
TOWN OF GOFFSTOWN

BOARD OF SELECTMEN MEETING



FEBRUARY 29, 2016



Town of Goffstown

BOARD OF SELECTMEN

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

Feb. 29, 2016

SELECTMEN MEETING AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- 6:00 pm 1. **Acceptance/Correction of minutes:** 2/22/16 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. Out-of-State Overnight travel request from GTV
 - e. Partnering with SNHPC and Standard Power of America for Energy Procurement
 - f. Release of Impact Fees
 - g. CMAQ cancellation meeting
 - h. Mutual Aid Agreements with New Boston & Weare for Building Inspector coverage
- 6:30 pm 5. **Dedication of Annual Report**
- 6:45 pm 6. **Selectmen Discussion**
- a. Committee Reports: HDC, 10 Year Road Plan, Planning Board
 - b. New Business: Schedule to work polls on 3/8/16
 - c. Old Business: Action Matrix
- 7:00 pm 7. **Public Comment**
- 7:10 pm 8. **Non-Public Session RSA 91-A:3 II (b) hiring**

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

February 29, 2016

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- 6:00 pm 1. **Acceptance/Correction of minutes:** 2/22/16 public and non-public minutes #1
- 6:05 pm 2. **Announcements**
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Town Administrator's Report**
- a. Selectmen Meeting Schedule (2 weeks)
- | | | | | |
|---------|--------|-------------------|----------------------|----------------|
| 3/2/16 | Weds. | 6:30 pm | EDC | Room 106 |
| 3/8/16 | Tues. | 7:00 am – 7:00 pm | TOWN ELECTION | Bartlett & GHS |
| 3/9/16 | Weds. | 9:00 am | Highway Safety Comm. | GPD |
| 3/10/16 | Thurs. | 7:00 pm | Planning Board | Room 106 |
- b. Consensus Folder
- Employee Status Reports: New hires to fill vacancies – IT Help Desk, Bookkeeper, Facility Maintenance, and Videographer
 - Event Permits: Bartlett PTA Easter Bunny Breakfast & Egg Hunt 3/12/16; Goffstown Junior Baseball Annual Parade 4/30/16; Goffstown Rotary Club Car Show 6/4/16
 - Police Dispatch Agreement with New Boston
- Motion needed to accept consensus folder.***
- c. Assessor's Recommendations
- Solar Energy Exemptions for 2016 Tax Year (recommended): Map 5 Lot 13-1 and Map 11 Lot 16
- Motion needed to accept Assessor's recommendations.***
- d. Out-of-State Overnight travel request from GTV #4d
- Enclosed in your packet at Tab 4d is a request for our GTV Coordinator to attend a conference and training sessions for one week. This will be paid out of the GTV Revolving Fund.
- Motion needed to approve the out-of-state travel and overnight conference/training.***
- e. Partnering with SNHPC and Standard Power of America for Energy Procurement #4e
- The Mutual Sharing Committee of SNHPC has partnered with Standard Power of America for the second year to procure the energy portion of municipal electric bills. Last year we were under a 2 year contract with ENH and therefore did not participate. I recommend that we participate this year as our contract expires at the end of June, and energy costs have dramatically decreased.
- Motion needed to authorize the Town Administrator to enter into an exclusive agreement with SNHPC and Standard Power of America for pricing on the energy portion of the town's electric bills.***
- f. Release of Impact Fees
- Police Chief requests the release of \$85,515 in Public Safety Impact Fees for the expansion of the Emergency Operations Center/Training Room at the Police Department. This project was approved by CIP and the Planning Board for 2016.
- Motion needed to release \$85,515 from Public Safety Impact Fees for the expansion of the EOC/Training Room.***
- Parks & Recreation Director requests the release of \$65,000 in Parks & Recreation Impact Fees to start the development of athletic fields and parking on the Barnard/Pare property. This project was approved by CIP and Planning Board for 2016.
- Motion needed to release \$65,000 in Parks & Recreation Impact Fees to start the development of athletic fields and parking area.***

Town Administrator's Report

February 29, 2016

- g. CMAQ cancellation meeting
A meeting has been scheduled with NHDOT on 3/2/16 at 11:00 am to discuss the cancellation of the CMAQ grant construction phase of the project. NHDOT invites a member of the Board of Selectmen to participate. The "good faith" clause of the contract may mean that we will not have to reimburse CMAQ the grant funds used for the design of the intersections.
- h. Mutual Aid Agreements with New Boston & Weare (Building Inspector coverage) #4h
We have Mutual Aid Agreements with the towns of New Boston and Weare for Building Inspector coverage for vacations which have expired. Renewal Agreements have been sent to the other towns for signature by their boards. If our Board votes tonight on signing these renewal agreements, then they can be placed in your signature folder when they arrive.
Motion needed to enter into the renewal mutual aid agreements with the towns of New Boston and Weare for Building Inspector coverage for a two year term.

- 6:30 pm 5. **Dedication of Annual Report**
Chairman Georgantas will read the dedication of the 2015 Annual Report and present a signed copy to the recipient.
- 6:45 pm 6. **Selectmen Discussion**
 - a. Committee Reports: HDC, 10 Year Road Plan, Planning Board #6a
 - b. New Business: Discuss Selectmen schedule to work polls at town election on Tuesday 3/8/16
 - c. Old Business: Action Matrix #6c
- 7:00 pm 7. **Public Comment**
- 7:10 pm 8. **Non-Public Session RSA 91-A:3 II (b) hiring; (c) adverse effect on reputation**

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

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 Board of Selectmen meeting of February 8, 2016. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

ANNOUNCEMENTS

Chairman Georgantas said Supervisors of the Checklist will in session on Saturday, 2/27/16 from 11:00 am to 11:30 am to correct the checklist and to register new voters before the March 8, 2016 Town Meeting. Change of address and party affiliation changes can be made at that time. If you are registering to vote please bring a photo ID, proof of date of birth, and a residence address. Anyone not born in the United States must also bring proof of citizenship. Any person with a disability who needs to be provided with a reasonable accommodation in order to participate, please call Town Hall at 497-8990, extension 100 at least 72 hours in advance so arrangements can be made.

He read a letter to Chief Browne from Josh Gadbois, a Police Academy attendee, commending Captain Kerry Steckowych, who recently taught arrest law at the academy. He also read an email from Mike Pelletier to Chief Browne commending the Police Department on traffic flow at the Primaries. He said everyone pitched in and did a great job. Selectman Gross said he wanted to thank the CERT folks, the GPD, and DPW. All the town departments did an outstanding job. The planning by our department heads paid off and things went smoothly.

Fire Chief O'Brien said they've had an extraordinary last few days. On Friday they had an incident on Blue Jay Lane where a gentleman tried to start a fire on a brush pile using accelerants. It is an example of why we tell people not to do that. In doing that, it immediately flashed back on him. While he was pouring the gasoline it ignited and caught him on fire. He had severe burns to his face and body. He was flown immediately to Boston. He is off of life support now and is improving. It's hoped that he will be discharged in a couple of weeks and go for further treatment. It's a good reminder that when we issue a burning permit, and tell people not to use accelerants, which is the reason why. We have one to two incidents per year where people receive burns because of this. It is a reminder of the danger of using gasoline and mixed fuels.

Fire Chief O'Brien said the other extraordinary incident was at 711 Mast Road yesterday. There was a three alarm fire at the old Jutras Sign building. When we arrived we noticed fire had already broken out through the roof and rapidly extended throughout the building. Every Goffstown apparatus was on scene and we needed seven additional departments to assist us on site. We also had three additional departments covering the town while this incident was going

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on. At the height of the incident we probably had 65 firefighters working on scene. The wind and magnitude of the fire made it very complicated.

We had flaming embers coming off the fire and landing in the neighborhood. It caused a couple of roof fires in the area and we had to send our mutual aid partners to handle them. We've seen photos and videos online. The smoke was visible for miles away. We got a report they could see the smoke from Candia. He commended the Goffstown firefighters, saying if it wasn't for their hard work and coordination, they would have lost more than the Jutras building. The restaurant adjacent to this lot had severe exterior damage, but we were able to contain it so it didn't get into the building. If we didn't have the response we did, we would have lost that building as well.

Goffstown Police Department was outstanding with traffic and crowd control. We had over 300 spectators. CERT came out and assisted with traffic control and he thanks them for the work they did. The Red Cross responded to assist our firefighters with rehabilitation and refreshments. He can't speak highly enough of DPW. They called on DPW to help them out. It's a large building and, because of the collapse dangers they faced, they couldn't access areas that were still on fire. We requested Mike Hillhouse and Ray Gamache to come down with an excavator. They were able to help the firefighters get into where we couldn't. We were on scene for about 9-1/2 hours and would have otherwise been there for 24 hours.

Folks and businesses came out and gave us supplies, drinking water, and refreshments—anywhere from Pizza Market to Jacques Flower Shop letting us use their bathrooms. The outpouring of support from the residents is very appreciated. The fire consumed the entire building. It was well over a \$500,000 loss. It could have been worse. More importantly there were no injuries on scene, and that is a good day. It is still under investigation and we are working with the Police Department and the State Fire Marshall's Office to try to find a cause.

PUBLIC COMMENT—6:10 pm—there was no comment from the public at this time.

OLD BUSINESS

Selectmen's signatures needed on Conservation Easement (Finke, Map 12, Lot 6)

Park Dunn, an attorney in Concord, said he represents the Piscataquog Land Conservancy, who will be taking the conservation easement on this. We were just upstairs signing all documents except the one the Town needs to sign. He has the Conservation Easement for them to sign and he is a notary public. He passed the document around for the Board members to sign.

Town Administrator Desruisseaux said the Board has seen the easement, and our Town attorney has reviewed the document language. The Board had their two public hearings and already voted on this easement. This is just the final document. Attorney Dunn said he will make copies upstairs and will record the document tomorrow. Then he will send a copy of the recorded easement to the Town and to the Finkes, and the original to the PLC. The Board thanked the Finkes for their generosity, and David Nieman of the Conservation Commission for his hard work. Attorney Dunn confirmed the Board members signed the document on behalf of the Town, of their own free will, with not being compelled to do so.

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DEPARTMENT HEADS:

DPW Director Jacobs re: Right-of-Way encumbrance at 34 College Road

DPW Director Jacobs had a power point presentation. Craig Proulx, nephew of the property owner, and Muriel Kohler, property owner, were present. Muriel Kohler said her nephew would represent her.

DPW Director Jacobs said at the last meeting they talked about the existing wall that is on College Road, and how far back the right-of-way property line is. For the sidewalks they will need to get into this area—pretty far back into the right-of-way. We came to the consensus we will push the wall to the right-of-way line so future Boards don't have an issue with this if things come up.

Town Administrator Desruisseaux said the property owners also won't have to deal with it either. DPW Director Jacobs said thanks to Mrs. Kohler. He had a picture (which he displayed) of the property before the current stone wall. It appears to be from about 1994. The existing lawn was pretty flat at the time, but not as flat as it is now. Mrs. Kohler said they got rid of the stairway because it was dangerous to walk to the street from it.

DPW Director Jacobs said it shows what we would be dealing with anyway, coming up College Road. They talked to a precast concrete company who is a representative for Ready Rock. Before we knew the lawn had been flat, we asked what it would entail to put in a retaining wall and slope the lawn. We assumed the previous wall was lower than it actually was. That version of a wall would cost about \$7,000 in material. If you bring the grass to the top of the wall, it adds about \$1,500 to the cost. If you add a cap block that is about an additional \$3,500. Based on what he has seen, he doesn't think the sloped lawn is the way to go since it's not what existed before. It would be roughly a 2:1 slope from the back of the sidewalk. Another option would be to create a mini parapet wall which would stand up from the lawn almost two feet, and it would add a cap block. It adds an additional row of block and an additional \$5,500 to the base cost. So the range is from \$7,000 to \$12,500 depending on the style. The way they left it at the last meeting was that DPW would install the wall. When they go through to put a sidewalk in, no matter what the residents had done, we would have had to build a retaining wall to support the sidewalk.

Town Administrator Desruisseaux asked how they will address the visibility issue coming off of Holly Street. DPW Director Jacobs said that issue goes away when the wall is brought into line. You have almost a full car width and the sidewalk, so they'll be looking over the sidewalk as they look up College Road. There are a couple of things that will mitigate the cost a bit. The section of Holly and College Road sags a little and we will bring up College Road a bit. It would bring the overall height of the wall down possibly.

The company that comes up to do an evaluation before making the wall said the house acts as a retaining wall so there isn't an expanse of earth behind the wall, so it might require a smaller width block. The overall cost could be a little less. There are a couple of things to consider because it is a fairly tall retaining wall. Should fencing go up at the top of the retaining wall? It's not required by code but would be required if it were a commercial construction. It would

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cost about \$600. There is no stair system now from the lawn to the street. But it was in the original wall. It would cost \$1,500-\$2,000.

There is one other option. The cobblestone and limestone are the two finishing types. We would probably go with cobblestone but we talked with Mrs. Kohler about her preference. Her preference is the ledgerstone which is a premium face and adds 15%. What is there now is a ready block. It is more of a rough cut base.

Craig Proulx said it is a step block. Last meeting's discussion left off with the demolition. If the blocks are going to be saved, he prefers the homeowners take care of that aspect because it would save a lot of time and effort on the part of DPW. If it doesn't need to be saved, excavating a rock wall is not a lot different from excavating an earthen front. Craig Proulx said they will get rid of it but would like a date so the front yard doesn't end up in the street from any rain. DPW Director Jacobs said that is the last thing to determine. We can talk with the homeowner and set up a date.

Chairman Georgantas asked if DPW Director Jacobs is proposing the Town pay for the whole thing. DPW Director Jacobs said based on the conditions that existed, with the lower of the costs and no cap block—returning it as close to what it was as possible. Chairman Georgantas said if they had their property line where it was supposed to be, it wouldn't be flat because it is so close to the house. Part of the original stone wall was on town property.

Selectman Brown asked why they wouldn't install the sloped option. DPW Director Jacobs said it is a short distance from the house to the wall. Chairman Georgantas said we could give them the option. If they want to make it level they can pay the difference. Selectman Gross asked if there are other materials that can be used. He has seen precast concrete walls that come in sections. You would have to pour a footing. DPW Director Jacobs said these are a little more labor intensive but you save on the cost.

Craig Proulx asked how much of a slope it would be if they go with that option. Chairman Georgantas said it is a 2-1/2:1. Craig Proulx said from the front steps it would go down about 2 feet because she has 4 feet from the top of the wall. Mrs. Kohler said she will now have to rebuild her porch. Chairman Georgantas said unfortunately that is the lot you purchased. At one time you had steps in there. You could put those back in. In the picture of the wall in 1994 there is no porch there and look at how close it is to the road. Mrs. Kohler said the lawn now has been pushed back about four feet from what it was before.

Chairman Georgantas asked for a copy of the power point presentation so they could have a copy of the figures. Selectman Brown said the option with the sloped front lawn won't be as bad as you think it would be. It won't be as steep as it looks. It may look different when against the house. Selectman Adams said it is a graphical representation of the 2-1/2:1.

Town Administrator Desruisseaux asked if we know the property owner's preferences in all of this. Craig Proulx said we'd rather have it straight. Chairman Georgantas asked if they would participate in the cost. Craig Proulx said they don't want to. Chairman Georgantas said they

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built the wall on town property. Mrs. Kohler said they came and marked it off. We did what we were supposed to do. She's been paying taxes for a long time on that property.

DPW Director Jacobs reminded the Board of the stakeholder meeting on Thursday at 3 pm. Town Administrator Desruisseaux said it has been posted already in case there is a quorum.

Police Chief Browne - Potential public/private partnership with Saint Anselm College

Police Chief Browne said, knowing that any department applying for a grant needs approval of the Board, we are looking to partner with Saint Anselm College, who will be the recipient of the grant. Part of that requirement is that we are a stakeholder of the grant. The college has a population of about 2,000 students. They are within our geographical boundaries for about 9 months out of the year. Although the student body can present challenges to the services law enforcement provides we think the college has done an outstanding job in partnering with us to try to increase safety.

To further the partnership the college is applying for a federal grant to assist victims of sexual violence. They want to be ahead of the curve when it comes to sexual violence on campus. The grant offered by the Department of Justice is to reduce sexual assault, domestic violence and stalking on college campuses. The college would be the recipient of the grant but we would be part of the compliance of it. It is a \$300,000 grant for three years. It requires campus, law enforcement, and victim witness advocates in the community to partner. There are five 4-day training sessions over the course of three years. We are looking to identify one member of our agency that would be the point of contact for this. It would also commit us to a monthly community response group meeting at the college for further collaboration, to try to reduce victimization and to increase reporting events. There is no cost to the town or the department. All the travel, training, and per diem costs are all included within this grant. The training is currently offered in Oregon and in Orlando, Florida. He thinks the schools choice would be to go to Orlando unless something opens up that is closer.

Chairman Georgantas asked if there is an issue up there now. Police Chief Browne said no. But it is way under reported. This would be for people to feel freer to report to law enforcement so we can identify the perpetrators and make sure they are held accountable. Vice Chairman Lemay confirmed there would be no need for matching funds from the Town for this grant. Police Chief Browne said our commitment is just to go to the meetings.

Selectman Gross asked what other benefits, besides those to Saint Anselm, would we get as a community. Police Chief Browne said there are options in the training. It doesn't necessarily relate just to college students. It can relate to any victims of sexual violence. We would be able to better serve any member of our community by having this training. It is a combined training for sexual violence, domestic violence, and stalking. He doesn't need the Board to do anything. This is just to advise them and make them aware.

Selectmen's Meeting Schedule

Town Administrator Desruisseaux said the HDC meets on Wednesday at 6:30 pm. Vice Chairman Lemay said he would attend. Town Administrator Desruisseaux said the Conservation Commission meeting is at 7 pm the same night. Selectmen Adams said that meeting has been

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canceled. The 10 Year Road Plan meets Thursday at 3 pm. You are all invited and it is posted as a potential meeting if enough of you go. DPW Director Jacobs said he has had a lot of "no" responses in the RSVPs. The Planning Board meets Thursday at 7 pm. Selectman Adams said he would attend.

Consensus Folder

Town Administrator Desruisseaux said they have an employee status report of a Call Fire Fighter resignation, a Fire Lieutenant retirement, and a dispatcher new hire. There is also a bookkeeper retirement. There is also a Planning/Zoning Administrator new hire. He started today. There is an event permit request for Friends of the Norris Cotton Cancer Center. It is for the Ultimate Prouty Bicycle Ride on July 8th. There is a 2012 Tax Deeding request to withdraw Map 19, Lot 25-5 from tax deeding. They are not living at that location so we need to notify them at their new location. And there is the Annual Highway Safety Grant Application.

Selectman Adams made a motion to accept the Consensus folder. Selectman brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Assessor's Recommendations

Town Administrator Desruisseaux said Veteran's Tax Credits recommended are for Map 10, Lot 7 and Map 6, Lot 24-48. There is a report of a timber cut recommended for 2015 for Map 10, Lot 30-3. There is a recommended tax deferral lien for Map 6, Lot 22-32. There is a recommended elderly exemption for Map 6, Lot 17B-140. There is a recommended solar energy systems exemption for Map 11, Lot 15. There is a current use application recommended for Map 10, Lot 29.

Vice Chairman Lemay made a motion to accept the Assessor's recommendations. Selectman Gross seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Out-of-State travel request from Fire Department

Town Administrator Desruisseaux said at 5d in the Selectmen's packets is a request from Fire Chief O'Brien requesting authorization to attend the Emergency Services Conference in Boston next month for one day. There is no cost for this conference.

Selectman Gross made a motion to approve the out-of-state travel request for Chief O'Brien to attend the Emergency Services Conference in Boston. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

SELECTMEN'S DISCUSSION

Committee Reports:

EDC

Vice Chairman Lemay said they talked of getting a table at Springfest and having it in the hallway. Selectman Gross said Springfest is April 9th and they already have their table. We talked about the EDSAT and are still working on it. We are working on the developer and realtor's feedback. He brought the committee up to date about the I-293 exit 6 & 7. There may be members of the EDC who are interested in attending the meetings. Town Administrator Desruisseaux said for the EDSAT they are looking for a day to come. They only want to come during the day because of traffic reasons. She told them everyone works during the day. Selectman Gross said he's not averse to a skype meeting. The presenter would present by skype.

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Chairman Georgantas said we would still have the meeting here. Town Administrator Desruisseaux said she will suggest that. Selectman Adams said he prefers they attend.

Library Trustees

There was no report on the Library Trustees meeting.

Parks & Recreation Commission

Selectman Gross said the meeting was canceled.

NEW BUSINESS

Vice Chairman Lemay said at Grasmere Town Hall they are looking to get permission to get started on removal of the staircase and moving of the fire escape. Town Administrator Desruisseaux said before Assistant Town Administrator Horne left there was no talk of scheduling or signing a contract. Vice Chairman Lemay said Phil D'Avanza was under the impression it was going to take place when MerriLoo is on vacation. Town Administrator Desruisseaux said except they didn't get back to us with the schedule or the contracts. We were going to develop a contract with them but they didn't get back to Assistant Town Administrator Horne.

OLD BUSINESS

Action Matrix

Chairman Georgantas said we took care of the easement. Town Administrator Desruisseaux said the Action Matrix hasn't changed much.

PUBLIC COMMENT – None.

6:44 pm Selectman Adams made a motion to enter non-public session per RSA 91-A:3 II (a) compensation, (b) hiring, (c) adversely affect reputation and (d) lease of personal property. Vice Chairman Lemay seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Vice Chairman Lemay-aye; Selectman Adams-aye; Selectman Brown-aye; Selectman Gross-aye. VOTE: 5-0-0. All in favor. Motion carries.

7:20 pm Vice Chairman Lemay made a motion to exit non-public session. Selectman Gross seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to seal the non-public minutes. Selectman Gross seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Vice Chairman Lemay-aye; Selectman Adams-aye; Selectman Brown-aye; Selectman Gross-aye. VOTE: 5-0-0. All in favor. Motion carries.

Selectman Gross made a motion to authorize the educational degree incentive contingent upon a no past practice memo to the employee. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

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Vice Chairman Lemay made a motion to authorize the Police Chief to start a promotional process for Sergeant. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Selectman Brown made a motion to accept the Police Chief's suggested language for Police Dispatch Agreement with New Boston Police Department. Selectman Gross seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to move forward with three conditional offers of employment for three positions. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

7:24 pm Selectman Brown made a motion to adjourn. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Respectfully submitted,

Gail Labrecque
Recording Secretary

Subject to approval by the Board of Selectmen.



4d

Town of Goffstown

TOWN OFFICES
16 MAIN STREET • GOFFSTOWN, NH 03045

Attn: Susan Desruisseaux, Town Administrator

From: Neil Funcke

Date: February 25th, 2016

RE: Travel request for Adam McCune

Adam would like to attend the National Association of Broadcasters (NAB) conference this spring in Nevada. He would take a 2-day Adobe Premiere Pro Certification Prep class and attend the largest media and broadcast expo in the US. The class, sessions and expo would be 5 days. This isn't the kind of thing he would do every year, but is a conference that would allow him to review, and get hands on experience with the latest technology and broadcast equipment once every 4-5 years. He would also be able to compare products and discuss them with peers. This conference has sessions designed for broadcast engineering, management, production, and strategies, including sessions designed for Government media.

The 2-day class alone that he would attend, would cost more than \$2200 in Boston for a week long course. His conference expenses for the NAB show would run approximately \$2600 including travel and hotel, and would include the class, sessions and broadcast equipment vendor expo. The cost of the conference will be paid out the GTV revolving fund, so there will be no tax payer impact.

Thank You,

Neil Funcke
IT Director
Town of Goffstown



438 Dubuque St
Manchester NH 03102
(603) 669-4664

PO Box 1206
Nashua NH 03061
(877) 877-1670

ENERGY PROCUREMENT PROCESS

DOCUMENTS to GATHER DATA FROM THE UTILITY(S)

- **Letter of Authorization (LOA)** – specific to the utility(s) supplying electricity to municipality or schools.
- **Letter of Exclusivity (LOE)**

ELECTRIC UTILITIES SERVING LOCATIONS

(Currently, all accounts for all members are in Eversource)

- | | |
|-------------------------------|-----------------------------------|
| • Auburn NH | Eversource, NHEC |
| • Chester NH | Eversource, NHEC |
| • Derry NH | Eversource, Liberty, NHEC, Unitil |
| • SAU #10 (Derry Cooperative) | Eversource, Liberty, NHEC, Unitil |
| • SAU #95 (Windham) | Eversource, Liberty |
| • SNHPC | Eversource |
| • Weare NH | Eversource |
| • Windham NH | Eversource, Liberty |
| • Deerfield NH | Eversource, NHEC |
| • Londonderry NH | Eversource, NHEC, Unitil |

GAS UTILITIES SERVING LOCATIONS

- | | |
|-------------------------------|---------|
| • Derry NH | Liberty |
| • SAU #10 (Derry Cooperative) | Liberty |
| • SNHPC | Liberty |
| • Londonderry NH | Liberty |
| • Salem NH | Unitil |

DATA NEEDED FOR QUOTES

ELECTRICITY

- **UTILITY BILL*** for each account/meter (preferably the most recent month)
- **CURRENT THIRD PARTY ELECTRICITY CONTRACT*** (if applicable)
- (for current participants) List of any new accounts/meters to be added

** If a current SNHRPC Consortium member these aren't necessary*

NATURAL GAS

- **UTILITY BILL** for each account/meter (preferably the most recent month)
- **CURRENT THIRD PARTY ELECTRICITY CONTRACT** (if applicable)
- List of any accounts less than a year old

HEATING OIL/PROPANE

- **CURRENT THIRD PARTY CONTRACT**
 - What does the existing supply contract stipulate about the existing Tanks?
- **TANK DATA**
 - Location of Tanks
 - Size of Tanks (i.e. number of gallons)
 - Are Tanks above ground or buried
 - Are current deliveries Transport or Bobtail (i.e. 18-wheeler or small tanker)
- **BENCHMARK or WHOLESALE COSTS?**



438 Dubuque St
Manchester NH 03102
(603) 669-4664



PO Box 1206
Nashua NH 03061
(877) 877-1670

LETTER OF EXCLUSIVITY

_____ (*institution*) authorizes the Southern New Hampshire Planning Commission (SNHPC) and its representative Standard Power of America (SPA) the exclusive right to obtain quotes for electricity supply, natural gas supply, and heating oil/propane supply from Competitive Energy Suppliers.

Obtaining quotes will entail submitting client usage data and load profiles for analysis with these Competitive Energy Suppliers.

This document grants exclusivity for obtaining quotes only and does not commit the signer to purchase electricity contracts. This exclusivity may canceled by the signer at any time with written notice to the SNHPC and/or SPA

Signature

NAME:

TITLE:

Mutual Aid and Assistance Agreement

Between the Towns of Goffstown and New Boston

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the Towns of Goffstown and New Boston wish to provide mutual aid and assistance to one another in the area of building inspection and building code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Goffstown and New Boston enter into this Agreement for reciprocal building inspection and building code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section V of this Agreement.

SECTION I: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

- A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.
- B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

- A. Personnel – Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are

measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.

- B. Vehicle – Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrators of each town. However, the individual employees shall be subject to the personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues during the period of the mutual aid assignment shall be addressed to the employing municipality of the individual to be handled by that employing municipality.

SECTION IV: COMPLIANCE WITH R.S.A. 53-A:3

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.
- B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and building code enforcement personnel and other resources, and seek to establish the framework to accomplish that.
- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Goffstown and the Town of New Boston to fill in for each other as may be needed within the jurisdictions of Goffstown and New Boston, to ensure the two communities building inspection and building code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Goffstown and New Boston. This will not change. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.
- E. By written notice from one governing board to another, this Agreement may be terminated with 30 days notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. The Mutual Aid Agreement shall be administered by the governing boards of Goffstown and New Boston, or their designees. The agreement specifies that the Goffstown Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Goffstown and New Boston as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Goffstown or the Town of New Boston.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually

understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement, and shall be solely responsible for the premiums.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law.

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Goffstown and New Boston and upon proper execution hereof. This agreement shall remain in effect for two years after its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

TOWN OF GOFFSTOWN
BOARD OF SELECTMEN

TOWN OF NEW BOSTON
BOARD OF SELECTMEN

Date: _____

Date: _____

Mutual Aid and Assistance Agreement
Between the Towns of Goffstown and Weare

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the Towns of Goffstown and Weare wish to provide mutual aid and assistance to one another in the area of building inspection and building code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Goffstown and Weare enter into this Agreement for reciprocal building inspection and building code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section V of this Agreement.

SECTION I : LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

- A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.
- B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

- A. Personnel – Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.

- B. Vehicle – Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

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- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Goffstown and the Town of Weare to fill in for each other as may be needed within the jurisdictions of Goffstown and Weare, to ensure the two communities building inspection and building code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Goffstown and Weare. This will not change. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.
- E. By written notice from one governing board to another, this Agreement may be terminated with 30 days notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. The Mutual Aid Agreement shall be administered by the governing boards of Goffstown and Weare, or their designees. The agreement specifies that the Goffstown Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Goffstown and Weare as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Goffstown or the Town of Weare.

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IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

TOWN OF GOFFSTOWN
BOARD OF SELECTMEN

TOWN OF WEARE
BOARD OF SELECTMEN

Date: _____

Date: _____

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

Date: February 26, 2016
To: Sue Desruisseaux, Town Administrator
From: Jonathan O'Rourke, Planning & Zoning Administrator
RE: February 25, 2016 Planning Board Meeting

Present were: Acting Chairman Philip D'Avanza, Tim Redmond, Kimberly Peace, Michael Conlon Alt., Mark Lemay – Selectman, Gail Labrecque, Jonathan O'Rourke – Planning and Zoning Administrator and Patty Gale - Planning & Zoning Assistant.

Meeting convened at approximately 7:05 p.m. All members present were voting members.

Board members voted to approve the Minutes of February 11, 2016 as printed.

Map 4, Lot 20, this is a Conceptual Review of a plan previously submitted that the Board did not accept as complete. The applicant is requesting to subdivide a portion of Map 4 Lot 20 into five lots which includes one open space lot. The applicant has now gone before the Board of Selectmen to unmerge the lot into two separate parcels.

Staff briefly explained the proposed conceptual plan to the Board. The Board determined there was no regional impact decision to be made currently and see as this is a conceptual review there is nothing that would be considered binding. The Board heard a presentation from Michael R. Dahlberg, Land Surveyor for the application. The Board discussed concerns about the subdivision in regard to Section 13.5 Open Space Developments. Specifically Section 13.5.3 Location – An open space development may be approved only on land located within the R-1, R-2, Agricultural or Conservation zoning districts and having a Parent Lot of 10 acres or larger. Currently the plan includes approximately 9.8 acres; the Board would like to see the requirement of 10 acres is met. Mr. Dahlberg stated that he believed that Section 13.5.5 gave the Board flexibility over the 10 acre requirement. Other topics include but not limited to the cistern required by the Fire Department, driveway offset to Checkerberry Lane and need for drainage. The Board determined a traffic study does not need to be completed.

The Board briefly reviewed correspondence.

Tim Redmond stated there is only one presentation for the March 10, 2016 meeting and nothing currently scheduled for the March 24, 2016 meeting and the April 14, 2016 meeting. He expressed an interest in potentially having more than one presentation per meeting. Mr. Redmond mentioned if there is nothing on the agenda, and the scheduled meeting is to be canceled that proper notification is required.

The meeting adjourned at approximately 8: 20 pm.

Respectfully submitted,

Jonathan O'Rourke, Planning & Zoning Administrator

OLD BUSINESS: 2/29/16 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	April vacation week - remove crash bar from rear fire escape door and install on side fire escape door; remove rear fire escape; secure side fire escape entrance
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	Need to schedule EDSAT Presentation
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; B. Griffin's memo re: NHDOT Mitigation Funds rec'd & email sent to NHDOT & SNHPC re: fund availability
12/07/15	Performance Evaluations	Selectmen started Dept. Head evaluations in December	scheduled 2/22/16; 2/29/16

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