

May 11, 2020

To: Board of Selectmen
Town of Rye, NH

From: Board of Trustees
Rye Public Library

Subject: Parsonage Swap

The Rye Public Library Board of Trustees (the Board) held a special meeting on Friday, May 8 to consider a draft of a property maintenance agreement for an area along the property lines necessary for the subdivision of the Parsonage from the Library.

The subdivision is required by the Purchase and Sale Agreement executed by the Board of Selectmen (BOS) on December 16, 2019 for a swap of the former TD Bank building with the so-called Second Parsonage approved by the voters on March 10, 2020.

The Board also met to discuss the property lines themselves, as well as any survey conducted to establish them.

The issue of property lines and surveys has been central to the Board's conversations with the BOS about the Parsonage since before the March election. At each opportunity, we and members of the public were assured that the Library would have a say in the location of the property lines inasmuch as the survey to establish them had not yet been done and would not be done "unless Article 7 passed."

The Board is not in favor of conveying to a private party property that is part and parcel of the Library, whose acquisition was approved by voters over twenty years ago and that was acquired solely to accommodate the Library's expansion at that time. That property was designated on the construction drawings and site plans approved for the Library expansion by the requisite boards and commissions at that time. It was regarded as necessary and essential to the functioning of the Library and its use by its patrons.

In addition, establishing the property lines up against the walkways will result in setback limitations to expansion possibilities for the Library building and parking areas and severely limit the Board's ability to continue a design process. Ultimately this impacts the Board's mission to serve the community.

The Board's interaction with the BOS by correspondence and in two meetings in April and May failed to answer our questions and concerns about property lines and, in fact, led to new ones. That the Board is now being forced to consider a property maintenance agreement, or any other form of agreement for the property along the Library's borders, is a result of our late and limited involvement this process.

The Board asks that the BOS respond the following questions about property lines, surveys, and the Plan B discovered in the materials submitted to the Planning Board in the application for a subdivision:

1. Property Lines:

- What was the basis for the property lines for the Parsonage being shown as up to the Library walkways when the “swap” was made public?
- If these lines were not subject to the Board’s input for whatever reason, why did the BOS lead us to believe they were?
- What is that reason?
- What actions by the BOS produced Mr. Philbrick’s understanding that the property lines for the land to be conveyed to him goes up to the walkways?
- What is the basis for the Board being advised at its May 1 meeting with the BOS that “the lot lines were voted on by the voters” in March when the survey to establish the lot lines ostensibly did not exist?
- Why has the Board not been engaged in a discussion of the property lines, as it requested in its March 11 letter to BOS?

2. Surveys:

- By what process did the drawings of the Parsonage lot given to the Board and submitted to the Planning Board by the BOS become surveyed drawings?
- When was this survey work done and how was it paid for? When will the Parsonage lot be surveyed per Article 8 passed in March?
- Why was the public told at the March 4 meeting of the BOS, “There is no contract for a survey, the survey won’t be done unless Article 7 were to pass?”

3. Plan B:

- How did the surveyed drawing of a Plan B in the BOS application for subdivision to the Planning Board come to exist?
- Why has this plan, which shows property lines several feet inside the walkways, not been shown to or discussed with the Board by the BOS?

Response to the Property Maintenance Agreement

Given our considerable questions and concerns about the location of the property lines, the survey to establish them, and the process used to conduct the town's business related to both, the Board believes it necessary to resolve those questions and concerns before resolving any concerns with this agreement.

The Board believes that for the continued safe and effective operation of the Library the property lines should be at the existing border, absent another compelling public reason for conveying this property to a private party.

Having said that, we have reviewed the agreement and have the following comments:

1. PARTIES. The Rye Public Library Board of Trustees must be a party to any agreement that involves the Library. The Board needs the ability to enforce the agreement if necessary.
2. APPLICABILITY. The area in question is not known to the Board. Please provide the Plan showing the "Area Subject to Maintenance" and specify that it is attached to and a part of the Agreement.
3. MAINTENANCE RESPONSIBILITY. This paragraph refers to the establishment of landscape features. There are existing features on the property, designed by a landscape architect, and with a specific purpose. What will happen to those that have already been established?

The agreement must provide for RPL's ability to maintain and repair the walkways that provide the entranceway to the Library. If the property lines go to the edges of the walkways any alterations or repairs to them could only be done by accessing private property.

5. PLAN FOR MAINTENANCE AREA. The Landscape and Lighting Area will be submitted to the RPL Board for approval (not review). Please also specify that the lighting will be controlled by RPL; we need to ensure the lights are on during open hours and library functions.

5b. Plans must maintain the safety, security, and functionality of the walkways as entrances to the Library, not just their attractiveness

5b. Unresolved differences between 500 and the Trustees should be arbitrated by the Planning Board

6. BINDING ON SUCCESSORS. The agreement should be binding in perpetuity, not just on 500 and his heirs.

7. AMENDMENT. (Should be paragraph 7, not another paragraph 6). The Agreement may be amended in writing agreed to by 500 and The Rye Public Library Board of Trustees.

Amending the agreement must include the RPL Board of Trustees, not just the Planning Board.