
TOWN OF GOFFSTOWN

BOARD OF SELECTMEN MEETING



JANUARY 4, 2016



Town of Goffstown

BOARD OF SELECTMEN

16 MAIN STREET
GOFFSTOWN, NH 03045
497-8990 x100 • FAX 497-8993

Jan. 4, 2016

SELECTMEN MEETING AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- 6:00 pm 1. **Acceptance/Correction of minutes:** 12/21/15 public and non-public minutes
- 6:05 pm 2. **Announcements**
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Town Administrator's Report**
- a. Selectmen Meeting Schedule
 - b. Consensus Folder
 - c. Assessor's Recommendations
 - d. Appointment of Library Trustee
 - e. Draft Annual Warrant
- 6:30 pm 5. **Public Hearing re: accepting Executory Interest in a Conservation Easement for approximately 60 acres on Map 12 Lot 6-3 off Montelona Road**
- 6:45 pm 6. **Selectmen Discussion**
- a. Committee Reports: Historic District Commission
 - b. New Business: No submissions
 - c. Old Business: Action Matrix
- 7:00 pm 7. **Public Hearing re: change in fees for Parks and Recreation Programs**
- Youth Basketball League – Resident from \$30.00 to \$40.00 / Non Res. \$40.00 to \$50.00
 - Youth Lacrosse League – Resident from \$65.00 to \$75.00 / Non Res \$75.00 to \$85.00
 - Men's 18 Plus Basketball – Resident from \$70.00 to \$80.00 / Non Res. \$80.00 to \$90.00
- 7:10 pm 8. **Public Comment**
- 7:20 pm 9. **Non-Public Session RSA 91-A:3 II (c) adversely affect reputation**
- ADJOURN by 10:00 pm

The public is cordially invited to attend.

Except for scheduled public hearings all other times on the agenda are approximate.

Any person with a disability who wishes to attend this public meeting and needs to be provided a reasonable accommodation in order to participate, please call the Town Hall (497-8990 x100) at least 72 hours in advance so that arrangements can be made.

Town Administrator's Report

January 4, 2016

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- 6:00 pm 1. **Acceptance/Correction of minutes:** 12/21/15 public and non-public minutes #1
- 6:05 pm 2. **Announcements**
- a. Traffic Alert re: Mast Rd. & Henry Bridge Rd. #2a
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Town Administrator's Report**
- a. Selectmen Meeting Schedule
- Weds. 7:00 pm EDC Room 106
- Fri. 3:00 pm Transportation Committee Room 106
- b. Consensus Folder
- Fire Dept. – E-911 Data Operation Form; Medical Resource Agreement with CMC;
Possession Procedures for Controlled Substances Agreement with CMC
Motion needed.
- c. Assessor's Recommendations
- Intent to Cut (recommended): Map 10, Lot 30-3
 - Abatement Application (recommended): Map 4, Lot 53D
 - 2015 Tax Year Abatements (recommended): Map 16, Lot 117A; Map 16, Lot 118; Map 16, Lot 225-1; Map 17, Lot 220A
 - Veteran's Tax Credit (recommended): Map 10, Lot 8-2
- Motion needed.**
- d. Appointment of Alternate Library Trustee
- The Library Trustees recommend the appointment of Steve Bouchard as an alternate Library Trustee until 3/31/16.
Motion needed.
- e. Draft Annual Warrant #4e
- Enclosed at Tab 4e is a draft of the 2016 Annual Warrant for the Board's review and comment. All recommendations and some amounts are blank at this time until after the Budget Committee Public Hearing on 1/13/16 at 7:00 pm. Typically, the Board votes their recommendations on articles after the public hearing, therefore a tally vote is scheduled for 1/18/16 meeting. The final warrant must be posted by the last Monday in January (1/25/16), and we plan to post by Friday 1/22/16.
- 6:30 pm 5. **Public Hearing re: accepting Executory Interest in a Conservation Easement for approximately 60 acres on Map 12 Lot 6-3 off Montelona Road** #5
- 6:45 pm 6. **Selectmen Discussion**
- a. Committee Reports: Historic District Commission #6a
- b. New Business: No submissions
- c. Old Business: Action Matrix #6c
- 7:00 pm 7. **Public Hearing re: change in fees for Parks and Recreation Programs** #7
- Youth Basketball League – Resident from \$30.00 to \$40.00 / Non Res. \$40.00 to \$50.00
- Youth Lacrosse League – Resident from \$65.00 to \$75.00 / Non Res \$75.00 to \$85.00
- Men's 18 Plus Basketball – Resident from \$70.00 to \$80.00 / Non Res. \$80.00 to \$90.00
- 7:10 pm 8. **Public Comment**
- 7:20 pm 9. **Non-Public Session RSA 91-A:3 II (b) hiring and (c) adversely affect reputation** #9
- ADJOURN by 10:00 pm

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In attendance were Chairman Peter Georgantas, Selectman Collis Adams, Selectman Allen Brown, Selectman Scott Gross and Town Administrator Sue Desruisseaux.

Absent: Vice Chairman Mark Lemay.

6:00 pm CALL TO ORDER BY Chairman Georgantas.

The Board said the Pledge of Allegiance.

ACCEPTANCE OF MINUTES

Selectman Brown made a motion to approve the public and non-public minutes to the meeting of December 14, 2015. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

ANNOUNCEMENTS

Proclamation to Goffstown High School Football Team

Chairman Georgantas welcomed the members of the Goffstown Grizzly Football Team- the State Champion Football Team. The Board of Selectmen have the privilege of making proclamations for the town, and we've decided to make a proclamation for our football team. Selectman Gross followed you and went to your games so he will read the proclamation.

Selectmen Gross read the proclamation as follows:

“Whereas a proclamation is given by the Board of Selectmen for notable achievements in the community that deserve recognition; and whereas the Goffstown High School Football Team, without losing a single game, raced to victory for a championship win of 42-14 over Exeter High School in the Division I championship in their first high school football title; and whereas the Goffstown High School Football Team competed against very challenging teams who were sometimes bigger in size, and using their extraordinary combined talents, were this year's Division I State Champions; and whereas the Goffstown High School Football Team, along with their coaches, managers, parents, supporters, and cheerleaders are entitled to be proud of the team's accomplishments and to receive the admiration of their community; now,

Therefore, we, the Board of Selectmen of the Town of Goffstown, the County of Hillsborough, in the State of New Hampshire, by virtue of our authority vested in us, do hereby proclaim that tomorrow, December 22, 2015, will be designated as Goffstown High School Football Team Day. Given our hands, Peter Georgantas—Chairman, Mark Lemay – Vice Chairman, Selectman Scott Gross, Selectman Collis Adams and Selectman John Allen Brown.”

Selectman Gross said that doesn't mean you can speed through town. You still have to go to school. But you can brag that it is the Goffstown High School Football Team Day. On behalf of the Board of Selectmen, he wants to say they did an outstanding job, and did it with character. Winning is a great thing, but if you don't do it the right way, it just isn't the same. He knows Coach Hufft imparts winning with character and humility. He (Selectman Gross) watched almost all of the games and is proud of the way the team conducted themselves on and off the field. You left an indelible mark in Goffstown. It's an historic thing, too, being the first ever championship and undefeated season. Thank you. And, as your coach says, be humble and

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don't let it go to your head. You set that legacy for all future football players in Goffstown. Great job said Selectman Gross.

TOWN ADMINISTRATOR'S REPORT

Selectmen Meeting Schedule

Town Administrator Desruisseaux said there are no meetings for the next two weeks unless something comes up.

Consensus Folder

Town Administrator Desruisseaux said you have an employee status report to rehire a call fire fighter. You have already signed and delivered the Proclamation. The police officers appointment papers are in your consensus folder. You have a termination of the old Langley Easement and a signature on the new deed. It has gone through Cy Pres and Attorney Drescher says it only needs your vote and signature. You have a drainage easement on Map 7, Lot 56. That comes to you from the Planning Board. *Selectman Adams made a motion to approve the Consensus Folder. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.*

Primex Agreement

Town Administrator Desruisseaux said she got the Primex agreement and that it is in their signature folder. They will need to take a vote on it.

Selectman Adams made a motion to approve and sign the Primex agreement. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

PUBLIC COMMENT—there was no public comment at 6:10 pm.

Oath of Office for Patrol Officers Nicholas Roussel and David Oslin

Police Chief Browne read a biography on each of the officers. David Oslin is from Littleton, MA and attended St. Anselm's College, with a degree in Economics and Philosophy, and a minor in Math. He received the Thomas Valouchi Jr Scholarship for demonstrating excellence in spiritual and leadership growth. He enjoys sports, his family, and voluntary outreach in his community. He, along with Officer Nicholas Roussel, graduated Friday from the 168th NH Police Academy.

Chief Browne said Officer Nick Roussel is from Pelham, and attended SNH University prior to transferring to Mt. Washington College where he earned his Associate's Degree in Criminal Justice. He's working on his Bachelor's Degree and has recently returned to his High School alma mater to assist with his high school varsity baseball team as their pitching coach. As stated earlier, he also graduated Friday from the 168th NH Police Academy.

Selectman Gross said, while they get the paperwork, he wants to acknowledge the Police and Fire Departments for the tremendous job they did during the debates. There were a lot of officers and a lot of man hours. Everything went very well. It was a dress rehearsal for February. Chief Browne said there were no arrests.

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Chairman Georgantas administered the oath of office, first to Officer Roussel and then to Officer Oslin. Officer Roussel introduced his family and selected his mother to pin his badge. Officer Oslin introduced his family and selected his mother to pin his badge.

Authorization to apply for FEMA Firefighter Assistance Grant for \$40,000 to be used for gear/washer/dryer

Chief O'Brien said the Fire Department is requesting permission to apply to a FEMA or Department of Homeland Security grant. It is the Assistance to Firefighter Grant Program, which has been funded by the Federal Government since 2002. We've been awarded several grants from this grant fund, including a tower ladder (truck). At this point we'd like to proceed with an application for a project that is overdue. We are looking for a grant for a washer extractor for our professional protective equipment and drying cabinets. It would apply for those times in the amount of about \$40,000. The federal match is 10%, if awarded. It is competitive and we expect the awards to go out next summer. Chairman Georgantas asked if the Chief would budget the \$4,000 in next year's budget or is there already a line he would use. Chief O'Brien said now that budgeting is done they would take money from out of facilities maintenance and equipment. There should be enough there to cover that.

Selectman Gross made a motion to authorize an application for the FEMA Firefighter Assistance Grant as presented. Selectman Adams seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Chief O'Brien said there is a grant but he learned Friday that the furnace at the Tirrell Hill Road station has gone down. It has a cracked boiler and needs to be replaced. Replacement cost would be approximately \$6,700 installed. He is looking to replace it with propane instead of oil and that is less expensive. He asked for a \$5,000 encumbrance from this year's budget immediately to get that project done.

Highway Safety Committee Recommendations

Chief Browne said he has seven sign requests from a recent Highway Safety Committee meeting and an email that he agreed to read. Town Administrator Desruisseaux said she has only five. One was taken care of last week—the clearing of the brush. Chief Browne said there were some extra items with that, which he thought were important to bring forward. And one of the bullet items had two items in it.

Request for No Thru Traffic on E. Union St.

Chief Browne said there were several residents who spoke to the Committee on this. The Committee reviewed the investigating officer's reports. After discussion there was a 5-0 vote to not recommend the "No Thru Traffic" ordinance. We determined it is very difficult to enforce, and speed, not necessarily the amount of traffic, was the main concern. Three options were presented. One was a motion and a 5-0 vote to recommend a reduction of the speed limit on East Union to 20 mph from 30 mph. There was discussion of installation of a 3 way stop sign at the intersection of East Union and Prospect Street and a continuation of sidewalks along East Union to assist in calming measures for the increased pedestrian traffic from the Rail Trail. The motion was 5-0 to recommend those three items.

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Selectman Adams asked if there were estimates on the cost of the sidewalk continuation. Chief Browne said Director Jacobs told him that was one of the projects he has in the out years. We figured it wouldn't be an immediate solution but a longer term approach. Selectman Gross asked the rationale for the reduction in the speed limit to 20 mph. Chief Browne said that road presents a lot of obstacles with bus traffic in the morning and in the afternoon. The roadway is tight and curvy and isn't the smoothest road. Speeds on that road at 35 mph appear to be very fast. Our court won't recognize unreasonable speed until it is in the 40's. He thinks 20 mph is the reasonable way to go.

Selectman Brown said the 3 way stop will stop the traffic from just blowing through there. Now there is no way to slow them down. It's used as a short cut to beat the traffic through town. If we stop it, they won't want to use it. Chief Browne said the idea is to not have people use the side roads to beat traffic that may be congested.

Chairman Georgantas said his only concern is the 3 way stop. With the number of busses, they just get up to speed and have to stop. If he lived near that intersection he wouldn't want to hear that. Selectman Brown said at 7 a.m. most everyone is up and rolling. Chairman Georgantas said there is also pollution emitted when doing that. The accelerating and decelerating puts out a lot more exhaust gases. He thinks the speed limit is reasonable.

Selectman Gross asked if the Truck Center weighed in, or were noticed on this. Chief Browne said they did not weigh in and were not noticed. Selectman Gross said he has a concern with that. They are a pretty big stake holder and this is the way our children get to school. Town Administrator Desruisseaux said if you take the advice of Highway Safety there would be an ordinance change and there would be two public hearings.

Selectman Adam said he's okay with the reduced speed limit but not with the 3 way stop. Chief Browne said Highway Safety is advisory. Town Administrator Desruisseaux said if you have another option you could ask them to study it. You could ask them to reconvene or you could change it. Selectman Adam said he'd like to see the speed limit (lowered) and see how it goes. Selectman Brown said we can see what the Truck Center says about it.

Selectman Gross made a motion to move to public hearing to reduce the speed limit from 30 mph to 20 mph on East Union Street. Selectman Adams seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Selectman Gross asked about the speed limit on West Union Street. There are challenges there as well. Chief Browne said it is 30 mph. Chief Browne said it is a failed intersection at Main Street for that one.

Request for Slow Children or Bus Stop Ahead sign on Black Brook & Snow Roads

Chief Browne said no one was present for the Highway Safety Committee discussion. The reporting officer's report and diagram was discussed. Bus stops are not set in stone from one year to the next. The vote was 5-0 to not recommend the sign.

Selectman Adams made a motion to accept the Highway Safety Committee recommendation. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

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Request for Additional On Street Parking Near Bartlett Elementary School

Chief Browne requested this be removed for further research. The SAU wants to be able to speak to the Highway Safety Committee before it goes forward.

Request for Speed Limit sign by Roundabout and also a Disabled Child sign

Chief Browne said there was no public representative for this. Speed did not appear to be a factor during the surveying officer's time there. Radar trailer studies were also shown. There was a vote of 5-0 from the Highway Safety Committee to not recommend this request. Chairman Georgantas said this is the roundabout on Center Street. Selectman Adams said it already has a recommended speed limit of 15 mph. Chief Browne said it was more of a concern of people coming out of the roundabout heading west bound onto Center Street. The person making the request was also requesting a slow traffic for disabled child sign. There was nothing that met the criteria for that sign.

Selectman Gross made a motion to accept the Highway Safety Committee's recommendation to not recommend placement of signs in that area. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Request for Yellow Warning Lights near Wallace/Mast Rd. Roundabout

Chief Browne said there were no members present to discuss this request. A vote was taken and it was 5-0 to not recommend further lighting. We felt there is enough signage there already. Selectman Adams said it was a Manchester resident who had the concern. Chief Browne said every time he drove in there fast, it came up on him enough to give him concern.

Selectman Brown made a motion to accept the Highway Safety Committee's recommendation to not place further lighting at that location. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Request for Blind & Deaf Person sign near 127 Montelona Rd.

Chief Browne said two residents came in to explain concerns with the speed and curvy nature of the road. It is not conducive to pedestrian traffic. One resident has an elderly family member who is determined to walk the street who has a sight and sound disability. The Committee reviewed the reports and voted to not recommend the placement of the sign due to the projected effectiveness it would have. Instead, a motion was taken to direct Director Jacobs to research highway signage that would be approved by with MUTCD. Selectman Adams said that is the Manual on Uniform Traffic Control Devices, with a sign reflecting curvature in the roadway to help slow traffic down.

Selectman Gross made a motion to accept the Highway Safety Committee's recommendation to not place a Blind & Deaf Person sign at that location, and to direct the DPW Director to research alternatives approved by MUTCD to delineate the curve. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries

Three-Way Stop at East Dunbarton and Black Brook

Chief Browne said this was in reference to the dangerousness of the intersection at East Dunbarton and Black Brook. DPW Director Jacobs had come in and sought permission to go onto private property. In and around that time there was an alternative request for a 3 way stop sign at this intersection. An officer investigated that intersection. Two residents were present. Site issues were one of the main issues discussed at the Highway Safety Committee meeting. A

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recommendation of a T intersection was made. Director Jacobs said that is something in that for future planning to make it more in line with a 90 degree perpendicular intersection marked with stop signs. The Highway Safety Committee voted to recommend a 3 way stop sign at that intersection with a continuation of a redesign of the intersection to a T. There was an email that came in from Ms. Walton who originally had a problem with that intersection. She concurred she would like to see a 3 way stop at that intersection. Chairman Georgantas asked how many accidents there have been. Chief Browne said there have been more close calls than accidents. Knowing they have to stop ahead is a safer moving mechanism.

Selectman Adams made a motion to accept the Highway Safety Committee's recommendation to approve the three-way stop sign. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

**Public Works Director Adam Jacobs
Road Scholar Announcements**

Chairman Georgantas announced that Myron Beaulieu, Dalton Clark and Mike Kos earned the Road Scholar I certification, George Maloney earned the Senior Roads Scholar certification and Mike Hillhouse earned the Master Roads Scholar certification.

Solid Waste Truck Engine Failure

Director Jacobs said we had a primary solid waste tractor that had an engine failure. A cylinder is welded to the engine block. It will need at least a rebuild and maybe a new engine. It's had 4 replacements and one rebuild since we owned it, which was \$17,000. They've quoted up to \$42,000 if we want a manufactured engine, if it can't be unseized. He wants to toss around options because he'd like to encumber money from this year for repairs. He has surpluses in diesel fuel that could give \$20,000-\$25,000 toward it. Another option is to lose this truck and pick up a used replacement. If we have to pay to have the waste hauled it is about \$2,000 per week. In the long range this is scheduled for replacement in 2023. It is scheduled to move to backline status in 2018. The truck we are using now will be replaced and become the frontline. There is an upside and a downside. The upside would include a 2 year warranty on the work. The down side is they don't know the level of rebuild until it's open. Costs could double as they open it up. The same thing could happen to a used vehicle, and that would have no warranty.

Selectman Brown asked if they've been doing oiling sampling on this truck. Director Jacobs said nothing has shown up. Selectman Adams clarified they'd have to contract the hauling, if this truck goes down. Director Jacobs said that is about \$2,000 per week. It goes to Bethlehem.

Chairman Georgantas said you are stuck between a rock and a hard place. Selectman Brown said \$2,000 isn't a lot of money for hauling, given the cost of gas. Chairman Georgantas said it's only cheap if you reduce the other side. Selectman Brown said he recommends looking at it to determine what to do with it.

Selectman Gross said if we go that route we have to encumber a certain amount for the worst case scenario. Director Jacobs said they can spare \$25,000 between Highway and Solid Waste Diesel lines. It is likely going to be over \$10,000, so we'll need to go out to bid unless directed otherwise. Freightliner is the state contractor and would be more expensive than a private shop. Either way we'd have to give them a cap or tell us the damage before they go further. If going

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out to bid, he'd need a number from the Board. We need a mechanism to limit the down side. Selectman Gross said the issue is the dilemma of going out to bid, which will take longer. This may be a case that we don't go out to bid. There is a company we've used before. Have there been issues? Director Jacobs said not that he's aware of. Chairman Georgantas said he'd prefer Freightliner. They have the warranty.

Selectman Gross made a motion to encumber \$25,000 and direct the DPW Director to proceed with diagnostics and repair with the state vendor Freightliner. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Uncanoonuc Dam - Hazard Mitigation Grant Program

Director Jacobs said with the Emergency Action Plan finished they can apply for Hazard Mitigation for the Uncanoonuc Dam. Someone from Homeland Security came in to talk about the grant. They would be willing to leave the window open. The paperwork needs to be to FEMA by March. It is a \$222,000 Special Article for this coming year. One issue is that it would delay the project to 2017 because of the way the grant announcement comes. We could apply provisionally and still pursue doing it on our own outside the grant process. We don't get reimbursed if we work on it up front. Town Administrator Desruisseaux said have the money budgeted and it passes, you lose points in your grant application. The Board's consensus was to wait and pursue the grant. Town Administrator Desruisseaux said the Special Article would be written just for the match.

Chief O'Brien said after speaking with the State, there are two grants. One is a Pre-disaster Grant. The other is a Hazard Mitigation Grant. The woman from Homeland Security thought we should apply for the Pre-disaster Grant first. It is a 75/25 grant program. If that failed, we'd immediately apply for the second one. It would take this year out of it. You would more likely be awarded late fall/early winter, ready for next year. Money you've already spent to get the project going can be used for your match. They will come in January to help us fill out the application on line. Town Administrator Desruisseaux said we have designated money twice for design so far. Chief O'Brien said the budget will include the \$222,000 plus the engineering costs to reflect the total price. Town Administrator Desruisseaux said she'd like to receive the figures already spent because she will be doing a draft warrant for the Board for next week's meeting.

Selectman Adams made a motion to proceed with the Pre-disaster Grant application, and if not successful, then to follow-up with the Hazard Mitigation Grant application. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

TOWN ADMINISTRATOR'S REPORT (continued)

Assessor's Recommendations

Town Administrator Desruisseaux said there is an Intent to Cut for Map 7, Lots 55 & 75. There is a solar system exemption for Map 7, Lot 111A-2-9. There is a veteran's tax credit for Map 6, Lot 22-113. There are the 2015 tax year abatements on tax deeded properties: Map 16, Lots 177A, 118, 225-1; Map 17, Lot 220a and Map 24, Lot 43.

Selectmen Brown made a motion to approve the Assessor's recommendations. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

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2015 Year-end Encumbrances

The Town Administrator distributed the revised encumbrance list. She said also to include are the addition of two encumbrances, for a portion of the fire escape work at Grasmere Town Hall. The Board agreed to also add the \$25,000 for DPW Solid Waste Truck repair and \$5,000 for the replacement of the failed furnace at Station 17. Town Administrator Desruisseaux said the new bottom line including the unanticipated change orders for the TE Grant equals \$437,559.66.

Chairman Georgantas said the mats and the blinds on the south side of Town Hall were added to the list from the contingency line. Town Administrator Desruisseaux said that just includes the entry mats and the ones at the top of the stairs. There are also blinds for the south side of the building included. Town Administrator Desruisseaux said if approved she will order those tomorrow.

Selectman Gross made a motion to approve the revised 2015 encumbrance list with the additions made this evening for a total of \$437,559.66, with the provision they have signed contracts or service orders.. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Steve Hersom request to improve/maintain a Class VI Rd, and to build on it

Town Administrator Desruisseaux said Mr. Hersom requested to appear before the Board regarding improvements and maintaining Shanty Road, a class VI road. He has a ZBA approval from last year contingent upon Planning Board approval and Selectmen's approval.

Selectman Gross disclosed that Steve Hersom lives down the road from him. He doesn't see the need to recuse himself, but he will if the Board would prefer it. We don't have a close type of relationship. The Board didn't request that he recuse himself.

Town Administrator Desruisseaux said this goes back a ways. We talked to him in 2012 after he had done repairs without approval. Now he wants to do further improvements. Selectman Adams asked about the business. Steve Hersom said it is a tree service and cord wood business.

Town Administrator Desruisseaux said the parcel is about .4 miles from Montelona Road. This Board has never taken up a request to build on a class VI road. The ones she has experienced were at the base of the mountain, and were smaller lots. The Board decided at that time to only allow it, if it was one lot deep because of the concern of getting to the structures. This is a different situation because of the distance.

Steve Hersom said it is a 7 acre lot. Director Jacobs said at the ZBA they granted his request for a non-conforming lot with the recommendation they come to the Selectmen in case it was a waste of time. His ultimate goal is the question is if you will allow it, and if so, there is road work to be done. From DPW's perspective, we'd prefer the road not be upgraded to class V for us to take up that maintenance burden. If it is to remain a class VI, we don't have issues. There is a seasonal stream and a permanent water body across the road that would need to be properly designed for a culvert sizing. There are three trees that are flagged to be cut but he would have to talk with the property owners about that. As long as there isn't excessive grading and embankments removed that would cause stabilization issues, they have no problem. The proper

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way to do that is if you are looking to allow the operation of this business, he can go back to the Planning Board and we can weigh in there.

Town Administrator Desruisseaux said it is .4 miles in. We're not looking to change the status but to build on it requires authorization from the Selectmen. The owner would sign a waiver of liability for the improvements on the road. Steve Hersom said there is just a business out there.

Chairman Georgantas asked if he had any intention on building a house out there. Steve Hersom said not at all. Director Jacobs said there is one house out there that is relatively close to the stream crossing. It would be advisable to have that engineered because an undersized culvert could inundate that back yard for that abutter.

Selectman Adams said he has walked the property before. There is an invasive species that would have to be properly removed and disposed of. It is going to take some work to do. There is a culvert crossing. There is going to have to be some ditch work. Steve Hersom said he pretty much has it under control. There are a couple of spots to be widened a bit. He's not looking to change grade or dig ditches. There are a couple of trees in one spot. He'd like it to be wide enough to be accessible for an emergency. Town Administrator Desruisseaux asked about the width of the right-of-way. Director Jacobs said it is 20 feet from stone wall to stone wall. That is most likely the right-of-way. Selectman Adams said tree harvesting would have to be within the stone walls unless you have permission from the land owners. Steve Hersom said that is already in process.

Selectman Adams made a motion to allow the property owner to proceed with the road design of a class VI road contingent on site plan approval by the Planning Board, and Fire and Police approvals where necessary. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Request to schedule Public Hearings for the Fink Conservation Easement

Town Administrator Desruisseaux said this is the parcel previously presented to the Board by David Nieman. Now that the Planning Board has recommended it, the Board of Selectmen may schedule the public hearings.

Selectman Adams made a motion to proceed with the required public hearings. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Request to authorize the establishment of a private trust fund under RSA 31:19 entitled the Lockwood Family Scholarship Fund

Town Administrator Desruisseaux said the gift instrument has been reviewed by the Trustees of the Trust Funds and they find it meets the requirements of the Town's policy. The process requires authorization by the Board of Selectmen before the Trustees can vote to establish the fund.

Selectman Gross made a motion to authorize the establishment of the Lockwood Family Scholarship Fund. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

SELECTMEN'S DISCUSSION

Committee Reports:

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Conservation

Selectman Adams said there was a ZBA request for a property on Channel Lane by the river. They have 3 or 4 temporary shelters on a very small lot and are seeking variances from the ZBA. Their request was to allow one shed to be within the 100 foot buffer to the river. The Conservation Commission reviewed and discussed it and had no issues or concerns. There was also a public presentation from Brookfield Investment Group regarding a 5 lot subdivision on Lesnyk Road. The Conservation Commission conducted a site walk of the property back in November. Some concerns were raised that needed to be addressed relating to the lot status, whether it is one lot or three. There were major drainage concerns with impacts to the road, abutters, and adequate erosion control. Also, another concern was with regard to the newly constructed house being constructed next to the wetlands with no setback requirement. Therefore, the application was continued to December 16th.

The Conservation Commission reviewed and discussed the proposal with Mike Dahlberg, a licensed land surveyor, and Alden Beauchemin, a wetland scientist. There was a presentation explaining the research that was done on this property with regard to this property actually being three separate tracts of land and not one lot. Mike Dahlberg explained that the Town combined the properties for tax purposes and not the owner. The research that was done proves that these were never combined by the owner and are three separate tracts of land. Mike Dahlberg explained he had previous meetings with Town staff and showed correspondence from staff that these are three separate lots. The Commission moved forward with reviewing the proposal as three separate lots, with the focus on Tract 3, which is the lot currently showing the proposed open space subdivision. It is a 9.195 acre lot.

After further discussion of the concerns, the Conservation Commission provided the following comments to the Planning Board: 1) in regards to Tract 3, the acreage is shown as 9.195 acre. Questions were raised whether this meets the open space requirements with the configuration and access to the open space. Concerns were raised with the lot being split zoned, Conservation & Open Space and Residential-1. The majority of the lot is within the Conservation Open Space Zone where 5 acres is required for lot size and the Commission questions whether the lots meet the open space lot size requirements; 2) Questions were raised with regards to the yield plan being a viable plan with regard to the lot size of 9 acres and the large amount of wetland area on the lots; 3) The intent of this property was to be developed. There have been previous proposals by the applicant and meetings on what could be done with this property. This plan was submitted just after a building permit was issued for a single family home to be constructed. The single family house would not have been built in the setback had they done the subdivision first. There is concern they pulled an end-around to try and get this one house built, when they knew all along they were going to subdivide and this house would not have met the wetland setbacks. There is some concern as to the process.

Chairman Georgantas asked if there was anything stipulating beforehand. Selectman Adams said it is unfortunate because in the plan we saw the house could easily have been moved to meet the setback and still conform to the other setbacks. The Commission had concerns that the

GOFFSTOWN BOARD OF SELECTMEN
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process followed wasn't above board. It's been clear on more than one occasion that this lot was going to be subdivided. They claimed that since this is a lot of record pre-1993 the setbacks don't apply and they are good to go. They put the house close to the wetlands. Woodland Village on Bog Road has to get a new Alternation of Terrain permit. Theirs has expired. We were supposed to look at the proposed Goffstown Junior Baseball Parking Lot. It was continued at the applicant's request. The Commission had no issues of concern with it.

Parks & Recreation

Selectman Gross said the majority of the conversation dealt with program fees. Director Wilhelmi should be in contact with Town Administrator Desruisseaux to schedule a public hearing on it. He wants to do it sooner than later. One of the fees would be for Lacrosse and that starts in February. There are modest increases to program fees that require a public hearing.

Director Wilhelmi went over the status of his budget. The Commission pressed him about getting a Facebook/social media site going. A question came up on our Social Media Policy. There is a reference to "department head's designee," and there is another reference further down about "employee." The department is a small department. You have the Director, a grounds keeper who is on the road, and two other people. There are a couple of Commissioners who would help him with that endeavor, but there were questions as to whether the policy allows for it. It would be greater flexibility for the department to have a designee for social media as long as they are aware of the policy. Ultimately the Director is responsible for it. Whether our policy needs a change, or a waiver in this instance, we have some committees or commissions who do work on behalf of the Town that is far greater than updating a website or putting a picture on Facebook. We should extend that to the Commissioners as long as they sign the conditions of use. Town Administrator Desruisseaux said she would check with IT to see if they have any concerns. You have control over an employee.

Selectman Gross said Facebook has a password to get in. They can't access anything else. Because they are doing sports, there is more opportunity to be active in posting on the page. Dave Pierce came by and gave an update. There is an Eagle Scout looking to develop where the old bridge was. He showed a copy of the plan. It would overlook the river and dresses up this part of the Rail Trail. The Commission authorized the Eagle Scout to work on the project. He reminded the Commission of the costs to complete the trail. He reminded them they are about halfway there on completing the mileage of the trail.

Planning Board

Selectman Adams said the first order of business was holding the second public hearing on the Zoning Amendments. There were very few from the public there for this hearing. The Board voted on them and all but two were unanimous to place on the warrant. The other two amendments had a vote of 5-1 in favor of placing them on the warrant. They are available on the Town's website in the Planning Department's portion and in the Town Clerk's portion.

After the Zoning Amendments public hearing, the Board did a completeness review hearing for a two lot subdivision on Gorham Pond Road. The Board voted to approve the subdivision with 18 conditions. We heard a presentation on the mill building downtown. It was for completeness review and conditional use permits only to allow mixed use of residential and a restaurant with

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no drive-through. He talked of putting the power generating facility back in operation. There was a public hearing with many in attendance and many speaking on it. Many were in favor of it. Some were opposed primarily due to traffic and noise. The Board voted to approve the four conditional use permits. It is not project approval. With the conditional use permits they can move forward in their project design and site plan approval.

We had a completeness review for the five lot subdivision on Lesnyk Road. The Board voted not to accept the plan because of not having a drainage study, a traffic study, no sediment erosion control solution, and the map & lot numbers have not been properly resolved prior to submittal.

The conceptual hearing for the parking for Goffstown Junior Baseball was rescheduled to January 14, 2016. Surety bonds for Monarch Avenue were released and they Board accepted the language for the maintenance bonds for Monarch Avenue. It was also Brian Rose's last night as Planning Director.

New Business: No submissions.

Old Business:

Action Matrix

Chairman Georgantas said the budget transfers can be taken out of the matrix. They will have a meeting with the Sewer Department and EDC after the first of the year. Town Administrator Desruisseaux said the subcommittee is waiting for a report expected in April for the wage and classification study. Chairman Georgantas said he met with the Town Clerk regarding dog licensing issues. It is her recommendation to continue as is. There is no simple way to get around it. Selectman Adams said he agrees. He doesn't think we will make it any better than it is. That can come off of the matrix. The public awareness campaign for 911 awareness is ongoing. Selectman Adams said the Planning Board has been dealing with the zoning amendments and next will be the development regulations where this I-93 and the mitigation funds will come in. Chairman Griffin made a nice memo that could be converted into a letter to the DOT. He will get a copy to Town Administrator Desruisseaux.

7:42 pm Selectman Brown made a motion to enter non-public session per RSA 91-A:3 II (d) consideration of acquisition of real or personal property. Selectman Gross seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Selectman Adams-aye; Selectman Brown-aye; Selectman Gross-aye. VOTE: 4-0-0. All in favor. Motion carries.

8:10 pm Selectman Brown made a motion to exit non-public session. Selectman Gross seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Selectman Brown made a motion to seal the minutes to the non-public session. Selectman Gross seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Selectman Adams-aye; Selectman Brown-aye; Selectman Gross-aye. VOTE: 4-0-0. All in favor. Motion carries.

Selectman Gross made a motion to authorize the Historic District Commission to sole source the work related to the west side fire escape as follows: Empire Sheet Metal for \$4,635 and

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Target New England for \$6,380 to be paid from the non-lapsing accounts managed by the Trustees of the Trust Funds. VOTE: 4-0-0. All in favor. Motion carries.

8:11 pm Selectman Gross made a motion to adjourn. Selectman Brown seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Respectfully submitted,

Gail Labrecque
Recording Secretary

Subject to approval by the Board of Selectmen.

Za

NEWS RELEASE

TRAFFIC ALERT – ROAD CONSTRUCTION

MAST ROAD (RT.114) & HENRY BRIDGE ROAD

GOFFSTOWN

December 31, 2015 - **Immediate**

GOFFSTOWN - The Goffstown Department of Public Works announces road construction on Mast Road (Rt. 114) and Henry Bridge Road on January 4th to January 7th. Crews will be working on installing signals at the Rail Trail crossings. Single lane alternating traffic will be necessary at times. Please expect delays.

This notice will be posted on the Town's Web site www.goffstown.com (Go to Traffic Alerts). Please contact; Eric Gustafson, Goffstown Engineering Technician, with any questions at (603) 497-3617 x 227. Thank you for your patience.

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**Town of Goffstown
2016 DRAFT ANNUAL WARRANT**

To the inhabitants of the Town of Goffstown in the County of Hillsborough qualified to vote in Town affairs:

You are hereby notified to meet Wednesday February 3, 2016 at seven o'clock in the evening at Goffstown High School in the Dr. Craig Hieber Auditorium in said Town for the first portion of Town Meeting, also known as the deliberative session, to act on the following subjects and determine matters which will then be voted upon by the official ballot on Tuesday, March 8, 2016. (Snow date for the first session is Thursday, February 4, 2016.)

You are further notified to meet Tuesday, March 8, 2016 to vote on all matters by official ballot. The polls will open on March 8, 2016 at 7:00 A.M. and close at 7:00 P.M. in the First District at the Goffstown High School and will open at 7:00 A.M. and close at 7:00 P.M. in the Fifth District at the Bartlett Elementary School.

ARTICLE 1 (Candidates)

ARTICLE 2 - 12 (Zoning Articles)

ARTICLE 13

To see if the Town will vote to raise and appropriate the sum of \$2,300,000 (gross budget) for the renovation and expansion of Fire Station #18 (18 Church Street) and to authorize the issuance of not more than \$2,300,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize municipal officials to issue and negotiate such bonds or notes and to determine the rate of interest thereon. (3/5 ballot vote is required for passage.)

Recommended by the Board of Selectmen _____ and Budget Committee _____.

ARTICLE 14

To see if the Town will vote to raise and appropriate for the operation, expenses and commitments of the town government, the budget approved by the Budget Committee in the amount of _____ Dollars (\$ _____).

This budget will be predicated by estimated revenues in the amount of _____ Dollars (\$ _____).

The Sewer Enterprise Fund of _____ Dollars (\$ _____) is included in this revenue amount and in the appropriations requested in this article.

The EMS Special Revenue Fund of _____ Dollars (\$ _____) is included in this revenue amount and in the appropriations request in this article.

The motion on the operating budget shall be the following, with only the appropriation amount subject to amendment:

“Shall the Town of Goffstown raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant, or as amended by vote of the first session, for the purposes set forth therein, totaling _____ Dollars (\$ _____).

Should this article be defeated, the default budget shall be _____ Dollars (\$ _____), which is the same as last year, with certain adjustments required by previous action of the Town of Goffstown or by law or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI, to take up the issue of a revised operating budget only.” NOTE: This article (operating budget) does not include appropriations in any other warrant article.

Recommended by the Board of Selectmen _____ and Budget Committee _____.

Town of Goffstown
2016 DRAFT ANNUAL WARRANT

ARTICLE 15

To see if the Town of Goffstown will vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the Teamsters Local #633 of NH representing certain Public Works employees which calls for the following increases in salaries and benefits at the current staffing level:

Fiscal Year	Estimated Increase
2016	\$ _____
2017	\$ _____
2018	\$ _____

and further to raise and appropriate the sum of \$ _____ for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. *(This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen _____ and Budget Committee _____.

ARTICLE 16

To see if the Town of Goffstown will vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the Professional Firefighters of Goffstown, Local 3420, International Association of Firefighters, which calls for the following increases in salaries and benefits at the current staffing level:

Fiscal Year	Estimated Increase
2016	\$ _____
2017	\$ _____
2018	\$ _____

And further to raise and appropriate the sum of \$ _____ for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. *(This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen _____ and Budget Committee _____.

ARTICLE 17

To see if the Town will vote to raise and appropriate Two Hundred and Twenty Five Thousand Dollars (\$225,000) to be added to the Fire Department Apparatus Capital Reserve Fund previously established. *This sum to come from the fund balance and no amount to be raised by taxation. (This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen _____ and Budget Committee _____.

ARTICLE 18

To see if the Town will vote to raise and appropriate Two Hundred Eighty Thousand Dollars (\$280,000) to purchase the harnesses for the Self Contained Breathing Apparatus (SCBA) and a Jaws of Life. *This sum to come from the fund balance and no amount to be raised by taxation. (This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen _____ and Budget Committee _____.

**Town of Goffstown
2016 DRAFT ANNUAL WARRANT**

ARTICLE 19

To see if the Town will vote to raise and appropriate Two Hundred Thirty Thousand Dollars (\$230,000) to purchase a replacement ambulance. *This sum to come from EMS Special Revenue Fund and no amount to be raised by taxation. (This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen ____ and Budget Committee ____.

ARTICLE 20

To see if the Town will vote to raise and appropriate Two Hundred Fifty Thousand Dollars (\$250,000) for Goffstown's Road Improvement Program. Passage of this article will direct the Selectmen to include this amount in future operating and default budgets of the Town of Goffstown beginning in 2016. *(This appropriation is in addition to Article 14 which has \$845,000 budgeted for reclamation, resurfacing and crack sealing of roads.)*

Recommended by the Board of Selectmen ____ and Budget Committee ____.

ARTICLE 21

To see if the Town will vote to raise and appropriate Twenty Thousand Dollars (\$20,000) for the purpose of supporting the nonprofit Goffstown Main Street Program, Inc. *(This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen ____ and Budget Committee ____.

ARTICLE 22

To see if the Town will vote to raise and appropriate the sum of Twenty-Thousand Dollars (\$20,000) for the purpose of helping to support the programs of Goffstown nonprofit Crispin's House Coalition for Youth Inc., a youth drug, alcohol and suicide prevention agency. Crispin's House provides prevention programs designed to help kids make positive choices in their lives. Our programs include high school and middle school monthly Youth Forums and VolunTEENS programs, Juvenile Court Diversion, Youth Attendant Program and financial aid to families that cannot afford after school care for their children. We are a member of the Greater Manchester Regional Suicide Prevention Initiative. *(This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen ____ and Budget Committee ____.

ARTICLE 23

To see if the Town will raise and appropriate up to Fifteen Thousand Dollars (\$15,000) for the purpose of supporting Goffstown Waterway Association and Namaske Lake Association efforts to manage milfoil in the upper portion of the Piscataquog River, Glen Lake, and Namaske Lake? This appropriation will assist in meeting the match for grants from the NH Department of Environmental Services and other sources. *(This appropriation is in addition to Article 14.)*

Recommended by the Board of Selectmen ____ . Recommended by the Budget Committee ____.

ARTICLE 24

To see if the Town will adopt RSA 41:9-a to authorize the Board of Selectmen to establish and amend fees following the procedures outlined in said statute.

Submitted by the Board of Selectmen.

**Town of Goffstown
2016 DRAFT ANNUAL WARRANT**

ARTICLE 25

To see if the Town will urge that the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors
4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.

The record of the vote approving this article shall be transmitted by written notice to the NH congressional delegation and to Goffstown's state legislators, and to the President of the United States informing them of the instructions from their constituents by the Selectmen within 30 days of the vote.

Submitted by petition.

ARTICLE 26

To hear the reports of Town Officers, Auditors and Committees and to pass any vote relating thereto.

ARTICLE 27

To transact any business that may legally come before said meeting.

Given under our Hands and Seal this 18th day of January 2016.

GOFFSTOWN BOARD OF SELECTMEN

Collis G. Adams, Chairman

John Allen Brown

Nicholas Campasano, Vice Chairman

Peter Georgantas

Mark T. Lemay



Town of Goffstown

BOARD OF SELECTMEN

16 MAIN STREET
GOFFSTOWN, NH 03045
497-8990 x100 • FAX 497-8993

**TOWN OF GOFFSTOWN
PUBLIC HEARINGS**

In compliance with RSA 41:14-a the Selectmen announce Public Hearings on 1/4/16 and 1/18/16 starting at 6:30 PM at Town Hall 16 Main St. Goffstown NH to accept an executory interest in a Conservation Easement on approximately 60 acres on Map 12 Lot 6-3, Montelona Rd. The Selectmen plan to vote on 1/25/16. *Any person with a disability who needs a reasonable accommodation, please call the Town Hall (497-8990 ext 100) at least 72 hours in advance for arrangements.*

CONSERVATION EASEMENT DEED

Timothy E. and Carrie L. Finke, husband and wife, of 355 Montelona Road, Town of Goffstown, County of Hillsborough, State of New Hampshire 03045 (hereinafter referred to as the “**Landowner**”, which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Landowner’s executors, administrators, legal representatives, devisees, heirs, successors, and/or assigns),

for consideration paid, with **WARRANTY COVENANTS**, grant in perpetuity to

the **PISCATAQUOG LAND CONSERVANCY**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 5A Mill Street, Town of New Boston, County of Hillsborough, State of New Hampshire 03070, having been determined by the Internal Revenue Service to be a Section 501(c)(3) income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter referred to as the “**Easement Holder**”, which word shall, unless the context clearly indicates otherwise, include the Easement Holder’s successors and/or assigns),

and with an Executory Interest (as described in the Section “Executory Interest Holder”, below), to the **TOWN OF Goffstown**, a municipal corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business at 16 Main Street, Town of Goffstown, County of Hillsborough, State of New Hampshire (hereinafter referred to as the “**Executory Interest Holder**”, which shall, unless the context clearly indicates otherwise, include the Executory Interest Holder’s successors and/or assigns),

this **CONSERVATION EASEMENT** (hereinafter referred to as the “**Easement**”) hereinafter described with respect to that certain parcel of land (hereinafter referred to as the “**Property**”), being unimproved land, consisting of approximately 60 +/- acres, situated on Montelona Road in the Town of Goffstown, County of Hillsborough, State of New Hampshire, shown as “Map 12 Lot 6-3” on a plan entitled, “X”, as prepared by Tom Huot, LLS #00921, S&H Land Services, dated XXX, 2015, and recorded at the Hillsborough County Registry of Deeds as Plan # _____, (hereafter “**Plan**”).

The Landowner intends, as owner of the Property, to convey to the Easement Holder the right to preserve and protect in perpetuity the Conservation Attributes of the Property, including:

HYDROLOGICAL RESOURCES:

- Approximately 60 acres within the Black Brook Watershed;
- Approximately 1,700 feet of frontage along both sides of Purgatory Brook, and 2,000 feet along both sides of a tributary to Purgatory Brook;
- Approximately 5 acres of an unnamed beaver pond;

- Approximately 11 acres of wetlands, as identified by the National Wetlands Inventory;
- Approximately 9 acres that fall within the Zone A floodplain, as identified by the Federal Emergency Management Agency;

ECOLOGICAL SIGNIFICANCE:

- Blanding's Turtle (*Emydoidea blandingii*), a State listed Endangered Species, identified by the Ecosystems Management Consultants, with degree of rarity in New Hampshire indicated by a State Rank of S1 and across its total range by a Global Rank of G4, on a scale of 1 (extremely rare) to 5 (demonstrably widespread and secure), documented within 1 mile; Wood Turtle (*Glyptemys insculpta*), a State listed Species of Concern, identified by the Vanasse Hangen Brustlin, Inc., with degree of rarity in New Hampshire indicated by a State Rank of S3 and across its total range by a Global Rank of G4 documented within 1 mile; Northern Black Racer (*Coluber constrictor constrictor*), a State listed Threatened Species, identified by the NH Natural Heritage Bureau, with degree of rarity in New Hampshire indicated by a State Rank of S2 and across its total range by a Global Rank of T4 documented within 1 mile; Smooth Green Snake (*Eopheodrys vernalis*), a State listed Species of Concern, identified by the NH Natural Heritage Bureau, with degree of rarity in New Hampshire indicated by a State Rank of S3 and across its total range by a Global Rank of G5 documented within 1 mile.
- Approximately 35 acres that are classified as part of the NH Natural Services Network, a GIS-based tool developed by 13 private organizations and public agencies to identify lands that provide important ecological services and that are difficult and/or expensive to replicate;
- Approximately 36 acres of appalachian/oak/pine forest, 10 acres of hardwood/hemlock/pine forest, 1 acre of temperate swamp, and 2 acres of peatlands as determined by the NH Fish and Game Department's NH Wildlife Action Plan, revised as of 2015;
- Approximately 60 acres that are part of a larger 558-acre unfragmented habitat block as determined by the aforesaid NH Wildlife Action Plan;
- Approximately 24 acres that are classified as "Tier 1" (highest ranked habitat in NH), approximately 13 acres that are classified as "Tier 2" (highest ranked habitat in biological region), and approximately 23 acres that are classified as "Tier 3" (supporting landscapes), as defined by the aforesaid NH Wildlife Action Plan;

LANDSCAPE CONTEXT:

- The enhancement of the magnitude and impact of 311 acres of previously protected land nearby the Property, including: the 101-acre Black Brook Preserve property, which is owned by the Easement Holder; the 126-acre Blackbriar Woods Preserve property, which

is owned by the Easement Holder; the 19-acre Preston Preserve property, which is owned by the Easement Holder; the 65-acre Waldfogel Tract property, which is owned by the Executory Interest Holder;

- Approximately 38 acres that are classified as being in the top 15% of the NH Wildlife Connectivity Model, a GIS-based model developed by the NH Audubon Society and the NH Fish and Game Department to identify areas that are a priority for wildlife movement and connectivity;

RECREATIONAL, SCENIC, AND CULTURAL RESOURCES:

- There are approximately over 7,300 feet (1.4 miles) of recreational trails throughout the property, with additional opportunities for wetland and aquatic resources education and scientific study.
- Approximately 700 feet of undeveloped, scenic road frontage along Montelona Road, a class V road;
- Approximately 1,700 feet of undeveloped, scenic frontage along Purgatory Brook and approximately 2,000 of an unnamed tributary to Purgatory Brook;

WORKING LANDS:

- Approximately 5 acres of agricultural soils of “local importance”, as determined by the U.S. Department of Agriculture, Natural Resource Conservation Service;
- Approximately 6 acres of “Group I” important forest soils, the most productive soils in New Hampshire with few limitations for forest management, as determined by the U.S. Department of Agriculture, Natural Resource Conservation Service;

The above Conservation Attributes of the Property are further described and documented in a Baseline Documentation Report (as described in the Section “Baseline Documentation Report”, below).

The Easement Holder agrees by accepting this grant to honor the intentions of the Landowner stated herein and to preserve and protect in perpetuity the Conservation Attributes of the Property for the public benefit of this generation and the generations to come.

1. PURPOSES

The Landowner intends that this grant be consistent with applicable provisions of New Hampshire RSA 477:45-47 and that this Easement will confine the use of the Property to such activities that are consistent with the following conservation purposes (hereinafter referred to as the “Purposes of this Easement”):

- A. To maintain the Property in perpetuity as open space;

- B. To protect the Conservation Attributes of the Property and prevent any use of the Property that will significantly impair or interfere with the Conservation Attributes of the Property;
- C. To protect the water quality of surface water and groundwater resources on and under the Property;
- D. To protect the natural habitat of the Property, including habitat for rare plant and wildlife species, and exemplary natural communities;
- E. To provide for low-impact outdoor recreational and/or educational use, as defined herein, of the Property by the general public;
- F. To provide for the scenic enjoyment of the Property by the general public;
- G. To conserve the Property's productive forest land, important forest soils, and the long-term protection of the Property's capacity to produce economically valuable forestry products; and
- H. To conserve the Property's agricultural productivity, its prime, statewide, and locally important agricultural soils, and the long-term protection of the Property's capacity to produce economically valuable agricultural products.

The above Purposes of this Easement are consistent with and in furtherance of the clearly delineated Conservation and Open Space Goals and Objectives stated in the 2006 Updated Master Plan of the Town of Goffstown, which include: Natural resource Protection Goal C&OS 2 Objective to support the Conservation Commission's efforts to guide permanent protection of open space, and Goal C&OS 3 to "support and encourage the protection and maintenance of natural resources", and its Objective to support the "efforts to conserve important natural resources for the good of all of Goffstown".

And consistent with New Hampshire RSA 79-A:1 "Declaration of Public Interest", which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources." and which also states: "It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use."

And consistent with Conservation Strategy 700 "Land Protection" of the aforesaid NH Wildlife Action Plan, which states: "New Hampshire requires a network of permanently conserved lands that effectively represents the state's wildlife and habitat diversity. Land protection through

conservation easements and acquisition ensures the long-term protection of our wildlife resources.” and includes, “701 Objective: Protect riparian/shoreland habitat and other wildlife corridors” and “702 Objective: Protect unfragmented blocks and other key wildlife habitats”.

And consistent with the clearly delineated Goals and Principles stated in the 2014 Piscataquog Land Conservancy Strategic Conservation Plan.

All the Purposes of this Easement are consistent and in accordance with the U.S. Internal Revenue Code Section 170(h).

2. USE LIMITATIONS

Any use or activity on the Property that is detrimental to the Purposes of this Easement is prohibited, subject to the reserved rights specified in the Section “Reserved Rights of the Landowner”, below. The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. No industrial or commercial use or activity shall be conducted on the Property, except as provided in Section [3.A and 3.B], below.
 - i. For the purposes hereof, “commercial” is defined to mean production, sale, or transportation for value.
- B. The Property shall not be subdivided or otherwise divided de facto into parcels of separate distinct ownership, and may be sold, transferred, devised or conveyed only in its entirety, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement of any kind, including, but not limited to, a dwelling, a cabin, septic system, residential driveway, tennis court, swimming pool, athletic field, golf course, dock, aircraft landing strip, tower, mobile home, storage trailer, or commercial structure shall be constructed, placed, or introduced onto the Property, except as provided in Section [3.C], below.
- D. No removal, filling, or other disturbance of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed on the Property, except as provided in Section [3.D], below.
- E. No mining, quarrying, excavation or removal of rocks, minerals, gravel, peat, sand, sod, topsoil, or other similar materials on the Property, except as provided in Section [3.D], below.
- F. No outdoor advertising structures, such as signs or billboards, shall be displayed on the Property, except as provided in Section [3.E and 4.D], below.

- G. No application, dumping, injection, burning, or burial on the Property of man-made materials or materials then known to be or which reasonably should have been known to be environmentally hazardous or detrimental to the Purposes of this Easement.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Easement Holder, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall not be used to satisfy the density, open space, frontage, setback, or other requirements of any applicable zoning ordinance, subdivision regulation, or other land use regulation of any governmental unit with respect to the development of any other property. Notwithstanding the provisions of the immediately preceding sentence, said regulations shall not include those governing NH Current Use Assessment under New Hampshire RSA 79-A as may be amended from time to time.
- J. The Landowner may not give permission for the use or operation of off-highway recreational vehicles, except as provided in Section 3.A, below. Further, the Landowner shall post the Property, as necessary, to prevent access to and use of the Property by such off-highway motorized recreational vehicles.
 - i. For the purposes hereof, "off-highway wheeled recreational vehicles" include, but are not limited to, all-terrain vehicles, motorcycles and dirt bikes.
- K. The Property shall not be posted against, and the Landowner shall allow use of the Conservation Easement portion of the Property by the public for non-wheeled, pedestrian low-impact outdoor recreational uses and/or educational uses, except as provided in Section 3.B, below. The Landowner shall not be required to allow camping on the Property. The Easement Holder shall be under no duty to supervise said access, use, or purpose.
 - i. For the purposes hereof, "low-impact outdoor recreational uses" include, but are not limited to, hiking, cross-country skiing, snowshoeing, fishing, horseback riding, and hunting.
 - ii. For the purposes hereof, "educational uses" include, but are not limited to, field trip and outdoor instructional use, wildlife nature observation and interpretation in the out-of-doors, scientific research in areas related to ecological systems and environmental conservation, and other such activities which promote a broad understanding of wildlife and natural resource management
- L. No alteration of location or removal of any stone walls or other monuments or markers that serve as legal boundaries as per New Hampshire RSA 472:6, or as legal boundary of this Easement as shown on the Plan.

M. No use shall be made of the Property, and no activity thereon shall be permitted which is inconsistent with the Purposes of this Easement, except as reserved herein. The Landowner and Easement Holder acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. The Easement Holder, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by, or addressed in, this Easement, or (b) alterations to existing uses or structures, are consistent with the Purposes of this Easement.

3. RESERVED RIGHTS OF THE LANDOWNER

The Landowner reserves all rights accruing from ownership of the Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- A. **Agriculture and/or Forestry:** The Landowner reserves the right to conduct commercial agriculture and/or forestry activities on the Property, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by such activities.
- i. For the purposes hereof, "agriculture" shall include, but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables); and, a farm roadside stand as defined by RSA 21:34-a as may be amended from time to time, all as not detrimental to the Purposes of this Easement.
 - ii. For the purposes hereof, "forestry" shall include, but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and, the processing and sale of products produced on the Property (such as firewood and maple syrup), all as not detrimental to the Purposes of this Easement.
 - iii. Any agriculture on the Property, for commercial purposes, shall not be detrimental to the Purposes of this Easement, and shall be performed in accordance with a written management plan consistent with the Purposes of this Easement and appropriate for the sites, soils, and terrain of the Property, which shall be in accordance with then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, by the U.S. Department of Agriculture's Natural Resource Conservation Service, by the NH Department of Agriculture, Markets, and Food, including but not limited to practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" last revised June 2011 and as may be revised, updated, or superseded from time to time, or by other government or private, nonprofit natural resource conservation and management agencies then active.

iv. If any forestry is conducted for commercial purposes, it shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.

a. The goals are:

- maintenance of soil productivity;
- protection of water quality, wetlands, and riparian zones;
- maintenance or improvement of the overall quality of forest products;
- conservation of scenic quality;
- protection of unique or fragile natural areas; such as the habitat for state of federally recognized rare, threatened, or endangered species, or such as exemplary natural communities, such habitat or communities as identified by the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
- protection of unique historic and cultural features; and
- conservation of plant and animal species.

b. Such forestry shall be performed in accordance with a written forest management plan appropriate for the sites, soils, and terrain of the Property, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Easement Holder. Said plan shall be current within ten (10) years of harvest, and be in accordance with then-current, generally accepted best management practices recommended by government or private, nonprofit natural resource conservation and management agencies then active, including but not limited to recommended practices in "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire (second edition)" Bennett, Karen P. editor, December 2010, or similar successor publications.

c. At least sixty (60) days prior to any timber harvesting, the Landowner shall submit to the Easement Holder a written certification, signed by a licensed professional forester, or by other qualified person who has been approved in advance and in writing by the Easement Holder, that the forestry plan for the Property has been prepared in compliance with the Purposes of this Easement and the proposed harvesting activities conform with the plan. Upon request by the Easement Holder, the Landowner shall submit the plan itself to the Easement Holder within ten (10) days of such request. It is acknowledged that the plan's purpose is to guide forest management activities in compliance with the Purposes of this Easement, and that the actual activities will determine compliance therewith.

d. Any timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester,

or by other qualified person approved in advance and in writing by the Easement Holder.

- e. Such forestry shall be carried out in accordance with all applicable federal, state, local, and other governmental laws and regulations.

B. Recreation and/or Education: The Landowner reserves the right to conduct commercial low-impact outdoor recreational uses and/or educational uses, [as defined herein,] provided that they are not detrimental to the Purposes of this Easement.

- i. For the purposes hereof, “low-impact outdoor recreational uses” include, but are not limited to, hiking, cross-country skiing, snowshoeing, fishing, horseback riding, mountain biking, snowmobiling, and hunting.

C. Structures or Improvements: The Landowner reserves the right to construct ancillary structures or improvements on the Property, provided that they are:

- i. Necessary in the accomplishment of the forestry, habitat management, agricultural, low-impact outdoor recreational, educational, or conservation uses of the Property, including, but not limited to, gravel, dirt, or other permeable-surface roads, trails, fences, utility lines, bridges, maple sugar houses, farmstands, culverts, barns, or sheds; and
- ii. Not detrimental to the Purposes of this Easement.

Any such construction of an ancillary structure or improvement on the Property that has permanent foundations or an impermeable roof shall be subject to the notification requirements set forth in the Section “Notices”, below.

D. Excavations: The Landowner reserves the right to remove, fill, or otherwise disturb soil surface, change the topography, surface or subsurface water systems, wetlands, or natural habitat on the Property, provided that such activity:

- i. Is necessary in the accomplishment of the forestry, habitat management, agricultural, low-impact outdoor recreational, educational, or conservation uses of the Property;
- ii. Does not harm state or federally recognized rare, threatened, or endangered species, or species of special concern or exemplary natural communities, such determination of harm shall be based upon information from the NH Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;
- iii. Does not cause significant soil degradation, erosion, or significant pollution of any surface or subsurface waters; and

- iv. Is not detrimental to the Purposes of this Easement.

Removal from the Property of such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be subject to approval by the Easement Holder. Prior to the commencement of any such activities, the Landowner shall secure all necessary federal, state, local, and other governmental permits and approvals.

- E. **Advertising Structures:** The Landowner reserves the right to display outdoor advertising structures on the Property, provided that they are:
 - i. Desirable or necessary in the accomplishment of the forestry, habitat management, agricultural, low-impact outdoor recreational, educational, or conservation uses of the Property; or
 - ii. Necessary for public safety; and
 - iii. Not detrimental to the Purposes of this Easement.
- F. **Off-Highway Recreational Vehicles:** The Landowner reserves the right to use or operate off-highway recreational vehicles on the Property, provided that they are:
 - i. Desirable or necessary in the accomplishment of the forestry, habitat management, agricultural, low-impact outdoor recreational, educational, or conservation uses of the Property; and
 - ii. Not detrimental to the Purposes of this Easement.
- G. **Posting Against Public Access:** The Landowner reserves the right to post portions of the Property, against public access and use for purposes other than low-impact outdoor recreational or educational uses, including, but not limited to, camping or hunting. As well as against public access and use of: agricultural cropland during the planting, growing, or harvesting season; lands actively used by livestock; and forestland during establishment of plantations, harvesting, or other active forest management operations such as planting and thinning of trees and construction or maintenance of woods roads. This shall not be construed as the right to post the entire Property against public access.
- H. **Cordwood:** The Landowner reserves the right to cut cordwood on the Property, without the supervision of a licensed forester or management plan and without prior notice to the Easement Holder, but only for personal, non-commercial use on the Property.
- I. **Alternative Energy:** The Landowner reserves the right to install, maintain, utilize, repair, or replace wind, solar, geothermal, or other renewable power generating equipment (referred to herein as "Alternative Power Equipment") for the sole purpose of providing energy for the agricultural, forest management, educational, low-impact outdoor recreational, or conservation activities on the Property, and for residential uses

on the "Area Excluded from Proposed Conservation Easement" shown on the Plan referenced herein, provided:

- i. The location, installation, and maintenance plans for such Alternative Power Equipment and associated access and utility lines have been approved in writing by the Easement Holder, who may retain an engineer or other qualified professional of the Easement Holder's choosing to conduct such review. All reasonable costs associated with the review and approval process, including costs of retaining professional consultants and any costs incurred directly by the Easement Holder related to the review and approval process, shall be borne by the Landowner;
- ii. That said review includes a determination that attempts to contain Alternative Power Equipment within the "Area Excluded from Proposed Conservation Easement" shown on the Plan referenced herein, or on other abutting unrestricted land owned by the Landowner have proven impractical or infeasible; and
- iii. That all plans, construction and distribution contracts or easements, or any other agreements related to said Alternative Power Equipment shall be made expressly subordinate to this Conservation Easement and to the rights of Easement Holder to protect the Purposes of this Easement.

In addition, the Landowner reserves the right to connect said equipment to the local power grid and to sell incidental excess power back to the power grid through a net-metering or similar arrangement.

Easement Holder shall not unreasonably deny approval of such use if it determines that such use is not detrimental to the Purposes of this Easement.

4. AFFIRMATIVE RIGHTS OF THE EASEMENT HOLDER

To accomplish the Purposes of this Easement, the following rights are conveyed to the Easement Holder:

- A. To preserve and protect the Conservation Attributes of the Property;
- B. To determine which uses or activities are consistent or inconsistent with the Purposes of this Easement, to prevent any use or activity on the Property that is detrimental to the Purposes of this Easement, and at its discretion, to require the restoration of such areas or features of the Property as may be damaged by any inconsistent use or activity, as set forth in the Section "Resolutions of Disputes", below;
- C. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided the Easement Holder shall not unreasonably interfere with the Landowner's use and quiet enjoyment of the Property; and

- D. To install small conservation signs around the perimeter of the Property for purposes of identifying the Property as a conservation land protected by the Easement Holder; and one sign of the Easement Holder's choosing identifying the property as conservation land.
- E. To conduct educational uses, as defined herein, subject to the prior permission of the Landowner.

5. NOTICES

- A. All notices, requests, and other communications, required or permitted to be given under this Easement, shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, or equivalent to the appropriate address set forth above or at such other address as the Landowner and Easement Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.
- B. Notices of intention to undertake certain permitted actions: The purpose of requiring the Landowner to notify the Easement Holder prior to undertaking certain permitted activities, such as is provided for in the Section "Reserved Rights of the Landowner", is to afford the Easement Holder an opportunity to ensure that the activities in question are designed in a manner consistent with the Purposes of this Easement. Unless otherwise indicated, whenever notice is required the Landowner shall notify the Easement Holder in writing not less than sixty (60) days prior to the date the Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Easement Holder to make an informed judgment as to its consistency with the Purposes of this Easement. Where the Easement Holder's approval is required, the Easement Holder shall grant or withhold its approval in writing within forty-five (45) days of receipt of the Landowner's written request therefor.
- C. Notices of subsequent transfer: The Landowner agrees to incorporate the terms of this Easement in any deed or other legal instrument by which the Landowner divests him/herself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The Landowner further agrees to give written notice to the Easement Holder of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

6. BENEFITS, BURDENS, AND ASSIGNMENT

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistently with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code

and applicable regulations promulgated thereunder, which organization: has among its purposes the conservation and preservation of land and water areas; agrees to and is capable of protecting the Purposes of this Easement; and, has the resources to enforce the restrictions of this Easement. As a condition of such assignment, the Easement Holder shall require that the Purposes of this Easement continue to be carried out. Any such assignee or transferee shall have like power of assignment or transfer.

7. RESOLUTION OF DISPUTES

- A. The Landowner and Easement Holder desire that issues arising from time to time concerning the interpretation of the provisions of this Easement, or any use or activity on the Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Landowner and Easement Holder agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action complies with the provisions of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve the issue, and the party proposing or performing the activity agrees not to proceed with the proposed or actual use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator, who shall be an attorney licensed to practice law in New Hampshire or an experienced land use or land conservation professional. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation or the dispute has not been resolved by mediation within sixty (60) days after the delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, with the Landowner's continued agreement not to proceed with the disputed use or activity pending resolution, either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of the receipt of such request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in New Hampshire, with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by, and follow the substantive law of New Hampshire and the applicable provisions of the United States Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to

enjoin the violation by permanent injunction, and to require the restoration of the Property to its condition prior to the breach and for such damages as may be appropriate.

- E. Notwithstanding the availability of mediation and arbitration, if the Easement Holder believes that some action or inaction of the Landowner or of a third party is causing irreparable harm or damage to the Property, or creates an imminent threat of harm, the Easement Holder may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any court of competent jurisdiction to: enforce the terms of this Easement; enjoin any violation by temporary or permanent injunction; and, to require the restoration of the Property to its condition prior to any breach.

8. BREACH OF EASEMENT – EASEMENT HOLDER’S REMEDIES

- A. If the Easement Holder determines that a breach of this Easement has occurred or a threat of breach exists, the Easement Holder shall notify the Landowner in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm to the Property, to restore the portion of the Property so damaged to its prior condition in accordance with a plan approved by the Easement Holder.
- B. The Landowner shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to swiftly cure said breach and to repair any damage. The Landowner shall promptly notify the Easement Holder of its actions taken under this Section.
- C. If the Landowner fails to take proper action under the preceding paragraph, or fails to continue diligently to completely cure said breach, the Easement Holder may undertake any actions, in the Landowner’s name, that are reasonably necessary to repair any damage or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such breach.
- D. If the Easement Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any Conservation Attribute of the Property, the Easement Holder may pursue its remedies under this Section without prior notice to the Landowner or without waiting for the period provided for cure to expire.
- E. The Easement Holder shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any Conservation Attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Landowner’s liability therefore, the Easement Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- F. The Easement Holder's rights under this Section apply equally in the event of either actual or threatened breach of the terms of this Easement and are in addition to the provisions of the Section "Resolution of Disputes", above. The Landowner agrees that the Easement Holder's remedies at law for any breach of the terms this Easement are inadequate and that the Easement Holder shall be entitled to the injunctive relief provided for herein, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Easement Holder's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- G. Provided that the Landowner is directly or primarily responsible for the breach, and if a court of law determines such responsibility, all reasonable costs incurred by the Easement Holder in enforcing the terms of the Easement against the Landowner, including, without limitation, reasonable attorney's fees and costs and expenses of suit, and any costs of restoration necessitated by the Landowner's breach of this Easement shall be borne by the Landowner; and provided further, however, that if the Landowner ultimately prevails in a judicial enforcement action, each party shall bear its own costs. Notwithstanding the above, if the Easement Holder initiates litigation against the Landowner to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Easement Holder to reimburse the Landowner's reasonable costs and reasonable attorney's fees in defending the action.
- H. Any delay or forbearance by the Easement Holder in exercising its rights under this Easement in the event of any breach of any term thereof shall not be deemed or construed to be a waiver by the Easement Holder of its rights hereunder. No delay or omission by the Easement Holder in the exercise of any right or remedy upon any breach by the Landowner shall impair such right or remedy, or be construed as a waiver. The Landowner hereby waives any defense of laches, estoppel, or prescription.
- I. Nothing contained in this Easement shall be construed to entitle the Easement Holder to bring any action against the Landowner for any damage to, or change in, the Property, or to any person, resulting from causes beyond the Landowner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Landowner under emergency conditions to prevent, abate, or mitigate significant damage to the Property, or any person, resulting from such causes.
- J. The Landowner and Easement Holder reserve the right, separately or collectively, to pursue all legal or equitable remedies, as set forth in this Section, against any third party responsible for any actions inconsistent with the provisions of this Easement, and, further, prior to either party taking any such separate action, the Landowner and Easement Holder shall first discuss with one another opportunities for taking collective action.

9. TAXES AND MAINTENANCE

The Easement Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

10. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. HOLD HARMLESS

The Landowner agrees to release, hold harmless, defend and indemnify the Easement Holder from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses, and fees which the Easement Holder may suffer or incur as a result of, arising out of, or connected with: i) the activities of the Landowner or any other person on the Property, other than those caused by the negligent acts or acts of misconduct by the Easement Holder; or, ii) violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, or requirement by any person, other than the Easement Holder, in any way affecting, involving, or relating to the Property.

12. ENVIRONMENTAL RESPONSIBILITIES

Nothing in this Easement shall be construed as giving any right or ability to the Easement Holder to exercise physical or managerial control of any of the Landowner's activities on the Property, except for the Easement Holder's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

13. EXTINGUISHMENT AND CONDEMNATION

- A. **Extinguishment:** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Easement Holder shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with this Section. In making this grant of Easement, the Landowner has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by the Landowner pursuant to this

Easement. It is the intent of both the Landowner and Easement Holder that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.

- B. **Condemnation:** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, the Landowner and Easement Holder shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by the Landowner and Easement Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Easement Holder shall be entitled, after payment of any expenses, shall be determined in accordance with this Section.
- C. **Valuation:** This Easement constitutes a real property interest immediately vested in the Easement Holder, which, for the purposes of this Section, shall have a fair market value which shall be determined as follows:
- i. **If the Landowner claims a charitable contribution deduction,** that value determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Landowner and which the Landowner shall submit to the Easement Holder. For the purposes of this Section, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant. Any increase in value attributable to improvements made after the effective date of this Easement shall accrue to such of the Landowner and/or Easement Holder that made the improvement(s).
 - ii. **If the Landowner does not claim a charitable contribution deduction,** that value determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation.

The balance of the amount recovered, after payment of any expenses, shall be divided between the Landowner and Easement Holder in proportion to the value of their respective interests in that part of the Property extinguished or condemned as determined above.

14. ADDITIONAL EASEMENT

Should the Landowner determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Landowner may execute an additional instrument to that effect, provided that: the Purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits, Burdens, and Assignments," above, accepts and records the additional easement; and, the Landowner has given advance written notice, including a copy of proposed additional easement, to the Easement Holder and the Executory Interest Holder at least sixty (60) days prior to execution.

15. AMENDMENT

If, owing to unforeseen or changed circumstances, the Landowner and Easement Holder and the Executory Interest Holder agree that an amendment to, or modification of, this Easement would be appropriate and desirable, the Landowner and Easement Holder and the Executory Interest Holder may jointly amend this Easement pursuant to: the provisions and limitations of this Section; the then-current amendment policies of the Easement Holder; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the Conservation Attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Easement Holder under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Landowner and Easement Holder and the Executory Interest Holder and shall be recorded in the Hillsborough County Registry of Deeds. Nothing in this paragraph shall require the Landowner or Easement Holder or the Executory Interest Holder to agree to any amendment or to consult or negotiate regarding any amendment.

16. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Easement, all of which are merged herein.

17. GOVERNING LAW AND INTERPRETATION

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement.

18. MERGER

The Landowner and Easement Holder [and the Executory Interest Holder] explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement are to last in perpetuity, and that, to that end, no conveyance of the underlying fee

interest in the Property by or to the Easement Holder [or the Executory Interest Holder] shall be deemed to eliminate this Easement, or any portion thereof, under the doctrine of “merger” or any other legal doctrine.

19. INTERIM BASELINE DOCUMENTATION REPORT

In order to document the Property’s current condition and specific Conservation Attributes as accurately and thoroughly as possible given seasonal limitations in place as of the date of conveyance of this easement, the Easement Holder has examined the Property and compiled an interim inventory of relevant features consisting of a report, maps, photographs, and other documentation (the “Interim Baseline Documentation Report”). The Landowner and Easement Holder have signed the Interim Baseline Documentation Report, thereby acknowledging it to represent the current conditions of the Property as accurately as possible given the seasonal limitations in place as of the date of the conveyance of this Easement, and hereby further acknowledge their understanding and intent that said “Interim Baseline Documentation Report” shall be superseded by an expanded inventory, the “Baseline Documentation Report”, which report shall be prepared by the Easement Holder, and reviewed and signed by the Easement Holder and the Landowner, on or before February 15, 2016.

The Interim Baseline Documentation Report, or, when that report shall be superseded, the Baseline Documentation Report, shall be filed with the Easement Holder, with a copy delivered to the Landowner, and shall serve as an objective information baseline and be used by the Easement Holder for monitoring compliance with the terms of this Easement. The parties further agree that, in the event a dispute arises with respect to the condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the dispute.

19. EXECUTORY INTEREST HOLDER

- A. If the Easement Holder ceases to exist or ceases to function as a qualified conservation organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or if the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Executory Interest Holder requesting such enforcement, then the Executory Interest Holder shall have all of the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.
- B. In the circumstance of the immediately preceding paragraph, or in the event the Easement Holder acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the Easement interest of the Easement Holder in the Property, after providing written notice to the Easement Holder, by recording a notice to that effect in the Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities, and duties granted to and incumbent upon the Easement Holder in this Easement.

- C. The Easement Holder reserves the right to challenge any such assertion and affidavit filed by the Executory Interest Holder. Any dispute as to the viability or efficacy of the Easement Holder shall be resolved by a court of competent jurisdiction.

- D. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Easement Holder's assignee or transferee as specified in the Section "Benefits, Burdens, and Assignment", above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

Signature Page Follows

The Easement Holder, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Easement Holder, all in the furtherance of the Purposes of this Easement.

IN WITNESS WHEREOF, we have hereto set our hands this _____ day of _____, 2015.

Carrie Finke

Timothy Finke

The State of New Hampshire
County of Hillsborough

Personally appeared this _____ day of _____, 2015 Carrie and Timothy Finke, who acknowledged the foregoing to be their voluntary act and deed.

Before me, _____
Justice of the Peace/Notary Public
Print Name: _____
My commission expires: _____

ACCEPTED: PISCATAQUOG LAND CONSERVANCY

By: _____
Chris Wells, Executive Director/President
Duly Authorized

The State of New Hampshire
County of Hillsborough

On this _____ day of _____, 2015 personally appeared Paula S. Bellemore, Executive Director of the Piscataquog Land Conservancy, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of the Piscataquog Land Conservancy as its voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public
Print Name: _____
My commission expires: _____

ACCEPTED: EXECUTORY INTEREST HOLDER

By: _____
Goffstown Selectman

The State of New Hampshire
County of Hillsborough

On this _____ day of _____, 2015 personally appeared Town of Goffstown Board of Selectmen, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of the Town of Goffstown as its voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public
Print Name: _____
My commission expires: _____

SCHEDULE OF EXHIBITS

A. Legal Description of Property Subject to Easement

6a

THIS IS AN UNOFFICIAL SUMMARY OF THE MEETING. PLEASE NOTE THE MINUTES ARE THE OFFICIAL RECORD OF THE MEETING.



Town of Goffstown

TOWN OFFICES
16 MAIN STREET • GOFFSTOWN, NH 03045

Date: December 17, 2015
To: Sue Desruisseaux, Town Administrator
From: Derek M. Horne, Assistant Town Administrator
Subj.: Summary of HDC 12/16/15 Meeting

The HDC Grasmere Town Hall Subcommittee and Historic District Commission met Wednesday, December 16, 2015 to discuss the projects at Grasmere Town Hall.

Grasmere Town Hall Fire Escapes

The Subcommittee had previously discussed with contractors about cost estimates to complete the necessary structural repairs to the side fire escape and removing the rear fire escape. The Subcommittee reviewed the quotes provided and made a recommendation to the HDC. The HDC made the following recommendation to the Board of Selectmen.

HDC Recommended Action to Board of Selectmen

- The HDC voted to recommend the Town contract with Empire Sheet Metal of Manchester, NH to repair the side fire escape in accordance with the plans provided by SFC Engineering for a cost of \$4,635.00 to come from the Grasmere Town Hall Capital Reserve Fund.
- The HDC voted to recommend the Town contract with Target New England of Concord, NH to remove the rear fire escape, complete construction to secure the rear fire door and deliver steel fire escape to Town transfer station for a cost of \$2,570.00 to come from the Grasmere Town Hall Capital Reserve Fund.

Grasmere Town Hall Fire Escape – Infill of Three Windows to Provide Fire Separation

The Subcommittee had previously met with Peter Michaud, NH Division of Historical Resources (12/3/15), to discuss options to infill the windows to provide fire separation for the fire escape. Two construction options were discussed and the Subcommittee decided the best option was to remove and store the window sashes, install temporary frames and install sheet rock to create the required fire separation. The Subcommittee reviewed a quote provided and made a recommendation to the HDC. The HDC made the following recommendation to the Board of Selectmen.

HDC Recommended Action to Board of Selectmen

- The HDC voted to recommend the Town contract with Target New England of Concord, NH to remove three windows for storage and install framing with required sheetrock for a cost of \$2,160.00 to come from the 2015 HDC Operating Budget.
- The HDC voted to recommend the Town purchase the 2' x 2' fire glass for Merri-Loo for a total cost of \$793.00.

The HDC's next meeting is Wednesday, January 27, 2016 at Goffstown Town Hall.

OLD BUSINESS: 1/4/16 ACTION MATRIX (started 3/16/15)

Mtg. Date	Item	Description	Schedule
06/15/15 07/13/15 08/03/15 08/31/15 09/28/15	Grasmere Town Hall	Grasmere Town Hall - Sept. deadline to finish LCHIP project; - monthly updates provided in HDC Summary; weekly updates to be provided by Vice Chairman Lemay; - 8/3/15 request for more info - what has been spent; what's left to be done; cost of fire escape repair; - Update on Fire Escape? Discussion on 9/28/15 & approvals to proceed - RFP for exterior maintenance on 3 sides approved 9/21/15; due date 10/20/15; report back to BOS 10/26/15 - 11/9/15 VC Lemay reported that fire alarms are all set; looking for clarification of engineers specifications - 12/14/15 BOS to review estimates for work to be completed	
06/22/15	Sewer	Schedule Meeting with Sewer Commission -	Schedule after the first of year
06/22/15	EDC	Schedule Meeting with EDC 10/7/15 Agenda - Discuss scheduling meetings with real estate developers and real estate agents; 12/2/15 EDSAT review - EDC & 2 members of BOS	Schedule after the first of year
07/20/15	HR Matrix	Established sub-committee (Collis, Scott & Sue) re: placement on matrix; add CFF; Budget for Consultant for wage and classification study (\$12,400)	Awaiting Wage & Classification Study in April 2016
08/10/15 08/17/15 08/24/15 09/21/15 09/28/15	Pinardville	11/30/15 USPS will not revisit zip code issue, suggests changing duplicative street names or street numbers. BOS decides to continue multi-media public awareness - inserts in next tax bills; website; flyers in businesses; message boards; GTV; press releases	Ongoing Public Awareness Campaign
08/31/15 09/21/15 10/5/15	Planning Board	Collis to provide a follow-up to private landowners question regarding jurisdiction related to drainage on private property - change dev regs or amend zoning? Collis will assist with drafting a letter to NHDOT for Mitigation Funds for secondary impacts from the Route 93 project; funds could assist with Updates of Master Plan and Development Regulations Collis to ask Planning Board to look at a rewrite of Sign Ordinance - zoning amendment	Development Regs review by PB in 2016; Collis will forward B. Griffin's memo re: NHDOT Mitigation Funds

lac

**Town of Goffstown
Public Hearing Notice
Parks and Recreation Program Fees**

The Goffstown Board of Selectmen will hold a public hearing for increases in 2016 Parks and Recreation program fees Monday January 4, 2016 at 7:00 pm at the Town Hall, 16 Main St., Goffstown, NH .

Youth Basketball League – Resident from \$30.00 to \$40.00 / Non Res. \$40.00 to \$50.00

Youth Lacrosse League – Resident from \$65.00 to \$75.00 / Non Res \$75.00 to \$85.00

Men’s 18 Plus Basketball League – Resident from \$70.00 to \$80.00 / Non Res. \$80.00 to \$90.00

Note: Any person with a disability who wishes to attend this meeting and needs reasonable accommodation in order to participate is requested to call the Town Hall, (603) 497-8990, at least 72 hours in advance so that appropriate arrangements can be made.

Legal Notice

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Public Hearing Notice
Parks and Recreation Program Fees**
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(JL - Dec. 27)

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41 CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:9-a

41:9-a Establishment of Fees. –

I. A town may, by majority vote at any annual or special meeting, authorize the board of selectmen to establish or amend fees, as provided in this section. Such a vote shall continue in effect until rescinded.

II. Following such vote, the board of selectmen, without further vote of the town, may establish or amend fees or charges for the following purposes:

(a) The issuance of any license or permit which is part of a regulatory program which has been established by vote of the town.

(b) The use or occupancy of any public revenue-producing facility, as defined in RSA 33-B:1, VI, the establishment of which has been authorized by vote of the town.

III. Such fees or charges shall not exceed, in the case of licenses or permits, an amount reasonably calculated to cover the town's regulatory, administrative and enforcement costs.

IV. Prior to the establishment or amendment of any such fees, the selectmen shall hold a public hearing, notice for which shall be given at least 7 days prior to the hearing by posting in 2 public places in the town and by publication in a newspaper of general circulation in the town. The notice shall include the proposed schedule of fees.

V. This section shall not be deemed to prohibit a town from delegating authority over specific fees to another official or official body of the town. This section shall not supersede other provisions of law concerning the establishment or amount of specific types of fees.

Source. 1989, 38:1, eff. June 11, 1989.