
TOWN OF GOFFSTOWN

BOARD OF SELECTMEN MEETING



APRIL 11, 2016



Town of Goffstown

BOARD OF SELECTMEN

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

April 11, 2016

SELECTMEN MEETING AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- 6:00 pm 1. **Acceptance/Correction of minutes:** 3/28/16 public and non-public minutes
- 6:05 pm 2. **Announcements:**
"Proclamation Keep Goffstown Beautiful Week"
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Annual Review of Leases:**
a. SAU #19 Building
b. GTV
c. Barnard Track
d. Merri-Loo Preschool
- 6:35 pm 5. **Department Heads:**
a. **Public Works Director Jacobs with Bid Award Recommendations for:**
 - Roll-Off Utility Trailers
 - Keith Walking Floor replacement or equivalent
 - Closed Top Walking Floor Trash Trailer
 - AWD Ford Escape SUV – used
 - Ford F550 Crew Cab Pick-up
b. **Public Works Director Jacobs re: Underground utilities on Main Street**
c. **Public Works Director Jacobs re: Private curbing installation request**
- 6:45 pm 6. **PUBLIC HEARING:** Ambulance Fees
- 7:00 pm 7. **Town Administrator's Report**
a. Selectmen Meeting Schedule
b. Consensus Folder
c. Engagement Letter with Devine Millimet for Bond Counsel Services
d. Assessor's Recommendations
e. Discuss process to dispose of Tax Deeded Properties: 2 Shore Dr.; 2 Water Rd.; and Mill St.
f. Town Hall foundation
g. Accept and Expend \$250 Donation from Blue Ribbon Fence for a Summer P&R Program Scholarship
- 7:15 pm 8. **Selectmen Discussion**
a. Committee Reports: EDC
b. New Business:
 - Vote on amendment to Speed Limit Ordinance on East Union Street
 - 2016 Goals
 - Review Rail Trail Ordinance
 - 2017 Recreational Trails Program (RTP) grant application
c. Old Business: Action Matrix
- 7:30 pm 9. **Public Comment**
- 7:40 pm 10. **Non-Public Session RSA 91-A:3 II (a) compensation, (b) hiring, (c) adversely affect reputation, (d) real estate**

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

April 11, 2016

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- | | | | | | | | | | | | | | | | | | | | | | |
|---------|---------|---|------------|---------|-------------------------------|--------|---------|----------------------------------|------|---------|---|-------|---------|---|------|---------|-----------------------------------|------|---------|---|--|
| 6:00 pm | 1. | Acceptance/Correction of minutes: 3/28/16 public and non-public minutes | #1 | | | | | | | | | | | | | | | | | | |
| 6:05 pm | 2. | Announcements
"Proclamation Keep Goffstown Beautiful Week" – April 17 through April 23 | | | | | | | | | | | | | | | | | | | |
| 6:10 pm | 3. | Public Comment | | | | | | | | | | | | | | | | | | | |
| 6:15 pm | 4. | Annual Review of Leases:
Asst. Town Administrator Derek Horne & SAU Business Administrator Ray Labore re: | | | | | | | | | | | | | | | | | | | |
| | a. | SAU #19 Buildin
<i>No action required.</i> | #4a | | | | | | | | | | | | | | | | | | |
| | b. | GTV
<i>Motion to authorize the 5-year extension of the Goffstown School District Television Studio Use Agreement, 07/01/2016 – 06/30/2021, and authorize the Board of Selectmen Chairman to sign the agreement upon School Board approval.</i> | #4b | | | | | | | | | | | | | | | | | | |
| | c. | Barnard Track
<i>No action required.</i> | #4c | | | | | | | | | | | | | | | | | | |
| | | Asst. Town Administrator Derek Horne & Merri-Loo Dir. Lorraine Cottle re: | | | | | | | | | | | | | | | | | | | |
| | d. | Merri-Loo Preschool
<i>Motion to authorize the 2-year lease between the Town and Merri-Loo Preschool for the Grasmere Town Hall, for the time period 07/01/17-06/03/19.</i> | #4d | | | | | | | | | | | | | | | | | | |
| 6:30 pm | 5. | Department Heads: | | | | | | | | | | | | | | | | | | | |
| | a. | Public Works Director Jacobs with Bid Award Recommendations for: | #5a | | | | | | | | | | | | | | | | | | |
| | | <ul style="list-style-type: none"> • Roll-Off Utility Trailers • Keith Walking Floor replacement or equivalent • Closed Top Walking Floor Trash Trailer • AWD Ford Escape SUV – used • Ford F550 Crew Cab Pick-up | | | | | | | | | | | | | | | | | | | |
| | b. | Public Works Director Jacobs re: Underground utilities on Main Street | #5b | | | | | | | | | | | | | | | | | | |
| | c. | Public Works Director Jacobs re: Private curbing installation request | #5c | | | | | | | | | | | | | | | | | | |
| 6:45 pm | 6. | PUBLIC HEARING: Ambulance Fees | #6 | | | | | | | | | | | | | | | | | | |
| 7:00 pm | 7. | Town Administrator's Report | | | | | | | | | | | | | | | | | | | |
| | a. | <u>Selectmen Meeting Schedule</u>
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Tues.</td> <td style="width: 25%;">4/12/16</td> <td style="width: 60%;">6:00pm Sewer Comm. – Room 106</td> </tr> <tr> <td>Thurs.</td> <td>4/14/16</td> <td>7:00pm Planning Board – Room 106</td> </tr> <tr> <td>Mon.</td> <td>4/18/16</td> <td style="text-align: center;">--- NO BOS Meeting as per new schedule</td> </tr> <tr> <td>Tues.</td> <td>4/19/16</td> <td>4:00pm Joint EDC & BOS Mtg – EDSAT – Room 106</td> </tr> <tr> <td>Wed.</td> <td>4/20/16</td> <td>6:30pm Library Trustees – Library</td> </tr> <tr> <td>Wed.</td> <td>4/20/16</td> <td>7:00pm Parks & Rec Comm. – Parks & Rec Center</td> </tr> </table> | Tues. | 4/12/16 | 6:00pm Sewer Comm. – Room 106 | Thurs. | 4/14/16 | 7:00pm Planning Board – Room 106 | Mon. | 4/18/16 | --- NO BOS Meeting as per new schedule | Tues. | 4/19/16 | 4:00pm Joint EDC & BOS Mtg – EDSAT – Room 106 | Wed. | 4/20/16 | 6:30pm Library Trustees – Library | Wed. | 4/20/16 | 7:00pm Parks & Rec Comm. – Parks & Rec Center | |
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| Wed. | 4/20/16 | 6:30pm Library Trustees – Library | | | | | | | | | | | | | | | | | | | |
| Wed. | 4/20/16 | 7:00pm Parks & Rec Comm. – Parks & Rec Center | | | | | | | | | | | | | | | | | | | |
| | b. | <u>Consensus Folder</u>
- Employee Status Report: Changes in status – FFII/EMT to Temp F/T FF, FF/Paramedic to Acting Lt.;
New Hire – Police Officer;
Merit Increase – FF/EMT to FF/Paramedic
- Right-to-Inter: Day, Westlawn, Section 1988, Lots 21B-22
Michaud, Westlawn, Section 1991, Lot 34
- Draft Proclamation
<i>Motion needed.</i> | | | | | | | | | | | | | | | | | | | |
| | c. | <u>Engagement Letter with Devine Millimet for Bond Counsel Services</u>
<i>Motion needed to authorize Chairman sign on behalf of the Board of Selectmen.</i> | #7c | | | | | | | | | | | | | | | | | | |

Town Administrator's Report

April 11, 2016

d. Assessor's Recommendations

- Tax Deferral Lien Application (recommended): Map 32, Lot 26E-44
- Application for Prorated Assessment for Damaged Buildings: Map 11, Lot 17-9
Map 38, Lot 68
- Abatement Application (recommended): Map 4, Lot 87-5-3
- Intent to Cut (recommended): Map 6, Lot 69; Map 11, Lot 20; Map 9, Lot 52
- Multiple Reports of Cut (recommended): Map 5, Lot 16; Map 9, Lot 52
- Current Use Application (recommended): Map 5, Lot 6
- Elderly Exemption & Veteran's Tax Credit (recommended): Map 18, Lot 37A-G
- Elderly Exemptions (recommended): Map 6, Lot 22-144; Map 14, Lot 8;
Map 18, Lot 25; Map 21, Lot 7;
Map 6, Lot 22-69
- Veteran's Tax Credits (recommended): Map 6, Lot 41A; Map 29, Lot 38
- Solar Energy Systems Exemptions for the 2016 Tax Year (recommended):
Map 8, Lot 48-22; Map 9, Lot 60-16; Map 10, Lot 30; Map 2, Lot 42;
Map 15, Lot 31; Map 7, Lot 111A-142; Map 2, Lot 64-1; Map 5, Lot 32;
Map 6, Lot 67-8

Motion needed.

e. Discuss process to dispose of Tax Deeded Properties

#7e

2 Shore Dr.; 2 Water Rd.; and Mill St.

Enclosed is information for disposing of property acquired by Tax Collector's Deed. Also included are the assessing cards for the properties, recorded tax collector's deeds, and a spreadsheet showing the amount due at time of tax deed.

f. Town Hall foundation

#7f

Enclosed is a memo from DPW Director detailing proposed method for selecting the best engineering method for the Town Hall foundation repair.

g. Accept and Expend \$250 Donation from Blue Ribbon Fence for a Summer P&R Program Scholarship

7:15 pm

8. **Selectmen Discussion**

a. Committee Reports: EDC (meeting cancelled due to lack of quorum)

#8a

b. New Business:

#8b

- Vote on amendment to Speed Limit Ordinance on East Union Street
- 2016 Goals
- Review Rail Trail Ordinance
- 2017 Recreational Trails Program (RTP) grant application

c. Old Business: Action Matrix

#8c

7:30 pm

9. **Public Comment**

7:40 pm

10. **Non-Public Session RSA 91-A:3 II (a) compensation, (b) hiring, (c) adversely affect reputation, (d) real estate**

#10

GOFFSTOWN BOARD OF SELECTMEN
MEETING OF MARCH 28, 2016

#1

In attendance were Chairman Peter Georgantas, Vice Chairman Mark Lemay, Selectmen David Pierce, and Town Administrator Sue Desruisseaux. Also in attendance was Gail Labrecque Recording Secretary.

Absent: Selectman Collis Adams and Selectman Allen Brown

6:00 pm CALL TO ORDER BY CHAIRMAN GEORGANTAS

The Board said the Pledge of Allegiance.

ACCEPTANCE/CORRECTION OF MINUTES

Town Administrator Desruisseaux said on page 1 of 10, the motion to accept the minutes to the Board of Selectmen meetings of January 13, 2016 and February 3, 2016 should include that they are accepted "as amended" at the meeting of March 14, 2016. Also, on page 3 of 10, it should be amended to reflect the motion the Vice Chairman made was to authorize the Chairman to sign the document.

Selectman Pierce made a motion to approve as amended the public and non-public minutes to the Board of Selectmen meeting of March 14, 2016. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

ANNOUNCEMENTS—Chairman Georgantas said there were no announcements.

Highway Safety Committee Recommendations

Police Chief Browne said DPW Director Jacobs chaired the last meeting. He has three items that were discussed at the Highway Safety meeting. None were recommended.

Request for Street Light on Robin Drive

Police Chief Browne said the police officers do a review of the request and make a recommendation to the Highway Safety Committee. The officer noted that, while there are no street lights on that road, there is very little traffic in that area, and there have been no calls for service in that area. The officer recommended no further action be taken. The Commission voted 5-0 to not recommend.

Request for speed bump on Kennedy Hill

Chief Browne said it was mentioned that Mr. Templeton traverses the roadway in a tractor and a speed bump might slow things down. We often see that speed bumps are not effective and they are not good for NFPA guidelines. When told that wouldn't happen, Mr. Templeton asked for additional signage. DPW Director Jacobs said about a year ago a property on Kennedy Hill approached the Planning Board regarding a subdivision. The approval includes signage, which should improve things on Kennedy Hill. The one year of conditional approval is coming up and the owner has been in touch with DPW about driveway permitting. They wanted the speed bump in the area of the stop sign.

GOFFSTOWN BOARD OF SELECTMEN
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Selectmen Pierce asked if it was correct that we have no speed bumps on our public roads. Chief Browne said that is correct. That request was also not recommended, and the request for further signage was tabled.

Request for crosswalk from front of Stark Hall to parking lot behind church

Chief Browne said they wanted a crosswalk from behind their property to Stark Hall. It's not considered safe to do so. It was noted that there are crosswalks elsewhere—by Citizens Bank and at Main Street. A suggestion was made to come out the front of the building and traverse down Church Street. The recommendation was to not recommend this request.

Chairman Georgantas said this was scheduled for 6:15 pm and he will open discussion at that time in case anyone else comes.

PUBLIC COMMENT—6:10 PM—there was no comment from the public.

TOWN ADMINISTRATOR'S REPORT

Selectmen Meeting Schedule

Town Administrator Desruisseaux said the EDC meets on Wednesday, April 6th, at 6:30 pm. Vice Chairman Lemay said he would be there.

Consensus Folder

Town Administrator Desruisseaux said they have a Response to the Auditors. They have a NH Highway Safety Grant. They have a 2015 Annual Facility Report for the Transfer Station and Recycling Facility. They have a CBA with the professional firefighters. They have taken the Cintas Uniform Contract off the agenda for this evening. They are still working on a non-appropriation clause. And they have the MS-232 Report of Appropriations Actually Voted.

Vice Chairman Lemay made a motion to accept the Consensus folder with the removal of the Cintas Uniform Contract. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Assessor's Recommendations

Town Administrator Sue Desruisseaux said they have Solar Energy Systems Exemptions for 2016 Tax Year that are recommended for Map 8, Lot 45; Map 7, Lot 111A-2-151; Map 21, Lot 96; Map 7, Lot 111A-2-138 and Map 8, Lot 6-12. They have a recommended Elderly Exemption for Map 6, Lot 46. There is a recommended Veteran's Tax Credit for Map 9, Lot 54; Map 6, Lot 17B-138; Map 6, Lot 66-2 and Map 24 Lot 44R-10. There is a recommended Tax Deferral Lien application for Map 32, Lot 26 E-44. There is a recommended Tax Abatement application for Map 4, Lot 4C and for Map 32, Lot 9. There is a denial recommended for the Tax Abatement application for Map 37, Lot 50. There is a recommended Intent to Cut for Map 8, Lot 39-3 and Map 10, Lots 3 and 3-1.

Chairman Georgantas said he'd like to discuss a couple of those, but they should be in non-public session. Town Administrator Desruisseaux said if financially based it would need to be in non-public session. The Elderly Exemptions and the Tax Deferral Lien applications are income based. The others are not. Chairman Georgantas said he'd like more information on the Tax Lien application for Map 32, Lot 26E-44.

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Vice Chairman Lemay made a motion to accept the Assessor's recommendations, excluding the Tax Deferral Lien Application for Map 32, Lot 26E-44 so they can have further discussion on it. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

GASB 43 & 45 – Actuarial Valuation Services with USA Consulting Group

Town Administrator Desruisseaux said this is the same firm that has done the Town's previous Actuarial Valuations in 2009 and 2013. We have been satisfied with their work. The amount is less than \$10,000 so a RFP/Bid process is not required.

Selectman Pierce made a motion to authorize the Chairman to sign the Engagement Agreement with USI Consulting Group for a GASB 43 & 45 Actuarial Valuation Services. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Highway Safety Committee — (continued)

Chairman Georgantas opened the discussion at 6:15 pm.

Daniel Nolan said he is the Deacon of the building and grounds. Making a safe area over there would not be a problem. He brought a picture of the property to show the Board. There is a matter behind the church. The building extends to the parking lot roughly five feet. He showed in the picture where the crosswalk would go. He said he could put abutments in place. There are two entries for handicapped in the rear of the building, fronting Church Street. It's a separate address the Fire Department uses. It is currently open for parking and is used quite a bit, negating any drop off. In the back of the church is also the handicapped for the church. This crosswalk would facilitate that movement. It would also prevent people from parking. Regarding the kids, their main entry is to the rear in the parking lot. They'd have to go out the fire exit to go to the front of the building and there is no sidewalk on that side of the street. The officer cited redundancy as a reason, but there is more traffic here than in the other locations. The kids are moved 2-3 times per day, and more so in the summer.

Chairman Georgantas asked if the proposal is to leave the other two crosswalks and put another one at the church. There is no sidewalk to take you to Main Street. Daniel Nolan said there is no sidewalk to the Post Office either. Selectman Pierce said he observed a class walking from Stark Hall to the rear of the church. It was clear there was an adult in the front, and an adult in the back. The procedure was well understood and the children followed the adults. Teachers seemed to have things under control. Daniel Nolan said he's seen instances of children going astray. Chairman Georgantas asked if a crosswalk would stop a child from going astray.

Selectman Pierce asked if the officer who did the site survey knew of the issue of the handicapped people. David Nolan said it wasn't part of his initial request. We can't put our trash out front. It has to be in the parking lot. A crosswalk would help that out to some degree. Chairman Georgantas said his concern is that on the weekend you'd have people crossing in three places (and it's such a short area) causing traffic to stop for pedestrian traffic.

Chairman Georgantas said he has concerns with kids crossing with no sidewalk on that side of the street. Chief Browne said the report says there was no reason the kids couldn't use the crosswalk at Church Street and Main Street. The reason given by Daniel Nolan was the distance.

GOFFSTOWN BOARD OF SELECTMEN
MEETING OF MARCH 28, 2016

DPW Director Jacobs said in the road plan there will be sidewalks to the intersection. We could table this and take another look at it. Town Administrator Desruisseaux asked if there are standards relating to crosswalks. DPW Director Jacobs said it is the engineer's discretion. Selectman Pierce asked if the crosswalk from the Post Office could be moved. Chief Browne said it would make sense. It's not used often. Chief O'Brien said most traffic you see there is from the bank. Chairman Georgantas said we will table this for further information and other options to be looked at.

Vice Chairman Lemay made a motion to accept the recommendation of the Highway Safety Committee to not have a light on Robin Street. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to accept the recommendation of the Highway Safety Committee to not have a speed bump on Kennedy Hill Road and to table the discussion for signs at Kennedy Hill Road until further notice. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Main Street update regarding underground utilities

DPW Director Jacobs said as requested they reached out to Eversource to get some costs on underground utilities from Factory Street to Summer Street. They have given us a rough estimate. Approximately \$1.37 million would cover only the Eversource work, not the costs of moving the other utilities and installation of supporting infrastructure.

Recent undergrounding in Concord was the best comparable. It could be \$2.8 million to \$3 million. The money and the timeline would be the big things. It would be a tough sell. Town Administrator Desruisseaux said it would add about \$2.00 to the tax rate. Eversource would need over \$130,000 to go forward with a design. Part of the design process would flush out the back alley issues.

Chairman Georgantas said a decision isn't required tonight. He'd like to get input of the other Selectmen who are absent this evening. He wants to make sure everyone has an opportunity to comment. He doesn't think it's feasible, himself. Vice Chairman Lemay said he's not in favor of spending that money.

Road Project Update (Paige Hill)

DPW Director Jacobs said we have been updating the construction projects on our town website and have been updating Facebook. We've had two weeks and put 850 linear feet of pipe in the ground, 1000 feet of under drain, and 9 precast concrete structures. We go to four day work weeks this week. We are going to do some work at Winterhill; a couple of hundred fill this week. Hopefully we'll be ready for reclaiming this soon. If paving isn't ready we'll move over to Blackbrook Road.

LED Streetlight Conversion Update

DPW Director Jacobs said work is starting this week. They will have trucks in town tomorrow. They have 475+/- lights. We have good information on this posted to the website, showing how much is being saved in energy costs and in the carbon footprint. Town Administrator

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Desruisseaux asked about the notices sent out on that. DPW Director Jacobs said it is on Nixle, GTV, and Facebook.

Request to post 2 vacancies – FT Laborer and PT Solid Waste/Recycling Attendant

DPW Director Jacobs said we have two vacancies. They are both permanent positions. He proposes a pay rate of \$14.08 to \$21.08/hour for the FT (full time) position. The PT (part-time) position would be 20 hours per week and he proposes a Grade 29 Step 1 and \$13.93/hour. Chairman Georgantas asked about the benefits. Town Administrator Desruisseaux said they don't get insurance, dental, short or long term disability or life insurance. They do get prorated sick leave, holiday leave, vacation leave, and longevity.

Selectman Pierce made a motion to authorize posting of the position of a full time Laborer and a part time Solid Waste/Recycling Attendant. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Turnaround Easement at 28 Petain St.

DPW Director Jacobs said while on Joffre Street addressing the turn-around, he went to Petain Street to see if there was anything he can do there. While we were there, the resident at the end of Petain Street came out and asked if we would like an easement. We talked it through and he is willing to give us basically everything we would need for a turn-around there. He signed the easement and it is in the Selectmen's packet if you choose to accept it.

Vice Chairman Lemay made a motion to accept the easement. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

DPW Director Jacobs said he's not heard yet from the people regarding the Joffre Street turnaround. He hopes to get information soon.

PUBLIC HEARING - Accept and expend \$23,334 from the Town of New Boston for dispatch services, and expend on a third dispatch console

Chairman Georgantas read the public notice for the public hearing. This was posted in the Manchester Union Leader on March 2, 2016.

Chairman Georgantas opened the public hearing at 6:45 pm.

There was no public comment given.

Town Administrator Desruisseaux said this doesn't cover the full cost. We would be looking to transfer about \$10,000 from his wage/benefit lines.

Chairman Georgantas closed the public hearing at 6:46 pm.

Vice Chairman Lemay made a motion to accept \$23,334 from the Town of New Boston for dispatch services and to expend it towards a third dispatch console, and to authorize the transfer of approximately \$10,000 from the wage/benefit lines towards the third dispatch console. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

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Proposal to amend ambulance rates

Fire Chief O'Brien said every year the increase has been minimal. The last time we adjusted our rates was in 2013. In the memo he sent the Board, the current and proposed rates are included. We recognized if we use the Medicare rates plus 35% we would be maintaining a rate structure that would satisfy the organizational needs to maintain the service. The mileage rate change is determined locally. He said with maintenance and fuel demands, he suggested it to be \$16.25 per mile from the place of pick up to the hospital. Adjustments to the policy itself are included. The Fire Chief has been authorized to waive any ambulance fees for a town employee injured while on the job. He's worked with Evelyn Redmond to work on a hardship table. That is included also. Chairman Georgantas asked if we participate in the billing when a helicopter calls in. Chief O'Brien said we would bill to the location if there was a call to a helicopter. Town Administrator Desruisseaux clarified they are not approving the changes tonight but looking to move forward to a public hearing.

Selectman Pierce made a motion to proceed with scheduling a public hearing as required by RSA 41:9-a. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

TOWN ADMINISTRATOR'S REPORT (continued)

Adoption of BOS Rules of Procedure

Town Administrator Desruisseaux asked if the Board wishes to make any amendments to their Rules of Procedure. If not, then a motion is needed to approve the procedures. You can change them any time during the year if you want to.

Selectman Pierce made a motion to approve the Board of Selectmen's Rules of Procedure. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Report from Team Engineering on Town Hall foundation

Town Administrator Desruisseaux said they had a follow-up report done to measure foundation settlement concerns on the southeast corner of Town Hall. The corner has settled another ¼ inch. There is a crack in the foundation. The report is enclosed and recommends stabilizing the settling of the foundation with helical piers. It won't correct the problem as it is, but will stabilize it to keep it from getting worse.

Selectman Pierce asked if this is related to the issue in the parking lot. Town Administrator Desruisseaux said we had the same concerns. They thought 2-3 piers would work around the foundation of the building.

Selectman Pierce asked if DPW Director Jacobs has had any experience with these piers. DPW Director Jacobs said he's not had experience with existing structures. His concern is why it has changed. It's pretty significant. He recommends if going out to bid, letting folks tell them what they suggest and get better estimates. Vice Chairman Lemay said this is only one of several solutions. Chairman Georgantas suggested waiting and talking to others to see if there are other solutions.

Town Administrator Desruisseaux said she could reach out to Art Rose who helped in 2009. DPW Director Jacobs said putting out an RFQ for other suggestions is what he'd suggest. People could give their ideas as to the best fix. Selectman Pierce said the settlement has been

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documented over a period of a year. It would give us more options, not just one. Town Administrator Desruisseaux asked who we would be checking with. DPW Director Jacobs said he suggests putting out a Request for Qualifications, and use a QBS procedure and do it on a design/build basis. You would be looking for a contractor to come in, but they have their own in-house staff to design and build the solution.

Selectman Pierce made a motion to explore all options for stabilization/repair of the foundation at Town Hall. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

PUBLIC HEARING - Amend ordinance reducing speed limit on East Union St. to 20 mph

Chairman Georgantas read the legal notice regarding amending the ordinance by reducing the speed limit on East Union Street.

Chairman Georgantas opened the public hearing at 7 pm.

Brad Parkhurst, from 81 South Mast Street, said he lives on the corner of East Union and South Mast Street. He sees and hears traffic driving at excessive speeds. He highly supports this amendment and hopes it would be vigorously enforced. There is a high volume of vehicular and pedestrian traffic.

Chairman Georgantas closed the public hearing at 7:07 pm.

He said the vote on this amendment is scheduled for April 11, 2016.

Request to distribute Goffstown Gazette at Town Hall

Town Administrator Desruisseaux said the publisher of the Goffstown Gazette has requested the Board's authorization to leave copies of the publication in the stands at the rear of Town Hall.

Vice Chairman Lemay made a motion to authorize the publisher of the Goffstown Gazette to place their publication in the stands at the rear of Town Hall. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Request to post SpringFest traffic message on changeable signs

Town Administrator Desruisseaux said the Board has received a request to post the following message on the changeable message boards from April 6 through April 9 in two locations to warn motorists of traffic delays. "SpringFest/Sat. 4/9 GHS 10-4/Poss Delays." Last year the signs were posted across from the Villa and across from Grasmere Town Hall.

Vice Chairman made a motion to approve the posting of the message boards by the DPW for SpringFest. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Recommendation from Library Trustees for appointment of alternates

Town Administrator Desruisseaux said the Library Trustees voted at their March 16th meeting to recommend the following three alternates for appointment by the Board of Selectmen: Lisa Iodice, Steve Bouchard and Kurt Huxel.

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Selectman Pierce made a motion to appoint Lisa Iodice, Steve Bouchard and Kurt Huxel as alternates on the Board of Library Trustees. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

RFP for Painting of Grasmere Town Hall

Town Administrator Desruisseaux said late last year we went out for the RFP but it was subject to funding approval at Town Meeting. As a result we didn't receive any bids. Now that the budget has passed, she recommends they go out to bid again as the cost will meet the bid threshold in the town's purchasing policy. We have added the option to repaint the front so that everything matches. Vice Chairman Lemay asked if the man who came in last year provided an estimate. Town Administrator Desruisseaux said there is no contract and we don't know the scope. He can participate in the RFP this year.

Vice Chairman Lemay made a motion to go out for an RFP for painting of Grasmere Town Hall. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Fire Station Bond Schedules

Town Administrator Desruisseaux said Finance Director Borrer provided a memo and bond schedule options—level principal or level payment—with the Municipal Bond Bank. The interest rate is 3.15% on each 20 year bond schedule. Either of these schedules is less than what we are paying. Chairman Georgantas said his preference is the level principal because it reduces it at the back end. You save \$70,000 on the cost of the note.

Vice Chairman Lemay made a motion they go forward with the level principal option. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Requests to attend out-of-town/overnight training conferences

Town Administrator Desruisseaux said the Fire Department has a request to attend the Occupational Health and Safety Conference on May 19-20 in Boston, MA. The Police Department has a request to attend the Northern New England Police Accreditation Coalition Training Conference, on May 11-13 in Lincoln, NH for two members of the Police Department. There is a request for department heads to attend the PRIMEX Annual Conference on May 11-12. The only cost is the room and travel for the Primex conference. The one in Boston is \$125.00. The other one in Lincoln, NH is \$965.82.

Vice Chairman Lemay made a motion to approve the out-of-town/overnight training conference for the Occupational Health and Safety Conference in Boston, MA at a cost of \$125.00. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to approve the request to attend the Northern New England Police Accreditation Coalition Training Conference on May 11-13 at a cost of \$965.82. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to approve the Primex Annual Conference, May 11-12, at Bretton Woods, with the price to be determined at a later date. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

GOFFSTOWN BOARD OF SELECTMEN
MEETING OF MARCH 28, 2016

RFP for Playground Equipment

Town Administrator Desruisseaux said Director Wilhelmi couldn't be here tonight. Selectman Pierce said at their recent meeting, Parks & Rec did discuss going out for an RFP.

Selectman Pierce made a motion to send out the information for bids for playground equipment at Roy Park. Vice Chairman Lemay seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

SELECTMEN'S DISCUSSION

Committee Reports:

Library

Chairman Georgantas said the minutes are in the Board's packets.

Parks & Rec

Selectman Pierce said they are getting well trained individuals from previous years. Several staff will be returning from last year. Five of six are returning for the playground. Eight of ten are returning for the pools; both staff are returning for the Parks labor. They are getting the bathrooms ready for ADA compliance. As Chairman of the Rail Trail Commission, he asked if they would like to absorb the duties of the Rail Trail Committee. He is gathering information for that commission so they would be comfortable with those additional responsibilities. Town Administrator Desruisseaux said the plan was always to turn it over.

Selectman Pierce said the Rail Trail Committee is appointed by this Board. There have been no written guidelines for the Board to operate. We bring, review, and endorse recommendations to the Board. Town Administrator Desruisseaux said they are an advisory committee. Selectman Pierce said the bylaws of the Park Commission has the same thing—that they develop, maintain, and operate present and future parks. It's already within the scope of their operations. They just have to feel comfortable about it.

He asked the department heads if they have any opinions on that so he could bring ideas back to the Commission. Department heads were most concerned about how to integrate decisions from the Fire or Police Departments, or from Town Hall, regarding rail development. Town Administrator Desruisseaux asked how much of the Rail Trail is done now. Selectman Pierce it is at 48%. It was at 49% a short while ago. He said the Town of Goffstown owns the first 200 yards of the Rail Trail that is actually in Manchester. That was by a deed connected with the landfill cap. That became evident to us when Manchester finished the Singer Bridge over the Piscataquog River. They made a trail only to a certain point. When he inquired as to why, he was informed Goffstown owns that portion. That 200 yards will be upgraded in the future. Paving is not in the specifications now.

Budget

Chairman Georgantas said Elizabeth Dubrulle was appointed Chairman again. There were new appointees sworn in. We shared a bit about how the budgeting process works.

GOFFSTOWN BOARD OF SELECTMEN
MEETING OF MARCH 28, 2016

HDC

Vice Chairman Lemay said there were elections of officers: Ruth Gage will continue as Chairman and Phil D'Avanza will remain as Vice Chairman. We were notified that one is stepping down from his position so we have a couple of openings now. A report was given on the budget. The hardware has been removed and the door secured regarding the fire escape on Grasmere Town Hall. Crash bars have been put on the door where the fire escape is. The window has been ordered for the fire escape. We are looking to start work on that during April vacation. We are working on the quotes for lighting for the fire escape. A letter of intent was sent for the Moose plate grant for the emergency lighting for the fire escape. Another was sent for the CLG grant. It was thought best that we send a letter to the State Council of Arts, which will fit better for the restoration and design changes that need to be done. The historic markers are being finished and should be placed soon.

Conservation Commission

Selectman Pierce said the Commission met but he didn't attend. He reviewed the meeting summary. The Commission voted favorably for NH DES to issue a shore line permit to the owners of the property at 184 Elm Street. The Commission also reviewed site plans for KRG Motorsports, of 239 Mast Road, to install asphalt parking areas for the display of vehicles.

NEW BUSINESS

Selectman Pierce said there was an inquiry about signage and he did an inventory as to where they are. Our trail crosses 13 public roads. As bicyclists approach those crossings they mostly see a stop sign. Three sites have the crossings put in this summer. The other item is the information with the proper rules for use of the rail trail. Police is to have one such sign at each crossing site. There are 12 of the 13 signs posted. Shirley Park Road is missing but it's not critical. Signs are close by.

Chairman Georgantas asked how people know the hours of permitted use—being dusk to dawn. Selectman Pierce said it should be like other parks. They were made aware at that time that there would be bicycle commuters at some point. It's open for discussion. Perhaps it's time to revisit that. Town Administrator Desruisseaux said it would require two public hearings, two weeks apart. Selectman Pierce said the ordinance would be changed to allow bicyclists to use the trail with proper illumination. Town Administrator Desruisseaux asked about walkers. We initially included it because we didn't want to have a cost of lighting the trail. Selectman Pierce said he's open to discuss it. It's a reasonable action because people would be bicycling in the winter.

Chairman Georgantas said we'd need to get the Police Chief involved.

OLD BUSINESS

Selectman Pierce said at the last meeting it was mentioned there are communication lines with trees leaning on them between Tatro Drive and the Villa crossing site. They are behind the houses 100 yards off the road. He contacted Fairpoint who will inspect the leaning trees.

Action Matrix

Chairman Georgantas said EDSTAT is on April 19th at 4 pm. He said, regarding the ongoing awareness of the 911 issue, people are still confused. He doesn't know what else to do.

GOFFSTOWN BOARD OF SELECTMEN
MEETING OF MARCH 28, 2016

Department Head evaluations will be next Monday night. Town Administrator Desruisseaux said that would be a non-public session. Town Administrator Desruisseaux said for the Wage and Classification Study, they are available either April 26th or April 21st. She can't come in on Monday night. Chairman Georgantas said we will set the date at the next meeting when the others are here.

7:37 pm Vice Chairman Lemay made a motion to enter non-public session per RSA 91-A:3 II (a) compensation, (b) hiring, (c) adversely affect reputation and (d) real estate. Selectman Pierce seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Vice Chairman Lemay-aye; Selectman Pierce-aye. VOTE: 3-0-0. All in favor. Motion carries.

7:59 pm Vice Chairman Lemay made a motion to exit non-public session. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to seal the minutes to the non-public session. Selectman Pierce seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Vice Chairman Lemay-aye; Selectman Pierce-aye. VOTE: 3-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to authorize two conditional offers of employment as presented by Police Chief Robert Browne. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

8:01 pm Vice Chairman Lemay made a motion to adjourn. Selectman Pierce seconded the motion. VOTE: 3-0-0. All in favor. Motion carries.

Respectfully submitted,

Gail Labrecque
Recording Secretary

Subject to approval by the Board of Selectmen.

#4a



Town of Goffstown

TOWN OFFICES
16 MAIN STREET • GOFFSTOWN, NH 03045

Date: April 6, 2016
To: Board of Selectmen
Cc: Brian Balke, SAU #19 Superintendent
 Raymond Labore, SAU #19 Business Administrator
From: Derek M. Horne, Assistant Town Administrator
Re: Annual Review of Leases between Town and SAU

The purpose of this memorandum is to report on the annual review of leases between the Town and SAU, which include:

Premises	Location	Lease Length	Lessor	Lessee
SAU Admin Building	11 School Street (Map 34, Lot 138)	100 year 1993-2093	Town	SAU
John Brown Track at Barnard Park	9 Barnard Lane (Map 30, Lot 81)	10 year 2015-2025	Town	SAU
GTV Studio at Goffstown High School	27 Wallace Road (Map 5, Lot 98)	5 year 2011-2016	SAU	Town

SAU ADMIN BUILDING

On Friday, 04/01/16, a walkthrough of the building was performed with Raymond Labore, SAU #19 Business Administrator, and Roger Filteau, Facility Maintenance. During the walk-through Mr. Labore brought to my attention the work done over the last year:

- The SAU removed existing carpeting throughout the building. The carpeting was replaced with tile in the main entrance and hardwood (restored or newly installed) was installed on the stairs, in the offices, and in the lower traffic areas.
- They installed a weather proof door to attic space.

We also discussed work that was planned at the White Building during the coming summer:

- They intend on releasing the RFP for roof structure and bell tower improvements.
- The intend on rebuilding the existing janitor closet and sink, to provide better access and improve safety for staff.

Finally, Mr. Labore discussed with us other projects the SAU is considering in the future:

- They want to rebuild the basement bulkhead because the existing bulkhead is prone to flooding during heavy rains. The new heating system and hot water tank are raised to protect against flooding.

During the walk-through Mr. Labore indicated the parking lot is used by area residents and businesses occasionally limited the available spaces for SAU business. The lease provides for 22 parking spaces in the lot; twenty (20) designated spaces and two (2) spaces for ADA parking. The remainder of the lot is municipal parking; although there is no designation indicating which spaces are for SAU business and which are for municipal purposes. Additionally, the parking lot is getting to the point where it may need to be reclaimed.

Recommended Action by the Selectmen:

No action is required on this lease.

JOHN BROWN TRACK AT BARNARD PARK

In 2013 the Town completed major improvements on the John Brown Track, which included: replacement of the top two inches of surface with new asphalt; a redesign of the drainage swale around the track to eliminate flooding; a new ADA sidewalk to access the track; and removal of trees around the track. In 2014 the School District invested in the track by installing the rubberized track and striping.

Last year the Town and School District agreed on a ten year lease, 2015-2025. The lease included a new provision that required a site walk by the Town and School District. This site walk was performed Friday, 04/01/16, with representatives from Goffstown Parks & Rec Department, Director Rick Wilhelmi and Groundskeeper Michael Guerette, and the Goffstown School District, Director of Athletics Steve Fountain.

During the walk we observed the track was in good condition. Signs have been installed detailing the park and track rules. Vegetation next to the track is being treated on a regular basis, mats are being used for crossing the track during School District and Parks & Rec events, and the track is being blown off as needed, as provided for in the track's Manufacturer's Guidelines.

During the walk no repairs were discussed that required addressing. There was a discussion about removal of pines trees by Parks & Rec along the southwest corner of the track to help ease the regular cleanup of the track and allow constant sunlight, which will allow the track to dry more evenly after storms.

Recommended Action by the Selectmen:

No action is required on this lease.

GTV STUDIO AT GOFFSTOWN HIGH SCHOOL

The SAU and Town extended the lease of the GTV Studio at Goffstown High School from 2011 through 2016 in June 2011. The current lease expires 06/30/16. The working relationship between the School District and GTV continues to be strong. The SAU would welcome an extension to the current lease and Adam McCune, GTV Coordinator, agreed there was no obstacle to extend the current agreement.

Recommended Action by the Selectmen:

Authorize the 5-year extension of the Goffstown School District Television Studio Use Agreement, 07/01/2016 – 06/30/2021, and authorize the Board of Selectmen Chairman to sign the agreement upon School Board approval.

Please feel free to contact me should you have any questions concerning these reviews.

COPY

REC'D JUL 19 1993

LEASE AGREEMENT

1. PARTIES:

AGREEMENT made this 16th day of August, 1993 by and between the TOWN OF GOFFSTOWN, a municipal corporation in the County of Hillsborough, State of New Hampshire, hereinafter called the "Lessor", and GOFFSTOWN SCHOOL DISTRICT, a corporation duly organized under the laws of the State of New Hampshire, hereinafter called the "Lessee".

2. PREMISES:

The Lessor, in consideration of the Lessee conveying the land and buildings known as Upper Elementary School and SAU #19 Administration Building to the Lessor, does hereby demise, lease and let to the Lessee, for a period of one hundred (100) years, or until such time as the Administration Building (hereinafter sometimes referred to as the "Building") is abandoned by the Lessee, whichever shall first occur, and the Lessee does hereby hire from the Lessor the Leased Premises located in the Town of Goffstown, as described in Exhibit A attached hereto and made a part hereof. Exhibit A also depicts the Lessee's twenty two (22) parking spaces, twenty (20) spaces designated and two (2) spaces for the disabled.

3. TERM AND RENTAL:

This Lease shall commence on August 16, 1993 and shall be for a period of one hundred (100) years, or upon the Lessee abandoning the Leased Premises, whichever occurs first. "Abandoned" is defined as "to desert, forsake, relinquish, release all controls, cease to occupy or use" the Leased Premises for administrative purposes relating to the Lessee or any School Administrative Unit ("SAU") of which it is now or may hereafter be a part thereof.

4. OPTION TO RENEW:

There will be no options to renew.

5. RENTAL PAYMENTS:

There will be no rental payments.

6. USE OF PREMISES:

The Lessee agrees that the Leased Premises shall not be used or occupied for any other purposes except those defined in Paragraph 3 above.

7. ASSIGNMENT AND SUBLETTING:

The Lessee agrees that it will not assign, pledge or otherwise encumber this Lease, or sublease the Leased Premises or any part thereof, except that the parties agree that any other school district which hereafter may become a member of an SAU (or equivalent body) with the Lessee shall not be deemed an assignee or sublessee for purposes of this Lease.

8. FIRE INSURANCE:

The Lessee shall be responsible for maintaining the fire and extended insurance on the Leased Premises in an amount equal to the fair market value of the Building thereon. The Lessor will be identified as an "Additional Insured" or "Loss Payee" on the policy.

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OF
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9. HEAT AND UTILITIES:

(a) The Lessee shall be responsible for the cost of providing all heat to the Leased Premises, as well as the cost of repair and maintenance of the heating system.

(b) The Lessee shall be responsible for the cost of all water and sewer services to the Leased Premises.

(c) The Lessee shall be responsible for the payment of electricity charges for the Leased Premises and all other charges that may arise out of the use of any other utilities serving the Leased Premises.

10. IMPROVEMENTS, MAINTENANCE AND ALTERATIONS:

(a) The Lessee shall be responsible for structural maintenance of the Building.

(b) The Lessee shall be responsible for all maintenance and repairs of the exterior and interior of the Building, including all glass.

(c) The Lessee shall be responsible for day-to-day plumbing maintenance, including replacement of toilets or water outlet facilities which may be necessary as a result of breakage.

(d) The Lessor shall delineate 22 parking spaces on the Leased Premises, and the Lessee shall be responsible for maintenance and repair of that portion of the parking area which has been designated for Lessee's use. Notwithstanding the foregoing, if the Lessor or any of its employees, agents, representatives or invitees causes damage to Lessee's designated

parking area, other than usual wear and tear, then Lessor shall be responsible for any repairs of such damage.

(e) The Lessee shall have the right to perform any alterations to the Leased Premises that it so desires.

(f) (i) The Lessor shall plow the Leased Premises at the current level and frequency and shall be allowed the use of the Lessee's designated parking area when Lessee is not using same, such as after hours, when there are no meetings and weekends.

(ii) The Lessor shall be responsible for trash removal.

(iii) The Lessor shall be responsible for lawn maintenance at the current level and frequency.

(g) The Lessee shall be responsible for reimbursing the Lessor for a pro-rata share of the fees, if any, charged to the Lessor for removal of solid waste or trash from the Leased Premises. Said pro-rata share shall be based on a fair estimate of the proportion of such waste and trash attributable to the Leased Premises.

(h) The Lessee shall not expand the Building without the written consent of the Lessor.

(i) The Lessee warrants to the Lessor that it will comply with applicable covenants or restrictions of record and applicable laws, building codes, regulations, and ordinances in effect, including environmental laws. The Lessee shall, during the term of the Lease, comply with all statutes, ordinances, rules, orders, regulations or requirements of the federal, state and town governments and of any and all of their departments and bureaus for the correction, prevention, and abatement of nuisances or other grievances, in or upon the Leased Premises, which must be complied with by reason of the nature of the use of the Leased Premises by the Lessee, and shall also comply with and execute all rules, orders and regulations of state and local fire officials for the prevention of fires, which must be complied with by reason of the nature of the use of the Leased Premises by Lessee. In the event that the Lessee determines that the cost of compliance with any of the foregoing laws, regulations, or the like will exceed the amount of funds available to Lessee, then Lessee may terminate the Lease with six months written notice to Lessor; provided that Lessee may give Lessor less notice of termination if the particular issue of non-compliance involves a potential health or safety hazard to the occupants of the Building.

(j) The Lessee agrees to comply with the Americans With Disabilities Act and any amendments thereto which are applicable to the Leased Premises.

11. PUBLIC LIABILITY INSURANCE:

The Lessee agrees that at all times during the term of this Lease at its own cost and expense, Lessee shall procure, maintain and pay for general liability insurance for loss or liability in connection with personal injury or death from any accident in or about the Leased Premises in an amount which is equal to the coverage maintained by the Goffstown School System. Such insurance shall include the Lessor's interest and the name of the Lessor as an insured. The Lessee agrees to deliver to the Lessor certificates of such insurance coverage at all times during which this Lease is in effect.

12. FIRE DAMAGE:

In the event the Leased Premises are destroyed or damaged by fire the Lessee shall have the option of:

(a) restoring the Leased Premises as speedily as circumstances reasonably permit; or

(b) electing not to repair the Leased Premises and notifying the Lessor in writing within thirty (30) days of such damage that

the Lessee intends to abandon the use of the Building/or the remaining portion of the Leased Premises.

13. COVENANT TO QUIET ENJOYMENT:

The Lessee shall quietly enjoy the Leased Premises.

14. SUBORDINATION:

The Lessee agrees that this Lease shall be subordinate to any mortgages which may now or hereafter be placed upon the Leased Premises by the Lessor, its successors and assigns, any and all advances to made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagees named in said mortgages shall agree to recognize this Lease in the event of foreclosure or other transfer of an interest in the property of which the Leased Premises is a part, if the Lessee has not abandoned the Leased Premises.

15. WAIVER OF SUBROGATION:

(a) The Lessee hereby releases the Lessor from any and all liability for any loss or damage caused by fire or any other of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessor or its agents, employees, or representatives.

(b) The Lessor hereby releases the Lessee from any and all liability for any loss or damage to the Leased Premises caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessee, its agents, employees, representatives, or other persons claiming under it.

16. TERMINATION:

The Lessee, at the expiration of the term of this Lease, will surrender peaceably the Leased Premises to the Lessor.

17. DEFAULT:

In the event Lessor or Lessee defaults in the performance of any term or condition in the Lease and such default remains unremedied for sixty (60) days after written notice thereof has been given to the defaulting party by the non-defaulting party, provided however, that said period shall be extended during such time as the defaulting party is making bona fide, diligent and reasonably continuous efforts to cure such default; then in the event of a default by Lessee, the Lessor may, without demand or notice to the Lessee to quit, terminate the Lease and Lessor may enter upon the Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense; or, in the event of a default by Lessor, Lessee may terminate this Lease upon sixty (60) days notice to Lessor, whereupon the Lessor may enter upon said Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense.

The rights and remedies given to Lessor and Lessee in this Lease are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by Lessor or Lessee shall be deemed to be an exclusion of any of the others herein, or by law or equity provided.

In the event that Lessee abandons the Leased Premises within the meaning of Paragraph 3, then this Lease shall terminate and, without demand or notice to the Lessee to quit, the Lessor may enter upon said Leased Premises and take possession thereof, whereupon this Lease shall absolutely terminate and there shall be no defense.

18. SUCCESSION:

This Lease shall be binding upon the parties and upon their respective successors and assigns.

19. NOTICES:

All notices to be given by either party to the other must be mailed by certified mail, return receipt requested, addressed to the Lessor, Town of Goffstown, c/o Board of Selectman, 16 Main Street, Goffstown, NH 03045, and to the Lessee, Goffstown School District, 11 School Street, Goffstown, NH 03045. Notice will be considered to have been given upon the date of mailing.

20. NOTICE OF ABANDONMENT:

In the event that the Goffstown School District or the SAU of which it is a part should decide to abandon the Administration Building as described in this Lease, then Lessee shall notify the Lessor in writing a minimum of six months prior to the date of actual intended abandonment of said Building. In the event the Lessee fails to provide Lessor with six months notice, Lessee shall be responsible for any costs of maintaining and securing the Building incurred by the Lessor during the remainder of any time period up to six months from the date of notice of abandonment to Lessor, unless Lessor or its agents, employees, successors, assigns, or another lessee occupies and uses the Building during said remainder period for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

John Inator
Witness

The Town of Goffstown

By: John Smith Selectman
William Chikara Selectman
Philip Dwaniga Selectman

Arthur Crosby
Witness

Goffstown School District

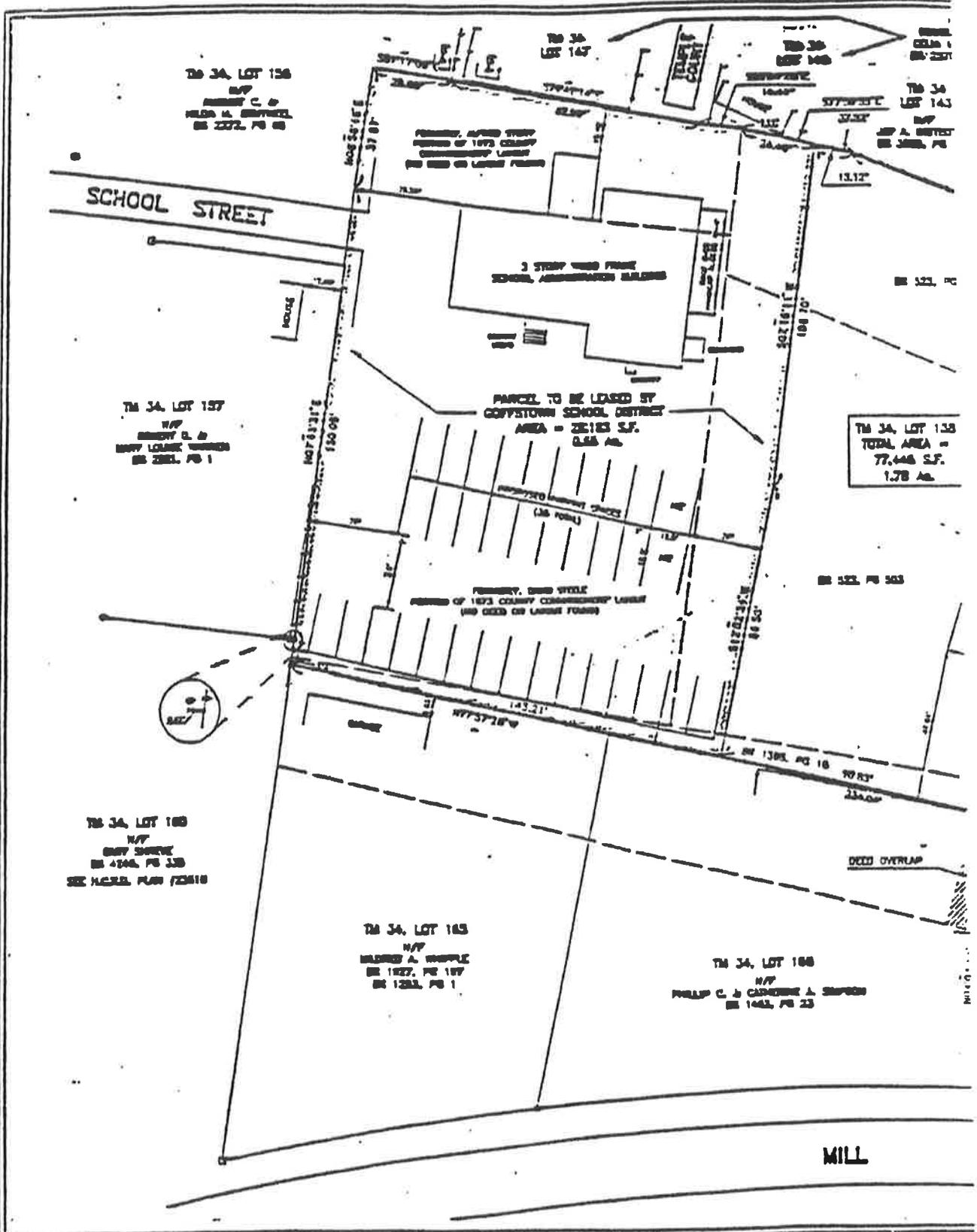
by: Suzanne Tremblay
Chairman
Goffstown School Board

A certain tract or parcel of land situated in the Town of Goffstown, County of Hillsborough, State of New Hampshire, being more particularly bounded and described as follows:

Beginning at a point on the easterly side of land now or formerly of Bruyneel and known as TM 34, Lot 156, being the most northwesterly corner of the herein-described premises, as shown on Plan of Land entitled, "Boundary/Consolidation Plan, Goffstown School District, Tax Map 34, Lot 138, Goffstown, N.H.," prepared for the Goffstown School District by Costello Lomasney and DeNapoli, Inc., Consulting Engineers, dated February 1992, and recorded in the Hillsborough County Registry of Deeds as Plan No. 26046, and thence:

1. South 81° 17' 09" East, a distance of 25.99 feet to a point; thence
2. South 79° 42' 14" East, a distance of 82.99 feet to a point; thence
3. South 83° 04' 29" East, a distance of 14.41 feet to a point; thence
4. South 77° 59' 55" East, a distance of 37.52 feet to a point; thence turning
5. South 07° 16' 11" West, a distance of 106.70 feet to a point; thence
6. South 12° 02' 34" West, a distance of 86.50 feet to a point; thence turning
7. North 77° 57' 26" West, a distance of 143.21 feet to a point; thence turning
8. North 07° 43' 31" East, a distance of 150.09 feet to a point; thence
9. North 08° 58' 46" East, a distance of 37.87 feet to the point of beginning.

Consisting of 0.65 acres, more or less, as shown as said Plan.



<p>1. 11775708</p> <p>NO. 1 COPY</p>	<p>NO. 2 COPY</p>	<p>NO. 3 COPY</p>	<p>NO. 4 COPY</p>	<p>NO. 5 COPY</p>	<p>NO. 6 COPY</p>	<p>NO. 7 COPY</p>	<p>NO. 8 COPY</p>	<p>NO. 9 COPY</p>	<p>NO. 10 COPY</p>
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W. A. WISSELE
 No. 1827
 State of Ohio

CL

GOFFSTOWN SCHOOL DISTRICT
TELEVISION STUDIO USE AGREEMENT

THIS AGREEMENT made as of the 6th day of June, 2011, by and between THE TOWN of GOFFSTOWN, with an address at 16 Main Street, Goffstown, N.H. 03045 and GOFFSTOWN SCHOOL DISTRICT a New Hampshire Public School District having an address at 11 School Street, Goffstown, N.H. 03045.

WHEREAS, the Goffstown School District owns and controls the real estate and buildings thereon at 27 Wallace Road in said Goffstown where a portion of the main building (known as the Television Studio) consists of approximately 1,140 square feet on the first floor toward the back of said building; and

WHEREAS, the facilities are used by the Goffstown School District for public education and other community programs; and

WHEREAS, consistent with the foregoing, in furtherance of the educational purposes of the District, Goffstown School District has agreed to make the Television Studio space available to the Town of Goffstown pursuant to the terms hereof;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants, agreements and undertakings hereinafter set forth, and other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Television Studio Space. The District hereby grants to the Town the non-exclusive use and occupancy, upon and subject to the terms and provisions of this Agreement, of the Television Studio Space, consisting of the recording studio, administrative and production offices and editing room. Said Television Studio shall be used strictly for the Town's Goffstown Cable Television Program and the conduct of programs or providing services relating thereto. Access and use of said Television Studio Space shall be reserved for the exclusive use of the Goffstown Cable Television Program during non-school hours.
2. Goffstown Cable Television Program. The Town hereby warrants and represents that the Goffstown Cable Television Program is an outreach, service and support program for the community. All Goffstown Cable Television Programs at or utilizing any portion of the Television Studio shall be organized and conducted to assure supervision by at least one (1) paid, trained staff member and/or trained volunteer of the Town. Furthermore, hours of the program will be posted at a visible place at the facility. The School District hereby warrants and represents that the school's use of this space during school hours shall be organized and conducted to assure supervision by at least one (1) paid, trained staff member and/or trained volunteer of the School District.
3. No Additional Premises. The Town shall have no option, right or claim to use, occupy, rent or lease any other or additional space or area in the building or on the property of which the Premises are a part, except use of nearest restrooms by staff, patrons and visitors during scheduled hours of operation of the Television Studio Space, unless based upon a further written agreement executed by both parties.

4. Term. Unless sooner terminated or extended as hereinafter provided, the term of this Agreement shall be for no less than a five year period commencing July 1, 2011 (the "Commencement Date") and continuing for a period ending on June 30, 2016 (the "Agreement Term"). Any extension of this Agreement shall be upon all of the same terms, conditions, and provisions herein contained, except as may be modified or supplemented by a written agreement of the parties. The School District will notify the Town that the Agreement will terminate at least a budget cycle prior to the termination date. By taking possession of and/or commencing business at the Premises, the Town shall be conclusively deemed to have accepted the Premises in their then existing conditions, "As-IS" without any representation or warranty whatsoever from the District. All warranties of habitability or fitness for a particular purpose are hereby waived.
5. Effective Date. This Agreement shall be effective as of the date hereof.
6. Occupancy Costs. In lieu of rent the District will accept an in-kind donation of technical support and training services and use of equipment from the Goffstown Cable Television Program as detailed in Exhibit C.
7. Utilities. The District shall pay the amount of all utilities and other costs related to provision of heat, air-conditioning, and water (including sewer charges) and other utilities (including electricity) to the Television Studio; except that Town shall pay the cost of all telephone, cable television, internet or other communications services to the Television Studio or used by the Goffstown Cable Television Program.
8. Operating Expenses. The District shall provide for all of the operating expenses of the Premises, including costs incurred in connection with cleaning and janitorial services to the Premises to the same extent and regularity that is provided to daily classroom space throughout the GHS building. The District shall continue the relationship with the Town for plowing the parking lots serving the Premises; except that the Town shall be responsible for keeping the door, entrance and access way to the Television Studio Space free and clear of snow and ice during the Goffstown Cable Television Program evening and weekend operating hours.
9. Insurance Required. The parties agree that during the term of hereof they will each keep their respective liability insurance in effect.
10. Waiver of Subrogation. This clause is only applicable as long as both the School District and Town of Goffstown retain the same liability insurance carrier, LGC-PLT. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in New Hampshire (even though extra premiums may result therefrom); the District and the Town mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss to the extent covered by said insurance; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.
11. Mutual Indemnification

11.1 Town of Goffstown Indemnification. Town of Goffstown shall defend, indemnify, and hold harmless Goffstown School District, and its officials and employees from and against any and all Losses incurred by Goffstown School District to the extent arising out of or relating to Town of Goffstown's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of Goffstown School District.

11.2 Goffstown School District Indemnification. Goffstown School District shall defend, indemnify, and hold harmless Town of Goffstown, and its officials and employees from and against any and all Losses incurred by Town of Goffstown arising out of or relating to Goffstown School District's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of Goffstown School District.

12. Occupant's Maintenance Obligations. The Town shall, at its sole cost and expense, perform such ordinary, day-to-day maintenance and clean-up as may be reasonably required to maintain and keep the interior and exterior of the Premises in an orderly and safe condition during and subsequent to their use and programs. Said maintenance and clean-up may include daily clean-up, and related activities to assure safe and reliable egress to the Television Studio for said use and programs. The School District shall perform the same ordinary maintenance and clean up of the Premises during and at the conclusion of school hours each day. The Town shall be responsible for all damage to the Premises of the buildings of which the Premises are a part caused by any act, omission, or default of the Town, their officers, agents, servants, clients, customers, employees or invitees.
13. Use of Premises. The Lessee shall have the right to use the Premises for the operation of a Goffstown Public Access, Governmental and Educational Television Studio during non-school hours and for no other purpose. Such use shall be subject to the restrictions and other matters set forth in Exhibit B and Exhibit C.
14. Operation of Premises According to Law. The Town shall conduct and operate its business on the Premises subject to all valid federal, state, local and municipal laws, statutes, and ordinances in relation to such business operation, and shall secure all necessary permits for the lawful operation of said business.
15. Access. The District shall have access to the Premises at all reasonable times for the purposes of inspecting, operating and maintaining the same. Such access shall be made in a manner which shall take into account the reasonable needs of the Town and to limit interference with the Town's use of the Premises.
16. Alterations. During the term hereof, Town may not, without the District's prior consent or permission in writing, alter, renovate, redecorate or otherwise improve the Premises or other improvements now or hereafter situated on the Premises, or construct additional improvements thereon. The Town agrees to indemnify and to hold the District free and harmless from any liability for labor or materials supplied for any work done by the Town pursuant to the preceding sentence and shall keep the Premises free from mechanic's liens or liens of any kind by removing or bonding any said lien filed within thirty (30) days after receipt of the notice of the filing thereof.

17. Removal by Lessee. Notwithstanding anything herein, any and all alterations, renovations, improvements, additions and changes to the Premises made by the Town during the term of this Agreement, and any trade or business fixtures and other fixtures, improvements and additions placed in or upon the Premises by the Town shall be and remain the property of the Town, whether or not the same have become permanently affixed to the Premises, and may be removed by the Town at the expiration or termination of the Term hereof (and shall be so removed upon request of the District); provided, however, that the Town shall, at its own cost and expense, repair any damage caused by the removal thereof and shall restore the Premises to its original condition present at the commencement of the Agreement, they shall, at the District's option, become the property of the District without payment therefor or the District may remove the same and charge the Town the cost of such removal and of the restoration of the Premises to its original condition.
18. Damage to Premises. If the Premises shall be damaged, in whole or in part, by fire or casualty or action of public authority in consequence thereof, then to the extent such damage or taking renders the Premises unsuitable for the Town's use, then this Agreement shall be terminated at the election of the District and the Town, any such election to be made by written notice within thirty (30) days after such damage, taking or destruction occurs. If this Agreement shall be terminated in accordance with the foregoing provision, then the term of this Agreement shall cease and come to an end as of the date of such damage, taking or destruction, with the same force and effect as if such date had originally been set forth as the expiration of the term hereof.
19. Assignment and Subleasing. This Agreement may not be assigned in whole or in part, for security or otherwise, and the Premises may not be subleased as a whole or in part, without the express written consent of the District in its sole discretion.
20. Annual Review. The District and the Town will hold at least one meeting of representatives of the School Board and Select Board annually during the month of April to review this Agreement. The Town will provide at this time a copy of the Goffstown Cable Television Program budget as well as an accounting of any and all revenues applicable to the existing Cable Contract. The District will make known to the Town any and all funds budgeted for support and or performance of the production of education/school programming to be aired on the public access 1 education channel.
21. Exhibits. Each exhibit attached to this Agreement shall be incorporated into and be a part of this Agreement. If any exhibit referred to in this Agreement shall not be attached hereto at the time of execution of this Agreement, or if any such exhibit shall be incomplete, such exhibit may be later attached or completed by mutual consent of the parties evidenced by their respective initialing of such exhibits, and such exhibit shall, as later attached or completed, for all purposes be deemed a part of this Agreement as if attached hereto or completed at the time of execution hereof.
22. Governing Law. This Agreement shall be governed exclusively by the laws of the State of New Hampshire, as the same exists as of the date of this Agreement.
23. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed delivered (a) two (2) business days after mailing by certified or registered mail,

postage prepaid, return receipt requested, (b) one (1) business day after delivery, charges prepaid, to a nationally recognized express delivery or courier service, or (c) immediately upon delivery in hand, in each such case addressed as follows:

If to the District:

GOFFSTOWN SCHOOL DISTRICT
11 School Street
Goffstown, NH 03045
Ph: 603-497-4818
Fax: 603-497-8425

If to the Town, at the Premises or to:

TOWN OF GOFFSTOWN
16 Main Street
Goffstown, NH 03045
Ph: 603-497-8990
Fax: 603-497-8993

or to such other or substitute address as the parties may notify each other in writing in conformance herewith.

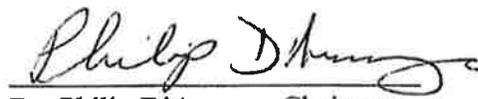
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
25. Amendments, Changes and Modifications. This Lease may be amended, changed, modified, altered or terminated only with the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease all as of the date first above written.

GOFFSTOWN SCHOOL DISTRICT

TOWN OF GOFFSTOWN



By: Philip Pancoast, Chairman

By: Philip D'Avanza, Chairman

EXHIBIT A
Being Exhibit A to an Agreement between
GOFFSTOWN SCHOOL DISTRICT, and the TOWN OF GOFFSTOWN

PREMISES

The Premises (known as the Goffstown High School Television Studio Space) referred to in the Agreement is composed of a portion of the building owned by the District located in Goffstown, New Hampshire, located at 27 Wallace Road in said Goffstown, consisting of approximately 1,140 square feet on the first floor toward the back of said building, more particularly shown on the Floor Plan attached hereto.

The Premises are conveyed subject to the following benefits and restrictions:

1. The Premises shall be held by Agreement subject to the District's continued use during the school day, and occupancy and possession of the remainder of the building of which the Premises are a part; including the District's right on reasonable notice to the Town to pass and re-pass through the Premises for purpose of continued interior and exterior access.
2. The Premises shall be held by Town with the benefit of, and subject to, shared vehicular parking on the real estate of which said building is a part. Vehicular and parking shall not in any manner interfere with the parking and storage required from time to time by the District. The Town shall not allow or be entitled to any outside storage. In the event that temporary outside storage may be necessary by the Town for renovation or other purpose, GTV Committee shall make such requests to the School Board for consideration and approval.
3. The Town shall maintain all vehicular parking in a neat and orderly manner and appearance, in conformity with all applicable town and school district rules, regulations, orders and requirements. No parking shall be allowed within ten feet (10') of embankments or other environmentally sensitive areas as reasonably determined and designated by District.
4. The Town shall be entitled to use of the back parking lot while not in use by the school or the District.

EXHIBIT B
Being Exhibit B to an Agreement between
GOFFSTOWN SCHOOL DISTRICT, and the TOWN OF GOFFSTOWN

USE RESTRICTIONS

The District and the Town hereby covenant and agree as a material condition to the Agreement, that the Town's use and occupancy of the Premises shall at all times be subject to the following:

Hours of Operation. The hours of operation will be posted on the entrance. An employee or trained volunteer of the Lessee will be present at all times during the hours of operation. GTV staff will notify the School District in advance, when the building is scheduled to be occupied outside the normal operating hours of Goffstown Cable TV Studio/Program and normal Goffstown High School hours. Town employees, patrons or GTV volunteers may not enter GHS premises beyond the Television Studio Space without prior authorization or registering at the HS office first.

Report/Log of Public Use. A written log of daily users will be kept by the Town and shared with the District upon request. A report of public use will be provided to the District prior to the Annual Review meeting with the Town.

Emergency Contact Information: The Town will share annually with the District a list of Goffstown Cable Television Program employees and their emergency contact information. Provide police & fire departments with emergency contact information. Changes to the emergency contact information will be provided to the District, fire and police departments within five business days of their occurrence.

Keys: The District will provide the Town with four (4) keys to the premises. Appropriate controls for these keys must be maintained by the Lessee. These keys are not to be copied.

Fire Department Compliance. The Town shall be solely responsible for obtaining and submitting to the District an annual inspection of the premises by the Town Of Goffstown Fire Department. The Town shall be solely responsible for obtaining all permits, consents and approvals of the Town of Goffstown Fire Department for the Town's use and occupancy of the Premises, including, without limitation, meeting and maintaining the following Fire Department expectations:

- a. Use of candles or other open flame devices for program production purposes only.
- b. Cooking for program production purposes only.
- c. The proper use of extension cords; if needed, the cords must be industrial grade and cannot interfere/cross exit routes.
- d. Attendees are to be advised as to proper procedure and egress route in an emergency or fire alarm activation.
- e. Provide telephone access for E-911.
- f. Decorations must be kept to a minimum. Under no circumstances are decorations to be installed at or on exit door, over exit signs, or over emergency light units.
- g. Parking is to be in marked spaces only. Only properly marked vehicles are allowed to utilize handicap spaces.

- h. There is to be no occupancy of the Television Studio Space during normal operating hours if the exit and egress route are not clear/free of ice & snow.

EXHIBIT C
Being Exhibit C to an Agreement between
GOFFSTOWN SCHOOL DISTRICT and the TOWN OF GOFFSTOWN,
IN-KIND CONTRIBUTIONS IN LIEU OF FEES

The Town will see that the Goffstown Cable Television Program provides the following:

1. All equipment purchased by GTV for use inside the Studio such as equipment to video record a television show, editing equipment, sound and lighting equipment may be used during school hours by GSD staff and students as long as there is supervision by a properly trained adult. Students may work on independent study projects once approved by both the GSD staff and GTV staff.
2. GTV will provide storage space for the Goffstown School District on GTV's video server for programs to air on Channel 16.
3. GTV will provide and maintain equipment and wiring necessary to record in the Goffstown High School Media Center. This system equipment and wiring will be upgraded to provide appropriate audio and video capabilities and it will include the ability to run live programming. GTV staff will provide written instructions and training to volunteers for the proper use of recording and transmission equipment to record events at this site, including regularly scheduled Goffstown School Board meetings.
4. GTV staff will provide 1 DVD of all regularly scheduled Goffstown School Board meetings to the SAU #19 office within four (4) days of each meeting, as well as upload said meetings to the Town's Video On Demand server. If such meetings require any indexing/chapter points, GTV personnel will train SAU designee the process to mark and update such points.
5. GTV will provide the Goffstown School District with three daily time slots, which will be reserved for school programs. At least one of these time slots will be for airing a Goffstown School District bulletin board (i.e. meetings, calendar, sports schedules, etc.). The bulletin board will be maintained by GTV and the information will be supplied by the district in a format and manner that is agreed to by the GTV Committee. Additional time slots will be provided for Goffstown School District programming as needed and as scheduling of other public access programs allows. It is understood that GTV has the right to schedule other public access programming in the designated time slots during those times when educational programs are not sufficient to fill allotted time slots.
6. GTV will provide a minimum of 60 hours of training annually to the Goffstown School District staff. (Town Employees and residents are welcome to fill any open slots in these trainings.) The dates and times of these sessions to be mutually agreed upon between representatives of the School District and the GTV Committee in advance and then publicly announced and adhered to. Minimum and maximum number of registrants for each scheduled training session will be established in advance. Training sessions may be cancelled if the minimum number of registered attendees for that session is not achieved by the registration deadline.
7. Presently Goffstown has a Government Channel 22 and Public Access/Education Channel 16. When education programming has increased to a level that warrants instituting a third channel, which is available from Comcast, the GTV Committee would purchase the basic necessary equipment and develop a plan with GSD to manage and administer this third station in accordance with the regulation and stipulations established by the cable service provider.
8. All financial commitments in this Agreement are contingent upon budget approvals.

Proposed

GOFFSTOWN SCHOOL DISTRICT TELEVISION STUDIO USE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2016, by and between THE TOWN of GOFFSTOWN, with an address at 16 Main Street, Goffstown, N.H. 03045 and GOFFSTOWN SCHOOL DISTRICT a New Hampshire Public School District having an address at 11 School Street, Goffstown, N.H. 03045.

WHEREAS, the Goffstown School District owns and controls the real estate and buildings thereon at 27 Wallace Road in said Goffstown where a portion of the main building (known as the Television Studio) consists of approximately 1,140 square feet on the first floor toward the back of said building; and

WHEREAS, the facilities are used by the Goffstown School District for public education and other community programs; and

WHEREAS, consistent with the foregoing, in furtherance of the educational purposes of the District, Goffstown School District has agreed to make the Television Studio space available to the Town of Goffstown pursuant to the terms hereof;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants, agreements and undertakings hereinafter set forth, and other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Television Studio Space. The District hereby grants to the Town the non-exclusive use and occupancy, upon and subject to the terms and provisions of this Agreement, of the Television Studio Space, consisting of the recording studio, administrative and production offices and editing room. Said Television Studio shall be used strictly for the Town's Goffstown Cable Television Program and the conduct of programs or providing services relating thereto. Access and use of said Television Studio Space shall be reserved for the exclusive use of the Goffstown Cable Television Program during non-school hours.
2. Goffstown Cable Television Program. The Town hereby warrants and represents that the Goffstown Cable Television Program is an outreach, service and support program for the community. All Goffstown Cable Television Programs at or utilizing any portion of the Television Studio shall be organized and conducted to assure supervision by at least one (1) paid, trained staff member and/or trained volunteer of the Town. Furthermore, hours of the program will be posted at a visible place at the facility. The School District hereby warrants and represents that the school's use of this space during school hours shall be organized and conducted to assure supervision by at least one (1) paid, trained staff member and/or trained volunteer of the School District.
3. No Additional Premises. The Town shall have no option, right or claim to use, occupy, rent or lease any other or additional space or area in the building or on the property of which the Premises are a part, except use of nearest restrooms by staff, patrons and visitors during scheduled hours of operation of the Television Studio Space, unless based upon a further written agreement executed by both parties.

4. Term. Unless sooner terminated or extended as hereinafter provided, the term of this Agreement shall be for no less than a five year period commencing July 1, 2016 (the "Commencement Date") and continuing for a period ending on June 30, 2021 (the "Agreement Term"). Any extension of this Agreement shall be upon all of the same terms, conditions, and provisions herein contained, except as may be modified or supplemented by a written agreement of the parties. The School District will notify the Town that the Agreement will terminate at least a budget cycle prior to the termination date. By taking possession of and/or commencing business at the Premises, the Town shall be conclusively deemed to have accepted the Premises in their then existing conditions, "As-IS" without any representation or warranty whatsoever from the District. All warranties of habitability or fitness for a particular purpose are hereby waived.
5. Effective Date. This Agreement shall be effective as of the date hereof.
6. Occupancy Costs. In lieu of rent the District will accept an in-kind donation of technical support and training services and use of equipment from the Goffstown Cable Television Program as detailed in Exhibit C.
7. Utilities. The District shall pay the amount of all utilities and other costs related to provision of heat, air-conditioning, and water (including sewer charges) and other utilities (including electricity) to the Television Studio; except that Town shall pay the cost of all telephone, cable television, internet or other communications services to the Television Studio or used by the Goffstown Cable Television Program.
8. Operating Expenses. The District shall provide for all of the operating expenses of the Premises, including costs incurred in connection with cleaning and janitorial services to the Premises to the same extent and regularity that is provided to daily classroom space throughout the GHS building. The District shall continue the relationship with the Town for plowing the parking lots serving the Premises; except that the Town shall be responsible for keeping the door, entrance and access way to the Television Studio Space free and clear of snow and ice during the Goffstown Cable Television Program evening and weekend operating hours.
9. Insurance Required. The parties agree that during the term of hereof they will each keep their respective liability insurance in effect.
10. Waiver of Subrogation. This clause is only applicable as long as both the School District and Town of Goffstown retain the same liability insurance carrier, LGC-PLT. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in New Hampshire (even though extra premiums may result therefrom); the District and the Town mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss to the extent covered by said insurance; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

11. Mutual Indemnification

11.1 Town of Goffstown Indemnification. Town of Goffstown shall defend, indemnify, and hold harmless Goffstown School District, and its officials and employees from and against any and all Losses incurred by Goffstown School District to the extent arising out of or relating to Town of Goffstown's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of Goffstown School District.

11.2 Goffstown School District Indemnification. Goffstown School District shall defend, indemnify, and hold harmless Town of Goffstown, and its officials and employees from and against any and all Losses incurred by Town of Goffstown arising out of or relating to Goffstown School District's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of Goffstown School District.

12. Occupant's Maintenance Obligations. The Town shall, at its sole cost and expense, perform such ordinary, day-to-day maintenance and clean-up as may be reasonably required to maintain and keep the interior and exterior of the Premises in an orderly and safe condition during and subsequent to their use and programs. Said maintenance and clean-up may include daily clean-up, and related activities to assure safe and reliable egress to the Television Studio for said use and programs. The School District shall perform the same ordinary maintenance and clean up of the Premises during and at the conclusion of school hours each day. The Town shall be responsible for all damage to the Premises of the buildings of which the Premises are a part caused by any act, omission, or default of the Town, their officers, agents, servants, clients, customers, employees or invitees.
13. Use of Premises. The Lessee shall have the right to use the Premises for the operation of a Goffstown Public Access, Governmental and Educational Television Studio during non-school hours and for no other purpose. Such use shall be subject to the restrictions and other matters set forth in Exhibit B and Exhibit C.
14. Operation of Premises According to Law. The Town shall conduct and operate its business on the Premises subject to all valid federal, state, local and municipal laws, statutes, and ordinances in relation to such business operation, and shall secure all necessary permits for the lawful operation of said business.
15. Access. The District shall have access to the Premises at all reasonable times for the purposes of inspecting, operating and maintaining the same. Such access shall be made in a manner which shall take into account the reasonable needs of the Town and to limit interference with the Town's use of the Premises.
16. Alterations. During the term hereof, Town may not, without the District's prior consent or permission in writing, alter, renovate, redecorate or otherwise improve the Premises or other improvements now or hereafter situated on the Premises, or construct additional improvements thereon. The Town agrees to indemnify and to hold the District free and harmless from any liability for labor or materials supplied for any work done by the Town pursuant to the preceding sentence and shall keep the Premises free from mechanic's liens or liens of any kind by removing or bonding any said lien filed within thirty (30) days after receipt of the notice of the filing thereof.

17. Removal by Lessee. Notwithstanding anything herein, any and all alterations, renovations, improvements, additions and changes to the Premises made by the Town during the term of this Agreement, and any trade or business fixtures and other fixtures, improvements and additions placed in or upon the Premises by the Town shall be and remain the property of the Town, whether or not the same have become permanently affixed to the Premises, and may be removed by the Town at the expiration or termination of the Term hereof (and shall be so removed upon request of the District); provided, however, that the Town shall, at its own cost and expense, repair any damage caused by the removal thereof and shall restore the Premises to its original condition present at the commencement of the Agreement, they shall, at the District's option, become the property of the District without payment therefor or the District may remove the same and charge the Town the cost of such removal and of the restoration of the Premises to its original condition.
18. Damage to Premises. If the Premises shall be damaged, in whole or in part, by fire or casualty or action of public authority in consequence thereof, then to the extent such damage or taking renders the Premises unsuitable for the Town's use, then this Agreement shall be terminated at the election of the District and the Town, any such election to be made by written notice within thirty (30) days after such damage, taking or destruction occurs. If this Agreement shall be terminated in accordance with the foregoing provision, then the term of this Agreement shall cease and come to an end as of the date of such damage, taking or destruction, with the same force and effect as if such date had originally been set forth as the expiration of the term hereof.
19. Assignment and Subleasing. This Agreement may not be assigned in whole or in part, for security or otherwise, and the Premises may not be subleased as a whole or in part, without the express written consent of the District in its sole discretion.
20. Annual Review. The District and the Town will hold at least one meeting of representatives of the School Board and Select Board annually during the month of April to review this Agreement. The Town will provide at this time a copy of the Goffstown Cable Television Program budget as well as an accounting of any and all revenues applicable to the existing Cable Contract. The District will make known to the Town any and all funds budgeted for support and or performance of the production of education/school programming to be aired on the public access 1 education channel.
21. Exhibits. Each exhibit attached to this Agreement shall be incorporated into and be a part of this Agreement. If any exhibit referred to in this Agreement shall not be attached hereto at the time of execution of this Agreement, or if any such exhibit shall be incomplete, such exhibit may be later attached or completed by mutual consent of the parties evidenced by their respective initialing of such exhibits, and such exhibit shall, as later attached or completed, for all purposes be deemed a part of this Agreement as if attached hereto or completed at the time of execution hereof.
22. Governing Law. This Agreement shall be governed exclusively by the laws of the State of New Hampshire, as the same exists as of the date of this Agreement.
23. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed delivered (a) two (2) business days after mailing by certified or registered mail, postage prepaid, return receipt requested, (b) one (1) business day after delivery, charges prepaid, to

EXHIBIT A

Being Exhibit A to an Agreement between
GOFFSTOWN SCHOOL DISTRICT, and the TOWN OF GOFFSTOWN

PREMISES

The Premises (known as the Goffstown High School Television Studio Space) referred to in the Agreement is composed of a portion of the building owned by the District located in Goffstown, New Hampshire, located at 27 Wallace Road in said Goffstown, consisting of approximately 1,140 square feet on the first floor toward the back of said building, more particularly shown on the Floor Plan attached hereto.

The Premises are conveyed subject to the following benefits and restrictions:

1. The Premises shall be held by Agreement subject to the District's continued use during the school day, and occupancy and possession of the remainder of the building of which the Premises are a part; including the District's right on reasonable notice to the Town to pass and re-pass through the Premises for purpose of continued interior and exterior access.
2. The Premises shall be held by Town with the benefit of, and subject to, shared vehicular parking on the real estate of which said building is a part. Vehicular and parking shall not in any manner interfere with the parking and storage required from time to time by the District. The Town shall not allow or be entitled to any outside storage. In the event that temporary outside storage may be necessary by the Town for renovation or other purpose, GTV Committee shall make such requests to the School Board for consideration and approval.
3. The Town shall maintain all vehicular parking in a neat and orderly manner and appearance, in conformity with all applicable town and school district rules, regulations, orders and requirements. No parking shall be allowed within ten feet (10') of embankments or other environmentally sensitive areas as reasonably determined and designated by District.
4. The Town shall be entitled to use of the back parking lot while not in use by the school or the District.

EXHIBIT B

Being Exhibit B to an Agreement between
GOFFSTOWN SCHOOL DISTRICT, and the TOWN OF GOFFSTOWN

USE RESTRICTIONS

The District and the Town hereby covenant and agree as a material condition to the Agreement, that the Town's use and occupancy of the Premises shall at all times be subject to the following:

Hours of Operation. The hours of operation will be posted on the entrance. An employee or trained volunteer of the Lessee will be present at all times during the hours of operation. GTV staff will notify the School District in advance, when the building is scheduled to be occupied outside the normal operating hours of Goffstown Cable TV Studio/Program and normal Goffstown High School hours. Town employees, patrons or GTV volunteers may not enter GHS premises beyond the Television Studio Space without prior authorization or registering at the HS office first.

Report/Log of Public Use. A written log of daily users will be kept by the Town and shared with the District upon request. A report of public use will be provided to the District prior to the Annual Review meeting with the Town.

Emergency Contact Information: The Town will share annually with the District a list of Goffstown Cable Television Program employees and their emergency contact information. Provide police & fire departments with emergency contact information. Changes to the emergency contact information will be provided to the District, fire and police departments within five business days of their occurrence.

Keys: The District will provide the Town with four (4) keys to the premises. Appropriate controls for these keys must be maintained by the Lessee. These keys are not to be copied.

Fire Department Compliance. The Town shall be solely responsible for obtaining and submitting to the District an annual inspection of the premises by the Town Of Goffstown Fire Department. The Town shall be solely responsible for obtaining all permits, consents and approvals of the Town of Goffstown Fire Department for the Town's use and occupancy of the Premises, including, without limitation, meeting and maintaining the following Fire Department expectations:

- a. Use of candles or other open flame devices for program production purposes only.
- b. Cooking for program production purposes only.
- c. The proper use of extension cords; if needed, the cords must be industrial grade and cannot interfere/cross exit routes.
- d. Attendees are to be advised as to proper procedure and egress route in an emergency or fire alarm activation.
- e. Provide telephone access for E-911.
- f. Decorations must be kept to a minimum. Under no circumstances are decorations to be installed at or on exit door, over exit signs, or over emergency light units.
- g. Parking is to be in marked spaces only. Only properly marked vehicles are allowed to utilize handicap spaces.
- h. There is to be no occupancy of the Television Studio Space during normal operating hours if the exit and egress route are not clear/free of ice & snow.

EXHIBIT C
Being Exhibit C to an Agreement between
GOFFSTOWN SCHOOL DISTRICT and the TOWN OF GOFFSTOWN,
IN-KIND CONTRIBUTIONS IN LIEU OF FEES

The Town will see that the Goffstown Cable Television Program provides the following:

1. All equipment purchased by GTV for use inside the Studio such as equipment to video record a television show, editing equipment, sound and lighting equipment may be used during school hours by GSD staff and students as long as there is supervision by a properly trained adult. Students may work on independent study projects once approved by both the GSD and GTV staff.
2. GTV will provide storage space for the Goffstown School District on GTV's video server for programs to air on Channel 16.
3. GTV will provide and maintain equipment and wiring necessary to record in the Goffstown High School Media Center. This system equipment and wiring will be upgraded to provide appropriate audio and video capabilities and it will include the ability to run live programming. GTV staff will provide written instructions and training to volunteers for the proper use of recording and transmission equipment to record events at this site, including regularly scheduled Goffstown School Board meetings.
4. GTV staff will provide 1 DVD of all regularly scheduled Goffstown School Board meetings to the SAU #19 office within four (4) days of each meeting, as well as upload said meetings to the Town's Video On Demand server. If such meetings require any indexing/chapter points, GTV personnel will train SAU designee the process to mark and update such points.
5. GTV will provide the Goffstown School District with three daily time slots, which will be reserved for school programs. At least one of these time slots will be for airing a Goffstown School District bulletin board (i.e. meetings, calendar, sports schedules, etc.). The bulletin board will be maintained by GTV and the information will be supplied by the district in a format and manner that is agreed to by the GTV Committee. Additional time slots will be provided for Goffstown School District programming as needed and as scheduling of other public access programs allows. It is understood that GTV has the right to schedule other public access programming in the designated time slots during those times when educational programs are not sufficient to fill allotted time slots.
6. GTV will provide a minimum of 60 hours of training annually to the Goffstown School District staff. (Town Employees and residents are welcome to fill any open slots in these trainings.) The dates and times of these sessions to be mutually agreed upon between representatives of the School District and the GTV Committee in advance and then publicly announced and adhered to. Minimum and maximum number of registrants for each scheduled training session will be established in advance. Training sessions may be cancelled if the minimum number of registered attendees for that session is not achieved by the registration deadline.
7. Presently Goffstown has a Government Channel 22 and Public Access/Education Channel 16. When education programming has increased to a level that warrants instituting a third channel, which is available from Comcast, the GTV Committee would purchase the basic necessary equipment and develop a plan with GSD to manage and administer this third station in accordance with the regulation and stipulations established by the cable service provider.
8. All financial commitments in this Agreement are contingent upon budget approvals.

#4c

**LEASE BY & BETWEEN
GOFFSTOWN BOARD OF SELECTMEN
AND
GOFFSTOWN SCHOOL BOARD**

Entered into this 31st day of August, 2015.

HISTORY:

WHEREAS, the Town of Goffstown owns a large tract of land known as Barnard Park, and

WHEREAS, the Goffstown School District does not have a multiple purpose field or a regulation size track for use by the track team, cross country team, soccer team, and students in its inter-scholastic program, and the Town of Goffstown needs facilities for community recreation programs and teams, and

WHEREAS, the Town Officials and the School District Officials acknowledge a need for the same, and

WHEREAS, it is proposed that a multiple purpose field and a regulation size track be used by the Goffstown School District and the Town of Goffstown,

NOW THEREFORE, the Goffstown Board of Selectmen and the Goffstown School Board execute a ten (10) year lease for the use of a six (6) acre tract of land, more or less, which includes a multiple purpose field and a regulation size track, and

WITNESSETH: In consideration of the mutual promises and undertakings hereinafter set forth, the parties hereby covenant and agree as follows:

1. **DESCRIPTION:** A six (6) acre tract of land, more or less, at Barnard Park, which includes a multi-purpose field within the track and the track.
2. **TERM AND RENT:** The term of this lease shall be for ten (10) years, beginning the first day of July, 2015 and terminating the last day of June, 2025, at a cost of One Dollar (\$1.00) for the entire term.
3. **QUIET POSSESSION:** The Town of Goffstown agrees that if the Goffstown School District fulfills the obligation herein set forth, then they shall have and enjoy during the term and any renewal and extension hereof, the quiet and undisturbed possession for the uses herein described.
4. **PUBLIC USE:** The Goffstown School District agrees that when the facilities are not in use for school purposes, and subject to the rules and regulations of the School District, that the facilities shall be accessible for use by the general public. The Director of Parks and Recreation is responsible for scheduling of the facility.
5. **MAINTENANCE AND REPAIR:**
 - a. **Track Area:** To maximize the life of the Outdoor Track Surface both the School District and the Town of Goffstown shall follow the manufacturer's specific guidelines during normal use and maintenance operations, as detailed in Exhibit A. The School District shall be responsible for the repair of the rubberized track surface of the track. The Town of Goffstown shall be responsible for the repair of the underlying asphalt/drainage.
 - b. **Playing Fields:** The Town of Goffstown shall be responsible for the maintaining the playing fields.

6. UTILITIES: The Town of Goffstown shall be responsible for all utilities, which consist of water, sewer and electricity. The Director of Parks and Recreation shall provide to the School District a key to access water at either the pool house or pavilion. The School District will be responsible for maintaining the key and shall only distribute the key for School District events at Barnard Field.
7. CUSTODIAL SERVICE: The Town of Goffstown shall furnish all custodial services for the facility.
8. WATER AND SEPTIC SYSTEM: The Town of Goffstown shall be responsible for the cost of maintaining and repairing the water and septic systems.
9. SNOW AND ICE REMOVAL AND MAINTENANCE OF GROUNDS: The Town of Goffstown shall be responsible for all snow and ice removal, as well as for the maintenance of playing fields and mowing of the grounds.
10. INSURANCE: The Goffstown School District and the Town of Goffstown agree that during the term hereof they will keep their respective liability insurance coverage in effect.
11. ANNUAL FACILITY INSPECTION: Designees from the Goffstown School District and the Town of Goffstown shall perform at minimum an annual onsite inspection of the field and track. The purposes of the onsite inspection are to assess the condition and wear of the Barnard Track and the condition of the multipurpose field, discuss regular maintenance in conformance with best practices and the manufacturer's guidelines contained in Exhibit A, determine any necessary repairs that must be addressed, and develop a plan for repair, recondition or replacement of such facilities when necessary. This onsite inspection shall be held in April or May, prior to the Annual Review by the Goffstown School Board and Goffstown Board of Selectmen.
12. ANNUAL REVIEW: The Goffstown School Board and the Goffstown Board of Selectmen agree that any problems which arise in carrying out the provisions of this lease shall be referred to a subcommittee to be named by the Goffstown School Board and Goffstown Board of Selectmen respectively. Moreover, at least one meeting of the Selectmen and the School Board shall be held annually during the second quarter to review this lease. In the event that a problem cannot be resolved then the same will be arbitrated in accordance with the rules and regulations and proceeding of the American Arbitration Association then in effect.
13. The following provisions are included as required by the National Park Service, U.S. Department of the Interior, who provided the federal funds used to develop Barnard Park under New Hampshire Project #33-00035:

Any and all improvements shall become the property of the Town of Goffstown in the event that the Goffstown School District shall cease or otherwise default on this agreement.

This Agreement shall be null and void if the property is used for any purpose other than described herein.

Any utility lines established within the property shall be underground.

This Agreement is subject to all federal laws and regulations applicable to the Land and Water Conservation Fund Act program (16 USC 4601- 4 et seq.) and the grants-in-aid Manual for that program, including Title VI of the Civil Rights Act of 1964.

The use of the area and facilities covered by this Agreement shall be as scheduled by the Goffstown Parks and Recreation Director and will be described by the schedule of use attached hereto.

The following is included pursuant to Chapter 640.1.9 (Release 140) of the Land and Water Conservation Fund program grants-in-aid Manual:

- A. The Town of Goffstown, in order to protect the public interest, will periodically review the performance of the Goffstown School District and terminate this Agreement if its terms and the provisions of the Land and Water Conservation Fund grant agreement #33-00035, Barnard Playground, including standards of maintenance, public use, and accessibility are not met.
- B. The area covered by this Agreement shall be operated by the Goffstown School District for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act and implementing guidelines.
- C. The area covered by this Agreement shall be identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature, and advertising. Signs shall be posted indicating that the facility is open to the general public.
- D. Any fees or charges for the use of the area or its facilities must be competitive with similar private facilities.

14. BINDING EFFECT: The provisions of this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties thereto.

Dated the day and year first above written.

Town of Goffstown	Witness	Goffstown School District	Witness
<u><i>Robert [Signature]</i></u>	by: <u><i>Ruthy [Signature]</i></u>	<u><i>[Signature]</i></u>	by: <u><i>Denise D. Morin</i></u>
<u><i>Mark [Signature]</i></u>	Witness <u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>	<u><i>Denise D. Morin</i></u>
<u><i>John A. [Signature]</i></u>		<u><i>Ginny [Signature]</i></u>	<u><i>Denise D. Morin</i></u>
<u><i>[Signature]</i></u>		<u><i>Rita F. [Signature]</i></u>	<u><i>Denise D. Morin</i></u>
<u><i>[Signature]</i></u>		<u><i>Dea [Signature]</i></u>	<u><i>Denise D. Morin</i></u>
		<u><i>[Signature]</i></u>	<u><i>Denise D. Morin</i></u>
		<u><i>[Signature]</i></u>	<u><i>Denise D. Morin</i></u>
		<u><i>[Signature]</i></u>	<u><i>Denise D. Morin</i></u>

A Majority of the Board of Selectmen,
Town of Goffstown, NH

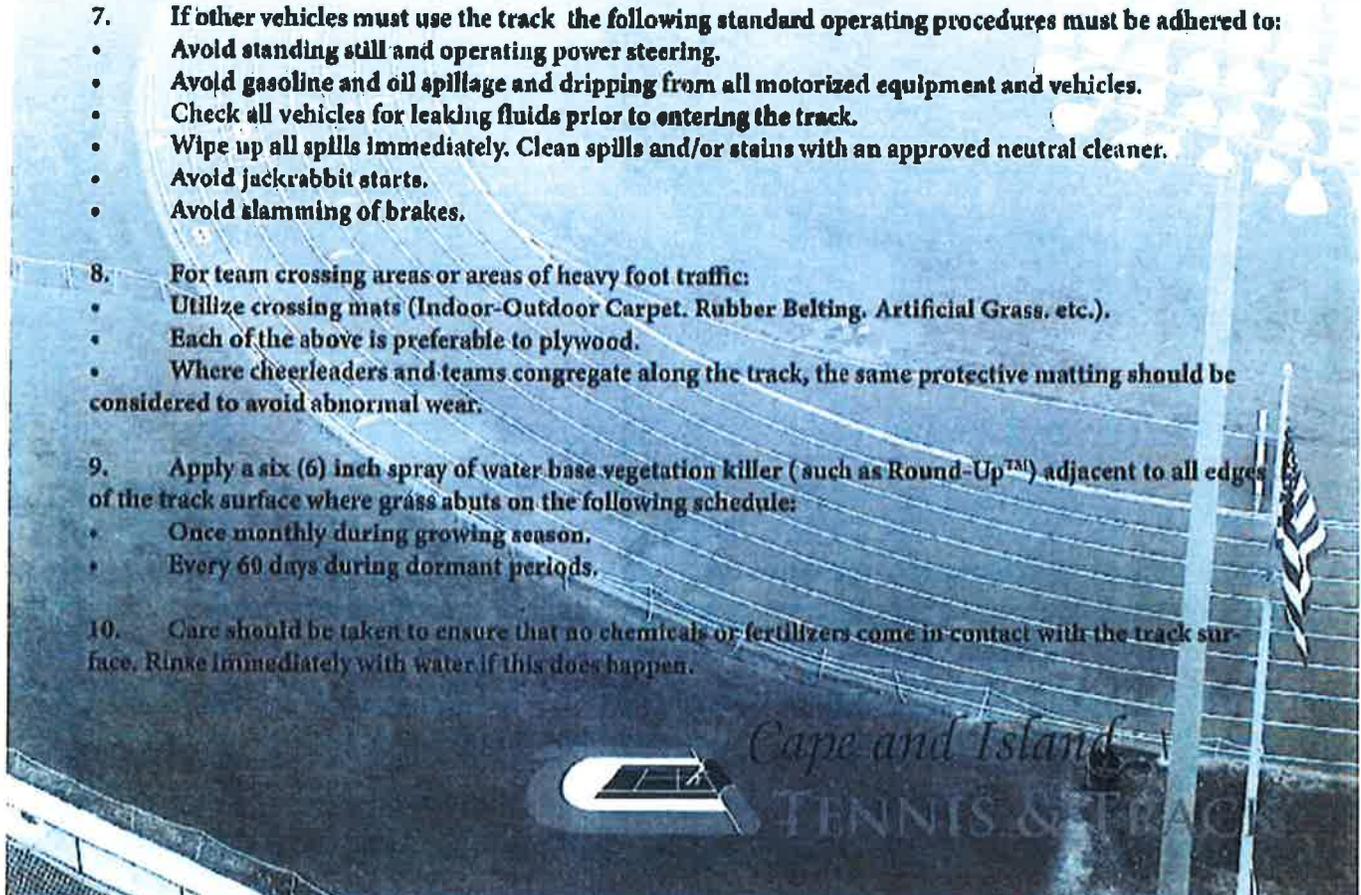
A Majority of the School Board,
Town of Goffstown, NH

EXHIBT A – BARNARD TRACK MAINTENANCE
MANUFACTURER'S GUIDELINES

Maintaining Your Track Surface

The following are specific guidelines that must be followed to maximize the life of your new Outdoor Track and Field Surface. Failure to adhere to these standard use procedures will decrease the lifecycle of your surface and potentially void the warranty associated with the product.

1. Spike use should be kept to a minimum of 1/8" pyramid spikes. Pin spikes or larger spikes could prematurely wear the surface, especially in starting, dash, and field event areas.
2. Public walkers and joggers should use the outer lanes. Lanes 1 and 2 are the most commonly run in areas and will wear significantly faster if jogging traffic is not diverted.
3. Absolutely NO pets, skateboarding, rollerblading or bikes should be permitted at any time.
4. At least twice per year, the track should be cleaned of loose dirt and debris. Removal of loose debris will minimize the unnecessary abrasion caused by dirt and sand. Most maintenance departments have walk-behind blowers.
5. Adjust the sprinkler system to minimize water "ponding" on the surface.
6. Limit vehicular traffic to only light-weight maintenance equipment and mowers. Heavy motor vehicles such as trucks or autos should not use the track. Mower operators must elevate mowers to maximum height and all equipment should cross areas on plywood protected paths.
7. If other vehicles must use the track the following standard operating procedures must be adhered to:
 - Avoid standing still and operating power steering.
 - Avoid gasoline and oil spillage and dripping from all motorized equipment and vehicles.
 - Check all vehicles for leaking fluids prior to entering the track.
 - Wipe up all spills immediately. Clean spills and/or stains with an approved neutral cleaner.
 - Avoid jackrabbit starts.
 - Avoid slamming of brakes.
8. For team crossing areas or areas of heavy foot traffic:
 - Utilize crossing mats (Indoor-Outdoor Carpet, Rubber Belting, Artificial Grass, etc.).
 - Each of the above is preferable to plywood.
 - Where cheerleaders and teams congregate along the track, the same protective matting should be considered to avoid abnormal wear.
9. Apply a six (6) inch spray of water base vegetation killer (such as Round-Up™) adjacent to all edges of the track surface where grass abuts on the following schedule:
 - Once monthly during growing season.
 - Every 60 days during dormant periods.
10. Care should be taken to ensure that no chemicals or fertilizers come in contact with the track surface. Rinse immediately with water if this does happen.



#4d



Town of Goffstown

TOWN OFFICES
16 MAIN STREET • GOFFSTOWN, NH 03045

Date: April 8, 2016
To: Board of Selectmen
Cc: Lorraine Cottle, Director Merri-Loo Community Preschool
From: Derek M. Horne, Assistant Town Administrator
Re: Annual Lease Review – Merri-Loo Preschool at Grasmere Town Hall

The purpose of this memorandum is to report on the annual lease review performed for the Merri-Loo Community Preschool at Grasmere Town Hall located at 87 Center Street (Tax Map 28, Lot 28).

04/08/16 Building Walkthrough

On Friday, 04/08/16 Roger Filteau and I performed a walkthrough with Lorraine Cottle, Merri-Loo Director, of the Merri-Loo space on the first floor. The preschool area was well maintained, clean, and being operated in conformance with the lease agreement.

The in-fill of two windows adjacent to the fire escape has been completed. Roger will paint the windows to match Merri-Loo's existing paint colors; Lorraine thought she may have paint she could provide. We discussed the inability to open windows in the first floor space, which continues to be an issue for the pre-school. Roger will be onsite during April vacation to fix the ropes and weights in one or two of the first floor windows.

Lorraine commented about the bush in front of the playground, which was left after DPW trimmed other vegetation at this location. She was concerned of ground wasps, which have been in issue in the past. I will contact DPW about removing the plant and work with Roger to treat against any hornets/wasps.

Roger and I walked through the attic storage. Last summer HDC members, with help from DPW, removed much of the demolition material on the 3rd floor. Roger will be working approximately 1 day a week (5 hrs) at Grasmere this spring to sort and store the remaining items in the old kitchen, which will open up tables closer to the entrance. This will allow Merri-Loo to move their items further away from the HVAC unit.

Proposed 2-year Lease Extension

Merri-Loo Preschool extended the lease last year, from 2015-2017. Although their current lease does not expire they would like to extend the lease 2 additional years, 2017-2019, which allows them to plan upcoming school years. Having Merri-Loo as tenants has benefited the Town since they are in the building on a daily basis and have alerted me to potential issues before they become more serious.

Recommended Action by the Selectmen:

Authorize the attached 2-year lease between the Town and Merri-Loo Preschool for the Grasmere Town Hall, for the time period 07/01/17-06/03/19.

If you have any questions concerning anything in this memo please feel free to contact me.

LEASE

TOWN OF GOFFSTOWN

TO

MERRI-LOO COMMUNITY PRE-SCHOOL, INC.

This indenture, made and executed this 31ST day of August, 2015 by and between the Town of Goffstown, a municipal corporation duly established under the laws of the State of New Hampshire, of the County of Hillsborough, party of the first part, and hereinafter called the LESSOR, and

MERRI-LOO COMMUNITY PRE-SCHOOL, INC. a non-profit corporation duly established under the laws of the State of New Hampshire of Goffstown, County of Hillsborough, party of the second part, and hereinafter called the LESSEE.

WITNESSETH, that for and in consideration of the rents, covenants, and agreements to be paid and performed on the part of the said party of the second part, the said party of the first part has agreed to lease, demise and let, and do hereby demise, lease and let to said party of the second part;

A portion of the first (1st) floor of the Grasmere Town Hall located on Center Street, Grasmere, Town of Goffstown, County of Hillsborough and the State of New Hampshire, excluding the Meeting Room on the first floor. An outdoor area on the property is available for use as an outdoor play area. The outdoor play area is located in front of the building on the southwest corner of the property at the date of execution of this LEASE. A storage area will be available on the third floor to the right of the doorway entrance and storage must meet Fire Department regulations including a restriction of storage of only items related to the daily operations of Merri-Loo Preschool. No storage is allowed in the foyer of the center door or on the center staircase.

The LESSEE hereby understands and agrees that it will assume in this lease:

- (a) 25% of the electricity costs for the building.
- (b) 50% of the water costs for the first floor.
- (c) 100% of the oil dedicated to the Merri-Loo space.

The utility amount will be reviewed at the end of the contract if it is to be renewed. Any increase in usage will be reviewed by the Town of Goffstown and Merri-Loo Pre-School officials.

The LESSEE hereby understands the LESSOR is in the process of renovating the second floor auditorium and intends to use the auditorium for private and public events.

The LESSEE hereby understands and agrees that if it is necessary to modify or relocate the outdoor play area to accommodate fire egress from the building then it will do so at the LESSEE's expense. The LESSOR will provide a 30 day notice to LESSEE and attempt to schedule when weather conditions are favorable.

The LESSEE hereby understands and agrees that it will furnish or recharge two (2) fire extinguishers as needed.

The LESSEE hereby understands and agrees that no alterations, repairs or painting will be done without first obtaining written permission of the LESSOR.

The LESSEE hereby understands and agrees that upon termination of the lease the walls will be repaired to the original condition.

The LESSEE hereby understands and agrees that it will be responsible for all broken glass or damages which occur as a direct result of the operation of the school or within their rented portion of the building.

The LESSEE hereby understands and agrees that it will not sublet the premises or assign this agreement to a third party.

The LESSEE hereby understands and agrees that it will be responsible for the expense of any and all repairs to the leased portion of the building.

The LESSEE hereby understands and agrees that it will take all steps necessary to obtain all relevant Federal, State and local licenses and to comply with applicable life safety codes.

The LESSEE hereby understands and agrees that every effort will be made by the Lessor to schedule the renovation of the Grasmere Town Hall during the summer months when not in use. However, it may be necessary for the Lessee to vacate the building if requested by the Board of Selectmen within 30 days of notification.

The LESSEE hereby understands and agrees that it will obtain liability coverage of at least one million dollars and supply the LESSOR with a valid certificate of insurance.

It is hereby agreed between the LESSEE and the LESSOR that in the event of a fire, this lease shall be null and void.

TO HAVE AND TO HOLD the same to the said LESSEE, its successors and assigns, for and during the full term of **twenty four (24) months** of this lease (**2015 – 2017**) from the first day of July, 2015 to the last day of June 2017, the said LESSEE yielding and paying therefore the total rent of **\$9,199.44** during the said term in the manner hereinafter provided.

And the said LESSOR, for itself, its successors and assigns, covenant with said LESSEE, its successors and assigns, that it may occupy the premises hereby leased, during the term aforesaid peaceably and quietly and free from all lawful claim or demand, of every and all other persons.

And the said LESSEE, for its successors and assigns does covenant with said LESSOR, its successors and assigns, that it, the said LESSEE, will pay the said LESSOR the sum of **Nine Thousand One Hundred Ninety-Nine Dollars & Forty Four Cents (\$9,199.44)** rent of said premises, to be paid in twenty four (24) monthly payments of **Three Hundred Eighty Three Dollars & Thirty One Cents (\$383.31)** on the first day of every month during said term of the lease, and that the said LESSEE will not suffer any waste of, in or upon the premises, that he will not lease, nor underlet, nor permit any other person or persons to occupy or improve the same, nor carry on therein any offensive trade or business, nor make or suffer to be made, any alterations therein but with the approbation in writing of the LESSOR; nor do any act or transact any business by which the insurance on said building may be affected, and that the LESSOR may enter to view and make improvement, and expel the LESSEE if he shall fail to pay the rent aforesaid as aforesaid, or make or suffer any strip of waste thereof; and further that he shall peaceably and quietly quit and deliver up the premises to the LESSOR, or attorney at the expiration or other termination of this lease, in as good order and condition, reasonable and careful usage thereof, and unavoidable casualties excepted, as the same now are or may be put into it by the said LESSOR or by the said LESSEE, provided, however, that if said premises shall, from fire or other casualty become untenable, there shall be proportional abatement or suspension of the rent during the time they shall remain untenable.

TERM: This lease is valid from July 1, 2015 through June 30, 2017. The LESSEE will schedule an annual meeting with the LESSOR, during the second quarter of each calendar year, to review this agreement.

IN TESTIMONY WHEREOF, the parties have hereunto interchangeably set their hands and seals the day and year first herein written.

TOWN OF GOFFSTOWN
BY ITS SELECTMEN:



Witness

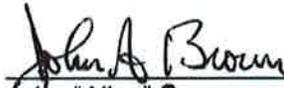


Peter Georgantas, Chairman



Mark Lemay, Vice Chairman

Collis G. Adams



John "Allen" Brown



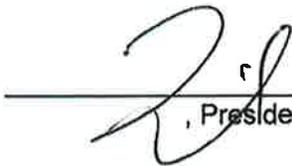
Date



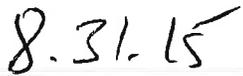
Scott Gross

MERRI-LOO COMMUNITY PRE-SCHOOL, INC.

Witness



, President



Date

Proposed
LEASE

TOWN OF GOFFSTOWN

TO

MERRI-LOO COMMUNITY PRE-SCHOOL, INC.

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MERRI-LOO COMMUNITY PRE-SCHOOL, INC. a non-profit corporation duly established under the laws of the State of New Hampshire of Goffstown, County of Hillsborough, party of the second part, and hereinafter called the LESSEE.

WITNESSETH, that for and in consideration of the rents, covenants, and agreements to be paid and performed on the part of the said party of the second part, the said party of the first part has agreed to lease, demise and let, and do hereby demise, lease and let to said party of the second part;

A portion of the first (1st) floor of the Grasmere Town Hall located on Center Street, Grasmere, Town of Goffstown, County of Hillsborough and the State of New Hampshire, excluding the Meeting Room on the first floor. An outdoor area on the property is available for use as an outdoor play area. The outdoor play area is located in front of the building on the southwest corner of the property at the date of execution of this LEASE. A storage area will be available on the third floor to the right of the doorway entrance and storage must meet Fire Department regulations including a restriction of storage of only items related to the daily operations of Merri-Loo Preschool. No storage is allowed in the foyer of the center door or on the center staircase.

The LESSEE hereby understands and agrees that it will assume in this lease:

- (a) 25% of the electricity costs for the building.
- (b) 50% of the water costs for the first floor.
- (c) 100% of the oil dedicated to the Merri-Loo space.

The utility amount will be reviewed at the end of the contract if it is to be renewed. Any increase in usage will be reviewed by the Town of Goffstown and Merri-Loo Pre-School officials.

The LESSEE hereby understands the LESSOR is in the process of renovating the second floor auditorium and intends to use the auditorium for private and public events.

The LESSEE hereby understands and agrees that if it is necessary to modify or relocate the outdoor play area to accommodate fire egress from the building then it will do so at the LESSEE's expense. The LESSOR will provide a 30 day notice to LESSEE and attempt to schedule when weather conditions are favorable.

The LESSEE hereby understands and agrees that it will furnish or recharge two (2) fire extinguishers as needed.

The LESSEE hereby understands and agrees that no alterations, repairs or painting will be done without first obtaining written permission of the LESSOR.

The LESSEE hereby understands and agrees that upon termination of the lease the walls will be repaired to the original condition.

The LESSEE hereby understands and agrees that it will be responsible for all broken glass or damages which occur as a direct result of the operation of the school or within their rented portion of the building.

The LESSEE hereby understands and agrees that it will not sublet the premises or assign this agreement to a third party.

The LESSEE hereby understands and agrees that it will be responsible for the expense of any and all repairs to the leased portion of the building.

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The LESSEE hereby understands and agrees that every effort will be made by the Lessor to schedule the renovation of the Grasmere Town Hall during the summer months when not in use. However, it may be necessary for the Lessee to vacate the building if requested by the Board of Selectmen within 30 days of notification.

The LESSEE hereby understands and agrees that it will obtain liability coverage of at least one million dollars and supply the LESSOR with a valid certificate of insurance.

It is hereby agreed between the LESSEE and the LESSOR that in the event of a fire, this lease shall be null and void.

TO HAVE AND TO HOLD the same to the said LESSEE, its successors and assigns, for and during the full term of **twenty four (24) months** of this lease (**2017 – 2019**) from the first day of July, 2017 to the last day of June 2019, the said LESSEE yielding and paying therefore the total rent of **\$9,384.00** during the said term in the manner hereinafter provided.

And the said LESSOR, for itself, its successors and assigns, covenant with said LESSEE, its successors and assigns, that it may occupy the premises hereby leased, during the term aforesaid peaceably and quietly and free from all lawful claim or demand, of every and all other persons.

And the said LESSEE, for its successors and assigns does covenant with said LESSOR, its successors and assigns, that it, the said LESSEE, will pay the said LESSOR the sum of **Nine Thousand Three Hundred Eighty-Four Dollars (\$9,384.00)** rent of said premises, to be paid in twenty four (24) monthly payments of **Three Hundred Ninety-One Dollars (\$391.00)** on the first day of every month during said term of the lease, and that the said LESSEE will not suffer any waste of, in or upon the premises, that he will not lease, nor underlet, nor permit any other person or persons to occupy or improve the same, nor carry on therein any offensive trade or business, nor make or suffer to be made, any alterations therein but with the approbation in writing of the LESSOR; nor do any act or transact any business by which the insurance on said building may be affected, and that the LESSOR may enter to view and make improvement, and expel the LESSEE if he shall fail to pay the rent aforesaid as aforesaid, or make or suffer any strip of waste thereof; and further that he shall peaceably and quietly quit and deliver up the premises to the LESSOR, or attorney at the expiration or other termination of this lease, in as good order and condition, reasonable and careful usage thereof, and unavoidable casualties excepted, as the same now are or may be put into it by the said LESSOR or by the said LESSEE, provided, however, that if said premises shall, from fire or other casualty become untenable, there shall be proportional abatement or suspension of the rent during the time they shall remain untenable.

TERM: This lease is valid from **July 1, 2017** through **June 30, 2019**. The LESSEE will schedule an annual meeting with the LESSOR, during the second quarter of each calendar year, to review this agreement.

IN TESTIMONY WHEREOF, the parties have hereunto interchangeably set their hands and seals the day and year first herein written.

TOWN OF GOFFSTOWN
BY ITS SELECTMEN:

Witness

Peter Georgantas, Chairman

Mark Lemay, Vice Chairman

Collis G. Adams

John "Allen" Brown

Date

David Pierce

MERRI-LOO COMMUNITY PRE-SCHOOL, INC.

Witness

, President

Date

Memorandum

To: Board of Selectmen

From: Adam L. Jacobs, Director of Public Works

Date: April 7th, 2016

Re: VEHICLE AND EQUIPMENT BID RESULTS/RECOMMENDATIONS

On April 4th, sealed bids were opened for five CIP-identified replacement vehicles/equipment units for the Department of Public Works. The results of the bids and my recommendations are as follows:

Replacement Keith Walking Floor (CIP amount \$25,000) – This is the replacement floor for the current recycling trailer. We received a single bid from O’Leary Welding Corp. for \$32,000 for a full replacement. As the bid specifications were written for a partial floor replacement, I recommend rejecting this bid. No vendors made arrangements to view the trailer empty. I have a previous quote from a local vendor to replace roughly half the floor slats and wear parts for less than half this amount if the Board would like to pursue that option.

Roll-off Utility Containers (Qty 2, CIP amount \$25,000) – We received four bids for these containers. I recommend awarding to the low bid vendor, East Coast Container Corp, for a total of \$16,290.

New Closed Top Walking Floor Trailer (CIP amount \$85,000) – We received three bids for this trailer. I recommend awarding to the low bid vendor, Mac Trailer Manufacturing, for a total of \$89,442. This price includes the optional steel high-wear floor and Town of Goffstown Lettering.

Late Model AWD Ford Escape SUV (CIP amount \$18,000) – We received a total of nine bids from four different dealers. I have inspected the four lowest bid vehicles, and the recommend awarding to Unique Ford. The purchase price (\$16,800) is \$815 higher than the lowest bid, but the vehicle is in better overall condition. I would also recommend purchase of an extended powertrain warranty for \$1,547 and a total price of \$18,347. The terms and price of the warranty are better through Unique Ford as well (7yr/100k miles at \$1,547 vs. 4 yr/100k miles at \$1,820)

Ford F-550 Crew Cab Pickup and dump body (CIP amount \$75,000) – We received a single bid from Londonderry Ford. I recommend awarding to this vendor in the amount of \$68,289.

**Bids for 2016 DPW
Replacement Keith Walking Floor
Due April 4, 2016 at 1:00 p.m.
Opened at 1:00**

Arrived timely

O'Leary Welding Corp.
Douglas, MA

\$ 32,000.00

SIGNATURES OF STAFF:





Bids for 2016 DPW
2 Roll-Off Utility Containers
Due April 4, 2016 at 1:15 p.m.
Opened at 1:15

Arrived timely

Custom Container
Lewisburg, PA

\$8,489 ea / \$16,978 total

Waste Equipment Mfg. Co.
Statesville, NC

\$11,860 ea / \$23,720 total

East Coast Compactor, Corp.

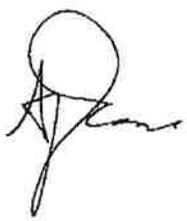
\$8,145 ea / \$16,290 total

SIGNATURES OF STAFF:





Arrived timely opened 4/6/16 3:25p
Technology International Inc \$13,125 ea / \$26,250 total

**Bids for 2016 DPW
Closed Top Walking Floor Trash Trailer
Due April 4, 2016 at 1:30 p.m.
Opened at 1:30**

Arrived timely

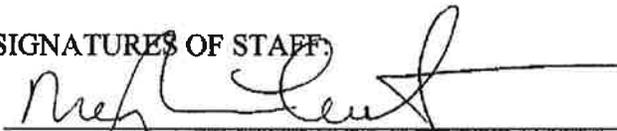
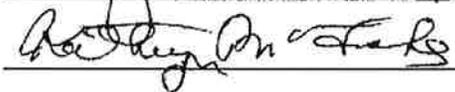
J & J Truck Bodies & Trailers
Somerset, PA

\$96,898 (other options were provided)

Warren Manufacturing
Birmingham, AL

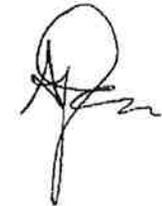
\$90,350 (other options were provided)

SIGNATURES OF STAFF:

Arrived timely - opened 4/6/16 @ 3:23

MACB TRAILER MANUF \$83,534 (other options provided)

Dan M Hour 

**Bids for 2016 DPW
Late Model AWD Ford Escape SUV
Due April 4, 2016 at 1:45 p.m.
Opened at 1:45**

Arrived timely

3 bids

Londonderry Ford
Londonderry Ford

\$19,495 @ 24,642 odo / 2014
17,800 G 29,998 / 2013
19,900 G 26,196 / 2013 2014

Unique Ford
Goffstown, NH

\$16,800 @ 40-50,000 odo / 2013

\$21,883 @ 31,872 odo / 2014

2 bids

AutoFair Ford
Manchester, NH

\$20,822 @ 30,375 odo / 2014

3 bids

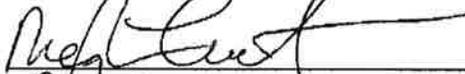
Colonial Automotive Group
Acton, MA

\$15,985 @ 57,000 odo / 2013

16,500 G 44,000 2013

16,995 G 39,000 2013

SIGNATURES OF STAFF







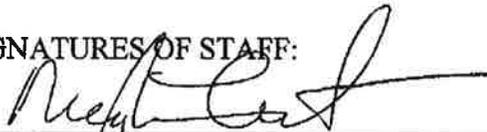
Bids for 2016 DPW
2016 Ford F550 Crew Cab Pickup
Due April 4, 2016 at 2:00 p.m.
Opened at 2:00

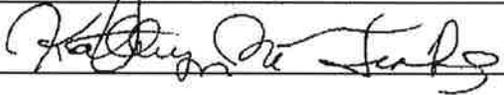
Arrived timely

Ford of Londonderry
Londonderry, NH

\$68,289

SIGNATURES OF STAFF:





Memorandum

To: Board of Selectmen

From: Adam L. Jacobs, Director of Public Works

Date: March 25th, 2016

Re: PRELIMINARY ESTIMATES FOR UNDERGROUND UTILITIES – MAIN ST.

Per the BOS request, the DPW asked Eversource to provide an estimate of the cost of moving utilities underground in concert with the planned reconstruction of Main Street in 2017. The NH Public Utilities Commission allows costs of such work to be passed through to the requesting municipality. Eversource has provided a rough estimate of their costs as \$1.374M.

In addition to Eversource costs, the town would be responsible for moving all other utilities and installation of supporting infrastructure. The Town Engineer has used costs from the recent project in Concord to apportion a range of expected costs for the remainder of the work as roughly \$1.5 (town-as-GC) to \$2M (fully contracted). **The total cost of the undergrounding project (Factory Street- Summer Street) would be \$2.8M-\$3.3M.**

In order to move forward with design, Eversource would require a 10% up-front payment of their costs: \$137,000. During this design process, Eversource investigates the alternative of moving utilities to back alleyways to possibly achieve some savings.

If the town wants to remove overhead utilities on Main Street, this is definitely the time to do it. However, the overall cost seems to outweigh the potential economic and aesthetic gains. Due to the impact on the scope of work and the budget/warrant article approval process, I also think that it may be unrealistic to expect all work to be completed in 2017. If the BOS wishes to proceed, will need to determine the funding source for design costs and begin coordination immediately.

Attachment: Village Underground Estimates

Village Underground Estimates

Utility	Concord Main Street	Goffstown Project	% of Total
Power	\$ 800,000.00	\$ 1,374,000.00	41%
Phone	\$ 100,000.00	\$ 172,300.00	5%
Cable	\$ 20,000.00	\$ 34,500.00	1%
Fire Dept	\$ 25,000.00	\$ 43,100.00	1%
Contractor - Trench & Conduit	\$ 700,000.00	\$ 1,206,100.00	36%
Private Property Connections	\$ 300,000.00	\$ 516,900.00	15%
	\$ 1,945,000.00	\$ 3,346,900.00	100%

NOTES:

The Eversource estimated cost for relocation of power does not include the following and would be the responsibility of the Town or other utilities:

- 1) All trenching, conduit systems, all cement foundations for transformer slabs, manholes, switchgear and sector cabinet bases will be furnished and installed by the customer to meet Eversource utility standards and any other applicable codes. This includes any ductbank that needs to be installed/attached to the Main St Bridge superstructure.
- 2) The new conduit underground system required to replace overhead services to existing building will be installed by the town or their agent. Installation must meet Eversource utility standards and any other applicable codes. There may be locations that incur additional cost as a result of the conversion. The preparation of these locations is the customer's responsibility.
- 3) The town may need to obtain easements from residential and business sites if the municipality or state does not have adequate space within the state or municipal ROW for the placement of Eversource equipment, and the acquisition of any permits needed for the Piscataquog River crossing and modifications to the bridge.
- 4) Eversource will supply standard meter sockets for the conversion from overhead to underground but is not responsible for their installation.
- 5) This estimate is for replacing Eversource facilities only; the town is responsible for acquiring estimates for relocation and/or replacement of other utilities.
- 6) Please be aware that when Eversource installs underground facilities that serve more than 26 customers, backup and loop feeds are required, so to properly feed the downtown area underground, it may be necessary to install new or upgrade existing overhead facilities adjacent to the project area, for example along Kendall Hadley Row, or Reed St or Cottage St.
- 7) Contractor costs would be much less as we are not paying for labor but will have to pay for conduit pipe and concrete for all foundations as required in Note #1.
- 8) Concord Main Street estimates were from McFarland Johnson for comparison purposes only as each job site is very unique and estimates will vary greatly.

Memorandum

To: Board of Selectmen

From: Adam L. Jacobs, Director of Public Works

Date: April 8th, 2016

Re: PRIVATE CURBING INSTALLATION REQUEST - #26 SOUTH MAST ST

The Department of Public Works has received a request to install curbing along the frontage of a private residence at #26 South Mast Street, across from Prospect Street. The main concern expressed by the homeowner is that vehicles heading East-bound are leaving the pavement to drive around the queue to make a left turn onto Prospect Street. As the grass has been killed off, the road shoulder has begun washing out, and cars are driving even farther up the lawn to avoid the puddles. The resident feels that roadside drainage will also be improved if there is a line of curbing to the nearby catch basin inlet.

During a site visit, the Town Engineer and I informed the homeowner that when this section of South Mast Street is reclaimed and drainage upgraded, curbing will be installed to match the outlying sections of South Mast Street at the Wallace Road and New Boston Road intersections. The homeowner has indicated that he might be interested in hiring his own contractor or donating the cost of curbing to the town if that is the only way to get it done in the short term.

As part of the decision to accept or reject the donation, or perform the installation ahead of schedule, I offer the following discussion points:

- 1) Any curbing installed now would be a temporary measure, and will need to be removed when drainage upgrades and road reconstruction is accomplished (tentatively in 2020)
- 2) The curbing in the section of South Mast Street near Wallace is approximately 4' from the white line, but the homeowner has requested keeping the same "gutter" location, which would be roughly 2' from the white line. Either of these curb locations would be well within the apparent right-of-way.
- 3) The approximate cost of asphalt berm and pavement for a 2' shoulder area would be \$1250. This does not include any cost of raising the current inlet grate, loam/seed, or raising the water shutoffs in this area.

Attachment: Pictures of #26 South Mast Street



#26 Mast - View to the East at Prospect Street



#26 Mast - View to the West at Prospect Street



So. Mast St curbed area - View to the East near W. Union Street

**TOWN OF GOFFSTOWN
PUBLIC HEARING**

The Selectmen will conduct a Public Hearing (RSA 41:9-a) on 4/11/16 at 6:45 pm at Goffstown Town Hall, 16 Main St. to amend the ambulance service fees as follows:

SERVICE	CURRENT	PROPOSED
BLS	\$557.48	\$568.63
ALS 1	\$798.68	\$814.65
ALS 2	\$1,497.59	\$1,527.54
SCT	\$1,651.70	\$1,684.73
Mileage	\$11.22 per mile	\$16.25 per mile

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.

Union Leader 3/31/16
Pg C-7

Legal Notice

TOWN OF GOFFSTOWN PUBLIC HEARING

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\$16.25 per mile

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(UL - March 31)

#7c

**DEVINE
MILLIMET**

ATTORNEYS AT LAW

April 1, 2016

RENELLE L'HUILLIER
603.410.1709
RLHUILLIER@DEVNEMILLIMET.COM

ENGAGEMENT LETTER

Town of Goffstown
16 Main Street
Goffstown, New Hampshire 03045

Re: Proposed Issuance of General Obligation Refunding Bonds by the Town of Goffstown, New Hampshire ("Issuer") - Bond Counsel Services

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Goffstown, New Hampshire (the "Issuer" or the "Town") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of financing fire station improvements in the approximate amount of \$2,300,000, they will be general obligations of the Issuer and that the Bonds are likely to be sold to the New Hampshire Municipal Bond Bank.

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of New Hampshire income tax purposes.
- (2) Render our supplemental legal opinion to the underwriter for the Bonds.
- (3) Review and consult with Issuer regarding the proceedings and other actions taken by Issuer to authorize the issuance of the Bonds.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds; and coordinate the authorization and execution of such documents.
- (5) Review legal issues relating to the structure of the Bond issue.

DEVINE, MILLIMET
& BRANCH
PROFESSIONAL
ASSOCIATION

15 NORTH MAIN STREET
SUITE 300
CONCORD
NEW HAMPSHIRE 03301

T 603.226.1000
F 603.226.1001
DEVINEMILLIMET.COM

MANCHESTER, NH
CONCORD, NH
PORTSMOUTH, NH
BOSTON, MA

- (6) Draft the continuing disclosure undertaking of the Issuer to the extent required by Securities and Exchange Commission Rule 15c2-12, as amended.

Our Bond Opinion will be addressed to the Issuer and any purchaser(s) of the Bonds and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. In connection with this engagement, I note that my colleague, Dan Will, represents FairPoint Communications in a matter involving the Town's assessment and abatement of taxes against property owned by FairPoint in the Town (primarily telephone poles and rights of way), a matter that is unrelated to the bonds and their issuance, and for which the Town has retained other counsel. There is a strong likelihood that Attorney Will will either amend the existing case to include appeals of subsequent tax years or that he will file new lawsuits to appeal subsequent tax years on behalf of FairPoint. While I trust this involvement will not be of concern to you because it is completely unrelated to your proposed bond issue, please call me if you would like to discuss this situation in more detail. Your execution of this letter represents your consent to this situation and your waiver of any involved conflict related to our firm's representation of FairPoint Communications. Also, it is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with or involving the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations

not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Based upon (i) the size of the bond issues; (ii) the complexity of the involved financing structure; (iii) the manner in which the bonds may be sold; (iv) the duties and responsibilities we are undertaking pursuant to this letter; and (v) the time that we anticipate devoting to this financing, we anticipate that our fees, including expenses, will be in the range of \$5,000 to \$7,500 if privately placed with a local financial institution or sold to the New Hampshire Municipal Bond Bank. If the Bonds are sold publicly we will provide a revised fee quote. Our fee may also vary: (a) if the principal amount of the bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arises which require a significant increase in our time or responsibility. Furthermore, if in addition to your bond, your financing plans also include interim financing, such as the issuance of bond anticipation notes, we may charge additional fees for related services in such reasonable amount as we may agree upon. If, at any time, we believe the circumstances require an adjustment of our original fee estimate, we will advise you and will prepare and provide to you an amendment to this letter. Our fee is typically paid at the closing of the bonds and we customarily do not submit any statement until the closing. If, however, the bond warrant article is not passed at your annual or special meeting (as applicable), this financing is not completed as scheduled and/or if another bond financing is contemplated in the future, we reserve the right to capture our time spent on this financing and submit an invoice to you for our fees for such services.

If the foregoing terms are acceptable to you, please so indicate by returning a PDF copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

We look forward to working with you.

DEVINE, MILLIMET & BRANCH,
PROFESSIONAL ASSOCIATION

By: _____


Renelle L. L'Huillier, Esquire

April 1, 2016
Page 4

Agreed to and accepted in accordance with the foregoing.

TOWN OF GOFFSTOWN

By: _____
Name: _____
Title: _____
Date: _____

RLL/sam

cc: David H. Barnes, Esq.

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#7e

1994 TOWN MEETING

ARTICLE 28

To see if the Town will vote to authorize the Board of Selectmen indefinitely, until rescinded, to transfer tax liens and to convey any real estate acquired by the Town by Tax Collector's deed. Such conveyance shall be by deed following a public auction, or the property may be sold by advertised sealed bids or may be otherwise disposed of as justice may require, pursuant to RSA 80:80. This vote shall remain in effect until rescinded by a vote of the municipal meeting.

TITLE V

TAXATION

CHAPTER 80

COLLECTION OF TAXES

Real Estate Tax Liens

Section 80:80

80:80 Transfer of Tax Lien. –

I. No transfer of any tax lien upon real estate acquired by a town or city as a result of the execution of the real estate tax lien by the tax collector for nonpayment of taxes thereon shall be made to any person by the municipality during the 2-year period allowed for redemption, nor shall title to any real estate taken by a town or city in default of redemption be conveyed to any person, unless the town, by majority vote at the annual meeting, or city council by vote, shall authorize the selectmen or the mayor to transfer such lien or to convey such property by deed.

II. If the selectmen or mayor are so authorized to convey such property by deed, either a public auction shall be held, or the property may be sold by advertised sealed bids. The selectmen or mayor shall have the power to establish a minimum amount for which the property is to be sold and the terms and conditions of the sale.

II-a. If the selectmen or mayor are authorized to transfer such liens during the 2-year redemption period, either a public auction shall be held, or the liens may be sold by advertised sealed bids. The selectmen or mayor may establish minimum bids, and may set the terms and conditions of the sale. Such liens may be sold singly or in combination, but no fractional interest in any lien shall be sold. Such transfer shall not affect the right of the owner or others with a legal interest in the land to redeem the tax lien pursuant to RSA 80:69, or make partial payments in redemption pursuant to RSA 80:71, but the transferee shall become the lienholder for purposes of RSA 80:72 and 80:76.

III. The selectmen may, by a specific article in the town warrant, or the mayor, by ordinance, may be authorized to dispose of a lien or tax deeded property in a manner than otherwise provided in this section, as justice may require.

IV. Such authority to transfer or to sell shall continue in effect for one year from the date of the town meeting or action by the city or town council provided, however, that the authority to transfer tax liens, or to sell real estate acquired in default of redemption, or to vary the manner of such sale or transfer as justice may require, may be granted for an indefinite period, in which case the warrant article or vote granting such authority shall use the words "indefinitely, until rescinded" or similar language.

V. Towns and cities may retain and hold for public uses real property the title to which has been acquired by them by tax collector's deed, upon vote of the town meeting or city council approving the same.

VI. For purposes of this section, the authority to dispose of the property "as justice may require" shall include the power of the selectmen or mayor to convey the property to a former owner, or to a third party for benefit of a former owner, upon such reasonable terms as may be agreed to in writing, including the authority of the municipality to retain a mortgage interest in the property, or to reimpose its tax lien, contingent upon an agreed payment schedule, which need not necessarily reflect any prior redemption amount. Any such agreement shall be recorded in the registry of deeds. This paragraph shall not be construed to obligate any municipality to make any such conveyance or agreement.

Source. 1987, 322:1. 1992, 173:3, 4. 1993, 176:10. 1997, 266:4, eff. Jan. 1, 1998.

TITLE V

TAXATION

CHAPTER 80

COLLECTION OF TAXES

Real Estate Tax Liens

Section 80:89

80:89 Notice to Former Owner and Opportunity for Repurchase. –

I. At least 90 days prior to the offering for sale by a municipality of property which is acquired by tax deed on or after the effective date of this section, the municipal governing body or its designee shall send notice by certified mail, address service requested, return receipt requested, to the last known post office address of the owner of the property at the time of the tax deed, if known, or to the person to whom notice of the impending tax deed was given under RSA 80:77. The notice shall set forth the terms of the offering and the right of the former owner or owners to repurchase the property, as set forth in paragraph II. Copies of any such notice shall also be sent by certified mail, return receipt requested, to any mortgagee to whom notice of the impending tax deed was sent under RSA 80:77-a. For any notice sent pursuant to this paragraph, \$10 may be added to the municipality's "costs" as defined in RSA 80:90. In this section, an "offering for sale" means the authorization by the municipality's governing body to its designee to sell the property.

II. Within 30 days after the notice required by paragraph I, or if no such notice is received, at any time within 3 years after the date of recording the tax deed, any former owner of the property may give notice by certified mail, return receipt requested, of intent to repurchase the property from the municipality, and stating that such owner is ready, willing, and able to pay all back taxes, interest, costs and penalty, as defined in RSA 80:90. If all such back taxes, interest, costs and penalty have not been actually tendered within 15 days of such notice of intent to repurchase, the municipality may proceed with its offering and dispose of the property without any interest by the former owner.

III. The deed from the municipality upon such repurchase shall convey the municipality's interest in the property, or such portion as has not been previously disposed of by the municipality, to all record former owners in the same proportional undivided interests as the former owners of record.

IV. The former owners' title upon repurchase shall be subject to any liens of record against the property as of the time of the tax deed to the municipality, and subject to any leases, easements, or other encumbrances as may have been granted or placed on the property by the municipality. In the case of multiple former owners, any owner paying more than a proportional share of the purchase price to the municipality shall have a lien against the other owners for the amount of the excess paid.

V. A notice of intent to repurchase under this section may also be filed by the holder of any recorded mortgage interest in the property which was unredeemed as of the date of the tax deed. Upon payment the property shall be deeded as provided in paragraph III, but the mortgagee shall be entitled to add the amount paid to the municipality to the amount due under the mortgage.

VI. Conveyances to a former owner under this section shall not be subject to the real estate transfer tax under RSA 78-B.

VII. The duty of the municipality to notify former owners and to distribute proceeds pursuant to RSA 80:88, and the former owners' right of repurchase under this section shall terminate 3 years after the date of recording of the deed.

Source. 1998, 238:2. 2007, 184:2, 3, eff. Aug. 17, 2007.

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				TOWN OF GOFFSTOWN NEW HAMPSHIRE ASSESSING PROPERTY RECORD CARD www.goffstown.com
TOWN OF GOFFSTOWN		1 Level	2 Public Water	1 Paved	4 LV-High Densty	Description	Code	Appraised Value	Assessed Value	
16 MAIN ST		5 Steep	3 Public Sewer			EXEMPT	9035	1,900	1,900	
GOFFSTOWN, NH 03045 Additional Owners:		SUPPLEMENTAL DATA				EXM LAND	9035	128,300	128,300	
		Other ID: Cyclical ML 2010				EXEMPT	9035	600	600	
		# Buildings 1	C-I Type			Total				130,800
		Res Units 1	District			Total				130,800
		Com Units	Town Line			Total				130,800
		Ind Units				Total				130,800
		SHEET 45				Total				130,800
		GIS ID: 19-21				Total				130,800

RECORD OF OWNERSHIP					BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
TOWN OF GOFFSTOWN					8548/2456	04/15/2013	U	I		35	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value			
MOODY, KENNETH P					5492/0924	11/15/1993			0		2015	9035	128,300	2014	9035	128,300	2013	9035	132,200			
MOODY, CHESTER C & MARGARET					2185/0313	12/29/1971			0		2015	9035	600	2014	9035	600	2013	9035	600			
RACETTE, ADELARD & CECILA					1845/0245	08/31/1965			0		Total:			128,900	Total:			128,900	Total:			132,800

PROPERTY TAX EXEMPTION				EXEMPTIONS & CREDITS				APPRAISED VALUE SUMMARY						
Year	Type	Description	% EXEMPT	Code	Description	Year of Review	Amount	Appraised Bldg. Value (Card)						1,900
								Appraised XF (B) Value (Bldg)						0
								Appraised OB (L) Value (Bldg)						600
								Appraised Land Value (Bldg)						128,300
								Special Land Value						0
								Total Appraised Parcel Value						130,800
								Valuation Method:						C
								Adjustment:						0
								Net Total Appraised Parcel Value						130,800

ASSESSING NEIGHBORHOOD					NOTES					
NBHD/ SUB	PROPERTY LOCATION	TOWN MAP SHEET #	ZONING	NEIGHBORHOOD	GREEN FUNC = UNDERUSE OF LOT - NO FOUNDATION					
0001/A	GOFFSTOWN, NH 03045	45	High Density Res	Lynch/Danis Park						

BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result	
435	06/03/2003	RN	Renovations	40		100	04/01/2004	LAPSED	09/19/2009			SM	01	Measured/Left hanger	

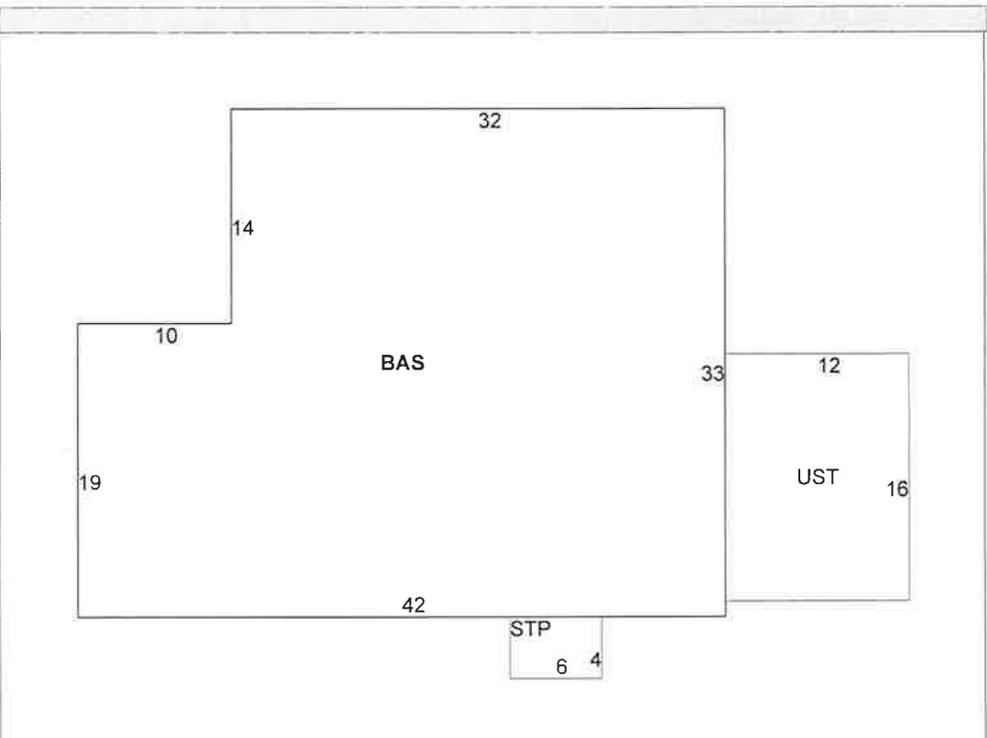
LAND LINE VALUATION SECTION														Special Pricing				Adj. Unit Price	Land Value
B #	Use Code	Use Description	Zone	D	Frontage	#P-Lot	Units	Unit Price	L Factor	SJ	Acre Disc	C Factor	NBHD	NBHD Adj.	Land Notes	Special Pricing	Adj. Unit Price	Land Value	
1	903R	TOWN-PROP MDL-01	R2		400	4	43,560 SF	1.93	1.1500	5	1.0000	0.90	PK3	1.05	-10% TOPOGRAPHY		2.10	91,500	
1	903R	TOWN-PROP MDL-01	R2				2.00 AC	5,000.00	1.0000	0	1.0000	0.80	PK3	1.05	TOP		4,200.00	8,400	
1	903R	TOWN-PROP MDL-01	R2				300.00 FF	450.00	0.8000	0	1.0000	0.25	PK3	1.05	-75% TOPO		94.50	28,400	

Total Card Land Units:		3.00 AC	Parcel Total Land Area:3 AC												Total Land Value:	128,300
------------------------	--	---------	-----------------------------	--	--	--	--	--	--	--	--	--	--	--	-------------------	---------

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	2R		MH on FNDTN				
Model	01		Residential				
Grade	03		Average-1				
Stories	1		1 Story				
Occupancy	1						
Exterior Wall 1	26		Aluminum Sidng				
Exterior Wall 2							
Roof Structure	01		Flat				
Roof Cover	01		Metal/Tin				
Interior Wall 1	04		Plywood Panel				
Interior Wall 2							
Interior Flr 1	14		Carpet				
Interior Flr 2	06		Inlaid Sht Gds				
Heat Fuel	03		Gas				
Heat Type	05		Hot Water				
AC Type	01		None				
Total Bedrooms	03		3 Bedrooms				
Total Bthrms	1						
Total Half Baths	0						
Total Xtra Fixtrs							
Total Rooms							
Bath Style							
Kitchen Style							

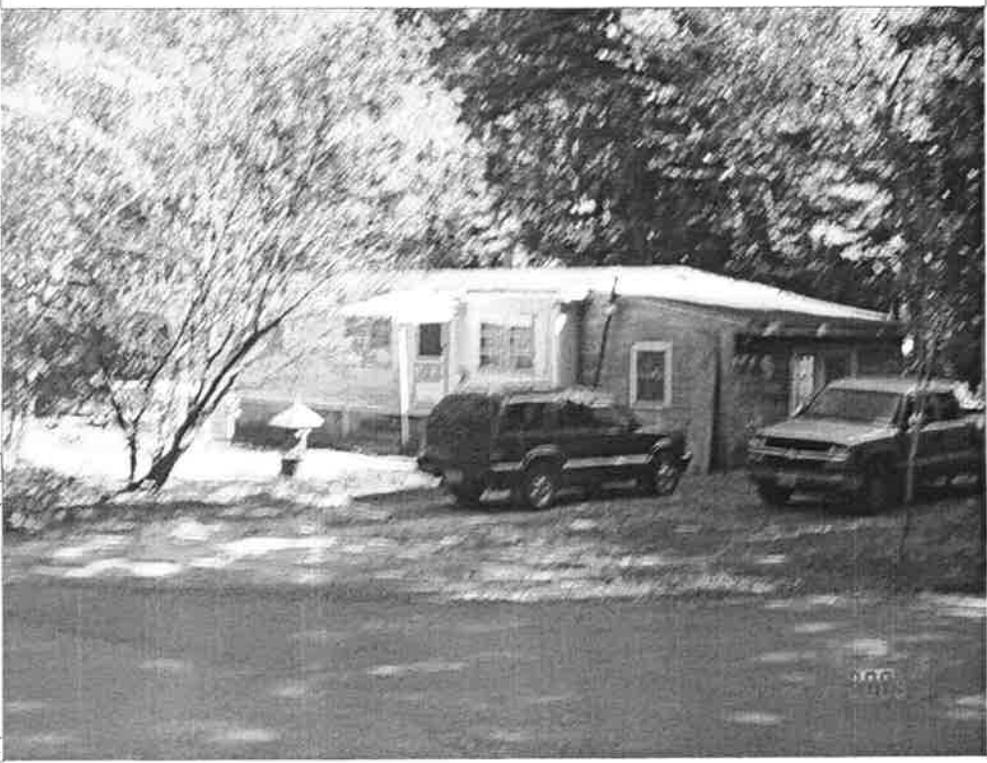
MIXED USE		
Code	Description	Percentage
903R	TOWN-PROP MDL-01	100

COST/MARKET VALUATION	
Adj. Base Rate:	35.41
	46,493
Net Other Adj:	0.00
Replace Cost	46,493
AYB	1965
Dep Code	VP
Year Remodeled	
Dep %	41
Functional Obslnc	55
External Obslnc	
Condition	
% Complete	
Overall % Cond	4
Apprais Val	1,900



OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value
SHD1	FRAME/VINY			L	100	10.00	1998		0			60	600

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,246	1,246	1,246	35.41	44,121
STP	Stoop	0	24	0	0.00	0
UST	Utility, Storage, Unfinished	0	192	67	12.36	2,372
Ttl. Gross Liv/Lease Area:		1,246	1,462	1,313		46,493



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				TOWN OF GOFFSTOWN NEW HAMPSHIRE ASSESSING PROPERTY RECORD CARD www.goffstown.com
TOWN OF GOFFSTOWN		5 Steep	5 Well	3 Unpaved	7 Waterfront	Description	Code	Appraised Value	Assessed Value	
16 MAIN ST		4 Rolling	6 Septic	7 Private	8 Flood Way	EXM LAND	9035	33,400	33,400	
GOFFSTOWN, NH 03045 Additional Owners:		2 Above Street								
SUPPLEMENTAL DATA										
Other ID:				Cyclical ML 2007						
# Buildings				C-1 Type						
Res Units				District						
Com Units				Town Line						
Ind Units										
SHEET 37										
GIS ID: 24-84										
								Total	33,400	33,400

RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)						
TOWN OF GOFFSTOWN		8548/2457		04/15/2013		U	I	0	35	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
BENSON-MEZOFF, ELAINE MARIE &		7385/1905		12/30/2004		U	I	0	1A	2015	9035	33,400	2014	9035	33,400	
BENSON-MEZOFF, ELAINE MARIE		6128/1965		07/08/1999		U	I	0	1J							
APPLETON, WAYNE R &		5759/1585		10/15/1996				0								
APPLETON, WAYNE R		5700/1448		03/18/1996		U	I	68,000	1O							
POTVIN, PAUL & FRANCOISE		2217/0283		06/06/1972				0								
											Total:	33,400	Total:	33,400	Total:	33,400

PROPERTY TAX EXEMPTION				EXEMPTIONS & CREDITS			
Year	Type	Description	% EXEMPT	Code	Description	Year of Review	Amount

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD					
NBHD/ SUB	PROPERTY LOCATION	TOWN MAP SHEET #	ZONING	NEIGHBORHOOD	
0001/A	GOFFSTOWN, NH 03045	37	Med Density Res	River	

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	33,400
Special Land Value	0
Total Appraised Parcel Value	33,400
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	33,400

NOTES										
BUILDING COLLAPSED										
LAND FACTOR =										
150-50% EROSION -30% ACCESS - 20% VACANT										

BUILDING PERMIT RECORD									VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
805	12/20/2005	AL	Alterations	143	06/12/2008	100	04/01/2008	LAPSE reframe roof	06/07/2011			SB	12	In Office Change
1346	08/27/1956	PL	Recorded Plan	0	04/01/1957	100	08/27/1956	LOTS #5 & #6	05/09/2007			SB	06	Measured/UC or Remode
									06/14/1988			RS	00	Measured/Listed

LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Frontage	#P-Lot	Units	Unit Price	I Factor	SI	Acre Disc	C Factor	NBHD	NBHD Adj.	Land Notes	Special Pricing	Adj. Unit Price	Land Value	
1	9035	Town Land	R1				7,841	SF	8.20	1.0000	4	1.0000	0.40	RV2	1.30	RIV		4.26	33,400

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				
MIXED USE							
<i>Code</i>	<i>Description</i>			<i>Percentage</i>			
9035	Town Land			100			
COST/MARKET VALUATION							
Adj. Base Rate:			0.00				
			0				
Net Other Adj:			0.00				
Replace Cost			0				
AYB							
Dep Code							
Year Remodeled							
Dep %							
Functional Obslnc							
External Obslnc							
Condition							
% Complete							
Overall % Cond							
Apprais Val							

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
Ttl. Gross Liv/Lease Area:		0	0	0			



CURRENT OWNER		TOPO.	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT				TOWN OF GOFFSTOWN NEW HAMPSHIRE ASSESSING PROPERTY RECORD CARD www.goffstown.com
TOWN OF GOFFSTOWN						Description	Code	Appraised Value	Assessed Value	
16 MAIN ST						EXM LAND	9035	6,800	6,800	
GOFFSTOWN, NH 03045 Additional Owners:		SUPPLEMENTAL DATA								
		Other ID: 34-127-1	Cyclical ML 2008							
		# Buildings	C-I Type							
		Res Units	District REVITL							
		Com Units	Town Line							
		Ind Units								
		SHEET 27								
		GIS ID: 34-127-1								
						Total		6,800	6,800	

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)									
TOWN OF GOFFSTOWN		8548/2458	04/15/2013	U	I	0	35	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
DEVRIES, HENRY J		5563/1076	01/12/1993	U	I			2015	9035	6,800	2014	9035	6,800	2013	9035	6,800	
						Total:		6,800	Total:		6,800	Total:		6,800	Total:		6,800

PROPERTY TAX EXEMPTION				EXEMPTIONS & CREDITS				APPRAISED VALUE SUMMARY					
Year	Type	Description	% EXEMPT	Code	Description	Year of Review	Amount						
							<i>This signature acknowledges a visit by a Data Collector or Assessor</i>						
							Appraised Bldg. Value (Card) 0 Appraised XF (B) Value (Bldg) 0 Appraised OB (L) Value (Bldg) 0 Appraised Land Value (Bldg) 6,800 Special Land Value 0 Total Appraised Parcel Value 6,800 Valuation Method: C Adjustment: 0 Net Total Appraised Parcel Value 6,800						

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	PROPERTY LOCATION	TOWN MAP SHEET #	ZONING	NEIGHBORHOOD
0001/A	GOFFSTOWN, NH 03045	27	Village Comm	Village

NOTES															
ACCOUNT ADDED FOR 2008 TAX YEAR PREVIOUSLY ASSESSED W/34-127															

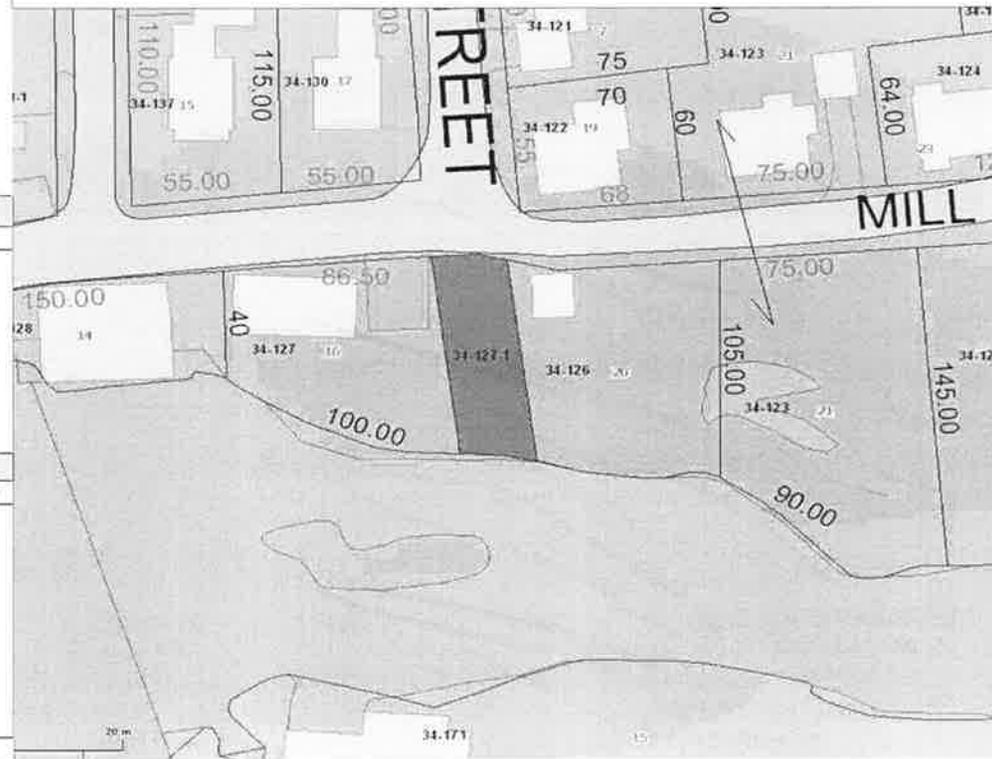
BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments		Date	Type	IS	ID	Cd.	Purpose/Result
									09/10/2008				SB	12	In Office Change

LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Frontage	#P-Lot	Units	Unit Price	I Factor	SI	Acre Disc	C Factor	NBHD	NBHD Adj.	Land Notes	Special Pricing	Adj. Unit Price	Land Value	
1	9035	Town Land	VCD				3,060	SF	20.16	1.0000	4	1.0000	0.10	RV1	1.10			2.22	6,800
							Total Card Land Units:	0.07	AC	Parcel Total Land Area: 0.07 AC								Total Land Value:	6,800

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				
MIXED USE							
<i>Code</i>	<i>Description</i>		<i>Percentage</i>				
9035	Town Land		100				
COST/MARKET VALUATION							
Adj. Base Rate:			0.00				
			0				
Net Other Adj:			0.00				
Replace Cost			0				
AYB							
Dep Code							
Year Remodeled							
Dep %							
Functional ObsInc							
External ObsInc							
Condition							
% Complete							
Overall % Cond							
Apprais Val							

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
Ttl. Gross Liv/Lease Area:		0	0	0			



527 Goffstown Tax
FEES 10.46
SURCHARGE 2
CASH

TAX COLLECTOR'S DEED

Know All Men By These Presents

That I, Gail L. Lavallee, Tax Collector for the Town of Goffstown, in the County of Hillsborough and State of New Hampshire, for the year 2009 by the authority in me vested by the laws of the State, and in consideration of Three Thousand Two Hundred Sixty-One Dollars and Fifteen cents (\$3,261.15) to me paid by the Town of Goffstown, 16 Main Street, Goffstown, NH 03045, to satisfy the 2009 Tax Lien do hereby sell and convey to the said Town of Goffstown, successors/heirs and assigns, a certain tract or parcel of land situated in the Town of Goffstown, New Hampshire aforesaid, taxed by the Assessors/Selectmen in 2009 to:

Kenneth P. Moody for property located at 2 Shore Drive and described as Map 19, Lot 21 in Goffstown, New Hampshire.

This deed is the result of the tax lien execution held at the Tax Collector's Office in the Town of Goffstown, New Hampshire, on the Twenty-Second day of April 2010, to have and to hold the said Premises, with the appurtenances, to the said Town of Goffstown successors/heirs and assigns forever. And I hereby covenant with the said Town of Goffstown that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the 11th day of April in the year of our Lord Two Thousand and Thirteen.

Signed, Sealed and Delivered in the presence of:

Karen McClure
A. Beaulieu
Catherine Ball

Gail L. Lavallee
Gail L. Lavallee
Tax Collector

State of New Hampshire

County of Hillsborough ss.

April 11 2013

Personally appearing Gail L. Lavallee, above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

ELLEN R. NOYES, Justice of the Peace
My Commission Expires December 31, 2013

Ellen R. Noyes
Justice of the Peace/Notary Public



Carmela O'Connell

527 *Goffstown Tax*

FEES:	10.46
SURCHARGE:	2
CASH:	—

TAX COLLECTOR'S DEED

Know All Men By These Presents

That I, Gail L. Lavallee, Tax Collector for the Town of Goffstown, in the County of Hillsborough and State of New Hampshire, for the year 2009 by the authority in me vested by the laws of the State, and in consideration of One Hundred Eighty Dollars and Sixty-Five cents (\$180.65) to me paid by the Town of Goffstown, 16 Main Street, Goffstown, NH 03045, to satisfy the 2009 Tax Lien do hereby sell and convey to the said Town of Goffstown, successors/heirs and assigns, a certain tract or parcel of land situated in the Town of Goffstown, New Hampshire aforesaid, taxed by the Assessors/Selectmen in 2009 to:

Henry J. Devries for property located at Mill Street and described as Map 34, Lot 127-1 in Goffstown, New Hampshire.

This deed is the result of the tax lien execution held at the Tax Collector's Office in the Town of Goffstown, New Hampshire, on the Twenty-Second day of April 2010, to have and to hold the said Premises, with the appurtenances, to the said Town of Goffstown successors/heirs and assigns forever. And I hereby covenant with the said Town of Goffstown that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the 11th day of April in the year of our Lord Two Thousand and Thirteen.

Signed, Sealed and Delivered in the presence of:

Karen A. Usher

S. Bean

Catherine Ball

Gail L. Lavallee

 Gail L. Lavallee
 Tax Collector

State of New Hampshire

County of Hillsborough ss.

April 11, 2013

Personally appearing Gail L. Lavallee, above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

ELLEN R. NOYES, Justice of the Peace
 My Commission Expires December 31, 2010

Ellen R. Noyes

 Justice of the Peace/Notary Public



527 Goffstown Tax

FEES	10.46
SURCHARGE	2
CASH	—

Camela O Coughlin

TAX COLLECTOR'S DEED

Know All Men By These Presents

That I, Gail L. Lavallee, Tax Collector for the Town of Goffstown, in the County of Hillsborough and State of New Hampshire, for the year 2009 by the authority in me vested by the laws of the State, and in consideration of One Thousand Four Hundred Ninety Four and Forty-Four cents (\$1,494.44) to me paid by the Town of Goffstown, 16 Main Street, Goffstown, NH 03045, to satisfy the 2009 Tax Lien do hereby sell and convey to the said Town of Goffstown, successors/heirs and assigns, a certain tract or parcel of land situated in the Town of Goffstown, New Hampshire aforesaid, taxed by the Assessors/Selectmen in 2009 to:

Wayne R. Appleton and Elaine Marie Benson-Mezoff for property located at 2 Water Road and described as Map 24, Lot 84 in Goffstown, New Hampshire.

This deed is the result of the tax lien execution held at the Tax Collector's Office in the Town of Goffstown, New Hampshire, on the Twenty-Second day of April 2010, to have and to hold the said Premises, with the appurtenances, to the said Town of Goffstown successors/heirs and assigns forever. And I hereby covenant with the said Town of Goffstown that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the 11th day of April in the year of our Lord Two Thousand and Thirteen.

Signed, Sealed and Delivered in the presence of:

Karen McClure
A. Beaton
Catherine Ball

Gail L. Lavallee
 Gail L. Lavallee
 Tax Collector

State of New Hampshire County of Hillsborough ss.



Personally appearing Gail L. Lavallee, above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

Ellen R. Noyes
 Justice of the Peace/Notary Public

Memorandum

To: Board of Selectmen

From: Adam L. Jacobs, Director of Public Works

Date: April 8th, 2016

Re: TOWN HALL FOUNDATION REPAIR – SELECTION PROCESS

Per your request, I have discussed the foundation settlement at Town Hall with the Town Engineer, and reviewed the reports provided. We believe the best path forward would be a design/build solution by a foundation contractor or a general contractor with foundation repair experience. Our proposed timeline would be:

- 1) Advertise an invitation for proposals the week of April 11th. Request bids for both helical piles and optional proposals for alternate solutions.
- 2) Hold mandatory pre-bid meeting/walkthrough on April 22nd
 - a) Recommend asking Team Engineering to attend to answer any questions about the report
- 3) Bid opening and evaluation of bids April 29th.
 - a) Recommend asking Team Engineering to attend to help make contractor selection based on several factors, including cost, method of repair, timeline, and impact to town hall operations.



**Blue
Ribbon**

PROPERTY IMPROVEMENTS

17 LEHOUX DRIVE • PO BOX 16717 • HOOKSETT, NH 03106 • TEL. 603-624-5400 • FAX 603-624-7700

#79

March 8, 2016

Rick:

Thanks for a great season of girl's basketball!

At the awards night I noticed you mentioned the program has little help.

On behalf of my granddaughter Camryn Sweeney of Team Syracuse please use these funds to help any program of your choice.

My son, Sean and I appreciate the role Goffstown Parks & Rec has played in our lives and family!

Lennie and Sean Sweeney

\$250⁰⁰ Donation

#8a

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: April 8, 2016
To: Susan Desruisseaux, Town Administrator
From: Derek M. Horne, Economic Development Coordinator
Re: EDC 04/06/16 Meeting – Cancelled due to lack of quorum

The Economic Development Council scheduled for Wednesday, April 6, 2016 was cancelled due to a lack of quorum.

EDSAT Presentation (04/19/16 @4:00pm)

The EDC and Board of Selectmen have scheduled a joint meeting on Tuesday, 04/19/16 at 4:00pm at Town Hall to hear the EDSAT presentation by Northeastern University.

2015-2016 SELECTMEN GOALS

(not prioritized)

1. HUMAN RESOURCES:

- a. ~~Fire and~~ DPW Collective Bargaining Agreements – Negotiate agreements to bring forward to the March 2016~~7~~ Town Meeting.
- b. Human Resources Ad Hoc Committee – HR Committee for non union employees to meet on a quarterly basis to generate dialogue between the BOS, Dept Heads and employees with regard to total compensation including health insurance, working environment, recognition, Town's fiscal position.
- c. Performance Evaluations of Department Heads – Continue annual performance evaluations ~~for of~~ Department Heads ~~including DH feedback to BOS prior to July 1st~~.
- d. Continue implementation of a town-wide wage matrix Review and discuss implementation of the Wage Classification Study

2. COMMUNICATIONS WITH THE PUBLIC:

- a. Identify topics deserving additional communication with the public:
 - Identify best method of communication for these topics
 - Consider all media – GTV, website, social media, newspaper, radio, television, direct mail, message boards
- b. Annual All Boards Meeting – Scheduled for 7:00 pm ~~5/11/15~~ ___ at the Institute of Politics.
- c. Community Surveys – identify resources to administer the surveys, frequency, and topics to be surveyed.
- d. Interactive web based forms – identify number of interactive forms on town website, and strive for a 25% increase this year. (This goal needs to wait until we can update the website with a new software version)
- e. Evaluate the effectiveness of the Business Occupancy Project.

3. PROJECT MANAGEMENT:

- a. There are a few large projects that require BOS oversight and involvement.
 - Road Plan Updates
 - Continue implementation of new Finance Software
 - Barnard Land Redevelopment – Long range plan with a phase-in plan was presented to Selectmen and Parks & Recreation Commission on 2/11/13. Phase I (2 rectangular fields, playground and parking) approved by P&R Commission. BOS approved the use of \$42K for new storage system in the pit so that Phase I could be accomplished.
 - Develop a Comprehensive Plan for all building/expansion projects (Fire, Police, Library, P&R, Admin, Grasmere Town Hall)
- b. Project updates provided by Dept. Heads or Sel. Reps. Reports will focus on schedule timelines, budgets, unanticipated problems and/or successes.

4. BUDGETS:

- a. Budget Oversight for ~~2015~~2016
 - Board will review ~~2015-2016~~ budget expenditures, unanticipated expenses and/or revenues etc. on a monthly basis. Special attention to overtime, staffing, potential cost savings, possible grant opportunities.
 - Dept Head should provide reports to BOS in May, July, September, October, November and December as to any budget deviations in excess of 10% or a prescribed amount set by the BOS.
- b. Budget Preparation for ~~2016~~2017
 - Establish acceptable tax rate increase.
 - Meet with Budget Committee Chair to discuss ~~2015-2016~~ budget process, establish ground rules for collaborative meetings if they are to be held, and seek input on Budget Committee goals.
 - Meet with the School Board regarding their CIP in May.
- c. Increase consolidation, streamlining, and efficiency of service delivery
- ~~d. Zero-based budgeting discussion~~

5. ECONOMIC DEVELOPMENT:

Develop a plan to retain, expand and attract commercial/industrial development to lessen burden on residential taxpayers while considering the town's natural and historical resources.

Steps to accomplish goal:

- a. Identify and meet with entities to explore challenges for economic development including infrastructure i.e. sewer, water, natural gas, etc.
- b. Determine if any entities have identified: specific areas for progressive development; infrastructure needs; funding sources for extending existing infrastructure; develop a timeline for extending infrastructure.
- c. Review EDSAT results and establish a committee (Chairmen of Planning Board, EDC, and Selectmen as well as staff liaisons to these committees) to develop an Economic Development Plan for the town.
- d. Seek results from US Commerce regarding CEDS application; determine grants available to implement any approved CEDS projects.
- e. Develop a marketing strategy to attain this goal.
- f. Establish quarterly meetings with Economic Development Council.

TOWN OF GOFFSTOWN

PRE-DEVELOPMENT RAIL TRAIL ORDINANCE

NUMBER _____

Be it enacted on this date, June 30, 2005 by the Board of Selectmen, Town of Goffstown that these regulations are established for the use of the area known as the Rail Trail in the Town of Goffstown.

- A. **PURPOSE:** To promote an area of non-motorized recreation and alternative transportation initiatives along the property formerly known as the Boston and Maine Railroad encompassing land that is approximately 50 to 100 feet wide between the City of Manchester boundary and the Goffstown Village as recorded at the Hillsborough County Registry of Deeds Book 7196 Pages 2823 to 2828 and from the State of New Hampshire to the Town of Goffstown Book 7259 Pages 0965 to 0966.
- B. **SEVERABILITY STATEMENT:** Here the provisions, or the application thereof to any person or circumstances is judged to be invalid by a Court of competent jurisdiction, such judgment shall not affect, or impair the validity of the remainder of this ordinance, or the application thereof to other persons or circumstances.
- C. **STATEMENT OF REGULATION:**
- 1) Hours of permitted use shall be dawn to dusk.
 - 2) Permitted activities include walking, biking, jogging, cross county skiing, snow shoeing and the leading of domestic animals on a leash of no more than six feet.
 - 3) Other activities as may be allowed by permit issued by the Board of Selectmen after application.
 - 4) Prohibited activities include, but are not limited to:
 - a) Motorized vehicles.
 - b) Littering, defacing, mutilating, destruction or removal of any sign, structure, barrier or object.
 - c) Intentional obstruction of the performance by any person of their legal or required duties.
 - d) Abusive or obscene language or gestures.
 - e) Roller blades, inline skates, skateboards or scooters.
 - f) Horses.
 - g) Domestic animal not under control by lead.
 - h) Throwing any object.
 - i) Parking upon or in any way blocking access to the trail, causing an inconvenience or risk.
 - j) Discharge of firearms.
 - k) Possession of an alcoholic beverage or controlled substance.

D. ENFORCEMENT:

The absence of a sign listing permitted and non-permitted use, rules and regulations as herein adopted by Ordinance does not permit noncompliance with the Ordinance or rules and regulations.

E. PENALTIES:

Any violation of this ordinance is punishable in accordance with penalties as allowed by New Hampshire Statute.

PUBLIC HEARING, BOARD OF SELECTMEN HELD: June 6, 2005 and June 20, 2005

ADOPTED BY BOARD OF SELECTMEN: 6/30/05

EFFECTIVE DATE: 6/30/05

<u>Cecilia M. King</u>	<u>Robert Wheeler</u>
<u>[Signature]</u>	<u>Philip D'Amico</u>
<u>[Signature]</u>	

Derek Horne

From: Dave Pierce
Sent: Friday, April 08, 2016 1:15 PM
To: Warren Denby
Cc: Dennis & Joanne Houle; Philip Rose; Alice Belanger; Andy Roy; Robert Merrill; 'Lowell Von Ruden'; Derek Horne; Adam Jacobs
Subject: 2017 RTP Applications Due 20 May

Warren Denby (President, FGRT),
cc: FGRT Board members
cc: Board of Selectmen (for 11 April agenda under new business)

On 8 April the NH Trails Bureau released an announcement concerning applications for the 2017 Recreational Trails Program grants.

1. The formal announcement is at: <http://www.nhstateparks.org/about-us/Trails/grants/recreational-trails-program.aspx>
2. A 6-pg description of the grant process is at: <http://www.nhstateparks.org/uploads/pdf/NH-RTP-Guidelines.pdf>

Highlights:

1. Maximum project value: \$100,000, which at this level means a maximum \$80,000 in federal dollars and at least \$20,000 of a local match.
2. An organization could submitted up to two applications, but the combined worth must be < \$100,000
3. Applications must be at the Trails Bureau on or before 20 May – just 6 weeks from now.
4. Applicants should attend 1 of 3 informational briefings: 27 Apr 11-1, 27 Apr 6-8, 4 May 6-8 (Pierce can attend the 4 May session)
5. The GRT would seek funding under the category of non-Motorized trails. Of all RTP funds: 30% is for non-M, 30% is for M trails, and 40% for trails shared by M and Non-M users)
6. Notification of award is in “summer” 2016; however expense type work can’t start until Nov 2016. In-kind match work may start upon award notification. Work must be completed 30 Sep 2017.
7. Grant funds are for reimbursement of all paid expenses – e.g., an applicant seeking to do a \$100,000 project must have the ability to pay up front and seek reimbursement after the fact. If an organization doesn’t have such funds available “to pay the bills”, then “working capital advances” may be requested as part of the grant application. It is not known if seeking “working capital advances” might be detrimental towards grant approval.

Next steps:

1. The Friends of the GRT will prepare a “ready-to-sign” grant application.
2. Any project design and task description would be reviewed by DPW (Town Engineer)
3. Two project sites have been designed/planned and ready for review:
 - 0.25 miles Shirley Park to Shirley Park; \$21,000
 - 0.66 miles Danis Park to Moose Club Park; \$71,000
4. One project site design might be ready if urgently handled:
 - 0.66 miles Danis Park to Prison; \$68,000. (The County staff has as already approved a concept.)
5. Seek 11 April guidance from the Selectmen.
6. Convene session of Goffstown Rail Trail Committee so they could provide a recommendation to the BOS.

Decision constraints:

1. If the contract is by FGRT, would the town be willing to donate gravel and loam for a contractor to pick up at DPW? This would significantly help to reduce a “real cash” match by FGRT.

2. If the contract is by FGRT, then the BOS would ultimately have to accept a \$nn,nnn "donation to the town" which would occur after the grant is awarded but before a contract is signed.
3. If the project is by Goffstown, would DPW be in a position, outside of the road construction season, to provide all labor and equipment (ie, the match) with grant dollars buying material?
4. Lacking #3, if the project is by Goffstown, might there be a shared commitment towards the match; ie, real dollars from FGRT plus in-kind value from the town in form of gravel, loam & etc??
5. Seek 25 April grant application approval by the BOS.
6. Having the application reviewed/approved by the BOS on 9 May introduces risk for changes too late to be incorporated into the application.

Dave Pierce
Vice President and Project Manager
Friends of the Goffstown Rail Trail

From: Rudko, Alexis [<mailto:Alexis.Rudko@dred.nh.gov>]
Sent: Friday, April 8, 2016 9:43 AM
To: 'davepierce'
Subject: 2017 RTP application is available

Hello,
I am still waiting for the press release but the 2017 RTP app and supplemental forms are available on the Bureau of Trails Website: (<http://www.nhstateparks.org/about-us/Trails/grants/recreational-trails-program.aspx>). These forms are all fillable in PDF, so please fill them out on your computer. Also know there are several extra questions that you will need to answer in order for the application to be complete.

Thank you and good luck!

Alexis Rudko

Program Specialist
Recreational Trails Programs
DRED-Parks & Rec-Trails Bureau
172 Pembroke Rd.
Concord, NH 03301
Tel: (603) 271-3254 X 122
[Recreational Trails Program Website](#)

OLD BUSINESS: 4/11/16 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	<p>Tasks remaining for Fire Escape area on west side of building:</p> <p><u>Empire Sheet Metal</u> - Structural repairs of side fire escape as outlined in SFC report; remove rear fire escape</p> <p><u>Target New England</u> - Repair & replace fastenings as needed; remove any and all rust on fire escape; paint fire escape; remove 3 windows on side of building next to fire escape; fill in area with glass provided by town; install new siding and trim; install fire rated dry wall on interior windows.</p> <p><u>SFC</u> - Construction monitoring & certify fire escape</p> <p>Grasmere Town Hall - Painting (Maintenance): 3/28/16 RFP authorized by BOS</p>	<p>Crash Bar transferred to side fire escape and rear fire escape door is secured.</p> <p>In-Fill of 3 windows completed with installation of fire rated window. Fire escape currently being painted.</p> <p>RFP for painting advertised and released to vendors (due 5/3/16).</p>
06/22/15	EDC	EDSAT final presentation	EDSAT PRESENTATION - TUESDAY APRIL 19th at 4:00 pm
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)	Wage & Classification Study in April 2016 - Thurs. April 21 or Tues. April 26?
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 3-14-16 Draft of Property Tax Insert approved. Cost \$100 for mailways to mail to property owners in 03102 zip code
08/31/15 09/21/15 10/5/15	Planning Board	<p>Collis to provide a follow-up to private landowners question regarding jurisdiction related to drainage on private property change dev regs or amend zoning?</p> <p>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</p> <p>Collis to ask Planning Board to look at a rewrite of Sign Ordinance - zoning amendment</p>	<p>Development Regs review by PB in 2016;</p> <p>B. Griffin's memo re: NHDOT Mitigation Funds rec'd & email sent to NHDOT & SNHPC re: fund availability</p>
12/07/15	Performance Evaluations	Dept. Head evaluations	scheduled 2/22/16; 2/29/16; 3/28/16; 4/11/16