

---

TOWN OF GOFFSTOWN

---

BOARD OF SELECTMEN MEETING

---



NOVEMBER 28, 2016



# Town of Goffstown

BOARD OF SELECTMEN

16 MAIN STREET

GOFFSTOWN, NH 03045

497-8990 x100 • FAX 497-8993

**Nov. 28, 2016**

## **SELECTMEN MEETING AGENDA**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

- 6:00 pm 1. **Acceptance/Correction of minutes:** 11/14/16 public & non-public minutes
- 6:05 pm 2. **Announcements**
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Public Works Director Adam Jacobs re:**  
a. Surplus Vehicle Bid Award Recommendation  
b. Budget Transfer for Road Work
- 6:30 pm 5. **Town Administrator's Report**  
a. Selectmen Committee Meeting Schedule  
b. Consensus Folder  
c. Appointment to Cable Access Committee  
d. RFP for Town Hall Sewer Service Line Replacement  
e. Conservation Commission Request to Increase 2017 Budget  
f. Revised Slips, Trips & Falls Prevention Policy  
g. Tax Deeding Memo from Tax Collector  
h. Cell Tower Lease Renewal – Boston and Maine Corp.
- 6:45 pm 6. **Selectmen Discussion**  
a. Committee Meeting Reports: Planning Board (11/10/16 & 11/17/16) and Conservation Commission (11/16/16)  
b. New Business: Nothing Submitted  
c. Old Business: Action Matrix
- 7:00 pm 7. **Non-Public Session RSA 91-A:3 II (a) compensation; (e) legal claims**

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

## November 28, 2016

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

- 6:00 pm 1. **Acceptance/Correction of minutes:** 11/14/16 public & non-public minutes **#1**
- 6:05 pm 2. **Announcements** **#2**
- a. Email from Dave Gilland commending Goffstown Police Dept.
- b. Letter of thanks from Goffstown Main Street Program.
- 6:10 pm 3. **Public Comment**
- 6:20 pm 4. **Public Works Director Adam Jacobs re:** **#4**
- a. Surplus Vehicle Bid Award Recommendation  
**Motion needed.**
- b. Budget Transfer for Road Work  
**Motion needed.**
- 6:30 pm 5. **Town Administrator's Report**
- a. Selectmen Committee Meeting Schedule
- |       |        |         |                  |               |               |
|-------|--------|---------|------------------|---------------|---------------|
| 11/29 | Tues.  | 7:00 pm | Budget Committee | Room 106      | Chairman      |
| 11/30 | Weds.  | 6:30 pm | HDC              | Grasmere      | Vice Chairman |
| 12/1  | Thurs. | 7:00 pm | Budget Committee | Room 106      | Chairman      |
| 12/6  | Tues.  | 7:00 pm | Budget Committee | GHS Step Room | Chairman      |
| 12/7  | Weds.  | 6:30 pm | EDC              | Room 106      | Vice Chairman |
| 12/8  | Thurs. | 7:00 pm | Planning Board   | Room 106      | Sel. Pierce   |
| 12/8  | Thurs. | 7:00 pm | Budget Committee | GHS Step Room | Chairman      |
- b. Consensus Folder
- Acceptance of Sidewalk Easement on Map 17, Lot 18 (670 Mast Road)
  - Employee Status Report: Police Officer – New Hire; PT FFII/EMT – New Hire.
  - Rights to Inter: Gorman and heirs, Shirley Hill Cemetery, Section 1, Lot 9A  
Paradis and heirs, Shirley Hill Cemetery, Section 3, Lot 92  
Byrd and heirs, Shirley Hill Cemetery, Section 1, Lot 10
- Motion needed.**
- c. Appointment to Cable Access Committee:  
The Goffstown Cable Access Committee recommends the appointment of Alan Potvin as a member. Appointment papers were not ready 11/23/16. The Committee has a vacancy with term expiring March 31, 2017 (2014-2017).  
**Motion needed.**
- d. RFP for Town Hall Sewer Service Line Replacement **#5d**  
In your packet is the RFP for the Sewer Service Line replacement at Town Hall, which was requested at the 11/14/16 BOS meeting.  
**Motion needed to authorize release of RFP.**
- e. Conservation Commission Request to Increase 2017 Budget **#5e**  
In your packet are two memos from the Conservation Commission concerning the 2017 Budget request. These items will be brought before the Budget Committee at their meeting on Thursday, 12/1/16.
- Mountain Survey and Legal Fees: The Commission is requesting additional \$20,000 for survey and legal fees related to South Uncanoonuc Mountain and the properties adjacent to the implied easement referred to as Crescent Lane.
  - Milfoil: The Namaske Lake Association and Goffstown Water Ways Association have provided the Commission with information about 2017 Milfoil costs. Increase results in budget request of \$30,500 (increase of \$10,500 from BOS approved).

# **Town Administrator's Report**

## **November 28, 2016**

- f. Revised Slips, Trips & Falls Prevention Policy **#5f**  
In your packet is a revised Slips, Trips & Falls Prevention Policy. Your packet has the redline version; clean version is in signature folder. Changes include:
- Removed language under Procedure, III paragraph d; requiring YakTrax for work in inclement weather.
  - Added language under IV. Evaluation and Reporting; requires slip, trip or fall is reported to Police Dept. Dispatch.
- Motion needed.***
- g. Tax Deeding Memo from Tax Collector **#5g**  
In your packet is a memo from the Tax Collector regarding Map 9, Lot 60-2. At the 10/24/16 BOS meeting the Board granted a 30-day extension via deed waiver in an attempt to resolve the matter. There was no response as of 11/23/2016. You will find in the signature folder a Deed Waiver and a Tax Collector's Deed. (Any discussion of individual's financial circumstances should be discussed in non-public session.)  
***Motion needed.***
- h. Cell Tower Lease Renewal – Boston and Maine Corp. **#5h**  
In your packet is a memo from the Police Chief regarding the renewal of the cell tower lease with B&M Railroad. The term proposed is a three year term with a 2.5% increase each year.  
***Motion needed.***

- 6:45 pm 6. **Selectmen Discussion**
- a. Committee Meeting Reports: Planning Board (11/10/16 & 11/17/16); Conservation Commission (11/16/16) **#6a**
  - b. New Business: Nothing Submitted
  - c. Old Business: Action Matrix **#6c**
- 7:00 pm 7. **Non-Public Session RSA 91-A:3 II (b) compensation; (e) legal claims** **#7**
- ADJOURN by 10:00 pm

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

#1

In attendance were Chairman Peter Georgantas, Vice Chairman Mark Lemay, Selectman Collis Adams, Selectman Alan Brown, Selectman David Pierce, and Town Administrator Sue Desruisseaux. Also in attendance was Gail Labrecque—Recording Secretary.

**6:00 pm CALL TO ORDER BY CHAIRMAN GEORGANTAS**

He led the Board in the Pledge of Allegiance.

**ACCEPTANCE/CORRECTION OF MINUTES**

*Vice Chairman Lemay made a motion to approve the public and non-public minutes to the Board of Selectmen meeting of October 24, 2016. Selectman Pierce seconded the motion. VOTE: 4-0-1. Selectman Brown abstained. Motion carries.*

*Selectman Brown made a motion to approve the public minutes to the Board of Selectmen meeting of October 31, 2016. Selectman Pierce seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

**ANNOUNCEMENTS**

Chairman Georgantas said he wanted to thank all the departments and administrators for how well everything was run on Election Day. He thanked Cathy Ball, Administration, CERT, and all those who helped.

**TOWN ADMINISTRATOR'S REPORT**

**Selectmen's Meeting Schedule**

Town Administrator Desruisseaux said the Sewer Commission canceled their meeting tomorrow, on Tuesday, November 15<sup>th</sup> at 6 p m. The Budget Committee meets on Tuesday, November 15<sup>th</sup> at 7 pm. Chairman Georgantas is scheduled to attend. The Library Trustees meeting is on November 16<sup>th</sup> at 6:30 pm. Selectman don't usually attend. Parks and Recreation meets on Wednesday, the 16<sup>th</sup> at 7 pm, and Selectman Brown has said he will attend in place of Selectman Adams. Town Administrator Desruisseaux said also on Wednesday, November 16<sup>th</sup> at 7 pm the Conservation Commission meets. Selectman Adams is scheduled to attend, and that is a conflict. The Planning Board meets on Thursday, November 17<sup>th</sup> at 7 pm. Selectman Pierce is scheduled to attend. The Budget Committee meets on Thursday, November 17<sup>th</sup> at 7 pm. Chairman Georgantas is scheduled to attend. The following week is Thanksgiving week and there are no meetings that week. We are back to meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the month.

**Consensus Folder**

Town Administrator Desruisseaux said, for event permits, we have Friday Night under the Lights, Dec. 2nd, 5:00 - 8:00 pm, Tree Lighting on Common @ 6:30 pm; Doug Roulliard - Feature Film, Month of December will be filming a production throughout town. Right to Inter: Corrective Right to Inter with the correct spelling of Racquel Slack. We have two Proclamations. Two Eagle Scout Candidates whose ceremony is on November 20, 2016 and Selectman Pierce will attend the ceremony. There is a form for your signature regarding the insurance rates for next year.

*Selectman Brown made a motion to approve the Consensus Folder. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

**Assessor's Recommendations**

Town Administrator Desruisseaux said we have a Supplemental Intent of Timber Cut for Map 5, Lots 13, 13-2, 13-4 and 33, and for Map 8, Lot 1.

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

**DPW Holiday Schedule**

Town Administrator Desruisseaux said the DPW Holiday Schedule is at tab 5d in the Board's packets. Chairman Georgantas reviewed the holidays noted:

New Year's Day - Sunday, January 1, 2017: Transfer Station closed Tuesday, January 3, 2017. Trash and Recycling on schedule. President's Day - Monday, February 20, 2017, Transfer Station closed on Saturday, February 18, 2017. Trash and Recycling on schedule. Memorial Day - Monday, May 29, 2017: Transfer Station closed on Saturday, May 27, 2017. Trash and Recycling on schedule. Independence Day - Tuesday, July 4, 2017: Transfer Station closed on Tuesday, July 4, 2017. Trash and Recycling one day late all week. Labor Day - Monday, September 4, 2017: Transfer Station closed on Saturday, September 2, 2017. Trash and Recycling on schedule. Columbus Day - Monday, October 9, 2017: Transfer Station closed on Saturday, October 7, 2017. Trash and Recycling on schedule. Veteran's Day - Saturday, November 11, 2017: Transfer Station closed on Saturday, November 11, 2017. Trash and Recycling on schedule. Thanksgiving Day - Thursday, November 23, 2017: Transfer Station closed on Thursday, November 23, 2017. Thursday Trash and Recycling pickup moved to Friday and Friday pickup moved to Saturday. Christmas Day - Monday, December 25, 2017: Transfer Station closed Saturday, December 23, 2017. Trash and Recycling on schedule.

*Selectman Adams made a motion to approve the DPW Holiday Schedule for 2017. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

**2017 Personnel Plan Amendments**

Town Administrator Desruisseaux said at tab 5e are the amendments to the 2017 Personnel Plan. They include changes to Article VI Section 6 Longevity, Article IX Section 5 Sick Bank and Section 12 Insurance and Benefit Plans. A vote by the Board of Selectmen is required and posting of the changes for 30 days is required under the plan. Article 9 is due to the Sick Bank being a predecessor to FMLA. There seemed to be a conflict. We made it clear the Sick Bank is only while one is employed by the Town. The employee contribution is increased by 3.5% next year. Also, if more than one family member is employed by the Town, we provide one policy to cover all rather than multiple policies.

*Vice Chairman Lemay made a motion to approve the 2017 Personnel Plan Amendments. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

**Safety Policy – Slips, Trips, and Falls Prevention Policy**

Town Administrator Desruisseaux said at tab 5f is the Staff and the Joint Loss Safety Committee recommendation of the adoption of the revised Town of Goffstown Safety Policy and a Slips, Trips, and Falls Prevention Policy. The Safety Policy is in the three ring binder in the Selectmen's room. This is a step we are taking to bring down our insurance costs next year. Vice Chairman Lemay said a nearby town they went to the same program. They had to watch a 30 minute video on slips, trips, and falls. He asked if there had been mention of a requirement to watch that. Town Administrator Desruisseaux said they only have to write the policy.

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

Chairman Georgantas asked how often there are meetings or trainings on it. Town Administrator Desruisseaux said DPW, Police and Fire probably have them more frequently. Chief O'Brien said they typically meet quarterly. They haven't had any claims recently. We report and discuss near-misses. Town Administrator Desruisseaux said DPW has seasonal safety tips.

***Selectman Pierce made a motion to approve the Safety Policy and the Slips, Trips, and Falls Prevention Policy. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

**PUBLIC COMMENT @ 6:20 PM**—there was no public comment.

**TOWN ADMINISTRATOR'S REPORT (continued)**

**Credit Card Processing Recommendation**

Town Administrator Desruisseaux said Finance Director Don Borrer has researched credit card processing and recommends that the Town use Interware/Heartland for credit card processing. We are starting just with Parks & Recreation. This requires entering into an IDC Web Services Agreement which is enclosed in your signature folder. We have selected Option 1 which has no financial impact on the town.

***Selectman Adams made a motion to authorize credit card processing, limited to Parks & Recreation Department, through Interware/Heartland and to authorize the Chairman to sign the IDC Web Services Agreement. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

Selectman Adams said he hopes the Town would move expeditiously toward having this in all areas of the Town to the greatest extent possible. Town Administrator Desruisseaux said it is more difficult for the Town. You would have to go to single payor. Currently for registration two checks are made out and the State requires payment that day. We are responsible for any bad debts to the State. She'd like the Tax Collector's office to use it next. That would be simpler. Selectman Pierce suggested using it for building permits, Planning, etc. Town Administrator Desruisseaux said, to use this, you need a program or software for land use, and there is no land use software to address it.

**Authorization for HDC to apply for CLG Grant**

Town Administrator Desruisseaux said the Historic District Commission requests authorization to apply for a 2017 CLG Priority 1 Grant to hire a preservation consultant to assist HDC in the development of design guidelines. The Grant is 60% of the estimated \$10,000 cost, and the 40% match would be in-kind. This is just for the historic districts. They currently have older guidelines and would like to update them. Staff and volunteers contribute the in-kind work.

***Vice Chairman Lemay made a motion to authorize HDC to apply for the CLG Priority 1 Grant to hire a preservation consultant to assist in the development of design guidelines. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

**Authorization to use CIP appropriation for a sewer service line repair**

Town Administrator Desruisseaux said that, during the investigation of the sinking issue at Town Hall it was discovered that the sewer service line at Town Hall needs repair. Since this is a more urgent need than flooring, she requests the Selectmen's authorization to use the appropriation in account line #90301300-53475 for this repair and to return the flooring request to a future CIP

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

year. If this is approved, then we will have bid specifications for you to approve at your next meeting on November 28, 2016. The sewer line has breaks in it and the joints are offset. We will have to tear up the hallway and put in a new service line and connections.

Chairman Georgantas asked what Town Hall would do during the work period. Town Administrator Desruisseaux said that is to be determined. Selectman Brown said they should be able to replace the new line and shouldn't affect them that bad if they do it right. Chairman Georgantas said if there is asbestos we will have to close the building. Selectman Adams asked about the rugs being a slip, trip and fall issue. We would still have the potential for slips, trips and falls. And, it's the face of the Town. Town Administrator Desruisseaux said they have removed carpeting and put mats down. There is no other place to get the funds at that cost. The cost is about \$30,000. Selectman Brown said he thinks it's more important to get that repaired. Town Administrator Desruisseaux said she can see if there are any other lines that might absorb it. We put new rugs upstairs. The danger for slips and falls was for employees because it is behind the counters. The Tax Collector's room may be tricky because there may be asbestos in the sealant. She wants to use the money in that line to get a bid, and then encumber the funds.

***Selectman Adams made a motion to authorize the use of CIP appropriation for a sewer service line repair. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

**Email from Mike Dahlberg**

Town Administrator Desruisseaux said Mike Dahlberg did the survey for the Town Hall property boundaries. He has been asked to share them with Bob Todd, who is doing a survey for an abutting property. It's a professional courtesy that surveyors share information like this.

***Selectman Pierce made a motion to approve the request to share the survey with Bob Todd. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

**FIRE CHIEF RICHARD O'BRIEN: Proposal to adjust EMS budget and Ambulance Rates**

Fire Chief O'Brien said he reviewed his memo of November 10, 2016, which shows the proposed funding for augmenting Fire/EMS part-time staffing to help in dealing with their calls. Funding would be mostly from our EMS budget because most of our calls are EMS related. There are a number of lines that need to be changed. Town Administrator Desruisseaux said it is in the memo dated November 10, 2016.

Chief O'Brien said the memo includes a number of FIRE/EMS budget lines. It shows the proposed Selectmen's amount that is moving forward to the Budget Committee for 2017. The middle column shows the amount we need to add to that budget line. The column on the far right is the total for that budget line for next year, if approved. The total EMS budget of \$450,408 increased to \$539,480. This would fund the necessary elements for 6 months of part-time staffing. Chairman Georgantas confirmed that it would come out of EMS funds. Chief O'Brien said it would. Chairman Georgantas asked if there would be reimbursement when it's not covered with a firefighter. Chief O'Brien said they aren't doing that at this time. Town Administrator Desruisseaux said still \$9,800 goes to the General Fund. Chief O'Brien said it pays for training of full time staff and any equipment needed for EMS functions.

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

Chairman Georgantas asked if there is still enough money to purchase an ambulance in the future. Chief O'Brien said that goes to the proposed rates for EMS services. The memo dated November 7<sup>th</sup> reflected the current and proposed new rates for EMS transports. The new revenue would be in the ballpark of approximately \$540,000, which covers what we need to fund the staff. We are cutting it close. The figure is based on 1000 transports and this year alone we have had over 1100 already. That number will actually be greater, and will help with the costs. Currently we have over \$500,000 in the EMS Special Revenue Fund now. \$230,000 of that will be used to pay for the new ambulance when it arrives in December. We will have approximately \$275,000 left over to remount the ambulance in 2018. It's in good shape but we will have to keep our eye on it to maintain our services. A fall back plan would be to talk to the Selectman and Budget Committee for direction. We could help fund it with Fire Department funds or raise rates again. We don't know what the Medicare rates will be in January. They typically go up 2-3% each year, but last year they went down 1%. The National Forum he attended said the decrease in reimbursement has put the burden on the communities to provide EMS services rather than Medicare. We are looking at it taking affect around July 1<sup>st</sup> or the week of July 4<sup>th</sup>.

Town Administrator Desruisseaux said the rates would be effective in January. Chief O'Brien said it takes about 6 months to see the effects of the new rate in the revenue. Town Administrator Desruisseaux said if there was a default budget you wouldn't be able to implement this program. You could reconsider and bring it back to a public hearing process in April. Would you prefer waiting until Town meeting for the rate increase? Chairman Georgantas said he wants to make sure all bases are covered. Town Administrator Desruisseaux said there is a possibility you raise your rates and don't implement the staffing if you are in a default budget.

Chief O'Brien said the rates would be within the average range for Southern NH. It's not unbearable. Thirty percent (30%) of our clients will be paying this rate. It doesn't affect those with Medicare or Medicaid. Chairman Georgantas said he doesn't want it to become a cash cow where we buy fire department equipment. Town Administrator Desruisseaux said it can't be used for a fire engine. It's only for EMS purposes—ambulance equipment, staff, and EMS related costs. Selectman Adams said we can't predict what would happen at town meeting or the number of calls. We can only go forward with it and adjust it if needed. Town Administrator Desruisseaux said the rate requires a public hearing and you can't vote on it for a week.

***Selectman Adams made a motion to move forward with the public hearings on this proposal to adjust the EMS budget and ambulance rates. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

***Selectman Adams made a motion to amend the EMS budget put forward to the Budget Committee from \$450,408 to \$539,480 as presented. Vice Chairman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.***

Chief O'Brien said he would have updated information for his presentation to the Budget Committee.

**SELECTMEN'S DISCUSSION**  
**Committee Meeting Reports:**

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

**Sewer Commission (10/25/16)**

There was no report on the Sewer Commission meeting.

**Conservation Commission (10/26/16)**

Selectman Pierce said they examined the application of a property owner on Mountain Road who wants to remove a trailer and build a mobile home. They scheduled a site walk, which has occurred already. They also heard a courtesy presentation from Eversource Energy for the replacement of almost 2 miles of electric lines that come into the northeast corner of town. They would remove 68 poles and replace them with 42 new poles.

**Planning Board (10/27/16 & 11/10/16)**

Selectman Pierce said on October 27<sup>th</sup> they reviewed the proposed development of a storage facility on Tower Lane off Goffstown Back Road. That was divided into two phases. Phase 1 was approved, and the second phase is continued to November 17<sup>th</sup>. They heard a conceptual review of a four-lot subdivision in the Lesnyk Road area. It was discussed and comments provided to the applicant. Chairman Georgantas asked about the gas station and Dunkin Donuts that was approved in the past. Selectman Pierce said it is still going forward. Town Administrator Desruisseaux said they got an extension a while ago. On November 10<sup>th</sup> the Planning Board had a time extension request for Woodland Trust. It was continued to December 8<sup>th</sup>. (Note: The continuation was to a date uncertain, with the hearing to be held no later than January 31, 2017.) They also heard a proposed two lot subdivision on 520 Mast Road that will create one new lot. The back yard is basically being subdivided off to be a duplex. That was continued to December 8, 2016.

**Budget Committee (11/3/16 & 11/10/16)**

Chairman Georgantas said they've been hearing the various presentations. They have been well received. We'll start going to work on them in about three weeks.

**HDC (11/12/16)**

Vice Chairman Lemay said because it is in the Historic District, the Hillside Methodist Church came in because they want to do some renovations. It was a unanimous vote that they don't need special approvals or permits to put their addition on. There will be construction there soon. We had a visit from the NH Division of Historical Resources who talked about 2017 grant programs—what is available and what we can do with it. The lights have been put on the Grasmere Town Hall upstairs. The posts are being worked on upstairs on the 3<sup>rd</sup> floor. Phil D'Avanza was authorized to spend \$1,000 to purchase the last remaining items to finish the stage area upstairs. Town Administrator Desruisseaux said they have been working toward the septic issue. They had to do a few things prior to them starting—plumbing and outdoor electrical. Selectman Brown said the gas has to be moved around back.

**EDC (11/2/16)**

Vice Chairman Lemay said they discussed a program of the 6 biggest mistakes an EDC might make. They are going to get the website more user friendly and put more pertinent information on it. Looking down the line we talked about making things bigger in town. We have to see what our sewer capacity is. Assistant Town Administrator Derek Horne said he will find out at the end of the week. He will talk to Ellen too. Vice Chairman Lemay said the EDC wants to test

GOFFSTOWN BOARD OF SELECTMEN  
MEETING OF NOVEMBER 14, 2016

the available sites to determine if the effort will be worth it to put it out. Hubert's is going out of business. The mall continues to plague us.

**NEW BUSINESS**--Nothing Submitted

**OLD BUSINESS**

**Action Matrix**

Vice Chairman said the Fire Department was put to the test this past weekend. The Department was called to four major structural fires in and around the community. Every time mutual aid was called for, we fulfilled the need in New Boston, Weare and Dunbarton. It was a job well done. We had a chimney fire a couple of weeks ago. If you've not fired up your chimney yet, it's best to have it cleaned first.

Chairman Georgantas asked about the policy regarding building permits on a class VI road. Town Administrator Desruisseaux said she is working with the Town Planner on it. Also, we want to add the sewer service line as an action item. We are working on it.

*6:45 pm Selectman Pierce made a motion to enter into non-public session per RSA 91-A:3 II (b) hiring and (l) meeting with town attorney. Vice Chairman Lemay seconded the motion. Roll Call Vote: Chairman Georgantas-aye; Vice Chairman Lemay-aye; Selectman Adams-aye; Selectman Brown-aye; Selectman Pierce-aye. VOTE: 5-0-0. All in favor. Motion carries.*

*8:55 pm Selectman Adams made a motion to exit non-public session. Selectman Brown seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

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

*Selectman Pierce made a motion to authorize the Fire Department Chief to make a conditional offer of employment to a CFF/Part-time Fire Fighter/EMT. VOTE: 5-0-0. All in favor. Motion carries.*

*8:59 pm Selectman Brown made a motion to adjourn. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

Respectfully submitted,

Gail Labrecque  
Recording Secretary

*Subject to approval by the Board of Selectmen.*

**Sue Desruisseaux**

---

**From:** Goffstown Police [police@goffstownpolice.com]  
**Sent:** Tuesday, November 15, 2016 1:30 PM  
**To:** Sue Desruisseaux  
**Subject:** Fwd: PD Website Contact Us Page-Message

A nice one from a resident I thought I would share.

Rob

----- Forwarded message -----

**From:** **Dave Gilland**  
**Date:** Sat, Nov 12, 2016 at 7:22 AM  
**Subject:** PD Website Contact Us Page-Message  
**To:** [police@goffstownpolice.com](mailto:police@goffstownpolice.com)

Name : Dave Gilland

Comment : Dear Chief Browne:

I don't believe that the police are congratulated enough for doing an extremely difficult job, so I wanted to take the time to pass on my thoughts of the Goffstown PD.

My wife and I have lived at Morgan Estates in Goffstown for a little over 3 years and due to a recent employment change for my wife, we are now moving to Connecticut (not my first choice in places to live, but happy wife means happy life so off I go). In that time I have had multiple opportunities to interact with your officers. No, not in a bad way. Once late one night when my wife called in a gas odor in Morgan Estates, once on a medical aid call when I was assisting a neighbor, and multiple times when I was out walking my dog on the roads of Goffstown.

In every instance your officers were polite, professional, and very personable. I was even able to joke with them on occasion, something that isn't always possible with some police officers. Whenever I would see one of your officers, either while walking or driving on the road, I would wave and each and every time, if the officer would see me, they would wave back and smile. That is something that doesn't happen often in the surrounding cities. I've had officers in a near by city look right at me when I wave and completely ignore me.

Having come from a family of police officers, (I don't have the temperament for the job, so I went fire/EMS), I realize what a difficult job it is and how difficult it must be to always maintain your calm and professionalism in the face of all the different situations your men and women encounter.

Anyway, in closing I just wanted you to know that we think you and your officers do a great job and we wanted you to know and we wanted to thank you. Take care, be safe, and have a great day.



PROGRAM, INC  
7 Main Street, Goffstown, NH 03045  
603.497.9933 info@goffstownmainstreet.org  
www.goffstownmainstreet.org



November 14, 2016

The Board of Selectmen  
Town Hall  
16 Main Street  
Goffstown, NH 03045

Dear Selectmen,

On behalf of the entire Main Street Program, we wish to thank you and the town department heads for the outstanding support we received during the Giant Pumpkin Weigh-off and Regatta.

We are especially grateful to the Police and Fire departments for keeping us all safe. In particular, we salute the firefighters in the rescue boat. Special thanks to DPW and Parks and Recreation for providing a beautiful venue at the Town Common for us. We appreciate the support of the Town Hall staff during the installation of our Art Show-off. We hope you all enjoy the exhibit of local students' work. We also thank the Goffstown Public Library for allowing us to use the front lawn for booth space.

Our guests were delighted with the entire event, from start to finish. We had outstanding support from a large crew of volunteers, and we also had over 20 non-profits benefit from the exposure the event gave them. In all, this was a highly successful weekend.

Again, thank you for all your support and allowing us to use town property to host this event.

Sincerely,

Goffstown Main Street Program Board

# Memorandum

**To:** Board of Selectmen

**From:** Adam L. Jacobs, Director of Public Works *ALJ*

**Date:** November 22<sup>nd</sup>, 2016

**Re:** SURPLUS VEHICLE BID AWARD RECOMMENDATION

---

Bids were opened on Wednesday, October 5<sup>th</sup> for several surplus town vehicles. The bids were awarded to the highest bidder. The bidder for the following vehicles has not completed the transaction as of today, and in less than 30 days as required by the bid award. I am therefore recommending awarding both vehicles to the next highest bidder:

- 1) 2006 Ford Crown Victoria (VIN ending 44853) – **GAS Motors \$432.12**
- 2) 2007 Ford Crown Victoria (VIN ending 44745) – **GAS Motors \$432.12**

# Memorandum

**To:** Board of Selectmen

**From:** Adam L. Jacobs, Director of Public Works 

**Date:** November 22<sup>nd</sup>, 2016

**Re:** BUDGET TRANSFERS FOR ROAD WORK

---

The relatively light winter of 2015-16, falling fuel prices, under-expended budget lines and increased recycling commodity prices have led to several surpluses in the Department of Public Works 2016 budget. In anticipation of an end-of-year bottom line surplus, the department extended the scope the projects on Worthley Hill, Paige Hill, College Road, and Glenridge Avenue. In anticipation of outstanding invoices in December and January, I would like to transfer funds to the reclamation line now for 2016 accounting purposes.

I also anticipate additional surpluses that will be included in our end of the year encumbrance request to help fund 2017 road work on Main Street.

I am proposing the following be transferred to 48103111 46950 (Reclamation):

| Line item      | Description       | Amount           |
|----------------|-------------------|------------------|
| 31110000 60110 | Crack Sealing     | \$20,000         |
| 31110000 53230 | Diesel            | \$25,000         |
| 32300000 53230 | Diesel            | \$16,000         |
| 31110000 60010 | Salt              | \$45,000         |
| 32300000 45930 | Recycling Removal | \$18,000         |
| 31110000 44800 | Travel            | \$1,700          |
| 31110000 45020 | Legal             | \$3,000          |
|                | <b>Total</b>      | <b>\$128,700</b> |

#5d

*Town of Goffstown, NH*

**REQUEST FOR PROPOSAL**

**ADMIN-2016-03**

**GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT**

---

The Town of Goffstown is requesting proposals from qualified contractors to replace a portion of the sewer service line for Goffstown Town Hall at 16 Main Street. The existing clay service line runs the length of the building under the concrete foundation and it is the Town's intention to replace a portion of the line. It is anticipated this work will commence on or after April 1, 2017.

Proposals shall encompass site preparation, floor removal and asbestos abatement, demolition of concrete slab, installation of replacement sewer service line and connection of existing tie-ins, backfill and repair of concrete slab, and installation of commercial grade vinyl plank flooring. Proposals shall also include all necessary permitting and certification.

All proposals must be submitted in a sealed envelope, clearly marked "**ADMIN-2016-03 Goffstown Town Hall Sewer Line Replacement**" to the Selectmen's Office at 16 Main Street by Friday, December 16, 2016 at 1:00 pm which time they will be publicly opened and read. A bid award recommendation is anticipated to be made to the Board of Selectmen on Thursday December 22, 2016. A Notice of Award will be mailed to the successful bidder. The Town of Goffstown reserves the right to reject any and all proposals or to waive any informality in the proposals, or to omit and/or alter any proposal item if it appears to be in the Town's best interest. The Town of Goffstown assumes no responsibility or liability for costs incurred by vendors in responding to this RFP or in responding to any further request for interviews, additional data, etc. The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for ninety (90) days.

It is the Town's intention to sign a contract with the selected contractor and commence work after April 1, 2017 following a mutually agreed upon schedule.

The detailed RFP is available on the Town's website at [www.goffstown.com](http://www.goffstown.com) (under RFP/BIDS Information) or may be obtained at the Selectmen's Office at Town Hall, 16 Main Street during normal business hours 8:00 AM-4:00 PM, Monday through Friday. For any questions or a site visit, please call Derek Horne, Assistant Town Administrator, at Town Hall at (603) 497-8990 ext 119.

# *Town of Goffstown, NH*

## REQUEST FOR PROPOSAL

ADMIN-2016-03

### GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT

---

#### I. INTRODUCTION

The Town of Goffstown is requesting proposals from qualified contractors with experience in flooring, demolition and asbestos abatement, concrete repair, and plumbing.

The existing clay service line runs the length of the building under the concrete foundation. It is the Town's intention to replace a portion of the line. The project will involve:

- Removal of flooring tiles, coving and abatement of mastic (on tiles only) containing asbestos from the basement hallway of Town Hall (approx. 900 sq ft). [Asbestos analytical result of asbestos testing included as Attachment C]
- Demolition and removal of existing 5" concrete slab to create a trench the length of the basement hallway (approx. 90 feet long). Additional demolition of concrete slab to tie-in existing cleanouts in basement bathrooms (approximately 24 feet).
- Installation of a new sewer service line in accordance with applicable building and plumbing codes. The new sewer service line will connect existing bathrooms on the basement level, tie-ins from the upper floor, and tie-ins on basement level. The new sewer service line will tie into existing clay pipe that feeds into the sewer service main.  
[Lower Level Floor Plan with locations of cleanouts, cast iron service lines, clay service lines, and existing tie-ins as Attachment D]
- Fill replaced clay service line with flowable fill or other alternative (please provide details in proposal).
- Backfill of trench and repair of concrete trench.
- Installation of underlayment and commercial grade vinyl plank flooring in basement hallway. Installation of new coving.

It is the Town's intention to award the bid and sign a contract with the selected contractor shortly after bid opening. The Goffstown Fire Department currently occupies the basement level of Town Hall and plans to occupy this space until April 1, 2017. Once the Fire Department vacates the basement level of Town Hall, the work will be done following a mutually agreed upon schedule. **The Town anticipates this project will start after April 1, 2017.** Goffstown Town Hall is used daily from 8:00am to 4:00pm and the meeting room in the basement is used a few nights each week. It is the Town's intention to complete this project with minimal impact to normal business operations and evening meetings. Scheduling of work will most likely involve off hours and weekends.

# *Town of Goffstown, NH*

## REQUEST FOR PROPOSAL

ADMIN-2016-03

### GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT

---

#### II. ITEMS TO BE PROVIDED BY THE TOWN

Items to be provided by the Town are as follows:

- A. Site information and condition.
- B. Visual inspections.
- C. Electrical power.
- D. Associated fees for local Building, Demolition and Plumbing Permits will be waived. All other fees are the responsibility of the contractor.
- E. Access to building during project, to include restroom facilities.

#### III. SCOPE OF SERVICES

##### 1. Remove flooring, abate asbestos mastic and demolish/remove concrete:

- a. Secure necessary demolition permit from Goffstown Building Department (fees will be waived).
- b. Remove and dispose of approximately 900 sq ft of 12" x 12" vinyl tile in basement hallway.
- c. Black mastic on vinyl tiles contains asbestos and must be properly abated. Proposal must include Proof of Licensed Asbestos Abatement Contractor.
- a. Cut a trench into the existing concrete foundation the length of the hallway (approximately 90 feet) at a width that will allow for new sewer service pipe and connection of existing tie-ins. During examination of the foundation the existing concrete was measured to be 5" thick.
- b. Additional trenching may be required to connect to existing cleanouts immediately outside public restrooms (additional trenching approximately 24 feet long).
- c. Properly dispose of concrete.

##### 2. Install new sewer service line and connect existing tie-ins:

- a. Secure necessary plumbing permit from Goffstown Building Department (fees will be waived).
- b. Install new sewer service line the length of the hallway.
- c. Connect existing public restrooms and tie-ins (see plan at Attachment D).
- d. Connect new sewer service line to existing clay pipe at end of hallway, which ties into the existing sewer main.

*Town of Goffstown, NH*

REQUEST FOR PROPOSAL

ADMIN-2016-03

GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT

---

**3. Fill/cap clay service line, backfill and repair concrete trench:**

- a. Cap and/or fill abandoned clay service line with flowable fill or other alternative (please provide details in proposal).
- b. Backfill trench with appropriate material
- c. Repair concrete slab.

**4. Install underlayment and commercial grade vinyl plank flooring in basement hallway.**

- a. Install proper underlayment and commercial grade vinyl plank flooring in basement (approximately 900 sq ft).
- b. Install new coving around perimeter of hallway.

**IV. SUBMISSION REQUIREMENTS**

To assist in simplifying the proposal review process, all proposals must follow the format described below.

1. Letter of Transmittal
2. Scope of Work:
  - a. Approach and Methods related to Scope of Work.
  - b. Samples as required.
3. Qualifications and Related Experience:
  - a. Brief Company Profile.
  - b. Listing of Key Project Members including sub-contractors (if any).**
  - c. Related Project Experience including References.
  - d. Proof of Licensed Asbestos Abatement Contractor
4. Additional Information:
  - a. Company / Firm Employer ID Number.
  - b. Proof of Commercial Liability Insurance (1 million minimum).
  - c. Proof of Workers Compensation Insurance (if applicable).
  - d. OSHA Certificates for work site safety training (if applicable).
  - e. Any additional information that the vendor wishes to provide.

*Town of Goffstown, NH*

**REQUEST FOR PROPOSAL**

**ADMIN-2016-03**

**GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT**

---

5. Cost Proposal: Vendor must complete Attachment A and may attach additional documentation if desired.

**V. CONTACT AND SUBMITTAL INFORMATION**

**Questions Related to the RFP:**

Derek Horne, Assist. Town Admin.  
Goffstown Town Hall  
16 Main Street  
Goffstown, NH 03045  
603-497- 8990 ext 119  
DHorne@GoffstownNH.gov

**Proposals Shall Be Submitted To:**

Selectmen's Office  
Goffstown Town Hall  
16 Main Street  
Goffstown, NH 03045

All proposals must be submitted in a sealed envelope, clearly marked " **ADMIN-2016-03 Goffstown Town Hall Sewer Line Replacement** " to the Selectmen's Office at 16 Main Street by Friday, December 16, 2016 at 1:00 pm which time they will be publicly opened and read. The Town of Goffstown reserves the right to reject any and all proposals or to waive any informality in the proposals, or to omit and/or alter any proposal item if it appears to be in the Town's best interest. The Town of Goffstown assumes no responsibility or liability for costs incurred by vendors in responding to this RFP or in responding to any further request for interviews, additional data, etc. The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for ninety (90) days.

**VI. BID AWARD**

A bid award recommendation is anticipated to be made to the Board of Selectmen on Thursday December 22, 2016. A Notice of Award will be mailed to the successful bidder.

In accordance with NH RSA 447:16, the successful contractor shall furnish a 100% PERFORMANCE BOND following notice of award. The successful contractor shall furnish PROOF OF INSURANCE and shall be required to execute the contract agreement within 30 days following notice of award.

*Town of Goffstown, NH*

**REQUEST FOR PROPOSAL**

**ADMIN-2016-03**

**GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT**

---

**VII. PERFORMANCE BOND AND RETAINAGE REQUIREMENTS**

1. NH RSA 447:16 requires a Performance Bond for construction contracts greater than \$35,000 in value. The Performance Bond shall be submitted with the signed contract once the bid award has been made. Failure to submit same may be cause for rejection. The proposer, at his option, shall furnish a certified check, cash, check drawn on a New Hampshire bank, or a proposal bond as security in the amount required. The Performance Bond required for this project shall be 100% of the proposed price.
2. The Town of Goffstown will require the retainage of 10% of the project cost for a period of 6 months following the completion of the project. Said retainage will be held in an interest bearing account. After the 6 month retainage period has passed, the full amount plus interest will be paid to the Contractor. If during the 6 month period there are problems with the workmanship or materials used on the job, the Contractor will be notified and given the opportunity to make timely and satisfactory repairs. If the Contractor fails to respond (based on the nature of the defect) in a manner that will prevent or minimize damages to the facility, the Town reserves the right to use the retainage funds to fix and address the workmanship and/or material failures.

**VIII. LIABILITY INSURANCE AND WORKERS COMPENSATION INSURANCE**

1. The Town's purchasing policy requires that vendors provide proof of liability insurance in the amount of \$1,000,000 with the Town named as an additional insured. The Town's purchasing policy requires workers compensation insurance or in the case of a sole proprietor an Independent Contractor Work Agreement (see Attachment B). Proof of insurance shall be submitted with the signed contract once the bid award has been made. Liability insurance and workers compensation insurance shall remain active throughout the project. Failure to submit same may be cause for rejection.

*Town of Goffstown, NH*  
**REQUEST FOR PROPOSAL**  
**ADMIN-2016-03**  
**GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT**

---

**IX. TECHNICAL SPECIFICATIONS**

1. Contractor's Responsibilities:

The contractor shall be responsible for:

- a. All labor and materials necessary for the completion of the work intended and described.
- b. Proper removal of all demolition material and lawful abatement of asbestos.
- c. All subcontractors to be appropriately licensed, certified, or qualified to provide work and services required of them.

2. Other Requirements:

Prior to the commencement of work the Contractor shall submit to the Town for review and approval, the following:

- a. Proposed schedule.
- b. Sample of warranty as required herein these specifications.



# Town of Goffstown, New Hampshire

## ADMIN-2016-03 GOFFSTOWN TOWN HALL SEWER LINE REPLACEMENT

### Request for Proposals

### Attachment A

### Cost Proposal

#### III SCOPE OF SERVICES:

1. Remove flooring, abate asbestos mastic and demolish/remove concrete: \_\_\_\_\_
2. Install new sewer service line and connect existing tie-ins: \_\_\_\_\_
3. Fill/cap clay service line, backfill and repair concrete trench: \_\_\_\_\_
4. Install underlayment and commercial grade vinyl plank flooring in basement hallway. \_\_\_\_\_

**TOTAL COST PROPOSAL: \$ \_\_\_\_\_**

**\* If sub-contractors are to be utilized, please insure submission includes listing of key project members including subcontractors (section IV – 3.b).**

**Price(s) is a firm offer for ninety (90) days.**

**The undersigned certifies under penalties of perjury that this bid is in all respects, bonafide and fair, and made without collusion or fraud with any other person. As used in this section, the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.**

\_\_\_\_\_/\_\_\_\_\_  
**(Signature of Person Responsible for Bid Submittal) (Print Name)**

\_\_\_\_\_/\_\_\_\_\_  
**(Date) (Company) / (Firm)**



# Town of Goffstown, New Hampshire

## ADMIN-2016-03 Request for Proposals – Attachment B INDEPENDENT CONTRACTOR (NON-EMPLOYEE) WORK AGREEMENT

### FOR SERVICES BETWEEN:

Town of Goffstown: \_\_\_\_\_  
Address: \_\_\_\_\_

and

Independent Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_  
Work to be performed "Service": \_\_\_\_\_

I, the undersigned sole proprietor or partner/owner of an unincorporated business named above, agree that I am an Independent Contractor as outlined in the *NH Department of Labor (DOL) Criteria to Establish an Employee or Independent Contractor (effective 8/6/2012)* with respect to the Services to be performed and all such Services I provide shall be performed in accordance with each of the criteria outlined below. I further agree not to enter into any agreements and/or contracts with any other contractors, sub-contractors, individuals or entities to assist with any of the Services for this project without the prior, written consent of **Town of Goffstown**.

### Criteria to Establish an Employee or Independent Contractor

- a) The person possesses or has applied for a federal employer identification number or social security number, or in the alternative, has agreed in writing to carry out the responsibilities imposed on employers under this chapter.
- b) The person has control and discretion over the means and manner of performance of the work, in that the result of the work, rather than the means or manner by which the work is performed, is the primary element bargained for by the employer.
- c) The person has control over the time when the work is performed, and the time of performance is not dictated by the employer. However, this shall not prohibit the employer from reaching an agreement with the person as to completion schedule, range of work hours, and maximum number of work hours to be provided by the person, and in the case of entertainment, the time such entertainment is to be presented.
- d) The person hires and pays the person's assistants, if any, and to the extent such assistants are employees, supervises the details of the assistants' work.
- e) The person holds himself or herself out to be in business for himself or herself or is registered with the state as a business and the person has continuing or recurring business liabilities or obligations.
- f) The person is responsible for satisfactory completion of work and may be held contractually responsible for failure to complete the work.
- g) The person is not required to work exclusively for the employer.

I hereby certify that I am aware of my right to purchase Workers' Compensation insurance.

I, the undersigned, hereby attest that I have procured workers' compensation insurance from:

Carrier: \_\_\_\_\_ Effective dates: \_\_\_\_\_ to \_\_\_\_\_

Limits of liability: \_\_\_\_\_

and I am attaching a valid Certificate of Insurance from my workers' compensation insurance carrier.

I have elected not to purchase workers' compensation insurance.

In the event that I get hurt or injured on the job, I agree that I will not file any claim for Workers' Compensation benefits pursuant to RSA 281:A against **Town of Goffstown** or any of its public officials, employees, or assigns. I understand that any loss of wages and medical expenses that may be incurred as a direct or indirect result of an accident while on the job or while contracting for **Town of Goffstown** are my sole responsibility.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Signature: \_\_\_\_\_

# ADMIN-2016-03 Request for Proposals – Attachment C



The  
**LAWSON  
GROUP**

Thinking. Without the Box.

Goffstown, Town of  
16 Main Street  
Goffstown, NH 03045

20 Chenell Drive, Concord, NH 03301  
(800) 645-7674 ♦ FAX (603) 228-3871

**TLG Job #:** 16-4803  
**Report Date:** November 21, 2016  
**Date Sampled:** November 17, 2016  
**Date Received:** November 17, 2016  
**Client Project:** Asb survey

Analysis: Asbestos by Polarized Light Microscopy

Methodology: EPA-600/M4-82-020 / 600/R-93/116 July 1993

### Analytical Results

Collected by: JMB

| SLGL Lab # | Sample Identification   | Homogeneous | Obvious Layers | Fibrous | Color  | Asbestos % |         |             | Other Fibrous Material % |           |           | Non Fibrous Material % | Date Analyzed | Analyst    |       |
|------------|---|-------------|----------------|---------|--------|------------|---------|-------------|--------------------------|-----------|-----------|------------------------|---------------|------------|-------|
|            |   |             |                |         |        | Chrysotile | Amosite | Crocidolite | Fibrous Glass            | Cellulose | Synthetic |                        |               |            | Other |
| 326297     | 111716-4803-B01A, 12X12 Floor tile, Town Hall, basement hallway                 | No          | No             | No      | Brown  | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/21/2016 | NEF   |
| 326298     | 111716-4803-B01B, 12X12 Floor tile, Town Hall, basement hallway                 | No          | No             | No      | Brown  | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/21/2016 | NEF   |
| 326299     | 111716-4803-B02A, Black mastic on 12X12 floor tile, Town Hall, basement hallway | No          | No             | Yes     | Black  | 8          | ND      | ND          | ND                       | ND        | ND        | ND                     | 92            | 11/21/2016 | NEF   |
| 326300     | 111716-4803-B02B, Black mastic on 12X12 floor tile, Town Hall, basement hallway | No          | No             | Yes     | Black  | 8          | ND      | ND          | ND                       | ND        | ND        | ND                     | 92            | 11/21/2016 | NEF   |
| 326301     | 111716-4803-B03A, Cove base mastic, Town Hall, basement hallway                 | No          | No             | No      | Yellow | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |
| 326302     | 111716-4803-B03B, Cove base mastic, Town Hall, basement hallway                 | No          | No             | No      | Yellow | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |

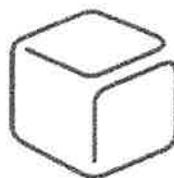
This Polarized Light Microscopy report relates only to items tested. Client should not use the NVLAP to claim endorsement. PLM by visual area estimation can produce errors of 10%. Results near the 1% level can be more accurately quantified by the point count method or Transmission Electron Microscopy. TLG laboratory certifications apply only to samples analyzed in-house. NVLAP Lab Code 101228-0.

- <: Less than.
- ND: None Detected
- \*: Sample analyzed as a composite.
- \*\* : Sample analyzed as a composite; could not separate layers.
- \*\*\*: Sample reported as a composite; layers analyzed separately.
- TTP: Test 'til positive, not analyzed

Reviewed By: Helen M. Enzer

Approved By: Norman E. Fletcher  
Norman Fletcher, Lab Manager

# ADMIN-2016-03 Request for Proposals – Attachment C



**The  
LAWSON  
GROUP**

Thinking. Without the Box.

Goffstown, Town of  
16 Main Street  
Goffstown, NH 03045

20 Chenell Drive, Concord, NH 03301  
(800) 645-7674 ♦ FAX (603) 228-3871

TLG Job #: 16-4803  
Report Date: November 21, 2016  
Date Sampled: November 17, 2016  
Date Received: November 17, 2016  
Client Project: Asb survey

Analysis: Asbestos by Polarized Light Microscopy  
Methodology: EPA-600/M4-82-020 / 600/R-93/116 July 1993

## Analytical Results

Collected by: JMB

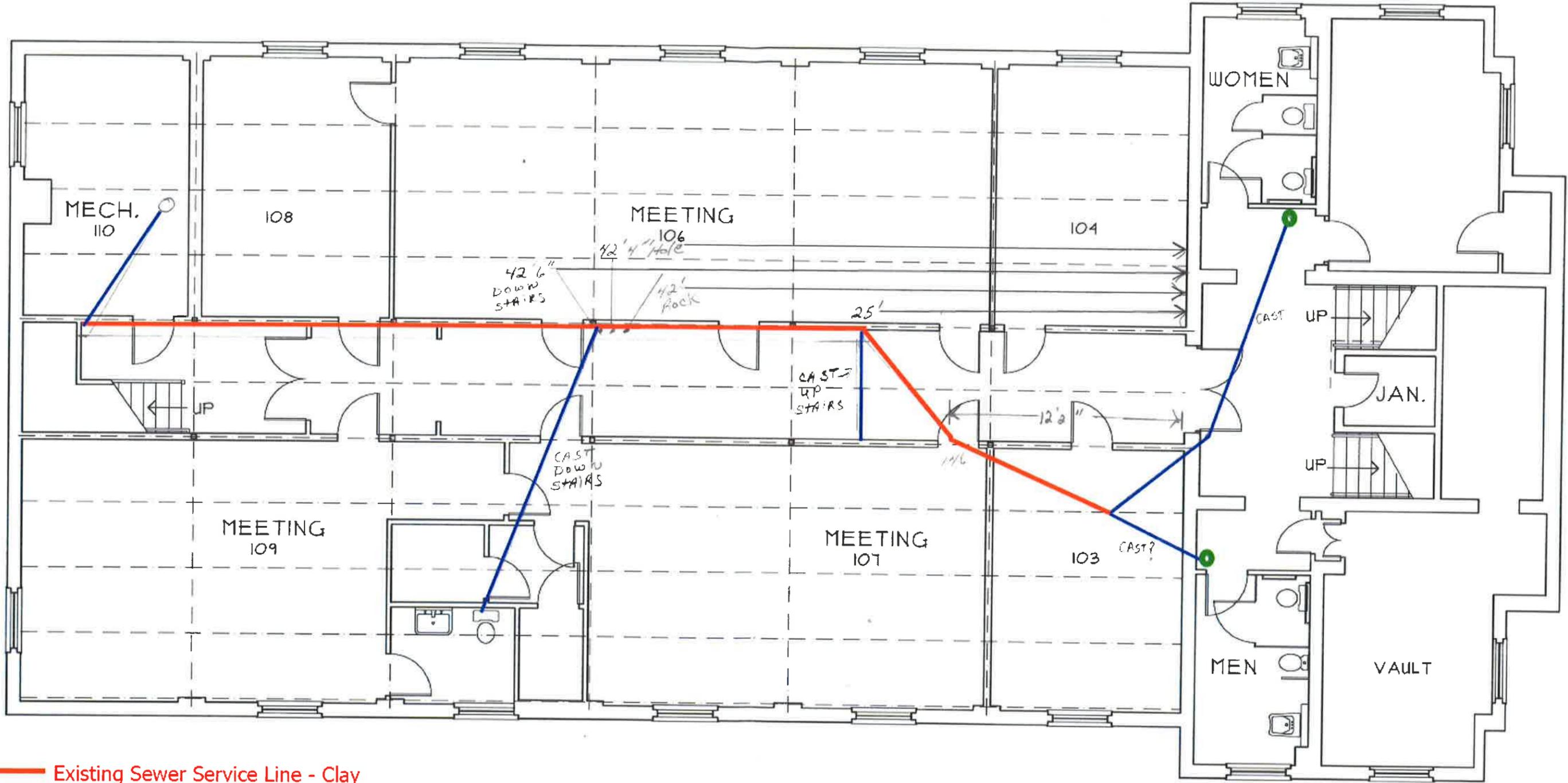
| SLGL Lab # | Sample Identification  | Homogeneous | Obvious Layers | Fibrous | Color      | Asbestos % |         |             | Other Fibrous Material % |           |           | Non Fibrous Material % | Date Analyzed | Analyst    |       |
|------------|--|-------------|----------------|---------|------------|------------|---------|-------------|--------------------------|-----------|-----------|------------------------|---------------|------------|-------|
|            |  |             |                |         |            | Chrysotile | Amosite | Crocidolite | Fibrous Glass            | Cellulose | Synthetic |                        |               |            | Other |
| 326303     | 111716-4803-B04A, Ceramic tile, Town Hall, basement, men's bathroom  | No          | No             | No      | Gray Brown | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |
| 326304     | 111716-4803-B04B, Ceramic tile, Town Hall, basement, men's bathroom  | No          | No             | No      | Gray Brown | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |
| 326305     | 111716-4803-B05A, Grout on tile, Town Hall, basement, men's bathroom | No          | No             | No      | Gray       | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |
| 326306     | 111716-4803-B05B, Grout on tile, Town Hall, basement, men's bathroom | No          | No             | No      | Gray       | ND         | ND      | ND          | ND                       | ND        | ND        | ND                     | 100           | 11/17/2016 | NEF   |

This Polarized Light Microscopy report relates only to items tested. Client should not use the NVLAP to claim endorsement. PLM by visual area estimation can produce errors of 10%. Results near the 1% level can be more accurately quantified by the point count method or Transmission Electron Microscopy. TLG laboratory certifications apply only to samples analyzed in-house. NVLAP Lab Code 101228-0.

- <: Less than.
- ND: None Detected
- \*: Sample analyzed as a composite.
- \*\* : Sample analyzed as a composite; could not separate layers.
- \*\*\*: Sample reported as a composite; layers analyzed separately.
- TTP: Test 'til positive, not analyzed

Reviewed By: Heather M. Ennen

Approved By: Norman E. Fletcher  
Norman Fletcher, Lab Manager



- Existing Sewer Service Line - Clay
- Existing Tie-Ins - Cast Iron
- Existing Cleanout

EXISTING LOWER LEVEL FLOOR PLAN



# Town of Goffstown

#5e

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

Date: November 17, 2016

To: Budget Committee & Board of Selectmen

From: Jean Walker, Chairman of the Conservation Commission

Subject: 2017 Budget Increase Request

---

Please be advised that the Goffstown Conservation Commission is requesting an increase of \$20,000.00 to be added to their 2017 Operating Budget. The Conservation Commission voted at their November 16, 2016 meeting to make this request.

There has been an issue that has come to light that involves illegal encroachments by private property owners on the top of the South Uncanoonuc Mountain onto the Town owned private road Crescent Lane, and other abutting Town owned conservation land. In order to address this possible legal issue, the Conservation Commission will have to have a professional survey done of all the properties involved and of the encroachment areas.

Therefore, the Conservation Commission respectfully request that an additional \$20,000.00 be added to their operating budget to cover the cost of the survey and any legal fees that may occur with regards to the survey work and any potential Court action that may be deemed necessary.

I thank you in advance for the consideration.

Pg

Cc: Goffstown Conservation Commission

---

CONSERVATION COMMISSION

(603) 497-8990 - Ext 117  
FAX (603) 497-8993  
[pgale@goffstownnh.gov](mailto:pgale@goffstownnh.gov)



# *Town of Goffstown*

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

Date: November 17, 2016

To: Budget Committee & Board of Selectmen

From: Jean Walker, Chairman of the Conservation Commission

Subject: Milfoil 2017 Budget Increase Request

---

Please be advised that the Goffstown Conservation Commission at their November 16, 2016 Meeting, discussed Namaske Lake Association's request of \$20,000.00 to offset the matching grant funds needed to treat the Milfoil within the lake. The Commission will have Evelyn Miller as a representative at the December 1, 2016 Meeting, along with representatives from the Namaske Lake Association and the Goffstown Water Ways Association. The Goffstown Waterways Association received three bid proposals and will need \$7,500.00 to offset grant funding for the hand pulling of Milfoil only, as the State has determined that no herbicide treatment is necessary in the Glen Lake area and the river upstream. However, Namaske Lake will need both the herbicide treatment and the hand pulling of the Milfoil.

While the Commission supports both requests to treat the Milfoil, they have only seen on bid for Namaske Lake Association and recommends that the association should try and obtain more than one bid proposal to help support the requested \$20,000.00.

Pg

Cc: Goffstown Conservation Commission

---

CONSERVATION COMMISSION

(603) 497-8990 - Ext 117  
FAX (603) 497-8993  
[pgale@goffstownnh.gov](mailto:pgale@goffstownnh.gov)

#5F

# TOWN OF GOFFSTOWN

## Slips, Trips, and Falls Prevention Policy

### I. PURPOSE

The purpose of this policy is to reduce and/or eliminate the incidence of employee and citizen slip, trip, and fall related events and injuries.

### II. DISCUSSION

Slips, trips, and falls are among the leading causes of injury and lost work time to employees, and to members of the public visiting municipal/school/county property. Accidents often occur from a lack of due diligence to report and address existing conditions that can contribute to these types of events. Therefore the Town of Goffstown and its employees will take a proactive approach to managing the risks associated with slip, trip, and fall related conditions. It is the policy of the Town of Goffstown that its employees will be required to monitor, report, and whenever reasonably possible, correct conditions that have, or are likely to cause a slip, trip, and fall related event if corrective action is not taken.

### III. PROCEDURES

- a. A Slip, Trip, and Fall Log shall be maintained at every public facility.
- b. Unsafe conditions shall be reported to the appropriate contact for that location immediately for corrective action. If the conditions present an immediate threat to the safety of employees or the public the employee will take reasonable steps to prevent injuries until the appropriate personnel arrive.
- c. Employees shall wear footwear appropriate for the conditions.
  - ~~d. —Employees operating in inclement weather conditions (i.e. ice and snow) shall wear slip-on traction devices such as YakTrax provided by the Town of Goffstown. Employees shall follow the guidelines for use as set forth by the manufacturer.~~
- e.d. Sidewalks, parking lots, stairs, and other areas that employees and the public utilize shall be properly maintained to ensure that no tripping points, ice and snow build up, or other conditions that could contribute to a slip, trip, or fall exist.
- f.e. Interior hallways, stairs, floors, and other areas of foot travel shall be clear of obstructions such as boxes, power cords, frayed carpeting, or weathered matting. Proper signage shall be used to signal wet floors or hazardous conditions which could contribute to a slip, trip, or fall.

### IV. EVALUATION AND REPORTING

All slip, trip, and fall related incidents/injuries will be documented in the *Slip, Trip, and Fall Log*. In the event of a slip, trip, or fall, the incident will be reported through Police Dept. dispatch, so PD/FD can respond and check the victim as well as review surface conditions and document any injuries. PD will maintain a code through records management that can be queried, allowing for relevant printouts to be available for the Joint Loss Management Committee. Each incident and the log itself will be reviewed by the appropriate shift supervisor, building and grounds supervisor, and the Joint Loss Management Committee (JLMC). *Slip, Trip, and Fall Logs* shall be kept in a centralized file or spreadsheet to monitor results, identify emerging trends, and to maintain documentation for potential claims.

~~Adopted~~Amended this 14<sup>th</sup>~~28~~<sup>th</sup> day of November, 2016.

#### Goffstown Board of Selectmen

Peter Georgantas, Chairman

Collis G. Adams

Mark T. Lemay, Vice Chairman

John “Allen” Brown

David W. Pierce



# Town of Goffstown

#59

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

## MEMORANDUM

**To:** Town of Goffstown - Board of Selectmen

**From:** Stephanie Beaudoin - Tax Collector

**Re:** Fieldstone Dr. - Impending Deed

**Date:** October 28, 2016

**Fieldstone Dr. (9-60-2) 0.74 acres, residential vacant possibly developable land:** Balance of 2013 Lien \$16,944.13 as of 11/23/16. This property was up for deeding on 10/17/16 but the board voted to grant a 30 day extension via deed waiver in hopes to resolve the matter. The owner of the property was notified of this extension by certified mail giving them until 11/23/2016 by 4:00pm to redeem the 2013 Property Tax Lien on this property. Assessed in 2015 for \$71,100 new assessment for 2016 \$35,900. For more background information on this property please speak with Sue.

---

### *TAX COLLECTOR*

Hours: Monday – Friday 8:00AM – 4:00PM

Telephone: (603) 497-8990 Ext. 110 • Fax: (603) 497-5710

[www.Goffstown.com](http://www.Goffstown.com) | [tax@goffstownnh.gov](mailto:tax@goffstownnh.gov)

#5h

---

---

INTEROFFICE MEMORANDUM

---

---

**TO:** BOARD OF SELECTMEN  
**FROM:** CHIEF ROBERT BROWNE  
**SUBJECT:** B & M RAILROAD LEASE  
**DATE:** 11/22/2016  
**CC:** TOWN ADMINISTRATOR SUE DESRUISSEAUX

---

Members of the Board of Selectmen,

The Police Department and B & M Railroad have been in discussions this Fall with renewing our lease agreement with them for space on top of the Summit Tower Site. They were concerned about any increases in pricing that they were currently paying and in fact, were hoping for a decrease. They mentioned that some of their previously existing equipment that had been removed should account for a drop in some price.

We felt the increase was warranted and attached the figures for payment over the next three years. We never heard a counter-proposal back, so we are submitting to the Board the original recommendation of the pay rate. The attached lease agreement has the modified pay rate changes.

Should the Board have any questions or concerns, please do not hesitate to contact me directly.

Respectfully submitted,

Rob Browne

Chief of Police

## LEASE AGREEMENT

AGREEMENT MADE effective as the 1<sup>st</sup> day of January, 2017, by and between the Town of Goffstown, a municipal corporation having a principle place of business at 16 Main Street, Goffstown, New Hampshire 03045, (hereinafter known as the LESSOR), and the Boston and Maine Corporation, a Delaware Corporation having a principal place of business at Iron Horse Park, N. Billerica, MA 01862 (hereinafter known as LESSEE).

### RECITALS:

Lessor owns a one hundred (100) foot tower located on the top of Mount Uncanoonuc in Goffstown, and desires to lease to the Lessee, and Lessee desires to lease from the Lessor certain space on said tower, on all the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED,

1. General Description of Premises. Lessor hereby leases to the Lessee certain space as hereafter defined on Lessor's tower facility situated on a certain tract of land located on Mount Uncanoonuc, in Goffstown. The space is to be on a radio tower that has been erected for the transmission of radio communication signals of all types and descriptions.
2. Space Leased. Lessor hereby leases to Lessee space on said tower sufficient for the installation of one (1) communications system (hereafter called the "System"). The System consisting of one (1) communications antennae, together with space inside a certain building on the property sufficient to house equipment for one (1) transmitter/receiver units. The Lessor agrees to work with the Lessee to facilitate proper antennae mounting or integration at the Lessor's direction, and at the Lessee's expense.
- 2A. Installation and Maintenance of Phone Lines. Lessee hereby agrees to install and maintain one (1) data ready dedicated phone line emanating from the tower facility and building to the Goffstown Police Department at 326 Mast Road, Goffstown, NH. Lessee also agrees to pay the applicable phone company the monthly cost of maintaining said phone line.
3. Access to Premises. Lessor hereby grants to Lessee the right to use the road leading to the described property over which the Lessor has the responsibility for maintenance and repair, and which is owned by the Town of Goffstown, for the purposes of access to Lessee's equipment, and shall give Lessee a key, or other access to the building housing the

communications system. The Lessee, however, shall have no obligation to maintain, repair, or improve said road leading to said building, and shall have no obligation to remove snow from building or from said road.

The Lessee acknowledges that the main function of the building and tower is for use by the Town of Goffstown Police Department, Fire Department, and Department of Public Works communications, and for such other entities that shall from time to time enter into agreements with the Town of Goffstown for use of said tower and building. Such transmissions result in the presence of Radio Frequency (RF) radiation hazard at certain tower locations. As a result the Lessee agrees that routine system, and antenna maintenance and repairs on said tower can be done only as scheduled by Lessor, and on a minimum of fourteen (14) days advance notice. In the event that the Lessee must perform emergency repairs to its equipment installed on said tower, Lessee shall make such repairs only after: (a) First notifying Lessor of the need to make said emergency repairs; and (b) obtaining from Lessor permission to make said repairs; and (c) making said repairs in the presence of an authorized representative of the Lessor who is qualified to remove the presence of said RF radiation hazard during said repairs.

4. Utilities. Lessor shall provide at no charge to the Lessee electricity for Lessee's equipment. Also, Lessor shall provide at no charge to the Lessee electricity (hereafter called "Emergency Power") for said system only during times when Lessor's standby AC generator is operating as a result of a loss of utility supplied electricity. Lessee acknowledges that the Lessor shall not be liable in the event of any failure or malfunction of the standby AC generator. No other utilities are provided by the Lessor.
5. Maintenance of Equipment. It shall be the responsibility of the Lessee to maintain its equipment, to ensure that it causes no interference to any of the users of said tower and building, and to correct or adjust the equipment to eliminate any such interference that may occur. The Lessor and Lessee agree that this paragraph shall be made a part of all future leases entered into by the Lessor.
6. Interference. Should the equipment cause or contribute to interference with the operation of any other equipment presently on the tower, Tenant agrees, at its own expense, to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a reasonable length of time, not to exceed ten (10) days, Tenant agrees to cease using the equipment which is creating the interference except for short tests necessary for the elimination of the interference. Owner agrees that should any interference be encountered in Tenant's operation as the

result of another party's subsequent installation or modification, owner shall endeavor to cause said interference to be eliminated in a timely manner, without obligation to the tenant. If such interference cannot be eliminated within a reasonable length of time, not to exceed ten (10) days, owner will forthwith require the party causing the interference to cease using the equipment. Owner is obligated to pursue all reasonable steps to end interference of tenant's signal by another tenant. In the event the interference continues unremedied for twenty (20) days, tenant may at its option, terminate this agreement upon ten (10) days written notice to owner. Owner may require the future installation of cavity end isolators at the tenant's expense. Owner shall require future tenants to be bound by provisions substantially similar to those contained in this agreement.

7. The Term of the Lease. The term of the lease shall be a three (3) year period, commencing January 1, 2017, and terminating on December 31, 2019.
8. Rental Payment. The Lessee shall pay the Lessor the amount of  
  
\$2263.57 for 2017  
  
\$2320.15 for 2018  
  
\$2378.15 for 2019  
  
Representing a 2.5% increase each year.
9. Renewal Option. Lessee shall have the right to renew this lease for one (1) additional one (1) year term; provided however that to exercise this renewal option, the Lessee must give the Lessor written notice thereof, by certified mail, return receipt requested, sixty (60) days prior to the expiration of the original term of this lease. Said renewal term shall be upon the terms and conditions of this lease, except that the annual rental for the renewal term shall be subject to negotiation by the parties. If for any reason the parties are unable to agree on the rental provisions, there shall be no renewal; and this lease shall expire on the termination date of the original term hereof.
10. Restrictions of Lease. Lessee shall not use their equipment in violation of any applicable local, state or federal statute, law, ordinance, rule or regulations. Lessee shall not assign, sublet, pledge, or encumber this lease in whole or in part without Lessor's prior written consent, which

shall not be unreasonably withheld No changes or modifications of the lease may occur without a signed written agreement memorializing the exact changes or modifications in the agreement, which will be made a part thereof, and incorporated by reference therein once adopted, in writing, by both parties.

11. Surrender. At the expiration of the lease term, the Lessee shall surrender the leased property in as good condition as it was at the beginning of the term, reasonable wear and tear and damages by the elements only excepted. Lessee may at any time prior to the terminations of the lease or any renewal or extension thereof, remove from the leased property all materials, equipment and property of every sort or nature installed by Lessee thereon, provided such property is removed without substantial injury to the premises. No injury shall be considered substantial if it is properly corrected by restoration to the condition prior to the installation of such property, if so requested by Lessor. Any such property not so removed shall become the property of the Lessor.
12. Default and Bankruptcy. In the event that: (a) the Lessee shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or (b) the Lessee shall default in the observance or performance of any other of Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (c) Lessee shall be declared bankrupt or insolvent according to law, or, of any assignment shall be made of Lessee's property for the benefit of creditors, then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants of Lessee's part to be observed or performed under or by virtue of any of the provision in any article of this lease, the Lessor without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any exceptions or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, processing or defending any action or proceeding, such sums paid or obligations incurred, shall be with interest at a rate of eight (8%) per annum and costs.

13. Destruction of Leased Premises. In the event of damage to the premises resulting in Lessee's inability to use the premises for its intended purpose, rent shall abate wholly or proportionally, as the case may be, during such period. In the event of damage to the premises by fire, lightning or other cause rendering the premises partially untenable, Lessor shall diligently attempt to restore the premises. In the event such damage renders the premises substantially untenable, Lessor shall, within thirty (30) days advise Lessee whether Lessor will then terminate the lease or will restore the premises. If Lessor agrees to restore the premises, this shall be completed within five (5) months from the date of damage. Rent shall continue during any period of untenability if such damage is caused by the negligence or intentional acts of the Lessee or any of its employees or agents. Lessor shall not be liable to Lessee for any losses suffered by Lessee as a result of any partial or total destruction of the premises.

Lessee agrees that all property or whatever placed upon the leased premises shall be at its own risk. Lessor will not insure such property even if it becomes part of the leasehold because it is a leasehold improvement; and if Lessee wishes to insure same, Lessee may do so at its own expense. If destruction of leased premises is a result of Lessee's negligence or intentional acts, Lessee shall indemnify and hold lessor harmless from any loss suffered by Lessor, or by other Lessees of the premises, as a result thereof.

The Lessee hereby acknowledges that they have inspected the tower and found the same to be structurally sound. That should ice or winds cause the tower to fail, the Lessee hereby understands and agrees to hold the Lessor harmless in the event that the Lessee's equipment is damaged or destroyed.

14. Eminent Domain. If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the terms of this lease shall cease and terminate when the premises are physically taken.

15. Vandalism. Because of the nature of the leasehold and the character and location of the premises Lessor is unable to insure the security of the property, Lessee agrees not to hold Lessor responsible for any damage caused to Lessee's property regardless of the cause or reason for such damage, unless such damage results from or is caused by gross negligence or willful acts of the Lessor.

16. Release. Lessee hereby indemnifies and holds Lessor harmless against all loss Lessee may suffer as a result of theft, loss or damage to its equipment or other property and against any injuries suffered by Lessee, their agents or employees or third parties employed by Lessee arising out of Lessee's installation or maintenance of its equipment or suffered while on lessor's premises.

17. Hold Harmless. Lessee shall indemnify and hold Lessor harmless from and against any and all liability claims or demands arising out of Lessee's operations in connection with this lease whether covered by insurance or not; this provision shall survive termination of this lease.

18. Insurance. Lessee agrees to maintain and provide liability insurance, in the amount of not less than One Million Dollars (\$1,000,000), naming Lessor as an additional named insured and loss payee as its interest may appear, said policy to protect and indemnify Lessor and Lessee against any claim, loss or other action asserted against either of them as a result of Lessee's equipment being on the premises and specifically to protect Lessor and Lessee against any claims arising out of personal injury occurring to anyone repairing, working on or maintaining the equipment installed by Lessee. Notwithstanding the foregoing, Lessee may elect to self-insure against any potential liability, which it may assume under this agreement. Lessor acknowledges that Lessee is self-insured, in accordance with customary self-insurance practices, in excess of One Million Dollars (\$1,000,000.00)

19. General Provision. The paragraph headings or titles appearing in this lease agreement are inserted for convenience only and shall not be considered for construing the lease agreement. The lease agreement shall be governed by and construed under the laws of the State of New Hampshire. The invalidity of any provision of this lease agreement shall in no way affect the validity of any other provision. This lease represents the entire agreement between the parties and shall not be modified, unless done so by mutual agreement and in writing.

20. Terms of Art and Jargon. It is understood and agreed that terms of art shall have the meanings of usages customarily given them by professionals in the mobile radio communications industry.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed the day and year first above written.

BOSTON AND MAINE CORPORATION:

TOWN OF GOFFSTOWN  
BOARD OF SELECTMEN:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Date: November 10, 2016  
To: Sue Desruisseaux, Town Administrator  
From: Jonathan O'Rourke, Planning & Zoning Administrator  
RE: November 10, 2016 Planning Board Meeting

---

Present were: Chairman Barbara Griffin, Vice Chairman Philip D'Avanza, Tim Redmond, James Raymond, David Pierce - Selectmen Rep, Gail Labrecque, Jonathan O'Rourke - Planning and Zoning Administrator, Darrell Halen - GTV.

Absent: Michael Conlon, Kimberly Peace,

Meeting convened at approximately 7:08 p.m. All members present were voting members.

**Board members voted to approve the Minutes of October 27, 2016 with corrections**

**OLD BUSINESS:**

**Map 4 Lot 87-6**, Public Meeting/Hearing for Time Extension Request for the approved subdivision/site plan application of Woodland Trust, applicant & Placid Woods owner, for a proposal to into two lots, and to build seventy-six (76) townhouse style condominium units, totaling thirteen (13) buildings on lot 87-6. The Property is located off of Bog Road & Mountain Road, Zoned: Residential-1 (**This has been continued from October 13, 2016 Meeting. The Applicant is requesting another continuance to December 8, 2016.**)

- **Motion** to continue to date uncertain, applicant to re-notice abutters, a date to be determined no later than end January 31, 2017
  - **Motion** carries

**NEW BUSINESS:**

**Map 21 Lot 11**, Completeness Review/Final Subdivision Review Hearing for a proposed two lot subdivision creating one new lot. Owner: John J. Stencavage Family Trust, c/o Tom Stencavage, 520 Mast Road, Zoned: RSBO-2 (Residential, Small Business Office-2)

- No regional impact found, accept waivers for review purposes only
  - Manchester Water Works stated applicant must extend waterline to McElroy Street
- Brief presentation by applicant
- **Discussion**
  - Motion to accept waiver for Landscaping
    - Motion carries
  - No signature on "Certificate of Authorization..." form
  - Explanation of waivers needed
  - Site plan cleanup (building area box, not house, etc...)

comments:

No Comments

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

- **Motion** to continue to 08Dec2016
  - **Motion** carries

**Correspondence reviewed by Board.**

**The meeting adjourned at approximately 8:10 PM.**

Next PB meetings: 17Nov2016 (Workshop), 08Dec2016 (Zoning Amendments Hearing only), 15Dec2016 (Planning Board Applications), 12Jan2017

Respectfully submitted,

Jonathan O'Rourke, Planning & Zoning Administrator

UNOFFICIAL

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

Date: November 18, 2016  
To: Sue Desruisseaux, Town Administrator  
From: Jonathan O'Rourke, Planning & Zoning Administrator  
RE: November 17, 2016 Planning Board Meeting

---

Present were: Chairman Barbara Griffin, Vice Chairman Philip D'Avanza, Tim Redmond, James Raymond, Michael Conlon, David Pierce - Selectmen Rep, Gail Labrecque, Jonathan O'Rourke - Planning and Zoning Administrator, Darrell Halen - GTV.

Absent: Kimberly Peace,

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

**Board members voted to approve the Minutes of November 10, 2016 with corrections**

**OLD BUSINESS:**

**Map 34 Lot 88, Completeness Review/Site Plan Review Hearing for proposal to expand an existing plumbing contractor business by adding a 1,600 sq. ft. two story warehouse building on the property, along with existing 1,606 sq. ft. office building, Owner: Fletcher Mountain USA LLC, located on 9 Church Street, Zoned: Village Commercial (Completeness Review Hearing Continued from October 13, 2016)**

- **Motion** to continue to 15Dec2016
  - **Motion** carries

**Map 6 Lots 1-2 (Phase II), Site Plan Review Hearing for proposed storage facilities on the lot (eight storage buildings on lot 1-2 totaling 46,800 sq. ft., ),the Property is located on Goffstown Back Road/Tower Lane and owned by McDonough Family Properties, LLC., Zoned: Commercial Industrial Flex (CIFZ) (Continued from October 27, 2016)**

- Brief presentation by applicant

Public comments: (none)

- **Motion** to approve landscape waiver as it does not hinder the purpose and intent of the regulations
  - Motion carries
- **Motion** to approve with conditions
  - **Motion** carries

**Discussion on alternates:**

- **Motion** to appoint Gale Labrecque and Chet Bowen as Planning Board alternates
  - **Motion** carries

**WORKSHOP:** Various topics (Landscaping/Screening requirements and application format)

**Correspondence reviewed by Board.**

**The meeting adjourned at approximately 8:37 PM.**

Next PB meetings: 08Dec2016, 15Dec2016 (Planning Board Applications), 12Jan2017, 26Jan2017

Respectfully submitted,

Jonathan O'Rourke, Planning & Zoning Administrator



# Town of Goffstown

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

**Date:** November 17, 2016  
**To:** Susan Desruisseaux, Town Administrator  
**From:** Patty Gale, Planning & Zoning Assistant  
**Subj.:** Conservation Commission Report from the November 16, 2016 Meeting

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

## **Public Discussion:**

### **Recommendations requested by the ZBA in regards to the following applications:**

Luke Nelson, Applicant/Owner, is seeking Variances to remove existing trailer and rebuild a single family home on a lot that only has a half an acre whereas one (1) acre is required. Another variance is required to building the home within the inner 50' of the 100 ft. Wetland and Surface Water Conservation (WSWC) District Buffer. This concerns Section 4.3 (Table of Dimensional Regulations), and 13.3 (WSWC District) and 13.3.3.5 of the Goffstown Zoning Ordinance. The property is located on 93 Mountain Road, (Map 4 Lot 95), zoned: Residential-1. Also Comments to be reviewed from the October 29<sup>th</sup> site walk of the property.)

The owner of the property was not present at the meeting. The Conservation Commission discussed the property and their findings of the site walk and whether the property was suitable to rebuild a home within the buffer area. The Conservation Commission discussed the existing impacts that are occurring to the stream and how there is no erosion control and their concerns with future impacts to the stream. The Commission discussed how the property is small and most of the lot is within the WSWC District Buffer. The Commission stated they had asked for more information such as the septic and leach field location as well as a more defined location of the house and its correct size. The Commission stated they believe a professional site development plan should be required for this property.

**After much discussion, the Conservation Commission voted all in favor, that they do not recommend the granting of the variances based on the impacts to the inner 50 ft. WSWC District Buffer, and based on the evidence in the application that has been presented to them without any site development plans of the property, and no erosion control methods in place, as well as from the findings of the site walk that was conducted on October 29, 2016. The findings of the site walk are as follows:**

*“On October 29, 2016, Jean Walker, David Nieman, and Evelyn Miller site walked a property on 93 Mountain Rd., map 4, lot 95. This is a ½ acre lot. It is a right triangular shaped lot with Mountain Rd. on one long side and Whittle Brook running as the property line on the other long side. From the road the land steeply drops toward the brook. The widest part of the lot is where the steepest descent to the brook is.*

*In the past, a shelf was cut into the steep slope of the lot about 2/3rds of the distance from the widest part of the lot. This shelf was to accommodate a platform for a mobile home trailer. At present this trailer home is situated about 30 feet from the brook with a dirt driveway/woods road running between the house trailer and*



# Town of Goffstown

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

*along the brook bank. The existing septic tank is located next to the house trailer and does not appear to have a leach field.*

*There is a newly excavated hole exposing boulders and tree stumps. It is located between the existing septic tank/trailer home and brook. It had stakes placed around the whole to indicate the location of a new house. It is approximately 35-40 feet from the brook.*

*Presently, the lot is covered with old trash, tires, TV's, discarded household furniture (ie mattress, couches, tables, chairs). Unfortunately the brook bank has been used as a receptacle for trash, a huge freshly cut brush pile, and excavated dirt piles and boulders."*

## Milfoil:

Pat Stagno, a Representative from Goffstown Waterways Association, was present to update the Commission of their grant request. The association stated they received 3 bids for this upcoming year the amount they will need \$7,500.00 which includes the river upstream near the hardware store. This is for hand pulling only as no herbicide treatment will be necessary. The Commission reviewed an email from Namaske Lake Association requesting roughly \$20,000.00 for matching Grant Funds for 2017. The Commission also reviewed an email from Sue Desruisseaux, Town Administrator, asking both Namaske Lake Association and Goffstown Waterways to come to the Budget Committee Meeting on December 1, 2016 at 7:00 p.m. to ask for additional funding for treatment of Milfoil and to explain the grant process that they are involved in with the State. Pat Stagno stated she will be attending the Budget Meeting and the Conservation Commission asked Evelyn Miller to attend as their representative. The Commission also requested that staff send a memo to the Budget Committee and the Namaske Lake Association stating they have only seen one bid proposal and suggested Namaske obtain more than one bid for the milfoil treatment.

The Conservation Commission approved the Minutes October 26, 2016 and the Non-Public Minutes of October 26, 2016.

The Conservation Commission reviewed the following Budget Information: The Conservation Open Space Fund at Citizen's Bank has a balance of \$92,264.57. The Operating Budget Balance is at 2,494.48.(No updates received.) The People's United Bank CD of 275,000.00.

## Correspondence:

- 1) Forest Notes Magazine.
- 2) NH Extension Brochure for Seminar on December 14, 2016.

The Conservation Commission reviewed the following plans and provided the following comments to the Planning Board:

Map 21 Lot 11, Subdivision Review Hearing for a proposed two lot subdivision creating one new lot. Owner: John J. Stencavage Family Trust, c/o Tom Stencavage, 520 Mast Road, Zoned: RSBO-2 (Residential, Small Business Office-2). **The Commission voted that they have no issues or concerns.**



# Town of Goffstown

TOWN OFFICES  
16 MAIN STREET • GOFFSTOWN, NH 03045

Map 21 Lot 26-1, Subdivision Review Hearing for a proposed two lot subdivision creating one new lot, 476 East Dunbarton Road, Rick & Janice Briggs, Zoned: Agricultural. **The Commission reviewed and voted to recommend that after this two lot subdivision creating one new lot, that there be no further subdivision of the lots as there is no dry access to the back portion of Map 12 Lot 26-1, as the lot is very wet and has a portion of a prime wetlands on it.**

## Open Space Committee:

### Non-Public Session per RSA 91-A:3II(d), (Real Estate):

Jean Walker explained they were going to go into a non-public session and would not resume the public session this evening.

At 7:55 p.m., David Nieman made a motion for the Commission to go into Non-Public session per RSA 91-A:3II(d) to discuss a real estate issue. Karen McRae seconded the motion. Roll call vote: Amy Pollock – aye; David Nieman—aye; Jean Walker—aye; Chuck Freiburger—aye; Susan Tucker – aye, Evelyn Miller—aye and Karen McRae - aye. All in favor. Motion carries.

At 8:35 p.m., Karen McRae made a motion to come out of non-public session. David Nieman seconded the motion. Vote: 7-0-0, all in favor, motion carries.

David Nieman made a motion to seal the minutes to the non-public session. Karen McRae seconded the motion. Roll call vote: Amy Pollock – aye; David Nieman—aye; Jean Walker—aye; Chuck Freiburger—aye; Susan Tucker – aye, Evelyn Miller—aye and Karen McRae - aye. Vote: 7-0-0. all in favor, motion carries.

Susan Tucker made a motion to schedule a public hearing for the open space project for the Florence Mae Tarr Sanctuary on December 14, 2016 at 7:00 p.m., seconded by Evelyn Miller, Vote all in favor, motion carries 7-0-0. This will also be the next regular Conservation Commission Meeting as well.

Karen McRae made a motion to send a memo to the Budget Committee requesting \$20,000.00 be added to the Commission's operating budget to cover the cost of surveying and legal fees associated with surveying the Town owned private road Crescent Lane, the Town's Conservation Land and surrounding private properties on South Mount Uncanoonuc. Motion was seconded by David Nieman, voted all in favor, 7-0-0.

Chuck Freiburger made a motion to adjourn. Amy Pollock seconded the motion. Vote All in favor, 7-0-0, motion carries. The meeting adjourned at 8:38 p.m.

Next meeting will be December 14, 2016.

**OLD BUSINESS: 11/28/16 ACTION MATRIX** (started 3/16/15)

| Mtg. Date  | Item               | Description   | Schedule   |
|--|--------------------|---|--|
| 06/15/15<br>07/13/15<br>08/03/15<br>08/31/15<br>09/28/15 | Grasmere Town Hall | FIRE ESCAPE: Done<br>EXTERIOR PAINTING: Done<br>STAGE LIGHTS: Done (10/26/16)<br>GRANITE POST: Done (10/26/16)<br>FIRE EXTINGUISHERS: for 2nd and 3rd floors - ORDERED 11/10/16<br>NEWELL POST - Fire Dept. & Building have OK'd proposal. Hardware ordered (11/18/16 & 11/23/16).<br>Facility Maintenance is prepared to install upon arrival.<br>SEPTIC SYSTEM - Vendor began installation 11/23/2016.  | <b>Emergency Lighting:</b> electrician walking the property on 6/24/16 and will provide a quote to HDC facility committee members;<br><b>Fire Alarm &amp; Sprinkler System:</b> sprinkler connection done on 6/17 - concern regarding sprinkler heads in 2nd floor bathroom and hallway;<br><b>Newell Post:</b> HDC authorized spending up to \$1,000 on material after confirming it meets Life Safety and Building Codes. (10/26/16);<br><b>Septic System:</b> DPW working with staff and vendor.<br><b>Slate Roof:</b> A.W. Therrien Company has provided a quote of \$1,650 to perform repairs to the slate roof. Facility maint line overspent, need to wait until 2017 Budget. |
| 08/31/15<br>09/21/15<br>10/5/15                          | Planning Board     | Collis to provide a follow-up to private landowners question regarding jurisdiction related to drainage on private property - change dev regs or amend zoning?<br>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<br>Collis to ask Planning Board to look at a rewrite of Sign Ordinance - zoning amendment | Review of Dev Regs and Master Plan in process by Planning Board; request for CIP funding in 2017   |
| 07/25/16<br><br>08/8/16                                  | Mill Street        | Board wishes to discuss the future of the Mill Street property which they decided not to sell (across from Cottage St.) at the request of PRLAC to use as a future portage area for canoes and kayaks.<br>Correspondence included in 08/08/16 BOS Packet.<br>1st step should be the surveying of the parcel before development for public access. Budget for surveying in 2017.   | Survey in 2017.  |
| 08/22/16   |                    | Develop policy regarding building permits on Class VI Roads   | In progress  |

#6c