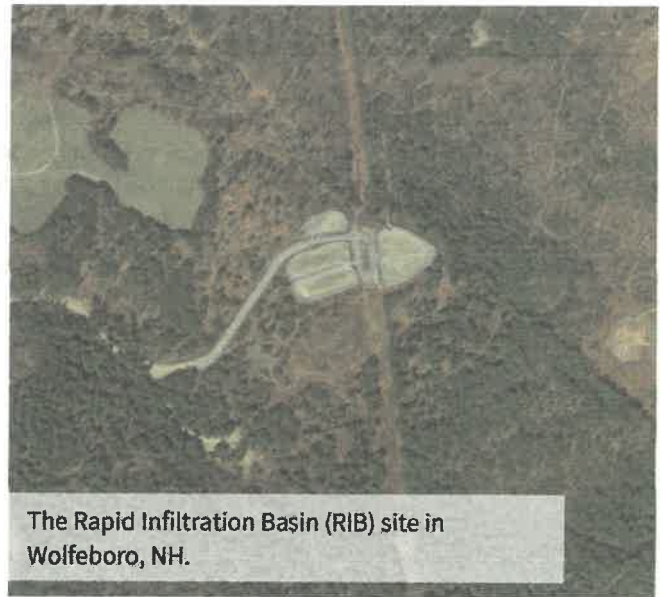


TO: Steve Wingate, Chairman Town of Tuftonboro Conservation Commission
FROM: Margaret Mills, FB Environmental Associates (FBE)
SUBJECT: Nineteenmile Brook Data Analysis & Monitoring Plan
DATE: September 11, 2020
CC: Forrest Bell, FB Environmental Associates (FBE); Lawrence Gil, Member Town of Tuftonboro Conservation Commission

ATTACHMENTS: Attachment 1 – Site Map; Attachment 2 – Labor Rates for Additional Work

This proposal is in response to a request from Steve Wingate and Lawrence Gil of the Tuftonboro Conservation Commission to conduct a data review and create a Monitoring Plan for Nineteenmile Brook. Nineteenmile Brook is a 4.6-mile long stream that begins in Wolfeboro before crossing the town boundary into Tuftonboro. Once in Tuftonboro, the stream crosses NH 109A and then NH 109 before emptying into Nineteenmile Bay in Lake Winnepesaukee. The Town of Wolfeboro operates a rapid infiltration basin (RIB) for treating wastewater that is located close to the Town's border with Tuftonboro. As such, the RIB system is connected to the Nineteenmile Brook watershed and drainage area (Attachment 1 – Site Map).

Monitoring Plan goal: To review existing data and outline a Monitoring Plan that provides sufficient data to characterize surface water quality in Nineteenmile Brook above and below the RIB facility and to identify if there are any pollutant impacts on the stream from the RIB operations.



The Rapid Infiltration Basin (RIB) site in Wolfeboro, NH.

SCOPE OF WORK

Task 1. Project Administration & Communication

This task includes general project management and administrative tasks such as invoicing, scheduling, and internal staffing. This task also includes time for two calls with the Tuftonboro Conservation Commission representatives. The first call will be a “kick-off” call to refine the Monitoring Plan goal and to identify the current and available datasets for Nineteenmile Brook. The second call will be a “wrap-up” call to discuss the Plan and next steps for Plan implementation. The Monitoring Plan will be distributed in advance of this final call by at least two weeks to allow time for Plan review and feedback.

DELIVERABLE: Minutes from two project calls.

ESTIMATED COST: \$585.

Task 2. Historical Data Analysis & Database

The purpose of this task is to compile all available historic data for Nineteenmile Brook from the Town of Wolfeboro, the Town of Tuftonboro, private consultants (e.g. Normandeau Associates and Underwood Engineers), NH Department of Environmental Services (NHDES) and any other data sources identified by the project team. Data will be compiled in one searchable Excel database that can easily be updated with additional data as it is collected. This database will be formatted with the intent that it can be easily uploaded into programming software for analysis. FBE staff scientists will conduct preliminary analysis on available data to identify gaps in current data collection and trends in historical data that will inform recommendations for future monitoring.

DELIVERABLE: Brief memorandum with a summary of the database structure and preliminary analysis of data composition.

ESTIMATED COST: \$1,520.

Task 3. Site Visit

One FBE staff will visit the RIB site and Nineteenmile Brook to understand the site characteristics such as surface water hydrology, channel characteristics, topography, and the RIB facility set-up. The site visit is contingent on approval to access the RIB facility. FBE staff will walk the perimeter of the RIB site and the drainage pathways to Nineteenmile Brook. Staff will also visit all road crossing access points to Nineteenmile Brook (at a minimum NH 109A and NH109) and will visit all established monitoring sites (as possible) along the channel.

DELIVERABLE: N/A.

ESTIMATED COST: \$925

Task 4. Monitoring Plan

Using the information collected in Tasks 1-3 and drawing on best professional judgement, FBE scientists will outline a monitoring Plan for Nineteenmile Brook. The plan will focus on surface water quality monitoring but will consider other methodologies that could inform pollutant impacts such as groundwater monitoring, hydrologic modeling, aerial surveying, and more. The Monitoring Plan will include recommended parameters for testing, sampling and/or analysis methodologies, frequency and duration of testing (e.g. annual testing for ten years), and laboratory recommendations. Estimated costs will be presented as a breakdown of estimated labor costs and laboratory analysis costs. Included in this estimated cost is one round of edits from the Tuftonboro Conservation Commission. Any additional edits will require an amendment to this contract.

DELIVERABLE: Draft and final Monitoring Plan for Nineteenmile Brook.

ESTIMATED COST: \$1,675.

COMPENSATION

The estimated cost of FB Environmental's (FBE) services is not to exceed \$4,705 for the Scope of Work outlined above (see breakdown in Table 1). The total cost shall not exceed this amount without the prior authorization by the Town of Tuftonboro Conservation Commission. Proposed hours and costs for each individual task are estimates only and may be adjusted accordingly as the project progresses. If the scope of work changes materially, the amounts of compensation set forth herein shall be equitably adjusted in writing. If additional work is requested outside the outlined Scope of Work, work will be billed at FBE's current labor rates (see Attachment 2 – Labor Rates for Additional Work).

Table 1. Breakdown of estimated costs for each task included in this proposal to create a Monitoring Plan for Nineteenmile Brook.

BUDGET BY TASK	
Task 1. Project Administration & Communication	
Project Management and administration, invoicing, scheduling, and staffing. Two phone calls with Tuftonboro Conservation Commission representatives.	\$ 585.00
Task 1 Sub-Total	\$ 585.00
Task 2: Historical Data Analysis & Database	
Compile all available historic data for Nineteenmile Brook and create a searchable Excel database. Perform preliminary analysis on available data to identify gaps in current data collection and trends in historical data to inform recommendations for future monitoring.	\$ 1,520.00
Task 2 Sub-Total	\$ 1,520.00
Task 3: Site Visit	
One FBE staff scientist will visit the RIB site to identify site characteristics such as drainage pathways and channel morphology.	\$ 770.00
<i>Mileage to Nineteenmile Brook from Portland ME (\$0.58/mi)</i>	\$ 155.00
Task 3 Sub-Total	\$ 925.00
Task 4: Monitoring Plan	
A Monitoring Plan for Nineteenmile Brook including recommended frequency of data collection, methodology, estimated costs, and laboratory recommendations.	\$ 1,675.00
Task 4 Sub-Total	\$ 1,675.00
Total	\$ 4,705.00

ACCEPTANCE OF CONSULTING SERVICES

By signing below, FB Environmental Associates and the Town of Tuftonboro accept the terms and conditions stated within this scope of work. The project will be billed monthly on the 15th of the month and due within 30 days.



9/11/2020

Forrest Bell ~ FB Environmental Associates

Date



14 Sept 20


Designated Signee ~ Town of Tuftonboro

Date

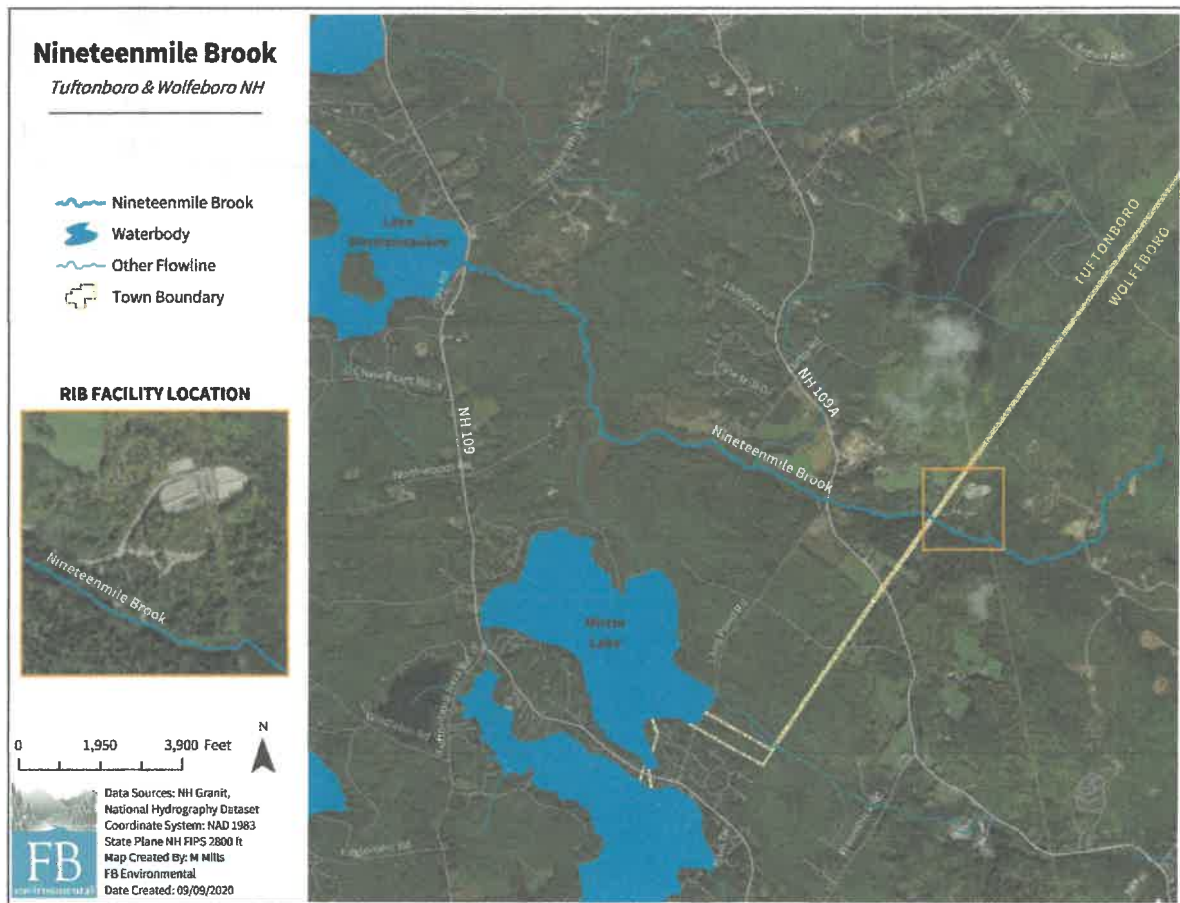
FB Environmental Associates, LLC STANDARD TERMS AND CONDITIONS

1. Professional services will be based on the schedule of charges attached on following page, or a lump sum, depending on contract terms. A retainer may be required prior to service engagement.
2. All agreements are between FB Environmental Associates, LLC (Company) and the client or client representative who authorized the service or whose signature is attached, not a third party. Invoices shall be paid in full regardless of a third party failure to pay client, or a disagreement with the outcome or results provided, or litigation.
3. Authorization by verbal, written or email shall constitute acceptance of these terms and conditions, provided client has received a copy of said terms.
4. Invoices will be issued monthly. Payment is due upon receipt. If payment is not received within 30 days, Company reserves the right to stop services. Interest and monthly finance charges of 1.0 % may be applied to the outstanding balance. Company may resume services when payment is made and the services can be rescheduled.
5. Client agrees to pay all costs associated with collection of past due accounts, including but not limited to, court costs, collection agency fees, and reasonable attorney fees.
6. The Company, and its agents, staff, and/or sub-consultants employed are covered by appropriate insurances required under state law and has such coverage limits under commercial liability and property damage insurance policies which Company deems adequate, or as specifically requested by client.
7. Certificates for policies of insurance shall be provided to client upon request. Within the limits and conditions of such insurance, the Company agrees to indemnify and hold harmless the client against any loss, damage, or liability arising from any negligent acts by the Company, its agents, staff, and consultants employed by it. The Company shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance, or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.
8. Client agrees to waive any claim beyond the amounts, limits, and conditions of such insurance for professional negligence. Client further agrees to waive any claim against the company for loss suffered by the client due to any cause or action by Company, including, but not limited to, negligence, to insured amount or the contract fee whichever is greater.
9. All reports, plans, digital files and related documents completed by the Company, or provided to Company during as part of services rendered shall remain property of FB Environmental Associates, LLC unless return is requested by client. Company may retain a copy of and documents for records.

This agreement between FB Environmental Associates, LLC and the client listed below will serve as a binding contract. By signing below, client certifies to be duly authorized to sign this fiscally binding agreement and has read and agrees to the fees, terms and conditions set forth herein.

Client Signature  Date 14 Sep 20
 Name (Print) LOYD P. WOOD
 Company TOWN OF TUFONBRO
 Address _____
 City _____ State _____ Zip _____

Attachment 1 – Site Map



Attachment 2 – Labor Rates for Additional Work

Table 2. Labor rates for any additional work requested by the Town of Tuftonboro Conservation Commission outside of the Scope of Work outlined in this document.

STAFF	DESCRIPTION	RATE (\$/hr.)
Forrest Bell	Principal Scientist/Owner	\$135
Laura Diemer	Environmental Monitoring Lead	\$96
Kevin Ryan PhD	Ecologist	\$96
Margaret Mills	Project Manager & Hydrologist	\$96
Amanda Gavin	Water Resources Scientist & Botanist	\$89
Project Scientist II	Field and Data Analysis Support	\$77
Project Scientist I	Field Support	\$65
Administrative Manager	Administration/Invoicing	\$60

TFL CIRCULATION STATISTICS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2020
CIRCULATION:													
Adult Fiction	644	475	582	509	467	201	430	337					3,645
Adult Non-Fiction	147	100	155	146	118	55	78	90					889
Large Print	63	69	75	62	85	45	59	48					506
Young Adult Fiction	55	32	107	100	102	21	49	25					491
Young Adult Non-Fiction	0	0	0	0	0	1	1	0					2
Kids' Fiction	472	354	556	513	394	248	235	224					2,996
Kids' Non-Fiction	97	50	55	48	31	42	33	65					421
Inter-Library Loans	61	50	46	0	36	5	4	0					202
TOTAL BOOKS:	1,539	1,130	1,576	1,378	1,233	618	889	789	0	0	0	0	9,152
Adult DVDs	472	369	598	707	880	124	131	110					3,391
Adult CDs - Music (Holiday only)	0	0	0	0	0	0	0	0					0
Adult Books on CD	76	55	86	82	63	23	25	18					428
Kids' DVDs	119	55	124	150	175	23	22	21					689
Kids' CDs - Music	0	0	0	0	0	0	0	0					0
Kids' Books on CD	5	1	8	9	7	3	0	5					38
Games (Wii & Board)	8	6	9	9	12	4	0	0					48
Kindle	0	0	0	0	0	0	0	0					0
Museum Passes	9	9	0	0	0	0	1	5					24
Periodicals	50	34	46	51	68	26	39	12					326
Puppets	3	1	0	0	0	0	0	0					4
Snowshoes	11	4	0	0	0	0	0	0					15
Telescope	0	0	0	0	0	0	3	2					5
Vertical File	0	0	0	0	1	1	3	0					5
Overdrive Audiobooks	68	86	64	77	103	107	114	121					740
Overdrive eBooks	109	131	115	133	146	132	120	140					1,026
Overdrive Periodicals	0	1	2	1	0	3	4	2					13
Hoopla Audiobooks	67	76	75	93	108	119	99	113					750
Hoopla eBooks	33	46	60	47	69	73	70	66					464
Hoopla Comics	0	1	1	15	3	2	4	0					26
Hoopla Music	8	8	9	11	15	8	6	6					71
Hoopla Movies	35	16	28	41	12	14	17	30					193
Hoopla TV	34	13	15	25	25	25	29	35					201
EBSCO Databases	12	0	0	3	0	0	35	7					57
Ancestry.com (ProQuest)	394	117	708	1,725	1,284	240	42	19					4,529
Heritage Quest Online (ProQuest)	0	0	0	9	0	0	0	0					9
TOTAL OTHER MATERIALS:	1,513	1,029	1,948	3,188	2,971	927	764	712	0	0	0	0	13,052
TOTAL CIRCULATION:	3,052	2,159	3,524	4,566	4,204	1,545	1,653	1,501	0	0	0	0	22,204
Total # Materials Added:	92	99	92	4	0	163	167	117					734
Total # Materials Deleted:	128	105	1	41	0	0	91	16					382
Collection Count:	33,160	33,154	33,245	32,208	32,208	33,371	33,447	33,548					

Dear Tuftonboro Selectman,

Thank you very much for your time today and for allowing me to speak on behalf of Camp Belknap in regards to concerns raised by Don McWhirter, Randy Owens and Mike Schrage on August 3, 2020.

You have asked me to come to provide Belknap's side of the story in regards to their comments. In summary, the majority of their comments appear to relate to a planning board application we submitted originally to the planning board on April 24, 2020. Over a four-month long review process the details of the project and our ability to operate as a summer camp on our property were reviewed in full detail by the planning board. The planning board with the approval of the town's attorney unanimously approved our application on September 3, 2020.

In regards to concerns raised around traffic in the summer, this traffic occurs roughly 10 days a year and for a limited number of hours. These are what we refer to as "Change Days" – when campers are dropped off or picked up by their parents before or after a 2-week camp session. These Change Days, and thus these traffic patterns, have existed since the early 60's. We coordinate each spring with both our fire department and police department in regards to safety and put safety as our highest priority.

Farm Island also came up as a concern. At the current time there are two appeals pending. The first one is pending on the proposed multi-lot subdivision of about 13 acres. This is not on our land, but we are of course the only abutter, because we own the remaining acres on the island. The second appeal relates to our tent platforms on our land. Both appeals are still pending, and progress is unfortunately very slow in the courts due to COVID.

I would like to comment that Camp Belknap has just under 40 abutters. Overall, the camp is well received and appreciated by our direct neighbors. The camp spans approximately 300 acres, the majority of it is put under a conservation easement, and all of our current construction activity has been focused on updating 50 plus year-old infrastructure, all with a focus on stewarding our land and water for future generations.

In conclusion, Camp Belknap was founded in 1903, we have been located in our current spot since 1907. We employ 8 Tuftonboro residents. We offer approximately 75 scholarships to boys in Carroll County of which approximately 15 of those 75 boys are Tuftonboro residents. We host numerous free events supporting groups like the Hikers Club and the Tuftonboro Central School.

We are committed long term members of the Tuftonboro community and are always willing to help where we can. Thank you for your time and I am happy to answer any questions you may have.

Thank you, Seth Kassels